

***[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 SERVICES AND INTELLECTUAL SERVICES  
(CONSULTANCIES)**

**JUNE 2014**



# Preface

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

*It includes:*

**Document No. 1:** *The letter of invitation 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:** *Special Administrative Conditions (SAC) which treat the execution of the contract and the related payments;*

**Document No. 6:** *Terms of reference or description of services;*

**Document No. 7:** *Model tables for technical bids;*

**Document No. 8:** *Tables for financial offers;*

**Document No. 9:** *The model contract;*

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

**Document No. 11:** *Forms for 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 “the name of the Contracting Authority”, the Project Owner or the address for the withdrawal of the Tender File (TF) 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 schedule and detailed bid are not part of the tender file; but they contain instructions which the Contracting Authority must strictly follow. The final document must not contain any footnote.*
- c ) Forms included in document No. 10 must be filled by the bidder and footnotes which appear there are to be preserved because they contain instructions for the bidder or the service provider.*
- d) Evaluation criteria of bids and the various methods of evaluation featuring in the General Regulations must be the profoundly examined. Only those retained for the contract 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.*

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# Document No. 1: Letter of invitation to tender

## **Note on the letter to pre-qualified candidates**

In accordance with article 45 of the Public Contracts Code, *“Intellectual service contracts shall cover activities whose subject is principally of intellectual nature, the predominant element of which is not physically quantifiable. They include especially studies, project management and computer assistance services. They shall be awarded after competitive bidding by pre-qualified candidates in accordance with the provisions of article 12 of this Code”*.

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]

Sirs/Mesdames

1. We are 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. We are 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-qualified<sup>1</sup>).
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:

No.	Names of pre-qualified suppliers	Addresses
1		
2		

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]



# Document No. 2: Tender notice

## 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 comprise notably: (item or volume of services)

**3. Execution deadline**

The maximum deadline provided by the Project Owner or Delegated Contracting Authority for the execution of the services forming the subject of this invitation to tender is [*indicate the deadline per lot, where necessary*].

**4. Lots**

The services are divided into.....lots as follows.

**5. Estimated cost**

The estimated cost after preliminary studies is..... [*in case of lots, indicate the cost per lot*]

**6. Participation and origin**

Participation in this invitation to tender is open to [*specify the quality of the bidders concerned*] or is restricted to [*list of the pre-qualified*]

**7. Financing**

Supplies which form the subject of this invitation to tender shall be financed by [*funding source*]\_\_\_\_\_ financial year, budget head No. \_\_\_\_\_ .

**8. Bid bond**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of [*indicate the fixed sum in CFA francs for each lot, if need be. It is set at 2 % of the estimated amount, all taxes inclusive, of the contract in accordance with the Order in force, the Contracting Authority and the conditions of the invitation to tender*] and valid for thirty (30) days beyond the date of validity of bids.

**9. 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.

**10. 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].

#### **11. Admissibility of bids**

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced 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.

#### **12. 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:

**Invitation to tender No.** ...../Type: ONIT, OIIT, RIIT or RNIT] [ CA or DCA] CPM/ [Financial year] of/[date of signature of tender notice] for [subject of invitation to tender]

**“To be opened only during the bid-opening session”**

#### **13. Opening of bids**

The bids shall be opened in two phases. The opening of the administrative file and the technical bid shall first take place followed by the opening of the financial bids of bidders who obtained the required minimum technical score.

The opening of administrative documents and the technical bids on \_\_\_\_\_ at \_\_\_\_\_ o'clock local time by the [Contracting Authority] Tenders Board situated at \_\_\_\_\_

Only bidders may attend or be represented by a duly mandated person.

[The bid-opening session must take place not later than one hour after the deadline for submission of bids set in the Tender File]

The opening of the financial bids shall take place at the end of the technical analysis and shall only concern bidders who obtained the minimum required score of [to be specified by the Project Owner].

#### **14. Execution deadline**

The maximum deadline provided by the Project Owner for the provision of the services forming the subject of this contracts is *[indicate the deadline per lot]* months

#### **15. 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].*

##### **15.1 Eliminatory criteria**

*[These criteria have as aim to identify and reject incomplete or non compliant bids with the essential conditions laid down in the Tender File concerning especially the admissibility of administrative documents and the qualification of candidates for the opening of financial bids]*

##### **15.2 Essential criteria**

*[These criteria must be detailed by sub-criteria in the Special Regulations]*

*[Indicate the technical score required for the opening of financial bids]*

Note to the Project Owner: It is up to the Project Owner to specify the eliminatory and essential criteria. A criterion cannot be both eliminatory and essential.

#### **16. Method of selection of consultant**

The consultant shall be chosen using the..... method in accordance with the procedure described in this Tender File.

#### **17. Award**

*[The Contracting Authority must specify in the Special Regulations the conditions to fulfil in order to be the preferred bidder].*

*[In case of division into lots, indicate the maximum number of lots a bidder may be awarded].*

#### **18. Validity of bids**

Bidders will remain committed to their bids for *[Indicate the duration between 60 and 90 days for ONIT and 120 days for OIIT]* from the deadline set for the submission of bids.

#### **19. Complementary information**

Complementary information may be obtained during working hours from  
[service, door number, post box, telephone, fax, e-mail].

*[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

## **Financement :**

### **1. Objet de l'Appel d'Offres**

Dans le cadre de **[à préciser]**, l'Autorité Contractante lance un Appel d'Offres [Type d'appel d'offres] pour le compte [du Maître d'Ouvrage ou Maître d'Ouvrage Délégué pour Objet de l'appel d'offres].

[Préciser en cas d'Appel d'Offres Restreint que : « Le présent appel d'offres fait suite à la sollicitation à manifestation d'intérêt N°..... du .....<sup>(6)</sup> publié le ..... dans ..... ]

### **2. Consistance des travaux**

Les travaux comprennent notamment : (poste ou volume des travaux).

### **3. Délais d'exécution**

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de [Indiquer le délai par lot le cas échéant] mois.

### **4. Allotissement**

Les travaux sont subdivisés en ..... lots ci-après définis :

### **5. Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de .....  
(en cas d'allotissement indiquer ce coût pour chaque lot)

### **6. Participation et origine**

La participation au présent appel d'offres est ouverte à [préciser la qualité des prestataires concernés] ou est restreinte à [liste des candidats préqualifiés].

### **7. Financement**

Les travaux objet du présent appel d'offres sont financés par .....  
[Source de financement] de l'exercice ..... sur la ligne d'imputation budgétaire n°.....

