**REPUBLIC OF CAMEROON PEACE - WORK– FATHERLAND**

***[PROJECT OWNER OR DELEGATED PROJECT OWNER]***

*[Insert denomination]*

***[(Internal or Regional, Divisional or Special) TENDERS BOARD]***

*[Insert denomination]*

|  |
| --- |
| **Tender File** *[National ] [Open or Restricted]* ***No****…..../[Type: ONIT or RNIT]*  */****PO or DPO****/* ITB or RTB or DTB or STB **/** *[Financial Year]* **of** *[Date of signature of the Tender Notice]*  **for** *[*subject of the Invitation to Tender] |

**FINANCING: ………………………**



**BUDGETARY CHARGE: ………………………**

**FINANCIAL YEAR…….**

**MODEL TENDER FILE FOR THE AWARD OF**

**INSURANCE CONTRACTS**

**Month** *and* **year**

**PREFACE**

*This model of tender file has been prepared by the Public Contracts Regulatory Agency   
(ARMP) and put into force by the Ministry of Public Contracts (MINMAP) for Project Owners and Delegated Project Owners for the award of insurance services contracts through invitation to tender. It includes:*

|  |
| --- |
| *Document No. 0: Letter of invitation to tender (where applicable)*  *Document No. 1: The Tender Notice (AAO) in English and French;*  *Document No. 2 The General Regulations of the invitation to tender(RGAO);*  *Document No. 3: The Special Regulations of the invitation to tender (RPAO).*  *Document No. 4 The Special Administrative Clauses (SAC):*  *Document No. 5: The Terms of Reference (ToR)*  *Document No. 6: The Technical proposal- Model tables;*  *Document No. 7: The Tables Model for Financial Proposal*  *Document No. 8: The* Contract model*;*  *Document No. 9: Model forms of documents to be used by bidders;*  *Document No. 10  The Integrity Charter;*  *Document No.11 The Commitment statement to comply with social and environmental clauses;*  *Document No.12 The maturity endorsement or justifications of preliminary studies;*  *Document No.13 The list of bank establishments and financial bodies authorised by the Minister in charge of finance to issue bonds for public contracts.*  *Document No.14 Online bidding procedure* |

**NB** *This facilitation document, prepared by ARMP and enforced by the Authority in charge of Public Contracts, shall be considered as an outline aimed at helping the Project Owners and Delegated Project Owners to prepare their Tender Files.*

*For the proper use of this document, it is imperative to refer to information notes, footnotes and examples contained therein. It is available in hard copy at the Head Office and Regional Centres of the Public Contracts Regulatory Agency (ARMP) and in soft copy on the following platforms (*[***http://www.publiccontracts.cm***](http://www.publiccontracts.cm) *et* [*www.armp.cm*](http://www.armp.cm)*).*

*After insertion of specific details in the indicated places and suppression of non-appropriate alternative provisions, the document can be used once the Project Owner or the Delegated project Owner is sure there is no contradiction nor conflict between the clauses on the sa**me subject.*

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

***a.*** *Special information such as the name of the Project Owner or the Delegated Project Owners and the address for the withdrawal of the Tender File (TF) must be filled in the Tender Notice and in the Special Regulations of the invitation to tender. The final document must not include blanks and alternative provisions;*

***b.*** *Footnotes or those in italics in the tender notice, the Special Regulations (RPAO), the Special Administrative Conditions (SAC), model tables are instructions or guidelines which the Project Owner or the Delegated Project Owner must follow. The final document must not contain any footnote;*

***c.*** *Forms included in document No. 09 must be filled by the bidder and footnotes which appear there are to be preserved because they contain instructions for the bidder;*

***d.*** *Qualification criteria of candidates and bids evaluation criteria as well as the various methods of evaluation featuring in the General Regulations must be the subject of profound examination to retain in the RPAO only those applicable to the consultation under consideration;*

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

* For quantifiable services for example vehicle insurance, use the binary method of scoring (yes/no) and open bids in a single phase with award to the offer evaluated as the lowest.

* For non-quantifiable services for example health insurance, use the marks scoring method with two-phase bid opening and award to the best bid.

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DOCUMENT No.0:  LETTER OF INVITATION TO TENDER (WHERE APPLICABLE)

**Note on the pre-qualification of candidates**

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A pre-qualification procedure may be carried out for major or complex works or equipment, with a view to launching a restricted invitation to tender

In this case, the Project Owner or Delegated Project Owner is bound to launch a call for expression of interest, in accordance with the model prepared by the ARMP and put into force by MINMAP, in order to pre-qualify candidates that will bid for the Invitation to tender concerned.

The pre-qualification conducted by the Project Owner or the Delegated Project Owner leads to a shortlist to be used as a basis for launching the consultation.

At the same time as this list is published, letters of invitation to tender are sent to the selected candidates and the final version of the tender file is made available to those who request it.

However, the Project Owner or Delegated Project Owner may be granted a waiver by **the Authority in charge of Public Contracts** on the pre-qualification process in the cases provided for in Article 78 (3) of the Public Contracts Code, particularly where:

* *The contract award schedule prepared in accordance with the regulations in force shows that the time necessary to complete the procedure is such that projected start or completion dates for services may not be met;*
* *the restricted invitation to tender concerns service providers selected within the categorisation framework.*

**Letter of invitation to tender**

*[Valid for Restricted Invitations to Tender]*

**Date:……………………….**

**To:** *[Name and address* *of the pre-qualified candidate]*

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

**Sir/Madam,**

**1.** We are pleased to inform you that you have been pre-qualified for the project referred to above and have consequently been authorised to tender *(for the following lots) (to be specified).*

**2.** You may tender for *[one or several lots or for all the lots as the case may be][[1]](#footnote-1)*for which you have been pre-qualified.

**3.** A complete set of the tender file may be consulted from the services of the PO/DPO, and where applicable at *[give exact address and location] and/or downloaded free of charge from the COLEPS platform available at:* <http://www.marchespublics.cm> and <http://www.publiccontracts.cm> and on the ARMP website: <http://www.armp.cm> or on any other means of electronic communication fixed by the Project Owner (*to be specified*).

4. The Tender File may be withdrawn against payment of a non-refundable sum for purchase fees *[insert the amount in CFA francs]* ([[2]](#footnote-2)) at the following service *[indicate the service concerned, its location and full address*].

