

[PROJECT OWNER OR DELEGATED PROJECT OWNER]

[CONTRACTING AUTHORITY]

[TENDERS BOARD]

Tender File *[National] [Open or Restricted] No...../[Type : ONIT or RNIT]
CONTRACTING AUTHORITY /PO/TB [Financial year] of [Date of signature of
the tender notice]*

for *[Subject of the invitation to tender]*

FINANCING:

BUDGET HEAD:

[N.B.: *This file prepared by ARMP, should be considered as a framework designed to help Project Owners and Delegated Project Owners to mount their Tender Files according to the models made enforceable by the Prime Minister, Head of Government.*

For the proper use of this file, it is imperative to refer to information notes, footnotes and examples in the physical documents which are available at the Head Office and Regional Centres of the Public Contracts Regulatory Agency].

MODEL TENDER FILE FOR INSURANCE

JUNE 2014

PREFACE

This model tender file has been prepared by the Public Contracts Regulatory Agency (ARMP) for Contracting Authorities and Project Owners Delegated Project Owners for the award of insurance contracts through national invitation to tender.

It includes:

Document No.1: *The letter of invitation to tender, applicable to restricted invitations to tender;*

Document No. 2: *The tender notice in English and French signed by the Contracting Authority*

Document No. 3: *The General Regulations of the invitation to tender which include the model clauses that are not to be modified.*

Document No. 4: *The Special Regulations of the invitation to tender containing the provisions of document No. 2 which have to be supplemented or specified within the context of the invitation to tender concerned.*

Document No. 5: *The Special Administrative Conditions (SAC) which treat issues relating to the execution of the contract and the related payments.*

Document No. 6: *The Terms of Reference of services;*

Document No. 7 *Model tables of Technical proposals;*

Document No. 8: *Model tables of financial proposals;*

Document No. 9: *The model contract;*

Document No. 10: *Model forms to be used by the bidders;*

Document No. 11: *Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner:*

Document No. 12: *The list of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts, to be inserted by the Contracting Authority*

After insertion of specific details in the indicated places and suppression of non appropriate alternative provisions, the document can be used once the Contracting Authority is sure of the absence of any contradiction or conflict between the clauses on the same subject.

The following general instructions must be respected by users of this document:

- a) *Special information such as the name of the Contracting Authority, the Project Owner and the address for the withdrawal of the Tender File must feature in the tender notice and in the Special Regulations of the invitation to tender. The final document must not include blanks and alternative provisions.*
- b) *Footnotes or those in italics in the tender notice, the Special Regulations, the Special Administrative Conditions, delivery calendar, price and quantity schedule are not part of the tender file; but they contain instructions which the Project Owner or Delegated Project Owner must strictly follow. The final document must not contain any footnote.*
- c) *Forms included in document No. 8 must be filled by the bidder and footnotes which appear there are to be preserved because they contain instructions for the bidder or the supplier.*
- c) *Evaluation criteria of bids and the various methods of evaluation featuring in the General Regulations must be the subject of profound examination. Only those retained for the invitation to tender under consideration must be preserved and, where need be, developed in the Special Regulations of the invitation to tender or in the technical specifications, as the case may be. The inapplicable criteria are withdrawn from the final version of the General Regulations.*

NB. There are two types of services in the Model Tender File for insurance:

1. For quantifiable services for example assurance vehicle, use the binary method of scoring (yes/no) and proceed to the opening of the bids in a single phase with award to the bid evaluated as the lowest.
2. For non quantifiable services for example health insurance, use the method of scoring by points with a two-phase opening of bids and award to the best bid.

TABLE OF CONTENTS

Document No. 1: Letter of invitation to tender

Document No. 2: Tender notice

Document No. 3: General Regulations of the invitation to tender

Document No. 4: Special Regulations of the invitation to tender

Document No. 5: Technical proposal

Document No. 6: Financial proposal

Document No. 7: Terms of Reference

Document No. 8: Special Administrative Conditions (SAC)

Document No. 9: Model contract

Document No. 10: Forms and model documents to be used by the bidder

Document No. 11: Justifications of preliminary studies

Document No. 12: List of banking establishments and financial bodies authorised to issue bonds for public contracts.

**Document No. 1:
Letter of invitation to tender**

Note on the letter to pre-qualified candidates

A procedure of pre-qualification can be carried out for intellectual services contracts or for major or complex services.

In case of a restricted invitation to tender, as soon as the pre-qualification report, prepared by collaborators of the project Owner or Delegated Project Owner is bound to launch a call for the expression of interest, in accordance with the model prepared by ARMP in order to pre-qualify candidates who will bid for the call to tender.

As soon as the pre-qualification report, prepared by the Project Owner or Delegated Project Owner as well as the draft Tender File including the proposed restricted list are approved by the competent Tenders Board, the restricted tender notice in lieu of the pre-qualification result is published by the Contracting Authority. Concomitant with this publication, letters of invitation to tender are sent out to the retained candidates.

Letter of Invitation to Tender

[Valid for restricted invitations to tender]

Date: _____

A: [Name and address of supplier]

Reference: [Indicate the subject of the project and source of funding]

Sir/Madam

1. I am pleased to inform you that you have pre-qualified for the project referred to above and have consequently been authorised to tender [for the following lots].
2. I am hereby inviting you as well as all the other pre-qualified competitors to tender for the execution of the contract mentioned in the reference (or the contracts mentioned in the reference. You may tender for one or several lots or for all the lots for which you have pre-qualified¹).
3. A complete set of the tender file may be consulted and withdrawn against payment of a non-refundable sum of [indicate the amount in CFA francs].
4. All bids must include a bid bond of [amount in CFA francs] or of an equivalent amount in a freely convertible currency and must be handed over to [indicate the exact address and location] not later than [time] on [date]. The bids shall immediately be opened in the presence of representatives of bidders who desire to attend the opening session.
5. This invitation to tender is addressed to the candidates in the following restricted list: [include the shortlist].
6. Candidates on the restricted list may [may not] do joint bidding.
7. Please acknowledge receipt of this letter to the following address [to be specified] and within a deadline of _____ days from the date of receipt of this letter and indicate if you do not intend to tender. Failing which your withdrawal will be established.

Yours Sincerely,

[Date and place of signature]

[Signature, name and capacity of
the Contracting Authority]

Copies:

- MINMAP
- ARMP (for publication and archiving)
- Project Owner or Delegated Project Owner
- Chairs of Tender Boards for information)
- Concerned (for information)
- Notice boards (for information)

Document No. 2: Tender notice

Note relative à l'Avis d'Appel d'Offres

L'Avis d'Appel d'Offres, rédigé en français et en anglais, fournit les renseignements dont les candidats éventuels ont besoin pour décider d'acquérir le Dossier d'Appel d'Offres (DAO) ou le consulter, en vue de présenter une offre éventuellement. Outre les informations essentielles contenues dans le Dossier d'Appel d'Offres, il doit indiquer tout critère important utilisé pour la qualification des candidats.

Les renseignements qu'il contient doivent concorder avec ceux du reste du Dossier d'Appel d'Offres et, en particulier, avec ceux qui figurent dans le Règlement Particulier de l'Appel d'Offres.

Note on the tender notice

The tender notice in English and French furnishes the information needed by the potential candidates to decide whether to acquire or consult the Tender File (TF) in order to eventually make an offer. In addition to the essential information contained in the Tender File, it must indicate any important criteria used for the qualification of candidates.

The information contained therein must conform to the rest of the Tender File and especially with the information in the Special Conditions of the invitation to tender.

TENDER NOTICE

No.[Type: ONIT,OIIT;RIIT,RNIT][Contracting Authority or Project Owner/TB/
[Financial year] of
[Date of signature of the tender notice] for [Subject]

FINANCING:

1. Subject of the invitation to tender:

Within the framework of **[to be specified]** the [Contracting Authority] hereby launches an invitation to tender [type of invitation to tender] for [subject of the invitation to tender].

[Specify in case of Restricted Invitation to Tender that "This invitation to tender is as a result of Request for Expression of Interest No. _____ of _____ published on _____ in _____]

2. Nature of services

The services are divided into (specify the number) distinct lots.

- Lot No. _____ : Insurance _____

The description of these services is detailed in the Terms of Reference of the Tender File.

3. Execution period

The period of coverage shall be for _____ months for lot(s) divided as follows:

- Firm phase: _____ months from _____ to _____ at midnight;
- Conditional phase(s): _____ months from _____ to _____ at midnight.

