

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH-WEST REGIONAL ASSEMBLY

REGIONAL EXECUTIVE ASSEMBLY

PEACE-JUSTICE-UNITY-HARD WORK-SOLIDARITY



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

ASSEMBLEE REGIONALE DU NORD-OUEST

CONSEIL EXECUTIF REGIONAL

PAIX JUSTICE-UNITE-TRAVAIL-SOLIDARITE

PROJECT OWNER:

THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

CONTRACTING AUTHORITY:

THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

TENDERS BOARD:

NORTH WEST REGIONAL ASSEMBLY INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

N° 027 ONIT/NWRA/NWRAITB/2024 OF THE 11.0 / MAY 2024
FOR THE PROVISION OF VEHICLE INSURANCE FOR THE NORTH WEST
REGIONAL ASSEMBLY (SECOND RE-LAUNCH)

FINANCING: BIP 2024

BUDGET HEAD:

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TENDER NOTICE

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Tender notice

TENDER NOTICE

N° ~~027~~ ONIT/NWRA/NWRAITB/2024 OF THE ~~1.0. MAI 2024~~ 2024 FOR THE PROVISION OF VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY (SECOND RE-LAUNCH)

FINANCING: BIP 2024

1. Subject of the invitation to tender:

Within the framework of the execution of the 2024 Public Investment Budget for the state of Cameroon assigned to the North West Regional Assembly, the President of the North West Regional Assembly, (Contracting Authority), hereby launches, an Open National Invitation to Tender N°..... ONIT/NWRA/NWRAITB/2024 OF THE/...../2024 for the provision of vehicle insurance for the North West Regional Assembly (Second Re-Launch)

2. Nature of services

The services are divided in two (02) lots.

FOR THE PROVISION OF VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY

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

3. Execution period

The execution period shall be Twelve (12) Months and shall concern thirteen (13) vehicles.

4. LOTS:

The Insurance provision shall be one lots as follows:

LOT	INSURANCE POLICY
LOT 1	Provision of Vehicle Insurance for 13 vehicles

A company can bid for the two lots and can be awarded the two lots.

5. Estimated Cost

LOT	INSURANCE POLICY	COST
LOT 1	Provision of Vehicle Insurance for 13 vehicles	12,000,000

6. Participation and origin

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

The management of the insurance policy (ies) of this invitation to tender shall be ensured by _____ (Not applicable)

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

7. Financing

The services which form the subject of this invitation to tender shall be financed by PIB 2024 financial year assigned to the North West Regional Assembly, budget head No. 670 107.

8. Bid Bond

LOT	INSURANCE POLICY	COST	Bid Bond
LOT 1	Provision of Vehicle Insurance for 13 vehicles	12,000,000	240,000



9. **Consultation of tender file:**

The file may be consulted during working hours at the Services of the Director of General Affairs of the North West Regional Assembly (Tel N° 233360092) as soon as this notice is published.

10. **Acquisition of tender file:**

The file may be obtained at the Services of the Director of General Affairs of the North West Regional ASSEMBLY (Tel N° 673007649/233360092) as soon as this notice is published against payment of the non-refundable sum of **Twenty One Thousand Five Hundred (21,500) CFA francs** at the **North West Regional Assembly Treasury**.

11. **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 at the Services of the Director of General Affairs of the North West Regional Assembly (Tel N° 233360092) not later than /..../2024 at 10;00am and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER N° 27/ONIT/NWRA/NWRAITB/2024 OF THE 31 MAY 2024 FOR THE PROVISION OF VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY (SECOND RE-LAUNCH)

"To be opened only during the bid-opening session"

Financing: B.I.P 2024 assigned to the North West Regional Assembly

12. **Admissibility of bids**

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

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

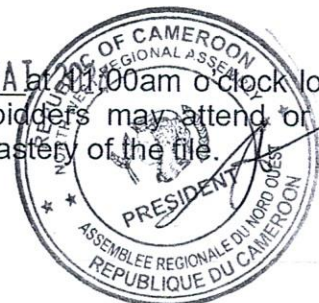
Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially the absence of a bid bond issued by a first-rate banking or insurance establishment approved by the Minister in charge of Finance.

13. **Opening of bids**

The bids shall be opened in two phases.

The opening of the administrative file and the technical bid shall take place on **31 MAY 2024** at 11;00am o'clock by the Regional Assembly Internal Tenders Board at the conference hall of the annex building situated at up station opposite the motor park.

The opening of the financial bids shall take place on **31 MAY 2024** at 01;00am o'clock local time by the same Tenders Board on a later date. Only bidders may attend or be represented by a duly mandated person who has a perfect mastery of the file.



11. Evaluation criteria

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

11.1 Eliminary criteria

The eliminary criteria of this tender are the following:

- Absence or non-conformity of an element in the administrative file non regularized within 48 hours after opening of bids;
- Execution deadline lower than prescribed in the Tender File;
- Incomplete financial file;
- Suspended by MINMAP for 2024;
- False declarations or forged documents;
- Absence of bid bond;
- Absence of the accreditation to perform the insurance profession;
- Technical score less than 75 out of 100 points;
- Presence of financial information in the technical bid;
- Submission of insufficient number of bids or the lack of the original copy of bids.
- Non respect of the method of separating the financial offer from administrative and technical offers;
- Non separation of the Reference Financial offer from the financial offer (See Art. 91 of Circular No 00001/PR/MINMAP/CAB of 25/14/2022 on the text of application of the Public Contracts Code)

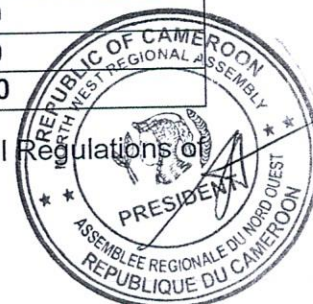
11.2 Essential criteria

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

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

Criteria	Scoring (points)
General presentation of bid	5
Bidder's References in similar risks during the last five years (attach the first and the last pages of the contract)	15
Detailed description of guarantees offered	10
Modalities for putting the guarantee into action	10
Representation in the territory	10
Coverage of regulated commitments	10
Coverage of the solvency margin	10
Disaster payment rate in the similar branch during the last five years.	10
Reassurance treaties in the similar branch currently valid	10
Facilities granted	10
	100

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



12. Selection method of the insurer

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

13. Maximum number of lots

An insurance company may bid for the project, the bidder who has the best bid in his technical and financial file, the Contracting Authority shall award it to him following its list of preference indicated in the financial bid.

14. Validity

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

15. Complementary information

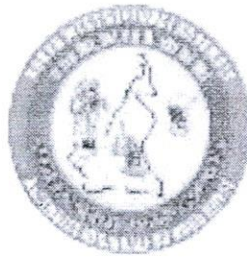
Complementary information may be obtained during working hours from Services of the Director of General Affairs of the North West Regional Assembly (Tel N° 233360092)

**THE PRESIDENT OF NORTH
WEST REGIONAL ASSEMBLY
(CONTRACTING AUTHORITY)**

Copies:

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





AVIS D'APPEL D'OFFRES

APPEL D'OFFRES NATIONAL OUVERT

N° 0.27... AONO/ARNO/CIPM/2024 DU 11.05.2024

POUR LA FOURNITURE D'UNE COUVERTURE D'ASSURANCE AUTOMOBILE
L'ASSEMBLÉE RÉGIONALE DU NORD-OUEST (2nd RELANCE).

Financement : Budget d'Investissement Public (BIP) 2024

1. Objet de l'Appel d'Offre

Dans le cadre de l'exécution du Budget d'Investissement Public de l'État du Cameroun 2024 confié à l'Assemblée Régionale du Nord-Ouest, le Président de l'Assemblée Régionale du Nord-Ouest (Maîtrise d'Ouvrage), lance un Appel d'Offres National Ouvert.