**However,** the s**ubmission of bids by physical or electronic means is subject to the payment of Tender File purchase fees, which Tender File is downloadable free of charge.**

**5.** All tenders must include a bid bond of *[*a*mount in CFA francs* ([[3]](#footnote-3))*]* and must be submitted at (*indicate the exact address and location)* no later than (*time)* on (*date*) *in hard copy, and, as the case may be, in electronic version trough the COLEPS platform or any other electronic communication mean indicated by the Project Owner*. (*to be specified)*.

The bids shall be opened immediately in the presence of bidders or their representatives who wish to attend the bid-opening session ([[4]](#footnote-4)).

**6.** This invitation to tender is addressed to the candidates in the following restricted list:

|  |  |  |
| --- | --- | --- |
| **No.** | **Names of pre-qualified service providers (or group of service providers)** | **Addresses** |
| 1. |  |  |
| n. |  |  |

**7.** Candidates on the restricted list [may or may not][[5]](#footnote-5) come into a group. While candidates prequalified as a group may bid separately.

**8.** Please acknowledge receipt of this letter to the following address…… [*to be specified*] and within a maximum deadline of \_\_\_\_\_\_ days from the date of receipt of this letter and indicate if you intend or do not intend to tender.

Yours Sincerely, /-

*(Date and place of signature)*

*(Signature, name and stamp of the Project Owner or Delegated Project Owner)*

***Copies***

* **MINMAP;**
* **ARMP (for publication and archiving)****;**
* **Chairperson of the TB concerned;**
* **Chairperson of the CCCB, if applicable;**
* **Notice board.**

**DOCUMENT No.1.**

**TENDER NOTICE (AAO)**

***Note relating to the tender notice***

The Tender Notice, drafted in English and French, provides the information needed by the potential candidates to decide whether to acquire or consult the Tender File (TF) in order to eventually make an offer. It notably recalls bids evaluation criteria.

In addition to essential information contained in the Tender File, it must indicate evaluation criteria used for the qualification of bidders.

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

**Note relative à l’Avis d’Appel d’Offres**

L’Avis d’Appel d’Offres, rédigé en français et en anglais, fournit les renseignements dont les soumissionnaires potentiels ont besoin pour consulter ou décider d’acquérir le Dossier d’Appel d’Offres (DAO), en vue de présenter une offre le cas échéant. Il rappelle notamment les critères d’évaluation des offres

Outre les informations essentielles contenues dans le Dossier d’Appel d’Offres, il doit indiquer les critères d’évaluation utilisés pour la qualification des soumissionnaires.

Les renseignements qu’il contient doivent concorder avec celles fournies par les autres pièces du Dossier d’Appel d’Offres et, en particulier, avec ceux qui figurent dans le Règlement Particulier de l'Appel d'Offres.

***TENDER NOTICE***

*[Open or Restricted]* ***National Invitation to tender No****…..../[Type: ONIT or RNIT]*

*[The Project Owner or Delegated Project Owner]**Type of Tenders Board:*ITB or RTB or DTB or STB **/** *[Financial Year]* **of** *[Date of*

*signature of the Tender Notice]* **for** *[*Subject of the Invitation to tender]

1. **Subject of the invitation to tender**

Within the framework of *[context to be specified]* the *[Project Owner or Delegated Project Owner [to be specified]* hereby launches an invitation to tender *[type of invitation to tender]* for *[subject of the invitation to tender]*.

*[Specify in the case of restricted invitation to tender that: “This invitation to tender is launched following the call for expression of interest No….......…. of….......…. published on….......…........... in…..........................….]*

1. **Nature of services**

The services to be executed comprise: (brief description of insurance services planned, example car insurance: number of cars, guarantees, deductible, etc)

1. **Tranches/Allotment**

*[*Specify if the services are distributed into tranches and /or (specify the number) distinct lots] hereafter defined:

Lot No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: Insurance subject: *……………………………………*

The content of these services is detailed in the Terms of Reference (ToR) of this TF.

1. **Estimated cost**

The estimated cost of the operation following preliminary studies is…………(i*n case of tranches and/or allotment, indicate this estimated cost for each of the tranches and for each lot)*

1. **Estimated Execution period**

The coverage period provided for by the Project Owner or Delegated Project Owner is:………. *[ specify calendar month]* for the lot (s), distributed as follows:

* Firm tranche: ………………….month, from………..to ……………at midnight;.
* Conditional tranche (s) : …………………month, from …….to…… at midnight.

This time frame shall run from the date of notification of the administrative order to commence the services.

1. **Participation and origin**

Participation in this invitation to tender………………… is open to insurance companies operating under Cameroonian law, and located in Cameroon. They must comply with conditions laid down by the regulations in force in member States of the Inter-African Conference on Insurance Markets (CIMA).

The management of the insurance policy (ies) relating to this invitation to tender shall be ensured by………………………..[in case of resort to n insurance professionals name of the r professional to be specified by the PO or the DPO, as the case may be*]* (this professional should be independent in order to avoid situations of conflict of interest with potential insurers).

**NB.** In case the PO or DPO does not have qualified personnel for the preparation and monitoring of the execution of insurance contracts he may seek for the external expertise of a specialist in the area concerned by the insurance subject to define the technical specifications of the services to be executed and or the monitoring of the execution of the contract. In case this professional is to perform as a Broker, should be authorised in accordance with the prescriptions of Article 151(8) of the Public Contracts Code.

However, for more objectivity, this professional shall be an insurance independent expert.

1. **Funding**

The services under this tender shall be financed by the budget \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of ………….financial year (s), budgetary charge No.……………..

1. Mode of submission

The mode of submission selected for this consultation is *[Indicate one of the three modes of submission below: online, offline, online or offline].*

However, when both options are provided, a bidder cannot use both online and offline methods.

1. **Bid bond**

Each bidder must include in his administrative documents, a bid bond issued by a financial body or institution approved by the Minister in charge of finance to issue bonds for public contracts and whose list appears in document 13 of the Tender File (TF), of an amount of *[specify the all-in amount in CFA francs for each lot, if applicable. It is not more than 2 % of the estimated cost of the contract all taxes inclusive (ATI), in accordance with the Order in force]* and valid up to thirty (30) days beyond the initial date limit of the validity of bids.

