

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTRE DE LA DECENTRALISATION ET LE
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MENCHUM

ARRONDISSEMENT DE FUNGOM

COMMUNE DE ZHOA

SERVICE DE PASSATION DES
MARCHES



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MENCHUM DIVISION

FUNGOM SUB-DIVISION

ZHOA COUNCIL

Website: www.zhoacouncil.com

E-mail: infos@zhoacouncil.com

CONTACT :

SERVICE FOR THE AWARD OF CONTRACTS

OPEN NATIONAL INVITATION TO TENDER

N° 03 /ONIT/MINDDEVEL/ZC/ZCITB/2022 OF _14/01/2022_
FOR THE SUPPLY OF MEDICAL EQUIPMENTS TO SOME
HEALTH CENTRES IN ZHOA COUNCIL, MENCHUM
DIVISION NORTH WEST REGION

CONTRACTING AUTHORITY: THE LORD MAYOR ZHOA COUNCIL

PROJECT OWNER

THE LORD MAYOR ZHOA COUNCIL

FINANCING: PUBLIC INVESTMENT BUDGET 2022

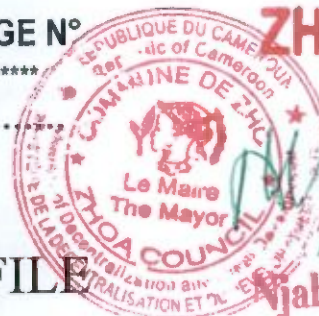
EXPENDITURE AUTHORIZATION N°

VOTE OF CHARGE N°

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TENDER FILE

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**MAYOR OF
ZHOA COUNCIL**

Njah Titus Ndongkeh

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TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N° 03_/ONIT/MINDDEVEL/ZC/ZCITB/2022 OF 14/01/2022_ FOR THE SUPPLY OF MEDICAL EQUIPMENTS TO SOME HEALTH CENTRES IN ZHOA COUNCIL, MENCHUM DIVISION NORTH WEST REGION

1) SUBJECT OF THE INVITATION TO TENDER:

Within the frame-work of the 2022 Public Investment Budget, the Contracting Authority (The Lord Mayor Zhoa council), hereby representing the State of Cameroon, launches an Open National Invitation to tender for the supply of medical equipment in the integrated health centres of ESU, WEH, ISE and ZHOA in Fungom Sub Division, Menchum Division North West Region

2) CONSISTENCY/NATURE OF SERVICE:

The works subject of this invitation to tender shall require the supply of medical equipment in the integrated health centres of ESU, WEH, ISE and ZHOA, in Fungom Sub-Division in Menchum Division -North West Region. The works and service required are found in the detail description mentioned in the respective bills of quantities and cost estimates.

3) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Project Owner for the execution of the works subject of this tender shall be **ninety calendar days (three months)** with effect from date of notification of the Service Order to start execution.

4) ALLOTMENT:

The works subject of this invitation to tender shall be in one lot defined with specifications as in the table below:-

Lot	Works	Locality
1	supply of medical equipment in the Medicalized health centre, Esu	Esu in Fungom Sub Division, Menchum Division, North West Region
2	supply of medical equipment in the Medicalized health centre, Zhoa	Zhoa in Fungom Sub Division, Menchum Division, North West Region
3	supply of medical equipment in the integrated health centre, Weh	Weh in Fungom Sub Division, Menchum Division, North West Region
4	supply of medical equipment in the integrated health centre, Ise	Ise in Fungom Sub Division, Menchum Division, North West Region

5) COST ESTIMATE:

The estimated cost of the operations (tasks) following feasibility studies stands as specified in the table below:-

Lot	Works	Locality	Estimated Cost
1	supply of medical equipment in the Medicalized health centre, Esu	ESU	15 000 000 FCFA
2	supply of medical equipment in the Medicalized health centre, Zhoa	ZHOA	10 000 000 FCFA
3	supply of medical equipment in the integrated health centre, Weh	WEH	15 000 000 FCFA
4	supply of medical equipment in the integrated health centre, Ise	ISE	1 000 000 FCFA

6) PARTICIPATION AND ORIGIN:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon with the required technical and professional expertise in the domain of **supplies** accompanied by the necessary financial capability.

7) FINANCING:

Works which form the subject of this invitation to tender shall be financed as per the programmed budget head of the **2022 Public Investment Budget (PIB 2022)** of the Republic of Cameroon as specified in the table below:-

Lot	Ministry	Project Owner	Works	Provisional Amount	Vote of charge N°	Expenditure authorization N°
1	Public Health	Mayor Zhoa council	supply of medical equipment in the Medicalized health centre, Esu	15 000 000 FCFA	56 40 047 06 641665 524412 611	IX06038
	Public Health	Mayor Zhoa council	supply of medical equipment in the Medicalized health centre, Zhoa	10 000 000 FCFA	56 40 047 06 641665 524412 611	IX06036
	Public Health	Mayor Zhoa council	supply of medical equipment in the integrated health centre, Weh	15 000 000 FCFA	56 40 047 06 641665 524412 611	IX06035
	Public Health	Mayor Zhoa council	supply of medical equipment in the integrated health centre, Ise	10 000 000 FCFA	56 40 047 06 641665 524412 611	IX06037

8) BID BONDS (PROVISIONAL GUARANTEE):

Each bidder shall enclose in his administrative documents a bid bond issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance and that shall respect the model in this tender file featuring on the list in document 12 of the tender file and valid for ninety (90) days beyond the original date of the validity of the offers.

Lot	Works	Locality	Estimated Cost	Bid Bond	Tender Fee
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1	supply of medical equipment in the Medicalized health centre, Esu	ESU	15 000 000 FCFA	300 000 FCFA	30 000 FCFA
2	supply of medical equipment in the Medicalized health centre, Zhoa	ZHOA	10 000 000 FCFA	200 000 FCFA	30 000 FCFA
3	supply of medical equipment in the integrated health centre, Weh	WEH	15 000 000 FCFA	300 000 FCFA	30 000 FCFA
4	supply of medical equipment in the integrated health centre, Ise	ISE	10 000 000 FCFA	200 000 FCFA	30 000 FCFA

9) CONSULTATION OF TENDER FILE:

The Tender documents may be consulted immediately after publication of this invitation to tender from the Services of the **Contracting Authority (Service in charge of the contracts award)** during working hours at the **Zhoa council premises** during working hours in Zhoa.

10) ACQUISITION OF TENDER FILE:

The Tender documents shall be obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority during working hours at the **Zhoa council Premises**. The document shall be obtained upon presentation of a Treasury receipt showing the payment of a non-refundable sum as follows;

Lot	Works	Locality	Estimated Cost	Bid Bond	Tender Fee
1	supply of medical equipment in the Medicalized health centre, Esu	ESU	15 000 000 FCFA	300 000 FCFA	30 000 FCFA
2	supply of medical equipment in the Medicalized health centre, Zhoa	ZHOA	10 000 000 FCFA	200 000 FCFA	30 000 FCFA
3	supply of medical equipment in the integrated health centre, Weh	WEH	15 000 000 FCFA	300 000 FCFA	30 000 FCFA
4	supply of medical equipment in the integrated health centre, Ise	ISE	10 000 000 FCFA	200 000 FCFA	30 000 FCFA

11) SUBMISSION OF BIDS (OFFERS):

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in **eight (8)** copies that is **one (01) original and seven (07) copies** labelled as such. These shall be submitted in one sealed external envelope containing three (3) envelopes, that is, **Envelope A: Administrative Documents, Envelope B: Technical documents and Envelope C: Financial documents**. It shall reach the **Zhoa council in the service in charge of contract award** not later than **05/02/2022 At 10am** local time. The sealed external envelope shall be free of all identification marks. failing which it shall be rejected.

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

OPEN NATIONAL INVITATION TO TENDER

Nº 03 /ONIT/MINDDEVEL/ZC/ZCITB/2022 OF 14/01/2022_14/01/2022 FOR THE SUPPLY OF MEDICAL EQUIPMENTS TO SOME HEALTH CENTRES IN ZHOA COUNCIL, MENCHUM DIVISION NORTH WEST REGION

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

12) ADMISSIBILITY OF OFFERS:

Under risk of being rejected, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities as the case may be (*Example: SDO, DO etc*) and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be

older than three (03) months or must not be produced after the submission of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared null and void, especially bids containing a bid bond not issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority shall be released for unsuccessful bidders not later than **thirty (30) days** after the period of bid validity. For the successful bidder to whom the contract will be awarded, the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided.

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

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

13) OPENING OF BIDS (OFFERS):

Bids shall be opened by the **Zhoa council Tenders Board** in a single phase on the **_05/02/2022_ at 11am** local time in the conference hall of the **Zhoa council premises**. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be **rejected**.

14) EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following:

A) Eliminary Criteria.

- Offers (bids) submitted after the deadline or time limit;
- False declaration or forged documents;
- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance

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

- Technical evaluation mark less than **70%** (*non-respect of 70% of the essential criteria*);
- Absence of quantified unit price (*omission of a unit price in the financial bid*).

B) Essential Criteria They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of: -

- (i) Technical documents, it shall be the binary method (**YES or NO**) based on the following distribution of points:

CRITERA	POINTS
GENERAL PRESENTATION OF THE BIDS	6
EXPERIENCE OF THE COMPANY	9
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	9
TECHNICAL EQUIPMENT	5
METHODOLOGY FOR THE EXECUTION OF WORKS	11
TOTAL	40

NB:

- Any Bid that shall not obtain **70%** evaluation in the technical documents shall simply be rejected.

-Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).

