

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

Ministry of Decentralization and Local
Development

South West Region

Ndiang Division

TOKO Sub Division

TOKO COUNCIL

General Secretariat



P.O Box 14 MUNDEMBA
Contact: 671 41 22 07, 653 47 35 19

REPUBLIQUE DU CAMEROUN
Paix -Travail--Patrie

Ministère de la Décentralisation et
Développement Local

Région du Sud-Ouest

Département du Ndiang

Arrondissement de TOKO COUNCIL

COMMUNE DE TOKO

Secretariat General

TOKO COUNCIL INTERNAL TENDER'S BOARD

OPEN NATIONAL INVITATION TO TENDER

(BY EMERGENCY PROCEDURE)

N° **004**/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of **31/03/2022**

FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIANG DIVISION

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 1
TENDER NOTICE

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER (BY EMERGENCY PROCEDURE)

N° **004**/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of **31/03/2022**

**FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

1. SUBJECT OF THE INVITATION TO TENDER:

Within the framework of the Public Investment Budget 2022, The Mayor of TOKO Council, Contracting Authority, hereby launches an Open National Invitation to Tender for the **EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO, TOKO SUB DIVISION - NDIAN DIVISION**

2. NATURE OF WORKS:

The works comprise the output of the preliminary studies carried out and the detailed information provided in the technical specifications and the quantitative estimates.

3. COST ESTIMATE:

The preliminary works to be done is estimated at the cost of **13,000,000 (thirteen million) FCFA**.

4. PARTICIPATION AND ORIGIN:

The tender is open to duly legalized Cameroonian enterprises that fulfill the requirements of this invitation to tender.

5. FINANCING:

The works which form the subject of this invitation to tender shall be financed by Public Investment Budget of the 2022 financial year; Budget Head N°

6. CONSULTATION OF THE TENDER FILE:

Interested eligible bidders may obtain further information during working hours as from the date of publication of this tender notice, at the office of the Mayor of TOKO COUNCIL, Tel: 671 41 22 07

7. ACQUISITION OF TENDER FILE:

The Tender File may be obtained from the office of the Mayor Toko Council (service of Public Contracts) as soon as this notice is published upon presentation of a treasury receipt attesting to the payment of a non-refundable sum of **twenty eight thousand (28 000) FCFA**, payable at the Toko Council Treasury.

8. SUBMISSION OF BIDS:

Each bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such, should reach the office of the Mayor of TOKO Council not later than **28/04/2022 at 10 a.m.** local time and should be in three different envelopes marked as:

- Envelope A: Administrative documents
- Envelope B: Technical documents
- Envelope C: Financial Offer

These three envelopes should be enclosed into a fourth one and should carry the inscription:

Open National Invitation to Tender

N° 004/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of 31/03/2022

**FOR THE EQUIPMENT OF TWO (02) POULTRIES IN TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

“To be opened only during the bid opening session”

9. ADMISSIBILITY OF OFFERS:

Under penalty of rejection, only originals or certified true copies as authentic by the issuing authority or Administrative authorities (Senior Divisional Officer, Divisional Officer etc.) of the original documents required must be imperatively produced in accordance with the Special Regulations of the Invitation to Tender. They must not be more than three (03) months old preceding the date of submission of offers or may be established after the signature of the Tender Notice.

Any bid not in compliance with the specifications of this notice and file tender shall be declared inadmissible. Notably, the absence of the bid bond issued by a first - rate bank approved by the Ministry in charge of finance or its non-compliance with the model documents of the tender file shall lead to outright rejection of the bid without any possibility of appeal.

10. Bid Bond:

Each bidder must include in his/her administrative documents a bid bond issued by a first- rate bank approved by the Ministry in charge of finance featuring on the list in Document **10** of the Tender File of an amount of two hundred and sixty thousand **(260,000) FCFA** with a validity period of thirty (30) days from the date the bids are opened.

11. OPENING OF BIDS:

The bids shall be opened in one (01) lot:

on **28/04/2022** at **11 am prompt local time** at the Conference Hall of TOKO Council, in the presence of the bidders or duly authorized representatives having full knowledge of the file (power of attorney).

12. DURATION OF EXECUTION:

The maximum period provided for the execution of the works is fixed at (03) three months.

13. Evaluation Criteria:

i. Main Evaluation criteria

A bid shall be evaluated on conditions of:

- Bid bond (Absence shall lead to outright rejection of the bid)
- Forged or scanned documents
- False declaration
- A technical score of not less than 70%
- Quantified unit price
-

ii. Main qualification criteria:

The criteria for qualification of candidates should be on the following;

Criteria	Yes / No
1. General presentation of the offer	Yes / No
2. Bidders' references (attached supporting documents)	Yes / No
3. Compliance with the technical specifications of the equipment	Yes / No
4. Manufacturer approval	Yes / No
5. Bidder's financial capacity	Yes / No
6. Availability of spare parts	Yes / No
7. After sale service	Yes / No
8. Execution deadline	Yes / No

14. VALIDITY OF OFFERS:

Bidders shall be bound by their bids for a period of 90 (ninety) days with effect from the date of opening of bids.

15. COMPLEMENTARY INFORMATION:

Further complementary information may be obtained from the office of the Mayor, TOKO Council (Service of Public Contracts) from Monday to Friday between 7:30am and 3:30pm. Tel: **671 41 22 07**.

*Done at Toko, the **31/03 /2022***

**THE MAYOR
(CONTRACTING AUTHORITY)**

Copies:

- *ARMP (for publication)*
- *MINMAP-Ndian*
- *MAYOR TOKO COUNCIL*
- *Notice boards (for information)*

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° **004** / AONO / MAIRE DE LA COMMUNE DE TOKO /CIPM/ 2022 DU **31/03 /2022**

POUR L'EQUIPMENT DE DEUX POULAILLERS A TOKO NGOLO DANS L'ARRONDISSEMENT DE TOKO (PAR PROCEDURE D'URGENCE)

1. Objet:

Dans le cadre de l'exécution de Budget d'Investissement Publique pour l'exercice 2022, le Gouvernement de la République du Cameroun représenté par le Maire de la Commune de TOKO, Autorité Contractant, lance un Appel d'Offres National Ouvert en procédure POUR L'EQUIPMENT DE DEUX POULAILLERS A TOKO NGOLO, DANS L'ARRONDISSEMENT DE TOKO (PAR PROCEDURE D'URGENCE)

2. Description des prestations:

La prestation consiste les études préliminaires effectuées et les informations détaillées fournies dans les spécifications techniques et les évaluations quantitatives.

3. Coût prévisionnel:

Le coût prévisionnel de l'opération à l'issue des études préalables est **treize millions (13 000 000) FCFA**

4. Participation:

Sont éligibles les entrepreneurs Camerounais ayant l'expérience et les capacités techniques et financières

5. Financement:

Les travaux objet du présent appel d'offres sont financés par le **Budget d'Investissement Publique (BIP)** de l'exercice 2022 sur la ligne d'imputation budgétaire No..... *Numéro de l'acte*
No.

6. Consultation du Dossier:

Le dossier peut être consulté aux heures ouvrables aux services de la Commune de TOKO, Tel : 671 41 22 07, 653 47 35 19 après la publication du présent avis.

7. Acquisition du Dossier de consultation:

Le Dossier Demande de Cotation peut être consulté et obtenu au Bureau du Maire de la Commune de TOKO (Service des Marchés Publics) Tel. 671 58 65 09 sur présentation d'une quittance de versement de la somme non remboursable de **vingt-huit mille (28,000) FCFA** à la Trésorerie Municipale de TOKO.

8. Remise des offres:

Les offres, rédigées en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, seront remises au bureau du Contrat de la Commune de Toko au plus tard le **28/04/2022 à 10 heures** locale et devra porter la mention suivante sur l'enveloppe:

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

° **004** / AONO / MAIRE DE LA COMMUNE DE TOKO /CIPM/ 2022 DU **31/03 /2022**

POUR L'EQUIPMENT DE DEUX POULAILLERS A TOKO NGOLO DANS L'ARRONDISSEMENT DE TOKO (PAR PROCEDURE D'URGENCE)

A' ouvrir qu'en séance de dépouillement''

Les offres parvenues après la date et heure limite de dépôt des offres ne sont pas reçues

9. Recevabilité des offres:

Sous peine de rejet, les autres pièces administratives requises devront être impérativement 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 non conforme aux prescriptions du présent avis et 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 ou le non-respect des modèles des pièces du dossier d'appel d'offres, entraînera le rejet de l'offre.