**10. Consultation of Tender File**

The hard copy of the tender file may be consulted free of charge during working hours in the services of the PO/DPO at [*place of consultation of tender file* (SIGAMP service), door number, Post Box, telephone, fax, e-mail)] as soon as this notice is published.

It may equally be consulted **online on the COLEPS platform to the following addresses:** <http://www.marchespublics.cm> **and** <http://www.publiccontracts.cm> on the ARMP website ([www.armp.cm](http://www.armp.cm)) or *on any other electronic communication means indicated by the Project Owner ( to be specified*).

**11. Acquisition of tender file**

The hard copy of the tender file may be obtained from *[*(*place of withdrawal of the TF (SIGAMP service), door number, Post Box, telephone, fax, e-mail)]* as soon as this notice is published against payment of a non-refundable sum of *…….............................…..* CFA Francs *[In figures and words in accordance with the regulations in force]*, payable at *[Place of payment of the TF purchase fees: (the Public Treasury for Public Administrations and in the CAS- ARMP Special Account for other Project Owners, unless expressly exempted].*

It is also possible to obtain the electronic version of the Tender File by downloading it free of charge through the addresses indicated above. However, online submission is subject to the payment of Tender File purchase fees.

**12.** **Submission of bids**

Each bid shall be drafted in English or French

* For submission off line, the offer in seven (7) copies including the original and six (6) copies marked as such, should reach [*place of registration of bids]* no later than [*deadline for receipt of bids]* at [*time limit*] and should carry the indication:

***“National Invitation to tender*** *No……………. [N or I, O or R]*

*No. …………../Type: ONIT, OIIT, RIIT or RNIT]*

*[ Contracting Authority]/Project Owner/Delegated Project Owner/relevant TB/ [Financial year]*

of *[date of signature of tender notice]* for *[subject of the invitation to tender*

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

* For submission online, the bid must be submitted by the bidder on the COLEPS platform or any other official electronic means of communication to be specified by the Project Owner latest on [*deadline for receipt of bids*] at [*time limit*]. A back-up copy of the tender recorded on a USB key or CD/DVD must be sent in a sealed envelope with the clear and legible indication “back-up copy”, in addition to the above mentioned indication, within the deadline set.

File size and format

For online submission, the maximum sizes of the documents that will transit on the platform and constitute the tenderer’s offer are the following:

* 5 MB for the Administrative file;
* 15 MB for the Technical Offer;
* 5 MB for the Financial Offer.

The following formats are accepted:

* PDF format for text documents;
* JPEG for images.

The applicant shall use compression software to possibly reduce the size of the files to be transmitted.

**13. Admissibility of bids**

The administrative documents, the technical offer and the financial offer must be placed in separate envelopes and submitted in a sealed envelope.

The Project Owner shall not accept:

* Envelopes bearing information on the identity of the tenderers;
* Bids submitted after the closing date and time for submission;
* Envelopes without indication on the identity of the Invitation to Tender;
* Bids non-compliant with the bidding mode;
* Failure to comply with the number of copies specified in the RPAO or offer in copies only;

**Any incomplete offer in accordance with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a financial body or institution approved by the Minister in charge of Finance to issue bonds for public contracts or the non-respect of model of documents of the Tender File shall lead automatically to the rejection of the bid without any other procedure.**  A bid bond submitted but not relating to the consultation concerned shall be considered as absent. A bid bond presented by a bidder during the bid opening session shall not be accepted.

For Restricted invitation to tender (two-stage opening) : it should be mentioned that in addition to the number of copies required in the financial offer, the bidder must present a copy of this financial offer, in a sealed envelope to serve as sample offer marked as such and addressed to the body in charge of the regulation of Public Contracts for preservation. Failure to present the model offer shall lead to the inadmissibility of the bid of the candidate concerned, right at the opening of bids by the Tenders Board.

**14. Opening of bids**

The bids shall be opened in single phase or in two phases according to the type of insurance (quantifiable or non-quantifiable)

The opening of administrative documents, technical bids and/or financial offers (quantifiable insurance) shall take place on………………………at…………*(time to be specified*) \_\_\_\_\_\_\_\_\_\_ by the Project Owner or Delegated Project Owner’s Tenders Board in the…………….hall(*to be specified)*………….located at…………………..(*to be specified)*

Only the financial bids of tenderers that obtained a qualificative technical mark of …………………shall be opened for non-quantifiable insurance at ……………….(*to be specified*) by the same Board at a date to be announced later after publication of the technical evaluation results

Only tenderers may attend this opening session or be represented by a person of their choice, duly authorised, even in the case of a group of companies.

Under pain of being rejected, the required administrative documents must be submitted in originals or copies certified by the issuing service or the relevant administrative authority, **in accordance with the provisions of the Special Regulations of the invitation to tender. They shall be no later than 3 (three) months old from the original deadline for the submission of tenders or must have been issued after the date of signature of the Tender Notice.**

**In case of absence or non-conformity of a document in the administrative file during the opening of bids, after a 48(forty-eight) hours deadline granted by the Tenders Board, the file shall be rejected.**

[*The opening of bids must take place no later than one hour after the deadline for receipt of tenders set out in the Tender File].*

**15. Evaluation criteria**

*[Evaluation criteria are of two types: the eliminatory criteria and the essential criteria*. It should be specified that no criterion can be eliminatory and essential at the same time. T*he aim of these criteria is to assess compliance with the conditions laid down in the Tender File, administrative documents, the technical offer and the financial proposal in order to award the contract to tenderers.*

***15.1 Eliminatory criteria***

*The eliminatory criteria set the minimum conditions to be fulfilled in order to be admitted to evaluation following the essential criteria. They should not be the subject of notation. The failure to comply with these criteria shall lead to the rejection of the bidder’s offer.*

*The eliminatory criteria include:*

* Absence of bid bond at the opening of bids;
* Failure to submit, beyond the 48(forty-eight) hours deadline after the opening of bids, a document of the administrative file deemed non-compliant or absent (except the bid bond);
* False declarations, fraudulent schemes or forged documents;
* Absence of the sworn statement for not having abandoned contracts during the last three years;
* Failure to comply with the bid file format for online submissions;
* Absence of a quantified unit price in the financial offer;
* Absence of authorisation;
* Technical score less than X\_\_\_\_\_\_\_\_\_\_(to be specified) marks out of 100 marks (X referring to the qualification threshold of technical bids .
* Presence of financial information in the technical bid.
* Non-respect of the compulsory official minimum tariff (RC automobile);
* The bidder is under interim management or adjustment by CIMA
* Non conformity of the mode of submission;
* Absence of an element of the financial offer (the submission, the BPU, DQE)
* Absence of the dated and signed Integrity Charter;
* Absence of the dated and signed commitment statement to comply with environmental and social clauses.