4. Participation and origin

Participation in this invitation to tender _____ is reserved for Insurance Companies registered in Cameroon, fulfilling the conditions provided for by regulations in force in Member States of the Inter-African Insurance Market (CIMA).

The management of the insurance policy (ies) of this invitation of tender shall be ensured by _____

***NB:** The Project Owner is bound to specify within the context of this tender file if he intends to have his policies managed by a broker. In this case, the broker shall be remunerated by the insurer, in accordance with the regulations in force in the insurance sector.*

5. Financing

The services which form the subject of this invitation to tender shall be financed by [funding source] _____ financial year, budget head No. _____ .

6. Consultation of tender file:

The file may be consulted during working hours at [place of consultation of tender file (service, door number, post box, telephone, fax, e-mail)] as soon as this notice is published.

7. Acquisition of tender file:

The file may be obtained from [place of obtention of tender file (service, door number, post box, telephone, fax, e-mail)] as soon as this notice is published against payment of the non refundable sum of _____ CFA francs [in figures and letters], payable at [place of payment of purchase fees].

8. Submission of bids:

Each bid drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, should reach [place of submission of bids] not later than [deadline for receipt of bids] at [time limit] and should carry the inscription:

[ONIT, OIIT, RIIT or RNIT] **Invitation to tender No.**/ CA or PO] TB
[Financial year] of/[date of signature of tender notice]
for [subject of invitation to tender]
“To be opened only during the bid-opening session”

Financing:.....

9. Admissibility of bids

Subject to being rejected, each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 11 of the Tender File, valid for thirty (30) days beyond the date of validity of bids. The said bids are fixed as follows:

- Lot _____: _____ CFA F

The other administrative documents must imperatively be only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.

10. Opening of bids

The bids shall be opened in two phases.

The opening of the administrative file and the technical bid shall take place on _____ at _____ o'clock by the _____ Tenders Board (specify the venue and address).

The opening of the financial bids will take place on _____ at _____ o'clock local time by the same Tenders Board on a later date.

Only bidders may attend or be represented by a duly mandated person who has a perfect mastery of the file.

11. Evaluation criteria

[There are two types of evaluation criteria: eliminatory and essential criteria. [The aim of these criteria is to identify and reject incomplete bids or bids not in compliance with the essential conditions laid down in the Tender File relating especially to admissibility of administrative documents, compliance of the technical bid with the terms of reference in the Tender File and the qualification of candidates].

11.1 Eliminatory criteria

[The eliminatory criteria fix the minimum conditions to fulfil to be admitted for evaluation according to the essential criteria. They must not be subject of scoring. The non respect of these criteria leads to the rejection of the bid submitted.

The eliminatory criteria of this tender are the following:

- False declarations, substituted or forged administrative documents;
- Absence of bid bond;
- Absence of the accreditation;
- Technical score less than _____ out o_100 points.
- Presence of financial information in the technical bid.

11.2 Essential criteria

[These criteria are the fundamental or key ones that will help to judge the financial and technical capacity of candidates to execute the services forming the subject of the tender. They should be determined depending on the nature and content of the services to be provided

The technical bids will be evaluated over one hundred (100) marks according to the following criteria.:

Lot ____: _____

Criteria	Scoring (points)
General presentation of bid	[n, m]
Bidder's References in similar risks during the last five years (attach the first and the last pages of the contract)	[α, β]
Detailed description of guarantees offered	
Modalities for putting the guarantee into action	
Representation in the territory	
Coverage of regulated commitments	
Coverage of the solvency margin	
Disaster payment rate in the similar branch during the last five years.	
Reassurance treaties in the similar branch currently valid	
Facilities granted	[μ, δ]
	100

Evaluation criteria and essential sub criteria, for each lot, are detailed in the Special Regulations of the tender.

12. Selection method of the insurer

The insurer to be chosen shall be the one with the best bid.

13. Maximum number of lots

An insurance company may bid for one or more lots, but cannot be awarded more than _____ lots. If the bidder has the best bid in more than _____ lots, the Contracting Authority shall award it _____ lots following its list of preference indicated in the financial bid.

14. Validity

Bidders shall remain committed by their bid for ninety (90) days with effect from the date of submission of bids.

15. Complementary information

Complementary information may be obtained during working hours from _____ (specify the place and address) and/or _____

Place and date of signature]
[Signature, name and stamp of the Contracting Authority]

Copies:

- MINMAP
- ARMP
- Project Owner or Delegated Project Owner concerned
- Chairpersons of TB
- Notice Boards

**Document No. 3:
General Regulations of the
invitation to tender**

Note on the General Regulations of the Invitation to Tender

The aim of document No. 3 is to provide bidders with the information they may need to prepare their bids in conformity with the Regulations laid down by the Project Owner and/or Contracting Authority.

It also gives information regarding the submission of bids, the opening of bids, the evaluation of bids and the award of the contract.

This document has articles that are not to be modified.

TABLE OF CONTENTS

1. Introduction
2. Clarifications, modifications, done on the Tender File and petitions
3. Financial proposal
4. Submission, reception and opening of bids
5. Evaluation of bids
 - General
 - Evaluation of technical proposals
 - Opening and evaluation of financial proposals and complaints
6. Negotiations
7. Award of the contract
8. Publication of award results and complaints
9. Confidentiality
10. Signature of the contract
11. Final bond

General regulations of the invitation to tender

1. General

- 1.1 The Contracting Authority selects a service provider among candidates whose names feature on the letter of invitation to tender, in accordance with the selection method specified in the Special Regulations of the invitation to tender.
- 1.2 Candidates are invited to submit an administrative file, a technical proposal and a financial proposal for the provision of the services necessary for the accomplishment of the mission stated in the Terms of Reference. The proposal shall serve as base for negotiation of the contractual terms and eventually the signing of the contract with the candidate retained.
- 1.3 The mission shall be accomplished in accordance with the calendar indicated in the Terms of Reference. Where the mission involves several phases, the performance of the service provider during this phase should satisfy the Project Owner before the next phase commences.
- 1.4 Candidates must be acquainted with the local conditions and take them into account in preparing their proposals. To receive first-hand information on the mission and local conditions, candidates are advised, prior to submitting their proposals, to take part in the preparatory conference before the preparation of proposals, if the Special Regulations provide for one. But participation in such a conference is not obligatory. Representatives of the candidates must contact officials mentioned in the Special Regulations to organise a visit or obtain complementary information on the preparatory conference. Candidates must ensure that officials are informed of their visit at the required time to take the appropriate measures.
- 1.5 The Project Owner shall furnish the information specified in the Terms of Reference, help the service provider to obtain the licences and permits necessary for the provision of the services and furnish the related data and reports on the project.
- 1.6 It should be noted that:
 - i) costs for preparing the proposals and negotiation of the contract, including the visit to the Project Owner are not considered as direct costs of the mission and are therefore not reimbursable; and that
 - ii) the Contracting Authority is not bound to accept any of the proposals which would have been submitted.
- 1.7 The Contracting Authority requires of its bidders and contractors that they strictly respect the rules of professional ethics during the award and execution of these contracts. By virtue of this principle, the Contracting Authority:
 - a) For purposes of this clause, defines the expressions below in the following manner:

- i) is guilty of “corruption” anyone who offers, gives, solicits or accepts any advantage in view of influencing the action of a public employee during the award or execution of a contract;
 - ii) is involved in “fraudulent manoeuvres” anyone who deforms or distorts facts in order to influence the award or execution of a contract;
 - iii) “collusion” refers to any form of agreement between two or several bidders (whether the Contracting Authority has knowledge of it or not) aimed at artificially maintaining the price of bids at levels that do not correspond to those that will result from competition;
 - iv) and “coercive practices” refer to any form of attack on persons or their property or threats against them in order to influence their action in the award or execution of a contract;
 - v) “Conflict of interest” shall be any situation in which the financial or personal interest of an agent or public entity is likely to compromise the transparency in the award of public contracts.
- b) May reject an award proposal if it determines that the proposed winner is directly or through an agent, guilty of corruption, was involved in fraudulent manoeuvres, collusion or coercive practices or in a situation of conflict of interest for the award of the contract.

1.8 Candidates shall communicate information on commissions and bonuses possibly paid or to be paid to agents in relation to this proposals and the execution of the contract if it is awarded to the candidate, as requested in the financial proposal form ((Tender Letter).

