

REPUBLIC OF CAMEROON
PRESIDENCY OF THE REPUBLIC
SECRETARIAT GENERAL
PUBLIC CONTRACTS REGULATORY AGENCY



**GENERAL ADMINISTRATIVE
CONDITIONS APPLICABLE ON
PUBLIC WORKS, SUPPLIES,
SERVICES AND INTELLECTUAL
SERVICES CONTRACTS**

ANNEX 1

**GENERAL ADMINISTRATIVE CONDITIONS
APPLICABLE ON PUBLIC WORKS CONTRACTS**

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CHAPTER I

GENERAL PROVISIONS

Article 1: Scope of application

The execution and control of public contracts relating to civil engineering including roads, structures, urban road networks, buildings and other public infrastructure concluded on behalf of the State, a local authority, a public or semi-public establishment shall be governed by the provisions of these General Administrative Conditions (GAC) applicable on public works contracts.

Article 2: Definitions

1 For the application of these conditions, the following definitions shall be admitted:

- a) ***Contracting Authority:*** the head of a ministry or those ranking as such, the head of the executive of a regional or local authority, the Director General and Director of a public establishment and of a semi-public and public undertaking, representing the beneficiary of the services provided for in the contract;
- b) ***Delegated Contracting Authority:*** person acting as representative of the Contracting Authority and performing some of the duties of the latter. They include Provincial Governors, Senior Divisional Officers, Heads of Cameroon's Diplomatic missions, empowered to conclude and sign contracts financed by credits delegated by a Contracting Authority and where applicable, the manager of a project benefiting from external funding;
- c) ***Contract Manager:*** the natural person accredited by the Contracting Authority or Delegated Contracting Authority for general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the contract. Responsible for the general management of the execution of the services, he decides on all the technical and financial provisions and represents the Contracting Authority or the Delegated Contracting Authority in the organs competent to settle disputes;
- d) ***Contract Engineer:*** the natural or corporate person governed by public law and accredited by the Contracting Authority or Delegated Contracting Authority for the follow-up of the execution of the contract. Responsible for the technical and financial follow-up, he assesses, decides and gives instructions having no financial incidence. He shall report to the Contract Manager;

- e) **Project Manager:** the natural or corporate person governed by public or private law appointed by the Contracting Authority or the Delegated Contracting Authority to ensure the defence of the latter's interests at the definition, preparation, execution and acceptance stages of the services forming the subject of the contract;
- f) **Administration's contracting partner (contractor):** any natural or corporate person party to the contract, responsible for the execution of the services provided for in the contract as well as his representative(s), personnel, successor(s) and/or duly designated representative(s);
- g) **Entrepreneur:** designates the contractor;
- h) **Structure:** any construction, installation, building, assembly or generally any material created or transformed for the execution of the works.

2 In these Conditions, the term Contracting Authority shall equally apply to Delegated Contracting Authority.

3 **The Special Administrative Conditions** shall lay down the duties of the Contract Manager, the Contract Engineer and Project Manager.

Article 3: Standards

The applicable standards shall be those of the Republic of Cameroon or failing that, those equivalent or superior to the standard stated in the Special Technical Conditions after approval by the competent authority.

Article 4: Constituent documents of the contract

The following shall, in order of priority, be the constituent documents of the contract:

- a. Letter of tender or letter of commitment duly signed by the entrepreneur;
- b. The tender by the entrepreneur and its attachments in all its provisions not contrary to the Special General Administrative Conditions and Special Technical Conditions referred to hereunder;
- c. The Special Administrative Conditions (SAC);
- d. The Special Technical Conditions (STC);
- e. The elements peculiar to the determination of the price of the contract in order of priority such as: the schedule of unit prices, the statement of fixed prices, the detailed estimates and where need be, the breakdown of unit prices and sub-detail of prices;
- f. The execution draft especially the plans and schedule;
- g. The General Administrative Conditions applicable to public works contracts;

- h. The General Technical Conditions applicable to the services forming the subject of the contract.

In case of ambiguity, differences or contradictions among the constituent documents of the contract, they shall be interpreted in order of the above precedence.

Article 5: Contractor's representative

1. Within fifteen (15) days of the notification of the of the Administrative Order to commence work, the entrepreneur must obligatorily designate someone who shall be responsible for the work site, clerk of works, who shall have power of representation and decision to run the site, effect the necessary supplies and commit the enterprise.

This designation must be done by mail to the Contract Manager with a copy to the Project Manager, signed by the entrepreneur and including a specimen of the signature of the designated official. The non-objection of the Contract Manager after eight (8) days shall mean approval of this designation.

2. In default of such designation, the entrepreneur, if he is a natural person or his legal representative or if it is a corporate person, shall be responsible for the conduct of the works.

Article 6: Contractor's domicile

1. The contractor shall be bound to elect domicile near the works and to make known the address of this domicile to the Contract Manager. Failure by him to satisfy this obligation within fifteen (15) days from the date of notification of the contract, all the notifications relating to the contract shall be valid where they are done in lieu and at any other address in the territory of Cameroon fixed in the Special Administrative Conditions.

2. After provisional acceptance of the services, the contractor shall be released of the obligation referred to in paragraph 1 above. In this case, any notification shall be validly addressed to him at the domicile or at the head office mentioned in the tender.

Article 7: Modification of the functioning of the enterprise

The entrepreneur shall be bound to immediately notify the Contract Manager of modifications occurring during the execution of the contract relating to:

- persons having the power to commit the enterprise;
- the form of the enterprise;
- the enterprise's name or denomination;
- the head office address of the enterprise;

- the share capital of the enterprise,

and generally all important modifications concerning the functioning of the enterprise.

Article 8: Administrative Order

1. Any notification of the contractor shall be done by Administrative Order signed by the Contract Manager. However, Administrative Orders having an incidence on the objective, cost and time-limit of the works may only be signed by or after the written approval of the Contracting Authority.

2. Administrative Orders shall be written, dated and numbered. They shall be notified within seven (7) days by the Project Manager, except otherwise stipulated in the Special Administrative Conditions.

Two copies shall be addressed to the contractor who shall immediately return a signed copy to the Project Manager mentioning the date on which he received it.

3. Where the contractor considers that the prescriptions of the Administrative Order raise some reservations on his part, he must, under pain of foreclosure, present them in writing to the Contract Engineer and copied to the Project Manager within fifteen days, counted as specified in article 38.

Except for the case proposed by article 62 (4) and (5) and 63 (2) and (3), the contractor shall strictly conform to the Administrative Orders which are notified to him, whether he had any reservations or not.

4. Administrative Orders relating to sub-contracted works shall be addressed to the entrepreneur who alone has the power to present any reservations.

5. In case of joint contracting, the Administrative Orders shall be addressed to the representative who alone has the power to present reservations.

Article 9: Contracts with conditional phases

1. The contract may include conditional phases whose execution shall be subject for each of them, to the notification of the contractor by Administrative Order of the decision by the Contracting Authority to execute the said phases.

If this Administrative Order had not been notified to the contractor within the time-limit set by the contract, the Contracting Authority and contractor shall at the end of this time-limit be released of this obligation for this conditional phase, without prejudice to the application of the provisions of paragraphs 2 and 3 below.

2. Where the time-limit set by the General Administrative Conditions for the notification of the Administrative Order to execute one conditional phase is defined

in relation to the origin of the execution time-limit of another phase, it is, in case of prolongation of the said execution time-limit or delay caused by the contractor established in this execution, extended for a duration equal to this prolongation or delay.

3. Where the General Administrative Conditions provide, for a conditional phase, a waiting compensation and defined in relation to the origin of the execution time-limit of another phase, the extension of the said execution time-limit or delay caused by the contractor established in this execution, shall lead to the postponement of the right to compensation equal to the prolongation or delay.

Article 10: Communication

All communication between the contractor and the Contracting Authority, Contract Manager, Contract Engineer, Project Manager relating to the execution of the contract shall exclusively be in writing.

They shall be sent by mail, telegrams, telex, fax, e-mails submitted against acknowledgement of receipt at the appropriate addresses indicated by the parties to this effect.

Article 11: Convening the contractor

The contractor or his representative shall report to the offices of the Project Manager or Contract Engineer or to the work sites whenever he is required to. If there is need, he shall be accompanied by his sub-contractors.

In case of associated enterprises, the obligation defined in the preceding paragraph shall apply to the representative and to each of the other joint contractors.

Article 12: Security and preservation of State secret

Penal provisions relating to State security shall be applicable to contractors as well as their sub-contractors with regard to both the written plans or secret documents which are handed to them by the Contract Manager or Project Manager in view of the execution of their contracts and the confidential information which may reach them on this occasion.

The Special Conditions of the contract may provide special provisions relating to the preservation of the secret.

Article 13: Industrial and/or intellectual property rights

1. During the execution of the contract, the contractor shall act in lieu of the Contracting Authority with regard to claims of third parties concerning issues of industrial and/or intellectual property. It is for this reason that he shall be committed without reservation to guarantee the Contracting Authority

against all claims, seizures, prosecution or other judicial or extra-judicial actions which may be taken by these third parties for whatever reason because of the counterfeiting of a system, organs, studies, procedures or patented parts. The Contracting Authority shall not have to intervene in this regard.