**NB:** Depending on the specificity of the service, other relevant criteria may be added when drafting the Tender File

***15.2* Essential criteria**

*The so-called essential criteria are the fundamental or key ones that will help to measure the financial and the technical capacity of candidates to execute the services subject of the tender. They should be determined depending on the nature and the content of the services to be executed.*

*It is necessary to clearly specify the modalities for validating a criterion from the number of sub-criteria to be respected*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

The essential criteria for qualifying services providers shall include, for example, the following*:*

* General presentation of the offer;
* Bidder’s specific References in the performance of similar services
* Bids compliance with the Tender File;
* Technical capacity to carry out the mission;
* Bidder’s financial capacity;
* Signed partnerships and conventions;
* Other advantages and facilities granted;
* Detailed description of guarantees offered
* Modalities to use the guarantee;
* Coverage of regulatory commitments;
* Coverage of the solvency margin;
* Claim payment pace in the similar branch
* Valid reassurance treaties in the similar branch;
* Facilities granted.

*[NB: Specify the main qualification criteria that show the bidder has the technical capabilities and resources required to successfully carry out the contract. Essential criteria and sub-criteria are detailed, for each lot, In the Special Regulations of the Tender (SRIT).*

*[The grading system by giving marks shall only be applied in the case of non-quantifiable service. Otherwise, only the binary scoring system (yes or no) shall be applied].*

**16. Award of contract**

The Project Owner or the Delegated Project Owner shall award the contract to the bidder whose bid meets the required technical and financial qualification criteria and whose offer was evaluated **as the lowest (quantifiable insurance)** or to the tenderer presenting an offer evaluated **as the best** by the combination of technical, financial and or aesthetic criteria (non-quantifiable insurance).

**17. Maximum number of lots:**

An insurance company may tender for one or several lots, but cannot be awarded more than \_\_\_\_\_\_\_\_\_\_\_\_\_ lots. *[in case of allotment, specify the maximum number of lots a candidate may be awarded]*

[In the event a bidder is the best bidder or the lowest bidder for more than\_\_\_\_\_\_\_\_\_\_\_\_\_ lots, the Project Owner or Delegated Project Owner shall award the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lots of its list preferably specified in the financial offer to the said bidder in accordance with the conditions provided for in the RPAO]

**18. Duration of validity of bids**

Bidders shall remain committed to their bids for [*Indicate the duration between 60 and 90 days for NIT and 120 days for IIT*] from the initial deadline set for the submission of bids.

**19. Further information**

Additional information may be obtained during working hours from [(SIGAMP service), door number, Post Box, telephone, fax, e-mail] or online on the COLEPS platform via <http://www.marchespublics.cm> and <http://www.publiccontracts.cm>, or any other electronic communication means indicated by the Project Owner.

**20. Fight against corruption and malpractices**

For any denunciation of corruption attempt practices, facts or acts, please call the National Anti-Corruption Commission (NACC) on 1517, the Authority in charge of Public Contracts (MINMAP) (SMS or call) on (+237) 673 20 57 25 and 699 37 07 48, the ARMP at ……………. or the PO/DPO at …………………

*[**Place and date of signature (7)]*

*[Signature, name and stamp of the Project Owner*

*or Delegated Project Owner]*

***Copies:***

* **(MINMAP;**
* **ARMP(for publication and archiving);**
* **Project Owner** **or Delegated Project Owner concerned**, **if applicable;**
* **Chairperson of the T B concerned;**
* **Chairpersons of the CCCB, if applicable;**
* **Posting.**

Avis d’Appel d’Offres

**Avis d’Appel d’Offres N***ational] [Ouvert ou Restreint]* **N°**…....**/***[Type: AONO ou AONR]*

*[ le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué]/ Type de commission : CIPM ou CRPM ou CDPM ou CSPM]**[Exercice budgétaire]* **du** *[Date de signature de l’Avis d’Appel d’Offres]* **pour** *[Objet de l’Appel d’Offres]*

**Objet de l’Appel d’offres**

Dans le cadre de *[contexte* ***à préciser****]*, *le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué][A préciser]* lance un Appel d’Offres *[Type d’appel d’offres] Objet de l’appel d’offres]*.

*[Préciser en cas d’Appel d’Offres Restreint que : «Le présent appel d’offres fait suite à l’appel à manifestation d’intérêt n°……..............….. du……...............….. publié le……................….. dans……..................….. ]*

**Consistance des prestations**

Les prestations à exécuter comprennent : (description succincte des prestations d’assurance envisagées, exemple assurance automobile : nombre de véhicules, garanties, franchises, etc)

**Tranches/Allotissement**

*[Préciser si les prestations* sont réparties en *tranches et/ou* (préciser le nombre) lots distincts*]* *ci-après définis*:

* **Lot n°**\_\_\_\_\_\_\_\_\_ : objet Assurance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

La consistance de ces prestations est détaillée dans les Termes de Référence (TDR) du présent DAO.

**Coût prévisionnel**

Le coût prévisionnel de l’opération à l’issue des études préalables est de …………… (*en cas de tranches et/ou d’allotissement, indiquer ce coût prévisionnel pour chacune des tranches et pour chaque lot*) .

**Délai prévisionnel d’exécution**

La période de couverture prévue par le Maître d’ouvrage ou le Maître d’ouvrage Délégué est de \_\_\_\_\_\_\_\_\_\_\_\_\_[préciser mois calendaire] pour le(s) lot(s), répartis comme suit:

* Tranche ferme : \_\_\_\_\_\_\_\_\_\_\_\_\_\_ mois, du \_\_\_\_\_\_\_\_\_\_\_au\_\_\_\_\_\_\_\_\_\_\_\_\_ à minuit ;
* Tranche(s) conditionnelle(s) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mois du \_\_\_\_\_\_\_\_\_\_\_\_au\_\_\_\_\_\_\_\_\_\_\_ à minuit.

Ce délai court à compter de la date de notification de l’ordre de service de commencer les prestations.