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

15) VALIDITY OF OFFERS:

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

16) AWARD OF THE CONTRACT:

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

17) COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the Service for the Contracts Award at **Zhoa council.**

18) AMENDMENT TO THE INVITATION TO TENDER:

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

The Contracting Authority may at any time, amend this invitation to tender. He shall publish the amendments and communicate same to companies that bought the tenders file. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

Zhoa, the _____

Copies :

- CHAIRMAN, Zhoa council Tenders Board
- Divisional Delegation of Public contracts- Wum
- ARMP Bamenda (for publication and filing)
- Zhoa council Service for the award of Contracts (for filing)
- CRTV/ Wum Radio House(s), to facilitate publicity
- BILL BOARDS
- CHRONO



DOSSIER N° 1

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AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 03 /ONIT/MINDDEVEL/ZC/ZCTB/2022 DU 14/01/22 POUR LES TRAVAUX DE FOURNITURES ET INSTALLATIONS DES EQUIPEMENTS MEDICAUX DANS CERTAIN CENTRES DE SANTE INTEGRE DANS L'ARRONDISSEMENT DE FUNGOM, DEPARTEMENT DE LA MENCHUM REGION DU NORD-OUEST

1- Objet de l'appel d'offres :

Dans le cadre du Budget d'Investissement Public (BIP) 2022, le **Maire de la Commune de Zhoa**, (Autorité Contractante) représentant l'état du Cameroun lance un Appel d'Offres National Ouvert **pour les travaux fournitures et installations des équipements médicaux dans certains centres de sante intégré dans l'arrondissement de Fungom, département de la Menchum Région du Nord-Ouest**, Arrondissement de **Fungom** dans le Département de la Menchum, Région du Nord-Ouest.

2- Consistance des travaux/ Nature du service

Les travaux objets du présent appel d'offres concerneront **pour les travaux fournitures et installations des équipements médicaux dans certains centres de sante intégré dans l'arrondissement de Fungom, département de la Menchum Région du Nord-Ouest**, Arrondissement de **Fungom** dans le Département de la Menchum, Région du Nord-Ouest. Les travaux et le service requis sont détails des descriptions mentionnées dans le cadre du détail estimatif.

3- Délai d'exécution :

Le délai maximum prévu par le **Maitre d'Ouvrage** pour l'exécution des travaux du présent appel d'offre est de quatre vingt-dix jours (90) continus (trois mois) à partir du jour de la notification de l'ordre de service pour le démarrage.

4- Allotissement :

Les travaux objets du présent appel d'offres sont dans un lot spécifiés dans le tableau ci-après :-

Lot	Travaux	Localité
1	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Esu	ESU dans l'Arrondissement de Fungom, Département de la Menchum Région du Nord-Ouest

	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Zhoa	ZHOA dans l'Arrondissement de Fungom, Département de la Menchum Région du Nord-Ouest
	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Weh	Weh dans l'Arrondissement de Fungom, Département de la Menchum Région du Nord-Ouest
	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Ise	Ise dans l'Arrondissement de Fungom, Département de la Menchum Région du Nord-Ouest

5- Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est spécifié dans le tableau ci-dessous ;-

Lot	Travaux	Localité	Coût prévisionnel
1	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Esu	ESU dans l'Arrondissement de Fungom, Département de la Menchum Région du Nord-Ouest	15 000 000 FCFA
	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Zhoa	ZHOA dans l'Arrondissement de Fungom, Département de la Menchum Région du Nord-Ouest	10 000 000 F CFA
	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Weh	Weh dans l'Arrondissement de Fungom, Département de la Menchum Région du Nord-Ouest	15 000 000 FCFA
	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Ise	Ise dans l'Arrondissement de Fungom, Département de la Menchum Région du Nord-Ouest	10 000 000 FCFA

6- Participation et origine:

La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises ou groupes d'entreprises ayant une bonne réputation ainsi qu'expertise professionnel, technique et financier dans la construction des infrastructures publics basées au Cameroun.

7- Financement :

Les travaux, objet du présent appel d'offres sont financés par la rubrique programmé dans le Budget d'Investissement Public au titre de l'exercice 2022 de la République du Cameroun comme spécifié dans le tableau ci-dessous: -

Lot	Ministère	Maitre d'Ouvrage	Travaux	Coût prévisionnel	N° de l' Imputation	N° de l'autorisation de dépense
1	MINSANTE	Maire de la commune de zhoa	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Esu	15 000 000 FCFA	56 40 047 06 641665 524412 611	IX06038
	MINSANTE	Maire de la commune de zhoa	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Zhoa	10 000 000 F CFA	56 40 047 06 641665 524412 611	IX06036
	MINSANTE	Maire de la commune de zhoa	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Weh	15 000 000 FCFA	56 40 047 06 641665 524412 611	IX06035
	MINSANTE	Maire de la commune	Fournitures et installations des	10 000 000 FCFA	56 40 047 06 641665 524412 611	IX06037

		de zhoa	équipements médicaux dans les centres de sante intégré de Ise			
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8- Cautionnement provisoire (*Garanties de soumission*)

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 la pièce 12 du ce dossier d'appel d'offres et valable pendant quatre-vingt dix (90) jours au-delà de la date originale de validité des offres.

Lot	Travaux	Localité	Coût prévisionnel	Cautionnement provisoire	Prix d'achat du DAO
1	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Esu	ESU	15 000 000 FCFA	300 000 FCFA	30 000 FCFA
2	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Zhoa	ZHOA	10 000 000 F CFA	200 000 FCFA	30 000 FCFA
3	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Weh	WEH	15 000 000 FCFA	300 000 FCFA	30 000 FCFA
4	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Ise	ISE	10 000 000 FCFA	200 000 FCFA	30 000 FCFA

9- Consultation du dossier d'appel d'offres :

Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant (Service communale de passation des marchés) pendant les heures ouvrables au salle de conférence **de la commune de Zhoa**.

10- Acquisition du dossier d'appel d'offres :

Le dossier peut être obtenu dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant pendant les heures ouvrables à **la commune de Zhoa**. Le dossier sera obtenu contre versement d'une somme non remboursable spécifié dans le tableau ci-dessous:-

Lot	Travaux	Localité	Coût prévisionnel	Cautionnement provisoire	Prix d'achat du DAO
1	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Esu	ESU	15 000 000 FCFA	300 000 FCFA	30 000 FCFA
2	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Zhoa	ZHOA	10 000 000 F CFA	200 000 FCFA	30 000 FCFA
3	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Weh	WEH	15 000 000 FCFA	300 000 FCFA	30 000 FCFA
4	Fournitures et installations des équipements médicaux dans les centres de sante intégré de Ise	ISE	10 000 000 FCFA	200 000 FCFA	30 000 FCFA

11- Remise des offres :

Chaque offre rédigée en français ou en anglais sera signé par le soumissionnaire ou son Représentant dument autorisé et présenté en huit (08) exemplaires c.-à-d. **Un (01) original et sept (07) copies marqués**

comme tels de trois enveloppes marqué A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Les offres seront remises étant dans une enveloppe externe fermée au **service de passation des marches de la commune de Zhao** au plus tard le **05/02/2022** à **10 heures**. Cette enveloppe externe devra être adressée à l'Autorité Contractante portant la mention:

AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° 03 /ONIT/MINDDEVEL/ZC/ZCTB/2022 DU 14/01/2022 POUR LES TRAVAUX DE FOURNITURES
ET INSTALLATIONS DES EQUIPEMENTS MEDICAUX DANS CERTAIN CENTRES DE SANTE
INTEGRE DANS L'ARRONDISSEMENT DE FUNGOM, DEPARTEMENT DE LA MENCHUM REGION
DU NORD-OUEST

“A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT”

12 - Admissibilités des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur (Exemple : service des impôts, banques, etc.) ou une autorité administrative (Exemple : Préfet, Sous-préfet, etc.), 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. La double certification ne sera pas acceptée. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable, notamment l'absence de cautionnement provisoire délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances cautionnement.

Cautionnement provisoire sera remis au soumissionnaire qui n'a pas réussi seulement par l'Autorité Contractante au plus tard trente jours après la période de validité. À l'attributaire, le cautionnement provisoire sera remis par l'Autorité Contractante quant il l'aura fourni le cautionnement provisoire. Le montant correspondant à chaque cautionnement provisoire sera reçu par le soumissionnaire de la banque sous présentation de l'original du cautionnement provisoire. Les soumissionnaires restent tenus par leur offre pendant quatre vingt dix (90) jours à partir de la date limite fixée pour la remise des offres.

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

13- Ouverture des plis:

L'ouverture des plis sera faite par la Commission de passation des marchés en une seule phase le **05/02/2022** à **11 heures** heure locale dans la salle conférence présidé par Président de la commission de passation des marchés situé à **Zhoa**. Seul les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et de la réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l'ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

14- Critères d'évaluation:

La conformité d'une offre sera évaluée tenant compte des critères suivants :-

Les offres seront évaluées selon des conditions suivantes.

A) Critères éliminatoires

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes,
- Enveloppes externes ayant les signes d'identification des soumissionnaires,
- Fausse déclaration ou pièce falsifiée
- Absence de cautionnement provisoire ou cautionnement provisoire non délivrée directement au nom du soumissionnaire par une banque de premier ordre agréée par le Ministère chargé des Finances

NB: Cautionnement provisoire pour un groupe d'entreprises doit être adressé au nom de l'entreprise mandaté et les noms d'autres entreprises mentionnés dans le contenant.

- Délai d'exécution plus long que prescrit dans l'Appel d'Offres
- Note technique inférieure à **80%** au niveau de l'évaluation administrative et technique
- Omission dans le bordereau des prix ou d'un prix unitaire dans le dossier financier.