10. Cautionnement provisoire:

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans ce Demande de Cotation, valable pendant trente (30) jours au-delà de la date originale de validité des offres et de **deux cent soixante mille (260,000) FCFA**

11. Ouvertures des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces aura lieu le **28/04/2022**, à **11 :00 heure locale** par la Commission de Passation des Marchés Publics Commune de TOKO dans la salle de conférence.

NB: Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou se faire représenter par une personne de leur choix.

12. Délai d'exécution:

Le délai maximum autorisé pour ces approvisionnements est fixé à **trois (03) mois** à compter de la date de notification de l'ordre de service de commencer l'exécution de la présente lettre commande.

13. Critères d'évaluation

I. *Les critères d'évaluation fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les citernes essentielles. s'agit notamment:*

- La caution de soumission.
- Fausse déclaration
- Faux documents ou pièces falsifiées ou scannées
- Note technique inférieure de 70% (non conforme aux caractéristiques générales figurant au CCTP et n'ayant pas satisfait à plus 10 critères)
- D'un prix unitaire quantifié

II. *Critères essentiels*

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

Critères	Notation
1. Présentation Générale de l'offre;	Oui/Non
2. Références du soumissionnaire (joindre les justificatifs)	Oui/Non
3. Respect des spécifications techniques des équipements	Oui/Non
4. Agrément du constructeur	Oui/Non
5. Capacité financière du soumissionnaire,	Oui/Non
6. Disponibilité des pièces de rechange ;	Oui/Non
7. Service après – vente).	Oui/Non
8. Délais d'exécution	Oui/Non

14. Durée de validité des offres:

Les soumissionnaires restent engagés par leurs offres pendant une période de quatre-vingt-dix (90) jours, à compter de la date limite fixée pour leur remise.

15. Renseignements complémentaires:

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Bureau du Maire de la Commune de TOKO (service des marchés publics) Tel: 671 41 22 07.

Fait à Toko, le **31/03/2022**

LE MAIRE
(AUTORITÉ CONTRACTANTE)

Ampliations :

- ARMP (POUR PUBLICATION)
- MINMAP-NDIAN
- PRÉSIDENT CIPM;
- AFFICHAGE;
- CHRONO

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TOKO COUNCIL INTERNALTENDER'S BOARD (BY EMERGENCY PROCEDURE)

OPEN NATIONAL INVITATION TO TENDER

N° 004/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of 31/03/2022

**FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 2 GENERAL REGULATIONS OF THE INVITATION TO TENDER

GENERAL REGULATIONS OF THE INVITATION TO TENDER

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GENERAL RULES OF THE INVITATION TO TENDER

A – GENERAL

ARTICLE 1: SCOPE OF THE TENDER

1.1: The Mayor of TOKO Council (Contracting Authority) launches an Open National Invitation to Tender No. / ONIT / MAYOR TOKO COUNCIL / TC - ITB / PIB 2022 of/...../2022 For the **EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO, TOKO SUB DIVISION - NDIAN DIVISION**

1.2: The successful bidder must complete the works within the time-limit indicated in the special Regulations and which time-limit runs from the date of notification of the Service Order to commence works.

1.3: In this Tender file, the term “Contracting Authority” shall imply The Mayor of TOKO Council, and the term “day” means a calendar day

ARTICLE 2: FINANCING

The Works forming the subject of this invitation to tender shall be financed by the 2021 Public Investment Budget.

ARTICLE 3: FRAUD AND CORRUPTION

3.1: The Contracting Authority requires bidders and contractors to strictly respect rules of professional ethics during the award and execution of public contracts. By virtue of this principle, the Contracting Authority:

- a) Defines, within the context of this clause, the following expressions in the following manner:
 - i) Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of the works;
 - ii) Is involved in “fraudulent maneuvers” whoever deforms or distorts fact in order to influence the award or execution of a contract;
 - iii) “Collusive practices” mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
 - iv) And “coercive practices” mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
 - b) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent maneuvers, collusive or coercive practices for the award of this contract.
- 3.2. The Prime Minister, authority in charge of Public contracts may provisionally suspend a bidder for duration of two years for any of the following reasons:
- a) Attempt to influence the award procedure
 - b) Conflict of interest
 - c) Initiating crime

- d) Fraud
- e) Corruption
- f) Use of non-authentic documents.

The suspension notwithstanding, the bidder may be pursued criminally.

ARTICLE 4: CANDIDATES ALLOWED TO COMPETE.

4. All companies registered in Cameroon with the required competence and experience having an accreditation.

ARTICLE 5: MATERIALS, SUPPLIES, EQUIPMENT AND RELATED SERVICES.

5.1. Materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the Invitation to Tender and all expenditure done within the context of the contract shall be limited to the said materials, supplies, equipment and services.

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

ARTICLE 6: QUALIFICATION OF BIDDER

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

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

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

- a) The offer must include all the information listed in Article 6(1) above;
- b) The offer and the contract must be signed in a way that is binding on all members of the group;
- c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- d) The member of the group designated as the representative will represent all the Undertakings Vis à vis the Contracting Authority with regard to the execution of the Contract.
- e) In case of joint co-contracting, the co-contracting Authority into a single account; or on the other hand, each undertaking is paid in its own account by the contracting Authority where it is several co-contracting.

6.3. Bidder must equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the Invitation to Tender

ARTICLE 7: VISIT OF WORKS SITE.

7.1. The bidder is advised to visit and inspect the works site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the

offer and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

7.2. Proof of effective visit to the site shall be established by an attestation of site visit duly signed by the Mayor for Toko Council

B – TENDER FILE

ARTICLE 8: CONTENT OF TENDER FILE

8.1. The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Beside the addendum (addenda) published in accordance with Article 10 of the General Regulations of the Invitation to Tender, it includes the following documents:

- a) The letter of invitation to tender
- b) The tender notice
- c) The General Regulations of the Invitation to Tender
- d) The Special Regulations of the Invitation to Tender
- e) The Special Administrative Clauses
- f) The Special Technical Conditions
- g) The Unit Price Schedule
- h) The Bill of Quantities and Estimates
- i) The execution schedule
- j) Charts and other elements of the technical file
- k) Model forms for equipment, personnel and references of the Bidder
- l) Model Declaration of intention to Bid
- m) Model Bid Letter
- n) Model Bid Bond
- o) Model final bond
- p) Model of start-off Advance Bond
- q) Model of performance bond in replacement of retention guarantee
- r) Model contract
- s) Forms relating to preliminary studies
- t) List of commercial banks and financial institutions approved by the Ministry in charge of finance authorized to issue bonds.

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

ARTICLE 9: CLARIFICATIONS ON THE TENDER FILE AND PETITIONS.

9.1. Any bidder who wants to obtain clarifications on the Tender file may request them from the Contracting Authority in writing, at the address indicated in the Special Regulations of the Invitation to Tender. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of offers.

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, shall be addressed to all bidders who bought the Tender File.

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

9.3. The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board. It must reach the Contracting Authority not later than fourteen (14) days before the opening of bids.

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

ARTICLE 10: AMENDMENT OF THE TENDER FILE.

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

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

10.3. In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Contracting Authority may postpone as is necessary, the deadline for the submission of offers, in accordance with provision of Article 22 of the General Regulation of the Invitation to Tender.

C – PREPARATION OF BIDS

ARTICLE 11: COST OF BIDDING.

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Contracting Authority, will in no case whatsoever be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ARTICLE 12: LANGUAGE OF BID.

The bid as well as all correspondences and documents relating to the bid exchanged between the bidder and the Contracting Authority shall be written in English or French.