N°..... AONO/ARNO/CIPM/2024 DU...../...../2024

POUR LA FOURNITURE D'UNE COUVERTURE D'ASSURANCE AUTOMOBILE
L'ASSEMBLÉE RÉGIONALE DU NORD-OUEST (2nd RELANCE).

2. Nature des prestations

Les prestations sont réparties en deux (02) lots.

**POUR LA FOURNITURE D'UNE COUVERTURE D'ASSURANCE AUTOMOBILE
L'ASSEMBLÉE RÉGIONALE DU NORD-OUEST**

La description de ces prestations est détaillée dans les Termes de Référence du Dossier d'Appel d'Offres.

3. Délai d'exécution

Le délai d'exécution sera de douze (12) mois et concernera treize (13) véhicules.

4. LOTS:

La prestation d'assurance sera divisée en un lot comme suit :

LOT	POLICE D'ASSURANCE
LOT 1	Fourniture d'une assurance automobile pour 13 véhicules

Une entreprise peut soumissionner pour les deux lots et se voir attribuer les deux lots.

5. Coût Prévisionnel

LOT	POLICE D'ASSURANCE	COST
LOT 1	Fourniture d'une assurance automobile pour 13 véhicules	12,000,000

6. Participation et origine

La participation au présent appel d'offres est réservée aux Compagnies d'Assurances enregistrées au Cameroun, remplissant les conditions prévues par la réglementation en vigueur dans les Etats membres du Marché Interafricain des Assurances (CIMA).

La gestion de la ou des polices d'assurance du présent appel d'offres sera assurée par



NB : Le Porteur de Projet est tenu de préciser dans le cadre de ce dossier d'appel d'offres s'il envisage de faire gérer ses contrats par un courtier. Dans ce cas, le courtier sera rémunéré par l'assureur, conformément à la réglementation en vigueur dans le secteur des assurances.

6. Financement

Les prestations faisant l'objet du présent appel d'offres seront financées par le PIB de l'exercice 2024 affecté à l'Assemblée régionale du Nord-Ouest, ligne budgétaire n° 670 107.

7. Cautionnement de soumission

LOT	POLICE D'ASSURANCE	COST	Bid Bond
LOT 1	Fourniture d'une assurance automobile pour 13 véhicules	12,000,000	240,000

8. Consultation du dossier d'appel d'offres :

Le dossier peut être consulté aux heures ouvrables auprès des Services du Directeur des Affaires Générales de l'Assemblée Régionale du Nord-Ouest (Tél N° 233360092) dès la publication du présent avis.

9. Acquisition du dossier d'appel d'offres :

Le dossier peut être obtenu auprès des Services du Directeur des Affaires Générales de l'Assemblée Régionale du Nord-Ouest (Tél N° 233360092) dès la publication du présent avis contre paiement de la somme non remboursable de **Vingt et un mille cinq cents (21,500) francs CFA** à la Trésorerie de l'Assemblée régionale du Nord-Ouest.

10. Remise des offres :

Chaque offre rédigée en anglais ou en français en sept (7) exemplaires dont l'original et six (6) exemplaires marqués comme tels, devra parvenir aux Services du Directeur des Affaires Générales de l'Assemblée Régionale du Nord-Ouest (Tél N° 233360092) au plus tard le /...../2024 à 10h00 et devra porter l'inscription :

N° 0.27.. AONO/ARNO/CIPM/2024 DU 11.05/MAI..2024
POUR LA FOURNITURE D'UNE COUVERTURE D'ASSURANCE AUTOMOBILE
L'ASSEMBLÉE RÉGIONALE DU NORD-OUEST (2nd RELANCE).

« À ouvrir uniquement lors de la séance d'ouverture des plis »

Financement : B.I.P 2024 attribué à l'Assemblée Régionale du Nord-Ouest

10. Recevabilité des offres

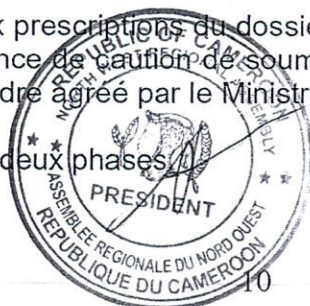
Sous peine de rejet, chaque soumissionnaire devra joindre dans ses pièces administratives, une caution de soumission émise par un établissement bancaire ou d'assurance de premier ordre agréé par le Ministère chargé des finances et dont la liste figure dans le document n°11 du Dossier d'Appel d'Offres, valable trente (30) jours au-delà de la date de validité des offres.

Les autres documents administratifs doivent impérativement être uniquement des originaux ou des copies conformes certifiées conformes par le service émetteur ou les autorités administratives (Gouverneur, Préfet, Préfets) conformément au Règlement Particulier de l'appel d'offres. Ils doivent obligatoirement dater de moins de trois (3) mois précédant la date de dépôt des offres ou peuvent être établis après la signature de l'avis d'appel d'offres.

Toute offre non conforme aux prescriptions du dossier d'appel d'offres sera déclarée irrecevable. Il s'agit notamment de l'absence de caution de soumission émise par un établissement bancaire ou d'assurance de premier ordre agréé par le Ministre chargé des Finances.

11. Ouverture des offres

Les offres seront ouvertes en deux phases



L'ouverture du dossier administratif et des offres techniques aura lieu le 31 MAI 2024 à 11 heures 00 par la Commission Interne des Marchés de l'Assemblée Régionale à la salle de conférence du bâtiment annexe situé à la gare supérieure en face du parc automobile.

L'ouverture des offres financières aura lieu le 31 MAI 2024 à 11 heures, heure locale, par la même Commission des Marchés, à une date ultérieure. Seuls les soumissionnaires pourront assister ou se faire représenter par une personne dûment mandatée et maîtrisant parfaitement le dossier.

12. Critères d'évaluation

Ces critères ont pour objectif d'identifier et de rejeter les offres incomplètes ou non conformes aux conditions essentielles fixées dans le dossier d'appel d'offres relatives notamment à la recevabilité des pièces administratives, à la conformité de l'offre technique avec les termes de référence du dossier d'appel d'offres et la qualification des candidats.

12.1 Critères éliminatoires

Les critères éliminatoires de cet appel d'offres sont les suivants :

- Absence ou non-conformité d'un élément du dossier administratif non régularisé dans un délai de 48 heures après l'ouverture des offres ;
- Délai d'exécution inférieur à celui prescrit dans le dossier d'appel d'offres ;
- Dossier financier incomplet ;
- Suspendu par le MINMAP pour 2024;
- Fausses déclarations ou faux documents;
- Absence de caution de soumission;
- Absence de l'agrément pour exercer la profession d'assurance ;
- Note technique inférieure à 75 sur 100 points;
- Présence d'informations financières dans l'offre technique ;
- Présentation d'un nombre insuffisant d'offres ou manque de la copie originale des offres ;
- Non présentation ou séparation de l'offre Financière de Référence des offres Financières, Administratives et Techniques ;
- Présentation d'un nombre insuffisant d'offres ou manque de la copie originale des offres .

12.2 Critères essentiels

Ces critères sont les critères fondamentaux ou clés qui permettront de juger de la capacité financière et technique des candidats à exécuter les services faisant l'objet de l'appel d'offres. Ils doivent être déterminés en fonction de la nature et du contenu des services à fournir.

Les offres techniques seront évaluées sur cent (100) points selon les critères suivants :

Critères	Notation (Note)
Présentation générale de l'offre	5
Références du soumissionnaire dans des risques similaires au cours des cinq dernières années (joindre la première et la dernière pages du contrat)	15
Description détaillée des garanties offertes	10
Modalités de mise en œuvre de la garantie	10
Représentation sur le territoire	10
Couverture des engagements réglementés	10
Couverture de la marge de solvabilité	10
Taux d'indemnisation en cas de catastrophe dans la branche similaire au cours des cinq dernières années.	10
Traités de réassurance dans la branche similaire en vigueur actuellement	10
Facilités accordées	10
TOTAL	100

Les critères d'évaluation et les sous-critères essentiels, pour chaque lot, sont détaillés dans le



Règlement Particulier de l'appel d'offres.