### **8. Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, précisant [montant forfaitaire en FCFA pour chaque lot le cas échéant ; il est au plus égal à 2% du coût prévisionnel toutes taxes comprises (TTC) du marché conformément à l'arrêté en vigueur, L'Autorité Contractante, les conditions d'appel.] et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

### **9. Consultation du Dossier d'Appel d'Offres**

Le dossier peut être consulté aux heures ouvrables  
à [Lieu de consultation du DAO (service, numéro de porte, BP, téléphone, fax, e-mail)] dès publication du présent avis.

#### 10. **Acquisition du Dossier d'Appel d'Offres**

Le dossier peut être obtenu au [Lieu de retrait du DAO (service, numéro de porte, BP, téléphone, fax, e-mail)] dès publication du présent avis, contre versement d'une somme non remboursable de ..... francs CFA [En chiffres et en lettres], payable à [Lieu de paiement des frais d'achat du DAO]

#### 11. **Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir [Lieu d'enregistrement des offres], au plus tard le [Date limite de réception des offres] à [Heure limite] et devra porter la mention :

**Avis d'Appel d'Offres** [N ou I, O ou R]  
**n°** ...../[Type : AONO, AOIO, AOIR ou AONR]  
[Autorité Contractante]/Maître d'Ouvrage/CPM/ [Exercice budgétaire]  
**du** [Date de signature de l'Avis d'Appel d'Offres]  
**Pour** [Objet de l'Appel d'Offres]

**A n'ouvrir qu'en séance de dépouillement"**

#### 12. **Recevabilité des offres**

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

(6) *Préciser le support de publication habilité (JDM, Cameroon-tribune)*

(7) *Au Trésor Public pour les Administrations publiques et Collectivités territoriales décentralisées et dans le Compte spécial CAS- ARMP n° 335988 à la BICEC pour les Etablissements publics administratifs, Entreprises du secteur public et parapublic, CUY, CUD.*

#### 13. **Ouverture des plis**

L'ouverture des plis se fera en [un ou deux] temps (l'ouverture de tous les plis se fait en un seul temps. Toutefois pour les projets complexes, notamment ceux ayant l'objet d'une procédure de préqualification, l'ouverture peut se faire en deux temps.

L'ouverture des pièces administratives et des offres techniques [et/ou] financières [technique et financière si ouverture en un temps, technique uniquement si ouverture en deux temps] aura lieu le ..... à ..... heures par la Commission de Passation des Marchés de [l'Autorité Contractante] dans la salle de ..... sise à.....

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix dûment mandatée.

*[L'ouverture de la séance de dépouillement doit se faire au plus tard une heure après celle limite de réception des offres fixée dans le Dossier d'Appel d'Offres].*

#### **14. Critères d'évaluation**

*[Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. {Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres relatives notamment à la recevabilité des pièces administratives, à la conformité de l'offre technique aux CCTP du DAO et à la qualification des candidats}.*

##### **1. Critères éliminatoires**

*Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les critères essentiels. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.*

*Il s'agit notamment:*

- Absence de la caution de soumission,
- Fausse déclaration ou pièce falsifiée,
- Non-conformité aux spécifications techniques majeures (à lister),
- Le non-respect de X critères essentiels (X supérieur ou égal à 1),
- Absence d'un prix unitaire quantifié,
- Non-conformité du modèle de soumission,

##### **2. Critères essentiels**

*Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technico-financière des candidats à exécuter les travaux, objet de l'appel d'offres. Ceux-ci doivent être déterminés en fonction de la nature et de la consistance des travaux à réaliser.*

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :

- Situation financière ;
- Expérience ;
- Personnels ;
- Matériels.

#### **15. Attribution**

*[L'Autorité Contractante doit préciser dans le RPAO les conditions à remplir pour être attributaire.]*

*[En cas d'allotissement, indiquer le nombre maximum de lots dont un candidat peut être attributaire.]*

#### **16. Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant *[indiquer la durée entre 60 et 90 jours pour les AON et 120 jours pour les AOI]* à partir de la date limite fixée pour la remise des offres.

#### **17. Renseignements complémentaires**

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à



*[service, numéro de porte, BP, téléphone, fax, e-mail].*

*[Lieu et date de signature<sup>(8)</sup>]*

*[Signature, nom et cachet (l'Autorité Contractante)]*

*Copies :*

- MINMAP
- ARMP ;
- Maître d'Ouvrage ou Maître d'Ouvrage délégué concerné ;
- Présidents CPM ;
- Affichage.

**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.

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## **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 bid and a financial bid 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 bids. To receive first-hand information on the mission and local conditions, candidates are advised, prior to submitting their offers, 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 bids 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 bids which would have been submitted.
- 1.7 Service providers shall furnish objective, impartial and professional counsel; in all circumstances, they shall defend the interest of the Project Owner without consideration of an ulterior mission and scrupulously avoid any possibility of conflict of interest with other activities or with the interests of their enterprise. Service providers must not be engaged for missions which would be incompatible with their present or past mission towards other Project Owners or which would risk making it impossible for them to execute their task to the best interest of the Project Owner.

- 1.7.1 Without prejudice to the general character of this rule, service providers shall not be bound by the circumstances stipulated hereunder:
- a) No enterprise engaged by the Contracting Authority shall supply goods and services or provide services for a project, nor shall any enterprise affiliated to it be accepted to provide advisory services for the same project. Equally, no design office engaged to supply consultancy services in view of the preparation or execution of a project nor shall any enterprise affiliated to it, eventually be admitted to supply goods, provide services or execute services linked to its initial mission for the same project (unless it is a continuation of the same project).
  - b) Neither the service providers nor enterprises affiliated to them can be engaged for a mission which, by its nature, risks being incompatible with another of its missions.
- 1.7.2 As indicated in paragraph 1.7.1(a) above, service providers may be engaged to perform service downstream where it is essential to ensure some continuity, in which case the Special Regulations must state this possibility and the criteria used in the selection of the service provider must take into account the possibility of renewal. It is exclusively up to the Project Owner to decide to execute or not the activities downstream and if in the affirmative, to determine which service provider shall be engaged to this end.
- 1.8 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;
  - 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 for the award of the contract.

- 1.9 Candidates shall communicate information on commissions and bonuses possibly paid or to be paid to agents in relation to this bids and the execution of the contract if it is awarded to the candidate, as requested in the financial bid form ((Tender Letter).
- 1.10 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 bids, 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 bids.
- 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 a 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 bids in the language(s) indicated in the Special Regulations.

### **Technical proposal**

- 3.2 During the preparation of the technical bid, 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 bid 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 bid 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 offer 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) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 4E).



- v) 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 bid 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 bid 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 to be paid eventually by the candidates in relation to their mission shall be specified in the submission letter of the financial bid (Section 5.A).
- 3.10 The Special Regulations of the invitation to tender indicates the duration of the validity of the bids 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 he intends to extend the validity of the bids, 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 bid 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 bids.