ARTICLE 13: BIDDING DOCUMENTS

13.1. The Bid presented by the bidder shall include the documents detailed in the Special Regulations of the Invitation to Tender, duly filed and put together in three volumes:

a) **Volume 1: Administrative File**

It includes:

i) All documents attesting that the bidder:

- ❖ has subscribed to all declaration provided for by the laws and regulations;
- ❖ has paid all taxes, duties, contribution, fees or deduction of whatever nature;
- ❖ is not winding up or bankrupt;
- ❖ is not the subject of an exclusion order or forfeiture provided for by the law in force;

ii) The bid bond established in accordance with the provisions of Article 17 of the General Regulations of the Invitation to Tender;

iii) The written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provision of Article 6(1) of the General Regulations of the Invitation to Tender.

b) **Volume 2: Technical Offer**

B.1. Information on qualification.

The special regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in Article 6(1) of the Special Regulations of the Invitation to Tender.

B. 2. Methodology

The special regulations of the Invitation to Tender specify the constituent elements of the Technical offer of the Bidders especially: a methodological statement on an analysis of the works and specifying the organization and programmed which the bidder intends to put in place or use to execute the works (installations, schedule, sub-contracting, attestation of site visit, etc...).

B.3. Proof of Acceptance of Conditions of the Contract

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

1. The special Administrative conditions (SAC)
2. The Special Technical Conditions (STC)
3. Model Contract

B. 4. Commentaries (optional)

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

C) Volume 3: Financial Offer

1. The signed and dated original offer (bid letter) prepared according to the attached model, stamped at the prevailing rate;
2. The duly filed Unit Price Schedule;
3. The duly filed detailed estimate;

In this regard, the bidders shall use the documents and models provided in the Tender file, subject to the provisions of Article 17(1) of the General Regulations of the Invitation to Tender concerning the other possible forms of guarantees.

ARTICLE 14: CONTRACT AMOUNT

14.1. Except otherwise stated in the Tender file, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the unit price schedule and the detailed Bill of Quantities and Estimates presented by the bidder.

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

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

14.4. If a price revision / updating clause are provided for in the contract, the date of establishment of the initial prices, 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 of less than one (1) year shall not be subject to a price revision.

14.5. All unit prices must be justified by sub-detailed established in accordance with the structure proposed in **Document N° 8**.

ARTICLE 15: CURRENCY OF BID AND PAYMENT.

The currency shall be the CFA francs.

ARTICLE 16: VALIDITY OF BIDS

16.1. Bids must remain valid for ninety (90) days as stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of Article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority as not being in conformity.

16.2. Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit.

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

ARTICLE 17: BID BOND.

17.1. In application of Article 13 of the General Regulations, the bidder shall furnish bid bonds as specified in the Special Regulations and which bid bond shall be an integral part of his offer.

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

17.3. Any offer without an acceptable bid bond shall be rejected by the Tenders Board for non conformity.

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

17.5. The bid bond of the successful bidder shall be released as soon as the latter signs the contract and furnishes the required final bond.

17.6. The bid bond may be seized:

- a) If the bidder withdraws his offer during the period of validity;
- b) If the retained bidder:
 - i) Fails in his obligation to register the contract in application of Article 37 of the General Regulations
 - ii) Fails in his obligation to furnish the required final bond in application of Article 38 of General Regulations.

ARTICLE 18: VARYING PROPOSALS OF BIDDERS.

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

18.2. Except in the case mentioned in Article 18 (3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub details of process and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder offer conforming to the basic solution that has been evaluated as the lowest bid.

18.3. When according to the Special Regulations the bidders are authorized to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance with the provisions of Article 31 (2) (9) of the General Regulations.

ARTICLE 19: PREPARATORY MEETING TO THE ESTABLISHMENT OF BIDS.

Not applicable

ARTICLE 20: FORMAT OF PRESENTING BIDS.

20.1. The bidder shall prepare an original of the documents described in Article 13 of the General Regulations in a volume clearly indicated “ORIGINAL”. In addition, the bidder shall submit the number of copies required in the General Regulations, bearing “COPY”. In case of discrepancy, the original shall be considered as authentic.

20.2. The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the COMPETENT OFFICIAL, in accordance with Article 6(1a) or 6(2c) of the General Regulations, as the case may be.

D. SUBMISSION OF BIDS

ARTICLE 21: SEALING, MARKING OF BIDS

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

21.2. The external and internal envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) Should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription “**TO BE OPENED ONLY DURING BID OPENING SESSION**”.

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

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

ARTICLE 22: DEADLINE FOR SUBMISSION OF BIDS.

22.1. Bids must be received by the Contracting authority at the address specified in Article 21 (2) of the special Regulations not later than the date and time stated in the Special Regulations.

22.2. The Contracting Authority may, at his discretion, extend the deadline set for the submission of bids by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations. In which case, all rights and obligations of the Contracting Authority and bidders previously subject to the initial deadline will thereafter be subject to the deadline as extended.

ARTICLE 23: LATE BIDS

Any bid received by the Contracting Authority after the deadline for submission of bids in accordance with Article 22 of the General Regulations shall be declared late and consequently rejected.

ARTICLE 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS.

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

24.2. The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of Article 21 of the General Regulations. The withdrawal may equally be notified by writing 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 deadline for submission of bids.

24.3. Bids being requested to be withdrawn in application of Article 24(1) shall be returned unopened.

24.4. No bid may be withdrawn during the interval between the submissions 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) above.

E. OPENING OF ENVELOPES AND EVALUATION OF BIDS.

ARTICLE 25: OPENING OF ENVELOPES AND PETITIONS

25.1. The Tenders Board shall open the bids in one phase, in the presence of bidders or bidder’s representatives who choose to attend at the time, on the date and at the place specified in the special Regulations. Representatives of bidders shall sign a register attesting to their presence.

25.2. Firstly, bids marked “withdrawal” shall be opened and the contents announced to the hearing of everyone, while the bids containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the bids marked “Replacement bids” are opened and announced to the hearing of everyone and the new corresponding offer substituted for the proceeding 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 bids marked “modification” shall be opened and their contents read to the hearing of everyone with the corresponding offer. 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. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

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

25.4. Bids (and modifications received in accordance with the provisions of Article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid opening session for whatever reason, shall not be submitted for evaluation.

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

25.6. At the end of each bid opening session, the chairperson of the Tenders Board immediately hands over to the person designated by ARMP an initialed copy of the bids presented by bidders.

25.7. In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Contracting Authority. It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board. The Independent observer attaches to his report the sheet that was handed to him, including any related comments or observations.

ARTICLE 26: CONFIDENTIAL CHARACTER OF THE PROCEDURE.

26.1. No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the award

26.2. Any attempt by a bidder to influence the Evaluation Subcommittee of bids or the Contracting Authority in his award decision may cause the rejection of his bid.

26.3. Notwithstanding the provisions of paragraph 26.6, between the opening of bids and the award of the contract, if a bidder wishes to contact the Contracting Authority about his bid, he may do so in writing.

ARTICLE 27: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY.

27.1. To ease the examination, evaluation and comparison of bids, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but, however, no change on the amount or

content of the bid should be sought, offered or authorized except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-Committee during the evaluation in accordance with the provisions of Article 29 of the General Regulations.

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

ARTICLE 28: DETERMINATION OF CONFORMITY OF BIDS.

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

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

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

- i) Which substantially limits the scope, quality or realization of the works;
- ii) Which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract;
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially conformed with the Tender File.

28.4. If a bid is essentially not in conformity it shall be rejected by the competent Tender Board and shall not eventually be rendered in conformity.

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

ARTICLE 29: QUALIFICATION OF THE BIDDER.

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

ARTICLE 30: CORRECTION OF ERRORS.

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

- a) Where there is incoherence between the unit price and quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation subcommittee judges that it is a gross error of

decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

c) Where there is a difference between the price indicated in words and in figures, the amount in words shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

ARTICLE 31: CONVERSION INTO A SINGLE CURRENCY.

Not applicable.

ARTICLE 32: EVALUATION AND COMPARISON OF BIDS AT THE FINANCIAL LEVEL.