13. Méthode de sélection de l'assureur

L'assureur à choisir sera celui qui aura la meilleure offre.

14. Nombre maximum de lots

Une compagnie d'assurance peut soumissionner pour le projet, le soumissionnaire qui aura la meilleure offre dans son dossier technique et financier, le Maître d'Ouvrage lui attribuera celle-ci suivant sa liste de préférence indiquée dans l'offre financière.

15. Validité

Les soumissionnaires resteront engagés par leur offre pendant quatre-vingt-dix (90) jours à compter de la date de dépôt des offres.

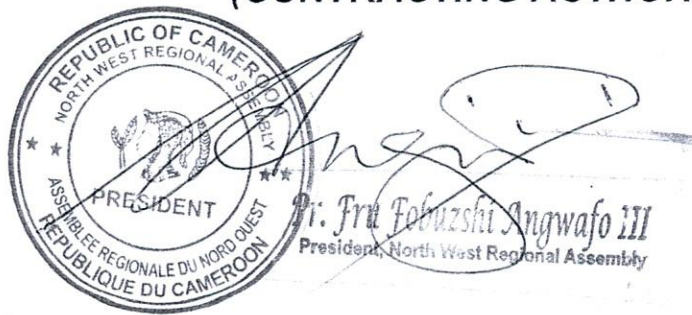
16. Informations complémentaires

Des informations complémentaires peuvent être obtenues pendant les heures ouvrables auprès des Services du Directeur des Affaires Générales de l'Assemblée Régionale du Nord-Ouest (Tél N° 233360092)

**THE PRESIDENT OF NORTH
WEST REGIONAL ASSEMBLY
(CONTRACTING AUTHORITY)**

Copies:

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



Document No. 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 proposal and a financial proposal for the provision of the services necessary for the accomplishment of the mission stated in the Terms of Reference. The proposal shall serve as base for negotiation of the contractual terms and eventually the signing of the contract with the candidate retained.
- 1.3 The mission shall be accomplished in accordance with the calendar indicated in the Terms of Reference. Where the mission involves several phases, the performance of the service provider during this phase should satisfy the Project Owner before the next phase commences.
- 1.4 Candidates must be acquainted with the local conditions and take them into account in preparing their proposals. To receive first-hand information on the mission and local conditions, candidates are advised, prior to submitting their proposals, to take part in the preparatory conference before the preparation of proposals, if the Special Regulations provide for one. But participation in such a conference is not obligatory. Representatives of the candidates must contact officials mentioned in the Special Regulations to organise a visit or obtain complementary information on the preparatory conference. Candidates must ensure that officials are informed of their visit at the required time to take the appropriate measures.
- 1.5 The Project Owner shall furnish the information specified in the Terms of Reference, help the service provider to obtain the licences and permits necessary for the provision of the services and furnish the related data and reports on the project.
- 1.6 It should be noted that:
 - i) costs for preparing the proposals and negotiation of the contract, including the visit to the Project Owner are not considered as direct costs of the mission and are therefore not reimbursable; and that
 - ii) the Contracting Authority is not bound to accept any of the proposals which would have been submitted.
- 1.7 The Contracting Authority requires of its bidders and contractors that they strictly respect the rules of professional ethics during the award and execution of these contracts. By virtue of this principle, the Contracting Authority:
 - a) For purposes of this clause, defines the expressions below in the following manner:

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

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

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

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

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

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

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

- 2.3 Between the publication of the tender notice, including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may petition the Contracting Authority.
- 2.4 The petition must be addressed to the Minister in charge of Public Contracts with copies to the Contracting Authority and the body in charge of the regulation of public contracts and to the chairperson of the Tenders Board.

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

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

3. Establishment of proposals

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

Technical proposal

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

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

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

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

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

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

- i) A brief description of the candidate and a general idea of his recent experience within the framework of similar missions (Table 4B). For each of them, this summary must especially indicate the characteristics of the proposed personnel, the duration of the mission, the amount of the contract and the share of the candidate.
- ii) All possible observations or suggestions on the Terms of Reference, data, services and installations must be furnished by the Contracting Authority (Table 4C).
- iii) A description of the methodology and work plan proposed to accomplish the mission (Table 4D).
- iv) (Table 4D)
- v) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 4E).
- vi) Recent curricula vitae signed by the proposed specialised personnel and the representative of the candidate empowered to submit the proposal (4F).

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

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

3.5 The technical proposal must not include any financial information.

Financial proposal

- 3.6 The financial proposal must be established using model tables (Document No. 5). It lists all the related costs of the mission. If need be, all the costs may be distributed by activity.
- 3.7 The financial proposal must separately present taxes, duties (including social security contributions), rates and other applicable tax costs by virtue of the laws in force on the candidates, sub-contractors and their personnel (other than citizens or permanent residents of Cameroon), except otherwise indicated in the Special Regulations of the invitation to tender.
- 3.8 Candidates must indicate the price of their services in the currency(ies) specified in the Special Regulations.
- 3.9 Commissions and bonuses paid and to be paid eventually by the candidates in relation to their mission shall be specified in the submission letter of the financial proposal (Section 5.A).
- 3.10 The Special Regulations of the invitation to tender indicate the duration of the validity of the proposals from the date of submission. During this period, candidates must make available the specialised personnel proposed for the mission. The Contracting Authority in relation with the Project Owner shall do everything possible to conclude the negotiations within the time limit. If the Contracting Authority intends to extend the validity of the proposals, candidates who do not want it are justified in refusing such an extension.

4. Submission, reception and opening of bids

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

Special Regulations, as well as the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

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

5. Evaluation of proposals

General

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

Evaluation of technical proposals

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

Opening and evaluation of financial proposals and complaints

5.5 The financial proposals are opened by the Tenders Board in the presence of representatives of the candidates which wish to attend. The name of the candidate and the proposed price are read out loud and entered in writing during the opening of the financial proposals. The Tenders Board takes down minutes of the session.

5.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately puts at the disposal of the focal point designated by ARMP, an initialed copy of the bids submitted by bidders.

5.7 In case of complaint, it must be addressed to the Minister in charge of Public Contracts with copies to the body in charge of regulation of public contracts and the Project Owner or Delegated Project Owner.

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

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

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

5.9 In case of quality-cost selection, the compliant lowest financial proposal (fm) shall be awarded a financial score (sf) of 100 points.

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

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

6. Negotiations

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

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

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

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

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

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

7. Award of the contract

7.1 Once the negotiations are over, the Contracting Authority shall award and publish the results.

- 7.2 The successful bidder is supposed to start his mission on the date and time specified in the Special Regulations.

8. Publication of results of award and petitions

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

8.2 The Contracting Authority shall be bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

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

8.4 In case of complaint as provided for by the Public Contracts Code, it should be addressed to the Minister of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Project Owner and the chairperson of the Tenders Board.

It must take place within a maximum deadline of five (5) working days after publication of the results.

9. Confidentiality

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

10. Signature of the contract

10.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board concerned for examination and adoption.

10.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

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

11. Final Bond

11.1 Within twenty (20) days of the notification by the Contracting Authority, the service provider shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

11.2 The bond whose rate varies between 2 and 5 % may be replaced by a guarantee from a banking establishment approved according to the instruments in force, with the Contracting Authority as beneficiary or by a joint or several guarantee.

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

11.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract under the conditions laid down in the GAC.

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

Note on the Special Regulations of the invitation to tender

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

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

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

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

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

Special Regulations of the invitation to tender

Name and address of Project Owner: **The President of The North West Regional Assembly**

P.O Box/ BP: 5127 Bamenda; E-mail: office-president@nwrega.com

Selection method: **Best bidder**

OPEN NATIONAL INVITATION TO TENDER

N°.... ONIT/NWRA/NWRAITB/2024 OF THE .../.../2024 FOR THE PROVISION OF VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY (RE-LAUNCH)

The mission is in several phases: No

Visit of risks Yes

Conference prior to the establishment of proposals: No

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

The Project Owner shall envisage the need to ensure the continuity of activities downstream Yes

The contractual clauses relating to fraudulent manoeuvres and corruption are not accepted and leads to direct elimination.