1.9 Candidates must not have been excluded from being awarded contracts because of corruption or fraudulent manoeuvres.

2. Clarifications and amendments done on the Tender File and complaint

2.1 Candidates have up to a date specified in the Special Regulations to request for clarifications on any of the documents of the Tender File. Any request for clarifications must be in writing and forwarded by mail, fax, or electronic mail to the address of the Contracting Authority with a copy to the Project Owner found in the Special Regulations. The Contracting Authority gives his response by mail, fax or electronic mail to all candidates to whom letters of invitation were sent and sends a copy of the response (by attaching an explanation of the request for clarification, without identifying the origin) to all those who intend to tender.

2.2 At any moment before the submission of proposals, the Contracting Authority may, for whatever reason, either at his own initiative, either in reply to a request for clarification from a candidate invited to tender, amend documents of the Tender File by way of an addendum. Any amendment is published in writing in the form of an addendum. The addenda are communicated by postal mail, fax or electronic mail to

all the candidates requested and are obligatory on them. At his convenience, the Contracting Authority may postpone the date for the submission of proposals.

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

2.4 The petition must be addressed to the Minister in charge of Public Contracts with copies to the Contracting Authority and the body in charge of the regulation of public contracts and to the chairperson of the Tenders Board.

It must reach not later than five (5) days before the opening of bids.

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

3. Establishment of proposals

3.1 Candidates are bound to submit proposals in the language(s) indicated in the Special Regulations.

Technical proposal

3.2 During the preparation of the technical proposal, candidates are supposed to examine in detail the documents that make up the consultation file. The blatant insufficiency of the information furnished may lead to the rejection of a bid.

During the preparation of the technical proposal candidates must pay particular attention to the following considerations:

- i) The candidate who thinks he does not have all the necessary skills for the mission may obtain them by associating with one or several individual candidates and/or other candidates in the form of joint-venture or sub-contracting as the case may be. Candidates may only enter into joint venture with other candidates solicited for this mission with the approval of the Contracting Authority as indicated in the Special Regulations. Candidates are encouraged to seek the participation of national candidates by concluding joint venture agreements (notarised agreements) with them or sub-contracting part of their mission to them.
- ii) For missions based on work time, the estimate of the work time shall be provided for in the Special Regulations. Meanwhile, the proposal must be based on the estimation done by the candidate of the work time put in by the personnel.
- iii) It is recommended that the proposed specialised personnel make up the majority of the candidate's permanent staff or have a stable long standing working relation with the candidate.
- iv) The proposed specialised personnel must have at least the experience indicated in the Special Regulations, experience which it would have acquired in similar working conditions in the country where the mission will take place.

- v) No choice of specialised personnel may be proposed and only one curriculum vitae (CV) per job position shall be authorised.

3.3 Reports to be produced by candidates within the framework of this mission must be written in the language(s) stipulated in the Special Regulations. It is recommended the candidate's personnel should have a good practical mastery of English and French.

3.4 The candidate's technical proposal with the help of the attached tables should provide the following information (Document No. 4):

- i) A brief description of the candidate and a general idea of his recent experience within the framework of similar missions (Table 4B). For each of them, this summary must especially indicate the characteristics of the proposed personnel, the duration of the mission, the amount of the contract and the share of the candidate.

- ii) All possible observations or suggestions on the Terms of Reference, data, services and installations must be furnished by the Contracting Authority (Table 4C).

- iii) A description of the methodology and work plan proposed to accomplish the mission (Table 4D).

iv) (Table 4D)

- v) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 4E).

- vi) Recent curricula vitae signed by the proposed specialised personnel and the representative of the candidate empowered to submit the proposal (4F).

In the key information must feature for each, the number of years of experience of the candidate and the scope of responsibilities exercised within the framework of the various missions during the past ten (10) years.

- vi) Estimates of the contribution by the personnel (senior and support staff, time), necessary for the accomplishment of the mission, justified by bar diagrams, indicating the work time provided for each senior staff of the team (Tables 4E and 4G).

- vii) A detailed description of the method, personnel strength and follow-up envisaged for training, if the Special Regulations state that this is a major element of the mission.

- viii) Any other information requested in the Special Regulations.

3.5 The technical proposal must not include any financial information.

Financial proposal

3.6 The financial proposal must be established using model tables (Document No. 5). It lists all the related costs of the mission. If need be, all the costs may be distributed by activity.

- 3.7 The financial proposal must separately present taxes, duties (including social security contributions), rates and other applicable tax costs by virtue of the laws in force on the candidates, sub-contractors and their personnel (other than citizens or permanent residents of Cameroon), except otherwise indicated in the Special Regulations of the invitation to tender.
- 3.8 Candidates must indicate the price of their services in the currency (ies) specified in the Special Regulations.
- 3.9 Commissions and bonuses paid and to be paid eventually by the candidates in relation to their mission shall be specified in the submission letter of the financial proposal (Section 5.A).
- 3.10 The Special Regulations of the invitation to tender indicate the duration of the validity of the proposals from the date of submission. During this period, candidates must make available the specialised personnel proposed for the mission. The Contracting Authority in relation with the Project Owner shall do everything possible to conclude the negotiations within the time limit. If the Contracting Authority intends to extend the validity of the proposals, candidates who do not want it are justified in refusing such an extension.

4. Submission, reception and opening of bids

- 4.1 The original of the proposal must be in indelible ink. It should have no additions between the lines or overloading on the same text. Except only to correct possible mistakes made by the candidate himself, any correction of this type must be initialled by signatory (ies) of the proposals.
- 4.2 A representative duly authorised by the candidate must initial all the pages of the proposal. This authorisation must be confirmed by a written power of attorney attached to the proposal.
- 4.3 For each proposal, the candidates must prepare the number of copies indicated in the Special Regulations of the invitation to tender. Each technical and financial proposal must bear the inscription "ORIGINAL" or "COPY" as the case may be. In case of discrepancy between the copies of the proposals, it is the original copy that shall be considered as authentic.
- 4.4 Candidates must put the original and all the copies of the administrative documents listed in the Special Regulations in one envelope bearing the inscription "ADMINISTRATIVE DOCUMENTS", the original and all the copies of the technical proposal in an envelope clearly bearing the inscription "TECHNICAL PROPOSAL" and the original and all the copies of the financial proposal in a sealed envelope clearly bearing the inscription "FINANCIAL proposal" and the warning "TO BE OPENED TOGETHER WITH THE TECHNICAL PROPOSAL" Candidates should then put all the three (03) envelopes in the same sealed envelope which bears the address where the proposals are deposited and the information indicated in the Special Regulations, as well as the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

- 4.5 The bid bond may be seized:
- a) if the bidder withdraws his bid during the period of validity,
 - b) if the preferred bidder:
 - i) fails in his obligation to subscribe the contract or,
 - ii) fails in his obligation to furnish the final bond required;
 - iii) refuses to receive notification of the contract
- 4.6 The duly established administrative file, the technical and financial proposals must be submitted to the address indicated not later than the date and time stated in the Special Regulations. Any proposal received after the deadline for submission of proposals shall be returned to the sender unopened.
- 4.7 As soon as the time-limit for the submission of proposals expires, the administrative and technical files are opened by the Tenders Board. The financial proposal remains sealed and is handed over to the chairperson of the competent Tenders Board who keeps it until the session for the opening of financial proposals.

5. Evaluation of proposals

General

- 5.1 Bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for issues having to do with their bids between the opening of bids and the award of the contract.
- 5.2 Any attempt made by any bidder to influence the proposals of the Tenders Board relating to the evaluation and comparison of bids or decisions of the Contracting Authority in view of the award of a contract may lead to the rejection of his offer.

Evaluation of technical proposals

- 5.3 The Evaluation sub-committee set up by the Tenders Board , evaluates the technical proposals on the basis of their compliance with the Terms of Reference, with the help of evaluation criteria, sub-criteria (generally, not more than three per criterion) and of the points system specified in the Special Regulations. Each compliant proposal is attributed a technical score (Ts). A proposal is rejected at this stage if it does not satisfy the important aspects of the Terms of Reference or does not obtain the minimum technical score mentioned in the Special Regulations.
- 5.4 At the end of the evaluation of the technical quality, the Contracting Authority notifies the bidders whose proposals did not obtain the minimum quality score that their proposals were not retained; their financial proposals are returned to them at the end of the selection process unopened. At the same time, the Contracting Authority notifies candidates who obtained the minimum qualification score and informs them of the date, time and venue of the opening of the financial proposals. This notification may be addressed to them by registered mail, fax or electronic mail.