32.1. Only bids considered as being in conformity, as per the provisions of Article 28 above, shall be evaluated and compared by the Evaluation subcommittee.

32.2. By evaluating the bids, the Evaluation subcommittee shall determine for each bid the evaluated amount of bid by rectifying the amount as follows:

a) By correcting any possible error in accordance with provisions of Article 30.2 of the General Regulations;

b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under approval and supervision where they are valued in a competitive manner as specified in the Special Regulation;

c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of Article 31(2) of the General Regulations,

d) By appropriately adjusting any other modification, divergences or quantifiable reservation on technical or financial basis.

e) By taking into consideration the various execution deadlines proposed by the bidders, if they are authorized by the Special Regulations;

f) If need be, in accordance with the provisions of Article 13(2) of the General Regulations and the special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched Simultaneously for several lots

32.3. The estimated effect of price revision formulae featuring in the General Administrative clauses (GAC) and special Administrative clauses (SAC) applied during the period of execution of the contract shall not be considered during the evaluation of bids.

The Contracting Authority reserves the right to accept or reject any modification, differences 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 bids.

32.4. 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 subcommittee may, from the sub details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the bid.

ARTICLE 33: PREFERENCE GRANTED TO NATIONAL BIDDERS.

Not applicable.

F. AWARD OF CONTRACT.

ARTICLE 34: AWARD

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

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

ARTICLE 35: THE RIGHT OF 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 authorization of the Prime Minister where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

ARTICLE 36: NOTIFICATION OF AWARD OF THE CONTRACT.

Prior to the expiration of the period of bid validity set in the Special Regulations, the Contracting Authority shall notify the successful bidder by fax confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Contracting Authority will pay the contractor to execute the works and the execution deadline.

ARTICLE 37: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

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

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

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

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

ARTICLE 38: SIGNING OF THE CONTRACT.

38.1. After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board.

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

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

ARTICLE 39: FINAL BOND.

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

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

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

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

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

Ministry of Decentralization and Local
Development

South West Region

N'dian Division

TOKO Sub Division

TOKO COUNCIL

General Secretariat



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REPUBLIQUE DU CAMEROUN
Paix -Travail—Patrie

Ministère de la Décentralisation et
Développement Local

Région du Sud-Ouest

Département du N'dian

Arrondissement de TOKO COUNCIL

COMMUNE DE TOKO

Secretariat General

TOKO COUNCIL INTERNALTENDER'S BOARD (BY EMERGENCY PROCEDURE)

OPEN NATIONAL INVITATION TO TENDER

(BY EMERGENCY PROCEDURE)

N° 004/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of 31/03/2022

**FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 3
SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Article 00: Definitions and Duties under the Invitation to Tender

- **Contracting Authority:** THE MAYOR TOKO COUNCIL
- **Project Owner:** THE MAYOR TOKO COUNCIL
- **Authorizing officer:** THE MAYOR TOKO COUNCIL
- **Contract Engineer:** THE DIVISIONAL DELEGATE OF MINEPIA/NDIAN
- **Contract Manger:** THE COUNCIL DEVELOPMENT OFFICER (CDO) OF TOKO COUNCIL
- **Contractor:** TO BE SELECTED THROUGH ONIT

Article 1: Definition of works

Within the framework of the execution of the 2022 Public Investment Budget, The Mayor of TOKO Council, Contracting Authority, hereby launches an Open National Invitation to Tender for the **Equipment of two (02) Poultries in Toko Ngolo, Toko Sub Division - Ndian Division**

ARTICLE 2: Execution Dateline

The completion period of the works to the state of provisional reception is **three (03) months** and counting from the date of notification of the service order to start work.

ARTICLE 3: Source of Funding

Works which formed the subject of this invitation to tender shall be financed by the Public Investment Budget.

ARTICLE 4: Consistency of the Bids

This bid shall include a file for:

Envelope A: ADMINISTRATIVE DOCUMENTS

4.1. It shall consist of the following documents, stapled and arranged in the following order:

- **A declaration of intention to tender** stamped, dated and signed by the bidder or group of representative in conformity with the model attached
- **A bid bond** issued by a first - rate bank approved by the Ministry in charge of finance featuring on the list in Document 11 of the Tender File of an amount of **Two hundred and sixty thousand (260 000) FCFA** with a validity period of thirty (30) days from the date the bids are opened.
- **An attestation of non – bankruptcy** not older than 03 months, issued by the chamber of commerce or court of competent jurisdiction of the place of residence of the bidder
- **An attestation of domiciliation:** Bank account in the name of the enterprise issued by a bank or any first – order credit institution approved by the Minister in charge of finance
- Receipt of **Twenty eight thousand (28,000) FCFA** payable at the account of the Toko Council treasury
- **An attestation of CNPS:** current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his/her social contributions and destined for this tender
- Certificate of non – exclusion attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts, not more than three (03) months issued by ARMP
- **A valid attestation of non rédevance**
- **A valid attestation of immatriculation**
- **Copy of plan and attestation of localization**

- **A copy of business registration**
- **Attestation of site visit** signed by the Mayor of Toko Council or his deputy

N.B: All documents shall be originals as requested or certified true copies legalized by competent services or that which issued them and must not be more than three (03) months old.

The documents shall be arranged in the order listed above and separated from each other by colour separators different from white.

4.2. Verification of the Administrative File

Evaluation of the Bids

DESIGNATION	YES	NO
A- GENERAL PRESENTATION		
1- Document spirally bound		
2- Hard back cover		
3- Content page		
4- Coloured separators		
5- Page Numbering		
B- PROFESSIONAL EXPERIENCE OF BIDDER		
6- Table of past supplies realized for the past 5 years (at least two references) joint certified copy of the first and last page of the contract (indicate amount, year, Contract number, funding body and place of execution)		
C- ADMINISTRATIVE DOCUMENTS		
- A stamped letter of submission signed and dated,		
- Group agreement where necessary		
- A certified copy of National Identity card of the Contractor		
- Power of Attorney or “Authorization” where necessary		
- Certified Copy of a valid taxpayers card (Carte du contribuable)		
- Non-Indebtedness attestation (attestation de non – redevance)		
- An Affidavit of non – bankruptcy issued by the competent Court (Original) of the place of residence of the bidder, not more than three (03) months		
- An Attestation issued by the National Social Insurance Fund (Original) stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be valid within specify period ;		
- An original attestation of bank account (COBAC affiliated)		
- An original attestation of bank address (COBAC affiliated)		
- A temporary guarantee deposit for the tender of Two hundred and sixty thousand (260 000) FCFA (Bid bond) issued by a first class bank recognized by COBAC		

- A receipt showing the payment of Twenty eight thousand (28,000) FCFA representing the cost of the Tender File issued by the TOKO Council Treasury ;		
- A certificate of Non-Exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP);		
- A certified copy of the Business Registration (certified by the chief of center of Taxes, not more than three months) ;		
- An attestation of site visit signed by the Contractor		
- Attestation of localization and localization plan of company stamped and signed		
- Self – financing capacity.		
D- TECHNICAL/FINANCIAL DOCUMENTS		
- A bid letter dully filled, dated and signed with a 1000 FCFA fiscal stamp		
- The bill of estimates, entry and quantities dully filled, dated and signed		
- The draft Jobbing Order duly filled, initialed and signed		
- Certified true copies of past supplies and reception minutes done by the bidders for the previous years. (The members of the Toko Council Tenders board for any necessary verification can request the originals of these documents)		
- Pre – financing of two and half million (2,5 000 000) FCFA from a first rate bank approved by MINFI		
- Deadline for the execution of the works		
- Conformity and compliance of the supplies backed by photographs of the equipment to be supplied.		

The absence or the non-conformity of one of the elements in documents “C” of the evaluation grill above will result to the elimination of the offer

The evaluation will be done in a purely binary way ”Yes” or negative “No” with an acceptable minimum of **4/6** in the elements that appear in documents **A** and **B**

The project will be awarded to the bidder who would have proposed the lowest amount in conformity with the regulation of the request of quotation and having satisfied 100% of the elements in document **C** and at least 4/6 of those in **A** and **B**

NB:

The minimum technical acceptable mark is 70% of the technical mark. All bids less than 70% of the technical marks shall be eliminated.