Clarifications may be requested in 14 days before the date of submission.

The requests for clarification may be sent to the following address: **The President of the North West Regional Assembly**

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

- i) Several bidders may be associated (co-insurance) Yes
- ii) Language of the mission reports: English and/or French
- iii) Other information to be furnished in the technical proposal: specify the names and addresses of Reinsurers (treaties or possibly optional)

The management of the insurance policy (ies) in the tender file shall be ensured by _____ (Not applicable).

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

Taxes: The Tax and Customs regime in Cameroon.

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

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

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

Address for submission of proposals:

The bids must reach the office of the Director of General Affairs at the North West Regional Assembly in a sealed envelope bearing the inscription

OPEN NATIONAL INVITATION TO TENDER
N°.... ONIT/NWRA/NWRAITB/2024 OF THE .../..../2024 FOR THE PROVISION OF
VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY (RE-
LAUNCH)

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

Financing: BIP 2024

The external envelope should contain two (02) envelopes bearing the following inscriptions:

1) **Administrative and Technical offers.** This envelope shall contain the following smaller envelopes:

a) **Volume 1: The administrative file** which must include the following documents:

- a. A stamped declaration of the intention to bid, signed by the legal or duly designated representative ;
- b. A certified copy of the authorisation to perform the insurance profession ;
- c. Certified copy of the business licence;
- d. Certified copy of taxpayer's card;
- e. An attestation of solvency of less than three (3) months preceding the submission of bids issued by the Court of First Instance or any document established by the Chamber of Commerce of the country of residence of a bidder;
- f. An attestation of domiciliary bank of the bidder issued by a bank approved by the Ministry of Finance of Cameroon by a first rate foreign bank.
- g. Receipt of purchase of the Tender File
- h. Bid bond of **Two hundred and Forty Thousand (240,000) CAF** valid for 30 days beyond the validity of bids;
- i. Certificate of Non Exclusion from public contracts issued by the body in charge of the regulation of public contracts;
- j. A Clearance Certificate (**Attestation de conformité fiscale**) of not more than three months from the date of signature from the National Insurance Fund attesting that the bidder has paid up all obligations vis a vis the said fund;
- k. A valid plan of location signed by the bidder on honour.

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

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

b) **Volume 2: The technical file** which should comprise the following documents:

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

- c. A description of the methodology and work plan proposed to accomplish the mission (Table 4D). A detailed description of services to be provided especially the general and special conditions of the contract which the bidder intends to propose as well as special conventions relative to guarantees requested, the modalities of activating these guarantees (constitution of the reimbursement file, deadline for submission of exclusion documents, reimbursement system, management of third-party system and possibly the mechanism of functioning of the guarantee out of Cameroon;
- d. All observations or suggestions on the services within the context of personalized management which the bidder proposes to furnish (Table 4C);
- e. The statements C4 and C11 of the 2024 financial years certified by the competent services of the Ministry of Finance;
- f. Statements of C1 of three 03 financial years certified by the competent services of the Ministry of Finance;
- g. Statement C10.b Table D of the last financial year certified by the competent service of the Ministry of Finance;
- h. The General Trading account of the past three financial years certified by the competent services of the Ministry of Finance;
- i. Balance sheets of the three 3 financial years;
- j. Proofs of partnerships and correspondents intervening in the branch forming the subject of the invitation to tender.

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

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

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

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

N.B. The technical bid must not contain financial information and the envelope containing "The Administrative File" and that of "The Technical File" should be put in one bigger envelope labelled "**Administrative and Technical Offers**".

2) Financial Offer: This envelope shall contain the following smaller envelopes

- a) **Volume 3: The Financial Bid:** The financial bid must include the following documents referred to in article 3(6) of the General Regulations:
- b) **Volume 4: The Reference Financial Bid:** The Reference financial Bid should have a copy of all the documents of the Financial Bid and should be labelled Reference Financial Bid.

NB: The envelope containing "The Financial Bid" and that containing "The Reference Financial Bid" should be put in a bigger envelope and labelled "**Financial Offer**"

The envelope containing the "**Administrative and Technical offers**" and that containing "**The Financial Offer**" should be put in one big envelope carrying the inscription:

**OPEN NATIONAL INVITATION TO TENDER
N°.... ONIT/NWRA/NWRAITB/2024 OF THE .../.../2024 FOR THE PROVISION OF
VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY (RE-
LAUNCH)**

"To be opened only during the bid-opening session"

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

The administrative file and the technical and financial bids must be submitted not later than the following date/.../2024 at 10am and addressed to the President of the North West Regional Assembly.

The administrative documents and the technical bids will be opened by the North West Regional Assembly Internal Tenders Board in the Conference hall on/...../2024 from 11:00am o'clock local time in the presence of the bidders or their duly mandated representatives.

The opening of the financial bids will be done subsequently.

Any complementary information can be obtained from the secretariat of the Director of General Affairs of the Regional Assembly.

EVALUATION CRITERIA

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

Eliminatory criteria:

- Absence or non-conformity of an element in the administrative file non regularized within 48 hours after opening of bids;
- Execution deadline lower than prescribed in the Tender File;
- Incomplete financial file;
- Suspended by MINMAP for 2024;

- False declarations or forged documents;
- Absence of bid bond;
- Absence of the accreditation to perform the insurance profession;
- Technical score less than 75 out of 100 points;
- Presence of financial information in the technical bid;
- Submission of insufficient number of bids or the lack of the original copy of bids.
- Non respect of the method of separating the financial offer from administrative and technical offers;
- Non separation of the Reference Financial offer from the financial offer (See Art. 91 of Circular No 00001/PR/MINMAP/CAB of 25/14/2022 on the text of application of the Public Contracts Code)

Essential criteria:

Criteria ¹	Score (points)
General presentation of bid Structure in relation to the stipulations of the Special Regulations Binding Legibility	[0-3]
<ul style="list-style-type: none"> • General references of bidder Seniority; <ul style="list-style-type: none"> • Territorial representation, where applicable • Turnover. $N_i = (CA_i / CA_{max}) * N_{max}$ CA_{max} = Highest turnover N_{max} = Score of the column CA_i = Turnover of service provider i N_i = Score of service provider i See CEG 	[3-6]
<p>Specific references of bidder in similar risks during the three previous years:</p> <ul style="list-style-type: none"> • Specific turnover of the branch under consideration; $N_i = (CA_i / CA_{max}) * N_{max}$ CA_{max} = Highest turnover N_{max} = Score of the column CA_i = Turnover of the service provider i N_i = Score of service provider i • Number of insurance policies issued in the branch $N_b \geq 10$ $5 \leq N_b < 10$ $0 < N_b < 5$ $N_b = 0$ (supporting documents statement C1, first and last pages of contracts) 	[10-15]
<p>Detailed description of guarantees offered</p> <ul style="list-style-type: none"> • Comprehension of the ToR and suggestions • Guarantees and ceiling complaint with Tender File • Exclusions and disqualifications • Deductibles 	[12-16]
<p>Modalities for triggering guarantees</p> <p>Number of documents in claims file ; Processing deadline</p>	[8-12]

¹ For each criterion, define the sub-criteria.

Payment modalities Other settlement facilities	
Coverage of regulated commitments	[15-25]
<ul style="list-style-type: none"> • Cer>110 • 100=<Cer=<110 • 90=<Cer<100 • Cer<90 Cer= rate of coverage of regulated commitments (see statement C4)	
Coverage of solvency margin	[10-20]
<ul style="list-style-type: none"> • Cms>110 • 100=<Cms=<110 • 90=<Cms<100 • Cms<90 Cms= rate of coverage of the solvency margin (see statement C11)	
Rhythm of settlement of claims during the past five years or for the duration of existence of companies less than 5 years of age $N_i = (CRS_i / CRS) * N_{max}$ CRS= average of rhythm of settlement of the highest claim during the period Nmax=Score of the column CRSi= average of rhythm of settlement of claims of bidder i Ni= Score of service provider i (see statement C10.b table D)	[10-20]
Coverage of re-insurance in the branch under consideration	[5-10]
<ul style="list-style-type: none"> • Currently valid treaties • Capacity of treaty 	
	100

The required minimum score is 75 /100. And only financial bids of bidders who attained this threshold shall be opened.