Opening and evaluation of financial proposals and complaints

- 5.5 The financial proposals are opened by the Tenders Board in the presence of representatives of the candidates which wish to attend. The name of the candidate and the proposed price are read out loud and entered in writing during the opening of the financial proposals. The Tenders Board takes down minutes of the session.
- 5.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately puts at the disposal of the focal point designated by ARMP, an initialled copy of the bids submitted by bidders.
- 5.7 In case of complaint, it must be addressed to the Minister in charge of Public Contracts with copies to the body in charge of regulation of public contracts and the Project Owner or Delegated Project Owner.

It must reach within a maximum deadline of three (03) days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the complaint form duly signed by the complainant and possibly by the chairperson of the Tenders Board.

The Independent Observer shall attach to his report the sheet handed to him, with related comments or observations.

- 5.8 The Evaluation sub-committee shall determine if the financial proposals are complete (that is, if all the elements of the corresponding technical proposal have been costed; shall correct any calculation error and shall convert the prices expressed in various currencies into the currency mentioned in the Special Regulations. The official exchange rate used to this effect furnished by the Bank of Central African States (BEAC) shall be those in force on the deadline for the submission of bids. The evaluation is done without taking into account the dues, taxes and other taxes as defined in paragraph 3.7.
- 5.9 In case of quality-cost selection, the compliant lowest financial proposal (fm) shall be awarded a financial score (sf) of 100 points.

The financial scores (sf) of other proposals shall be calculated as indicated in the Special Regulations. The proposals are classified in relation to their combined technical scores (st) and financial scores (sf) after introduction of weights (T being the weight attributed to the technical proposal and P the weight attributed to the financial proposal; $T + P$ being equal to 100, as indicated in the Special Regulations. The candidate with the highest combined technical and financial score is then invited for negotiations as the potential preferred bidder.

- 5.10 In case of selection within the framework of a determined budget, the Evaluation sub-committee shall retain the consultant with the best technical proposal within the limits of the budget ("evaluated price"). The proposals above this budget shall be rejected. In case of least cost selection, the Contracting Authority shall retain the lowest proposal ("evaluated price") among those which obtained the minimum required score. In the two cases, the selected consultant shall be invited for negotiations.

6. Negotiations

6.1 Negotiations shall take place at the address indicated in the Special Regulations between the Contracting Authority and/or Project Owner and the candidate whose offer is retained, the objective being to reach an agreement on all the points and signing a contract.

In no case shall there be concomitant negotiations with more than one candidate. These negotiations which must have nothing to do with the unit prices must culminate in minutes signed by the two parties.

6.2 Negotiations shall involve discussions on the technical proposal, the proposed methodology (work plan), personnel and any suggestion made by the candidate to improve on the Terms of Reference. The Contracting Authority and/or Project Owner and the candidate shall then draw up the final Terms of Reference, the bar diagrams indicating the activities, the personnel used, and the time spent on the field and at the head office, time spent monthly on work, logistics and the regulations for writing reports. The work plan and the final Terms of Reference which were agreed upon are then integrated into the "Description of Services" which shall be part of the contract. Care should be taken to obtain as much as possible from the candidate within the limits of the budget and to clearly define the inputs which the project Owner must furnish to ensure the proper execution of the mission.

6.3 Financial negotiations especially shall aim at specifying (where need be) the candidate's tax obligations in the Republic of Cameroon and the manner in which these obligations are taken into account in the contract; they shall also integrate the agreed technical modifications into the cost of services. Except under exceptional circumstances, financial negotiations shall have nothing to do either with the rate of remuneration of the personnel (no breakdown of rates) or on other unit rates, whatever the method of selection.

6.4 Having based its choice of a candidate, among other things, on an evaluation of the proposed specialised personnel, the Contracting Authority shall be expected to negotiate the contract on the basis of the experts whose names feature on the proposal. Prior to the negotiation of the contract, the Contracting Authority shall insist on the assurance that these experts are effectively available. The Contracting Authority shall not take into account the replacement of this personnel during negotiations, except if the two parties agree that this replacement was rendered unavoidable because a major delay in the selection process or that these replacements are indispensable in the realisation of the objectives of the mission. If this is not the case and if it is established that the candidate proposed a key person without being sure of his availability, the company may be disqualified.

6.5 The negotiations shall culminate in the examination of the draft contract. The candidate and the Contracting Authority shall conclude by initialling the agreed contract. If the negotiations fail, the Contracting Authority shall invite the candidate whose bid was placed second for negotiations.

7. Award of the contract

- 7.1 Once the negotiations are over, the Contracting Authority shall award and publish the results.
- 7.2 The successful bidder is supposed to start his mission on the date and time specified in the Special Regulations.

8. Publication of results of award and petitions

- 8.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.
- 8.2 The Contracting Authority shall be bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 8.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation of public contracts shall be kept.
- 8.4 In case of complaint as provided for by the Public Contracts Code, it should be addressed to the Minister of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Project Owner and the chairperson of the Tenders Board.
It must take place within a maximum deadline of five (5) working days after publication of the results.

9. Confidentiality

No information concerning the evaluation of the bids and the recommendations for award must be communicated to the bidders who submitted a tender or any other person who was not qualified to take part in the selection procedure, as long as the award has not been notified to the successful bidder.

10. Signature of the contract

- 10.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board concerned for examination and adoption.
- 10.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 10.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

11. Final Bond

- 11.1 Within twenty (20) days of the notification by the Contracting Authority, the service provider shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 11.2 The bond whose rate varies between 2 and 5 % may be replaced by a guarantee from a banking establishment approved according to the instruments in force, with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 11.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide either a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 11.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract under the conditions laid down in the GAC.

Document No. 4:
Special Regulations of the Invitation
to Tender

Note on the Special Regulations of the invitation to tender

The aim of Document No. 4 is to help the Projected Owner or Delegated Project Owner and/or Contracting Authority to furnish specific information corresponding to the clauses of the General Regulations featuring in Document No. 2. This information must be established for each contract.

The Contracting Authority must specify in the Special Regulations of the invitation to tender the information and conditions specific to its situation, to the contract award process, to applicable rules concerning the amount and currency of the bid and to the criteria that will be used to evaluate the bids. During the preparation of this document, particular attention must be paid to the following aspects:

- a) Information which specify and complete the clauses of Document No. 2 must be included;
- b) Amendments and/or possible addenda to the clauses of Document No. 2, determined by conditions specific to the contract under consideration must also be included.

The following provisions which are specific to services forming the subject of the call for tender, complete or specify the provisions of the General Regulations of the invitation to tender.

In case of conflict, the following provisions take precedence over the General Regulations of the invitation to tender. The figures of the first column refer to the corresponding article in the General Regulations of the invitation to tender.

Special Regulations of the invitation to tender

Name and address of Project Owner: _____
P.O. Box _____ Tel: _____ Fax: _____

Selection method: best bid

Name, objectives and description of the mission
Invitation to tender _____ for the subscription of insurance policies
for _____ divided into _____ lots

• Lot No. ____ : _____

The mission is in several phases: Yes or No

Visit of risks Yes or No

Conference prior to the establishment of proposals: Yes or No

The Project Owner shall furnish specific information in the Terms of Reference

The Project Owner shall envisage the need to ensure the continuity of activities
downstream Yes or No

The contractual clauses relating to fraudulent manoeuvres and corruption are the
following: _____

Clarifications may be requested ____ [Indicate the number] days before the date of submission.

The requests for clarification may be sent to the following address:

Fax: _____ E-mail _____

The proposals must be submitted in the following language(s): English or French

- i) Several bidders may be associated (co-insurance) Yes or No
- ii) Language of the mission reports: English and/or French
- iii) Other information to be furnished in the technical proposal: specify the names
and addresses of Reinsurers (treaties or possibly optional)

The management of the insurance policy (ies) in the tender file shall be ensured by
_____.

NB: The Project Owner shall be bound to specify in this tender file if he intends to have the
insurance policies managed by a broker. In this case, the broker shall be remunerated by
the insurer, pursuant to the regulations in force in the insurance sector.

Taxes: The Tax and Customs regime in Cameroon.

