

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland

NORTH WEST REGION

DONGA MANTUNG DIVISION

NKAMBE COUNCIL

NKAMBE COUNCIL  
INTERNAL  
TENDERS BOARD



REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie

REGION DU NORD OUEST

DEPARTMENT DE DONGA  
MANTUNG

COMMUNE DE NKAMBE

COMMISSION INTERNE DE  
PASSASSION DES MARCHES DE  
LA COMMUNE DE NKAMBE

**TENDER FILE**  
**PROJECT OWNER:**

THE MAYOR OF NKAMBE COUNCIL

**CONTRACTING AUTHORITY:**

THE MAYOR OF NKAMBE COUNCIL

**TENDER BOARD:**

NKAMBE COUNCIL INTERNAL TENDERS BOARD(NKCITB)

**REQUEST FOR QUOTATION N°.001/RQ/NWR/DMD/NK.C/NK.CITB/2025 OF 20/01/2026  
FOR THE  
PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE  
I, NKAMBE, DONGA-MANTUNG DIVISION**

**FINANCING: MINSANTE PUBLIC INVESTMENT BUDGET (PIB) – 2026  
INPUTATION N° 60 40 412 1 33000007 524412  
RECORD N°**

**2026 FISCAL YEAR**

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MANTUNG**

**COMMUNE DE NKAMBE**

**COMMISSION INTERNE DE  
PASSASSION DES MARCHES DE  
LA COMMUNE DE NKAMBE**

### **NOTICE OF REQUEST FOR QUOTATION**

**REQUEST FOR QUOTATION No.001/RQ/NWR/DMD/NK.C/NK.CITB/2025 OF 20/01/2026 FOR  
THE  
PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN  
ZONE I, NKAMBE, DONGA-MANTUNG DIVISION**

**1) SUBJECT OF THE REQUEST FOR QUOTATION:** Within the framework of the execution of the 2026 state budget, the Mayor of NKAMBE Council hereby launches a request for quotation for the **PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION**

**2) NATURE OF SERVICE:** Work to be done consists of the **PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION.**

**3) DURATION OF EXECUTION:** The maximum deadline for the execution provided for by the Contracting Authority shall be **two months (60 calendar days)** with effect from date of notification of the Service Order to start work.

**4) Lots and Estimated cost:** The works are in one (01) lot as in tabled below

<b>PROJECT TITLE</b>	<b>PROJECT COST</b>	<b>BID BON</b>	<b>COST OF TENDER FILE</b>
PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE	27,000,000	540,000	50,000

**5) Participation and origin:** Participation in this request for quotation is opened to competent enterprises not suspended from public procurement works for the past financial years, and that are in compliance with laws in force.

**6) FINANCING:** The said works shall be financed as per the programmed budget of MINSANTE PUBLIC INVESTMENT BUDGET (PIB) – 2026 BUDGET HEAD: as per the table below

S/N	SUBJECT	RECORD N°	INPUTATION N°
1	PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE		60 40 412 1 33000007 524412

**7) CONSULTATION OF TENDER FILE:**

In compliance with circular N 000001/CL/PR/MINMAP/CAB of 15 January 2021 relating to the issuance of tender files purchase receipts and making of these tender files available to the potential bidders. The tender file shall be consulted immediately after publication of this request for quotation from the Services of the Contracting Authority (Service in charge of the award of contracts), website of COLAPS and ARMP during working hours.

**8) ACQUISITION OF TENDER FILE:** The tender file can be obtained at the Nkambe council (service of SIGAMP) upon a payment of a non refundable fee of 50,000frs at the Nkambe Municipal treasury.

**9) BID BOND**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance - the list of which is found in document No. 12 of the Tender File and **validated by CDEC**, in the amount as in the table below, and valid for thirty (30) days beyond the deadline of validity of bids.

Each bidder shall include in his bid a bid bond for each of the lots from a banking institution approved by the minister of finance as the table below

S/N		Bid bond	Tender fee
1	PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE	540,000	50,000

**10) SUBMISSION OF BIDS:**

Each bid drafted either in English or French in seven (07) copies that is the original and six (06) copies marked as such in accordance with the prescriptions of the consultation file and with an electronic version included should be submitted against a receipt at the NKAMBE COUNCIL not later than **18/02/2026** at **10 A.M** local time and should carry the inscription:

**REQUEST FOR QUOTATION No.001/RQ/NWR/DMD/NK.C/NK.CITB/2025 OF 20/01/2026 FOR THE PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION**

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

**12) OPENING OF BIDS:** The opening and evaluation of the bids shall be done in one phase on 18/02/2026 at 11A.M in the Conference Hall of NKAMBE COUNCIL Internal Tenders Board. Only bidders may attend or they may be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

The bids will be evaluated exclusively of value added tax (VAT) and all taxes inclusive (ATI) and accompanied by a signed submission letter.

**13) Evaluation criteria**

The bids shall be evaluated according to the main criteria as follows:

**A. Eliminatory criteria**

- Absence of a document in the administrative file and not submitted within 48hrs on request;
- Bids submitted after the deadline for submission;

- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- External envelope bearing identification marks of the Bidder;
- -Absence of, or insufficient bid bond or non compliance Bid bond
- Omission of a quantified task on the bill of quantities and cost estimates
- Enterprise suspended from public procurement
- Failure to obtain at least 75% in the evaluation of the technical proposal.
- Absence of A FIELD REPORT SIGNED BY THE SERVICE PROVIDER IN HIS HONOUR CLEARLY INDICATING DUE DILIGENCE

AND SUFFICIENT UNDERSTANDING OF THE LOCAL SECURITY CONTEXT

**Essential criteria**

- 1- General presentation of the tender bids;
- 2- Financial capacity;
- 3- References of the company in similar domain;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Attestation and report of site visit;
- 7- Logistics;
- 8- Special Technical Clauses initialed in all the pages and signed on the last page;
- 9- Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

**14) Award:** This evaluation shall be done using the binary method of either (YES) or (NO) with an acceptable minimum technical score of at least 75% of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied a 100% score of the eliminatory criteria and at least 75% score in the essential criteria.

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

**16) FURTHER INFORMATION:** Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at Mayor's office

**17) AMENDMENT TO THE REQUEST FOR QUOTATION:** The Contracting Authority reserves the right, if need be, to subsequently amend this request for quotation in conformity with the public contract code.

*Copies:*

- MINCAF
- ARMP
- DMO
- NK.CITB
- File/chrono
- Notice Boards





### AVIS DE CONSULTATION POUR UNE DEMANDE DE COTATION

APPEL D'OFFRES No.001/RQ/NWR/DMD/NK.C/NK.CITB/2025 DU 20/01/2026 2026 POUR LA FOURNITURE D'ÉQUIPEMENTS MÉDICAUX DE BASE AUX CENTRES DE SANTÉ INTÉGRÉS DE LA ZONE I, NKAMBE, DÉPARTEMENT DU DONGA-MANTUNG

**1) OBJET DE L'APPEL D'OFFRES :** Dans le cadre de l'exécution du budget d'état 2026, Monsieur le Maire de la Commune de NKAMBE lance par la présente un appel d'offres pour la **FOURNITURE D'ÉQUIPEMENTS MÉDICAUX DE BASE AUX CENTRES DE SANTÉ INTÉGRÉS DE LA ZONE I, NKAMBE, DÉPARTEMENT DU DONGA-MANTUNG.**

**2) NATURE DE LA PRESTATION:** Les travaux consistent en la **FOURNITURE D'ÉQUIPEMENTS MÉDICAUX DE BASE AUX CENTRES DE SANTÉ INTÉGRÉS DE LA ZONE I, NKAMBE, DÉPARTEMENT DU DONGA-MANTUNG.**

**3) DÉLAI D'EXÉCUTION :** Le délai maximum d'exécution prévu par le Maître d'Ouvrage est de deux(02) mois (60 jours calendaires) à compter de la date de notification de l'Ordre de Service pour le démarrage des travaux.