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

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

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

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

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

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

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

Tel :
Fax :
P.O Box :

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

Document No. 5: Technical proposal

SUMMARY

4A. Letter submitting the technical proposal

4B. Candidate's references

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

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

Letter submitting technical proposal

(Place, date)

To

Contracting Authority

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

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

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

Yours sincerely /-

Signature of empowered representative:

Name and capacity of signatory:

Address:

4B. Candidate's references

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

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

Name of Mission :	Country:
Place:	Specialized personnel supplied by your company/body (profiles) :
Name of client	Number of employees who took part in the mission :
Address:	Number of months of work;
Deadline:	Duration of Mission : 4 months
Commencement date : Completion date (month/year (month/year)	Approximate value of services (in CFA francs exclusive of taxes :
Name of possible associated service providers/partners	Number of work months Specialists furnished by associated service providers:
Name and functions of officials (Director/Coordinator of project, Team Leader) :	
Description of the project:	
Description of services effectively rendered by your personnel:	

Name of candidate: _____
Produce proofs

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

On the terms of reference:

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

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

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

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

Document No. 6: Financial proposal

(MODEL TABLES)

5A: Letter of submission of financial proposal

5B: Schedule of unit prices

5C: Schedule of bill of quantities and estimates

A : Model letter submitting financial bid

(Place, date)

To

Contracting Authority

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

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

Financial bid of lot No. _____

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

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

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

Yours sincerely/-

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

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

LOT N° _____

Risks	Groups	Number	Net premium per head

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

LIST OF GUARANTEES PER PERSON (THIS SHOULD BE READJUSTED TO FIT FOR HEALTH)

[illegible]

LIST OF PERSONS TO BE INSURED IN

[illegible]

- Claim rate of the past five years by type of insurance requested
- The last report of the risk visit
- Scale of care indicating the minima
- List of infrastructure, their content and value
- Annual turnover of company
- Personnel payroll

Document No. 7:
Terms of Reference (ToR)

HEALTH INSURANCE

GENERAL PROVISIONS

This shall be governed by the insurance code of CIMA member states.

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Shall be admitted:

An illness is characterized by health degradation; this state shall be approved by a competent health authority;

An accident shall be characterized by an unintentional physical attack on the assured which results from a sudden external cause

ARTICLE 1: Purpose of the Insurance

This insurance has as aim to reimburse the insured or beneficiaries, expenses incurred on medical or surgical treatments during illnesses or accidents within limits of the coverage as stipulated in the special provision.

The company's coverage shall be provided within the limits mentioned in articles 15 to 17 hereinafter.

ARTICLE 2 - EXCLUSIONS

The following shall be exempted from the Right to Compensation.

1 Treatments or interventions aimed at curing congenital malformations, unless these malformations concern children born subsequently at the inception date of the coverage.

2 Dental Prosthesis

3 Diseases or accidents which may result from following: civil or foreign wars, riots and uprisings, participation of the insured party in scuffles(safe in cases of self defence), in sports competitions generally known to be dangerous, alcohol abuse, drug abuse by the insured party (safe in accordance with doctor's prescription), pleasure flying by the insured party.

4 Accidents resulting from air navigation shall only be covered if the insured takes as a passenger regular business flights.

5 Accidents resulting from motorcycling practice and winter sports shall be covered with additional premium.

Miscarriages, premature births, accidental births, pregnancies, normal births and the like.

6 Medical treatments and other fees shall be reimbursed only in cases of surgical intervention at birth or complications and except if they arise after the first five months of pregnancy, in case it is induced by an external accident.

7 Thermal care, living expenses in the countryside, at sea and in the mountains (safe for sanatorium or health centres for cases provided in the annexe).

8 Diseases or accidents caused directly or indirectly through the disintegration of the atomic *nucleus*

ARTICLE 3 - EFFECTIVE DATE OF THE INSURANCE

The effective date of the contract depends on the payment of the premium by the policyholder.

All the same as dispensation from this principle, a term of payment may be granted as stipulated in article 13 of the CIMA Insurance code.

ARTICLE 4 -DURATION AND TERMINATION OF THE CONTRACT

A- DURATION

When the agreement makes provision for a tacit renewal it is thus, at the end of the current insurance year, automatically renewed from year to year except for non-payment of the premium or termination by either the parties. The information must be made known at least two months before this expiration, in the forms provided in articles 22 of the CIMA Insurance code.

At each term of insurance, the insurer shall notify the insured or the person responsible for payment of premium of the due date and amount owed at least 45 days in advance to the current address.

This notification written in a letter form with notice of delivery or discharge should recall that, the agreement shall automatically be terminated if the renewal premium is not paid within the period provided for in article 13 of the Insurance codes.

B-TERMINATION OF THE CONTRACT

The contract can be terminated before the normal expiration date following the conditions listed hereinafter:

1. By the policyholder or the Insurer:
 - a) At each annual premium due date, subject to two months' notice if the contract is renewed (Article 21 of the CIMA Code)
 - b) In an event where there is a change of place of residence, profession, retirement or termination from professional activities, or change of status or matrimonial regime, provided that these events are linked to the risk (Article 25 of the Insurance codes).
2. By the Insurer:
 - a) In an event of aggravation of the risk (Article 15 of the CIMA Code);
 - b) In case of failure to disclose material information concerning the risk or misrepresentation at the time of subscription or in the current contract, (Article 190 of the CIMA Code).
 - c) After an accident, the insurer reserves the right in this case, to terminate the contract, within three months after taking cognizance of the accident.
The termination of the contract after the accident shall only take effect after expiration of a one month notice from the date of notification to the insured party by registered letter or extrajudicial document or through any other means.
After this period of one month from acknowledgement of the loss, the insurer cannot rely on it to terminate the contract if he has already accepted the payment of a premium or a fraction of premium corresponding to a period after the said claim. Where use is made of the option provided for in the paragraph above, the Subscriber shall within one month notification of the termination of contract, terminate the other contracts he may have subscribed with the insurer.
This termination by the Subscriber shall take effect one month after notification

to the insurer. The use of the options provided in the preceding paragraphs results in the restitution of portions of the premium by insurer relating to the period when the risks are not covered.

- d) In an event of bankruptcy or liquidation from the insured (Article 17 paragraph 1 of the CIMA Code).

3. By the Policyholder:

- a) In an event of removal of aggravating circumstances mentioned in the policy (Article 15 of the CIMA Code) if the insurer refuses to reduce the premium accordingly.
- b) In case the insurer terminates the contract after an accident, the policyholder has the right within one month from the time of notification to terminate other contracts with the said insurer, one month after notification to the latter.
- c) In case of occupational pension or retirement in professional activities.

4. By the body of creditors of the Policyholder:

In the event of bankruptcy or court liquidation of the subscriber or the insured (Art. 17 of CIMA Code);

5. **As of right:**

- a) in the event of complete loss of insured vehicle following an event that is not covered under the policy (Art. 39 of CIMA Code);
- b) in the event of withdrawal of the Insurer's license.(Article 17, paragraph 2 of CIMA Code)
- c) In the event of requisition of property, use or service in accordance with the legislation in force.
- d) In the event of non-payment of the premium in the provisions and forms provided for in article 13 of the CIMA Code.
- e) In case of issuance of dishonoured check or when the adjustment has not been made within the time limits provided for in Article 13 paragraph 1 of the CIMA Code

In all cases of cancellation other than those provided for in point d) and e) above, the Insurer owes the subscriber the portion of premium pertaining to the period for which the risks are no longer covered.