**Participation et origine**

La participation au présent Appel d’Offres \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ est réservée aux Compagnies d’Assurances de droit camerounais installées au Cameroun, remplissant les conditions prévues par la réglementation en vigueur dans les Etats membres de la Conférence Interafricaine des Marchés d’Assurances (CIMA).

La gestion de la ou des polices d’assurances relatives au présent Appel d’Offres sera assurée par \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[en cas de recours n au professionnel d’assurances, nom du r professionnel à préciser par le MO ou le MOD, le cas échéant]. (ce professionnel devant d’avantage être un expert indépendant afin d’éviter les situations de conflit d’intérêt avec les assureurs potentiels).

**N.B :** Au cas où le MO ou MOD ne dispose pas de personnel qualifié pour la préparation et le suivi d’exécution des marchés d’assurance, il peut recourir à l’expertise externe d’un Spécialiste dans le domaine concerné par l’objet de l’assurance pour la définition des spécifications techniques des prestations à exécuter et ou le suivi de l’exécution du marché. Ce professionnel dans le cas où il est appelé à exercer comme Courtier doit être agréé conformément aux prescriptions de l’article 151 alinéa 8 du code des marchés.

Toutefois, pour plus d’objectivité, ce professionnel devrait être un expert indépendant en assurance.

**Financement**

Les prestations objet du présent Appel d’Offres sont financées par le budget de \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ de(s) exercice(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.sur la ligne d’imputation budgétaire n° \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mode de soumission**

Le mode de soumission retenu pour cette consultation est [*Indiquer l’un des trois modes de soumission ci-après : en ligne, hors ligne, en ligne ou hors ligne*]. *Toutefois lorsque les deux possibilités sont ouvertes le soumissionnaire ne peut utiliser à la fois le mode en ligne et le mode hors ligne.*

**Cautionnement de soumission**

Chaque soumissionnaire doit joindre à ses pièces administratives, un cautionnement de soumission établi par un organisme ou une institution financière agréée par le Ministre en charge des finances pour émettre les cautions dans le domaines des marchés publics et dont la liste figure dans la pièce 13 du DAO, dont le montant s’élève à *[préciser le montant forfaitaire en FCFA pour chaque lot le cas échéant; il est au plus égal à 2% du coût prévisionnel toutes taxes comprises (TTC) du marché conformément à l’arrêté en vigueur ]* et valable jusqu’à trente (30) jours au-delà de la date limite initiale de validité des offres. L’absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics, entraînera le rejet pur et simple de l'offre. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d’ouverture des plis est irrecevable.

**Consultation du Dossier d’Appel d’Offres**

Le dossier physique peut être consulté gratuitement dans les services du MO / MOD aux heures ouvrables à [Lieu de consultation du DAO (service SIGAMP), numéro de porte, BP, téléphone, fax, e-mail)] dès publication du présent avis.

Il peut également être consulté **en ligne sur la plateforme COLEPS aux adresses** [**http://www.marchespublics.cm**](http://www.marchespublics.cm/) **et** [**http://www.publiccontracts.cm**](http://www.publiccontracts.cm/) sur le site internet de l'ARMP ([www.armp.cm](http://www.armp.cm/)) *ou sur tout autre moyen de communication électronique fixé par le maître d’ouvrage (à préciser)*.

**Acquisition du Dossier d’Appel d’Offres**

La version physique du dossier peut être obtenue au *[Lieu de retrait du DAO (service SIGAMP), numéro de porte, BP, téléphone, fax, e-mail)]* dès publication du présent avis, moyennant paiement d’une somme non remboursable de *…….............................…..* francs CFA *[En chiffres et en lettres],* payable à *[Lieu de paiement des frais d’achat du DAO :[au Trésor Public pour les Administrations publiques et dans le Compte spécial CAS- ARMP pour les autres Maîtres d’Ouvrage sauf dérogation expresse].*

Il est également possible d’obtenir la version électronique du DAO par téléchargement gratuit aux adresses sus indiquées. Toutefois, la soumission en ligne est conditionnée par le payement des frais d’achat du DAO.

**Remise des offres**

*Chaque offre est rédigée en français ou en anglais.*

* *Pour la soumission hors ligne, l’offre en* sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir*[Lieu d’enregistrement des offres]*, au plus tard le *[Date limite de réception des offres]* à *[Heure limite]* et devra porter la mention

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

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

* Pour la soumission en ligne, l’offre devra être transmise par le soumissionnaire sur la plateforme COLEPS *ou toute autre moyen de communication électronique* officiel à préciser par le maître d’ouvrage au plus tard le [date limite de réception des offres] à [Heure limite]. Une copie de sauvegarde de l’offre enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l’indication claire et lisible « copie de sauvegarde », en plus de la mention ci-dessus dans les délais impartis.

Taille et format des fichiers

Pour la soumission en ligne, les tailles maximales des documents qui vont transiter sur la plateforme et constituant l’offre du soumissionnaire sont les suivantes :

* 5 MO pour l’Offre Administrative ;
* 15 MO pour l’Offre Technique ;
* 5 MO pour l’Offre Financière.

Les formats acceptés sont les suivants :

* Format PDF pour les documents textuels ;
* JPEG pour les images.

Le candidat veillera à utiliser des logiciels de compression afin de réduire éventuellement la taille des fichiers à transmettre.]

**Recevabilité des plis**

Les pièces administratives, l'offre technique et l'offre financière doivent être placées dans des enveloppes différentes séparées et remises sous pli scellé. Seront irrecevables par le Maître d’Ouvrage:

- les plis portant les indications sur l’identité des soumissionnaires ;

- les plis parvenus postérieurement aux dates et heures limites de dépôt ;

- les plis sans indication de l’identité de l’Appel d’Offres ;

- les plis non-conformes au mode de soumission ;

- Le non-respect du nombre d’exemplaires indiqué dans le RPAO ou offre uniquement en copies  ;

**Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par un organisme ou une institution financière agréée par le Ministre en charge des finances pour émettre les cautions dans le domaine des marchés publics ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours.** Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d’ouverture des plis est irrecevable.