**4) Lots et Coût estimatif :** Les travaux sont en un (01) lot comme indiqué dans le tableau ci-dessous.

INTITULÉ DU PROJET	COÛT DU PROJET	CAUTION DE SOUMISSION	COÛT DU DOSSIER D'APPEL D'OFFRES
FOURNITURE D'ÉQUIPEMENTS MÉDICAUX DE BASE AUX CENTRES DE SANTÉ INTÉGRÉS DE LA ZONE I, NKAMBE	27 000 000 FCFA	540 000 FCFA	50 000 FCFA

**5) PARTICIPATION ET ORIGINE:** La participation au présent appel d'offres est ouverte aux entreprises compétentes non suspendues des marchés publics au cours des derniers exercices financiers et en règle avec la législation en vigueur.

**6) FINANCEMENT:** Lesdits travaux seront financés sur le budget programmé du **BUDGET D'INVESTISSEMENT PUBLIC (BIP) DU MINSANTE – BUDGET 2026**. **Rubrique budgétaire:** comme indiqué dans le tableau ci-dessous.

N°	OBJET	N° D'ENREGISTREMENT	N° D'IMPUTATION
1	FOURNITURE D'ÉQUIPEMENTS MÉDICAUX DE BASE AUX CENTRES DE SANTÉ INTÉGRÉS DE LA ZONE I, NKAMBE		60 40 412 1 33000007 524412

**7) CONSULTATION DU DOSSIER D'APPEL D'OFFRES :**

Conformément à la circulaire N° 000001/CL/PR/MINMAP/CAB du 15 janvier 2021 relative à la délivrance des reçus d'acquisition des dossiers d'appel d'offres et à la mise à disposition de ces dossiers aux soumissionnaires potentiels. Le dossier d'appel d'offres peut être consulté immédiatement après la publication du présent avis auprès des Services du Maître d'Ouvrage (Service chargé du passation des marchés), sur les sites web du **COLAPS** et de l'**ARMP** pendant les heures de service.

**8) ACQUISITION DU DOSSIER D'APPEL D'OFFRES:** Le dossier d'appel d'offres peut être retiré à la Mairie de Nkambe (Service du SIGAMP) contre paiement d'une somme non remboursable de **50 000 FCFA** à la Trésorerie Municipale de Nkambe.

**9) CAUTION DE SOUMISSION:**

Chaque soumissionnaire inclura dans son offre une caution de soumission provenant d'une institution bancaire agréée par le ministre des finances et valide par la CDEC comme indiqué dans le tableau ci-dessous.

N°		CAUTION DE SOUMISSION	FRAIS DE DOSSIER
1	FOURNITURE D'ÉQUIPEMENTS MÉDICAUX DE BASE AUX CENTRES DE SANTÉ INTÉGRÉS DE LA ZONE I, NKAMBE	540 000 FCFA	50 000 FCFA

**10) DÉPÔT DES OFFRES:**

Chaque offre, rédigée en français ou en anglais en sept (07) exemplaires dont l'original et six (06) copies dûment estampillées comme telles, conformément aux prescriptions du dossier de consultation et inclure une version électronique, sera déposée contre récépissé à la **MAIRIE DE NKAMBE** au plus tard le **18/02/2026 à 10 Heures**, heure locale, et portera la mention :

**APPEL D'OFFRES N°.001/RQ/NWR/DMD/NK.C/NK.CITB/2025 DU 20/01/2026 POUR LA FOURNITURE D'ÉQUIPEMENTS MÉDICAUX DE BASE AUX CENTRES DE SANTÉ INTÉGRÉS DE LA ZONE I, NKAMBE, DÉPARTEMENT DU DONGA-MANTUNG**

**11) ADMISSIBILITÉ DES OFFRES :**

Sous peine de rejet, seuls les originaux ou des copies certifiées conformes par le service émetteur ou les autorités administratives (Préfets, Sous-

Préfets) doivent impérativement être produits conformément au Règlement Particulier de l'appel d'offres. Ils doivent obligatoirement dater de moins de trois (3) mois à la date de dépôt des offres ou être établis avant la signature de l'avis d'appel d'offres. Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Il s'agit notamment de l'absence de caution de soumission émise par une banque de premier ordre agréée par le Ministre chargé des Finances et non-conformité.

**12) OUVERTURE DES PLIS :** L'ouverture et l'évaluation des offres se feront en une phase le **18/02/2026 à 11 Heures** dans la Salle de Conférence du **COMITÉ NATIONAL DES MARCHÉS INTÉRIEURS (CNMI) DE LA MAIRIE DE NKAMBE**. Seuls les soumissionnaires pourront y assister ou s'y faire représenter par une personne de leur choix, ayant une parfaite connaissance du dossier et mandatée à cet effet.  
Les offres seront évaluées hors taxe sur la valeur ajoutée (TVA) et toutes taxes comprises (TTC) et accompagnées d'une lettre de soumission signée.

**- 13) CRITÈRES D'ÉVALUATION :**

Les offres seront évaluées selon les critères principaux suivants :

**A. Critères Éliminatoires**

→ Absence ou non-conformité d'une pièce administrative et non soumise en 48hrs a la demande ;

- Un dépôt après la date limite

- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;

- Fausses déclarations ou pièces falsifiées ;

- L'enveloppe avec les signes d'identification du soumissionnaire ;

- Absence ou insuffisance de la caution provisoire de soumission ou non conforme

- Omission d'un prix quantifié dans le devis

- Entreprise suspendus de la procurent public

- Non satisfaction d'au moins 75% des critères d'expériences requis.

- **L'ABSENCE D'UN RAPPORT SPECIAL DE TERRAIN SINGNE PAR LE CO-CONTRACTANT A SON HONNEUR INDIQUANT CLAIREMENT LES VERIFICATION NECESSAIRES ET UNE MAITRISE ADEQUATE DU CONTEXTE SECURITAIRE LOCAL**

**B. Critères Essentiels**

1. Présentation générale de l'offre ;
2. Capacité financière ;
3. Références de l'entreprise dans un domaine similaire ;
4. Qualification du personnel ;
5. Organisation technique des travaux ;
6. Attestation et rapport de visite de site ;
7. Moyens logistiques ;
8. Cahier des Clauses Techniques Particulières (CCTP) paraphé sur toutes les pages et signé en dernière page ;
9. Cahier des Clauses Administratives Particulières (CCAP) rempli, paraphé sur toutes les pages et signé en dernière page.

