

Document No. 6: 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-defense), 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 annex).

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 Policy Holder :

- 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 dishonored 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 days 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.

ARTICLE 6 - PAYMENT AND REVIEW OF PREMIUM

A- PAYMENT OF PREMIUM

The stipulated amount of the premium and accessories as well as taxes on insurance stated in the insurance policy, that can be recovered can be paid to the insurer or intermediary's address under the provisions stipulated in Article 541 of the CIMA Code.

Failure to pay the premium within the agreed period, the contract shall be terminated as of right, the portion of the accrued premium shall be retained by the insurer, without prejudice to any recovery cost.

B- REVIEW OF PREMIUM

In an event of modification or change in rates used by the insurer, the resulting new premium is automatically applicable in the present contract as from the maturity date or the first renewal which follows the date of implementation of the new rate, except if the change of rate is applicable to the current contract.

If the contract is a tacit renewal, the new premium shall be presented to the policyholder or the person in charge of the payment of the premium, 45 days before the premium term (Article 14 of the CIMA Codes).

The Subscriber or the Intermediary has the right to terminate the contract by registered mail within 15 (fifteen) day as from the time of presentation.

The termination of the contract shall be effective one month after the dispatch of the registered mail and the policyholder shall owe a portion of the calculated premium according to the previous rate. This fraction of the premium corresponds to the time elapsed between the date of the last premium term and the effective date of the termination.

ARTICLE 7- INDEXING

Guaranteed benefits, net premium and the deductible amount of this policy shall be based on the following index value:

The reimbursement of the consultation fee of a general physician (c) practiced by National Union of Private Physicians.

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. The calculation of the previous premium, the benefits, the premium and deductible amounts shall be adjusted in the same proportions as from the date of maturity.

The adjustment shall be through multiples of 10% of the initial amounts, the intermediary shall be rounded down to the closest 10.

In an event where this right is not exercised, at the main dead line, it could be same situation during the next deadlines.

« 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 appoint 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 take place after a six months deadline whose start point shall be set from the inception date.

3 This deadline shall extend 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 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. 7

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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 and health insurance coverage, to the Regional Executive Council members, Regional Counselors and personnel of 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/2025 OF THE .../.... /2025 FOR THE PROVISION OF VEHICLE INSURANCE AND HEALTH INSURANCE COVERAGE, TO THE REGIONAL EXECUTIVE COUNCIL MEMBERS, REGIONAL COUNCILLORS AND PERSONNEL OF THE NORTH WEST REGIONAL ASSEMBLY. (By Emergency Procedure)

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 the, 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 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 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 the Contract Manager (DGA)

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 0013995/C/MINFI of 31/12/2025 bearing 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 2025 financial year;
11. Applicable standards ;
12. Other instruments specific to the insurance domain.

Article 7: Communication

7.1 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.

7.2 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. SPECIFIC PENALTIES

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 mean 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 _____ .(Not applicable)

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

CONTRACT No. _____ of _____ Awarded after OPEN NATIONAL INVITATION TO TENDER N°001 ONIT/NWRA/NWRAITB/2025 OF THE .../.... /2025 FOR THE PROVISION OF VEHICLE INSURANCE AND HEALTH INSURANCE COVERAGE, TO THE REGIONAL EXECUTIVE COUNCIL MEMBERS, REGIONAL COUNSELLORS AND PERSONNEL OF THE NORTH WEST REGIONAL ASSEMBLY. (By Emergency Procedure)

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 AND HEALTH INSURANCE COVERAGE, TO THE REGIONAL EXECUTIVE COUNCIL MEMBERS, REGIONAL COUNCELLORS AND PERSONNEL OF THE NORTH WEST REGIONAL ASSEMBLY.
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.9:
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
cognizance 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. 11:
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. Beneficial 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.