2. If there is need, the contractor shall agree with the owners of patent rights whose procedures he shall apply; he shall pay the necessary royalties.
3. In an exceptional case, the Contracting Authority reserves the right to repair or have repaired, process or have processed by whomsoever it pleases him, at his risk and peril, patented equipment delivered to him and to procure as he wishes the parts necessary for this repair or processing.

Article 14: Protection of manpower and legal obligations

1. The contractor shall be subject to the legal and statutory obligations relating to the protection of manpower and applicable social insurance laws. The terms for implementing the related provisions shall be fixed, where need be, by Special Administrative Conditions.

In case of violation, the Contract Manager may apply the coercive measures provided for in article 77 below.

In the case where the contractor is authorised to sub-contract part of the services, he must impose the same obligations on his sub-contractors.

2. Before any payment is done, the competent administration may require of the contractor, within the time-limits for payments set in the Special Administrative Conditions, justification that he is in order with regard to the application of social insurance laws concerning workers involved in the execution of the contract.

Article 15: Contractor's equipment and personnel

1. The contractor shall permanently and at his cost take all the measures to prevent any illegal, seditious or reprehensible action on the part of the employees.

2. The contractor shall employ only experienced and competent senior staff as well as qualified support staff necessary for the execution of the services. The Contract Manager and Project Manager reserve the right to take all the measures necessary for the hygiene, safety and proper execution of the contract.

3. The contractor shall use the appropriate equipment for the proper execution of the services according to the standards and in accordance with the provisions of the Special Administrative Conditions.

Article 16: Protection of the environment

The contractor shall be bound to take all measures during the execution of services to ensure that no action shall cause any short- or long-term damage to the environment.

To this effect, he must conform with the applicable instruments relating to the protection of the environment.

CHAPTER II

PRICES, ESTABLISHING DETAILED ACCOUNTS AND PAYMENTS ON ACCOUNT AND ADVANCES

Article 17: Break-down and sub-detail of prices

1. Prices shall be detailed by means of a break-down of all-in prices and sub-details of unit prices.
2. The break-down of an all-in price shall be represented in the form of a detailed estimate including, for each type of structure or element of the structure, the quantity to be executed and the corresponding unit prices and indicating what are, for the unit prices in question, the percentages mentioned in article 17(3b) and (c) hereafter.
3. The sub-detail of a unit price gives the content of the price by indicating:
 - a) the layout or direct costs broken down as expenditure on salaries and allowances for personnel, expenditure on remuneration, on building materials and consumable materials, on equipment and all other applicable or necessary expenditures for the execution of the works;
 - b) overheads, on the one hand, taxes and other dues except the VAT on the other hand, expressed in percentages of the layouts defined in subparagraph (a) above;
 - c) the margin for risks and profits expressed as a percentage of the total of the preceding items.
4. If the break-down of an all-in price or the sub-detail of a unit price does not feature among the contractual documents and if the production is not provided for in the Special Administrative Conditions within a certain time-limit, the Administrative Order may order this production and in this case, the time-limit granted the contractor shall not be less than twenty (20) days.

5. The non-production of the break-down of an all-in price or sub-detail of a unit price, where this document is to be produced within a set time-limit, shall be an obstacle to the implementation of the procedure of settlement of first payment on account which follows the date of requirement of the said document.

Article 18: Nature of financial offer, knowledge of places and general conditions of works

1. The prices offered by the bidder and on the basis of which the contract is awarded shall be deemed to have been established on the basis of the economic and regulatory conditions of the month preceding the submission of offers.

2. The contractor shall be considered as having ensured that his offer and the prices included therein cover all the contractual obligations and all the costs necessary for the proper execution and maintenance of the structures during their exploitation and where need be, during their guarantee period as provided for in article 70 below.

He is supposed to have visited and examined, prior to his offer, the location and surroundings of the works and availed himself of the following characteristics:

- the location and nature of the works to be executed;
- the scope and quality of the materials to be used, the ways and means of access to the worksite, the necessary installations;
- The physical conditions peculiar to the location of the works;
- The nature of the soil, in quantity and quality of the building materials;
- The meteorological and climatic conditions, level of streams, rivers and possibilities of flooding;
- Local conditions, especially conditions for the supply and stocking of building materials;
- Means of communication, transportation and possibilities of supply of water, electricity and fuel;
- Availability of labour;
- Constraints resulting from the applicable social welfare and the tax and customs regulations.

Article 19: Consistency of prices

1. A contract may either include all-in prices or unit prices or both all-in and unit prices. In any case, prices shall be considered to cover all the costs resulting from the execution of the works and the contractor's obligations, including the overheads, taxes and dues, technical and economic risks and hazards, financial costs and profits. Except for expenditures which the Special Administrative Conditions expressly exclude from consideration in the prices, these prices shall be considered to have taken account of all expenditures for the execution of the works normally provided in the weather conditions and place of execution, whether these expenditures result from natural phenomena, from the use of Public Domain and the functioning of public services, the presence of all types of pipes, conduits and cables, as well as the sites necessary for the displacement or transformation of these installations, the simultaneous realisation of other structures or any cause which does not fulfil the conditions necessary to benefit from force majeure.

2. Except otherwise stipulated in the Special Administrative Conditions, prices shall be considered to have been established by taking into account that no service is to be furnished by the Contracting Authority, except making available the land on which the structures will be implanted.

3. In case of sub-contracting or a contract entered into with a group of enterprises, the prices relating to each lot shall be considered to include the expenditures and margins of the contractors for the execution of these lots and the costs which they may be called to reimburse to the main enterprise or representative. The latter's prices shall be considered to cover costs for coordination and control of its sub-contractors or joint contractors as well as the consequences of their possible default.

Article 20: Price variation

1. Contracts may include a price revision clause if their execution period is above twelve months.

2. The price revision clause shall obligatorily include a mathematical price variation formula.

3. Where the contract includes a price revision clause, the revision of the initial price must be done as much as possible final, successively on the amount of each payment on account and at the end of the contract, on the balance of the payment.

4. The final value of the parameters used for the revision must be evaluated, within the contractual deadlines, at not later than the real date of realisation of the operations giving rise to these payments.

5. The price revision clause can play to the advantage of the contractor only during the time-limit provided in the contract.

6. If after the deadline given to the contractors to submit their bids and before expiry of the time-limit set for the completion of the works, the prices of the works undergo a variation such that the total expenditure of the works still to be executed at a given time is, by the play of formulae, modified by more than one quarter in relation to the evaluated expenditure with the prices resulting from the same formulae at the time of the submission of the bids:

a. discussions may take place and a new price established;

b. or the Contracting Authority may automatically terminate the contract and the contractor, at his written request, has the right to ask for its termination. The contract shall be paid at the level it reached at the time of its termination.

If the termination is requested by the contractor, the works executed between the date of the request and the date on which the termination is notified to him will be paid to him at the price of the revised contract in accordance with the price revision formula, on condition that the difference between the two dates does not exceed two months.

If the difference between the two dates is above two months, the prices applicable beyond the second month shall be discussed between the contractor, the Contract Manager and the Project Manager within the limits of the prices corresponding to the real expenditures, with a surcharge of 5 % for profits.

Where the termination is pronounced in one of the cases referred to above, the contractor shall be entitled to compensation for his expenditure not completely amortized relating to:

a. provisional structures whose ordering was accepted by the Contract Manager;

b. the acquisition of material constructed especially for the execution of the works of the enterprise and not likely to be re-used in a routine manner on public works sites.

For the calculation of the compensation, the expenditures that have not been completely amortized shall be evaluated in proportion to the advancement of the works in view of which the contractor would have executed the provisional structures or acquired the equipment.

7. The price shall be updateable when it may be modified from its date of expiry:

a. of a period of six(6) months after opening of the bids and that of the contractual commencement of works;

b. of the contractual time-limit where the extension of the execution time-limit is not attributable to the contractor,

and in the case of conditional phases contracts whose duration is above twelve (12) months according to the methods defined in the Special Administrative Conditions.

Article 21: Price revision and updating formulae

1. The Special Administrative Conditions, where need be, shall specify the price revision formula in a general manner:

$$P = P_0 \left(a + b \frac{L}{L_0} + c \frac{M}{M_0} + d \frac{Mat}{Mat_0} + \dots \right)$$

where:

P_0 represents the initial price;

P represents the revised price;

$A, b, c, d,$ etc are coefficients whose sum is equal to one (1) and which represent the proportion in which each of the elements (labour (L), equipment (M) building materials (Mat) and a fixed part (a) enter into the determination of the total price.;

The coefficient "a" represents the portion of the price supposed to be invariable and which is at least equal to point one five (0.15);

The coefficients $b, c, d,$ etc represent the respective quotas of labour, equipment and building materials, taking into account the overheads, which are attached to them and secondary elements which depend on the nature of the services considered.

For the labour parameter, the rates to be used are those of officially published indices or failing that, those of specialized publications with any guarantee.

2. The methods for updating prices are specified in the Special Administrative Conditions.

Article 22: Work under State supervision

Where it is required by the Contract Manager, the contractor must put at the disposal of the former, personnel, supplies and equipment which are requested of him for the execution of ancillary work to those provided by the contract and execute these ancillary work under State supervision where the total value does

not exceed two per cent (2 %) of the initial amount of the contracts and additional clauses. Works so executed under State supervision shall be paid on the basis of unit price of supervision provided for in the contract or failing that, salaries, bonuses, social benefits, sums spent for supplies, equipment, with a surcharge fixed by the Special Administrative Conditions to cover overheads, taxes, dues and profits.