**14) ATTRIBUTION :** Cette évaluation se fera selon la méthode binaire (OUI) ou (NON) avec un score technique minimum acceptable d'au moins 75% des critères essentiels pris en compte. **Le marché sera attribué au soumissionnaire ayant proposé l'offre au montant le plus bas, conforme aux dispositions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et obtenu au moins 75% des points sur les critères essentiels.**

**15) DURÉE DE VALIDITÉ DES OFFRES :** Les soumissionnaires resteront engagés par leurs offres pendant une période de quatre-vingt-dix (90) jours à compter de la dernière date de dépôt des offres, c'est-à-dire que les offres seront valables 90 (quatre-vingt-dix) jours à compter de leur date limite de dépôt.

**16) RENSEIGNEMENTS COMPLÉMENTAIRES :** Des renseignements techniques supplémentaires peuvent être obtenus pendant les heures de service auprès du service chargé du passation des marchés au Cabinet du Maire.

**17) MODIFICATION DE L'APPEL D'OFFRES :** Le Maître d'Ouvrage se réserve le droit, si nécessaire, de modifier ultérieurement le présent appel d'offres conformément au code des marchés publics

*Copies :*

- MINMAP ;
- ARMP;
- DMO
- NK.CITB
- Chrono
- Affichage.



**DOCUMENT No 2:**  
**General Regulations of the REQUEST FOR QUOTATION**  
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## A. General

### **Article 1: Scope of the tender:**

1.1 . The Contracting Authority as defined in the Special Regulations of the request for quotation hereby launches a request for quotation for the construction of the works described in the Tender notice and briefly described in the Special Regulations.

1.2 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.

1.3 In this Tender File, the term “day” means a calendar day.

**Article 2: Financing:** The source of financing of the works forming the subject of this request for quotation shall be specified in the Special Regulations.

### **Article 3: Fraud and corruption:**

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

a) The following definitions shall be admitted:

a.1 Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

a.2 Is involved in “fraudulent manoeuvres” whoever deforms or distorts facts in order to influence the award or execution of a contract;

a.3 “Collusive practices” shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

a.4 “Coercive practices” shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

### **Article 4: Candidates allowed to compete:**

4.1 If the request for quotation is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the request for quotation is addressed to all entrepreneurs, subject to the following provisions:

a. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.

b. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

b.1 Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this request for quotation; or

b.2 Presents more than one bid within the context of request for quotation, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.

b.3 The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

**c. The bidder must not have been excluded from bidding for public contracts.**

d. A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the request for quotation and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.

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

**Article 6: Qualification of bidder:**

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

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

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

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

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

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

a. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;

b. The bid and the contract must be signed in a way that is binding on all members of the group;

c. The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;

d. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;

e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the request for quotation.

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the request for quotation.

**Article 7: Visit of works site:**

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

7.2 The Project Owner shall authorize the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

7.3 The Project Owner may organize a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the request for quotation.

**B. TENDER FILE**

**Article 8: Content of Tender File:**

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

Document No. 1. The letter of request for quotation (for restricted request for quotation);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the request for quotation;

Document No. 4. The Special Regulations of the request for quotation;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract:

- The execution schedule;

- Model of forms presenting the equipment, personnel and references;

- Model bidding letter;

- Model bid bond;

- Model final bond;

- Model of bond of start-off advance;
- Model of guarantee in replacement of the retention fund;
- Model contract;

Document No. 11. Models to be used by bidders;

- Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized to issue bonds for public contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

#### **Article 9: Clarifications on the Tender File and complaints**

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the request for quotation and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

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

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

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

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

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

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

### **C PREPARATION OF BIDS**

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

**Article 12: Language of bid:** The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise

translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

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

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

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

a.1 All documents attesting that the bidder:

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

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the request for quotation;

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

#### **b. Volume 2: Technical bid**

b.1 **Information on qualifications:** The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the request for quotation.

b.2 **Methodology:** The Special Conditions of the request for quotation specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organization and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 **Proof of acceptance of conditions of the contract:** The bidder shall submit duly initialed copies of the administrative and technical documents relating to the contract, namely:

- The Special Administrative Conditions (SAC);
- The Special Technical Conditions (STC).

b.4 **Commentaries (optional):** A commentary on the technical choices of the project and possible proposals.

c. **Volume 3: Financial bid:** The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
- The duly filled Unit Price Schedule;
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices;
- The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the request for quotation concerning the other possible forms of guarantees.

13.2 If in accordance with the provisions of the Special Regulations of the request for quotation, the bidders present bids for several lots of the same request for quotation, they could indicate rebates offered in case of award of more than one lot.

#### **Article 14: Bid price:**

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the request for quotation, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .

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

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

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

#### **Article 15: Currency of bid and payment**

15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the request for quotation.

**15.2 Option A:** The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:

- b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

b.3 Refuses to receive notification of the Administrative Order to commence execution.

#### **Article 18: Varying proposals of bidders**

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

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

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

#### **Article 19: Preparatory meeting to the establishment of bids**

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

#### **Article 20: Form and signature of bid**

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

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialed by the signatory (ies) of the bid.

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

## D. SUBMISSION OF BIDS

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

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

21.2 The external and internal envelopes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

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

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

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

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

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialed copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

#### **Article 26: Confidential nature of the procedure**

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

#### **Article 27: Clarifications on the bids and contact with the Contracting Authority**

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

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

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

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

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

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

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

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

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

**Article 30: Correction of errors**

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

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

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

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

**Article 31: Conversion into a single currency**

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

**Article 32: Evaluation and comparison of financial bids**

32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

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

- a. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b. By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c. By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

e. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorized by the Special Regulations;

f. If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this request for quotation is launched simultaneously for several lots.

g. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

**Article 33: Preference granted national bidders:** National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

## **F. AWARD OF THE CONTRACT**

### **Article 34: Award**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DOCUMENT No. 3: SPECIAL REGULATIONS OF THE REQUEST FOR QUOTATION**

<b>Ref. of the General regulations</b>	<b>General</b>
1.1	<b>Definition of works:</b> PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION, NORTH WEST REGION <b>Name and address of the Contracting Authority:</b> , The Lord Mayor Nkambe Council <b>Reference of Request for quotation:</b> N° 001/RQ/NWR/DMD/NK.C/NK.CITB/2026 of 20/01/2026
1.2	<b>DURATION OF EXECUTION:</b> SIXTY (60) days
2.1	<b>Source of financing:</b> Works which form the subject of this request for quotation shall be financed by the 2026 Public Investment Budget of the Ministry of PUBLIC HEALTH, as per the Tender Notice.
3.1	List of pre-qualified candidates, not applicable
4.1	<b>Origin of building materials, equipment, supplies:</b> The materials will generally be from sources in Cameroon.

