

République Togolaise

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**Caisse Nationale de Sécurité Sociale- CNSS**

# **REFERENCE HOSPITAL PROJECT: SAINT PEREGRIN**

**Tender Specifications**

**ACQUISITION, INSTALLATION AND  
MAINTENANCE OF ENDOSCOPY,  
MATERNITY/NEONATOLOGY AND  
OPHTHALMOLOGY EQUIPMENT**

**ADMINISTRATIVE SPECIFICATIONS**

**CONSTRUCTION PROJECT OF THE SAINT PEREGRIN REFERENCE HOSPITAL  
ENDOSCOPY, MATERNITY/NEONATOLOGY AND OPHTHALMOLOGY EQUIPMENT**

AO N° 007 / 2019 | CNSS - DG | DPRI | CDGI

08 JUL. 2019

Date : .....

This scope statement takes place during the creation of the new Saint Pérégrin hospital in Lomé, Togo. This hospital will bring healthcare solutions of great quality at an affordable price for the local population. The ambition of this hospital is to become a reference in Togo with occidental standards of quality thanks to the best training of the medical team and the accreditation of the staff and equipment.

In that regard, this specifications document's goal is to present to the different suppliers of biomedical equipment the needs of the hospital and its expectations.

As the opening of the hospital is planned to be during the first trimester of 2020, every supplier who will receive this document will have to submit an offer before the 31<sup>st</sup> of July.

This tender is composed of this document, which assesses the various administrative specifications. It will be attached with the following Technical Specifications documents:

- Technical Specifications for Endoscopy,
- Technical Specifications for Maternity/Neonatology,
- Technical Specifications for Ophthalmology.

Every lot is an *inseparable lot*. Every bidder will be able to apply for all or a part of the lots. Furthermore, each bidder will be able to make more than one offer for each lot.



1. This Tender will be driven by an open procedure and is addressed to any interested bidder. The project owner shall favour offers involving companies coming from Western Africa.

Additional administrative information can be asked through the CNSS at the address below:

[cnss@cnss.tg](mailto:cnss@cnss.tg) or on the CNSS website: [www.cnss.tg](http://www.cnss.tg)

2. Qualification requirements are:

- (i) To have the following administrative documents for the economic operator alone or as a member of a group of economic operators:
  - a. the complete identity of the bidder,
  - b. the non-bankruptcy attestation dating of less than 3 months starting at the deadline to submit an offer,
  - c. the tax clearance dating of less than 3 months starting at the deadline to submit an offer.
- (ii) To have a minimum annual turnover as a manufacturer or supplier of **one billion (1,000,000,000) of CFA Francs**

3. Each bidder will be evaluated according to the technical specifications detailed in the Technical Specifications documents attached to this document. Also consider that, in order to ensure that Saint Pérégrin will be commissioned as soon as possible, the availability of the products and a short delivery time to Togo will be essential. The opening of the Saint Pérégrin Hospital is planned in the first quarter of 2020.

***4. Every supplier having submit an offer will receive an answer, whether it is a positive or negative one. The suppliers whose offer have been selected will be invited to present their solutions in front of the team in charge of the hospital's implementation.***

5. Hereafter is described the planning of this call for tenders:

- July 31<sup>th</sup>, 2019: deadline to answer and submit an offer, meaning each bidder has about 6 weeks to answer;
- September 30<sup>th</sup>, 2019: deadline to analyse, discuss and negotiate the different offers received and selection of the candidate(s);
- 4<sup>th</sup> quarter 2019: ordering of the products;
- 1<sup>st</sup> quarter 2020: delivery and installation of the devices on-site;
- March 31<sup>st</sup>, 2020: opening of the Saint Pérégrin hospital.

6. The address referred to in paragraph 1 above is:

Address: *Caisse Nationale de Sécurité Sociale (CNSS)*

*Direction Générale*

*Secrétariat général*

*Bld Gnassingbé Eyadema*

*1 BP 69 Lomé 1 Lomé - TOGO*

*Phone: (00228) 22 25 96 96 Fax: (228) 22 51 99 26*

*The offers can be physically given to the general secretariat of the CNSS at the 5<sup>th</sup> floor before 5.30p.m the 31<sup>st</sup> of July.*

*The offers can also be sent by e-mail or a transfer link to the CNSS: [cnss@cnss.tg](mailto:cnss@cnss.tg) and in copy to the following addresses: [valerysindjalim@vasconseil.com](mailto:valerysindjalim@vasconseil.com) [philippe.blaquier@presidence.gouv.tg](mailto:philippe.blaquier@presidence.gouv.tg) and [jpkangni@yahoo.fr](mailto:jpkangni@yahoo.fr)*

7. The offered prices shall be either in Euro or in American Dollar and in CFA Francs (XOF). The payment is to be made in CFA Francs by bank transfer, within 60 days after receiving the invoice.