Within the limit set above, the contractor shall not be entitled to any compensation or extension of deadlines.

Article 23: Evaluation of Works

1. All-in contracts shall be paid under the conditions provided for in the Special Administrative Conditions and on the basis of the plans provided when the tenders were called. Possible differences noticed, for each type of structure or each element of the structure, between the quantities really executed and the quantities eventually indicated in the detailed break-down of the detailed estimates, may not lead to a modification of the said price. This applies equally to errors that this break-down may include.

2. In the case of a contract with a unit price schedule, the determination of the sum due is obtained by multiplying the corresponding unit prices by quantities of the works executed and entered on the job cost sheet or by the number of elements of structures executed.

Article 24: Evaluation of supplies

1. If need be, each payment on account shall include a part corresponding to the supplies constituted in view of the works, on condition that the SAC provides for the conditions for their payment.. The amount for the supplies is obtained by applying to the quantities to be taken into account the prices of the price schedule inserted in the contract, or from the sub-detail of prices relating to building materials, products or components of the construction to be done. Supplies having been the subject of payments on account cannot be taken away from the site without the written authorisation of the Contract Manager.

2. Supplies that have been the subject of payments on account and have not yet been installed must be the subject of a specific insurance, covering stocking against all damages, theft, etc.

The insurance certificate should be produced with the draft monthly detailed account. Moreover it should be envisaged to make payments for stocked building materials only to a value of eighty per cent (80%) of the amount of the supplier's certified bill for these materials, if this specification features in the SAC.

Article 25: Joint assessments and reports

1. Joint assessments concerning executed services or the circumstances of their execution are done in accordance with the periodicity set by the SAC. Even in case of silence on the part of the contractor regarding the request for reports giving entitlement to payment on account, the Project Manager shall be bound to respect the set deadlines. If it concerns work paid for by unit prices, the reports shall be on the elements necessary for the calculation of the quantities to be taken into account and on the characteristic elements necessary for the determination of the unit price to be applied.
2. Joint assessments cannot be on the evaluation of responsibility.
3. The assessments shall give rise to a report or job cost sheet jointly drawn on the spot by the Project Manager and the contractor.
4. If the contractor refuses to sign this report or signs it with reservations, he must, within the fifteen (15) days that follow, specify in writing his observations or reservations in the site logbook.

These observations or reservations may be the subject of a claims statement which will be presented during the establishment of the General Detailed Account according to the provisions of articles 34 and 35 below.

If the duly convened contractor is not present or represented during the assessments, he shall be considered as having accepted without reservations the established report.

5. The contractor shall be bound to request in due time that there be joint assessments of the services which may not be subject of future assessments, especially where the structures are eventually hidden or inaccessible. Failing that and except with proof to the contrary provided by him at his expense, he shall have no basis to contest the decision of the Project Manager relating to these services.

Article 26: Provisional detailed accounts

1. Except otherwise stated in the SAC, the contractor shall be bound to submit to the Project Manager before the sixth day of each month, a draft detailed account, accompanied by the justificatory calculations and job cost sheet establishing the total amount spent at the end of the period under consideration, sums to which he may be entitled.
2. The provisional detailed account shall, where necessary, include the following parts calculated simultaneously from the start of the works:

- a. works evaluated on unit and/or all-in price;

- b. work done under State supervision;
- c. supplies;
- d. advances;
- e. price revision;
- f. indemnities, penalties, deductions, reimbursement and bonuses;
- g. interests on overdue payments.

3. Elements in these detailed accounts are not final and do not bind the contracting parties.

Article 27: Payments on account

1. The amount of the payment on account to be paid to the contractor shall be determined from the corresponding provisional detailed account established simultaneously, from which is deducted the amount of the balance due.

Payments on account are not considered to be final settlement. The contractor is debited with such payments until the final settlement of the contract.

2. Payments on account shall be done in accordance with the SAC and according to the situation of work executed.

They take place:

- a. for contracts based on price schedule, at the end of each month, according to the situation of executed works, safe deduction of a tenth for guarantee;
- b. for all-in price contracts, according to the conditions laid down in the SAC.

Works executed by a contractor or his sub-contractor and entered into the job cost sheet give entitlement to payment on account.

The amount of each payment on account must not exceed the value of the corresponding goods or services. This value is calculated according to the terms of the contract. Deduction should be made of that part of the advances granted by the contract which must be retained pursuant to the provisions of article 28 below.

In the case of payments on account made in respect of the technical stages of execution, the SAC may fix the fixed amount of the payment on account in terms of a percentage of the initial value of the contract, subject to the application of the provisions of this article concerning the justification of services giving entitlement to payments on account and the reimbursement of advances.

Payments on account may be spread out during the term of the contract according to periodic instalments or depending on the technical stages of execution defined in the SAC.

The service provided giving entitlement to payment on account is established through the job cost sheet jointly established by the Project Manager and the contractor not later than eight (8) days after reception of the request, except otherwise stipulated in the SAC.

Article 28: Advances

1. The contractor, upon simple request addressed to the Contracting Authority without justification, and after providing the guarantees required by the Public Contracts Code, obtain a so-called "start-off advance" or "advance for the purchase of building materials".

2. This advance whose amount may not exceed twenty (20) per cent of the initial price of the contract all taxes inclusive, shall be guaranteed at one hundred percent (100%) by a banking establishment governed by Cameroon law or a first-rate approved financial institution in accordance with the instruments in force and reimbursed by deductions on the payments on account to be paid to the contractor during the execution of the contract, according to the conditions laid down in the SAC.

3. The total advance must be completely reimbursed not later than when the value of the basic price of the goods and services rendered shall have reached eighty percent (80%) of the price of the contract.

4. As the advance is reimbursed, the Contracting Authority shall issue a release of corresponding part of the guarantee upon express request from the contractor.

5. The granting of advances must be expressly stipulated in the tender file and the Contracting Authority must indicate if he is committed or not to pay advances and if yes on what grounds.

Article 29: Guarantees

1. Where a contract includes a guarantee period as provided in article 70 below, a performance bond of not more than one tenth of the amount of the works executed shall be carried on each payment on account, subject to the provisions of the SAC.

2. The contractor may replace the performance bond with a guarantee of corresponding amount which must be furnished prior to each payment on account.

3. The performance bond shall cease increasing when the total bond or guarantee referred to in article 29(2) shall have attained the ceiling set by the SAC.

4. The contractor's performance bond is paid to the contractor or the guarantee released within thirty (30) days from the date of expiration of the guarantee period and the accomplishment of the obligations mentioned in article 71 below. At the expiry of this period, the Contracting Authority shall be bound to return the security or release the guarantee upon the simple request of the contractor.

5. The final bond provided in article 41(1) shall be released within thirty (30) days after the provisional acceptance of the works.

6. Any delay attributable to the Contract Manager in the issuance of the documents necessary for the return of the performance bond or the release of the guarantees shall cause the application of the provisions of article 74 below.

Article 30: Payment deadlines

1. Payments on account must be done according to the frequency fixed in the SAC, which frequency must not exceed three (3) months.

2. Payments on account must take place within thirty (30) days from the date of transmission to the accounting officer of approved detailed accounts, according to sub-paragraphs (3) and (4) below and including the established job cost sheet according to article 27(2) above.

3. Subject to the provisions of the SAC, the Project Manager has seven (7) days to forward to the Contract Manager the detailed account he has approved, accompanied by jointly established job cost sheets.

4. Subject to the provisions of the SAC, the Contract Manager has twenty-one (21) days to sign the detailed accounts and forward them to the accounting officer in charge for payment.

Article 31: Interests on overdue payments

Where the failure to make the payments within the deadlines set by the SAC is attributable to the Contracting Authority and the accounting officer, the contractor shall automatically earn interest on overdue payments calculated from the date of expiry of the said deadline up to the date of issuance of the payment voucher by the accounting officer.

Article 32: Penalties for delays

1. In case of overrun of the contractual deadlines set by the contract, contractor shall be liable to penalties, after prior warning, at the amount fixed by the SAC.

2. Except by waivers provided for in the contract, the amount of penalties for time-limit overrun shall be set as follows:

- a) One two thousandth (1/2000th) of the initial contract price, all taxes inclusive, per calendar day overrun from the first to the thirtieth day beyond the contractual time-limit set by the contract;
- b) One thousandth (1/1000th) of the initial contract price, all taxes inclusive, per calendar day overrun beyond the thirtieth day.

3. The Contracting Authority or Delegated Contracting Authority shall pronounce the deferment of penalties for contractual time-limit overrun only after the favourable opinion of the structure in charge of the regulation of public contracts.

A copy of the decision waiving the penalties accompanied by the favourable opinion referred to above shall be transmitted to the organ in charge of the regulation of public contracts for information purposes.

4. In any case, the total amount of the waived penalties shall be limited to ten per cent (10%) of the amount of the initial contract, inclusive of all taxes, with the additional clauses, if need be, under pain of termination.
5. No provision is made for any bonus in case of advance in the contractual time-limit.

Article 33: Payment in case of a group of enterprises or sub-contracting

1. Where the SAC provide for direct payment of co-contractors or sub-contractors, the detailed accounts shall be broken down according to the parts to be paid separately.

The representative shall be the only one empowered to present draft detailed accounts and accept the final detailed account. Only claims formulated or forwarded by him shall be admissible.