**6.1 Evaluation criteria**

The bids shall be evaluated according to the main criteria as follows:

**Eliminatory criteria**

- Absence of a document in the administrative file and not submitted within 48hrs on request;
- Bids submitted after the deadline for submission;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- External envelope bearing identification marks of the Bidder;
- Absence of, or insufficient bid bond or non compliance Bid bond
- Omission of a quantified task on the bill of quantities and cost estimates
- Enterprise suspended from public procurement
- Failure to obtain at least 75% in the evaluation of the technical proposal.
- Absence of A FIELD REPORT SIGNED BY THE SERVICE PROVIDER IN HIS HONOUR CLEARLY INDICATING DUE DILIGENCE AND SUFFICIENT UNDERSTANDING OF THE LOCAL SECURITY CONTEXT

**Essential criteria**

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Logistics;
- 7- Attestation of site visit and site visit report.
- 8- Special Technical Clauses initialed in all the pages;
- 9- Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO). This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

**ARTICLE 7: Language of the bids:** The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in **French or English**. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

### **ARTICLE 8: PRESENTATION OF THE BIDS**

The bids prepared in English or French and in seven (07) copies that is one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative FILE**
- B) Technical FILE**
- C) Financial FILE**
- D) The bidder must include the electronic version of the bid**

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

#### **REQUEST FOR QUOTATION**

**No.001/RQ/NWR/DMD/NK.C/NK.CITB/2025 OF 20/01/2026**

**FOR PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS  
IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION, IN NKAMBE COUNCIL AREA, DONGA-  
MANTUNG DIVISION, NORTH WEST REGION  
(To be opened only during the bids opening session)**

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

### **8.2 Internal envelopes**

Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labeled;

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

#### **ADMINISTRATIVE DOCUMENTS.**

<b>DOCUMENT Nº</b>	<b>DESCRIPTION</b>
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Trade and Industry of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file
A.6	A bid bond as per tender notice issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions and validated by CDEC
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract

	Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	An attestation of tax conformity
A.10	COPY OF VALID TAX PAYERS CARD, delivered by the chief of center of Taxes.
A.11	Power of attorney
A.12	Group agreement where applicable
A.13	SPECIAL ADMINISTRATIVE CLAUSES VISA ON ALL PAGES SIGNED DATED AND STAMPED ON THE LAST PAGE

**The absence or the nonconformity of the one of these documents will result to the elimination of the offer**

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

B.1	<b>General presentation of the bids</b>	YES	NO
	-Document spiral bound..... -Table of content page ..... -Colourpage separation..... - Presentation of documents in the order given in this tender file.....		
B.2	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b> <i>(Minimum acceptable: 02 Contracts realized in similar domain within the past 03 years)</i>		
	-List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) - Minutes of reception or attestation of clearances of works executed or minutes of final reception(minimum two).		
B.3	<b>QUALIFICATION AND EXPERIENCE OF TECHNICAL STAFF</b>		
B.3.1	<b>01 works supervisor (HND IN NURSING OR ITS EQUIVILENT)</b>		
	➤ CV signed by the concerned..... ➤ A certified copy of the diploma ..... ➤ An attestation of availability signed by the concerned..... ➤ Certified Copy of ID card .....		
B.3.2	<b>01 Site foreman(NURSING ASSITANCE OR ITS EQUIVILENCE))</b>		
	➤ CV signed by the concerned..... ➤ A certified copy of the diploma ..... ➤ An attestation of availability signed by the concerned..... ➤ Certified Copy of ID card .....		
B.5	<b>FINANCIAL CAPACITY</b>		
B.5.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		

#### **ENVELOPE C- FINANCIAL FILE**

No	<b>DESIGNATION.</b>	YES	NO
.			
C1	A submission letter, signed, dated and stamped, following tender modele.		
C2	Completed and signed frame work of unit prices, following tender modele.		
C3	Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) ( <i>initialed with company stamp and last page Signed</i> ) following tender modele		
C4	Sub details of unit prices, following tender modele.		

- The bidders shall use for this purpose the documents and models provided in the Tender file, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour pages from as well in the original as well as in the copies, so as to facilitate the examination

#### **Supply price**

**ARTICLE 9: Currency of payment:** This National Request for quotation is awarded on total and contractual price, inclusive of all taxes, firm and non revisable for the whole of the works and the equipment

defined in the present Request for quotation. The corresponding amount shall be calculated inclusive of all taxes and the prices shall be obligatorily expressed in francs CFA.

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

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

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

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

**11.1 Provisional guarantee:** The amount of the provisional guarantee or guarantee of tender is fixed as per the Tender Notice. The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

**11.2GuaranteeRetention:** Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, with the final reception of work.

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

**ARTICLE 13: A number of copies of the offer which must be filled and sent:** The tender, as all the parts accompanying it shall have to be given in seven (07) copies, i.e. one (01) original and six (06) copies. The bidder MUST present his documents inside a sealed external envelop including an electronique copy being marked:

#### **REQUEST FOR QUOTATION**

**No.001/RQ/NWR/DMD/NK.C/NK.CITB/2025 OF 20/01/2026**

**PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN  
ZONE I, NKAMBE, DONGA-MANTUNG DIVISION, IN NKAMBE COUNCIL AREA, DONGA-  
MANTUNG DIVISION, NORTH WEST REGION  
TO BE OPENED ONLY DURING THE BIDS OPENING SESSION»**

**ARTICLE 14: Date and latest time of deposit of bids:** The shall be submitted in sealed external envelope latest .....at 10:00am, by mail registered with acknowledgement of delivery or by deposit against acknowledgement receipt

**THE LORD MAYOR NKAMBE COUNIL, SERVICE FOR AWARD OF CONTRACTS**

**TEL.: ...../.....**

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

**ARTICLE 15: Opening of the bids:** The opening of the bids shall be carried out in the conference hall of the Nkambe Council on **18/02/2026** as from 11:00 AM, by the Nkambe Council Internal Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

**ARTICLE 16: Award of the contract:** The Tenders Board shall propose to the Contracting Authority the award of the contract to the bidder who shall present an offer with the lowest amount, and conforming with the regulations of the tender file and the public contract code , and having satisfy to 100% of all the eliminatory criteria as well as at least 75% technical score in the essentially criteria. The decision carrying award of the contract shall be published by way of press release or any other means of publication used by the Administration.

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

**Article 1: PURPOSE OF THE CONTRACT**

The purpose of this contract is **PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, and NORTH WEST REGION**

**Article 2: LAWS AND RULES APPLICABLE**

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

**Article 3: MODE OF CONTRACT AWARD**

This contract shall be awarded following a request for quotation in accordance with decree N°: 2018/366 of 20<sup>th</sup> June 2018 instituting the Public Contracts Code.

**Article 4: LANGUAGE APPLICABLE IN THE CONTRACT**

English and French shall be the languages applicable in the contract.

**Article 5: FUNDING**

Works referred to in the Request for quotation shall be funded through the 2026BIP MINSANTE

**Article 6 : CONSTITUENT DOCUMENTS OF THE CONTRACT**

Documents of specific nature

- Special administrative conditions
- Special technical conditions
- Unit price list
- Detailed cost estimates (Contractor's bid)

Documents of general nature

- Decree No.2003/651/PM of 16<sup>th</sup> April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree No. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code;
- Order N° 033/CAB/PM of the 13<sup>th</sup> February 2007 bearing the general administrative conditions
- Circular letter N°002/CAB/PM of 31<sup>st</sup> January 2011 relative to the amelioration of the performance of Public Contracts system;
- Decree N°2012/074 of 8<sup>th</sup> March 2012 bearing on the creation, organization and functioning of Tenders Board.
- Decree N°2012/075 of 8<sup>th</sup> March 2012 bearing the organization of the Ministry of Public Contracts;
- Decree N°2012/076 of 8<sup>th</sup> March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23<sup>rd</sup> February 2001 bearing the organization and functioning of the Public Contracts Regulatory Agency (ARMP);
  - Circular No 0001877/C/MINFI of 31<sup>st</sup> DECMBER 2025 on the instruction relating to the implementation of the finance laws, the monitoring and control of the execution of the state budget and other entities for the 2026 fiscal year.
- Decree No 2018/27 of 5<sup>th</sup> August, 2018 modifying and completing certain dispositions of Decree No 2012/074 of 8<sup>th</sup> March, 2012 bearing on the creation, Organization and functioning of Tenders Boards.
- Norms in force ;
- Instruments on environmental management.