All these documents are to be arranged in the above order and separated with colour separators other than white.

Building materials, materials, supplies, equipment and authorized services

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

*** **

Ministry of Decentralization and Local
Development

*** **

South West Region

*** **

Ndian Division

*** **

TOKO Sub Division

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TOKO COUNCIL

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REPUBLIQUE DU CAMEROUN

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TOKO COUNCIL INTERNAL TENDER'S BOARD

(BY EMERGENCY PROCEDURE)

OPEN NATIONAL INVITATION TO TENDER

N° 004/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of 31/03/2022

**FOR THE EQUIPMENT OF TWO (02) POULTRIES IN TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 4

SPECIAL ADMINISTRATIVE CLAUSES

SPECIAL ADMINISTRATIVE CLAUSES (SAC)

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CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1: OBJECT OF THE JOBBING ORDER

The object of the present jobbing order is the **SUPPLY OF MEDICAL EQUIPMENTS TO FOUR (04) HEALTH CENTERS IN TOKO COUNCIL AREA, NDIAN DIVISION**

ARTICLE 2: METHOD OF CONCLUDING THE JOBBING ORDER

The present jobbing order is concluded by open National Invitation to Tender

N° / ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2021 of/...../2021

ARTICLE 3: DEFINITIONS AND DUTIES

3.1

- a) The Contracting Authority shall be the **Mayor of TOKO Council**; in this respect he preserves the original documents relating to the jobbing order and transmits copies to the Public Contract Regulatory Agency. He shall also respect the administrative, technical and financial clauses of this jobbing order.
- b) The Control Engineer shall be the **Divisional Delegate of MINEPIA/ Ndian**. In this capacity, he shall notify the contractor, the service orders related to the execution of the said project.
- c) The project owner shall be the **Mayor of TOKO Council**
- d) The project manager shall be the **Development Officer of TOKO Council**.
- e) The contractor shall be the executor of the jobbing order.

ARTICLE 4: LANGUAGE, APPLICABLE LAW AND REGULATIONS

4.1 The language to be used shall be either English or French

4.2 The contractor shall be bound to observe the laws, regulations and ordinances in force in Cameroon and in the execution of the jobbing order.

If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this jobbing order are amended after the signature of the jobbing order, the possible direct resulting cost shall be taken into account without gain or loss for either party.

ARTICLE 5: JOBBING ORDER DOCUMENTS

The Contractual document, which form part of this jobbing order are in order of priority.

- 1. The bid letter or commitment letter,
- 2. The bidder's tender and its annexure in all provisions not contrary to the Special Administrative Clauses (SAC) and the Special Technical Conditions (STC) referred to above;
- 3. Then special administrative clauses (SAC);
- 4. The special Technical condition (STC)

5. The particular element necessary for the determination of the contract price, such as in order of priority: the unit price schedule, the detailed of lump sum prices and detailed estimates break down of the lump sum prices;
6. Plans, calculations, notes, trial documents and geotechnical documents;
7. The General Administrative clauses applicable to Public works, supplier and service contract and made enforceable by Order No. 033/CAB/PM of 13th February 2007
8. The General Technical conditions applicable on the services forming the object of the jobbing order.

ARTICLE 6: GENERAL APPLICABLE TEXTS

This jobbing order shall be governed by the following texts:

- Law No. 96/12 of 05 August 1996 on the management of the environment.
- Texts governed the various professional bodies.
- Decree No. 2004/275 of 24th September to institute the public Contract code
- Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public contract Regulatory Agency;
- Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for implementing the Tax and customs system applicable to public contracts
- Order No. 03/CAB/PM of 13 February 2007 enforcing the General Administrative clauses applicable to public works, supplies and services contract;

ARTICLE 7: COMMUNICATION

- 7.1 All notifications and written communication within the framework of this jobbing order shall be sent to the following address:
- a) In the case where the contractor is the addressee : beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the contracting authority and immediately after completion of the works, correspondences shall be validly address to the Project owner
- b) In the case where the contracting authority is the addressee: copies should be addressed to the project owner and the control Engineer.
- 7.2 The contractor shall address all written notifications or correspondences to the control Engineer with a copy to the project owner.

ARTICLE 8: SERVICE ORDERS

- 8.1 The service order to start execution shall be signed by Contracting Authority and notified by the Control Engineer.
- 8.2 Service Orders Serving as warnings shall be signed by the Contracting Authority.
- 8.3 The contractor has the time-limit of fifteen (15) days to issue reservations on any service order received. Having reservations shall not free the enterprise of executing the service orders received.

ARTICLE 9: CONTRACTORS PERSONNEL

- 9.1 Any notification, even partial, made to the technical offer shall only occur after the written approval of the control engineer. In case of such notification, the contractor shall have the personnel replaced by a staff of equal competence (qualification and experience).
- 9.2 In whatever case, the list of supervisory staff to be used shall be subject to the approval of the control Engineer within fifteen (15) days of the notification of the service order to start execution. The control Engineer has eight (8) days to notify his opinion in writing with a copy being sent to Contracting Authority. Beyond this time-limit, the personnel list shall be considered as approved.
- 9.3 Any unilateral notification on the supervisory staff made in the technical offer prior to and during the works shall be a reason for termination of the jobbing order or the application of penalties as mentioned in Article 38 below.

CHAPTER 2: FINANCIAL CLAUSES

ARTICLE 10: GUARANTEES AND SECURITIES

10.1 Final Bond

The final bond shall be fixed at 2% of the amount of the jobbing order, inclusive of all taxes.

The guarantee must be returned or released within one month following the date of provisional acceptance of the works.

The Contracting Authority shall order the release upon request by the contractor.

10.2 Guarantee Retention

The guarantee retention is fixed at 10% of the tax inclusive amount of the contract.

This shall be liberated following a release order issued by the Contracting Authority within one (01) month after final acceptance upon request by the contractor.

10.3 Guarantee of start off payment

The contractor may be granted a start off amount of 20% of the contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

ARTICLE 11: AMOUNT OF THE JOBBING ORDER

The amount of this jobbing order as per the attached bill of quantities and cost estimates is

_____ (in figures) _____ (in words) CFA

ARTICLE 12: PLACE AND METHOD OF PAYMENT

The contractor shall be paid by monthly installments, based on the certification by the control Engineer of the various phases of work completed. The control Engineer and the contractor shall sign these installment payments.

All sums due to the installment payment vouchers to account N° _____ opened by the contractor at

ARTICLE 13: PRICE VARIATION

Prices shall be firm and not subject to any price revision.

ARTICLE 14: METHOD OF EVALUATION OF WORK DONE

The work done shall be evaluated using the unit price.

ARTICLE 15: EVALUATION OF MATERIALS/EQUIPMENT ON SITE

- 15.1 The contractor shall be paid for usable materials/equipment intended for the execution of the works mobilized on site in the event where the jobbing order is prematurely terminated as provided for by the Regulations in force especially the public contract code.
- 15.2 No security shall be requested for payment on account of supplies or materials/equipment which is already on site.

ARTICLE 16: START OFF PAYMENT

The contractor shall be granted a start-off advance of 20% of the contract amount (inclusive of taxes) upon request. The start-off payment shall be reimbursed in full the moment the work is executed at 80% of the value of the contract.

ARTICLE 17: PAYMENT ON ACCOUNT

- 17.1 The amount of payment on account shall not exceed the value of the technical execution phases carried out.
- 17.2 Payment on account may be spread over the duration of the execution of the jobbing order according to technical execution phases as defined in the jobbing order.
- 17.3 Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.
- 17.4 The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.
- 17.5 The control Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the contracting authority.
- 17.6 The contracting authority has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

ARTICLE 18: INTEREST ON OVERDUE PAYMENT

- 18.1 Where the delay in payment fixed in Article 17 above is attributed to the Contracting Authority or accounting officer, the contractor shall be dully entitled to interest on overdue payments calculated from the day of issue of the payment voucher by the accounting officer.
- 18.2 The interest rate on overdue payments referred to Article 18 (1) above shall be the intervention rate of the Bank of Central African States (BEAC) in invitation to tender with a surcharge of one (1) point.
- 18.3 The amount of the interest on overdue payments shall be calculated according to the formula:

$$I = M \times (n/360) \times (i)$$

Where: M = Amount, all taxes inclusive, due the contractor

n= Number of calendar days of delay

i= The BEAC intervention rate concerning invitation to tender with a surcharge of one (1) point.