Pour le cas de l’Appel d’Offres Restreint (ouverture en 02 temps) : il y a lieu de relever qu’en plus du nombre d’exemplaires de l’offre financière requis, le soumissionnaire est tenu de présenter un exemplaire de cette offre financière, dans une enveloppe scellée pour servir d’offre témoin marquée comme telle, et destinée à l’organisme chargé de la régulation des Marchés Publics pour conservation. Le défaut de présentation de cette offre témoin entraîne l’irrecevabilité de l’offre du candidat concerné, dès l’ouverture des plis par la Commission de Passation des Marchés.

**Ouverture des plis**

L’ouverture des offres se fera en un ou deux temps suivant le type d’assurance (quantifiable ou non quantifiable).

L’ouverture des pièces administratives, des offres techniques et/ou des offres financières (assurance quantifiable) aura lieu le\_\_\_\_\_\_[à préciser] à\_\_\_\_\_\_\_\_[à préciser] heures par la Commission de Passation des Marchés *du Maître d’Ouvrage ou du Maître d’Ouvrage Délégué* dans la salle de \_\_\_\_\_\_[à préciser] sise à\_\_\_\_\_\_[à préciser]

Seules les offres financières des soumissionnaires ayant obtenu la note technique qualificative de ……seront ouvertes pour les assurances non quantifiables à \_\_\_\_\_\_ [à préciser] par la même Commission à une date ultérieure après publication des résultats de l’évaluation technique.

Seuls les soumissionnaires peuvent assister à cette séance d’ouverture ou s’y faire représenter par une seule personne de leur choix dûment mandatée même en cas de groupement d’entreprise.

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou autorité administrative compétente, conformément **aux stipulations du Règlement Particulier de l’Appel d’Offres. Elles doivent dater de moins de trois(03) mois à compter de la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l’avis d’appel d’offres.**

**En cas d’absence ou non-conformité d’une pièce du dossier administratif lors de l’ouverture des plis après un délai de 48 heures accordée par la Commission, l'offre sera rejetée.**

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

**Critères d’évaluation**

*[Les critères d’évaluation sont de deux types : les critères éliminatoires et les critères essentiels. Etant entendu qu'un critère ne peut être à la fois éliminatoire et essentiel]*

*~~[~~Ces critères ont pour objet d’apprécier la conformité aux conditions fixées dans le Dossier d’Appel d’Offres, des pièces administratives, de l’offre technique et de la proposition financière en vue de l’attribution du marché soumissionnaires].*

**15. 1 Critères éliminatoires**

*Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l’évaluation suivant les critères essentiels. Ils ne doivent pas faire l’objet de notation. Le non-respect de ces critères entraîne le rejet de l’offre du soumissionnaire.*

Il s'agit notamment:

* de l’absence du cautionnement de soumission à l’ouverture des plis ;
* de la non production au-delà du délai de 48h après l’ouverture des plis, d’une pièce du dossier administratif jugée non conforme ou absente(excepté le cautionnement de soumission).
* des fausses déclarations, manœuvres frauduleuses ou des pièces falsifiées ;
* de l’absence de la déclaration sur l’honneur de non abandon des marchés au cours des trois dernières années ;
* du non-respect du format de fichier des offres *pour les soumissions en lignes* ;
* l’absence d’un prix unitaire quantifié dans l’offre financière ;
* de l’absence d’agrément ;
* d’une note technique inférieure à X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [à préciser] points sur 100(X renvoyant au seuil de qualification des offres techniques);
* de la présence d’informations financières dans l’offre technique;
* du non-respect du tarif minimum officiel obligatoire (RC automobile);
* de la mise sous administration provisoire ou de redressement du soumissionnaire par la CIMA ;
* de la non-conformité du mode de soumission ;
* de l’absence d’un élément de l’offre financière (la soumission, les BPU, le DQE) ;
* de l’absence de la charte d’intégrité datée et signée ;
* de l’absence de la déclaration d’engagement au respect des clauses environnementales et sociales datée et signée ;

**NB** : En fonction de la spécificité de la prestation, d’autres critères pertinents pourront être ajouté lors de l’élaboration des DAO.

**15 2. Critères essentiels**

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

Il convient de préciser formellement les modalités de validation d'un critère à partir du nombre de sous-critères à respecter.

Les critères essentiels à la qualification des prestataires porteront à titre indicatif sur :

* la présentation générale de l’offre ;
* les références spécifiques du soumissionnaire dans la réalisation des prestations similaires ;
* la conformité des offres par rapport au DAO;
* la capacité technique à exécuter la mission;
* la capacité financière du soumissionnaire;
* les partenariats et conventions signés;
* Autres avantages et facilités accordés.
* Descriptif détaillée des garanties offertes
* Modalités de mise en jeu de la garantie
* Couverture des engagements réglementaires
* Couverture de la marge de solvabilité
* Cadence de règlement des sinistres dans la branche similaire
* Traités de réassurance dans la branche similaire en cours de validité
* Facilités accordés

*[Indiquer les principaux critères de qualification qui montrent que le soumissionnaire dispose des capacités techniques et des ressources requises pour mener à bien l’exécution du marché.* *Les critères et sous-critères essentiels sont détaillés, pour chaque lot, dans le Règlement Particulier de l’Appel d’Offres (RPAO).]*

*[Le système de notation des offres par attribution des points ne s’appliquera qu’en cas de service non quantifiable. Dans le cas contraire seul le mode de notation binaire (oui ou non) sera appliqué].*

**Attribution**

Le Maitre d’Ouvrage ou le Maitre d’Ouvrage Délégué attribuera le marché au soumissionnaire ayant présenté une offre remplissant les critères de qualification technique et financière requises et dont l’offre aura été évaluée suivant **la moins disante (assurance quantifiable)** ou *au soumissionnaire présentant l’offre évaluée* ***la mieux disante*** *par combinaison des critères techniques financiers et ou esthétiques (assurance non quantifiable).*

**Nombre maximum de lots :**

Une Compagnie d’Assurances peut soumissionner pour un ou plusieurs lots, mais ne peut être attributaire de plus de \_\_\_\_\_\_\_\_\_\_\_\_\_ lots *[En cas d’allotissement, indiquer le nombre maximum de lots dont un candidat peut être attributaire.]*

[Au cas où un soumissionnaire serait le mieux disant ou le moins disant pour plus de \_\_\_\_\_\_\_\_\_\_\_\_\_ lots, le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué lui attribuera les \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lots de sa liste de préférence précisée dans l’offre financière selon les conditions précisées dans le RPAO]

**Durée de validité des offres**

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

**Renseignements complémentaires**

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à *[service (SIGAMP), numéro de porte, BP, téléphone, fax, e-mail]* ou en ligne sur la plateforme COLEPS aux adresses [http://www.marchespublics.cm](http://www.marchespublics.cm/) et [http://www.publiccontracts.cm](http://www.publiccontracts.cm/) ou tout autre moyen de communication électronique indiqué par le Maître d’Ouvrage.