**Article 7: DEFINITIONS AND DUTIES**

For the implementation of the provisions of this contract:

1. **The Contracting Authority** (signatory authority) is Mayor of NKAMBE COUNCIL
2. **The Authorizing Officer**, that is, Mayor NKAMBE COUNCIL who shall address to the Divisional Delegate of Public Contracts and ARMP periodic reports on the financial situation. These reports will make known the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.

3. **The Contract Engineers** is the DISTRICT MEDICAL OFFICER in charge of supervising and controlling the execution of works and supplies respectively and preparation of documents for payments.
4. **The Contract Manager** is the SECRETARY GENERAL NKAMBE COUNCIL, Representing the funding ministry
5. **The Project Manager** is devolved to the COUNCIL DEVELOPMENT OFFICER.
6. **The Control Brigade** of the Divisional Delegation of Public Contracts for Donga Mantung will carry out control rounds for the works of the Contract as per their attributions.

#### **Article 8: REPRESENTATIVE OF THE CONTRACTOR**

- 8.1-Within fifteen (15) days that follow the date of notification of the service order to begin work, the contractor shall confirm the site foreman who shall have the right of representation and sufficient authority to direct the site. Signed by the contractor, this confirmation shall be addressed by letter to the Project Manager. Within 8 days, the confirmation shall be considered approved if the Contracting Authority does not give objection to it.
- 8.2- For the execution of the present Jobbing Order, the contractor "elects Residence in the NKAMBE 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 NKAMBE, the Sub-Division of execution of the project.

#### **Article 9: CONTENT OF WORKS**

The Works which form the subject of this contract are spelt out in the Special Technical Conditions.

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

##### Service Order

The Service Order to start work shall be signed by the Contracting Authority and notified by the contract manager order to start works by the technical service relating to the normal execution period of works.

##### Correspondence

The contractor shall address all written correspondences to the Contract Engineer with copies to the authorizing officer the Contracting Authority and Authority in charge of public Contracts

**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 WORKSAND RESIDENCE OF THE CONTRACTOR**

The contractor (entrepreneur) shall visit the site at his expense to acquaint himself with the effective work to be done and make concrete performance proposals. He is expected to have visited and acquainted himself with the site of works and the surroundings so as to have adequate knowledge of all its features, the nature of works 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 works and in particular the specific needs.
- The proper physical conditions of the work 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 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 at the office of the Divisional Officer NKAMBE 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 will 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.

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

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

The works that form the subject of the present Jobbing Order, consist of all works foreseen in the bill of quantities estimated PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

Time-limits for execution covers:

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

Under no circumstances shall the duration for execution exceed **sixty (60) calendar** days except in the situation of Force Majeure.

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: ROLE AND RESPONSIBILITY OF THE CONTRACTOR(ENTREPRENEUR)**

The contractor shall provide to the Contracting Authority seven (07) copies of the registered contract, that is, four original copies and three photocopies. The contractor has as mission to assure the execution of works under the control of a Contract 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 works. Works 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.

#### **NB:**

- The contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.
- Regular site meetings shall be held at the initiative of the Contract engineer. The participation of the site Foreman at site meetings shall be obligatory. To this effect, the contractor shall keep a site register that shall be available to the 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.

Hence:

- \*He shall fulfil his fiscal duties to the staff deployed for the execution of the works and shall put in place an installation and shall 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 is responsible with regard to the Contracting Authority for the quality of the materials and supplies used, their perfect adaptation to the needs of the site and the good execution of works.

\*The contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, agents of the Contract engineer, his material for the realization of the present contract, during the execution of the works.

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

#### **Article 14: 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 service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, 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 15: PLANNING OF WORKS AND SUB-CONTRACTING**

Within ten days from the date of notification of the service order to begin works, the contractor shall submit to the Contract Engineer the 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. The contractor shall not sub-contract work without the prior authorization of the Contracting Authority. 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.

All subcontracting to a third enterprise of the execution of a part of the works foreseen in the present Jobbing Order is subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the total works described in this Jobbing Order.

#### **Article 16: 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 17: 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 contract 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 18: REPLACEMENT OF SUPERVISORY STAFF**

In case of replacement of supervisory staff, the qualification of the personnel proposed shall at least be equal to that of the staff replaced. **In case the qualification of the personnel proposed is lower than that of the staff replaced but complies with the requirements of the tender file, the contractor shall be liable to a penalty worth five over one thousand (5/1000<sup>th</sup>) of the amount of the contract.**

#### **Article 19: MODIFICATION TO STRUCTURES**

During the 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 20: MATERIALS**

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

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

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

#### **Article 21: DEMOLITION OF FAULTY STRUCTURES, UNAPPROVED MATERIALS, PENALTIES AND RESTRAINT OF DELAY**

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

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

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

**In case of delay on the duration of execution of works fixed by this Jobbing Order, the contractor shall be liable to lateness penalties which rate corresponds to 1 /2000<sup>th</sup> of the amount of the Jobbing Order from the first to the thirtieth day of delay and 1 /1000<sup>th</sup> of the amount of the Jobbing Order for each day above 30 days of lateness. Where the total penalty (amount) exceeds 10% of the contract sum, the Jobbing Order shall be terminated.**

## **Article 22: 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 23: 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 24: ACCESS TO THE SITE**

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

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

## **Article 25: DUTIES OF THE PROJECT ENGINEER**

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

At the request of the contractor and 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:

- 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 26: PROJECT SITE MEETINGS**

Project site meetings shall hold on a regular basis on the project site at the initiative of the Contract Engineer. The contractor shall be bound to attend these meetings, the reports of which shall be signed on the spot by the participants.

## **Article 27: SITE RECORD**

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

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

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

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

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

## **Article 28: 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 Manager 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 29: 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 30: 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 31: 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 and before approval of the general and final statement of works.

### **Article 32: OPERATIONS REQUIRED BEFORE ACCEPTANCE**

Prior to the acceptance, the contractor shall request in writing to the project owner through Contract Engineer, the organization of a technical visit before provinatory acceptance, and will be composed of:-

- Contracting authority or his representative ..... Chairperson
- The Contract Engineer..... (Secretary)
- The Project Manager ..... (membert)
- Control Brigade  
MINMAP..... (observer)
- The Contractor or his Representative..... (Member)

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site. This report shall be valid with signatories of two third 2/3 of the member concerned*

This 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.

These operations shall give rise to a report drawn up on the spot, signed by the Project Engineer and countersigned by the contractor.