- 18.4 Interest of overdue payments shall not be applied on amounts already including compensations for delayed payments.
- 18.4 Interest on overdue payments shall be liable to taxes.

ARTICLE 19: PENALTIES FOR DELAY

19.1 The amount set for penalties for delays is set as follows:

- a) One two thousandth ($1/2000^{\text{th}}$) of the initial jobbing order amount all taxes inclusive per calendar day of delay from the first (1^{st}) to the thirtieth (30^{th}) day beyond the contractual time-limit.
- b) One thousandth ($1/1000^{\text{th}}$) of the initial amount of the jobbing orders inclusive of all taxes per calendar day beyond the 30^{th} day.

19.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial jobbing order inclusive of all taxes.

ARTICLE 20: FINAL DETAILED INVOICE

20.1 After completion of the works and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final invoice for works executed and which summaries the total sums to which the contractor may be entitled as a result of the execution of the whole jobbing order.

20.2 The contracting has 30 days to forward the corrected and approved invoice to the competent accounting officer.

ARTICLE 21: RELEASE OF GUARANTEE RETENTION

The Contracting Authority has 30 days after final acceptance to release the 10% guarantee retention.

ARTICLE 22: TAX AND CUSTOMS SCHEDULE

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

- Registration dues in accordance with the tax code;
- Dues and taxes attached to the execution of services provided for in the jobbing order;

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

ARTICLE 23: REGISTRATION AND STAMP DUTY

Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

CHAPTER 3: EXECUTION OF THE WORKS

ARTICLE 24: EXECUTION TIME-LIMIT OF THE JOBBING ORDER.

- 24.1 The time-limit for the execution of the works forming the object of this jobbing order shall be Three (3) Months.
- 24.2 This time limit shall run from the date of notification of the service order to commence execution of the works.

ARTICLE 25: ROLES AND OBLIGATION OF THE CONTRACTOR

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the control Engineer in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessarily for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To this end, he cannot use any omission or under estimation of the works to make any claims of any nature whatsoever.

Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before acceptance, failing which the Contracting Authority shall automatically precede with it soon after the expiry date, at the contractor's expense.

ARTICLE 26: ROLES AND OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority shall make the site available for the works without interruption. The Contracting Authority shall authorize the contractor to install a site of the work and allocate any necessary installation for the use of the contractor.

The Chief of Service shall within 20 days of notification to commence works provide the contractor with necessary documents relating to the works.

ARTICLE 27: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES

The contractor shall take out a third party risk insurance concerning persons, property, or liabilities from an insurance company governed by the "CIMA" insurance code.

ARTICLE 28: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR

28.1 Program of works and Quality Assurance Plan

Within a maximum deadline of thirty (30) days from the date of notification of the service

Order to commence execution, the contractor shall submit in five (5) copies for the approval of the Chief of Service after the endorsement of the Engineer the execution programme of the works, his work schedule, his draft Quality Assurance Plan and environmental management plan.

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

Two (2) copies of these documents will be returned to him within a deadline of between eight and fifteen days from the date of acceptance with:

Either the indication “**GOOD FOR EXECUTION**”;

Or, the indication of their rejection including the reasons for the said rejection

The Contractor has eight (8) days to present a new one.

The Chief of Service then has a deadline of five (5) days to give his approval or possibly make remarks. In this case, the procedure is started all over without this affecting the contractual time-limit.

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

The Contractor will constantly update on site, a schedule that will take account of the real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Delegated Contracting Authority.

- a) The Contractor shall indicate in this programme the equipment and methods which he intends to use as well as the personnel he intends to employ.
- b) The approval granted by the Contracting Authority shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the jobbing order..

ARTICLE 38: SUB-CONTRACTING

This jobbing order may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial jobbing order amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said jobbing order.

CHAPTER IV: ACCEPTANCE

ARTICLE 29: PROVISIONAL ACCEPTANCE

Before the provisional acceptance, the contractor shall request in writing to the Contracting Authority with a copy to the Engineer the organization of a technical acceptance that shall amongst others ascertain that:

- 29.1 Tests and checks are carried out;
- 29.2 The folding up of the site installations and the restitution of the site as it was;
- 29.3 The acceptance committee shall comprise the following members:

- The Mayor of TOKO COUNCIL (Vote Holder) President
- The Divisional Delegate of MINEPIA (Engineer) Secretary
- The Council Development Office (CDO) for TOKO Council Member
- The Contractor or his representative Member
- The Divisional Delegate of MINMAP/Ndian or his representative Observer
- The Divisional Delegate of MINEPAT/Ndian or his representative Observer

The contractor shall be informed of the acceptance by mail at least ten (10) days prior to the date of acceptance.

His absence is equivalent to acceptance with reservation of the conclusion of the acceptance Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed to provisional acceptance of the works if there is need.

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the commission.

The minutes of the provisional acceptance report shall specify or set the date of completion of the works.

29.4 The guarantee period commences from the date of acceptance of this provisional acceptance.

ARTICLE 34: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

30.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the maintenance of the works.

30.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 34.1 above.

ARTICLE 31: GUARANTEE PERIOD

The guarantee period shall be one (1) year to run from the date of the provisional acceptance of the works.

ARTICLE 32: FINAL ACCEPTANCE

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

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

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 33: TERMINATION OF THE JOBBING ORDER

The jobbing order may be terminated as provided for in Part III Paragraph 2 of Decree No. 2004/275 of 24 September 2004 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC especially in case of:

- Delay of more than fifteen (15) days in the execution of a Service Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10% of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non payment for services.

ARTICLE 34: FORCE MAJEURE

If the contractor were to raise the issue of force majeure, concluded after its signature by the Contracting Authority for Toko Council and shall only come into force after its notification to the contractor, by the Contracting Authority the thresholds below which claims shall not be admitted are:

Rainfall: 200mm in 24hours

Wind: 40m/s

Flood: decennial flood frequency

In the event of circumstances beyond his control hindering the progress of the works, the contractor shall only be relieved of his responsibilities if he notifies the Administration in writing of his intention to invoke these circumstances of force majeure within fifteen (15) days of the occurrence of the event. However, the Administration still reserves the right to appreciate the circumstances of the force majeure.

ARTICLE 35: LITIGATION

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the competent court in the Ndian Division of the Republic of Cameroon.

ARTICLE 36: DRAFTING AND DISSEMINATION OF THIS JOBBING ORDER

Seven (7) copies of this jobbing order shall be produced at the cost of the contractor and furnished to the Chief of Service.

ARTICLE 37 AND LAST: VALIDITY OF THE JOBBING ORDER

This jobbing order shall be regarded as finally concluded after its signature by The Contracting Authority and it shall only come into force after it has been notified to the Contractor

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Département du N'dian

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Secretariat General

TOKO COUNCIL INTERNALTENDER'S BOARD (BY EMERGENCY PROCEDURE)

OPEN NATIONAL INVITATION TO TENDER

N° 004/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of 31/03/2022

**FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 5 SPECIAL TECHNICAL CONDITIONS

SPECIAL TECHNICAL CONDITIONS (STC)

CHAPTER I – GENERAL INFORMATION

Article 1 EQUIVALENCY OF STANDARDS AND CODES

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

In case of conflicts of terms or issues in these technical specifications with the GCC and / or Contract Data the terms or issues in the GCC and / or Contract Data shall prevail.

Article 2 LOCATIONS OF WORKS AND VOLUME OF WORK

Works will involve the supply of medical equipment to four (04) Integrated Health Centers in TOKO Council area Ndiab Division.