- 4.2 A representative duly authorised by the candidate must initial all the pages of the bid. This authorisation must be confirmed by a written power of attorney attached to the bid.
- 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 bid must bear the inscription "ORIGINAL" or "COPY" as the case may be. In case of discrepancy between the copies of the bids, 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 bid in an envelope clearly bearing the inscription "TECHNICAL BID" and the original and all the copies of the financial offer in a sealed envelope clearly bearing the inscription "FINANCIAL BID" and the warning "TO BE OPENED TOGETHER WITH THE TECHNICAL BID" Candidates should then put all the three (03) envelopes in the same sealed envelope which bears the address where the bids 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 offer 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 bids must be submitted to the address indicated not later than the date and time stated in the Special Regulations. Any bid received after the deadline for submission of bids shall be returned to the sender unopened.
- 4.7 As soon as the time limit for the submission of bids expires, the administrative and technical files are opened by the Tenders Board. The financial bid 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 bids.

## **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 offers 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 bids**

- 5.3 The Evaluation sub-committee set up by the Tenders Board , evaluates the technical bids 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 bid is attributed a technical score (Ts). A bid 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 bids did not obtain the minimum quality score that their bids were not retained; their financial bids 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 bids.. This notification may be addressed to them by registered mail, fax or electronic mail.

### **Opening and evaluation of financial bids**

- 5.5 The financial bids 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 bids. The Contracting Authority takes down minutes of the opening 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 petition, 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 petition 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 bids 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 bid (fm) shall be awarded a financial score (sf) of 100 points. The financial scores (sf) of other bids shall be calculated as indicated in the Special Regulations. The bids 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 bid and P the weight attributed to the financial bid;  $T + P$  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.
- 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 bid within the limits of the budget ("evaluated price"). The bids above this budget shall be rejected. In case of least cost selection, the client or Contracting Authority shall retain the lowest bid ("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 may 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 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. Signing 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. This document must be filled by the Contracting Authority before the publication of the tender file.

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.



## Clauses of the Special Regulations

1.1

### Special information

Name of beneficiary Project Owner of services\_\_\_\_\_

Selection method: quality-cost or lowest cost or selection within the framework of a determined budget\_\_\_\_\_

1.2

1.3

1.4

Name, objectives and description of the mission:\_\_\_\_\_

The work is in several phases: Yes \_\_\_\_\_ No \_\_\_\_\_ *[if yes, indicate them]*

Conference prior to the establishment of proposals: Yes \_\_\_\_ No \_\_\_\_\_ *[if yes, indicate the date, time and venue]*

Name(s), address(es) and telephone number(s) of the officials of the Contracting Authority:\_\_\_\_\_

1.5

1.7.2

1.8

2.1

The Contracting Authority shall furnish the following information:

The Project Owner envisages the need to ensure some continuity for the activities downstream: Yes \_\_\_\_\_ Non \_\_\_\_\_ *[if yes specify in the terms of reference, the scope, nature and calendar of future activities and indicate here in what way this element shall be taken into account in the evaluation].*

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 \_\_\_\_\_

3.1

3.2

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

i) Can two consultants featuring on the restricted list bid jointly? Yes \_\_\_\_\_ No \_\_\_\_\_

ii) The number of work months of the specialised personnel needed for the mission is estimated at: \_\_\_\_\_  
or in the case of selection within the context of a determined budget, the financial bid should not exceed the available budget of \_\_\_\_\_

3.3

iii) The key personnel must have the following minimum experience \_\_\_\_\_

\_\_\_\_\_  
[Indicate the title, number of years of experience, specialty]

Language(s) of the final report relating to the mission \_\_\_\_\_

3.4

3.7

3.8

4.3

4.4

iv) Is training a major factor of this element? \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

[if yes, specify]

v) Other information to be furnished in the technical proposal \_\_\_\_\_

Taxes: [specify the tax schedule of consultants: nature, sources of information]

\_\_\_\_\_  
\_\_\_\_\_

Should the local expenditure element be drawn in the local currency? Yes \_\_\_\_\_  
No \_\_\_\_\_

Bids must remain valid for \_\_\_\_\_ days [generally 60 to 90 days] after the date of submission, that is, up till \_\_\_\_\_

The consultants should submit an original and \_\_\_\_\_ *[indicate the number]* copies of each proposal:\_\_\_\_\_

*[Take account of copy to be forwarded to ARM immediately after opening of the bids]*

Address where the tenders are submitted:\_\_\_\_\_

Information to be added on the external envelope:\_\_\_\_\_

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

1. The joint bidding agreement, if need be;
2. Power of attorney, if need be;
3. Certified copy of the business licence;
4. Certified copy of taxpayer's card;
5. Certified copy of tax certificate;
6. An attestation of solvency of less than three (3) months precedinh the submission of bids issued by the Court of First Instance or any document established by the competent authority of country of residence of a foreign bidder;
7. 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.
8. Receipt of purchase of the Tender File
9. Bid bond (according to attached model) of an amount of \_\_\_\_\_ CF francs and a validity of \_\_\_\_\_;
10. Certificate of Non Exclusion from public contracts issued by the body in charge of the regulation of public contracts;

In addition, bidders installed in Cameroon should produce the following documents:

1. 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;
2. 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

In case of joint bidding each member of the group must submit a complete administrative file, documents 3, 4, 5 being furnished by the representative of the group.

3. **Volume 2:** The technical file should comprise the following documents referred to article 3.4 of the General Regulations:

1. A brief description by the candidate and an insight into his recent experience in similar missions (Table 3B). For each of them, this summary must especially indicate the nature of the proposed personnel, the duration of the mission, the amount of the contract and the share taken by the candidate;
2. All possible observations or suggestions on the Terms of Reference and statistics, services and installations to be furnished by the Project Owner (Table 3C);

3. A description of the methodology and work plan proposed to accomplish the mission (Table 3D);
4. The composition of the team proposed by specialty as well as the tasks assigned to each person and their calendar (Table 3E);
5. Signed recent curricula of the proposed specialised personnel and that of the representative of the candidate empowered to submit the bid (Table 3F). The key information must include for each the number of years of experience of the candidate and the extent of the responsibilities within the scope of the various missions during the last ten (10) years;
6. Estimates of the contribution of the staff (senior and support staff, time necessary for the accomplishment of the mission) justified by bar diagrammes indicating the work time provided for each senior staff of the team (Tables 3E and 3G);
7. A detailed description of method, personnel strength and the follow-up provided for training, if the Special Regulations specify that it a major element of the mission;
8. Any other information requested in the Special Regulations;

The technical bid must not include any financial information

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

1. The bid proper in original prepared according to the attached model, stamped at the rate in force, signed and dated;
2. Duly filled the Schedule of Unit Prices;
3. Duly filled bill of quantities and estimates;
4. Sub detail of prices and/or breakdown of all-in prices.