Where the Subscriber or heir has the option to ask for cancellation, he/she may do so either by declaration made against acknowledgement at the headquarters of the insurer or the premises of the representative of the company in the area, by extrajudicial deed or by registered letter. Cancellation by the Insurer shall be by registered letter to the last known address of the Subscriber.

ARTICLE 5 - DECLARATION OF RISK AND MISREPRESENTATIONS

The company's commitment shall be based on declarations made by the Policyholder during the underwriting of the insurance, he may act as policyholder or insured. During the underwriting, the contract shall be established on the strengths of information given to the insured party by the Policyholder.

Therefore, the policyholder shall be bound to answer the questions as exactly as the insurer shall ask him notably in the risk declaration form through which the insurer questions him when concluding the contract, on the circumstances which shall make the insurer assess the risks which he incurs;

He shall also declare in the current contract, new circumstances which may either aggravate existing risk or create new ones, thus rendering the initial information inexact or null and void to the insurer, notably in form 2 above.

The policyholder must, by registered or countersigned mail, notify these circumstances to the insurer within fifteen day upon cognizance.

Furthermore, apart from the ordinary cause of nullity, and except as provided in article 80, the insurance contract is null in case of concealment or intentional misrepresentation on the part of the policyholder, when this concealment or misrepresentation changes the purpose of the risk or reduces the insurer's opinion, whereas the omitted risk or misrepresented risk by the policyholder has been without influence on the accident.

The bonus paid is left to the insurer, who has the right to the payment of all due premium as damages.

With regards to omission or misrepresentation on the part of the policyholder, whose bad faith has not been established, it does not incur the invalidity of the insurance.

If noticed before any accident, the insurer has the right to enforce the contract, subject to an increase of the premium with consent from the policyholder, either to terminate the contract ten days after notifying the insurer via registered or countersigned mail, while refunding part of the bonus paid for the time the insurance is no longer effective.

In an event where the declaration on the policy occurs after an accident, compensation is reduced proportionately to the bonus paid in relation to the premium rate owed, if the risks declared were exact or complete.

« MARKET » ADJUSTMENT CLAUSE OF THE HEALTH INSURANCE PREMIUM

1: ADJUSTEMENT OF THE PREMIUM.

At the end of each insurance period, the Insurer has the obligation to determine the technical result of the policy during the past financial year in order to determine the Loss/Premiums (S/P) ratio, in which:

S: represents the costs incurred between the effective date and the expiry date of the contract, including late claims to be received within a maximum period of three (03) months from the expiration date;

P: represents the amount of premiums net of fees and taxes, acquired by the Insurer during the past financial year, regardless of the date of issue or of their collection.

- Depending on the technical result, the premium for the past financial year will be automatically adjusted,
- The adjustment will be made on the basis of the scale below:

ADJUSTEMENT SCALE	
Report S/P	Adjustment %
0 to 0,40	Reduction of 20%
0,49 to 0,59	Reduction of 10%
0,60 to 0,75	No change
0,76 to 0,85	Increase of 15%
0,86 to 0,95	Increase of 30%
0,95 to 1,05	Increase of 40%
1,06 to 1,15	Increase of 55%
1,16 to 1,35	Increase of 80%
1,36 to 1,45	Increase of 100%
More than 1,45	Case by case

The modification of the premium resulting from the application of this clause is notified by the Insurer to the Subscriber as soon as the technical results require an upward adjustment of the premium both during and at the end of the contract.

The parties (Subscriber and Insurer) are required to apply the above scale.

N.B. 1: the ceiling for reducing the annual basic premium by the insured in the event of successive S/P (claims/premiums) resulting in a reduction, is set at 10% of the original annual premium.

N.B. 2: the Insurer has the option of adjusting the premium according to the loss experience during the execution of the contract.

Indeed, if during the insurance period, it is noted that the loss ratio to net premiums (S/P) of the policy is greater than 75%, the insurer, without waiting for the annual due date, sends an invoice to call for additional premium equivalent to 25% of the net premium which must be paid within FIFTEEN (15) DAYS from the date of receipt.

The additional premium call will be repeated as many times as necessary during the insurance year.

Any failure to pay this premium results in the suspension of cover and /or the termination of the policy within one month of receipt of the additional premium invoice

2: DISCOUNT CLAUSE

As part of the management of the requests for the withdrawal of insureds and in application of the principle of the divisibility of insurance premiums; the rebates

(reimbursement of premiums) corresponding to the premium portion relating to the period during which the risk did not run will be calculated.

However, persons incorporated into the insurance contract and having given rise to compensation or service from the insurer for any amount whatsoever can no longer benefit from a premium refund for the time between the date of their withdrawal from the contract and the expiry of the policy.

Indeed, the premium being the counterpart of the covered risk, the payment of an indemnity or service by the insurer on the occasion of the occurrence of a claim (regardless of its intensity or seriousness) caused to the insured person requires the automatic reconstitution of the guarantee, if applicable, results in the consumption of the premium object of the insurance.

ARTICLE 8 – EXPERTISE

If for medical reasons, the company refuses to settle wholly or partly the services requested for, before taking any judicial action, expertise shall be required, this appeal shall be dropped before a competent court at the Insurer's address.

Within the two months that shall follow the dispatch by the company of a registered mail, indicating the motives of its refusal towards the Policyholder, s/he is bound to make an application for a survey to the company via registered mail. On demand by the parties, the expert shall appointed the Council of competent Physicians for the address of the insured. The expertise fees are shared equally between the company and the insured

ARTICLE 9 - ENTRY INTO FORCE OF THE COVERAGE

WAITING PERIOD - BENEFIT ENTITLEMENT

At subscription, the insured shall be subjected to a medical questionnaire. The entry into force of the company's coverage, shall be subjected to the following rules:

1 In case of accident or infectious disease, IMMEDIATELY as from inception date of the insurance. Shall be considered as infectious, the following diseases: chickenpox, measles scarlet fever, diphtheria, pertussis, epidemic parotiditis, poliomyelitis, cerebrospinal meningitis, dysentery, typhoid fever and paratyphoid fever, plague, maxcy's disease.

2 For other infections, the company's coverage shall only be provided if the first medical observations takes place after a six months deadline whose start point shall be set from the inception date.

3 This deadline shall extended to TWELVE MONTHS for any tuberculosis, chronic heart and blood vessel diseases, hernia, (whatever the cause), chronic cholecystitis, calculus, diabetes, diseases of the female genital organs treated via surgery or electrotherapy, goitre and Graves' diseases, bone and joint deformity, epilepsy and Parkinson's disease, mental diseases, all forms of tumour.

4 In event of complications during birth, at the expiration of a nine month deadline as from the inception date.

5 New-born babies are admitted to the coverage without period if their parents are insured for at least six months from the day of birth and if requested by the parents within four days that follow this day.

6 Diseases which are medically proven that they did not develop without knowledge from the policyholder prior to the entry into force of the contract or before the

expiration of the waiting periods and the like, shall not be provided with benefit entitlement.

7 For every illness or accident indicated on the insurance proposal or occurring before the expiration of the waiting period, the policyholder is bound to answer to every inquiry from the company concerning his illness and the period which he consulted a doctor when he noticed the first symptoms.

If this policy replaces another Health Insurance Agreement of the company, the waiting periods stipulated in this article shall be repealed or reduced as far as the policyholder has been subjected to his former contract. However, apart from cases of accidents and infectious diseases, stated in the first paragraph, the policyholder cannot, even if he satisfies all conditions concerning the waiting period, obtain quality services to those provided by his former policy except if the first reports on his/her physical condition declared occurred three months after the inception date of the contract and if this illness is not the train or consequence of an illness (or accident) subject to a medical report before the expiration of this deadline.

ARTICLE 10 - OBLIGATION IN CASE OF ACCIDENT OR ILLNESS

Within ten days at most, as from the time of cognizance of the accident or illness, the policyholder or his rightful claimants must, notify the company, or its agent, in writing or orally against acknowledgement.