Their location is defined on the locations and communities in various Divisions of the South West Region. The various works to be executed are detailed in the bill of quantities conform to the nature of supplies to be done

Article 3 GENERAL INSTRUCTIONS

It should be taken into consideration that these specifications complete the nature of supplies and the nature of supplies completes the specifications. The Supervisor shall give modifications to plans provided or technical specifications in writing. Any supplies carried out in negation of these instructions or provisions shall be rejected at the expense of the contractor.

CHAPTER II – ORIGIN, QUALITY AND PREPARATION OF MATERIALS

Article 11 GENERAL INFORMATION

11.1 Safety Measures

The Contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that works is underway and he shall be responsible for any accident that occurs on the works site and / or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence on the works site. Organization of work and security on the works site shall be the responsibility of the Contractor

11.2 Traffic

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the Contractor and in case of any breach of contract by the latter, the Supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the Contractor. Where interference with traffic is inevitable, the opinion of local administrative authorities shall be required for any obstruction for a given period.

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N° **004**/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of **31/03/2022**

**FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 6

SCHEDULE OF UNIT PRICES

SCHEDULE OF UNIT PRICES

For the Equipment of Two (02) Poultries at Toko Ngolo, Toko Sub Division - Ndian Division

N°	Designation	Unit	Qty	Unit Price (In Figures)	Unit Price (In Words)
100	Lot 100: Broilers				
101	Purchase of Cobb 500 Chicks	u	1,000		
102	Purchase of hubbard 500 chicks	u	1000		
200	Lot 200: Feeders				
201	first stage feeders (plastic trays)	u	100		
202	grower feeders (10 liters)	m ³	120		
300	Lot 300: Drinkers				
301	first stage plastic drinkers (3 liters)	u	100		
302	grower plastic drinkers (10 liters)	u	120		
400	Lot 400: Feed				
401	Starter feed (50kg)	bags	64		
402	Grower feed (50kg)	bags	126		
403	Finisher feed (50kg)	bags	64		
500	Lot 500: Drugs & Chemicals				
501	Anti-stress	kg	4		
502	Anti-biotic	kg	16		
503	Vitamins	kg	8		
504	Deworming	kg	4		
505	Liver protection	kg	2		
506	Vaccines	vial	4		
507	Disinfectant	liter	40		
	Subtotal lot 500				
600	Lot 600: Other equipment				
601	Gas heater (brooder)	u	4		
602	Gas bottle	u	4		
603	Wheel barrow	u	6		
604	Weighing scale	u	4		
605	Shovel	u	10		

606	Bucket (10 liters)	u	30		
607	spraying can (15 liters)	u	4		
608	Generator (SDMO)	u	2		
700	Lot 700: Other inputs (fuel and engine oil)				
701	fuel	liter	125		
702	engine oil	liter	50		
800	Lot 800: Saw dust				
801	Saw dust	bags	70		
900	Lot 900: Transportation				
901	Transportation	lunpsum			

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**FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 7

BILL OF QUANTITIES AND COST ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATE

FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISIONNDIAN DIVISION

N°	Designation	Unit	Qty	Unit Price	Total
100	Lot 100: Broilers				
101	Purchase of Cobb 500 Chicks	u	1,000		
102	Purchase of hubbard 500 chicks	u	1000		
	Subtotal lot 100				
200	Lot 200: Feeders				
201	first stage feeders (plastic trays)	u	100		
202	grower feeders (10 liters)	m ³	120		
	Subtotal lot 200				
300	Lot 300: Drinkers				
301	first stage plastic drinkers (3 liters)	u	100		
302	grower plastic drinkers (10 liters)	u	120		
	Subtotal lot 300				
400	Lot 400: Feed				
401	Starter feed (50kg)	bags	64		
402	Grower feed (50kg)	bags	126		
403	Finisher feed (50kg)	bags	64		
	Subtotal lot 400				
500	Lot 500: Drugs & Chemicals				
501	Anti-stress	kg	4		
502	Anti-biotic	kg	16		
503	Vitamins	kg	8		
504	Deworming	kg	4		
505	Liver protection	kg	2		
506	Vaccines	vial	4		
507	Disinfectant	liter	40		
	Subtotal lot 500				
600	Lot 600: Other equipment				
601	Gas heater (brooder)	u	4		

602	Gas bottle	u	4		
603	Wheel barrow	u	6		
604	Weighing scale	u	4		
605	Shovel	u	10		
606	Bucket (10 liters)	u	30		
607	spraying can (15 liters)	u	4		
608	Generator (SDMO)	u	2		
	Subtotal lot 600				
700	Lot 700: Other inputs (fuel and engine oil)				
701	Fuel	liter	125		
702	Engine oil	liter	50		
	Subtotal lot 700				
800	Lot 800: Saw dust				
801	Saw dust	bags	70		
	Subtotal lot 800				
900	Lot 900: Transportation				
901	Transportation	lunpsum			
	Subtotal lot 900				
SUMMARY					
Lot 100: Broilers					
Lot 200: Feeders					
Lot 300: Drinkers					
Lot 400: Feed					
Lot 500: Drugs & Chemicals					
Lot 600: Other equipment					
Lot 700: Other inputs (fuel and engine oil)					
Lot 800: Saw dust					
Lot 900: Transportation					
TOTAL HT					
TVA (19.25%)					
AIR (2.2% or 5.5%)					
TOTAL GENERAL TTC					
NET TO BE PAID					

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OPEN NATIONAL INVITATION TO TENDER

N° 004/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of 31/03/2022

**FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 8 MODEL JOBBING ORDER

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

*** **

Ministry of Decentralization and Local
Development

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South West Region

*** **

Ndian Division

*** **

TOKO Sub Division

*** **

TOKO COUNCIL

*** **

General Secretariat



P.O Box 14 MUNDEMBA
Contact: 671 41 22 07, 653 47 35 19

REPUBLIQUE DU CAMEROUN

Paix -Travail—Patrie

*** **

Ministère de la Décentralisation et
Développement Local

*** **

Région du Sud-Ouest

*** **

Département du Ndian

*** **

Arrondissement de TOKO COUNCIL

*** **

COMMUNE DE TOKO

*** **

Secretariat General

JOBING ORDER N° / JO / TC / ITB / PIB / 2022

Awarded after Open National Invitation to Tender

N° / ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of/...../2022

FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO, TOKO SUB DIVISION - NDIAN DIVISION

BENEFICIARY: (Contractor and complete address)

B.P..... at Tel: Fax

Business Registry No: at

Tax Payers' Card No:

SUBJECT: EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO, TOKO SUB DIVISION.

PLACE: TOKO NGOLO – NDIAN.

EXECUTION DEADLINE: Three (03) months

AMOUNT IN FCFA:

FINANCING: PIB 2022

BUDGET HEAD:

LOCATION:

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

BETWEEN:

TOKO Council, with head office in TOKO Town, represented by The MAYOR
(Tel:), hereinafter referred to as the “The Contracting Authority”

ON THE ONE PART,

AND

Enterprise

Whose head office is at

Hereinafter referred to as the “Contractor”

Address: P.O. Box Tel Fax

Reg. No

Tax Payers’ Card No

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

SUMMARY

Part I: Special Administrative Clause (SAC)

Part II: Special technical Conditions (STC)

Part III: Schedule of Unit Prices

Part IV: Details or Estimates

Page and last of **JOBGING ORDER N° / JO / TC / ITB / PIB / 2022**

Awarded after an Open National Invitation to Tender

N° / ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of/...../2022

With

FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO, TOKO SUB DIVISION

EXECUTION DEADLINE: Three (03) Months

AMOUNT OF JOBBING ORDER IN FCFA:

Read and accepted by the Contractor

TOKO (date)

Signed by The Contracting Authority

TOKO (date)

Registration

REPUBLIC OF CAMEROON
Peace – Work – Fatherland
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 Ministry of Decentralization and Local
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 *** **
Arrondissement de TOKO COUNCIL
 *** **
COMMUNE DE TOKO
 *** **
 Secretariat General