*N.B The various parts of the same file must obligatorily be separated by colour dividers in the original and well as in the copies in a way as to facilitate examination.*

4.6.2

5.1

5.3

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.

Any complementary information to the Contracting Authority must be sent to the following address: \_\_\_\_\_

The number of points awarded to each criterion and sub-criterion shall be the following: (*indicative values*)

**ELIMINATORY CRITERIA:**

- Absence of approval (if required in the Tender File);;
- Absence of bid bond in the administrative file
- False declaration or falsification of administrative documents;
- Technical score less than *[to be specified]* over 100;
- Presence of financial information in the technical bid.

**ESSENTIAL CRITERIA: CASE OF INTELLECTUAL SERVICE CONTRACT**

	<u>Points</u>
i) Experience of consultants, relevant to the mission	[5-10]
sub-criterion <i>[to be completed]</i>	<i>[to be completed]</i>
sub-criterion <i>[to be completed]</i>	<i>[to be completed]</i>
sub-criterion <i>[to be completed]</i>	<i>[to be completed]</i>
ii) Work plan and methodology proposed in the ToR	[20-40]
sub-criterion <i>[to be completed]</i>	<i>[to be completed]</i>
sub-criterion <i>[to be completed]</i>	<i>[to be completed]</i>
sub-criterion <i>[to be completed]</i>	<i>[to be completed]</i>
iii) Logistics	[0-20]
sub-criterion <i>[to be completed]</i>	<i>[to be completed]</i>
iv) Any other information requested in the Tender File	

Document No. 5:  
Special Administrative Conditions  
(SAC)

### **Note relating to the Special Administrative Conditions**

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

During the preparation of Document No. 5, special attention must be paid to the following aspects:

- a) All the information necessary to complete the articles of the General Conditions;
- b) The additional modifications and/or provisions to those of the General Conditions required by the contract in question.

In all cases where the provisions contradict themselves, the provisions of the Special Administrative Conditions shall take precedence over those of the General Administrative Conditions.

The number of the article of the GAC to which reference is made in the SAC is indicated in brackets. Other articles of the GAC not featuring in the SAC remain in force in the execution of the contract.

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

Necessary instructions for filling of the SAC are given in italics with a framework.

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## **Chapter I: General**

### **Article 1: Subject of contract**

The subject of the contract must be in consonance with article 1 of the GAC relating to the scope of application.

The subject of this contract shall be the \_\_\_\_\_ *[indicate]*

### **Article 2: Contract award procedure (GAC supplemented)**

This contract shall be awarded *[indicate the method of award of the contract with its references]*.

### **Article 3: Definitions and duties (article 2 of GAC supplemented)**

#### **3.1 General definitions**

- The Contracting Authority shall be *[to be specified]*  
He awards the contract, ensures 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 through the focal point designated to this effect.
- The Authority in charge of the effective provision of the services is the Ministry in charge of Public Contracts.
- The Project Owner or Delegated Project Owner shall be: *[to be specified]*. He represents the beneficiary administration of the services.
- The Contract Manager shall be *[specify]*, cf. Public Contracts Code. He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Contract Engineer shall be *[specify]*. He shall be responsible for the technical monitoring of the contract
- The Project Manager who carried out the preliminary studies: *[specify]*.
- The Project Manager of this contract shall be: *[specify]*.  
*[For intellectual services contract, specify if it refers to the Monitoring and Technical Acceptance Commission and recall the reference of the contract provision]*
- The service provider *[specify]*.

#### **3.2 Security**

This contract may be used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be: *[specify]*
- The authority in charge of the clearance of expenditures shall be *[specify]*.
- The body or official in charge of payment shall be *[specify]*

- The official competent to furnish information within the context of execution of this contract shall be *[specify]*.

#### **Article 4: Language, applicable law and regulation**

4.1 The language to be used shall be *[English and/or French]*.

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

If the 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: *(to be adapted to the nature of services)*.

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the finalized Terms of Reference or description of services;
- 3) The Special Administrative Conditions (SAC);
- 4) The Terms of Reference or description of services;
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The execution schedule or plan of action etc *[insert and indicate, where necessary the names and references]*.
- 7) The General Administrative Conditions applicable on services and intellectual services contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract *[insert and indicate, where need be, names and references]*.

#### **Article 6: General instruments in force (GAC supplemented)**

This contract shall be governed by the following general instruments *[to be adapted according to the case]*:

1. *Instruments governing the various professional bodies;*
2. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organisation and functioning of the Public Contracts Regulatory Agency*
3. *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;*
4. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
5. *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;*
6. *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;*
7. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*

8. Circular [to be indicated as applicable] 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 (specify).
9. Applicable standards;
10. Other instruments specific to the domain concerned with the contract.

#### **Article 7: Communication (Articles 6 and 10 supplemented)**

- 7.1 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 provider is the addressee:*  
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;
  - b. *In the case where the Project Owner is the addressee:*  
Sir/Madam \_\_\_\_\_ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, and Contract Engineer, where need be, within the same deadline.
  - c. *In the case where the Contracting Authority is:*  
Sir/Madam [specify] 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 (Article 7 of GAC)**

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 service provider by the Project Owner with a copy to the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the service provider with a copy to the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the services shall be signed directly by Contract Manager and notified to the service provider by the Contract Engineer or Project Manager (where applicable).
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the service provider by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the service provider 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 enterprise of executing the Administrative Orders received.
- 8.7 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from

the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

#### **Article 9: Contracts with conditional phases (GAC supplemented)**

- 9.1 [Specify if the contract has one or several phases]  
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 service provider. 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: Service provider's equipment and personnel (Article 15 of GAC supplemented)**

- 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 service provider shall have himself replaced by a member of staff of equal competence (*qualifications and experiences*).
- 10.2 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 of the contract as mentioned in article 35 below or the application of penalties *[specify]*.
- 10.3 Any modification shall be notified to the Contracting Authority.

### **Chapter II: Financial conditions**

#### **Article 11 Guarantees and bonds (GAC supplemented)**

##### ***11.1 Final bond***

The final bond shall be set at \_\_\_\_\_ *[between 2 and 5 %]* 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 date of provisional acceptance of the services, following a release issued by the Contracting Authority upon request by the service provider.