Following this pre-acceptance visit, the Control Engineer may indicate the reserves to be lifted and the corresponding works to be carried out before the date of provisional acceptance which he shall fix in agreement with the contractor.

### **Article 33: ACCEPTANCE(Provisional reception)**

Provisional acceptance shall be granted at the request of the contractor in case the execution of works is satisfactory. The acceptance committee shall be made up as follows:

- The Authorizing Officer or his representative..... (Chairman)
- The Contract Engineer..... (Secretary)
- DD MINDDEVEL. ....(MEMBER )
- The contract manager..... (Member)
- The DD MINMAP or his representativ..... (OBSEVER)
- The Project manager..... (Member)
- THE Stores Accountant ..... (Member)
- The Contractor or his Representative..... (Member)
- Control Brigade MINMAP ..... (Observer)
- ANY OTHER MEMBER DESIGNATED AT THE DISCRETION OF THE PROJECT OWNER (OBSEVER)
- As soon as the contractor by writing informs Chairman of the reception committee, he shall summon a meeting of the committee to carry out the provisional reception.

The technical reception shall proceed the provisional acceptance comprising of the following members the contracts engineer, chief of control brigade, project manager (chief of service of contracts) and the contractor

After a visit to the site, the committee shall examine the report or minutes of the operations required before reception and carry on the reception if appropriate.

The provisional acceptance shall give rise to a reception report which shall be signed on the spot by all the members of the committee. This report of provisional technical reception shall mark the end of works.

**Remark:** For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members concerned. This report shall be valid with signatories of 2/3 of its members concerned

#### **Article 34: PERIOD OF GUARANTEE**

The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed.

This period shall last for twelve (12) months as from the day of provisional acceptance.

#### **Article 35: MAINTENANCE DURING THE PERIOD OF GUARANTEE**

During the period of guarantee, the contractor shall repair, at his expense and in due time, any disorder that may occur as a result of defects in the structure.

Before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Contract Engineer. The contractor shall within twenty (20) days carry out the repairs. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

#### **Article 36: 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 same as in provisional reception.

Following final acceptance, the Chairperson of the committee shall draw up a report which may declare the following:

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

Within the time specified by the committee, the contractor shall:

- either lift the reserve made during the provisional acceptance
- or carry out a new acceptance.

**Remark:** For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members concerned. This report shall be valid with signatories of 2/3 of its members concerned

#### **Article 37: LAWS GOVERNING LABOUR**

The contractor shall abide by the laws governing labour in the Republic of Cameroon. As far as possible, he shall give pride of place to Cameroonians during recruitments.

### **CHAPTER III- FINANCIAL CONDITIONS**

#### **Article 38: AMOUNT OF THE CONTRACT**

The amount of this contract shall be ..... Francs CFA and shall be stated in the detailed estimates, on the flyleaf and on the signature page.

#### **Article 39: PRICE CONSISTENCY**

Contractor's price:

The prices stated on the unit price list 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 this contract;
- 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 40: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 41: 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 additional work shall be executed by the contractor unless the Project Engineer has issued a service order to request the said service.

Unit prices of the Price list shall be applied if the additional works have new prices. 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 list or the detailed estimates of this contract but which has been presented in the contractor's bid.

#### **Article 42: MODE AND VENUE OF PAYMENT OF WORKS EXECUTED**

The contractor shall be paid through accounts drawn up by applying the prices of the unit price list to works actually carried out.

- Record of works carried out:

At the end of every month, the contractor and the Project Engineer shall draw a joint statement summarizing and setting the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

- Monthly account

- 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.

End of work account

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 shall be submitted by the contractor for verification and approval by the Contract Engineer

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.

- General and final account

At the end of the period of guarantee relating to the structures which gives rise to final acceptance of works, Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. This account whose model shall be provided by the Contracting Authority at his convenience shall comprise:

- The final account;
- The final payment;
- The summary of monthly accounts.

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.

- Payment of works:

Payment shall be done by the NKAMBE COUNCIL Treasurer upon a VISA affixed by the Mayor of NKAMBE COUNCIL after commitment by the Divisional Controller of Finance after receiving accounts drawn up by the Contract Engineer and signed by the Authorizing Officer upon presentation of an account drawn up by the contractor seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

- Seven copies of the 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 signed by the Contract Engineer and bearing the visa of the authorising officer ;
- Release of the retention guarantee signed by the Contract Engineer in case of final acceptance of work;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
  - A taxpayer's card;
  - a business licence;
  - a clearance attesting to the payment of taxes;
  - an attestation of non-indebtedness;
  - an attestation of localisation;
  - a plan of localisation;
  - an attestation of solvency;
  - an attestation of Bank account;
  - an attestation of NSIF.

- Default interests

Default interests shall be paid by statement of the amounts owed.

- Currency

The currency of the tender and payment shall be the CFA Franc.

**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 5<sup>th</sup> of the every month following the works executed transmit seven (7) copies of the partial invoices to the Contract Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINFI and MINMAP.

#### **Article 43: START-OFF ADVANCE**

##### **a) Request for the start-off advance**

At the express request of the contractor, a start-off advance not exceeding 20% of the contract ATI may be granted. This advance shall be 100% guaranteed by banking institution Secondaire in Cameroon and approved by the Ministry in charge of Finance. The bond shall be drafted according to the model enclosed in Appendix.

##### **b) Refund of the start-off advance**

The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 80% of the value of the contract.

##### **c) Release of bond**

As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

#### **Article 44: FINAL BOND**

##### **a) Guarantee**

The security to guarantee the proper execution of the contract shall be provided within twenty (20) days as from the date of notification of the contract. It shall be kept by the Contracting Authority. The bid bond shall be refunded to the contractor once the final bond has been provided

##### **b) Amount of the final bond**

The amount of the final bond shall be 2% of the value of the contract all taxes inclusive (ATI). This security guarantee may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.

##### **c) Release of bank guarantee**

Upon completion of works, the bid bond or the bank guarantee shall be refunded at the written request of the contractor.

#### **Article 45: RETENTION BOND**

To guarantee the proper execution of works, 10% of the value of the contract of the structure concerned shall be deducted from the amount of each payment on account.

#### **Article 46: PAYMENT**

Within the meaning of the security regime laid down by decree No. 2018/366 of 20 June 2018, the following definitions shall apply:

- Authority in charge of settlement of the expenditure: the Contracting Authority;
- Authority in charge of paying the VAT: the Contracting Authority ;
- The Divisional Treasurer shall be in charge of payments;
- Security shall be subject to the rules governing public contracts;
- Payments shall be done by bank transfer.

#### **Article 47: 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, salaried in service;
- by the equipment used;
- due to works.

#### Comprehensiverisksinsurance

In addition, all the work under the project shall be covered by a comprehensive risks insurance issued by a company approved by the competent authority. The expenses incurred for this insurance shall be charged to the contractor.

Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

#### Protection of the sites

The contractor shall be bound by protection and guarding of his construction sites. He shall make sure that the populations stay away from the sites, notably by delimitating the sites 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 48: VARIATION OF PRICES**

Under this contract, prices shall be unit and fixed prices. These prices shall be final and unchangeable.

### **Article 49:STAMP AND REGISTRATION**

Seven (7) original copies of each constituent document of this contract shall be stamped and registered by and at the expense of the contractor, in accordance with the laws in force; within fifteen (15) days as from the date of notification of the contract.