B) Critères essentiels

Ils sont les modalités clés ou primordiales pour le jugement de la capacité technique et financière des candidats pour exécuter les tâches faisant objet de l'appel d'offres. Ils sont déterminés tenant compte de nature et contenant des tâches à exécuter. Donc, dans l'évaluation des:

(i) Dossier techniques, elle sera binaire (**OUI ou NON**) basée sur la distribution des point suivant:-:

CRITERE	POINTS
PRESENTATION GENERALE DE L'OFFRE	6
LES REFERENCES DE L'ENTREPRISE	9
LA QUALITE DU PERSONNEL D'ENCADREMENT DE L'ENTREPRISE	9
LE MATERIEL DE CHANTIER A MOBILISER	5
METHODOLOGIE ET EXECUTION DES TRAVAUX	11
TOTAL	40

Remarque :

- Seules les entreprises ayant obtenu au moins 80% de la notation sur la Secondaire des dossiers administratif et technique seront retenues pour l'étape II ;
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

(ii) Offres financier, il consistera de parcourir les devis quantitative tenant compte de bordereau des prix unitaires et les sous détaille de prix unitaire.

15. Durée de validité des offres

Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

16- Attribution:

Le marché sera attribué au soumissionnaire présentant l'offre la moins disant et remplissant les capacités administratives et techniques requises.

17. Les Renseignements Complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service communale de Passation des Marchés situé à Zhoa

18- Additif à l'appel D'offres:

L'Autorité Contractante se réserve le droit à tout moment, que ce soit à son initiative ou consécutivement à une saisie d'un soumissionnaire avant la date de remise des offres, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres publiant un additif. Tout additif ainsi publié fera partie intégrante du dossier d'appel d'offres. Cet additif sera communiquer par écrit ou signifié par tout moyen laissant trace écrite à tout les soumissionnaires ayant acheté le DAO en tenant compte du temps il faut pour qu'ils préparent bien leurs offres.

Zhoa, le

Ampliations:

- Président de la commission de passation de marché de la commune de Zhoa.
- le Délégué Départemental des Marchés Publics de la Menchum
- ARMP Bamenda (pour publication et archivage)
- Service de passation des marches (pour archivage)
- CRTV
- Radios locales pour faciliter la publicité
- Tableau d'affichage

Le maire de la commune de Zhoa
(Autorité Contractante)



**MAYOR OF
ZHOA COUNCIL**

Njah Titus Ndongkeh

DOCUMENT N° 02

GENERAL REGULATIONS OF THE INVITATION TO TENDER

CONTENTS

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- Article 8: Content of Tender File
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- Article 14: Amount of bid
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- Article 25: Opening of bids and petitions
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- Article 28: Determination of their compliance
- Article 29: Qualification of the bidder
- Article 30: Correction of errors
- Article 31: Conversion into a single currency
- Article 32: Evaluation of financial bids

- A1. The declaration of intention to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1000 FCFA. (*see Model Form N° 01 for the format*)
- A2. A Treasury Receipt showing the payment for the tender fee as indicated in the Tender notice per LOT
- A3. An attestation of a bank account in the name of the company (enterprise).
- A4. The original copy of a bid security in bidder's name (Bank caution/bid bond) as indicated in the Tender notice per LOT from a bank accredited by the Ministry of Finance and recognised by COBAC ("Commission Bancaire pour l'Afrique Central") (*see Model Form N° 04 for format*).
- A5. A recent copy of Tax payer's card (**must bear the current tax regime of the bidder**).
- A6. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit)
- A7. An original certificate of tax assessment certifying that the bidder owes no taxes
- A8. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions
- A9. A certified copy of certificate of incorporation
- A10. An original Certificate of non-exclusion from the public contracts by the Regulatory Organ of Public Contracts (ARMP)
- A11. An original attestation of site visit signed by the Managing Director of the company/enterprise or a Representative duly mandated *see Model form N° 13 for format*
- A12. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise
- A13. The Special Tender Regulations initialled and signed on the last page.
- A14. The Special Administrative clauses initialled and signed on the last page
- A15. Power of attorney where necessary
- A16. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises

2. ENVELOPE B-Technical Documents

Technical offer will contain:-

- (a) Information on the qualification of the bidder.
 - (b) Methodology bearing the constituent elements of the technical proposal of the bidder such as:-
 - (i) Methodological note on the analyses of the tasks involved
 - (ii) Organization of the company towards the accomplishment of the tasks.
 - (iii) Planning on which the company depends to accomplish the tasks
 - (c) Prove of acceptance of the conditions of the contract by putting visa on the administrative and technical documents such as the Special Administrative conditions ("CCAP") and the Special Technical Conditions ("CCTP")
 - (d) Commentary on the technical choice of the project and eventual proposal (*as the case may be*)
- To this effect, it shall contain the documents cited below placed in that order:

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (<i>See Model form N° 12 for format</i>)	Attach certified copies of title deeds, receipts, etc. NB-These equipments and tools must be present at the site before and during each phase
B2	Personnel list	It shall contain: ☞ Works Supervisor: At least a Senior Technician in laboratory sciences with at least 3 years' experience in the domain of supplies ☞ Foreman: At least a Technician in laboratory science with at least 5 years' experience in the domain of supplies	Attach for each person a CV (<i>signed and dated by the individual</i>) as well as a certified copy of highest diploma of each person concerned NB-All key personnel must present commitment of availability duly signed & certified by the National Security Service (<i>see Model Forms N° 8 & N° 9 for formats</i>)

B3	Methodology/ Organisation of supplies	Bids shall be assessed based on technical understanding by the enterprise of the operations and the organisation intended for the supply of medical equipment, that is, it shall show clearly the organisation of the enterprise (<i>methodology of delivery, work schedule, site installation, supply of materials</i>)	Date, signature and stamp of bidder at the end of document
B4	Site visit report	Site visit report containing coloured picture(s) of the contractor conspicuously seen on site and signed by the Supervisor requires a site visit where the supplies are to be carried out.	Dated and co-signed by the Managing Director and Supervisor of the company (see Model form N° 14 for format).
B5	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and/or other supplies made.	Amount of supplies, copies of (1 st and last pages) and minutes of reception or attestation of effective delivery. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. (see Model form N° 11 for format)
B6	Technical specifications	Provided in tender file.	Initialled on every page and signed and stamp on the last page

3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender letter	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. (see Model Form N° 02 for format)
C2	Unit price schedule	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise official stamp.
C3	Bill of Quantities and Cost Estimates	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	Sub detail of unite prices	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page
C5	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.

Note:

- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- In accordance with Article 13 of the General Regulations of the Invitation to Tender, a Bidder may indicate a rebate (discount) on his financial offer provided the phrasing of the rebate does not go against the stipulation of any Public Contracts Regulation.

3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender letter	Format to be completed and tender	Signature, date and stamp of bidder.

		amount inserted.	(see Model Form N° 02 for format)
C2	Unit price schedule	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise official stamp.
C3	Bill of Quantities and Cost Estimates	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	Sub detail of unite prices	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page
C5	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.

Note:

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

ARTICLE 06: SUBMISSION OF BIDS (OFFERS)

Each offer written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in eight (8) copies that is **one (01) original and seven (07) copies** labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach the **premises of Zhoa council**, Service in charge of contracts award not later than **05/02/2022 at 10am** local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

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

OPEN NATIONAL INVITATION TO TENDER

03 /ONIT/MINDDEVEL/ZC/ZCITB/2022 OF 14/01/2022 FOR THE SUPPLY OF MEDICAL EQUIPMENTS TO SOME HEALTH CENTRES IN ZHOA COUNCIL, MENCHUM DIVISION NORTH WEST REGION

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

ARTICLE 07: ADMISSIBILITY OF BIDS:

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

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

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

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

ARTICLE 08: OPENING OF BIDS (OFFERS):

Bids shall be opened by the **Zhoa council tenders boars** in a single phase on the **_05/02/2022_** at **11am** local time in the hall at the **Zhoa council Premise**. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

ARTICLE 09: EVALUATION CRITERIA

They include:-

(a) Eliminary criteria

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

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

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

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

N.B: All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals.

(b) Essential criteria

They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

(i) Technical documents, the evaluation shall be binary (YES or NO) on the level of fulfilment of the criteria based on the following distribution of points:

CRITERA	POINTS
GENERAL PRESENTATION OF THE BIDS	6
EXPERIENCE OF THE COMPANY	9
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	9
TECHNICAL EQUIPMENT	5
METHODOLOGY FOR THE EXECUTION OF WORKS	11
TOTAL	40

8.2- For the execution of the present invitation to tender, the contractor "**elects Residence** in the Sub Divisional Headquarters of **Fungom sub division**". In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) the **Divisional officer of Fungom Sub Division** of execution of the project.

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

Article 9: CONTENT OF TASKS TO BE EXECUTED

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

Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES

Service Order

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

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

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

Hence, Service Orders on warning notices will be signed by the Project Owner and transmitted to the contractor with copies to the Contracting Authority and the Project Engineer while those on remedial actions during the guarantee period shall be signed by the Project Engineer with copies addressed to the Contracting Authority and Project Owner. Any of such Service Order shall only take effect when the Contractor acknowledges having received.

Correspondences

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

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

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

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

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

- The general conditions of execution of tasks and in particular the specific needs.

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

The contractor shall within fifteen (15) days from the date of notification of the service order to start execution be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his company shall be validly done in the office of the **Mayor of Zhao council** Fungom Sub-Division where the project is being executed.