##### ***11.2 Performance bond***

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

##### ***11.3 Guarantee of start-off advance***

Specify, if need be, the rates (*20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%*) and conditions for the return of the guarantee]

## **Article 12: Amount of the contract (GAC supplemented)**

The amount of this contract as it emerges from the attached [*detail or estimates*] 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 (GAC supplemented)**

The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. \_\_\_\_\_ opened in the name of the service provider in the \_\_\_\_\_ bank.
- b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No. \_\_\_\_\_ opened in the name of the service provider in \_\_\_\_\_ bank.

## **Article 14: Price variation (Article 20 of GAC)**

14.1 Prices shall be firm or revisable [*retain one of the two options*].

- a. Payments on account made to the service provider as advances shall not be revisable.
- b. Revision shall be “frozen” upon expiry of the contractual time-limit, except in the case of price reductions.

14.2 Price updating modalities (where applicable)

*[It is not authorised to provide for price-updating where the contract includes price revision. The price is either updatable or revisable. .*

## **Article 15: Price revision formulae (article 17 of GAC)**

The prices on the unit price schedule shall be revisable by application of the following formula: [*insert the formula and define the parameters and indices to be applied*].

For each parameter, the index “0” indicates the “basic value” on the date of the month preceding that of the opening of bids.

## **Article 16: Price updating formulae (article 21 of the GAC)**

The prices on the unit price schedule are updatable by application of the following formula: [*insert, where need be, the formula and define the parameters and indices*].

Where need be, the indices are those defined for the price revision formulae.

## **Article 17: Advances (article 18 of the GAC)**

- 17.1 The Project Owner *[shall (not)]* grant a start-off advance *[equal to \_ % of the amount of the contract]*.
- 17.2 This advance whose cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 17.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
- 17.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 17.5 The possibility of granting advances must be expressly stipulated in the Tender File and the Project Owner must indicate if he is committed or not to pay advances and if yes in what capacity. .

## **Article 18: Payment for services (article 19 GAC supplemented)**

*(Indicatively, for contracts paid by unit price)*

18.1 *Establishment of services executed before the 30<sup>th</sup> of each month, the service provider and the Contract Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and likely to give entitlement to payment.*

18.2 *Monthly detailed account. No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the service provider shall hand over to the Contract Engineer two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.*

*Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of \_\_\_\_\_ and the Ministry in charge of Finance*

*Only the amount exclusive of VAT shall be paid to the contractor as follows:*

- *[100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the contractor;*
- *1.1 % paid to the public treasury as AIR due by the contractor.*
- *7.5% or 15% paid into the public treasury as TSR due by the contractor.*  
*(These rates may vary with the regulations in force).*

*The Contract Engineer has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved in a way as to be in his possession not later than the 12<sup>th</sup> of the month.*

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

Or  
(Indicatively for contracts with lump sum payments)

*Scheduling of the payment*

*Amount of detailed accounts to be paid are scheduled as follows:*

*Approval of the provisional report*

- *Within 15 days following its provisional approval* 60%
- *Approval of final report* 40%

*The detailed accounts in six (6) copies shall be presented by the service provider in CFA francs (or in CFA francs and in hard currency, where applicable) to the Contract Engineer accompanied by the request for payment.*

*The request for payment must highlight the total amount of the contract, the amount already received, the amount of the bill concerned, as well as the reimbursements made for start-off advance.*

*Payments on account take place within 30 days of the date of transmission to the competent accountant of the establishment giving entitlement to payment.*

*General detailed account- Statement of the balance after the final report, the service provider addresses to the Project Owner a request for payment of the balance in the form of a general detailed account highlighting the summary of sums already received as well as the balance due. This summary is the general detailed account.*

*Payment of the last detailed account shall be determined by submission of the final report by the service provider to the Project Owner and acceptance by the latter of the said report within a deadline of fifteen (15) clear days.*

18.3 Detailed account of start-off advance (if applicable).

**Article 19: Interest on overdue payments (Article 28 of GAC)**

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

**Article 20: Penalties for delays (Article 29 of GAC supplemented)**

**A. Penalties for delay**

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

- a. One two thousandth (1/2000<sup>th</sup>) of the initial contract amount inclusive of all taxes per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b. One thousandth (1/1000<sup>th</sup>) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

**B. Specific penalties [amount to be indicated]**

20.3 Independently of penalties for overrun of contractual time-limit, the service provider shall be liable for the following special penalties for the non observation of the provisions of the contract, especially:

- ii. Late submission of final bond;



- iii. Late submission of insurances;
- iv. Late submission of the draft execution schedule if the lateness is caused by the service provider.

#### **Article 21: Final detailed account (GAC supplemented)**

21.1 *[Indicate, where necessary, the time-limit available to the service provider to forward the draft to the Project Manager, after the date of provisional acceptance of the services].*

After completion of the services and within a maximum time-limit of \_\_\_\_\_ days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of services effectively provided and which detailed account summarises the total sums to which the service provider may be entitled as a result of the execution of the whole contract.

21.2 Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager.

21.3 Indicate the time-limit available to the contractor to return the signed final detailed account.

#### **Article 22: General and final detailed account (GAC supplemented)**

22.1 Indicate the time-limit available to the Contract Manager or the Contract Engineer to establish the general detailed account and forward to the service provider.

22.2 The Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

- the final detailed account,
- the balance
- the summary of monthly payments on account.

The signing of the general and final detailed account without reservation by the service provider definitely binds the two parties, puts an end to the contract, except with regard to interest on overdue payments.

22.3 Indicate the time-limit available to the service provider to return the signed final detailed account.

#### **Article 23: Tax and customs regulations (GAC supplemented)**

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 undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT included.

#### **Article 24: Stamp duty and registration of contracts (article 20 of GAC)**

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

## **Chapter III: Execution of services**

### **Article 25: Nature of services**

*(To be specified cf. Terms of Reference)*

### **Article 26: Execution time-limit of the contract (article 20 of GAC)**

26.1 The time-limit for the execution of the works forming the subject of this contract shall be: *[to be specified]* months *[in figures and letters]*.

*[Indicatively, valid for contracts paid in lump sum]*

- *Evaluation and production of provisional report \_\_\_\_\_ days*
- *Observations of the Contracting Authority \_\_\_\_\_ days*
- *Production of final report and approval by the Contracting Authority \_\_\_\_\_ days.*

26.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the service *[or that fixed in this Administrative Order- to be specified]*.

### **Article 27 Responsibilities of the Project Owner (GAC supplemented)**

27.1 The Project Owner shall be bound to furnish the service provider with information necessary for the execution of his mission and to guarantee, at the cost of the service provider, access to sites of projects.

30.2 The Project Owner shall ensure the service provider 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: Responsibilities of the service provider (CAG supplemented)**

28.1 The service provider 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 During the duration of the contract, the service provider shall not be committed directly or indirectly in professional or contractual activities likely to compromise his independence in relation to the mission devolving on him.