TOKO COUNCIL INTERNALTENDER’S BOARD **(BY EMERGENCY PROCEDURE)**

OPEN NATIONAL INVITATION TO TENDER

N° 004/ ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of 31/03/2022

**FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
 TOKO SUB DIVISION - NDIAN DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 9
FORMS AND MODELS TO BE USED

TABLE OF MODELS

Annexure No. 1:	Model declaration of intention to Tender
Annexure No. 2:	Model Bid Letter
Annexure No. 3:	Model Bid Bond
Annexure No. 4:	Model Final Bond
Annexure No. 5:	Model of start-off advance Bond
Annexure No. 6:	Model Retention fund (Guarantee Retention)

ANNEXTURE N° 1:
MODEL DECLARATION OF INVITATION TO TENDER

I the undersigned, (indicate the name and capacity of signatory)

Representing the Company or enterprise or group with head office atregistered
in the trade register of Under the number

Having taken cognizance of all the documents featured or mentioned in the Tender file:

Tender N°. / ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of/...../2022 FOR THE
EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO after having personally taking account
of the situation of the site and evaluated from my point of view and under my responsibility, the nature
and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in
accordance with the structure featuring in the Tender File;
- I pledge to execute the works within a deadline of three (3) months.
- I pledge to maintain my offer for a duration of **Ninety (90)** days from the deadline of submission of
tenders;

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

Done at

Signature of

In the capacity of

Duly authorized to sign the tenders on behalf of

.....

ANNEXTURE N°2: MODEL BID LETTER

I the undersigned,(indicate the name and capacity of signatory)

Representing the company or enterprise or group with head office at registered in the trade register of Under the number

Having taken cognizance of all the documents featured or mentioned in the Tender file:

Tender N° / ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of/...../2022

FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO after having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender at (in figures and words) FCFA
- I pledge to execute the works within a deadline of three (03) months.
- I pledge to maintain my offer for a duration of **Ninety (90)** days from the deadline of submission of tenders;

The Contracting Authority shall pay the sums due for this contract by crediting account No: Opened in Bank branch.

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

Done at

Signature of

In the capacity of

Duly authorized to sign the tenders on behalf of

.....

ANNEXTURE No. 3: MODEL BID BOND

Addressed to The Contracting Authority

Whereas the undertaking Hereinafter referred to as the “bidder” has submitted his tender on for the, hereinafter referred to as “the tender” and to which must be attached a bid bond equivalent to FCFA

We (name and address of the bank), represented by (names of signatories), hereinafter referred to as “the Bank” hereby declare to guarantee payment to the Contracting Authority of the maximum sum of, that the bank pledges to pay in full to the Contracting Authority, bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or
If the Bidder, having been notified of the award of the contract by the Contracting Authority during the period of Bid validity:

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

We undertake to pay the Contracting Authority an amount up to the maximum of the sum referred to above upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in its demand the Contracting Authority shall note that the amount claimed by him is due, because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

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

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

Signed and authenticated by the bank

at, on

(Bank’s signature)

ANNEXTURE N° 4: MODEL FINAL BOND

Bank:
Reference of the Bond No:

Addressed to The MAYOR TOKO COUNCIL

Hereinafter referred to as “The Contracting Authority”

Whereas (name and address of contractor) hereinafter referred to “the Contractor”,
pledge , in execution of the contract, to carry out the works of

Whereas it is stipulated in the contract that the contractor shall furnish the Contracting Authority a
final bond of two percent (2%) of the amount of the contract as security for compliance with the
contractor’s performance obligations in accordance with the Contract.

Whereas we have agreed to provide the Contractor with this guarantee;

We, (name and address of bank),
Represented by (name of signatories)

hereinafter referred to as “the Bank”, and we pledge to pay to the Contracting Authority within a
maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has
not fulfilled his contractual obligations, without being able to defer the payment nor raise any contest
for whatever reason, the sum of (in letters and
in words).

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the
date of the provisional acceptance of the works.

After this date the caution shall no longer be valid and shall be returned to us without any request on
our part.

Any request for payment formulated by the Contracting Authority by virtue of this bond should be done
by registered mail with acknowledgement of receipt to reach the bank during the period of validity of
this commitment.

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

Signed and authenticated by the bank at on
[signature of the bank]

ANNEXTURE N° 5: MODEL OF START-OFF ADVANCE BOND

Bank reference :.....

Address:

We, the undersigned,.....(bank, address) hereby declare by the present to guarantee on behalf of (the Holder) to the benefit of the Contracting Authority (the Beneficiary) the payment, without contest and upon receipt of the first written request by the beneficiary, declaring that (the holder) has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of **JOBGING ORDER N° / JO /TC / ITB / PIB / 2022** of relating to the of the total sum corresponding to the advance of thirty percent (30%) of the amount inclusive of all taxes of **JOBGING ORDER N° / JO /TC / ITB / PIB / 2022**, payable upon notification of the corresponding Service Order to start work that is,F CFA.

This bond shall enter into force and shall take effect upon acceptance of the respective parts of this advance into the accounts of (the holder) opened in the bank under No

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

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

Signed and authenticated by the bank at on

Signature of the bank

ANNEXTURE N° 6:

MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)

Bank:
Reference of the Bond No:

Addressed to The MAYOR TOKO COUNCIL
Hereinafter referred to as “The Contracting Authority”

Whereas (name and address of contractor) hereinafter referred to “the Contractor”,
pledge , in execution of the contract, to carry out the works of

Whereas it is stipulated in the contract that the guarantee retention fixed at ten percent (10%) of the
amount of the contract may be replaced by a joint guarantee;

Whereas we have agreed to provide the Contractor with this guarantee;

We, (name and address of bank),
Represented by (name of signatories) and hereinafter referred to as
“the Bank”;

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the
Contracting Authority for a maximum amount of (in figures and in letters)
corresponding to ten percent (10%) of the contract amount.

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

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

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

Any request for payment formulated by the Contracting Authority by virtue of this bond should be done
by registered mail with acknowledgement of receipt to reach the bank during the period of validity of
this commitment.

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

Signed and authenticated by the bank at on
[signature of the bank]

REPUBLIC OF CAMEROON
Peace – Work – Fatherland
 *** **
**Ministry of Decentralization and
 Local Development**
 *** **
South West Region
 *** **
Ndian Division
 *** **
TOKO Sub Division
 *** **
TOKO COUNCIL
 *** **



P.O Box 14 MUNDEMBA
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Région du Sud-Ouest
 *** **
Département du Ndian
 *** **
Arrondissement de TOKO
 *** **
COMMUNE DE TOKO
 *** **

ATTESTATION OF SITE VISIT

I the undersigned..... Mayor of TOKO Council, TOKO Sub-division, Ndian
 Division - South West Region

Attest that (Enterprise) Represented by its Director,
 Mr.....

Address: P.O. Box Tel Email

Visited the site for the EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
 TOKO SUB-DIVISION, NDIAN DIVISION, SOUTH WEST REGION

This attestation is delivered to him/her to serve its purpose.

Done at..... the

THE MAYOR

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

*** **

Ministry of Decentralization and Local
Development

*** **

South West Region

*** **

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TOKO COUNCIL INTERNALTENDER'S BOARD

OPEN NATIONAL INVITATION TO TENDER

N° **004/** ONIT / MAYOR TOKO COUNCIL / TC-ITB/ 2022 of **31/03/2022**

FOR THE EQUIPMENT OF TWO (02) POULTRIES AT TOKO NGOLO,
TOKO SUB DIVISION - NDIAN DIVISION

FINANCING: PUBLIC INVESTMENT BUDGET 2022

DOCUMENT N° 10

LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS

LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS
AUTHORIZED TO ISSUE BONDS FOR PUBLIC CONTRACTS

- a) BICEC
- b) Union Bank of Cameroon Plc
- c) ECOBANK
- d) United Bank of Africa
- e) Afriland first Bank
- f) SCB – Credit Agricole
- g) SGBC
- h) Amity Bank Plc
- i) Standard Chartered Bank
- j) National Financial Credit
- k) CBC
- l) CITI Bank