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

Field inspection of the installations of preliminary works like the information to be posted on site, fencing of the site, etc and installation of the contractor with his/her personnel shall within fifteen (15) days from the date of notification of the service order to start execution be carried out by Commission comprising of:

- The Project Owner----- Chairperson
- The Project (Contract) Engineer----- Secretary
- The Contracting Authority (CA) or his Representative----- Member
- A Staff of the Control Brigade, DD MINMAP ----- Member
- The Chief of Service of the contract (CDO Zhao Council)-----Member
- The Contractor ----- Member
- THE SOTRES ACCOUNTANT-----MEMBER
- The village Chief or RepresentativeObserver, *if need be*

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

-If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000th the cost of the contract (ATI).

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

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

CHAPTER II: EXECUTION OF THE TASKS

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

The tasks that forms the subject of the present invitation to tender consist of all works foreseen in the bill of quantities estimated **FOR THE SUPPLY OF MEDICAL EQUIPMENTS TO SOME HEALTH CENTRES IN ZHOA COUNCIL, MENCHUM DIVISION NORTH WEST REGION**

Time-limits for execution covers:

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

Under no circumstances shall the duration for execution exceed **ninety (90) calendar** days except in the situation of Force Majeure. Since a contract whose execution duration is maximum one (01) year cannot undergo price revision, price revision shall not be tolerated during the execution of this project.

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

Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the contractor submit two (02) original copies of the registered contract and three (05) photocopies of the registered contract within a maximum duration of thirty seven (37) days as from the date of notification of the contract otherwise he/she (the contractor) will be sanctioned. The copies will be distributed as follow:-

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

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

The contractor shall provide to the Contracting Authority two (02) original copies of the registered contract and three (03) photocopies of the registered contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Project Engineer and Project Owner. The contractor has as mission to assure the execution of tasks under the control of a Project Engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of tasks. Tasks will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

Hence:

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

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

- * He shall be held responsible therefore for any damage that may occur on the material and people on the site because of his works until the end of the period of guarantee;
- *The contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, agents of the Project engineer, his material for the realization of the contract arising from this present invitation to tender, during the execution of the tasks;
- *He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project;

NB:

- The contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.
- Regular site meetings shall be held at the initiative of the Project engineer. The participation of the site Foreman at site meetings shall be obligatory. To this effect, the contractor shall keep a site register that shall be available to the project engineer and contractor's representatives.
- The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Article 15: INSURANCE AND PROTECTION OF THE SITES

Civil liability

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

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

Comprehensive risks insurance

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

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

Protection of the site

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

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

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

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

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

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

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS

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

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

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

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

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

Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT

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

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

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

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

Article 19: REPLACEMENT OF KEY PERSONNEL

The Chief of Service of the Contract shall in collaboration with the Project Engineer verify and be sure that the key personnel (supervisory staff) on the execution site are those mentioned in the bids of the contractor and in case of replacement, the qualities of the personnel proposed shall at least be equal to that of the staff replaced in terms of qualification, experience and competence otherwise such replacement shall attract penalties of 1/5000th the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The unit price of the new personnel shall be more by 25% that of the initial price. However, in case of any accident or illness, the contractor shall immediately replace the personnel in question without delay and inform the Project Engineer, Project Owner and Contracting Authority through the Chief of Service of the contract. The charges emanating from such replacement shall be born by the contractor and shall not interrupt execution. Hence, the above penalties shall not apply for situations of **force majeure** such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.

Article 20: MODIFICATION TO STRUCTURES

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

Article 21: MATERIALS

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

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

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

Article 22: DEMOLITION OF FAULTY STRUCTURES AND UNAPPROVED MATERIALS

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

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

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

Article 23: RIGHTS AND PATENTS

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

Article 24: WORK PHASES

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

Article 25: ACCESS TO THE SITE

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

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

Article 26: DUTIES OF THE PROJECT ENGINEER

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

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

The Project Engineer shall have the following duties:

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

Article 27: PROJECT SITE MEETINGS

Project site meetings shall hold on regular basis at the initiative of the Project Engineer. Since it shall be a works contract, project site meeting shall take place every week during which the report of each meeting shall be signed on the site by the participants who shall each have right to a copy. A copy of the report shall be forwarded to the Project Owner for appraisal and intervention on points not resolved, susceptible to perturbate the smooth running of the operations. The contractor shall be bound to attend these meetings. Refusal to transmit the report shall attract penalties of 1/5000th per report, the cost of the contract of the Project Engineer as the case may be.

Article 28: SITE RECORD

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

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

- Administrative procedures relating to the execution and settlement of the contract (notifications, trial results, daily statements);
- Weather conditions;
- Receipts of materials and authorizations of all sorts;

- Incidents or details of all sorts having some interest with regard to the future handling of the structures or the actual duration of works;
- Works done during the day, the personnel and material used;
- Works progress;
- Required prescriptions;
- Detailed quantities of works;
- Works done by sub-contractors;
- Non-compliances;
- Official visits.

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

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

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

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

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

Article 30: SECURITY MEASURES

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

Article 31: ENVIRONMENTAL PROTECTION

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

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

Article 32: CLEANING OF THE SITE

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

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE

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

- Controlling the quality and quantity of the structures constructed;

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

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

- A Representative of the Project Owner ----- Chairperson
- The Project Engineer Secretary
- A Representative of the Contracting Authority Member
- Chief of service for the contract Member
- The Contractor Member

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

Article 34: ACCEPTANCE (Provisional acceptance)

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

- The Project Owner or Representative----- Chairperson
- The Project Engineer..... Secretary
- The Contracting Authority Member
- The Chief of Service for the Contract..... Member
- The Contractor..... Member
- The Village Chief or RepresentativeObserver, if need be

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

- Refusal of acceptance of works;
- Acceptance of works with reserve;
- Acceptance of works without reserve.

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

Article 35: PERIOD OF GUARANTEE

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

Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE

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

Article 37: FINAL ACCEPTANCE

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

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

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

- Refusal of acceptance of works because of reserves identified;
- Acceptance of works without reserve.
- In case of refusal, a time limit shall be given by the committee, during which the contractor shall accomplish the reserves and request the Project Engineer to off-lift of the reserves for a new acceptance to be carried out.

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

Article 38: LAWS GOVERNING LABOUR

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

CHAPTER III- FINANCIAL CONDITIONS

Article 39: AMOUNT OF THE CONTRACT

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

Article 40: PRICE CONSISTENCY

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

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

- the nature and quality of the land and soils;

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

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

They also comprise the following headings:

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

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

Article 41: SUB -DETAILED PRICES

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

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

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

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

Article 43: PAYMENT

Within the meaning of the security regime laid down by decree No. 2004/275 of 24 September 2004, the following definitions of duties shall apply:

- (a) The Contracting Authority shall make sure all taxes appear on the contract and are deducted in the payment documents ("decompte");
- (b) The **Project owner** shall visa the payment documents before any payment can be effected;
- (c) The **Municipal Treasurer** for Zhoa Council shall be in charge of payments;

- (d) Security shall be subject to the rules governing public contracts and
- (e) Payments shall be done by bank transfer.
- (f) The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments
- (g) Each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the Project Owner or the Project Engineer.

In respect of the above:-

* Mode of payment of works executed

In view of the application of the law on collateral prescribed in the Decree N° 2004/275 of 24 September 2004, the contractor shall be paid through accounts drawn up by applying the prices on the unit price schedule for tasks actually accomplished. In order to realize this:-

- The Project Engineer and the Contractor shall periodically draw a joint statement summarizing and setting the quantities achieved and record for each heading. Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account (bill) may give right to payment;
- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts;
- After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed. The draft final account which shall be the summary of the periodic statements of account shall be submitted by the contractor for verification and approval by the Project Engineer and once approved by the Project Engineer the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts;
- At the end of the period of guarantee, the Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. The guide on how this account shall be established shall be provided by the Contracting Authority who shall depend on how the Contractor respected his commitments during the guarantee period;
- The signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests;
- Default interests shall be paid by statement of the amounts owed;
- The currency of the tender and payment shall be the CFA Franc.
- The bill of taxes will be paid into the state coffers. Only amount without taxes will be paid to the contractor in such a way that 98.9% shall be paid in the account of the contractor and 1.1% shall be paid in the public treasury.
- Upon presentation of an account drawn up by the contractor in seven (07) copies including the stamped original copy, the Project Engineer shall after verification finalize and transmit to the Chief of Service for the contract (**CDO Zhoa council**) who in turn shall verify and sign as a means to order for payment and transmit to the Authorizing Officer/ project owner. The **Project owner** after verification and concluded good for payment shall affix a **VISA** and transmit to the **Zhoa council treasurer** who shall commit the State of Cameroon for payment to be carried out as defined in the contract in respect to the information on the credit card;

Each request for payment shall include the following documents:

- Seven copies of the final account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;

- Report of execution of work (“attachement”) signed by the Project Engineer and bearing the visa of the authorising officer ;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
 - An attestation of non-indebtedness;
 - A location plan
 - An attestation of localisation;
 - A Taxpayer’s card;
 - A Business licence;
 - A clearance attesting to the payment of taxes;
 - An attestation of solvency (non-bankruptcy), also called certificates of incorporation;
 - A Clearance Certificates issued by the National Social Insurance Fund (“CNPS”).
 - An attestation of Bank account;

REMARK: 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. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5th of the every month following the works executed transmit seven (7) copies of the partial invoices to the Project Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINSANTE and MINFI.

*** Venue of payment of works executed**

It shall be carried out by the **Zhoa council treasury**.