28.3 In case of conflict of interest caused by a member of his mission team, the service provider shall indicate it in writing to the Contracting Authority and must replace the expert in question involved in the project or contract.

Conflict of interest shall be understood as any situation in which the service provider could benefit directly or indirectly from a contract awarded by the Contracting Authority by whom he is consulted or any situation in which he has personal or financial interests sufficient to compromise his impartiality in the accomplishment of his functions or likely to affect his judgment unfavourably.

28.4 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.

In this regard, documents established by the service provider during the execution of the contract cannot be published or communicated without the approval of the Contracting Authority.

28.5 During the submission of the final report, the service provider shall be bound to return all documents borrowed the Contracting Authority.

28.6 During the execution of the contract and for six (6) months after, the service provider as well as his associates and sub-contractors shall refrain from providing goods or services to the Contracting Authority resulting from the services or closely related to them (except for the performance of the services or its continuation).

28.7 The service provider shall bear the professional costs and coverage of risks or illness or accident within the context of his mission.

28.8 The service provider shall not modify the composition of the team proposed in his technical bid without the written approval of the Contracting Authority.

#### **Article 29: Insurance (GAC supplemented)**

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (*to be adapted*):

- *Liability insurance, business manager;*
- *Insurance covering its ten-year obligation, where necessary.*

#### **Article 30: Execution programme (GAC supplemented)**

Within a minimum deadline of [*thirty (30) days*] from the date of notification of the Administrative Order to commence execution, the service provider shall submit in [*six (6)*] copies for the approval of the (*Contract Manager after the endorsement of the Project Manager (or Project Engineer)*) the execution programme of the services, his execution calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

This programme will be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

- Either the indication "GOOD FOR EXECUTION";
- Or the indication of their rejection including the reasons for the said rejection.

The service provider has eight (8) days to present a new draft. The Contract Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

The approval given by the Contract Manager does not in any way release the service provider of his responsibilities. Meanwhile, services provided before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The service provider will constantly update a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Contract Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter objective of the contract or the nature of the services,, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

#### **Article 31: Approval of personnel (GAC supplemented)**

If the Contracting Authority requests the replacement of a member of the team for duly established serious misconduct or for incompetence, the replacement shall be at the cost of the service provider within a deadline of fifteen (15) days.

The Contracting Authority reserves the right to refuse its approval of a person proposed by the service provider whose qualification is inadequate.

#### **Article 32: Sub-contracting (article 27of GAC)**

The part of the services to be sub-contracted shall be [*specify*] % of the initial amount of the contract and its additional clauses (*the ceiling is 30 %*).

### **Chapter IV: Acceptance**

#### **Article 33: Monitoring and Acceptance Commission (article 36 of GAC)**

Before the provisional acceptance, the service provider shall request in writing to the Project Owner with a copy to the Contracting Authority, the Engineer and Paying Body.

The Monitoring and Acceptance Commission shall comprise the following members indicatively:

1. The Project Owner or his representative as chairperson;
2. The Contract Manager or his representative; member;
3. Contract Engineer, rapporteur;
4. External members;

Members of the Commission shall be convened by mail for acceptance within a deadline [*indicate a date which should not exceed fifteen (15) days before the date of acceptance, at least [indicate the duration]*] before the date of acceptance.

#### **Article 34: Acceptance of services (article 36 of GAC)**

Indicate the modalities of the acceptance.

#### **Article 35: Case of force majeure (article 41 of GAC)**

*[Specify the special provisions where necessary]*

### **Chapter V: Sundry provisions**

#### **Article 36: Termination of the contract (article 74 of the GAC)**

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 42, 43, 44, 45, 46 and 47 of the GAC especially in cases of:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in service provision resulting in penalties of more than 10 % of the amount of the services;
- Refusal to repeat poorly executed services;
- Default by the service provider;
- Persistent non payment for services.

#### **Article 37: Disagreements and disputes (article 79 of the GAC)**

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

#### **Article 38: Production and dissemination of this contract (GAC supplemented)**

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

#### **Article 39 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 contractor by the Contracting Authority.

# Document No. 6: Terms of Reference (ToR

## TERMS OF RÉFÉRENCE

- I. Context and justification
- II. Objective of the service
- III. Expected results
- IV. Methodology
- V. Organisation of work
- VI. Duration of the service
- VII. Qualification of consultants

*[To be prepared and inserted by the Project Owner or Delegated Project Owner by being inspired where necessary by the example of the Model Tender File]*

# Document No. 4: Technical bid, Model Tables



- 4A. Letter of submission of technical bid
- 4B. Candidate's references
- 4C. Candidate's observations and suggestions on the Terms of Reference and on the data, services and installations to be furnished by the Contracting Authority.
- 4D. Description of the proposed methodology and work plan to accomplish the mission
- 4E. Composition of the team and responsibilities of its members
- 4F. Model curriculum vitae (CV) of the proposed specialised personnel
- 4G. Calendar of the specialised personnel
- 4H. Calendar of activities (work programme).

#### 4A. LETTER OF SUBMISSION OF TECHNICAL PROPOSAL

*[Place, date]*

To: *[Name and address of Contracting Authority]*

Sir/Madam,

We, the undersigned, *[specify]* are pleased, in accordance with Tender File No. \_\_\_\_\_ of \_\_\_\_\_ relating to \_\_\_\_\_ to submit our Technical bid, [ subject of the Tender File.

In the case where our bid meets your expectations, we are fully at your disposal on the basis of the personnel proposed to commence negotiations for the best conduct of the project.

Also, we take the firm commitment for the scrupulous respect of the content of the said technical proposal, subject to the possible modifications which may result from the negotiation of the contract.

Yours faithfully,

Signature of empowered official: Name and title of signatory:  
Name of candidate: Address:

#### 4A. Candidate's reference

Services rendered during the last *[indicate the number between 1 and 5]* years which best illustrate your qualifications.

Using the form below, indicate the information requested for each relevant mission which your enterprise/body has obtained through a contract, either as a single enterprise or as a major member of a group of companies.

Name of mission:		Country:
Place:		Specialised personnel supplied by your enterprise/body (profiles):
Name of client:		Number of employees who took part in the mission:
Address:		Number of months of mission: Duration of mission:
Deadline:		
Start date: <i>Month/year</i>	Completion date: <i>Month/year</i>	Approximate value of services (in CFA F exclusive of taxes)
Name of possible associates/partners		Number of months of specialist work furnished by associates:
Name and function of officials (Director/Coordinator of Project, Team Leader)		
Description of project:		
Description of services rendered by your personnel:		

Name of candidate: \_\_\_\_\_  
*Submit supporting documents*

#### **4C. Observations and suggestions from consultant on the Terms of Reference and data, services and installations to be furnished by Contracting Authority**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

On the data, services and installations to be furnished by the Contracting Authority:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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

## 4E. Composition of the team and responsibilities of its members

### 1. Technical/management personnel

Name	Position	Tasks

### 2. Support staff (head office and local)

Name	Position	Tasks

#### 4F. Model Curriculum vitae (CV) of the proposed specialised personnel

Position:

.....