### **Article 50: TAX AND CUSTOMS REGIME**

As concerns taxes, this contract shall be subject to the laws in force in the Republic of Cameroon.

### **Article 51: PENALTIES**

In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:

- 1/2000<sup>th</sup> of the amount of the contract per calendar day overrun, from the 1<sup>st</sup> to the 30<sup>th</sup> day;
- 1/1000<sup>th</sup> of the amount of the contract per calendar day, beyond the 30<sup>th</sup> day;
- Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract;  
A percentage higher than 10% shall lead to termination of the contract.

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

### **Article 52:RISKS, RESERVES AND FORCE MAJEURE**

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 of his intention to put forward this force majeure. This shall be done before the end of the 20<sup>th</sup> day following the event.

It is up to the Project Manager to decide on the nature of force majeure and the evidence given by the contractor.

## **Article 53: SETTLEMENT OF DISPUTES**

Any dispute arising between the parties shall be subject to an attempt at a direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this contract shall be carried before the Cameroonian court of competent jurisdiction.

## **Article 54: TERMINATION OF CONTRACT**

The contract may be terminated as per article 150 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 55: SPECIAL COMMERCIAL CHARGES**

The contractor declares that this 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 this 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 56: INTERNATIONAL TRANSPORTS**

In case the execution of this 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 57: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT**

This contract shall become valid only after it must have been visaed by the Divisional Controller of Finance and signed by the Contractor and the Contracting Authority. It shall enter into force upon notification of the contractor by the Competent Service.

## **Article 58: INFORMATION TO BE POSTED**

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

<p>REPUBLIC OF CAMEROON Peace - Work – Fatherland</p> <p>PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION</p> <p>CONTRACTING AUTHORITY: THE MAYOR OF NKAMBE COUNCIL</p> <p>PROJECT MANAGER: CDO NKAMBE COUNCIL</p> <p>AUTHORISING OFFICER: THE MAYOR OF NKAMBE COUNCIL</p> <p>CONTRACT ENGINEER: DISTRICT MEDICAL OFFICER.</p> <p>CONTRACTOR: .....</p> <p>FINANCING: 2026 MINSANTE</p> <p>DURATION OF CONTRACT: TWO MONTHS (60 CALENDAR DAYS)</p>
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**DOCUMENT NO. 5:**  
**Special Technical Conditions (STC) TECHNICAL SPECIFICATIONS**

**Introduction**

This Technical Specifications Booklet (TSB) defines the technical requirements, standards, and delivery conditions for the supply of basic medical equipment. The objective is to enable Bidders to prepare responsive, competitive, and compliant bids, ensuring the procurement of new, unused, high-quality equipment that meets the functional needs of the health centers.

**Summary of Technical Specifications**

The supplies must comply with the following essential specifications and standards. Bidders must provide an analogous table in their bid demonstrating compliance.

**Note:** All equipment and materials must be **new, unused, of the most recent or current model**, and incorporate all latest improvements in design and technology, unless otherwise specified. References to brand names (e.g., "Camry," "INOVA") are for descriptive purposes only; Bidders may propose **equivalent or superior** products, clearly indicating the proposed brand/model and providing technical justification.

S/N (Item No.)	Name of Supply	Technical Specifications	Applicable Standards
101	Hospitalization bed with anti-bedsore mattress	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Frame: Steel, adjustable height and backrest.</li> <li>- Mattress: High-density foam anti-bedsore type, waterproof cover.</li> <li>- Safety features: Side rails, locking casters.</li> </ul> <p><b>Desirable:</b> IV pole holder, built-in patient controls.</p>	ISO 13485, ISO 10535, or equivalent national medical device standards.
102	Bed pan (inox / stainless steel)	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Material: AISI 304 or 316 stainless steel.</li> <li>- Smooth, seamless construction for easy cleaning and disinfection.</li> <li>- Standard adult size.</li> </ul>	ASTM/ISO standards for surgical stainless steel.
103	Stainless steel dust pan	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Material: AISI 304 stainless steel.</li> <li>- Integrated handle and pan, robust construction for clinical waste.</li> </ul>	-
104	Salter scale adult (Camry)	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Type: Mechanical or digital floor scale.</li> <li>- Capacity: Minimum 150kg, graduation: 0.5kg or better.</li> <li>- Platform: Non-slip surface. "Camry" model or equivalent.</li> </ul>	ISO 13485, ISO 9001. OIML Class III or equivalent for accuracy.
105	Complete delivery kit	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Sterile, single-use kit for normal vaginal delivery.</li> <li><b>Minimum Contents:</b> Sterile drapes, cord clamps, gauze, bulb suction, receiving blanket, antiseptic solution, plastic sheet.</li> <li>- Clearly labeled, expiry date indicated.</li> </ul>	ISO 11135 (Sterilization), CE Marking or FDA 510(k) clearance/equivalent.

106	Minor surgical kit	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Sterile, single-use kit for minor procedures.</li> <li>- <b>Minimum Contents:</b> Sterile drape, scalpel handle (#3 or #4), blade (#10, #11, #15), forceps (tissue, dressing), scissors, needle holder, suture material, gauze swabs, antiseptic wipe.</li> <li>- Clearly labeled, expiry date indicated.</li> </ul>	ISO 11135 (Sterilization), CE Marking or FDA 510(k) clearance/Equivalent.
107	Stainless steel dressing trolley	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Material: AISI 304 stainless steel.</li> <li>- Dimensions: Approx. 75cm H x 60cm L x 40cm W.</li> <li>- Features: Two or three shelves, rim guard, smooth-rolling casters (two with brakes).</li> </ul>	-
108	Protected baby's cot with plexiglass	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Frame: Metal, powder-coated.</li> <li>- Sides: Transparent, unbreakable plexiglass/acrylic panels.</li> <li>- Mattress: Firm, waterproof.</li> <li>- Safety: Locking casters, adjustable height.</li> </ul>	Relevant pediatric furniture safety standards.
109	Electronic Fetoscope/Factoscope	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Type: Handheld Doppler ultrasound for fetal heart rate detection.</li> <li>- Display: Digital heart rate (BPM) display.</li> <li>- Probe: Waterproof.</li> <li>- Power: Rechargeable battery with AC adapter.</li> </ul>	ISO 13485, IEC 60601-1 (Medical Electrical Equipment Safety).
110	Bedside cupboard	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Material: Durable plastic or laminated wood, resistant to moisture and cleaning agents.</li> <li>- Features: Single or double door, one internal shelf, smooth-gliding drawers.</li> </ul>	-
111	Ward screen with movable joints	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Frame: Lightweight metal (e.g., aluminum).</li> <li>- Panels: 3 or 4 panels, fabric or vinyl covering (fire-retardant, washable).</li> <li>- Joints: Hinged for easy folding and movement.</li> </ul>	-
112	Delivery bed	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Adjustable: Backrest, leg supports (lithotomy poles), height.</li> <li>- Frame: Sturdy metal with epoxy/powder coating.</li> <li>- Mattress: Cleanable, waterproof vinyl.</li> <li>- Features: Straps, removable headboard, locking casters.</li> </ul>	ISO 13485, ISO 10535.
113	Cotton	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Type: Sterile absorbent cotton wool</li> </ul>	BP/USP Pharmacopoeia standards