In the event of late declaration, of an accident or illness, forfeiture for late declaration may be invoked only if the policyholder, proves that the delay in declaration proves him any harm. Such forfeiture may not be invoked in any case where the delay is as a result of a fortuitous event or force majeure.

Moreover, they are bound to indicate in the notice of claims, the names, first name and address of the damage, the nature of the illness, the name and address of the physician in charge, and if it were an accident, the circumstances and the place where it took place as well as the names and address of witnesses, if any.

The company shall have the right to request from the policyholder to give complementary information on the treated disease. It may request for a medical assessment or ask him to answer a questionnaire from him/her. It equally has the ability to examine at its own expense, the care receiver, by a physician of its choice. The policy holder shall be bound to do this exam; he may as well require that his attending physician take part.

If, all through the duration of the contract, through willful false declaration notably malingering, the subscriber or policyholder, tries to obtain services, the policyholder is disqualified from his right to the benefit of the false declaration and the company is bound to terminate the contract subject to a ten day notice.

According to the terms mentioned in article 42 of the CIMA code, the company shall pay compensation in rights and actions to the policyholder against anyone liable for the claim.

ARTICLE 11 - RIGHT TO BENEFITS

The rights to benefits shall be acquired after completing the following formalities:

- a) Hand in to the company a lawyer's bill, if possible payments made and dated as well as doctor's prescriptions.
- b) These documents must recall the person being treated, the type of disease, the nature and and the date of the treatment given by the doctor. The name and prices of the medication should be correctly indicated on the doctor's prescriptions

Any notes, prescriptions and certificates handed as a result of accident are kept by the company.

In case of demand of provisions by a hospital or a clinic, the company can, on the request of the policyholder and within the limits of the rates, give their own guarantee.

All documents concerning a disease shall be handed to the company three months latest after the expiration of the treatment. In a where the disease last for more than three months, the subscriber must notify the company in order to permit him exercise control as stipulated in article 10.

The payment of the compensation shall take place in the months that shall follow the handing of supporting documents or court judgement

ARTICLE 12: Scope of the Insurance

The insurance is limited to surgical intervention, diseases and accidents which occurred in precise locations and under particular circumstances.

ARTICLE 13 – MILITARY SERVICE

Coverage shall not be applicable to accidents and illnesses which shall occur or be contracted while the policyholder is doing military service, excluding military periods in times of peace which shall not exceed one month.

Consequently, the effects of the contract shall be automatically suspended during military service of the policyholder, left for him to notify the company, through registered mail, of the departure and return dates back home.

ARTICLE 14 - GENERAL PROVISIONS ON MEDICAL CARE & INSURANCE SCHEME

When a policyholder benefits from social insurance or insurance scheme or another previous insurance health agreement which grants him services of the same nature like those provided in this contract, he is bound in an event of an accident, to apply to the organization or insurer of his choice to obtain the compensation for damages.

ARTICLE 15 – SERVICES

The company pays for the benefits no matter the fees of the policyholder, up to the maximum amount indicated. From the total amount, the franchise provided in the special provisions shall be deducted without the policyholder benefiting more than a 100% of his/her actual cost.

ARTICLE 16 - SURGERY AND HOSPITALISATION

Within the limits of the reimbursement rates of the agreed parties, the company can reimburse without franchise up to a maximum of 100% of expenses incurred by the policyholder.

ARTICLE 17- PREGNANCY AND CHILD BIRTH

Any reimbursement of any cost incurred for pregnancy, miscarriage, and child birth are excluded from the coverage of this contract. These and the like are not considered as illnesses, in the proper sense of the terms as stipulated in the general provisions.

However, if, due to pathological complications, obstructed or surgical deliveries an intervention or special care is necessary during pregnancy as well as during birth, the company takes charge of them for any extra fees (twelve days in case of child birth in a maternity home) this on the basis of illness benefits and surgeries stipulated in the preceding paragraphs.

ARTICLE 18 – VARIABLE INDICATOR

Guarantee benefits, net premium and franchise of the present policy shall be based on the index value following the reimbursement fee of the medical checkup at home (V) carried out by Scientific Social Organisms or on the contrary General practitioners of the Republic of Cameroon.

It shall then be agreed that, three months before the first day of the month of the annual premium, the index value shall decrease or increase in a proportion equal to or above 10% of the retained value for the calculation of the previous premium, services, premiums and franchise shall be readjusted in the same proportions and this, as from the date of maturity.

Readjustment shall be done by multiple of 10% of the initial amounts. The intermediary variations have to be multiplied to the nearest 10

ARTICLE 19 – MULTIVARIOUS ENACTMENT

Any notification and any notice handed to the company shall be legally valid if they are addressed by writing or verbally against receipt at the company's head office.

Where the insurer fails to notify the company of his/her new address, any communication addressed to the insured through registered letter to the last known address shall with effect within the normal deadlines correspond to the expiry date that should have begun if the letter was handed personally.

ARTICLE 20- LIMITATION

Any action deriving from the insurance contract shall be prescribed for two years, in accordance with articles 28 and 29 of the CIMA Insurance code.

Document No. 8:
Special Administrative Conditions

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CHAPTER I : GENERAL

Article 1 : Subject of the contract

The aim of this contract is for the provision of vehicle insurance for the North West Regional Assembly for twelve (12) months from January to December for the 2024 financial year

Article 2 : Procedure of award of the contract

This contract shall be awarded according to **OPEN NATIONAL INVITATION TO TENDER N°.... ONIT/NWRA/NWRAITB/2024 OF THE .../.../2024 FOR THE PROVISION OF VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY (RE-LAUNCH)**

Article 3 : Definitions and duties

3.1 General definitions

- The Contracting Authority shall be the **PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY**. He shall award the contract, ensure the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Authority in charge of the effective provision of the services is the Ministry in charge of Public Contracts.
- The Project Owner shall be: **PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY**. He represents the subscription administration of the services.
- The Contract Manager shall be the **DIRECTOR OF GENERAL AFFAIRES OF THE NORTH WEST REGIONAL ASSEMBLY**. He shall ensure respect of the administrative, technical and financial conditions and contractual deadlines.
- The Contract Engineer shall be the **North West Regional Chief for Insurance and Monitory** at the ministry of Finance. He shall be responsible for the technical monitoring of the contract. He renders account to the Contract Manager.
- The Project Manager of this contract shall be Commissioner for Health and Social Development at the North West Regional ASSEMBLY.
- The Ministry of Public Contracts or its competent sub-structure shall ensure the control of compliance of execution of the contract and issue the required prior endorsement.

3.2 Security

- The authority in charge of authorising payment shall be: President of the North West Regional ASSEMBLY.
- The authority in charge of the clearance of expenditures shall be *the Paymaster General*
- The body or official in charge of payment shall be *the Paymaster General*
- The official competent to furnish information within the context of execution of this contract shall be President of the North West Regional Assembly

Article 4: Language, applicable law and regulation

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

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

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

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

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

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

Article 6: General applicable instruments

This contract shall be subject to the following general instruments:

1. The CIMA Code;
2. The OHADA Treaty;
3. Decree No. 2012/075 of 8 March 2012 on the organization and functioning of the Ministry of Public Contracts;
4. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
5. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
6. Circular No. 002/CAB/PM of 31 January 2011 relating to the improvement of the performance of the public contracts system;
7. Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code and its enabling instruments;
8. Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency amended and supplemented by Decree No. 2012/076 of 8 March 2012;
9. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
10. Circular No. 00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2024 financial year;
11. Applicable standards;
12. Other instruments specific to the insurance domain.