Article 44: START-OFF ADVANCE

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

Article 45: GUARANTEES

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

a) Final bond

The final bond (*final surety*) of the contract referred to as security in guarantee for complete execution shall be provided within twenty (20) days as from the date of notification of the contract and in any case before the

first payment and/or before the expiry of the bid bond. It shall be addressed to the Contracting Authority who shall then act as the Beneficiary, reason why he shall be one to keep it. The amount of the final bond shall be 2% of the value of the initial contract, all taxes inclusive (ATI). The bid bond shall only be returned to the contractor by the Contracting Authority once the final bond has been provided. The Bank that issued shall refund corresponding amount upon presentation of the original bid bond by the Contractor.

Remarks:

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

b) Retention Bond

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

Remarks:

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

Article 46: PRICE REVISION

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

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

Article 47: STAMP DUTY AND REGISTRATION

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

Article 48: TAX AND CUSTOMS REGIME

In respect to Decree N° 2003/651/PM of 16 April 2003 that defined modalities for the implementation of the tax and customs systems to Public Contracts taxes that shall be concerned with the contract arising from this invitation to tender shall be subject to the laws in force in the Republic of Cameroon.

Article 49: PENALTIES

- (a) **Penalties for lateness:** In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:
- 1/2000th of the amount of the contract per calendar day overrun, from the 1st to the 30th day;
 - 1/1000th of the amount of the contract per calendar day, beyond the 30th day;
 - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.
- (b) **Specific penalties:** Apart from penalties of overrun of the contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the contract notably:-
- ***The late provision of the final bond:*** In case where the Contractor does not provide the final bond within the twenty (20) days from date of notification of the contract, he shall pay penalties amounting up to 1/5000th of the contract amount (ATI) for every calendar day of lateness;
 - ***The late provision of the insurance policy:*** If after fifteen (15) days from the notification of the contract the contractor has not provided an insurance policy covering all risk on site, all execution activities shall be suspended without suspending the execution deadline. Hence penalties arising from failure to complete the work within the contractual time-limits shall be paid. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated;
 - ***The late provision of the execution program:*** In case where the Contractor does not provide the execution program within the thirty(30) days from date of notification of the service order to start work, he shall pay penalties amounting up to 1/5000th of the contract amount (ATI) for every calendar day of lateness. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program;
 - ***The late request for site installation:*** If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000th the cost of the contract (ATI) for every calendar day of lateness.
 - ***The replacement of Key Personnel:*** If in replacement of key personnel, the qualities of the personnel proposed are less than that of the personnel replaced in terms of qualification, experience and competence, such replacement shall attract penalties of 1/5000th the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The above penalties shall not apply for situations of **force majeure** such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.

- **Absence of Project Site Log Book:** It shall attract penalties of 1/5000th the cost of the contract (ATI) of the main Contractor and that of the Chief of Service of the Contract as the case be of complicity.

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

CHAPTER IV: FINAL PROVISIONS

Article 50: RISKS, RESERVES AND FORCE MAJEURE

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

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

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

Article 51: SETTLEMENT OF DISPUTES

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

Article 52: TERMINATION OF CONTRACT

The contract may be terminated as per article 181 of decree No.2018/366 of 20/06/2018 to lay down the Public Contracts Code and the following special conditions:

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

Article 53: SPECIAL COMMERCIAL CHARGES

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

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

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

Article 54: INTERNATIONAL TRANSPORTS

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

Article 55: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

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

Article 56: INFORMATION TO BE POSTED

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

<p style="text-align: center;">REPUBLIC OF CAMEROON</p> <p style="text-align: center;">Peace - Work – Fatherland</p> <p>THE SUPPLY OF MEDICAL EQUIPMENTS TO SOME HEALTH CENTRES IN ZHOA COUNCIL, MENCHUM DIVISION NORTH WEST REGION</p> <p>CONTRACTING AUTHORITY: THE LORD MAYOR ZHOA COUNCIL</p> <p>PROJECT OWNER: THE LORD MAYOR ZHOA COUNCIL</p> <p>AUTHORISING OFFICER: THE LORD MAYOR ZHOA COUNCIL</p> <p>CHIEF OF SERVICE OF THE CONTRACT: COUNCIL DEVELOPMENT OFFICER ZHOA COUNCIL</p> <p>PROJECT ENGINEER: THE DISTRICT MEDICAL OFFICER, WUM</p> <p>CONTRACTOR... ..</p> <p>FINANCING: 2022 PUBLIC INVESTMENT BUDGET (MINSANTE)</p> <p>DURATION OF CONTRACT: NINETY CALENDAR DAYS (03 MONTHS)</p>
--

DOCUMENT N° 05

THE SPECIAL TECHNICAL CONDITIONS

TECHNICAL SPECIFICATIONS FOR EXECUTION

This technical description of estimates is intended to define the content of THE SUPPLY OF MEDICAL EQUIPMENTS TO SOME HEALTH CENTRES IN ZHOA COUNCIL, MENCHUM DIVISION NORTH. It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Jobbing Order. Hence, this descriptive has as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of public buildings.

Description of tasks

The main tasks to be carried out shall be the following order as per the bill of quantities and cost estimates in each of the integrated health centres as seen below:

1) ESU

THE BILL OF QUANTITIES AND COST ESTIMATE FOR ESU MEDICALISED HEALTH CENTER

SUPPLY OF MEDICAL EQUIPMENT MHC ESU		
	DESCRIPTION	QTY
1	URIT -3000 HEMATOLOGY ANALYSER WITH INBUILT PRINTER	1
2	EMP-168 BIOCHEMICAL ANALYSER WITH INBUILT PRINTER	1
3	ELECTRONIC FOETAL DOPPLER	1
4	SOLAR VACCINE Refrigerator (VESTFRO 120L XCT)	1
5	SURGICAL KIT (HOLTEX)	1
6	Cesarean section set	1
7	Laparotomy set	1
8	ELECTRONIC CENTRIFUGE (MXT17)	1
9	Episiotomy and suture set	1
10	300ML Volume PVC Suction Pump	1

**THE BILL OF QUANTITIES AND COST ESTIMATE FOR ZHOA MEDICALISED HEALTH
CENTER
SUPPLY OF MEDICAL EQUIPMENT MHC ZHOA**

	DESCRIPTION	QTY
1	Alplion E-CUBE 12 Ultrasound machine with printer	1
2	ELECTRONIC FOETAL DOPPLER	1
3	SOLAR VACCINE Refrigerator (VESTFRO-120L)	1
4	SURGICAL KIT (HOLTEX)	1
5	COMPLETE DELIVERY KIT	1
6	Cesarean section set	1
7	Laparotomy set	1
8	SEMI BIOCHEMISTRY ANALYSER ZTR(WP21B)	1
9	ANTI-BED SORE HOSPITALISATION MATTRESSES WITH MARKINTOUCH 20CM THICK	5

**THE BILL OF QUANTITIES AND COST ESTIMATE FOR WEH INTEGRATED HEALTH
CENTER**

SUPPLY OF MEDICAL EQUIPMENT WEH AZOH IHC

	DESCRIPTION	QTY
1	STAINLESS STEEL ADJUSTABLE DRIP STANDS WITH TWO HEADS	5
2	BINOCULAR MICROSCOPE MXSZ-107	1
3	STAINLESS STEEL DUST BINS WITH FOOT OPENING MECHANISM,10 L	2
4	STAINLESS STEEL GYNAECOLOGICAL DELIVERY BED WITH RECEIVER,MONOBLOC IXONO	1
5	ELECTRONIC CENTRIFUGE (MXT35)	1
6	ELECTRONIC FOETAL DOPPLER	1
7	SOLAR VACCINE Refrigerator (VESTFRO-VM 120L)	1
8	SURGICAL KIT*HOLTEX	1
9	STAINLESS STEEL CUSCO SPECULUM	2
10	STAINLESS STEEL DRESSING TROLLEY ON WHEEL WITH TWO SHELVES	2
11	ELECTRONIC FOETOSCOPE with battery and charger (Soncax)	1
12	ONE TOUCH ULTRA2 GLAUCOMETER WITH STRIPS	2
13	ADJUSTIBLE HOSPITALISATION BED WITH ANTI-BED SORE MATTRESSES 20CM, SKO57-3	15
14	AUTOCALVE POT YX-12LM Both fire/current	1
15	WARD SCREEN	2
16	STAINLESS STEEL DRIP STAND WITH TWO HEADS on wheel	8

SUPPLY OF MEDICAL EQUIPMENT MHC ISE

	DESCRIPTION	QTY
1	PROTECTED BABY'S COT WITH PLEXIGLASS with mattress and drawer	5
2	ADJUSTIBLE HOSPITALISATION BED WITH ANTI-BED SORE MATTRESSES 20CM, SKO57-3	15
3	ADULT WEIGHING SCALE CAMRY P 160Kg	2
4	STAINLESS STEEL ADJUSTABLE DRIP STANDS WITH TWO HEADS on wheel	5
5	BINOCULAR MICROSCOPE MXSZ-107	1
6	300ML Volume PVC Suction Pump	1
7	ELECTRONIC FOETAL DOPPLER	1
8	SALTER SCALE BABY WITH PAN RGZ-20	1
9	ELECTRONIC CENTRIFUGE (MXT17)	1
10	HAEMOGLOBINEMETER TALQUIST PIECE	1
11	SOLAR VACCINE Refrigerator (VESTFRO-120L)	1

Article 01: TECHNICAL RECEPTION:

Through the Project Engineer, the Contractor shall furnish the owner of the project with an application for the technical reception of the items and the technical reception team will be as follows:

- The Project Owner----- Chairperson
- The chief of service for the contract----- Member
- The Project (Contract) Engineer----- Secretary