**Lutte contre la corruption et les mauvaises pratiques**

Pour toute dénonciation pour des pratiques, faits ou actes de tentative de corruption, bien vouloir appeler la CONAC au numéro 1517, l’Autorité chargée des Marchés Publics(MINMAP) (SMS ou appel) aux numéros : (+237) 673 20 57 25 et 699 37 07 48, l’ARMP au numéro ………………. Ou le MO/MOD au numéro ………………………………….

*[Lieu et date de signature(7)]*

*[Signature, nom et cachet du Maître d’Ouvrage ou du Maître d’Ouvrage Délégué]*

***Copies:*** 

* **MINMAP**
* **ARMP (pour publication et archivage)**
* **Maître d’Ouvrage ou MOD concerné le cas échéant**
* **Président CPM concerné**
* **Présidents de CCCM, le cas échéant ;**
* **Affichage**

Document No. 2: General Regulations of the Invitation to Tender (RGAO)

**Note relating to the General Regulations of the Invitation to Tender**

The aim of document No. 2 is to provide bidders with the information they may

need to prepare their offers in conformity with the conditions laid down by the regulations in force.

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

This document includes model articles that are not to be modified.

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**General Regulations of the Invitation to Tender (RGAO)**

1. **Generalities**

**Article 1: Subject of the co****nsultation**

* 1. The Project Owner or the Delegated Project Owner, as specified in the Special Regulations of the invitation to tender, launches an invitation to tender for the subscription of an insurance policy described in this Tender File and briefly defined in the Special Regulations of the invitation to tender (RPAO)

The name, identification number and number of lots subject of the invitation to tender feature in the Special Regulations of the invitation to tender.

* 1. The bidder retained or the successful bidder shall cover the risks and the guarantees stated within the estimated time-limit indicated in the Special Regulations of the invitation to tender and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to commence the service.
  2. In this Tender File, the word “day” means a calendar day with the exception of the working days expressly specified in the Public Contracts Code.
  3. The mission shall be accomplished in accordance with the schedule indicated in the Terms of Reference and recalled in the RPAO. When the mission comprises several phases, the service provider’s performance during a given phase shall give satisfaction to the Project Owner or Delegated Project Owners before the next phase starts.
  4. Candidates should get informed of the local conditions and take them into account when preparing their proposals. To get first-hand information on the mission and the local conditions, il Candidates are advised, before submitting a proposal, to take part in the preparatory conference to establish proposals, if the RPAO provides for one. But participating in such a meeting is not mandatory. Candidates or their representatives should contact the officials mentioned in the RPAO to organise a site visit or to obtain additional information on the preparatory conference. Candidates or their representatives should their best to get these officials informed of their in due time in order to make the appropriate arrangements.
  5. The Project owner or Delegated Project Owner shall provide the information specified in the Terms of Reference, help the service provider in obtaining the licences and permits necessary for the provision of services, and provide in due course data and reports related to the relevant projects.
  6. Note that:

i. the costs for establishing the proposal and of the negotiation of the contract, including the visit to the Project Owner or Delegated Project Owner shall not be considered as direct mission costs and therefore, are not refundable;

ii. the Project Owner or Delegated Project Owner is no way bound to accept any of the proposals that would have been submitted.

* 1. Service providers give professional objective and impartial advices. In all circumstances they should defend before anything, the interests of the Project Owner or Delegated Project Owner, without putting into account the possibility of mission yet to come, and should absolutely any possibility of conflict with other activities or with the interests of their company. The services providers should not be engaged for missions that may be incompatible with their present or past obligations vis-à-vis other Project Owners or Delegated Project Owners, or that may be likely to put them in the impossibility to execute their task at the best of the Project Owner’s or Delegated Project Owner’s interests.
  2. Without prejudice to the general nature of this rule, the service providers are not engaged in the circumstances stated below:

a. No enterprise is engaged by the Project Owner or Delegated Project Owner to execute services for a project, nor any enterprise affiliated to the latter, is allowed to provide advice services for the same project. Similarly, no service provider engaged to provide advice services for the preparation or execution of a project, no any enterprise affiliated to the latter, is allowed later on to provide services, or ensure services in connection with its initial mission for the same project (unless it is the continuation of this mission);

b. No service provider, or enterprise affiliated to them shall be engaged for a mission which, by its nature, is likely to be incompatible with another of their missions.

* 1. As indicated in paragraph (a) of the clause above, services providers may be engaged to execute downstream activities when it is essential to ensure some continuity, in which case the RPAO should make mention of this possibility and the criteria used in the selection of the service provider should be taken into account in the probability of a renewal. It will be exclusively incumbent on the Project Owner or Delegated Project Owner to decide to have or not activities executed downstream, and if affirmative, to determine which service provider will be engaged to this end.

**Article 2: Financing**

The source of financing of the services subject of this invitation to tender are specified in the Special Regulations of the invitation to tender (RPAO).

**Article 3: Ethical principles, fraud and corruption**

3.1. Public officials, bidders and contract holders, as well as any person involved in any capacity in the chain of award, execution, control and regulation of contracts, are subject to the provisions of laws and regulations prohibiting acts of corruption, fraudulent schemes, collusive, coercive or obstructive practices, conflicts of interest, insider trading and complicity.

In this respect, they subscribe to the integrity charter, the model of which is attached to this Tender Tile (Document 10).