The element local expenditure must be in the local currency: Yes or No.

Proposals must remain valid for ninety (90) days after the deadline for submission of bids.

Bidders must submit one (1) original and six (6) copies marked as such of each proposal.

Address for submission of proposals:

The bids must reach (indicate the place and address) in a sealed envelope bearing the inscription

*“[ONIT, OIIT, RIIT or RNIT] Invitation to tender No./ CA or PO] TB
[Financial year] of/[date of signature of tender notice]
for [subject of invitation to tender]
“To be opened only during the bid-opening session”*

Financing:

To be opened only the bid-opening session”

The external envelope should contain three envelopes bearing the following inscriptions:

1. **Volume 1:** The administrative file must include the following documents:

- a. A stamped declaration of the intention to bid, signed by the legal or duly designated representative ;
- b. A certified copy of the authorisation to perform the insurance profession ;
- c. Certified copy of the business licence;
- d. Certified copy of taxpayer’s card;
- e. An attestation of solvency of less than three (3) months preceding the submission of bids issued by the Court of First Instance or any document established by the Chamber of Commerce of the country of residence of a bidder;
- f. An attestation of domiciliary bank of the bidder issued by a bank approved by the Ministry of Finance of Cameroon by a first rate foreign bank.
- g. Receipt of purchase of the Tender File
- h. Bid bond (according to attached model) of an amount of _____ CF francs and a validity of _____;
- i. Certificate of Non Exclusion from public contracts issued by the body in charge of the regulation of public contracts;
- j. A Clearance Certificate of not more than three months from the date of signature from the National Insurance Fund attesting that the bidder has paid up all obligations vis a vis the said fund;
- k. An attestation of not more than three months from the tax administration attesting that the bidder has submitted all tax returns for the current financial year;
- l. A valid certified plan and attestation of location.

N.B. All these documents must be originals or certified true copies less than three months old.

In case of co-insurance, the other co-insurers other than the leader shall submit the same documents required except for (a), (e), (h) and (i).

1. **Volume 2:** The technical file should comprise the following documents:

- a. A letter submitting the technical proposal (Table 4A);
- b. A brief description by the bidder and an insight into his recent experience in the domain of insurance (Table 4B);

- c. A description of the methodology and work plan proposed to accomplish the mission (Table 4D). A detailed description of services to be provided especially the general and special conditions of the contract which the bidder intends to propose as well as special conventions relative to guarantees requested, the modalities of activating these guarantees (constitution of the reimbursement file, deadline for submission of exclusion documents, reimbursement system, management of third-party system and possibly the mechanism of functioning of the guarantee out of Cameroon);
- d. All observations or suggestions on the services within the context of personalized management which the bidder proposes to furnish (Table 4C);
- e. The statements C4 and C11 of the _____ financial years certified by the competent services of the Ministry of Finance;
- f. Statements of C1 of _____ financial years certified by the competent services of the Ministry of Finance;
- g. Statement C10.b Table D of the last financial year certified by the competent service of the Ministry of Finance;
- h. The General Trading account of the past three financial years certified by the competent services of the Ministry of Finance;
- i. Balance sheets of the _____ financial years;
- j. Proofs of partnerships and correspondents intervening in the branch forming the subject of the invitation to tender.

Bidders should submit the duly initialled copies of administrative and technical nature governing the contract, namely:

- a. The Special Administrative Conditions (SAC)
- b. The Terms of Reference

During the preparation of the technical proposal, special attention must be paid to the following elements:

1. A statement on the understanding of the contract and possible suggestions;
2. Composition of the team proposed to manage the contract as well as the tasks assigned to each of the members;
3. References of management in a similar insurance branch;
4. The list and addresses of territorial representations;
5. A presentation of documents on the technical tools which the bidder has for the execution of services, subject of the contract;
6. A detailed description of guaranteed services;
7. A presentation of a framework of management statistics with the periodicity of production;
8. The management modalities and deadlines for settlement of claims;
9. Guarantee exclusions clearly indicated in the special conditions;
10. Ceilings of guarantees clearly indicated in the special conditions;
11. Deductible coverage clearly indicated in the special conditions;
12. Proof of a valid reinsurance treaty in a similar branch;
13. Conventions signed with _____;
14. Other facilities attached to the management of the policy;
15. Evidence of the representation of the company in regions, where applicable.

N.B. The technical bid must not contain financial information

3 Volume 3: The financial bid must include the following documents referred to in article 3(6) of the General Regulations:

In case of bidding for several lots, the bidder should present his financial bid in distinct documents for each lot.

The administrative file and the technical and financial bids must be submitted not later than the following date, hour and address: _____

The administrative documents and the technical bids will be opened by the _____ [specify] Tenders Board in the _____ hall [specify] on _____ [specify] from _____ o'clock local time [specify] in the presence of the bidders or their duly mandated representatives.

The opening of the financial bids will be done subsequently.

Any complementary information can be obtained from (specify the place and address) _____

EVALUATION CRITERIA

The bids shall be evaluated using the following criteria and sub-criteria for each lot retained by the bidder.

Eliminatory criteria:

- Absence of permit;
- Absence of bid bond
- False declaration, substitution or falsification of administrative documents;
- Technical score less than _____ on 100;
- Presence of financial information in the technical bid;
- Non respect of the obligatory minimum rate (in case of RC automobile).

Essential criteria:

Lot ____ : _____

Criteria ¹	Score (points)
General presentation of bid Structure in relation to the stipulations of the Special Regulations Binding Legibility	[0-3]
<ul style="list-style-type: none"> • General references of bidder Seniority; • Territorial representation, where applicable • Turnover. $N_i = (CA_i / CA_{max}) * N_{max}$ $CA_{max} =$ Highest turnover $N_{max} =$ Score of the column	[3-6]

¹ For each criterion, define the sub-criteria.

CAi=Turnover of service provider i Ni= Score of service provider i See CEG	
Specific references of bidder in similar risks during the three previous years: <ul style="list-style-type: none"> Specific turnover of the branch under consideration; $N_i = (CA_i / CA_{max}) * N_{max}$ CA_{max}=Highest turnover N_{max}=Score of the column CAi=Turnover of the service provider i Ni= Score of service provider i Number of insurance policies issued in the branch Nb>=10 5=<Nb<10 0<Nb<5 Nb=0 (supporting documents statement C1, first and last pages of contracts) 	[10-15]
Detailed description of guarantees offered <ul style="list-style-type: none"> Comprehension of the ToR and suggestions Guarantees and ceiling complaint with Tender File Exclusions and disqualifications Deductibles 	[12-16]
Modalities for triggering guarantees Number of documents in claims file ; Processing deadline Payment modalities Other settlement facilities	[8-12]
Coverage of regulated commitments <ul style="list-style-type: none"> Cer>110 100=<Cer=<110 90=<Cer<100 Cer<90 Cer= rate of coverage of regulated commitments (see statement C4)	[15-25]
Coverage of solvency margin <ul style="list-style-type: none"> Cms>110 100=<Cms=<110 90=<Cms<100 Cms<90 Cms= rate of coverage of the solvency margin (see statement C11)	[10-20]
Rhythm of settlement of claims during the past five years or for the duration of existence of companies less than 5 years of age $N_i = (CRS_i / CRS) * N_{max}$ CRS= average of rhythm of settlement of the highest claim during the period N _{max} =Score of the column CRSi= average of rhythm of settlement of claims of bidder i Ni= Score of service provider i (see statement C10.b table D)	[10-20]

Coverage of re-insurance in the branch under consideration	[5-10]
<ul style="list-style-type: none"> • Currently valid treaties • Capacity of treaty 	
	100

The required minimum score is _____ /100. And only financial bids of bidders who attained this threshold shall be opened.

The financial score (**NF**) shall be calculated according to the formula:

$$NF = (Mn \times 100)/M$$

Where Mn is the amount of the complete, compliant and lowest bid made by the bidder.

The final score (ND) of the bid by bidder shall be obtained using the formula: $ND = \text{_____ NT} + \text{_____ NF}$.

In view of a better examination, evaluation and comparison of bids, the Board may request a bidder to provide supplementary information on his bidder.

In the case where the bidder has the best offer for lots _____, he shall be awarded the first _____ of his list of preference given in his financial bid.

If there are negotiations, they shall be at the following address:

Tel :

Fax :

P.O Box :

The start of execution of the services is set at _____ .