2. Payments to co-contractors or sub-contractors who are to be paid directly shall be done into separate accounts of each of them, subject to the representative or contractor giving his approval of the sums to be paid in this manner.

Article 34: Final Detailed Account

1. After completion of the works, the contractor shall draw up the draft final detailed account establishing the total amounts of the sums to which he may be entitled as a result of the full execution of the contract. This draft includes the same parts as the monthly detailed accounts, such as defined in article 26(2) above and including the justificatory documents and calculations.

2. The draft detailed account referred to above is submitted to the Project Manager within a time-limit of one (1) month from the date of the provisional

acceptance of the works, as defined in article 67 below. In case of delay in the submission of this draft final detailed account, the contractor shall bear a penalty per calendar day of one ten thousandth (1/10,000th) of the amount of this detailed account. However, this penalty shall be applied after a warning reminding the contractor of his obligations and giving him a last deadline.

3. The contractor shall be bound by the indications featuring in the draft final detailed account, except on the final amount of the interests on overdue payments, if need be.

4. The draft final detailed account shall be rectified by the Project Manager and accepted by the Contract Manager and then becomes the final detailed account. This account must be notified to the contractor within one (1) month from the date of submission of the draft final detailed account to the Project Manager.

5. The contractor must, within one (1) month following the date of this notification, send back the final detailed account with his signature, with or without reservations, or make known the reasons for which he refuses to sign it.

6. In the case where the contractor signs with reservations or does not sign the final detailed account, the reasons for this refusal or these reservations must be given by the contractor in a report of all the claims for which is asking for payment, including the necessary justifications and forwarded to the Project Manager within the same time-limit as above, under pain of foreclosure.

7. The settlement of differences then takes place according to the conditions indicated in article 79 below. In case of the existence of an unknown index during the establishment of the final detailed account or acceptance of a claim from the contractor, a regularisation addendum shall be made to the final detailed account.

Article 35: Final Detailed General Payment

1. Within a deadline of one (01) month following the date on which the final acceptance was pronounced, the Contract Manager or if need be, the Project Manager, shall establish the final general payment which includes:
 - the final detailed account defined in article 34 above and the possible riders;
 - possibly the liberation of the balance of the performance bond;
 - possibly the valorisation of the exceptional works ordered by the Contract Manager during the guarantee period but not covered by the said guarantee. These works shall be paid according to article 22 above;

- the summary of the monthly payments on account and the balance.

The amount of the general payment is equal to the result of this last summary.

2. The general detailed account signed by the Contracting Authority must be notified to the contractor by Administrative Order.
3. The contractor then has one (01) month from the date of this notification to return this general detailed account, with or without reservations, to make known the reasons for the refusal to sign the general detailed account.
4. If the final detailed account is signed without reservation, this acceptance definitively binds the two parties, except in the case of interests on overdue payments, if there are any. This detailed account thus becomes the final general detailed account of the contract.
5. If the contractor does not return the general payment within the deadline referred to above, this general detailed account shall be considered as having been accepted by him and thus becomes final.
6. The detailed account shall become final only once it is signed without reservations by the contractor, except in the case provided for in the preceding paragraph. The acceptance of a claim from the contractor shall be regularised by a rider to the general detailed account.

Article 36: Tax and customs regulations

Public contracts shall be liable to the tax and customs regulations applicable in Cameroon, subject to the provisions of international agreements.

CHAPTER III

EXECUTION OF WORKS

Article 37: Stamp duty and registration of contracts

As soon as the Contracting Authority notifies the contract, the contractor shall be bound to register it in seven (7) original copies, except otherwise stipulated in the SAC, within the time-limit and under the conditions set by the General Tax Code.

Article 38: Setting and count-down of execution time-limit

1. The execution time-limit of the services set in the contract shall apply to the completion of all the services provided incumbent on the contractor, including,

except otherwise stipulated in the SAC, the folding up of installations and restoring the site and lands.

Except otherwise stated in the SAC, the execution time-limit of the services shall run from the date of notification of the Administrative Order to start execution. It shall end upon provisional acceptance of the works, subject to the provisions of article 67 below.

2. Where the time-limit is set in days, it shall mean calendar days. Where it is set in months, it shall be counted as running from this date to this date.

3. Where the last day of the time-limit falls on a Saturday, a Sunday or public holiday, the time-limit shall be extended to the end of the next working day that follows.

4. This time-limit shall be calculated for work done during the day and normal working hours. The contractor may not execute or continue work out of these days and hours without the prior approval of the Contract Manager.

5. This time-limit shall include work interruption during the rainy season, the period of installation of the enterprise and the time necessary for studies as well as the time-limit set aside by the Contract Manager and Project Manager to approve the execution schedule. The completion of all the works shall be ascertained by provisional acceptance.

Article 39: Extension of time-limits

1. If following supplementary work or any circumstance, the enterprise deems it is reasonably founded to request an extension of time-limit, the duration of the extension set by the Contracting Authority shall be the subject of an additional clause.

2. An extension of the execution time-limit may be requested by the contractor in case of modification of the scope of the works and interruption of the services initiated by the Contracting Authority, delay in the Contracting Authority's obligations to put at the disposal of the contractor lands, postponement of the start of services or any other circumstance attributable to the Contracting Authority.

The contractor must formulate his request in writing by including a complete and detailed justificatory statement, within thirty (30) calendar days from the date of start of services or the occurrence of the said circumstances and in any case not later than twenty-one (21) days before the contractual end of the works.

3. Extensions of the execution time-limits shall obligatorily be notified in writing according to the provisions of article 8 (1) and (2) above.

Article 40: Roles and responsibilities of the contractor

1. The contractor shall have as mission to ensure the execution of works under the supervision of the Project Manager and in accordance with the applicable rules and standards, especially effecting calculations, trials and analyses, determine, select, purchase any equipment, all building materials and all supplies necessary for the execution of the works and to this effect employ all the skilled and unskilled personnel.
2. The contractor shall submit for the prior approval of the Contract Manager or Project Manager, the composition of his local organisation, especially with regard to the supervisory staff.
Except otherwise stipulated in the SAC, he shall constantly keep a general and detailed schedule of the progress of the works and communicate four (4) copies to the Project Manager at the beginning of each quarter.
3. The contractor shall be responsible :
 - a. for the implantation of the structures in relation to the original reference landmarks, lines and levels furnished by the Project Manager.;
 - b. for the exact positioning, levelling, proportioning and alignment of all the parts of the structures and;
 - c. the supply of all the instruments and accessories and the required labour in relation to the tasks listed above.
4. If at any one time during the execution of the works an error appears in the positioning, levelling, proportioning or alignment of any part of the structures, the contractor must, if so required by the Project Manager, rectify this error at his cost and to the satisfaction of the latter, except this error is based on wrong data furnished by the Project Manager in which case the cost of rectification shall be borne by the Contracting Authority.
5. The verification of any tracing, or any alignment or levelling by the Project Manager does not in any way dispense the contractor of his responsibility with regard to the exactitude of these operations; the contractor must carefully protect and preserve all the landmarks, fixed markers, pickets and other markings used during the implantation of structures.

Article 42: Provision of performance bond

1. Within twenty (20) days following the notification of the contract, the contractor shall constitute the performance bond guaranteeing the complete execution of the

services. Beyond this time-limit, the Contracting Authority has the right to terminate the contract to the detriment of the contractor.

2. In any case, no payment can be done before the constitution of this payment.

Article 42: Provision of documents and site

1. Within the same time-limit set in article 41(1) above, the Contract Manager or the Project Manager shall hand over to the contractor free of charge a reproducible copy of plans featuring in the tender file for the contract.

Except where this proves necessary for the contract, the plans, specifications and other documents furnished by the persons mentioned in paragraph 1 above shall neither be used by nor communicated by the contractor to third parties without the prior approval of the Contracting Authority.

2. The Contracting Authority shall make the work site and its access available to the contractor in due course and as the work progresses, in accordance with the execution programme referred to in this General Administrative Conditions.

3. The contractor shall not use the lands put at his disposal by the Contracting Authority for any other purpose than that of executing the contract, except with his the express authorisation.

4. The contractor shall preserve in good state the premises put at his disposal during the duration of use. He shall hand them back, at the request of the Contract Manager, in their initial state after execution of the contract, with due consideration for the normal wear and tear.

Article 43: Aid in matters of local regulations

The Contract Manager may, at the request of the contractor and at his cost, obtain a copy of the laws and regulations as well as information on the practices or administrative provisions in force, where these elements are likely to affect him in the execution of his contractual obligations.

Article 44: Execution of works and access to the work site

1. The contractor shall execute, complete the works and maintain the structures in accordance with the stipulations of the contract and to the satisfaction of the Contract Manager and Project Manager.

2. He shall ensure the conduct of works during and after execution, as long as the Contract Manager and Project Manager shall deem it necessary for the accomplishment of the contractual obligations. He shall conform to all what has to do with the works, strictly and in all points, with the demands of the Contract Manager and Project Manager.

3. The Contracting Authority, Contract Manager, Contract Engineer, Project Manager and all persons authorised by the latter should, at all times, have access to the works, site and documents relating to the contract and to the contractor's workshops.

Article 45: Insurance of structures and civil liability

1. Within fifteen (15) days from the date of notification of the contract and before the commencement of work, the contractor and, where need be, the sub-contractors, should justify to the Contracting Authority, upon request of the Contract Manager, civil liability and comprehensive insurance of the sites, guaranteeing against any loss or damage occurring on the structures and third parties up till the provisional acceptance of the works or upon expiry of the guarantee deadline if the contract provides such deadline and where need be, insurance covering the contractor's ten-year obligations. These insurances must be subscribed in approved insurance companies operating in Cameroon.