Name of candidate:

.....

Name of employee:

.....

Profession:

.....

Diplomas:

.....

Date of birth:

.....

Number of years of employment by candidate: ..... Nationality .....

Membership of professional associations/groups:

.....

.....

.....

Specific duties:

.....

.....

Main qualifications:

*[In about half a page, give a summary of aspects of the employee's training and experience most useful to the tasks within the scope of the mission. Indicate the level of responsibility exercised by the employee during previous missions by specifying the date and place].*

.....

Training:

*[In about a quarter page, summarise the university and other specialised studies by the employee by indicating the names and addresses of the schools and universities attended, with the dates of attendance as well as the diplomas obtained].*

.....

.....

**Attached documents:**

- Certified true copy of the highest diploma and possibly an attestation from the professional corporation
- Attestation of availability

.....

### **Professional experience:**

*[In about two pages, draw up a list of employment exercised by the employee since the end of his studies in reverse chronological order, starting with the current position. For each position; indicate the dates, name of employer, title of position occupied and place of work. For the last ten years, specify in addition the type of activity performed and where need be, the names of clients likely to furnish references].*

.....

.....

### **Knowledge of information technology:**

*[Indicate the level of knowledge]*

.....

.....

### **Languages:**

*[Indicate for each language the level of knowledge: mediocre/average/good/excellent, in relation to the reading/written/spoken aspects].*

### **Attestation:**

I, the undersigned, hereby truthfully certify that the information furnished above is a true testimony of my situation, qualifications and experience.

..... Date:

.....

*[Signature of employee and the empowered representative of the consultant]*

*Date*

Name of employee:

.....

Name of empowered representative:

.....



### 4G. Calendar of specialised personnel

Name	Position	Reports to be furnished/activities	Months (in the form of bar diagrammes)												Number of months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Sub-total (1)
															Sub-total (2)
															Sub-total (3)
															Sub-total (4)

Full time: \_\_\_\_\_ Part time: \_\_\_\_\_

Reports to be furnished: \_\_\_\_\_

Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorised representative)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

## 4H. Calendar of activities (work schedule)

### A. Specify nature of activity

	<i>[Months or weeks from start of mission]</i>											
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
Activity ( <i>task</i> )												
_____												
_____												
_____												
_____												
_____												

### B. Completion and submission of reports

Reports	Date
1. Preliminary report	
2. Progress report a. First progress report b. Second progress report	
3. Draft final report	
4. Final report	

Document No. 8:  
Financial bids  
Model tables

## Summary of model tables

- 5. A Letter of submission of financial proposal *for contracts paid in lump sum*
- 5 B Summary statement of costs
- 5 C Distribution of costs by activity
- 5 D Unit cost of key personnel
- 5 E Unit cost of execution personnel
- 5 F Distribution of remuneration by activity
- 5 G Reimbursable costs by activity
- 5 H Sundry costs for contracts payable by unit prices  
For contracts payable by unit prices
- 5 I framework of schedule of unit prices
- 5 J Framework of detailed estimates
- 5 K Framework of sub-details of unit prices
  - 1. Elementary unit prices (cf. 5.D; 5.E; ...etc);
  - 2. Breakdown of unit prices;
  - 3. Reimbursable cost, where need be.

## 5.A Letter of submission of financial offer

*[Place, date]*

To: *[Name and address of Project Owner or Delegated Project Ownery]*

Sir/Madam,

We, the undersigned, have the honour to propose our services to you, as service provider for *[title of services]* in accordance with your invitation to tender No. *[to be indicated]* of *[indicate date]* and our bid (our technical and financial bids).

Find herewith our financial bid which stands at *[amount in letters and figures as well as the lot(s) and the distribution in CFA francs/foreign currency, where need be]*. This amount is net of taxes, duties, dues which we have estimated at *[amount(s) in letters and figures]*.

Our financial bid has force of obligation to us, subject to modifications resulting from negotiation of the contract up to the deadline of validity of the bid, that is, up till *[date]*.

We are aware that you are not bound to accept any bid.

Yours sincerely,

Signature of empowered representative: Name and title of signatory

Name of candidate: Address

## 5. B. Summary statement of costs

Costs	Currency	Amount(s)
Sub-total		
Taxes, duties, dues and other fiscal costs		_____

## 5.C. Distribution of costs by activity

Activity No. _____	Activity No. _____	Description _____
Price components	Currency(ies)	Amount(s)
Remuneration		
Reimbursable costs		
Sundry costs		_____

## 5.D. Unit costs of key personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

### 5.E. Unit cost of execution personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

### 5.F. Distribution of remuneration by activity

Activity No.: \_\_\_\_\_ Name: \_\_\_\_\_

Names	Position	Contribution	Exchange rate remuneration	Amount
Permanent personnel				
Local personnel				
External consultants				
Grand total				

### 5.G. Reimbursable costs by activity

Activity No. \_\_\_\_\_ Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit price	Total amount
1.	International air travel	By voyage			
2.	Sundry travel costs	By voyage			
3.	Living allowance	Per day			
4.	Local transport costs				
5.	Office/lodging/ rentals				_____

## 5.H. Sundry costs

Activity No. : \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit price	Total amount
1.	Cost of communication between _____ and _____ (telephone, fax, e-mail)				
2.	Preparation, reproduction of reports				
3.	Equipment: vehicles, computers, etc				
4.	Software				_____

## 5.I. Framework schedule of unit prices

No. Price	Designation of tasks and unit prices all in letters	Unit	Unit prices (in letters)	
			(CFA F EVAT)	In foreign currency where



### 5.J. Framework of detailed estimates

No. Price	Designation	Unit	Quantity	Unit prices		Total price	
				(CFA F EVAT)	In foreign currency where applicable	(CFA F EVAT)	In foreign currency where applicable

## 5.K. Framework schedule of sub details of unit prices

### Note relating to the presentation of sub details of prices and taxes

1. A sub detail presents all the stages for the establishment of sales price. Also, it is an important element of assessment of the quality of the proposed price by a bidder.