Document No. 5: Technical proposal

SUMMARY

4A. Letter submitting the technical proposal

4B. Candidate's references

4C. Candidate's observations and suggestions on the terms of reference and data, services and installations to be supplied by the Project Owner

4D. Description of the methodology and work plan proposed to accomplish the mission.

Letter submitting technical proposal

(Place, date)

To

Contracting Authority

We, the undersigned, are pleased to propose our services for the subscription of insurance policies of _____ in accordance with your Tender Files dated _____ and with our proposal. We hereby present our Technical Proposal for (specify the lot(s), where possible).

If negotiations take place during the validity period of the proposal, that is, before _____, we are committed to negotiate on the basis of the personnel proposed. To us, our proposal has force of law subject to the modifications resulting from the negotiation of the contract.

We know you are not bound to accept any proposal received.

Yours sincerely /-

Signature of empowered representative:
Name and capacity of signatory:
Address:

4B. Candidate's references

Services rendered during the (indicate the number from 1 to 5) past years which best illustrate your qualifications.

Using the formula below, indicate the information required for each relevant mission which your company obtained by contract, either alone or as one of the main partners in a group. .

Name of Mission :	Country:
Place:	Specialized personnel supplied by your company/body (profiles) :
Name of client	Number of employees who took part in the mission :
Address:	Number of months of work;
Deadline:	Duration of Mission :
Commencement date : Completion date (month/year (month/year)	Approximate value of services (in CFA francs exclusive of taxes :
Name of possible associated service providers/partners	Number of work months Specialists furnished by associated service providers:
Name and functions of officials (Director/Coordinator of project, Team Leader) :	
Description of the project:	
Description of services effectively rendered by your personnel:	

Name of candidate: _____

Produce proofs

4C. Observations and suggestions of consultant on terms of reference and data, services and installations to be furnished by the Project Owner

On the terms of reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On data, services and installations to be furnished by the Project Owner:

- 1.
- 2.
- 3.
- 4.
- 5.

4D. Description of methodology and work plan proposed to accomplish the mission

Document No. 6: Financial proposal

(MODEL TABLES)

5A: Letter of submission of financial proposal

5B: Schedule of unit prices

5C: Schedule of bill of quantities and estimates

5A : Model letter submitting financial bid

(Place, date)

To

Contracting Authority

We, the undersigned, are pleased to propose our services for the subscription of insurance policies of _____ in accordance with your Tender File dated ----- and with our proposal.

We hereby present our financial proposal for lot(s) classified by order of preference (indicate the amount(s), lot(s), where applicable)

Financial bid of lot No. _____

	Firm phase	Conditional phase (s)	Firm and conditional phases
Amount EVAT			
VAT			
Amount inclusive of all taxes			
AIR			
Net to be paidr			

If negotiations take place during the validity period of the proposal, that is, before _____, we are committed to negotiate on the basis of the personnel proposed. To us, our proposal has force of law subject to the modifications resulting from the negotiation of the contract.

We know you are not bound to accept any proposal received.

Yours sincerely/-

Signature of empowered representative
Name and capacity if signatory:
Address:

5B : MODEL OF SCHEDULE OF DISTRIBUTED INSURANCE PREMIUMS, FOR INFORMATION

LOT N° _____

Risks	Groups	Number	Net premium per head

Groups	Number	Insured risks	Guaranteed capital per head	Net premium per head

Annexes :

LIST OF GUARANTEES PER VEHICULE FOR EXAMPLE

N°	Characteristics of vehicles							Value (CFA F)		Guarantees subscribed									
	Make & Model	Reg.	Power	Energy	Seats	Cat.	Usage	Put into circulation	New	Market value	RC/RT I	All accident damages	Fire	Theft & partial theft	Broken window and lights	Defence & Remedies	Individual passenger accident	Driver insurance	Etc.

LIST OF VEHICLES TO BE INSURED IN _____

Make	Registration	Power	Energy	Number of seats	Place of assignment.	Circulation zones	Usage	Date of purchase	Shop value (in CFA F)	Market value(in CFA F)

- Claim rate of the past five years by type of insurance requested
- The last report of the risk visit
- Scale of care indicating the minima

- List of infrastructure, their content and value

- Annual turnover of company
- Personnel payroll

Document No. 7: Terms of Reference (ToR)

This aim of this invitation to tender is to choose an insurance company for the subscription of insurance policies.

The services to be tendered for are divided into the following lot(s):

LOT No. _____ :

The _____ has, within its policy of _____, decided to subscribe for _____, an insurance policy grouping _____ for _____ financial year(s).

Schedule : _____

Targets: _____

Territoriality of guarantees: _____

Rate of reimbursement _____

Description of services and ceilings: _____

*[National] [Open or Restricted] Invitation to tender No...../[Type : AONO ou AONR]
[Contracting Authority] PO/TB [Financial year] of [Date of signature of the invitation to tender] for
[Subject of the invitation to tender]*

Financing:

LOT _____ :

**Document No. 8:
Special Administrative Conditions**

Note on the Special Administrative Conditions

The provisions of the Special Administrative Conditions express all the rights and obligations of the parties.

During the preparation of document No. 4, special attention must be paid to the following aspects:

- a. All the information necessary to supplement the articles of the General Administrative Conditions;
- b. Additional modifications and/or provisions to those of the General Administrative Conditions necessary for the contract in question.

In all cases where the provisions are in conflict, those of the Special Administrative Conditions shall prevail over those of the General Administrative Conditions.

The article number in the GAC to which reference is made in the SAC is indicated in brackets. The other conditions of the GAC which do not feature in the SAC shall evidently remain within the context of the execution of the contract.

The model clauses of the SAC are a framework of the provisions which the Contracting Authority and Project Owner should follow to prepare each Tender File and draft contract.

The instructions necessary to fill the SAC are given in italics with a framework.

SUMMARY

CHAPTER I : General

Article 1	Subject of the contract
Article 2	Procedure of award of contract
Article 3	Definitions and duties
Article 4	Language, law and applicable regulations
Article 5	Constituent documents of the contract
Article 6	General applicable instruments
Article 7	Communication
Article 8	Administrative Orders
Article 9	Contracts with conditional phases
Article 10	Equipment and personnel of the Insurer

CHAPTER II: Financial conditions

Article 11	Guarantees and bonds
Article 12	Amount of the contract
Article 13	Place and method of payment
Article 14	Variation of premiums
Article 15	Premium revision formulae
Article 16	Premium updating formulae
Article 17	Advances
Article 18	Settlement of services
Article 19	Interests on overdue payments
Article 20	Penalties
Article 21	Final detailed payment
Article 22	General and finalm detailed payment
Article 23	Tax and customs regime
Article 24	Stamp duty and registration of the contract

CHAPTER III: Execution of services

Article 25	Description of services
Article 26	Execution deadline of the contract
Article 27	Obligations of the Project Owner
Article 28	Obligations of the Insurer
Article 29	Execution programme
Article 30	Authorization of personnel
Article 31	Sub-contracting

CHAPTER IV : ACCEPTANCE OF SERVICES

Article 32	Monitoring and Acceptance Commission
Article 33	Acceptance of services

CHAPTER V: Sundry provisions

Article 34 Case of force majeure
Article 35 Modifications of the contract
Article 36 Differences and disputes
Article 37 Termination of the contract
Article 38 Preparation and dissemination of the contract
Article 39 Domicile of insurer
Article 40 and last: Entry into force of the contract

CHAPTER I : GENERAL

Article 1 : Subject of the contract

The aim of this contract is the subscription by _____ of an insurance policy _____ grouping the insurance _____ for _____ from ___ to _____ for the ____ financial year(s)

Article 2 : Procedure of award of the contract

This contract shall be awarded according to _____ invitation to tender.

Article 3 : Definitions and duties

3.1 General definitions (Cf. Public Contracts Code)

- The Contracting Authority shall be----- . He shall award the contract the contract, ensure the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Authority in charge of the effective provision of the services is the Ministry in charge of Public Contracts.
- The Project Owner /Delegated Project Owner shall be:_____. He represents the subscription administration of the services.
- The Contract Manager shall be_____ . He shall ensure respect of the administrative, technical and financial conditions and contractual deadlines.
- The Contract Engineer shall be _____ .. He shall be responsible for the technical monitoring of the contract. He renders account to the Contract Manager.
- The Project Manager of this contract shall be_____
- The Ministry of Public Contracts or its competent sub-structure shall ensure the control of compliance of execution of the contract and issue the required prior endorsement.