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

Article 01: FINAL RECEPTION:

The Contractor shall apply for the final reception through the Contracting Authority and the final reception team will be as follows:

- The Project Owner----- Chairperson
- The Project (Contract) Engineer----- Secretary
- The Contracting Authority (CA) or his Representative----- Member
- A Staff of the Control Brigade, DD MINMAP ----- Member
- The Chief of Service of the contract (CDO Zhao Council) -----Member
- The Contractor ----- Member
- THE SOTRES ACCOUNTANT-----MEMBER
- The village Chief or RepresentativeObserver, if need be

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

CONTENT

CHAPTER I GENERAL PROVISIONS

Article 01- General

Article 02- Definition and consistency of prices

THE SCHEDULE OF UNIT PRICES

Article 01: GENERAL

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

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

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

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

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

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

1) ESU

THE BILL OF QUANTITIES AND COST ESTIMATE FOR ESU MEDICALISED HEALTH CENTER

SUPPLY OF MEDICAL EQUIPMENT MHC ESU				
	DESCRIPTION	QTY	FIGURE	WORDS
1	URIT -3000 HEMATOLOGY ANALYSER WITH INBUILT PRINTER	1		
2	EMP-168 BIOCHEMICAL ANALYSER WITH INBUILT PRINTER	1		
3	ELECTRONIC FOETAL DOPPLER	1		
4	SOLAR VACCINE Refrigerator (VESTFRO 120L XCT)	1		
5	SURGICAL KIT (HOLTEX)	1		
6	Cesarean section set	1		
7	Laparotomy set	1		
8	ELECTRONIC CENTRIFUGE (MXT17)	1		
9	Episiotomy and suture set	1		
10	300ML Volume PVC Suction Pump	1		

**THE BILL OF QUANTITIES AND COST ESTIMATE FOR ZHOA MEDICALISED HEALTH
CENTER
SUPPLY OF MEDICAL EQUIPMENT MHC ZHOA**

	DESCRIPTION	QTY	FIGURE	WORDS
1	Alplion E-CUBE 12 Ultrasound machine with printer	1		
2	ELECTRONIC FOETAL DOPPLER	1		
3	SOLAR VACCINE Refrigerator (VESTFRO-120L)	1		
4	SURGICAL KIT (HOLTEX)	1		
5	COMPLETE DELIVERY KIT	1		
6	Cesarean section set	1		
7	Laparotomy set	1		
8	SEMI BIOCHEMISTRY ANALYSER ZTR(WP21B)	1		
9	ANTI-BED SORE HOSPITALISATION MATRESSES WITH MARKINTOUCH 20CM THICK	5		

**THE BILL OF QUANTITIES AND COST ESTIMATE FOR WEH INTEGRATED HEALTH
CENTER**

SUPPLY OF MEDICAL EQUIPMENT WEH AZOH IHC

	DESCRIPTION	QTY	FIGURE	WORDS
1	STAINLESS STEEL ADJUSTABLE DRIP STANDS WITH TWO HEADS	5		
2	BINOCULAR MICROSCOPE MXSZ-107	1		
3	STAINLESS STEEL DUST BINS WITH FOOT OPENING MECHANISM,10 L	2		
4	STAINLESS STEEL GYNAECOLOGICAL DELIVERY BED WITH RECEIVER,MONOBLOC IXONO	1		
5	ELECTRONIC CENTRIFUGE (MXT35)	1		
6	ELECTRONIC FOETAL DOPPLER	1		
7	SOLAR VACCINE Refrigerator (VESTFRO-VM 120L)	1		
8	SURGICAL KIT HOLTEX	1		
9	STAINLESS STEEL CUSCO SPECULUM	2		
10	STAINLESS STEEL DRESSING TROLLEY ON WHEEL WITH TWO SHELVES	2		
11	ELECTRONIC FOETOSCOPE with battery and charger (Soncax)	1		
12	ONE TOUCH ULTRA2 GLAUCOMETER WITH STRIPS	2		
13	ADJUSTIBLE HOSPITALISATION BED WITH ANTI-BED SORE MATTRESSES 20CM, SKO57-3	15		
14	AUTOCALVE POT YX-12LM Both fire/current	1		
15	WARD SCREEN	2		
16	STAINLESS STEEL DRIP STAND WITH TWO HEADS on wheel	8		

THE BILL OF QUANTITIES AND COST ESTIMATE FOR ISE INTEGRATED HEALTH CENTER**SUPPLY OF MEDICAL EQUIPMENT MHC ISE**

	DESCRIPTION	QTY	figure	words
1	PROTECTED BABY'S COT WITH PLEXIGLASS with mattress and drawer	5		
2	ADJUSTIBLE HOSPITALISATION BED WITH ANTI-BED SORE MATTRESSES 20CM, SKO57-3	15		
3	ADULT WEIGHING SCALE CAMRY P 160Kg	2		
4	STAINLESS STEEL ADJUSTABLE DRIP STANDS WITH TWO HEADS on wheel	5		
5	BINOCULAR MICROSCOPE MXSZ-107	1		
6	300ML Volume PVC Suction Pump	1		
7	ELECTRONIC FOETAL DOPPLER	1		
8	SALTER SCALE BABY WITH PAN RGZ-20	1		
9	ELECTRONIC CENTRIFUGE (MXT17)	1		
10	HAEMOGLOBINEMETER TALQUIST PIECE	1		
11	SOLAR VACCINE Refrigerator (VESTFRO-120L)	1		

DOCUMENT N°07

BILL OF QUANTITIES AND COST ESTIMATES

1) ESU THE BILL OF QUANTITIES AND COST ESTIMATE FOR ESU MEDICALISED HEALTH CENTER

SUPPLY OF MEDICAL EQUIPMENT MHC ESU				
	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	URIT -3000 HEMATOLOGY ANALYSER WITH INBUILT PRINTER	1		
2	EMP-168 BIOCHEMICAL ANALYSER WITH INBUILT PRINTER	1		
3	ELECTRONIC FOETAL DOPPLER	1		
4	SOLAR VACCINE Refrigerator (VESTFRO 120L XCT)	1		
5	SURGICAL KIT (HOLTEX)	1		
6	Cesarean section set	1		
7	Laparotomy set	1		
8	ELECTRONIC CENTRIFUGE (MXT17)	1		
9	Episiotomy and suture set	1		
10	300ML Volume PVC Suction Pump	1		
TOTAL WITHOUT TAXES				
VAT: (19.25%)			EXONERATED	
AIR: (5.5%)				
TOTAL WITH TAXES INCLUSIVE (ATI)				
NET TO BE PAID				

NB: This Jobbing Order is signed in the amount of FIFTEEN MILLION FRANCS CFA (all taxes inclusive)

2) ZHOA THE BILL OF QUANTITIES AND COST ESTIMATE FOR ZHOA MEDICALISED HEALTH CENTER

SUPPLY OF MEDICAL EQUIPMENT MHC ZHOA

	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Alplion E-CUBE 12 Ultrasound machine with printer	1		
2	ELECTRONIC FOETAL DOPPLER	1		
3	SOLAR VACCINE Refrigerator (VESTFRO-120L)	1		
4	SURGICAL KIT (HOLTEX)	1		
5	COMPLETE DELIVERY KIT	1		
6	Cesarean section set	1		
7	Laparotomy set	1		
8	SEMI BIOCHEMISTRY ANALYSER ZTR(WP21B)	1		
9	ANTI-BED SORE HOSPITALISATION MATRESSES WITH MARKINTOUCH 20CM THICK	5		
TOTAL WITHOUT TAXES				
VAT: (19.25%)			EXONERATED	
AIR: (5.5%)				
TOTAL WITH TAXES INCLUSIVE (ATI)				
NET TO BE PAID				

NB: This Jobbing Order is signed in the amount of TEN MILLION FRANCS CFA (all taxes inclusive)

**MAYOR OF
ZHOA COUNCIL**



Njah Titus Ndongkeh

**3 WEH AZOH THE BILL OF QUANTITIES AND COST ESTIMATE FOR WEH
INTEGRATED HEALTH CENTER**

SUPPLY OF MEDICAL EQUIPMENT WEH AZOH IHC				
	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	STAINLESS STEEL ADJUSTABLE DRIP STANDS WITH TWO HEADS	5		
2	BINOCULAR MICROSCOPE MXSZ-107	1		
3	STAINLESS STEEL DUST BINS WITH FOOT OPENING MECHANISM,10 L	2		
4	STAINLESS STEEL GYNAECOLOGICAL DELIVERY BED WITH RECEIVER,MONOBLOC IXONO	1		
5	ELECTRONIC CENTRIFUGE (MXT35)	1		
6	ELECTRONIC FOETAL DOPPLER	1		
7	SOLAR VACCINE Refrigerator (VESTFRO-VM 120L)	1		
8	SURGICAL KIT*HOLTEX	1		
9	STAINLESS STEEL CUSCO SPECULUM	2		
10	STAINLESS STEEL DRESSING TROLLEY ON WHEEL WITH TWO SHELVES	2		
11	ELECTRONIC FOETOSCOPE with battery and charger (Soncax)	1		
12	ONE TOUCH ULTRA2 GLAUCOMETER WITH STRIPS	2		
13	ADJUSTIBLE HOSPITALISATION BED WITH ANTI-BED SORE MATTRESSES 20CM, SKO57-3	15		
14	AUTOCALVE POT YX-12LM Both fire/current	1		
15	WARD SCREEN	2		
16	STAINLESS STEEL DRIP STAND WITH TWO HEADS on wheel	8		
TOTAL WITHOUT TAXES				
VAT: (19.25%)				
AIR: (5.5%)				
TOTAL WITH TAXES INCLUSIVE (ATI)				
NET TO BE PAID				
			EXONERATED	