2. Moreover, the contractor should, where need be, subscribe insurance for civil liability and damages on the structures which it suffers from the date of expiry of the guarantee deadline, as specified in articles 70 to 73 below.

Article 46: Subject of the contract

The services which form the subject of the contract shall be determined in their consistency and specifications by reference to confirmed technical standards and according to the book. Where the contract provides for studies and services to be executed by the contractor, the latter shall be bound to submit to the Project Manager for approval, prior to any execution of the works, a detailed draft including the technical specifications and the projected realisation programme, as stipulated in article 49 below.

Article 47: Scope of services

Except otherwise stipulated, the subject of the contract shall necessarily include labour, building materials, equipment, the construction of provisional installations and structures and generally, all the services of a temporary or permanent nature necessary for the execution of the works, maintenance of the structures and the occupation of these structures in accordance with their destination.

Article 48: Security and protection

The contractor shall be responsible for furnishing and maintaining at his expense, all apparatus for lighting, protection, enclosure and security which will be necessary for the proper execution of the works or which will be demanded by the Project Manager, Contract Manager or by any other competent authority for the protection of the works and the safeguarding of public or third party interest.

Moreover, he shall pay all the dues or fees, in accordance with the laws and regulations in force.

Article 49: Execution programme and plans

1. As soon as possible and not later than one (01) month after notification of the contract, the contractor should, if he is so required, submit after approval by the Contract Manager, subject to the provisions of the SAC, a programme of execution of the works stating the sequences, methods and equipment which he intends to use and the execution calendar of temporary and permanent structures.

The contractor and the Project Manager must define the activities which the contractor can execute while waiting for the approval of his execution programme.

This programme should include the following documents:

- a. a detailed note on the envisaged process and methods with projections on employment of personnel and equipment by specifying the variations with time of the staff strength and equipment used. The list of equipment shall not be limited and may be modified as work progresses at the request of the Project Manager;
- b. a graphic schedule of the projections of the advancement of works which should highlight:
 - tasks to be accomplished by each works section;
 - for each task, the date provided for completion, the duration of its execution and the margin of time available for its execution;
 - those tasks which determine the execution time-limit (critical tasks) by stressing for them the means, particularly equipment, corresponding to the execution duration taken into account;
 - the time-limit for ordering and supply;
 - supply thirty (30) days prior to the implementation, samples of all building materials to be used in the works in a locked premises.
- c. a detailed schedule for maintaining traffic;
- d. a note on the functioning of the laboratory (premises, equipment, personnel...);
- e. a note on geotechnical trials (means, investigative methods, programme...);

f. a statement on the provisions relating to the preservation of the environment

2. Except otherwise stipulated in the SAC, the contractor shall establish, according to the contract documents, the documents necessary for the realisation of the structures, such as the execution plans, drawings, calculations, detailed studies and quality control plan.

The contractor shall establish at his expense all the execution drafts and plans necessary for the execution of the works, be they the envisaged structures or with constructive measures proposed as variant by the contractor or non-envisaged structures whose realisation should be envisaged.

To this effect, the contractor shall on the spot take down all the necessary readings and shall remain responsible for all the consequences of all calculation errors. He must, according to the situation, establish, verify or complete the stability and resistance calculations linked to the means of execution.

If he discovers an error in the original documents furnished by the Contract Manager or the Project Manager, he must immediately make it known in writing to the former.

3. The execution plans or drawings must completely define, in conformity with the technical specifications featuring in the contract, forms of the structures, the quality of the building materials to be used, the nature of the adornments, the forms of the parts in all the elements and assembling, the armatures and their layout.

4. The contractor can start execution of a structure only after the approval of the Contract Manager or the Project Manager of the documents necessary for this execution, which approval shall release the contractor of his obligation of result and contractual responsibilities.

5. The SAC must expressly stipulate the time-limit granted the Contract Manager or Contract Engineer to approve or reject the said documents.

6. In any case, the contractor must inform the Contract Manager in writing of the date of transmission of these documents to the Project Manager as well as the date of approval by the latter.

Article 50: Organisation and safety of sites

1. Where the works concern public traffic, road signs for public use must be in conformity with the related regulatory provisions; this is done under the control of the Project Manager by the contractor whose responsibility it is to furnish and install at his cost the signs and devices, except otherwise stated by the contract.

2. The contractor shall conform rigorously with the instructions of the Project Manager regarding signs on his site. These signs must be in conformity with the applicable regulations. Before nightfall, site installations and routes must be lighted by means of lights of enough luminous intensity as to provide security of land traffic.
3. All costs engendered by the signs on the site shall be borne by the contractor. He alone shall remain entirely responsible for all accidents and damages suffered by third parties during the execution of the works caused by his equipment or errors and omissions concerning road signs.
4. If the contract provides for the diversion of traffic, the contractor shall be responsible and under the same conditions as above, for signs at the ends of the sections where traffic is interrupted and signs on the diverted itineraries.
5. Traffic policing around the sites or at the ends of the sections where the traffic is interrupted and along the diverted itineraries shall be incumbent on the competent services. However, upon the request of the Project Manager, the contractor must place the necessary personnel at the disposal of these services, the labour costs being reimbursed to the contractor in accordance with the provisions of article 22 on work under State supervision.
6. The contractor must inform the competent services in writing at least five (5) working days in advance, of the date of the start of works by mentioning, if there is need, the mobile nature of the site. It is obligatory to mention the competent services in the SAC.
7. In the same form and under the same time-limit, the contractor must inform the competent services of the folding or displacement of the site.
8. The contractor must conduct the works in such way as to maintain under convenient conditions, communications of any type crossing the worksite, especially those that concern the circulation of persons, as well as the drainages, subject to the precisions given, where need be, by the contract on the conditions under which restrictions may be brought to these communications or drainages.
9. In case of the non-observation of the above prescriptions, the Project Manager may, at the expense of the contractor, take the necessary measures after a warning that remained without effect. In case of urgency, these measures may be taken without warning.
10. Without prejudice to the application of legal and regulatory provisions in force, where the works are executed close to living or frequented quarters or deserving protection to safeguard the environment, the contractor must

at his cost and risk take the necessary measures to reduce, as far as possible, the inconveniences imposed on users and neighbours, especially those that may be caused by access difficulties, engine noises, vibrations, smoke and dust.

Article 51: Installation of site

1. The contractor shall procure at his cost and risk the lands necessary for the installation of his sites, the deposit of excess cuts, or access roads where those put at his disposal by the Contracting Authority are inadequate.
2. He shall ensure the obtention of administrative authorisations for temporary occupation of public lands necessary for the realisation of the structures, subject of the contract.

Article 52: Implantation of structures

1. The Project Manager shall notify the contractor in writing of the points and basic levels that have been established.
2. From these points and basic levels, the contractor shall be responsible for the proper implantation of the structures and shall bear the related costs.
3. These operations shall be the subject of a report jointly established by the contractor and the Project Manager. If during the works an error were to occur in the implantations, levels, alignments or dimensions of any part of the structures, the contractor shall at his cost carry out the corresponding rectification. Verification of any implantation, alignment or level by the Project Manager shall not release the contractor of his obligations. The contractor shall carefully protect all lay-marks, boundary marker, stakes and other elements contributing in the implantation of the structures. He should put them back or replace them at his cost, if need be.

Article 53: Building materials

1. Except otherwise stipulated in the contract, the contractor has the choice of the source of building materials, construction products or components, subject to justifying that they meet the conditions fixed by the contract.
2. Where the source of the building materials, construction products or components is fixed in the contract, the contractor shall modify it only if the Contract Manager authorises it in writing after the opinion of the Project Manager.
3. The method of execution of the contract shall be in conformity with the provisions of the said contract and prescriptions of the local or foreign standards to which reference is made in the contract. The building materials, construction products or components shall possibly be submitted

to all the trials or tests which the Project Manager or Contract Manager shall judge useful to prescribe, both at the place of production or manufacture and at the site. If these trials and their frequency are explicitly provided in the contract, their cost shall be borne by the contractor. The contractor shall not use building materials, construction products or components and equipment that are not in conformity with the provisions of the said contract and prescriptions of the standards to which reference is made. The contractor shall furnish, at his cost and before incorporation into the structures, all the samples which may be requested by the Project Manager.

4. The Contract Manager or Project Manager shall have the power to order in writing, the removal from the site, within a set time-limit, all materials and equipment which may not be in conformity with the requirements of the contract, their replacement with convenient and appropriate ones, the demolition and correct reconstruction, notwithstanding any preliminary trial or any payment made, of any structure which, in the opinion of the Project Manager and subject to the provisions of article 49(2) below, may not be in conformity with the stipulations of the contract, both as concerns the method of execution and the materials used.
5. The contractor shall be bound to obtain the necessary administrative authorisations relating to the place of extraction or borrow pit, bear the fees, compensation for occupation, exploitation costs, costs for opening the places of extraction or borrow pit, as well as the access roads and to guarantee the Contracting Authority against all claims for damages caused by the extraction resulting from the non-observation of his legal obligations.
6. Where the contract provides for supply by the Contracting Authority of certain materials, construction products or components, the contractor shall be bound to carry out, at his cost, the necessary operations for loading and unloading, maintenance and transportation, including the deposit or placement at place of work as well as stocking, warehousing and guarding.
7. The contractor shall guarantee and compensate the Contracting Authority against all complaints, proceedings and demands for damages resulting from the use of patents, patented processes, registered trade marks or names or the infringement of all protection rights partly or totally covering a building material or equipment used.
8. After the guarantee period, the Contracting Authority reserves the right to repair himself or have repaired the patented machinery used or incorporated in the works to the best of his interests, by whomever he chooses and to procure, as he wants, the parts necessary for this repair.