3.2 Security

- The authority in charge of ordering payment shall be_____
- The authority in charge of the clearance of expenditures shall be_____
- .The body or official in charge of payment shall be_____
- The official competent to furnish information within the context of execution of this contract shall be _____.

Article 4: Language, applicable law and regulation

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

4.2 The Insurer shall be bound to observe the treaties, laws and regulations in force in Cameroon both within his own organization and in the execution of the contract.

If the treaties, laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the contract (Article 8 of GAC)

The constituent contractual documents of this contract are in order of priority are:

1. The tender or commitment letter;
2. The Insurer's proposal and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Terms of Reference;
3. The Insurance Contract;
4. This Special Administrative Conditions (SAC);
5. The Terms of Reference or description of services;
6. The particular elements necessary for the determination of the contract price, such as, in order of priority: the schedule of unit premiums, the statement of all-in prices and the sub-details of prices;
7. Order No. 33/CAB/PM of 13 February 2007 to lay down the provisions of the General Administrative Conditions applicable to Works, Supplies and Intellectual Services contracts;

Article 6: General applicable instruments

This contract shall be subject to the following general instruments:

1. The CIMA Code;
2. The OHADA Treaty;
3. Decree No.2012/075 of 8 March 2012 on the organization and functioning of the Ministry of Public Contracts;
4. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
5. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
6. Circular No. 002/CAB/PM of 31 January 2011 relating to the improvement of the performance of the public contracts system;
7. Decree No, 2004/275 of 24 September 2004 to institute the Public Contracts Code and its enabling instruments;
8. Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency amended and supplemented by Decree No. 2012/076 of 8 March 2012;
9. Decree No 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
10. Circular _____ relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies for the ___ financial year
11. Applicable standards;
12. Other instruments specific to the insurance domain.

Article 7 : Communication

All communications within the framework of this contract shall be written and notifications sent to the following address:

- a. *In the case where the service Insurer is the addressee:*
Correspondences shall be validly sent to its address or failing that to the _____ council;
- b. *In the case where the Project Owner is the addressee:*
Sir/Madam _____ P.O. Box _____, Tel: _____ Fax: _____ with a copy addressed to the Contract Manager, and Contract Engineer, where need be, within the same deadline.
- c. *In the case where the Contracting Authority is the addressee:*
Sir/Madam _____ with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

Article 8 : Administrative Orders

The various Administrative Orders shall be established and notified as follows:

- 8.1 The Administrative Order to start execution shall be signed by the Contracting Authority [and notified to the Insurer by the Project Owner with a copy to the Contract Manager.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with a financial incidence or likely to modify the deadline or the objective, shall be signed by Contracting Authority and notified to the Insurer by its services with a copy to the Project Owner, the Contract Manager and Engineer .
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the services and without financial incidence shall be signed directly by Contract Manager and notified to the Project Manager or Contract Engineer where applicable.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified by the Contract Manager with a copy to the Contracting Authority
- 8.5 Administrative Orders for suspension or resumption coverage because of force majeure shall be signed by the Contracting Authority and notified by his services to the Insurer with a copy to the Project Owner, Contract Manager, and Contract Engineer.
- 8.6 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the Insurer of executing the Administrative Orders received

Article 9: Contracts with conditional phases

- 9.1 The contract shall be in _____ phases
 - A firm phase: from _____ to _____
 - A conditional phase: from _____ to _____.

At the end of a phase, the Project Owner shall carry out the acceptance of the services and issue an attestation of proper execution to the Insurer. This attestation shall determine the start of the following conditional phase.

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [specify]

Article 10: Insurer's equipment and personnel

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Project Owner or Contract Manager. In case of modification, the Insurer shall propose a member of staff of equal competence or equipment of similar performance and good working order.
- 10.2 In any case, the list of the supervisory staff to be used shall be subject to the approval of the Project Manager within ____ days following notification of the Administrative Order to commence execution. The Project Manager or Engineer has ____ days to notify in writing his opinion with a copy to the Contract Manager. Beyond this deadline, the lists shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the proposed equipment and personnel prior to and during the execution of services shall be a reason for termination or application of penalties.
- 10.4 The Insurer shall use the appropriate equipment proposed in his plan of action for the proper execution of the services according to standards.
- 10.5 Any modification shall be notified to the Contracting Authority.

CHAPTER II: FINANCIAL CONDITIONS

Article 11 : Guarantees and bonds .

11.1 Final bond

The final bond shall be set at _____ of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the approval of the services on the basis of a report drawn up to this effect following a release issued by the Contracting Authority upon request by the Insurer.

11.211.2 Performance bond

The retention fund shall not be required for services and intellectual services contracts.

11.311.3 Guarantee of start-off advance

No start-off advance shall be granted to the Insurer. .

Article 12: Amount of the contract (GAC supplemented)

The amount of this contract is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment

13.1 The Project Owner shall release the sums due in the CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the Insurer in the _____ bank.

13.2 For payments of the amount inclusive of all taxes shall be in accordance with the provisions of article 30 (new) of the CIMA Code. Payment shall be in CFA francs.

Article 14 : Variation of premiums

Premiums shall be firm and non revisable subject to the variation of premiums linked to the evolution of risks and branches for which a provisional premium has been paid, the real data of the risk being known only at the end of the financial year. .

Article 15: Premium revision formulae

The premium revision formula shall be the following: L(to be specified by the bidder in his bid).

Article 16: Premium updating formulae

The updating of premiums shall not exist within the context of this contract.

Article 17 : Advances

Does not apply

Article 18 : Payment of services

The sums due he Insurer shall be paid upon presentation of a bill in five (5) copies including the original stamped accordingly.

The amount to be paid the Insurer shall be as follows:

- 98.9% paid directly into the account of the Insurer;
- 1.1% paid into the Public Treasury as AIR due by the Insurer.

These figures are likely to change depending on the regulations in force.

The Engineer has seven (7) days to transmit to the Contract Manager the detailed accounts he has approved.

The Contract Manager has a deadline of fourteen (14 days maximum) to sign the detailed accounts.

Article 19 : Interests on overdue payments

Possible interests on overdue payments shall be due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

Article 20 : Penalties

A. Penalties for delay

20.1 The amount for penalties for delays shall be set as follows:

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

The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

B. pénalités spécifiques

Independently of penalties for overrun of contractual time-limit, the contract may provide for the following special penalties for the non observation of the technical provisions especially the late submission of final bond or the delay in the execution of certain important services.

(Indicate if need be)

Article 21: Final detailed account

Non applicable

Article 22 : General and final detailed account

Non applicable

Article 23: Tax and customs regulations

Decree No. 2003/651 of 16 April 2003 lays down the conditions for implementing the tax regulations and customs procedures applicable to public contracts.

These elements must be included in the costs which the Insurer imputes on his running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT inclusive.

Article 24: Stamp duty and registration of the contract

Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

CHAPTER III : EXECUTION OF SERVICES

Article 25: Description of services

The description of services forming the subject of this concerns an insurance policy _____ grouping the insurance _____ for a period covering:

- Firm phase: from _____ to _____ ;
- Conditional phase: from _____ to _____.

Article 26 : Contract execution period

26.1 The period of execution of the services forming the subject of this contract shall be _____ months , divided as follows:

- Firm phase: from _____ to _____ ;
- Conditional phase: from _____ to _____.

26.2 This period runs from the date of notification of the Administrative Order to commence execution of services.

Article 27 : Obligations of the Project Owner

27.1 The Project Owner shall be bound to furnish the Insurer with information necessary for the execution of his mission and to guarantee him, at the cost of the Insurer, access to sites of _____

27.2 The Project Owner shall ensure the Insurer protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

Article 28 : Obligations of the Insurer

28.1 The Insurer shall execute the services and fulfil his obligations in a diligent, efficient and economic manner in accordance with the standards, techniques and practices generally accepted in his domain of activity.

28.2 The service provider is bound by professional secrecy in relation to third parties with regard to information, knowledge, documents gathered or brought to his knowledge during the execution of the contract.

Article 29: Execution programme

The execution programme must be in compliance with the terms of reference.

Article 30: Approval of personnel

Non applicable

Article 31: Sub-contracting

Non applicable

CHAPTER IV: ACCEPTANCE OF SERVICES

Article 33: Monitoring and Acceptance Commission

The acceptance of the services shall be at _____ by the Monitoring and Acceptance Commission ensured by a committee set up by the Project Owner.