THE BILL OF QUANTITIES AND COST ESTIMATE FOR ISE INTEGRATED HEALTH CENTER

SUPPLY OF MEDICAL EQUIPMENT MHC ISE

	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	PROTECTED BABY'S COT WITH PLEXIGLASS with mattress and drawer	5		
2	ADJUSTIBLE HOSPITALISATION BED WITH ANTI-BED SORE MATTRESSES 20CM, SKO57-3	15		
3	ADULT WEIGHING SCALE CAMRY P 160Kg	2		
4	STAINLESS STEEL ADJUSTABLE DRIP STANDS WITH TWO HEADS on wheel	5		
5	BINOCULAR MICROSCOPE MXSZ-107	1		
6	300ML Volume PVC Suction Pump	1		
7	ELECTRONIC FOETAL DOPPLER	1		
8	SALTER SCALE BABY WITH PAN RGZ-20	1		
9	ELECTRONIC CENTRIFUGE (MXT17)	1		
10	HAEMOGLOBINEMETER TALQUIST PIECE	1		
11	SOLAR VACCINE Refrigerator (VESTFRO-120L)	1		

TOTAL WITHOUT TAXES

VAT: (19.25%)

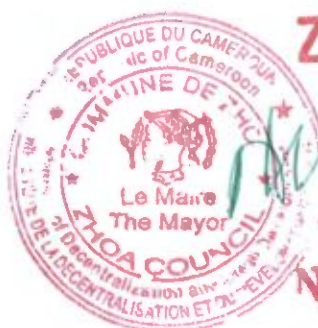
AIR: (5.5%)

TOTAL WITH TAXES INCLUSIVE (ATI)

NET TO BE PAID

EXONERATED

NB: This Jobbing Order is signed in the amount of TEN MILLION FRANCS CFA (all taxes inclusive)



**MAYOR OF
ZHOA COUNCIL**

Njah Titus Ndongkeh
Njah Titus Ndongkeh

FRAMEWORK OF SUB-DETAIL OF PRICES
--

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

1, A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder.

It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements;

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

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

A. Overheads of the site

Studies

Total

C1

B. Overheads of the head office

- Head office overheads

- Financial overheads

- Risks and profits

Total

C2

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

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

DETAIL PRICE BREAKDOWN

Description:

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

DOCUMENT N° 09

MODEL CONTRACT

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

PRESIDENCE DE LA REPUBLIQUE

MINISTERE DES MARCHES PUBLICS

DELEGATION REGIONALE DU NORD-
OUEST

DELEGATION DEPARTEMENTALE
DE LA MENCHUM

SERVICE DE PASSATION DES MARCHES
COMMISSION DE PASSATION DES
MARCHES DE LA COMMUNE DE ZHOA

REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

PRESIDENCY OF THE REPUBLIC

MINISTRY OF PUBLIC CONTRACTS

REGIONAL DELEGATION FOR THE
NORTH WEST

DIVISIONAL DELEGATION
FOR MENCHUM

SERVICE OF CONTRACTS AWARD
ZHOA COUNCIL TENDERS BOARD

JOBING ORDER N° __/JO/PR/MINMAP/RDNW/DD/ZC/ZCTB/MCH/2018 of _____ 2018
AWARDED AFTER Open National Invitation to Tender

N° __/ONIT/MINMAP/RDNW/DD/ZC/ZCTB/2018 of ____ for the supply of medical equipment in the integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division, Menchum Division North West

PROJECT OWNER: **THE LORD MAYOR ZHOA COUNCIL**
AUTHORIZING OFFICER: **THE LORD MAYOR ZHOA COUNCIL**

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

TRADE REGISTER N° (N° R.C.):

TAX PAYER N°:

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

PURPOSE (SUBJECT): supply of medical equipment in the integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division, Menchum Division North West

PLACE: **Bafmeng, Esu and Yemge**

DURATION: **NINETY (90) CALENDAR DAYS (THREE MONTHS)**

AMOUNT OF JOBING ORDER:

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

NB: This Jobbing Order is signed in the amount of ...FRANCS CFA (all taxes inclusive ATI)

FINANCING: 2018 PUBLIC INVESTMENT BUDGET, MINSANTE-REPUBLIC OF CAMEROON

VOTE OF CHARGE N°:

EXPENDITURE AUTHORIZATION N°:

DATE OF ENTRY INTO THE CONTRACT:

DATE OF SIGNATURE :

DATE OF NOTIFICATION:

DATE OF REGISTRATION:

BETWEEN:

THE **REPUBLIC OF CAMEROON**, REPRESENTED BY THE **LORD MAYOR ZHOA COUNCIL** (Contracting Authority), HEREINAFTER REFERRED TO AS "THE **ADMINISTRATION**" ON THE ONE HAND,

AND:

THE ENTERPRISE (Company):P.O BOXTEL.

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

BANK ACCOUNT N°:AT (BANK)

AGENCY OF :

REPRESENTED BY MISTER (Mr.)HEREINAFTER REFERRED TO AS

"THE **CONTRACTOR**

ON THE OTHER HAND,

IT HAS BEEN ACCEPTED AND AGREED AS FOLLOWS:

CONTENTS

Title I : THE SPECIAL ADMINISTRATIVE CONDITIONS

Title II : THE SPECIAL TECHNICAL CONDITIONS

Title III : THE DETAILED COST ESTIMATES

Page N° ____ and last page of Jobbing Order N° __/JO/PR/MINMAP/RDNW/DD/ZC/ZCTB/MCH/2018 of ____ 2018 signed following an Open National Invitation to Tender N° __/ONIT/MINMAP/RDNW/DD/ZC/ZCTB/2018 of ____ 2018

WITH:

For the supply of medical equipment in the integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division, Menchum Division North West

EXECUTION DURATION: Ninety (90) calendar days

AMOUNT OF THE CONTRACT IN FCFA:

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

NB: This Jobbing Order is signed in the amount of **FRANCS CFA** (All taxes inclusive ATI)

READ AND APPROVED BY THE CONTRACTOR	SIGNED BY THE LORD MAYOR ZHOA COUNCIL, CONTRACTING AUTHORITY
ZHOA, the _____	ZHOA, the _____
REGISTRATION	

DOCUMENT N° 10

MODEL FORMS TO BE USED BY BIDDERS

FORM N° 1:
DECLARATION OF THE INTENTION TO TENDER

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

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1000

I, the undersigned Mr,

Nationality

Function

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

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

Concerning the

.....

.....

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

Done at On the

General Manager

FORM N° 02

THE MODEL TENDER LETTER

I (We) the undersigned
Acting in the capacity of in the name and on behalf of.....
.....atRC N°.by virtue of the power
vested in me (us), resident at (Town), P.O.Box....., telephone N°.
..... after having studied all the documents of the tender file relating to the Invitation to Tender
N°., and after having assessed in my (our) point of view and under my (our)
responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender
and commit myself (ourselves) to carry out works for the **supply of medical equipment in the
integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division, Menchum Division
North West**
, in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA
(.....Francs) *Total without Tax+VAT*, calculated on the basis of the unit
prices stated in the Unit Price List and the detailed estimates, appended to this tender. The prices stated
are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within
three (03) months as from the date of notification of the award of contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a
period of sixty (60) days with effect from the deadline for submission of bids.

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

Enclosed with this tender are:

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

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

Signature(s)

Bidder(s)

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, »

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

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

FORM N° 03
THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To the Lord mayor zhoa council, Republic of Cameroon

Invitation to Tender No.

BID BOND FOR THE EXECUTION OF THE SUPPLY OF MEDICAL EQUIPMENT IN THE INTEGRATED HEALTH CENTRES OF BAFMENG, ESU AND YEMGE IN FUNGOM SUB DIVISION, MENCHUM DIVISION NORTH WEST

The Contractor (5)hereby submits on to the Divisional Delegate of Public Contracts a bid relating to the **supply of medical equipment in the integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division, Menchum Division North West**

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the **Zhoa council tenders board** acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs (6).

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

..... (in full).

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

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

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

(5) Bidder

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

(7) Bank

FORM N° 04
MODEL BID BOND

Whereas _____ (Hereafter called the "the bidder") has submitted its bids dated _____, Here in after called "the bid")

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

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

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

Sealed with the common seal of the said bank this _____ day of _____

SIGNATURE OF BANK AUTHORITY

FORM N° 05
THE MODEL PERFORMANCE BOND (RETENTION FUND)

Bank

Reference of guarantee: No.

To: THE LORD MAYOR ZHOA COUNCIL, FUNGOM SUB DIVISION, MENCHUM DIVISION, NORTH WEST REGION REPUBLIC OF CAMEROON

Invitation to Tender No.

PERFORMANCE BOND FOR THE EXECUTION OF THE SUPPLY OF MEDICAL EQUIPMENT IN THE INTEGRATED HEALTH CENTRES OF BAFMENG, ESU AND YEMGE IN FUNGOM SUB DIVISION, MENCHUM DIVISION NORTH WEST

We..... (Bank) have been informed that a contract has been signed between the **Lord Mayor Zhoa council** acting in the capacity of Contracting Authority, and....., acting as contractor for the **supply of medical equipment in the integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division, Menchum Division North West**

In compliance with the provisions of Contract N°, the contractor is bound to present to the **Lord Mayor Zhoa council**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs

We,(bank) do hereby commit ourselves irrevocably and without arguing to pay to the **Lord Mayor Zhoa council**, at his first written request, and three (03) months the amount of this bond, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the **Lord Mayor Zhoa council**. The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the **Lord Mayor Zhoa council**.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 06

MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

Bank

Reference of guarantee No.....