Article 54: Sub-contracting

1. Even though the contractor remains fully responsible, the Contracting Authority has the right to refuse sub-contracting part of the contract to a

specific person or administration who or which does not fulfil the administrative or technical conditions stipulated in the contract.

2. The contractor shall not sub-contract the execution of certain parts of the contract without the prior written permission of the Contracting Authority. Such authorisation shall not free the contractor of his contractual obligations. To this effect, he shall remain responsible vis a vis the Contracting Authority of any action, defect or negligence of the sub-contractors, agents, employees or workers of the latter, as fully as if they were his own.
3. The Special Administrative Conditions may provide for separate and direct payment of each sub-contractor designated by name, subject to the fact that the nature and value of the services to be executed by the contractor and each of the sub-contractors designated by name are specifically indicated.

The payments mentioned above shall be subject to the formalities for the constitution of guarantees laid down by the Special Administrative Conditions.

The sub-contractors shall be subject to the same tax and customs conditions as the contractor.

4. The ceiling of the share of the works to be sub-contracted shall be set at thirty (30%) per cent of the initial contract and its additional clauses, where applicable.

Article 55: Site laboratory and Trials

1. The Contractor is bound to have his own laboratory on the site to enable him carry out all identification trials and studies on building materials defined in the Special Technical Clauses. The personnel and the equipment in this laboratory must also be approved by the Project Manager.

He shall be bound to furnish a complete file proving that the building material meets the conditions laid down in the STC before its use.

2. The laboratory shall equally be used by the Project Manager. In this regard, the contractor shall execute, at his cost, at least half of the control trials prescribed in the STC and shall make the results available to the Project Manager.
3. In the case of persistent malfunctioning of the site laboratory, the Project Manager, after the approval of the Contract Manager, may insist on either the replacement of the laboratory staff or the effecting of all the trials in a laboratory of his choice and at the expense of the contractor, without the latter being able in this regard to make any claims for a resultant delay or

interruption of the site following this constraint and this, up till when it is proved that the contractor's laboratory may resume its activity under satisfactory conditions.

4. The contractor shall be bound to execute all the trials and controls necessary for the proper execution of the structures as defined in the contract. The inherent costs of these trials shall be borne by the contractor.
5. If the Project Manager prescribes trials or controls of the same nature for the structures, after the prior approval of the Contract Manager, their costs shall be borne by the contractor if the trials reveal that the quality of the work or materials is not in conformity with the requirements of the contract. In the contrary case, they shall be borne by the Contracting Authority.

Article 56: Site logbook

A site logbook shall be placed at the disposal of the Project Manager or his representatives. Each day the following information must be entered inside:

- a. the administrative operations relating to the execution and payment of the contract (notification, results of trials, job cost sheets);
- b. atmospheric conditions;
- c. reception of building materials and all types of approvals;
- d. incidents or details of all types which are of interest from the point of view of the future carriage of the structures or the real duration of the works;
- e. the contractor may enter incidents or observations likely to give rise to claims on his part;
- f. this logbook will be jointly signed by the Project Manager and the contractor's representative during each visit of the site;
- g. for any possible claim by the contractor, he may not refer to other documents of the contract than the events or documents mentioned at the appropriate time in the site logbook.

Article 57: Site meetings

1. Site meetings shall hold regularly at the behest of the Project Manager. The presence of the contractor or his representative in these meetings is obligatory.

2. Periodic meetings shall hold in the presence of the Contract Manager, Contract Engineer or their representatives.
3. These meetings shall be entered as minutes in the site logbook. The contractor or his representative shall at the beginning of each meeting inform the persons referred to in paragraphs 1 and 2 above of the progress of the works and the possible difficulties faced.
4. Where need be, the Project Manager shall perform the secretarial duties during such meetings.

Article 58: Objects found in excavations

1. The Contracting Authority reserves the right of ownership of the materials found in excavations and demolitions done on lands belonging to it, even if it means compensating the contractor for its special care.
2. He also reserves the right on behalf of the State for objects of any type and especially art objects which may be found there.
3. The contractor shall be bound to inform his personnel of the right thus reserved by the Contracting Authority.

Article 59: Various damages caused by the conduct of works or methods of their execution

With regard to the Contracting Authority, the contractor has pecuniary responsibility for injuries to persons or damage to property caused by the conduct of works or the methods of their execution, except it is established that this conduct or method necessarily results from provisions of the contract or Administrative Order prescriptions or except if the Contracting Authority pursued by a third party, victim of such damage, has been condemned without calling the contractor in guarantee before the jurisdiction seized.

Article 60: Use of explosives

Subject to restrictions or prohibitions possibly stipulated in the SAC, the contractor must take under his responsibility, all the necessary precautions so that the use of explosives is not dangerous to the personnel and third parties and does not cause damage to neighbouring property and structures as well as to the structure forming the subject of the contracting.

Article 61: Amendments of contractual technical provisions

1. The contractor shall not modify the nature of the structures, materials, equipment, construction components and dimensions of these structures without prior reference to the Project Manager and without obtaining a written order from the Contract Manager.

2. Subject to the provisions of the Public Contracts Code relating to additional clauses, the Contract Manager shall have all the latitude to carry out modifications judged necessary for all or part of the works and nature of the structures and to this effect, he may take the following decisions with which the contractor must conform:
 - a. increase or decrease of the works;
 - b. suppression of services, works or structures provided for in the contract;
 - c. partial or total modification of the nature and quantity of all or part of the works or structures;
 - d. execution of all the supplementary works or complementary structures considered necessary;
 - e. change of levels, lay-out, and dimensions of the structures. None of these changes may cause the nullity of the contract but their possible repercussion shall be taken into account in the contractual payments.

Article 62: Incidence of modification of the technical contractual provisions

1. The Contracting Authority shall determine, in accordance with article 63, the sum which he considers appropriate to add or deduct from the initial price of the contract to take into account the supplementary or complementary works or envisaged suppressions. This addition or deduction shall be made by application of the contract prices, if judged applicable.
2. In the case where the nature or relative importance of the variations ordered makes the price of the contract partially or totally inapplicable, the Contract Manager, on the advice of the Project Manager and contractor shall agree either on new prices on the basis of the break-down of the all-in price or sub-details of unit prices contained in the initial contract and the initial economic conditions or the capital gains or loss, determined on the same basis, applicable on the unit prices of the contract. These prices shall eventually be updated and/or revised under the conditions provided in the SAC.
3. Subject to the provisions of article 61, Administrative Orders notifying the technical and financial modifications to be done shall be issued by the Project Manager and shall be signed by the Contract Manager, dated, numbered and registered.

4. The Administrative Orders shall be notified at the domicile of the contractor or failing that, according to the prescriptions of article 8, must conform to it and without delay take all the measures relating to its execution. The contractor shall be obliged to verify the written orders that he receives and to signal, before any execution, the errors or contradictions which they may contain. If he does not make known his observations within a time-limit of fifteen (15) days, he alone shall bear the technical and financial consequences. Where the contractor feels that the prescriptions of an Administrative Order call for reservations, he shall present them in writing to the Contract Manager within a maximum time-limit of fifteen (15) days from the date of notification, under pain of foreclosure.
5. The reservations shall not suspend the execution of the Administrative Order, unless otherwise ordered by the Contract Manager. These reservations may, where necessary, be the subject of a statement of claim which will be produced by the contractor during the establishment of the detailed account according to the provisions of articles 34 and 35 above. Moreover, it is understood that the Administrative Orders relating to sub-contracted works or work executed jointly executed shall be notified to the main contractor or representative.

Article 63: Variation in mass of works or size of the various types of structures

1. Subject to the provisions of the Public Contracts Code relating to additional clauses, the contractor shall be bound to carry to term the realisation of the structures forming the subject of the contract, whatever the size of the increase or decrease of the initial mass of the works which may result from technical constraints, underestimation or overestimation of the quantities provided for in the contract.
2. Where the changes ordered by way of Administrative Order or additional Conditions modify the size of certain types of structures to such an extent that quantity change is twenty-five (25) per cent above or below that provided in the contract, the Contracting Authority and contractor shall agree, under pain of termination of the contract, on the capital gains or loss to be applied on the unit prices of the contract to take account of the incidence of the changes thus engendered by the proposals of the Contract Manager or Project Manager.
3. The provisions of the preceding paragraph shall not apply to types of structures for which the amounts of the works featuring in the estimated details for unit price contracts or cost estimates and quantities for all-in prices contracts on the one hand and in the final detailed account are both less than one twentieth (1/20th) of the contract amount on the other hand.

Article 64: Losses, damages and breakdowns

The Contracting Authority shall not be responsible for losses, damages or breakdowns of equipment, temporary site installations, building materials and structures resulting from negligence, lack of foresight, lack of means, incompetence or false manoeuvres by the contractor. The latter must at his expense take all the necessary measures to protect himself against storms, swells and all the other natural phenomena normally foreseeable under the weather conditions and place where the works are executed and having an abnormal character.