32.1 Composition

1. The representative of the Project Owner, chairperson;
2. The MINMAP representative (where applicable); member;
3. Contract Manager, member;
4. The Engineer, member;

Members of the Commission shall be convened by mail for acceptance within a deadline of [indicate the number of days] before the date of acceptance.

32.2 Monitoring of services

The monitoring of the services shall be done daily by the Contract Engineer.
The Insurer shall submit quarterly monitoring reports to the Monitoring and Technical Acceptance Commission with copies to the Contracting Authority and Project Owner.

Article 33 : Acceptance of services:

The acceptance of the services shall be done at the end of the contract by the Commission referred to in article 32. On the basis of monitoring reports mentioned above, the Commission shall make a pronouncement on the services executed and shall draw up an acceptance report on the spot.

At the end of this acceptance, the Contracting Authority shall return the final bond to the Insurer.

An evaluation of the ended contract shall be done at the behest of the Contracting Authority.

CHAPTER V: SUNDRY PROVISIONS

Article 34 : Case of force majeure

Force majeure shall be understood as any unforeseen and irresistible event that prevents the Insurer from fulfilling all or part of his contractual obligations.

Cases of force majeure should be brought to the attention of the Project Owner within 72 hours of their occurrence. Beyond this deadline, no claim shall be admitted.

In any case, it is up to the Project Owner to have the cases of force majeure raised evaluated by a commission set up to this effect.

Article 35: Modification of the contract

The provisions of this contract can be modified only by way of additional clauses.

Article 36 : Disagreements and disputes

Any dispute between the contracting parties within the context of the execution of this contract shall be the subject of an attempt at amicable conciliation.

Failing an amicable solution, the said dispute shall be brought before the jurisdictions provided for in article 30 of the CIMA Code.

Article 37 : Termination of the contract

This contract may be terminated as provided for in articles 13,15, 17, 21, 23, 25, 40 and 41 of the CIMA Code and section III Part IV of Decree No.2004/275 of 24 September 2004 and equally under the conditions laid stipulated in articles 42, 43, 44, 45, 46 and 47 of the GAC.

Article 38: Production and dissemination of this contract

Twenty (20) copies of this contract shall be produced at the cost of the service provider and furnished to the Contract Manager.

Article 39 : Domicile of the Insurer

The Insurer elects domicile at.....

Article 40 and last : Entry into force of the contract

This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the Insurer by the Contracting Authority.

Document No. 9: Model contract

CONTRACT No. _____ **of** _____

Awarded after Invitation to tender No. _____ of _____

HOLDER OF CONTRACT: _____ *[indicate the holder and his full address]*

P.O. Box 0000 ____, Tel____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer's No. _____

SUBJECT OF CONTRACT: Subscription of insurance by _____

Lot No. 1: _____

Place _____

Execution period: from _____ to _____

AMOUNT OF CONTRACT:

AMOUNTS	FIRM PHASE (From _____ to _____)	CONDITIONAL PHASE from _____ to _____)
EVAT		
IAT		
AIR		
NET TO BE PAID		

Financing/ _____ Financial year(s)

Budget head

DELIVERY DEADLINE: _____ *[In days, weeks, months or years]*

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

BETWEEN: The Contracting Authority”,

On the one hand, represented by

And:

_____ **Insurance Company**

P.O. Box _____ at _____ Tel _____ Fax: _____

Business Registry No. _____

Taxpayer's No. _____

Represented by Mr./Mrs. _____ its General Manager
Hereinafter referred to as **“The Insurer”**

On the other hand,

It has been agreed and settled as follows:

SUMMARY

Part I: Special Administrative Conditions (SAC);

Part II: Term of Reference

Part III : Schedule of unit prices

Part IV : Details or detailed estimates

Page.... and last page of **CONTRACT No.** _____ of _____ awarded
 after invitation to tender No. _____ of _____

With _____

Subscription of insurance policy (ies) by _____

Lot No. _____

EXECUTION PERIOD: For _____ to _____

Amount of the CFA F:

AMOUNTS	FIRM PHASE (From _____ to _____)	CONDITIONAL PHASE from _____ to _____)
EVAT		
IAT		
AIR		
NET TO BE PAID		

<p>Read and accepted by the Insurer</p> <p>(place of signature) _____ (date)</p>
<p>Contracting Authority</p> <p>(place of signature) _____ (date)</p>
<p>Registration</p>

**Document No.10:
Model documents to be used by
bidders**

Note on the model documents to be used

The bidder must fill and present with his bid the model bid bond in conformity with the provisions contained in the Tender File.

He must furnish a bid bond using the model presented in this document. The draft contract must include all the corrections and modifications done on the retained bid resulting from corrections of errors, the choice of an alternative bid, acceptance of variations judged acceptable or any other mutually acceptable modification allowed by the Tender File, such as a change of the key personnel, execution schedule of services etc.

Model final bonds must not be filled during the preparation of bids. Only the retained bidder shall be invited to furnish the final bond in compliance with one of the models presented in this document. Any failure by the Insurer to fulfill his obligations under this contract shall constitute a cause for seizure of the final bond provided that such breach has been established by the Project Owner. Once this guarantee is requested, the guarantor must execute without any delay.

TABLE OF MODELS:

Annex No.1: Declaration of intention to bid

Annex No. 2: Model bid bond

Annex No. 3: Model of final bond

Annex No. 1 : Declaration of intention to bid (to be stamped)

I, the undersigned,

Nationality:

Domicile :

Function:

By virtue of the powers conferred on me _____, after taking cognisance of the Tender File _____ No. _____ of _____ for the subscription of insurance policy(ies) of _____.

Declare by the present, the intention to bid for this invitation to tender

Done in _____ on _____

Name, signature and stamp of the Insurer

Annex No. 2: Model bid bond for lot No. _____

Whereas (name of bidder) _____ hereinafter referred to as the “bidder” has submitted his bid on _____ for (name and/or description of services°, hereinafter referred to as “the bid”).

We [*name and address of the bank or insurance company approved to grant bonds*], of (name of country) with head office at [*bank’s address*] hereinafter referred to as “the bank or insurance company” hereby declare to guarantee payment to the Contracting Authority of the full amount of _____ CFA francs, binding itself, its successors and assignees.

Signed and authenticated by the bank at _____, on _____

The conditions of this commitment are as follows:

1. If the bidder retires his bid during the validity period specified by him in the tender file;
2. If the bidder, having been notified of the of the bid by [indicate Contracting Authority] during the validity period:
 - a. Fails or refuses to sign the contract, even though required to do so;
 - b. Fails or refuses to furnish the performance bond for the contract as provided for by the instructions to bidders;

We commit ourselves to pay to [indicate Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the first written request, without [the Contracting Authority] having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by [indicate Contracting Authority] to cause it to take effect should reach the bank before the end of this validity period.

Annex No. 3: Model final bond

Financial establishment:

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner and his address]* Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ *[name and address of company]*, hereafter referred to as "Insurer", has committed himself, in execution of the contract referred to as "the contract", to insure _____.

Whereas it is stated in the contract that the Insurer shall entrust to the Project Owner a final bond of an amount equal to _____ of the amount of the corresponding phase of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to give the Insurer this bond,

We, _____ *[name and address of financial establishment]* represented by _____ *[name of signatories]*, hereinafter referred to as "financial establishment", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Insurer has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment or raise any contests for whatever reason, any amount up to the sum of _____ *[in figures and words]*.

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

This final bond shall enter into force as soon as it is signed and as soon as the Contracting Authority notifies the service provider of the approval of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the services.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment formulated by the Project Owner by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the financial establishment during the period of validity of this commitment.

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

Signed and authenticated by the financial establishment at _____ on _____

[Signature of the financial establishment]

Document No. 10: Justifications of preliminary studies

[To be filled systematically by the Contracting Authority or Delegated Contracting Authority depending on the nature of services to be executed and in compliance with the indications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts].

Note on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, prior to commencing the procedure to award contracts or refer to the competent Tenders Board, ensure that draft tender files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex No. 1 accompanied by justifications of the said studies.

Document No. 12:
**List of banking establishments
and financial bodies authorised to
issue bonds for public contracts**

BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

II- Insurance companies

14. Chanas Insurance;
15. Activa Insurance