It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for determining sub-details of prices. On the other hand, it could have the following elements:

- a. Detail of sales coefficient according to the model presented after this note;
  - b. Cost in net price of materials for the service
  - c. Cost in net price of supplies necessary for the service;
  - d. Cost of local and expatriate human resources;
  - e. For each price on the schedule, a form conceived out of points a, b, c and above indicating the outputs leading to unit prices;
  - f. Precise sub details of prices of all-ins for improvements, maintenance of premises and supply of means made available, where necessary;
  - g. Sub-detail of taxes and dues.
2. Framework of presentation of sales coefficient, also known as coefficient of overheads.

A. Overheads of the service

-  
-  
-

Total

\_\_\_\_\_ C1

B. Overheads of head office

- Costs of head office  
- Financial costs  
-  
- Unforeseen and profit

Total

\_\_\_\_\_ C2

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

3. The Project Owner may propose a framework of sub detail of unit prices including the elements indicated in point 1 above.

## Document No. 9: Model contract

REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie

-----  
**[Indiquer le Maître d'Ouvrage]**

REPUBLIC OF CAMEROON  
Peace-Work-Fatherland

-----  
**[Indicate Project Owner]**

**CONTRACT OR JOBBING ORDER No** \_\_\_\_\_ **/C or JO, /CA/TB/00**  
**Awarded after** Invitation to tender No. \_\_\_\_\_ **/IT /CA/TB/00**  
of \_\_\_\_\_

Project Owner *[Indicate the Project Owner and his full address]*

**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:** *[indicate the full subject of the supply]*

**AMOUNT OF CONTRACT:**

IAT	
EVAT	
VAT (19.25%)	
AIR (1.1 or 1.65 %)	
Net to be paid	

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

**FINANCING:** *[Indicate source of financing]*

**BUDGET HEAD:** *[To be filled]*

SUBSCRIBED ON \_\_\_\_\_

SIGNED ON \_\_\_\_\_

NOTIFIED ON \_\_\_\_\_

REGISTERED ON \_\_\_\_\_

**BETWEEN:**

*[The Government of the Republic of Cameroon, represented by]* hereinafter referred to as **“the Contracting Authority”**,

**On the one hand,**

**And:**

**Service provider) \_\_\_\_\_ 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 SERVICE PROVIDER”**

**On the other hand,**

**It has been agreed and settled as follows:**

## **Summary**

Part I: Special Administrative Conditions (SAC)

Part II: Terms of Reference (ToR)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates (DE)

PAGE.... AND LAST PAGE OF CONTRACT No. \_\_\_\_\_ /C or JO/CA/TB/0000  
*[recall the method of award of contract]* ..... for

**HOLDER:**

**TIME-LIMIT:**

<p><b>Read and accepted by the service provider</b></p> <p>(place of signature)_____ (date)</p>
<p><b>Signature of Contracting Authority</b></p> <p>(place of signature)_____ (date)</p>
<p><b>Registration</b></p>

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



## **Note relating to the forms and models 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, in accordance with article 30(2) of the General Regulations of the invitation to tender, price updating in application, where need be, of article 11(4) of the General Regulations of the invitation to tender because of the duration of the evaluation of bids, 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 senior personnel, sub-contractor, execution schedule of services etc.

Model final bonds and guarantees for start-off must not be filled during the preparation of bids. Only the retained bidder shall be invited to furnish the final bond and the guarantee for start-off advance in compliance with one of the models presented in this document. Any failure by the service provider 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 /Project Manager. Once this guarantee is requested, the guarantor must execute without any delay.

## **Table of model documents**

Annex No. 1: Declaration of intention to bid.

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

## **Annex No. 1: Declaration of intention to bid**

I, the undersigned, Nationality: Domicile: Function:

By virtue of my powers as [*indicate the capacity*] having taken cognisance of the  
National Tender File No. [*indicate the type of service*].

Hereby declare the intention to bid for this invitation to tender.

Done at \_\_\_\_\_ , on \_\_\_\_\_

Signature, name and stamp of bidder

## Annex No. 2: Model bid bond

To (indicate the Contracting Authority and his address) "Contracting Authority

Whereas the Service provider \_\_\_\_\_ hereinafter referred to as the "bidder" has submitted his bid on \_\_\_\_\_ for *[recall the subject of the invitation to tender]*, hereinafter referred to as "the bid".

We *[name and address of the bank]*, with head office at *[bank's address]* hereinafter referred to as "the bank" hereby declare to guarantee payment to the Contracting Authority of the full amount of *[indicate the amount]* 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 contract;

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

Bank:

Reference of the bond: No \_\_\_\_\_

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

Whereas \_\_\_\_\_ *[name and address of Supplier]*, hereafter referred to as "the service provider", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the services]*.

Whereas it is stated in the contract that the service provider shall entrust to the Contracting Authority a final bond of an amount equal to *[indicate the percentage between 2 and 5 %]* of the amount of the corresponding portion 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 service provider this guarantee,

We, \_\_\_\_\_ *[name and address of bank]*  
represented by \_\_\_\_\_ *[name of signatories]*,  
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor 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 guarantee should be done by registered mail with acknowledgement of receipt to reach the bank 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 bank at \_\_\_\_\_ on \_\_\_\_\_

*[Signature of the bank]*

#### Annex No. 4: Model of start-off advance bond

Bank: reference, address\_\_\_\_\_

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of \_\_\_\_\_ [*the holder*] to the benefit of the Project Owner [*address of the Project Owner*] (*the beneficiary*)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that \_\_\_\_\_ [*the holder*] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. \_\_\_\_\_ of \_\_\_\_\_ relating to \_\_\_\_\_ works [*indicate the subject of the services, the references of the invitation to tender and the lot, if applicable*] of the total sum corresponding to to the advance of [*twenty (20) %*] of the amount inclusive of all taxes of contract No. \_\_\_\_\_, payable upon notification of the corresponding Administrative Order that is, \_\_\_\_\_ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of \_\_\_\_\_ [*the holder*] opened in the \_\_\_\_\_ bank under No. \_\_\_\_\_.

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[*Signature of the bank*]

# Document No. 10: Preliminary studies

*[To be filled systematically by the Project Owner or Delegated Project Owner 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. 7.1 accompanied by reasons of the said studies.



## **Annex No. 7: Justification of preliminary studies**

1. Were preliminary studies carried out on this project?
2. If yes, attach the report and indicate
  - 2.1. The date;
  - 2.2. The name of the public or private Project Manager that prepared the Terms of Reference
  - 2.3. The prepared Terms of Reference;

N.B. 1/ For services of less scope, the Project Owner or Delegated Project Owner may furnish an explanatory statement on the approved Terms of Reference.

2/ The chairperson of the Tenders Board may, before taking a decision seek expert advice on the quality of studies done.

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