Article 7: Communication

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

- 8.1 All notifications and written communication within the framework of this contract shall be sent to the following address:
- a. In the case where the contractor 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 Contract Manager and immediately after delivery of the supplies, correspondences shall be validly addressed to the *Bamenda I Council*, chief town of the Region in which the supplies were done;
 - b. In the case where the Project Owner the addressee:
Mr./Madam The President of the North West Regional Assembly with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, The Regional Delegation of Public Contract North West, where need be.
 - c. In the case where the Contracting Authority is the addressee:
Mr./Madam The President of the North West Regional Assembly with a copy addressed within the same deadline to the Project Owner, Contract Manager, Engineer Project Manager, The Regional Delegation of Public Contract North West , where necessary.
- 8.2 The supplier shall address all written notifications or correspondences to the Project Owner, with copies to the Contracting Authority, Project Manager, the Contract Manager and The Regional Delegation of Public Contract North West

Article 8 : Administrative Orders

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

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

Article 9: Contracts with conditional phases

- 9.1 The contract is in one phase

- A firm phase: from _____ to _____
- A conditional phase: from _____ to _____. (Not applicable)

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

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *[Not applicable]*

Article 10: Insurer's equipment and personnel

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

CHAPTER II: FINANCIAL CONDITIONS

Article 11 : Guarantees and bonds .

11.1 Final bond

The final bond shall be set at 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 approval of the services on the basis of a report drawn up to this effect following a release issued by the Contracting Authority upon request by the Insurer.

11.211.2 Performance bond

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

11.311.3 Guarantee of start-off advance

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

Article 12: Amount of the contract (GAC supplemented)

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

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

Article 13: Place and method of payment

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

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

Article 14 : Variation of premiums

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

Article 15: Premium revision formulae

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

Article 16: Premium updating formulae

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

Article 17 : Advances

Does not apply

Article 18 : Payment of services

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

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

- 100-2.2 %paid directly into the account of the Insurer;
- 2.2% paid into the Public Treasury as AIR due by the Insurer.

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

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

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

Article 19: Interests on overdue payments

Possible interests on overdue payments shall be due in accordance with Decree No. 2018/366 of 20/06/2018 to institute the Public Contracts Code.

Article 20: Penalties

A. Penalties for delay

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

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

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

B. PÉNALITÉS SPÉCIFIQUES

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

(Indicate if need be)

Article 21: Final detailed account

Non applicable

Article 22 : General and final detailed account

Non applicable

Article 23: Tax and customs regulations

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

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

All taxes inclusive prices means VAT inclusive.

Article 24: Stamp duty and registration of the contract

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

CHAPTER III : EXECUTION OF SERVICES

Article 25: Description of services

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

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

Article 26: Contract execution period

26.1 The period of execution of the services forming the subject of this contract shall be Twelve (12) months, divided as follows:

- Firm phase: from _____ to _____ ;
- Conditional phase: from _____ to _____. (Not applicable)

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

Article 27: Obligations of the Project Owner

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

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

Article 28: Obligations of the Insurer

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

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

Article 29: Execution programme

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

Article 30: Approval of personnel

Non applicable

Article 31: Sub-contracting

Non applicable

CHAPTER IV: ACCEPTANCE OF SERVICES

Article 33: Monitoring and Acceptance Commission

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

32.1 Composition

1. The representative of the Project Owner, chairperson;
2. Contract Manager, Member;
3. Project Manager Member
4. The Engineer, Secretary;
5. The MINMAP representative; Observer;
6. The Stores Accountant of the North West Regional Assembly Member
7. The Commissioner of Health at the North West Regional Assembly
(Observer)
8. The supplier observer

Members of the Commission shall be convened by mail for acceptance within a deadline of 72 hours before the date of acceptance.

32.2 Monitoring of services

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

Article 33: Acceptance of services:

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

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

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

CHAPTER V: SUNDRY PROVISIONS

Article 34: Case of force majeure

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

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

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

Article 35: Modification of the contract

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

Article 36: Disagreements and disputes

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

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

Article 37: Termination of the contract

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

Article 38: Production and dissemination of this contract

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

Article 39: Domicile of the Insurer

The Insurer elects domicile at.....

Article 40 and last: Entry into force of the contract

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

Document No. 9:
Model contract

CONTRACT No. _____ of _____ Awarded after OPEN NATIONAL INVITATION TO TENDER N°.... ONIT/NWRA/NWRAITB/2024 OF THE .../.../2024 FOR THE PROVISION OF VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY (RE-LAUNCH)

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

P.O. Box 0000 _____, Tel _____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer's No. _____

SUBJECT OF CONTRACT: Subscription of **insurance** by *HEALTH POLICY*

FOR THE PROVISION OF VEHICLE INSURANCE FOR THE NORTH WEST REGIONAL ASSEMBLY (RE-LAUNCH)
BAMENDA

Execution period: from SEPTEMBER to DECEMBER

AMOUNT OF CONTRACT:

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

Financing/ _____ Financial year(s)

Budget head

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

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

BETWEEN: The Contracting Authority",

On the one hand, represented by

And:

_____ **Insurance Company**

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

Business Registry No. _____

Taxpayer's No. _____

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

On the other hand,

It has been agreed and settled as follows:

SUMMARY

Part I: Special Administrative Conditions (SAC);

Part II: Term of Reference

Part III : Schedule of unit prices

Part IV : Details or detailed estimates

Page.... and last page of **CONTRACT No.** _____ of _____ awarded

after invitation to tender No. _____ of _____

With _____

Subscription of insurance policy (ies) by _____

Lot No. _____

EXECUTION PERIOD: For _____ to _____

Amount of the CFA F:

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

Read and accepted by the Insurer

(place of signature) _____ (date)

Contracting Authority

(place of signature) _____ (date)

Registration

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

Note on the model documents to be used

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

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

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

TABLE OF MODELS:

Annex No.1: Declaration of intention to bid

Annex No. 2: Model bid bond

Annex No. 3: Model of final bond

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

I, the undersigned,

Nationality:

Domicile:

Function:

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

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

Done in _____ on _____

Name, signature and stamp of the Insurer

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

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

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

Signed and authenticated by the bank at _____, on _____

The conditions of this commitment are as follows:

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

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

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

Annex No. 3: Model final bond

Financial establishment:

Reference of the bond: No _____

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

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

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

Whereas we have agreed to give the Insurer this bond,

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

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

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

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

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

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

Signed and authenticated by the financial establishment at _____ on _____

[Signature of the financial establishment]

Document No. 10: Justifications of preliminary studies

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

Note on preliminary studies

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

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

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

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

BANKS

I- BANQUES

1. Afriland First Bank (First bank), B.P 11 834, Yaoundé;
2. Banque Atlantique Cameroun (BACM), B.P. 2 933, Douala;
3. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), B.P. 12 962, Yaoundé;
4. Banque Gabonaise pour le Financement International (BGFI BANK), B.P. 600 Douala ;
5. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC) B.P. 1 925, Douala ;
6. Bank Of Africa Cameroun (BOA Cameroun), B.P. 4 593, Douala ;
7. CitiBank Cameroun (CITIGROUP), B.P. 4 571, Douala ;
8. Commercial Bank - Cameroon (CBC), B.P 4 004, Douala;
9. Ecobank Cameroun (ECOBANK), B.P 582, Douala;
10. National Financial Credit Bank (NFC-Bank), B.P. 6 578, Yaoundé ;
11. Société Commerciale de Banques-Cameroun (SCB-Cameroun), B.P 300, Douala ;
12. Société Générale Cameroun (SGC), B.P. 4 042, Douala ;
13. Standard Chartered Bank Cameroon (SCBC) B.P. 1784, Douala ;
14. Union Bank of Cameroon (UBC), B.P. 15 569, Douala;
15. United Bank for Africa (UBA), B.P. 2 088, Douala.

II- Compagnies d'assurances

16. Activa Assurances
17. AREA Assurances
18. Atlantique Assurances S.A.
19. Benefical General Insurance S.A.
20. Chanas assurances
21. CPA S.A.
22. NSIA Assurances SA
23. PRO-ASSUR S.A.
24. SAAR S.A.
25. SAHAM Assurances S.A.
26. Zenithe Insurance S.A.