		<p>balls or rolls.</p> <p>- Packaging: Individually wrapped or bulk in sterile container.</p> <p>- Quantity: As per industry standard pack size (e.g., 500g pack).</p>	for sterile cotton.
114	Roll of adhesive plaster	<p><b>Major Specifications:</b></p> <p>- Type: Surgical tape, microporous, hypoallergenic.</p> <p>- Width: Standard 2.5 cm or 5 cm.</p> <p>- Length: Standard roll (e.g., 5m or 10m).</p>	
115	Sterile gauze	<p><b>Major Specifications:</b></p> <p>- Type: Sterile non-woven gauze swabs.</p> <p>- Size: Standard (e.g., 10cm x 10cm, 8 ply).</p> <p>- Packaging: Individually wrapped.</p>	ISO 11193 (Single-use sterile rubber gloves), relevant pharmacopoeia standards.
116	Ambu bags (Manual Resuscitator)	<p><b>Major Specifications:</b></p> <p>- Adult size (approx. 1500ml).</p> <p>- Complete with patient valve, reservoir, oxygen inlet, face mask (size #3, #4, #5).</p> <p>- Material: Silicone or medical-grade PVC, transparent.</p> <p>- Self-refilling, non-jamming valve system.</p>	ISO 10651-5, ISO 13485.
117	Stethoscope	<p><b>Major Specifications:</b></p> <p>- Type: Dual-head (bell and diaphragm), acoustic.</p> <p>- Tubing: Single or double lumen, approx. 70cm.</p> <p>- Chestpiece: Stainless steel or chrome-plated.</p> <p>- Eartips: Soft, sealed.</p>	-
118	Stainless steel otoscope	<p><b>Major Specifications:</b></p> <p>- Type: Diagnostic, pocket or full-size.</p> <p>- Head: Stainless steel specula of various sizes.</p> <p>- Light source: Halogen or LED, bright, non-heating.</p> <p>- Power: Standard batteries.</p>	ISO 13485, IEC 60601-1.
119	Iodine / Surgical spirit	<p><b>Major Specifications:</b></p> <p>- <b>Iodine:</b> Povidone-iodine solution 10% w/v, 1L bottle.</p> <p>- <b>Surgical Spirit:</b> Ethanol 70% v/v with emollient, 1L bottle.</p> <p>- Packaging: Sealed, unbroken, with expiry date.</p>	BP/USP/EP Pharmacopoeia standards.
120	Solar adaptable fridge (INOVA)	<p><b>Major Specifications:</b></p> <p>- Purpose: Vaccine/Pharmaceutical refrigeration.</p> <p>- Capacity: Minimum 20-30 Liters.</p> <p>- Power: 12/24V DC, compatible with solar PV systems. AC/DC adapter included. "INOVA" model or equivalent.</p>	WHO PQS (Performance, Quality and Safety) standards for solar refrigerators, or equivalent.

		<ul style="list-style-type: none"> <li>- Temperature range: +2°C to +8°C with digital thermometer/thermostat.</li> <li>- Battery backup system or ice-pack option for power outages.</li> </ul>	
121	Electric instrument sterilizer and boiler	<p><b>Major Specifications:</b></p> <ul style="list-style-type: none"> <li>- Type: Portable autoclave (steam sterilizer) with boiling function.</li> <li>- Capacity: Minimum 8-10 liters.</li> <li>- Material: Stainless steel chamber.</li> <li>- Safety: Pressure gauge, automatic thermostat, safety valve.</li> <li>- Power: 220-240V, 50Hz.</li> </ul>	ISO 13485, IEC 61010 (Safety requirements for electrical equipment).

**DOCUMENT N°. 06**  
**SCHEDULE OF UNIT PRICES**

The Schedule of unit and all-in prices must be included in the Tender File must in the minimum include the description of supplies and services forming the subject of the tender file.

**THE UNIT PRICE SCHEDULE**

SCHEDULE OF UNIT PRICES FOR THE PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE, DONGA-MANTUNG DIVISION				
S/N	Item Name	Unit	Unit Price IN FIGURE	Total (FCFA)
101	Hospitalization bed with anti bedsores matress (ISO 13485, ISO 10535, or equivalent national medical device standards)	U		
102	Bed pan inox (ASTM/ISO standards for surgical stainless steel)	U		
103	Stainless steel dust pan	U		
104	Salter scale adult camry (ISO 13485, ISO 9001. OIML Class III or equivalent for accuracy)	U		
105	Complete delivery kit (ISO 11135 (Sterilization), CE Marking or FDA 510(k) clearance/equivalent.)	U		
106	Minor surgical kit	U		
107	Stainless steel dressing trolley	U		
108	Protected baby's cot with pexiglass	U		
109	Electronic fetoscope	U		
110	Bedside cupboard	U		
111	Ward screen with movable joints	U		
112	Delivery bed	U		
113	Cotton	U		
114	Roll of adhesive plaster	ROLLS		
115	Sterile gauze	U		
116	Ambu bags (ISO 10651-5, ISO 13485.)	U		
117	Stethoscope	U		
118	Stainless steel otoscope (ISO 13485, IEC 60601-1.)	U		
119	Iodine surgical spirit (BP/USP/EP Pharmacopoeia standards.)	U		
120	Solar adaptable fridges (INOVA) (WHO PQS (Performance, Quality and Safety) standards for solar refrigerators)	U		
121	Electric instrument sterilizer and boiler (ISO 13485, IEC 61010 (Safety requirements for electrical equipment).)	U		

**DOCUMENT N°. 07**  
**BILL OF QUANTITIES**

**BILL OF QUANTITIES AND COST ESTIMATES THE PROVISION OF BASIC MEDICAL EQUIPMENT TO INTEGRATED HEALTH CENTERS IN ZONE I, NKAMBE , DONGA-MANTUNG DIVISION**

S/N	Item Name	Unit	QUANTITY	UNIT PRICE	TOTAL
101	Hospitalization bed with anti bedsore matrass	U	6		
102	Bed pan inox	U	10		
103	Stainless steal dust pan	U	10		
104	Salter scale adut camry	U	5		
105	Complete delivery kit	U	6		
106	Minor surgical kit	U	10		
107	Stainless steal dressing trolley	U	4		
108	Protected baby's cot with pexiglass	U	4		
109	Electronic factoscope	U	4		
110	Bedside cupboard	U	6		
111	Ward screen with movable joints	U	6		
112	Delivery bed	U	1		
113	Cotton	U	20		
114	Roll of adhesive plaster	ROLLS	80 ROLLS		
115	Sterile gauze	U	120		
116	Ambu bags	U	10		
117	Stethoscope	U	5		
118	Stainless steal otoscope	U	5		
119	Iodine surgical spirit	U	80		
120	Solar adaptable fridges (INOVA)	U	2		
121	Electric instrument sterilizer and boiler	U	2		
<b>TOTAL WITHOUT TAXES</b>					
<b>VAT = 19.25%</b>					
<b>AIR = 5.5% or 2.2%</b>					
<b>TOTAL INCLUDING ALL TAXES</b>					
<b>NET PAYABLE</b>					