Article 65: Progress of works

If in the opinion of the Contract Manager or Project Manager, the progress rate of the works proves to be insufficient to ensure completion within the prescribed or possible extended time-limits, notification shall be made to the contractor who is bound to take all the necessary measures to accelerate the works to ensure completion at the required time. The contractor may not make any claims for compensation because of this.

Article 66: Adjournment of works

The Contracting Authority may order the adjournment of the services forming the subject of the contract before the contractual time-limit runs out.

Where the Contracting Authority orders the adjournment of the execution of the contract for a period of more than two (2) months, the contractor has the right to terminate the contract. This equally applies to successive adjournments whose total duration is more than two (2) months. In both cases, the adjournment gives the contractor entitlement to compensation covering the prejudice suffered, except in the case of force majeure or for reasons attributable to the latter.

CHAPTER IV

ACCEPTANCE OF WORKS AND GUARANTEES

Article 67: Provisional acceptance

1. The contractor shall be bound to let the Contract Manager know the date on which the preliminary operations to provisional acceptance shall start.

The preliminary operations to acceptance shall notably be:

- a. recognition of the executed works;
- b. the trials provided for in the contract;

- c. the possible establishment of non-execution of the services provided in the contract, imperfections or bad workmanship;
- d. reports relating to the completion of the works and possible folding up of the site installations.

The Special Technical Conditions may, in certain cases, especially for building works or where an exploitation period is required, stipulate that the preliminary operations to provisional acceptance shall start according to a programme determined by the Project Manager.

These operations shall be the subject of a report drawn on the spot by the Project Manager and signed by him and the contractor.

Within seven (7) days following the date of the report, the Project Manager shall inform the contractor if he has proposed or not to the Contract Manager to pronounce the acceptance of the structures and if in the affirmative, the date of completion of the works which he has proposed to be retained, as well as the reservations which he has possibly proposed to accompany the acceptance.

2. The contractor shall be bound to inform the Contract Manager in writing not later than thirty (30) days before the expiry of the contractual time-limit of the execution of the works or the projected date of completion of the works, the date on which he hopes that the structure will be accepted.

The Contract Manager then has a maximum time-limit of thirty (30) days to carry out the provisional acceptance of the structure in the presence of the duly convened contractor and as far as he considers that the structure may be accepted.

If the provisional acceptance is pronounced, a provisional acceptance report shall be drawn up by the Project Manager, signed by the commission constituted to this effect, whose composition must be provided in the SAC and whose convening shall be done by the Contract Manager. This provisional acceptance report shall set the date of completion of the works from which all the guarantee periods shall run.

In case of absence of the contractor, mention shall be made of it in the provisional acceptance report.

3. In the case where the works cannot be accepted, notification shall be made to the contractor by Administrative Order, of noticed omissions, imperfections or poor workmanship which make it impossible for acceptance to take place. This Administrative Order shall give notice to the contractor to complete the structures or to remedy the imperfections or poor workmanship within a determined time-limit, without prejudice to the application of the provisions of article 71 below.

When the contractor considers that the structures are completed, he must once again request the Contract Manager to do provisional acceptance. Beyond this time-limit indicated in the Administrative Order, the Contract Manager may request a contractor of his choice to carry out the execution of the necessary works at the detriment, costs, risks and perils of the contractor.

4. The fixing by the contract of distinct execution time-limits for instalments of works, structures or parts of structures from the general execution time-limit of all the works implies, except otherwise stipulated in the SAC, partial provisional acceptance of each instalment of the works, structures or parts of works.

Modalities relating to provisional acceptance shall apply to partial acceptance.

The provisional acceptance of all the works shall be pronounced with the last partial provisional acceptance.

5. Except otherwise stipulated in the SAC, the guarantee time-limit shall run, for instalments of works, structures or parts of structures having given rise to partial provisional acceptance, from the date of completion of corresponding works, agreed upon in the report of this partial acceptance up till the expiry of the guarantee time-limit of all the works.
6. Taking possession of the structures by the Contract Manager must be preceded by their acceptance. However, if there is urgency, taking possession may occur previous to the acceptance, subject to the prior establishment of a joint statement on the situation.

Article 68: Documents furnished after execution

The contractor shall submit to the Contract Manager within thirty (30) days following the date of the provisional acceptance report for all the structures, reviews of the functioning and maintenance of the structures as required in the SAC. Drawings and other documents in conformity with the final execution of the structures shall be submitted in three copies, including one reproducible copy, not later than one (1) month after the provisional acceptance of the works and before the last payment on account.

Non furnishing of the drawings and documents may give rise to a deduction on the guarantee in place, at the rate fixed in the SAC.

Article 69: Folding of the worksite

1. As the works progress, the contractor must, at his cost, clear, clean and restore areas placed at his disposal by the Contracting Authority for the

execution of the works. For these operations, he shall conform to the schedule and deadlines fixed by the SAC or by Administrative Orders.

2. Failure to execute all or part of these operations under the prescribed conditions, equipment, installations, building materials, wreckages and waste that is not removed may, after a call to order by the Contract Manager and expiry of a deadline of thirty (30) days, be transported automatically, according to their nature, from the depot to the public dumpsite or handed over to the Administration of Lands to be sold by public auction, all at the expense of the contractor.
3. In case of sale by public auction, proceeds from the sale shall be paid in the name of the contractor, to the Accounting Officer, after deduction of the costs and if provision is made, of penalties.

Article 70: Guarantee period

Except otherwise stipulated in the SAC and except extended up till execution by the contractor of his obligations, the guarantee period shall be four (4) months for maintenance works and one (1) year for other works.

Article 71: Maintenance during guarantee

1. During the guarantee period, the contractor shall be bound to:
 - a. maintain in shape and carry out the necessary repairs to ensure, to the satisfaction of the Contract Manager and the end of this period, conformity in all points to the stipulations of the contract;
 - b. remedy all the disorders caused by poor workmanship pointed out by the Contract Manager or the Project Manager in such manner that the structure conforms with the state in which it was during the provisional acceptance (normal wear and tear excepted) or after correction of the imperfections noticed during the provisional acceptance;
 - c. find the cause of any defect, imperfection or construction flaw and carry out the appropriate modifications to remedy the situation.
2. All repair works and restoration shall be borne by the contractor, except the latter provides proof that they are the result of negligence or breach in the use of the structures.

He shall be responsible, towards third parties, for accidents that may ensue from the disorder referred to in paragraph 1 above, even if they were not signalled.

3. If after the provisional acceptance, the contractor is not in conformity within fifteen (15) days with the prescriptions of an Administrative Order concerning the possible repairs, the Contract Manager shall have the right to have the repairs carried out by his own workers or another contractor and to collect the money at the expense of the contractor through deduction on all sums due the latter by virtue of the contract.

Article 72: Final acceptance

1. Upon expiry of the guarantee period and subject to the execution by the contractor of all the obligations binding on him by virtue of the contract, a final detailed account shall be established according to the modalities provided in articles 34 and 35 above.
2. Except otherwise stipulated in the SAC, final acceptance shall take place within fifteen (15) days from the date of expiry of the guarantee.
3. The final Acceptance Commission shall be same as the one which pronounced the provisional acceptance of the works. This Commission shall meet in the presence of the contractor.
4. Before pronouncing the final acceptance, the Commission shall verify, by all means at its disposal, that the contractual provisions were fully respected and that the contractor honourably discharged the tasks prescribed during the guarantee period.
5. At the end of the Commission's session, a final acceptance report shall be drawn up and signed by all the members and the contractor.

Article 73: Legal responsibilities concerning guarantee of structures

The contractor shall remain bound by the legal responsibilities provided for in the Cameroon Penal Code in issues of guarantee of structures and any other guarantee required by the SAC from the date of expiry of the period of guarantee of all of these structures.

CHAPTER V

FAILURE TO EXECUTE AND TERMINATION OF THE CONTRACT

Article 74: Termination of the contract

1. The execution of works forming the subject of a contract may be stopped before their completion, by termination decision taken by the Contracting Authority who sets the date of effect.

2. The settlement of the contract is then done according to the modalities provided in articles 34 and 35, subject to the other stipulations of this article.

Except for termination pronounced in the cases provided for in the Public Contracts Code and as long as the prejudice or damage which he claims exists, the contractor is entitled to compensation as a result of this decision to terminate. In this regard, he must present a duly justified written request within the time-limit of thirty (30) days from the date of notification of the final detailed account.

In case of termination, there shall be, in the presence of the duly convened contractor or his rightful claimants, ascertainment relating to the executed structures or part of the executed structures, inventory of materials supplied as well as the descriptive inventory of site installations. A report shall be drawn up to this effect.

This report shall imply acceptance of the structures or part of the structures executed.

3. Within ten (10) days following the date of this report, the Project Manager shall fix the measures which must be taken before the closure of the site to ensure the preservation and security of the structures or parts of the executed structures. These measures may include demolition parts of the structures.

Failure by the contractor to execute these measures within the deadline set by the Project Manager, the latter may have them executed automatically. Except in the case of termination provided for in article 75, conservatory measures shall not be borne by the contractor.

4. The Contracting Authority has the right to buy back wholly or partially:
 - a. the temporary structures useful for the execution of the contract;
 - b. supplied building materials within the limits of his needs in the site.