To: THE LORD MAYOR ZHOA COUNCIL, FUNGOM SUB DIVISION, MENCHUM DIVISION, NORTH WEST REGION REPUBLIC OF CAMEROON

Invitation to Tender N°.

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

We..... (Bank) have been informed that a contract shall be signed between the Divisional Delegate of Public Contracts, acting in the capacity of Contracting Authority, and....., acting as contractor for the **supply of medical equipment in the integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division, Menchum Division North West**

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

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

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

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the **Zhoa council tenders board**. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 07

THE MODEL UNDERTAKING BY THE BIDDER

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

Construction of two classrooms at

I (We) the undersigned (8)

.....
Acting in the capacity of (9)in the name and on behalf of

(10)..... atRC N°by
virtue of the power vested in me (us), domiciled at P.O. Box..... (Town),
telephone No., after having studied all the documents of the tender file relating to
the Invitation to Tender No, and after having assessed in my (our) point of
view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I
(we) do hereby tender and commit myself (ourselves) to carry out works for the **supply of medical
equipment in the integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division,
Menchum Division North West**
in keeping with the terms and conditions of the tender file.

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

I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a
period of sixty (60) days with effect from the deadline for submission of bids.

Done at, on

Signature(s).....

Bidder(s).....

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, »

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

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

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

FORM N° 8

INFORMATION OF KEY PERSONNEL DEPLOYED TO THE PROJECT

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
TECHNICAL				
ADMINISTRATIVE				
SUPPORT STAFF				

FORM N° 09
MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I, the undersigned _____ a _____ (*specify diploma or certificate*) and holder of National Identity Card N° _____ issued on _____ at _____ Tel: _____ is committed and available to work as _____ (*specify post to be occupied*) with _____ (*name of company*) if awarded the contract for _____ (*indicate the name of project*) in Menchum Division of the North West Region. This is in response to Tender N° _____ (*indicate the tenders file reference*)

Done in _____ the _____

Sign; _____

Certified at On the

By

REMARK- This form shall be certified by the National Security Service (i.e. Police officer or Commissioner) with complete photocopy of the National Identity Card inscribed on the verso page of this commitment form

FORM N° 10
THE CURRICULUM VITAE

Name & First name : _____

Date of birth : _____

Nationality : _____

Level of education

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

Training school : _____

Date of admission : _____

Date of graduation : _____

Diploma obtained : _____ Date _____

Specific knowledge : Publication. research work _____

Date of start of service : _____

Nature of service rendered : _____

Number of years of service : _____

Number of years in the company : _____

Date of start of service in the company : _____

WORK EXPERIENCE (*)

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

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

FORM N° 11
THE PROFESSIONAL REFERENCES OF THE COMPANY

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

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

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

Done on, at

Mr (Messrs).....

Signature(s).....

FORM N° 12
THE EQUIPMENT LIST

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

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

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

Done on....., at

Signed

FORM N° 13
THE ATTESTATION OF SITE VISIT

LETTER GEAD OF THE COUNCIL

Ref. N°

ZHOA, the (le)

THE LORD MAYOR ZHOA COUNCIL

TO WHOM IT MAY CONCERN

Subject: An attestation of site visit

I,, the undersigned Representative of the
company/enterprise by name have the honour to hereby attest having visited the site for
the **supply of medical equipment in the integrated health centres of Bafmeng, Esu and Yemge in
Fungom Sub Division, Menchum Division North West**
on this day of to have an appraisal of the strengths and weaknesses of the site.

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

THE LORD MAYOR ZHOA COUNCIL

FORM N° 14
THE SITE VISIT REPORT

[not more than five (05) pages]

LETTER HEAD OF THE COMPANY (here)
--

I) INTRODUCTION

TENDER REFERENCE

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

II) COMMENTARY:

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

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

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

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

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

IV) AVAILABILITY OF MATERIAL FOR THE EXECUTION OF THE PROJECT

V) DIFFICULTIES:
.....

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

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

TESTIFYING SIGNATURE

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

CONFIRMATORY SIGNATURES

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

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

FORM N° 15

THE EVALUATION GRID

- **General presentation of bids**
 - Table of content present Yes/No
 - Document is spiral bound with transparent fly-leaf on front cover Yes/No
 - Presence of colour separating papers between the various documents Yes/No
 - Orderly presentation of the documents as in the tenders file Yes/No
 - Clarity in the presentation of the documents and pages numbered Yes/No
 - Special Technical conditions visaed and last pages signed Yes/No
- **Experiences of the Contractor (enterprise) in the past three years**
 - Prove of capacity to have carried works of Public Contracts with provisional cost of at least that of this present project (**fourty millions**) FCFA Yes/No
 - Professional experience(s) in similar domain within the last three years present Yes/No
 - Format of professional reference(s) as indicated in the tender file Yes/No
 - At least two Jobbing Orders or contracts (**first & last pages**) of similar projects executed within the past three years in an enclave area as such present Yes/No
 - At least two provisional acceptance minutes (**first & last pages**) on similar projects executed within the past three years in an enclave area as such present Yes/No
 - Certified first & last pages of the provisional acceptance minutes of the 02 projects mentioned above Yes/No
 - Proof with notified Service Order(s) for having executed to completion of any of the projects mentioned above within the notified contractual period(s) within the past three years present ... Yes/No
 - At least one final acceptance minutes (**first & last pages**) of any of the projects mentioned above executed within the past three years present Yes/No
 - Certified first & last pages of the final acceptance minutes of the 01 project mentioned above ... Yes/No
- **Quality and management of personnel of the company**
 - Information of key personnel presented in the format stipulated in the tenders file Yes/No
 - Supervisor with level of at least Senior Civil Engineering Technician with at least three years' experience or Civil Engineering Technician with at least five years' experience present (**proof by certified true copy of the certificate or diploma**) Yes/No
 - Supervisor's signed curriculum vitae with proof of working experience in the construction present .. Yes/No
 - Supervisor's commitment form with complete photocopy of NIC inscribed overleaf (verso page of the commitment form) present Yes/No
 - Foreman with level of at least BAC F4 (GCE 'A' level Technical) in construction with at least 7 years' experience in the domain of construction present (**proof by certified true copy of the certificate or diploma**) ... Yes/No
 - Foreman's signed curriculum vitae with proof of at least three experience in construction of buildings present Yes/No
 - Foreman's commitment form with complete photocopy of NIC inscribed overleaf (verso page of the commitment form) present Yes/No
 - Company organizational charts respecting administrative & technical hierarchy Yes/No
 - Project organizational charts respecting administrative & technical hierarchy Yes/No
- **Technical equipment of the company**
 - List of key equipment present Yes/No
 - List of key equipment presented in the format provided in the tenders file Yes/No
 - List of other equipment (tools) present Yes/No
 - Certified true copies of documents (*not more than 3 months*) to prove ownership of key equipment mentioned (*like vehicles, etc*) present ... Yes/No
 - Documents to prove ownership of tools (*like receipts, car registration certificates, etc*) present ... Yes/No
- **Methodology for the execution of works**
 - Schedule of work execution present Yes/No
 - Presentation of execution schedule in same chronology as spelled out in tenders file with tasks well assigned (manpower deployment) in conformity with execution methodology having time frames not mixed up Yes/No
 - Specification of total duration of execution present Yes/No
 - Security measures to protect workers and third parties present Yes/No
 - Environmental protection and security measures on site taken into account Yes/No
 - Site Visit report present Yes/No
 - Site Visit report in format prescribed in the tenders file Yes/No
 - Site Visit report signed by all the Authorities prescribed in the tenders file Yes/No
 - Site Visit report signed and stamp sealed by all the Authorities prescribed in the tenders file Yes/No
 - Site Visit report having pictures of Company's Representative inscribed on the verso of the last page of the site visit report proving him/her conspicuously present on site ... Yes/No
 - Appropriate technical specifications present Yes/No

DOCUMENT N° 11

JUSTIFICATION OF PRIOR FEASIBILITY STUDIES

PROJECT OWNER'S LETTER HEAD (here)

Ref. N°

Wum, the

THE LORD MAYOR

To:

All Potential Bidders,

Subject: Justification of prior feasibility studies

In respect to the principles binding the conception and elaboration of project proposals, a project proposal for the **supply of medical equipment in the integrated health centres of Bafmeng, Esu and Yemge in Fungom Sub Division, Menchum Division North West** was realized and forwarded to the Minister in charge of **Public works** Yaoundé for funding. In the 2018 Financial Year of the Republic of Cameroon within the framework of the programmed budget of the 2018 Public Investment Budget (PIB 2018), the said project was financed as per the budget head at the cost of **thirty one million** (31,000,000) FCFA. After obtaining the financing, relevant adjustments were carried out to ensure that the tasks retained to be accomplished for proper and complete execution of the project are commensurate to the amount provided for the realization of the items spelled out in the bill of quantities as found in Document N° 7 of this tenders file.

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

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

Signed

Cc

-The Contracting Authority, Menchum
-File/chrono

DOCUMENT N° 12

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

DOCUMENT N° 13

LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES

AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS

Note relating to banking establishments and financial bodies authorized to issue bonds

LISTE DES BANQUES AGREEES PAR LE MINFI

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

This list is available at ARMR.

B- INSURANCE COMPANIES

- 1- Chanas Assurances;

Activa Assurances

DOCUMENT N° 1

PLANS AND DIAGRAMS AND/OR PICTURES