8. The project owner keeps the option to negotiate with the candidates. This negotiation can concern all the elements of the offer, including the price.

9. Every offer can have a classic form detailing the acquisition price and maintenance price. However, it can also have a variant form of a rental and maintenance contract type.

10. A project presentation will not be organised for the tenderers.

11. In order to ensure the regularity of the tender, on-site visits of any supplier will be forbidden before the deadline to participate to the tender.

12. *The contractor is committed to begin its missions as soon as he is notified of the tender results.*

13. The project owner retains the right to terminate the processing of this tender. He retains also the right to adapt the delivery and installation planning to consider the other aspects of the program.

The technical specifications of this tender are detailed in the attached Technical Specifications documents.

## Obligations of the supplier

### 1.1. Obligations

In addition to what have been said previously, the supplier will be held by the following obligations.

#### *1.1.1. Confidentiality*

The staff of the supplier participating in the execution of the services are held to professional secrecy, mostly toward the data and documents accessed during the realisation of the services. Every support of confidential data given to the supplier must be given back at the end of the contract. The supplier cannot give any document to potential contract worker without prior notice. If the supplier gives, with an authorisation, confidential documents to contract workers, they are held by the same obligations. Furthermore, the supplier and the Purchaser (the CNSS) agreed to not give away any confidential information they could get from each other during the contract.

#### *1.1.2. Responsibilities*

It is expressly agreed that the service provider is submitted to an obligation of results in the execution of the contract and that he will not be able to dismiss his responsibilities toward the Purchaser until he proved that potential damage results only from a fault of the Purchaser or from a force majeure.

#### *1.1.3. Delays*

Contractual delays of delivery and maintenance are committing the supplier so that he will endorse all the responsibility if any prejudice happened to the Purchaser which could result in direct or indirect immaterial damage if those delays where not respected.

#### *1.1.4. Insurances*

The different products will have to be insured by the supplier during the shipping and delivery on-site process.

He will also have a liability insurance covering any damage that could be caused on the goods or people during the installation of the devices or during its normal use.

#### *1.1.5. Obligations of collaboration*

Both the Purchaser and the supplier will agree to collaborate closely during their contractual relation, to optimise the whole implementation of the different parts of the contract.

The supplier is committed to communicate the difficulties he may find, all along the project, in order to consider them rapidly enabling the success of the whole project.

Everyone mutually commit to communicate all information, events and/or documents which could be useful to the success of the contract.

#### *1.1.6. Obligations of counselling*

The supplier is held to an obligation of reinforced counselling. For this reason, it must give spontaneously to the Purchaser all the necessary advises, warnings, recommendations and alerts. Mostly in terms of formation, technical and functional recommendations, technological choice, state of the art and evolutions.

For this reason, the supplier will signal to the Purchaser all the elements which could, by their nature, compromise the good execution of the contract.

All the advises given by the supplier for the good execution of the contract must be written in a report given to the Purchaser.

#### *1.1.7. Obligation of information*

The supplier commits to declare within five (5) days to the Purchaser every changes or modifications of the juridical or financial structure of the supplier's company.

## 1.2. Applicable laws - Litigation

### 1.2.1. Applicable laws

The Purchaser and the supplier are submitting the sale and everything around it to the United Nations Convention on contracts for the International sale of goods (Vienna, 1980).

However, the contract signed will prevail on the convention every time it is planned in it.

If any case were not treated in the contract or the Vienna convention, it will be judged by the OHADA right.

### 1.2.2. Litigation

In any case of litigation resulting from the contract, the Purchaser and the supplier agree to solve the litigation by applying the Mediation Rules of the International Chamber of Commerce (ICC). If the litigation could not be solved with those rules within 45 days following the mediation demand, the Purchaser and the supplier agree to solve the litigation by application of the Arbitrary Rules of the ICC. One or more judges will be named, in conformity with those rules.

Le Directeur Général



Ingrid AWADE