Moreover, for the continuation of the works, he has the right of either buying back or to keeping in possession, equipment specially constructed for the execution of the contract. The buy-back price of the temporary structures and of the specially constructed equipment shall be equal to the non-amortised share of their value. If the equipment is left available, its rental price shall be determined in relation to the non-amortised share of its value. The contractor shall be bound to evacuate the site within the deadline set by the Contract Manager.

5. If the contractor whose contract is terminated remains indebted to the Contracting Authority, after the establishment of the technico-financial balance sheet for the complete reimbursement of the start-off advance or for any other prejudice which is attributable to him, the Contracting Authority may, to take possession of cost which it is due:
 - a. confiscate the guarantee in cash or seize the subscribed security;
 - b. establish a collection order against the contractor without prejudice to legal action before the law courts.
6. Where the contractor justifies being unable to execute the contract in case of persistent non-respect of payments on account, he may request the termination.

Article 75: Case of force majeure

1. No party to the contract shall be considered as having missed or contravened his contractual obligations if he is prevented from doing so by a force majeure.
2. Within the meaning of this article, force majeure shall be strikes, lock-outs or other labour conflicts, enemy action, declared or undeclared wars, blockades, uprisings, riots, epidemics, landslides, earthquakes, storms, floods, underwashings, civil strife, explosions and any other similar unforeseeable event, independent of the will of the parties and which they cannot overcome despite their diligence.
3. Notwithstanding the provisions of article 77 below and those of the Public Contracts Code relating to terminations, the contractor shall not be liable to the forfeiture of his performance bond, fixed or termination compensation for failure to execute if his delay in execution or any breach of his obligations of the contract is as a result of force majeure.
4. Where the Contracting Authority cannot execute his obligations because of force majeure, the contract may, at the request of contractor, be terminated amicably.
5. If one of the parties considers that a force majeure event likely to affect the execution of his obligations has occurred, it shall without delay inform the other party as well as the Project Manager by specifying the nature, likely duration and the probable effects of this event. Except contrary written instruction given by the Contract Manager or Project Manager, the contractor shall continue to execute his contractual obligations in so far as this is reasonably possible to him and shall seek all the other reasonable means to enable him to fulfil those of his obligations which the force

majeure will not prevent him from executing. He shall use these other means only if the Contract Manager or Project Manager gives the order.

6. If a force majeure occurs and continues for a period of one hundred and eighty (180) days, notwithstanding any extension of the execution time-limit of the works which the contractor may have obtained as a result of this fact, each party has the right to give to the other prior notice of thirty (30) days to terminate this contract. If upon expiry of the period of thirty (30) days, the case of force majeure persists, the contract shall be terminated and by virtue of the law governing the contract, the parties shall by this fact be released of their obligation to continue the execution of the contract.
7. In case of force majeure as defined above, the contractor shall be released of his obligation only if he informed the Contracting Authority with a copy to the Project Manager in writing of his intention to invoke this force majeure and this before the fifteenth day following this event.

Article 67: Default by the contractor

1. If the contractor were to go bankrupt, become the subject of a sequestration order, file his petition, conclude an agreement with his creditors, or if the contractor were to cede his rights by virtue of the contract without the prior consent of the Contracting Authority, or if his property were the subject of distraint, or if he were to portray proof of manifest and long-term impossibility to execute the contract or if the Contracting Authority thinks that the contractor has:
 - a. abandoned the works;
 - b. neglected without valid reason the start of the works or interrupted their execution and neglected to resume work within the time-limit set on him by the Project Manager;
 - c. neglected to remove waste materials or to demolish and reconstruct a structure within the time-limit set on him by the Project Manager;
 - d. neglected to execute the works or an Administrative Order in accordance with the contract and failure in a permanent and patented manner to fulfil his obligations;
 - e. seriously misled the Project Manager on the quality of the works executed;
 - f. breached the legislative or regulatory provisions of the Labour Code relating especially to salaries, working conditions, safety, health and welfare of the workers concerned. Moreover, the contractor shall be responsible for the observance of these same provisions by his sub-contractors;

- g. overrun the ceiling fixed by the SAC for the application of penalties for delay in the realisation of the works;
- h. sub-contracted part of the works without the approval of the Contracting Authority.

The Contracting Authority may, within a set time-limit and after having been informed the contractor in writing, take a decision to terminate the contract without compensation. This time-limit shall not be less than twenty-one (21) days from the date of notification of the formal notice.

2. The termination of a contract decided in application of paragraph 1 of this article may be simple or at the expense and risk of the contractor. In both cases, the measures provided in paragraphs 2 and 3 of article 77 shall be borne by him.

In case of termination at the expense and risk of the contractor, another contract shall be entered into with another contractor in accordance with the provisions of the Public Contracts Code for the completion of the works. The final detailed account of the terminated contract shall be notified to the defaulting contractor only after the final payment of the new contract for the completion of the works.

The contractor whose contract is terminated at his expense shall be authorised to follow up the execution of the works by the new contractor without impeding on the orders of the Contract Manager and Project Manager. The excess expenditure resulting from the new contract shall be borne by the defaulting contractor. They shall be deducted from the sums which he may be due or failing that from the possible securities, without prejudice to the right of appeal, in case of they are inadequate.

3. According to the provisions of articles 34 and 35 above, a final detailed account of the terminated contract shall be drawn up.

CHAPTER VI COERCIVE MEASURES, CLAIMS, DIFFERENCES AND DISPUTES

Article 77: Coercive measures

1. Where the contractor does not conform either to the provisions of the SAC or the written Administrative Orders which are given, the Contracting Authority gives him a formal notice to satisfy them within a time-limit fixed by the Public Contracts Code.

2. If beyond this time-limit the contractor has not executed the prescribed provisions, the Contracting Authority may order the establishment of general or partial State supervision at the expense of the contractor or terminate the contract.

Having been duly convened and immediately in his presence, there is ascertainment of executed structures, supplied materials as well as the descriptive inventory of the contractor's equipment and the handing over of the equipment that is not used by the Project Manager for the completion of the services.

3. In any case, the Contracting Authority may, and according to the circumstances, either order the award of a new contract at the risk and peril of the defaulting contractor, in principle by call to tender, or prescribe the continuation of State supervision.

During the duration of State supervision, the contractor shall be authorised to follow its operations, without however, being able to impede the execution of the orders of the Contract Manager and Project Manager.

Moreover, State supervision may be withdrawn if he has the necessary means to resume the services and conduct them to the logical conclusion. The additional expenditure resulting from supervision of the new contract shall be borne by the contractor. They shall be deducted from any sums owed to the contractor, without prejudice to any amounts he may be asked to pay in case of inadequacy.

If on the other hand the State supervision or the new contract causes a reduction in expenditure, the contractor shall have no claim to this excess which shall belong to the Contracting Authority.

4. Where fraudulent acts, repeated infringements of labour laws, serious breaches of commitments or acts of corruption have been noted against the contractor, the Contracting Authority may, without prejudice to legal proceedings and sanctions to which the contractor is liable, terminate the contract to the detriment of the contractor, under the conditions of the last paragraph of article 76 (1).

Anyone who offers, gives, solicits or accepts any reward in order to influence the action of a public servant during the award or execution of a contract shall be guilty of corruption.

Anyone who deforms or distorts facts in order to influence the award or execution of a contract in a manner detrimental to the Contracting Authority shall be guilty of fraudulent manoeuvres.

Fraudulent manoeuvres should be understood especially as any understanding or collusive manoeuvres by bidders intervening before or

after the submission of tenders and aimed at artificially maintaining prices of bids at levels that do not correspond to those that will result from free and open competition and depriving the Contracting Authority of the advantages of the competition.

Article 78: Claims by the contractor

In case of claims notably for losses, breakdowns or delays in the execution of the works, the contractor shall be entitled to compensation or extension of the time-limit only on condition that:

- a. the subject of the said claims could not be covered by any insurance whose costs are included in the price of the contract, considering its abnormal character, circumstances beyond control and unpredictability;
- b. the contractor had signalled, within a time-limit of ten (10) days from the date of occurrence of the events, the facts in writing to the Contract Manager with a copy to the Project Manager.

Article 79: Disagreements and disputes

1. If a disagreement occurs between the Project Manager and the contractor in the form of reservations done on an Administrative Order or in any other form, the contractor must enter it in the site logbook and inform the Contract Manager of it through a letter explaining the reasons and indicating the amounts of his claims.
2. Where the contractor issues reservations on the general detailed account, he has one (1) month from the date of transmission of the said detailed account, under pain of foreclosure, to forward a statement of his claims to the Contract Manager.

The Contract Manager shall notify the contractor of his proposal to settle the dispute within a time-limit of three (3) months from the date of reception of the statement of claims.

The absence of a proposal within this time-limit shall imply a rejection of the contractor's request.

3. If during the execution of the contract difficulties arise between the Contract Engineer and the Contractor, they shall be referred to the Contract Manager.

Any dispute between the contractor and the Contracting Authority shall be the subject of an attempt at amicable settlement, where need be, through mediation, in accordance with the provisions of the SAC and subject to the provisions of the Public Contracts Code concerning additional clauses.

Where the dispute cannot be settled amicably, the matter is brought before the competent Cameroon jurisdiction, subject to the provisions of the SAC.

Cameroon law shall be applicable, except by waiver resulting from international agreements and conventions.