3.2 The Project Owner or the Delegated Project Owner shall require that bidders and the contracting partners comply with the strict professional rules of ethics in the award and execution of these contracts: According to this principle, the Project Owner or Delegated Project Owner:

a . Defines within the context of this clause, the expressions below as follows:

i. Whoever offers, gives, solicits or accepts any form of advantage in order to influence the action of a public employee during the award or execution of a contract shall be guilty of “corruption”

ii. Whoever deforms or distorts facts in order to influence the award or execution of a contract shall be indulging in “fraudulent schemes”.

iii. Two or more bidders who connive to artificially keep bid prices at a level not commensurate with those which would result from competition shall be guilty of “collusive practices”;

iv. Whoever harms persons or damages their property or makes threats against them, directly or indirectly, in order to influence their actions during the award or execution of a contract shall be indulging in “coercive practices”

v. “Conflict of interest”: any bidder may be considered as in a situation of conflict of interest in the following conditions:

* Is associated or has been associated in the past, to an undertaking (or to a subsidiary of this enterprise) that provided consultancy services for the design, preparation of specifications and other documents used within the framework of contracts awarded under this invitation to tender;
* submits more than one offer within the framework of this invitation to tender, except variant offers authorised according to clause 17, if applicable; however, this is not an impediment to the participation of subcontractors in more than one offer;
* the Project Owner or Delegated Project Owner has financial interests in his geography of the capital likely to compromise the transparency of public contracts award procedures;

vi. Complicity means:

* omission or negligence to carry out controls or to give the prescribed technical opinions;
* Intentional omission to inform the Project Owner or the competent authority of irregularities noted in the discharge of his duties.

vii. Whoever commits acts aimed at destroying, falsifying, altering or concealing evidence on which an investigation is based or any misrepresentation made to investigators, or any threat, harassment, or intimidation against a person for purposes of preventing him from revealing information relating to an investigation or the continuation thereof, shall be indulging in “obstructive practices”

b. any award proposal is be rejected if there is evidence that the proposed successful bidder, directly or through an agent, is guilty of corruption, conflict of interest, and collusion or has engaged in fraudulent schemes, collusive, coercive or obstructive practices in connection with the award of this contract;

* 1. Candidates disclose information on commissions and premiums eventually paid or that are to be paid to agents in relation to this proposal, and the execution of the contract if awarded to the candidate, as required in the financial proposal form (tender letter).

3.4- Candidates should not have been declared excluded from all contracts award for corruption or fraudulent schemes reasons;

3.5. The Public Contracts Authority may, as precautionary measure, take a decision to ban from bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, complicity, insider trading, fraud, corruption, or production of fraudulent documents in his offer, without prejudice to legal proceedings that may be taken against him.

3.6. Where the candidate proposes a public official in his technical proposal, that official undertakes to provide written attestation from his or her ministry or employer that he or she is available and authorised to work full time outside his or her previous official position. The candidate shall present this commitment to the Project Owner or the Delegated Project Owner as part of his Technical Proposal.

3.7. The Public Contracts Authority may take a decision banning public actors found guilty of violating the provisions of the Public Contracts Code from participating in public contracts award and execution monitoring for a period not exceeding two (2) years.

**Article 4: Candidates allowed to compete**

4.1 Apart from the **restricted invitation to tender which is open to all candidates selected at the end of the pre-qualification procedure and/or those selected within the framework of the categorisation previously indicated in the tender notice and recalled in the Special Regulations of the Invitation to Tender**, as a general rule, the tender is open to all bidders, provided that they meet the following eligibility conditions:

a. A bidder (including all members of a group of enterprises and all bidders’ sub-contractors) must be from an eligible country, in accordance with the Financing Agreement, if applicable;

b. a bidder (including all members of a group of enterprises and all tenderers’ sub-contractors) must not be in a situation of conflict of interest under pain of disqualification. A bidder may be deemed to be in a situation of conflict of interest under the following conditions:

1. is associated, or has been associated in the past, with a firm (or a subsidiary of that firm) that has provided consultancy services for the design, preparation of specifications and other documents used in connection with contracts awarded under this invitation to tender;

ii. submits more than one tender under this invitation to tender, with the exception of variant tenders permitted under clause 17, where applicable; however, this does not preclude the participation of sub-contractors in more than one offer;

iii The Project Owner or the Delegated Project Owner has financial interests in his geography capital that may compromise the transparency of Public Contracts award procedures;

iv. is affiliated with a group or entity that the Project Owner or Delegated Project Owner has recruited or intends to recruit to participate in the control;

c. a legal person under public law if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to private accountancy and (iii) not under the direct or indirect supervisory authority of the Project Owner or Delegated Project Owner.

d. civil society organisations and Public Establishments, provided that the prices proposed are competitive, that is to say, they have been determined (i) by taking into account all the direct and indirect costs contributing to the formation of the price of the service which is the subject of the contract and (ii) that they have not benefited, in the determination of this price, from advantages arising from the resources allocated to them by virtue of their public service missions.

4.2. The invitation to tender is open or restricted according to the specifications of the Special Regulations of the Invitation to Tender to all candidates who meet the following conditions:

a. not be in a state of judicial liquidation or bankruptcy;

b. not be subject to any of the prohibitions or disqualifications provided for by the laws and regulations in force, both nationally and internationally;

c. subscribe to the declarations provided for by the laws and regulations in force.

4.3. To bid online via COLEPS, the candidate or bidder must be registered on the platform and have a valid electronic certificate.

4.4. If the invitation to tender is restricted, the consultation is opened to all candidates retained at the end of the prequalification procedure and/or to those retained within the categorisation previously indicated in call for tenders and recalled in the RPAO.

**Article 5: Documents establishing the qualification of the Bidder**

5.1 Bidders must, as an integral part of their offers:

a. provide a power of attorney authorising the bid signatory to commit the bidder, with the exception of natural persons;

b. Provide documentation to establish the bidder's qualification according to the list provided for in the Special Regulations of the Invitation to Tender and including, in particular, all the information (supplement or update information attached to their application for pre-qualification that may have changed, in case the Applicants have been the subject of pre-qualification) required of them in the Special Regulations of the Invitation to Tender.

Information on the following points is required if applicable:

i. Production of the extract showing turnover and results;

ii. access to a credit line or other financial resources;

iii. the executed contracts;

iv. the list of key personnel;

5.2 Tenders submitted by two or several grouped contractors (joint-contracting) must meet the following conditions:

a. the offer must include for each company all the information listed in Article 5.1 above. The Special Regulations of the Invitation to Tender should specify the information to be provided by the consortium and that to be provided by each member of the group;

b. the tender and the contract must be signed in such a way as to bind all members of the group;

c. the nature of the grouping (joint or several as required in the Special Regulations of the Invitation to Tender) must be specified and justified by the production of a copy of the group agreement in due form;

d. the member of the consortium designated as the representative will represent all the companies vis-à-vis the Project Owner or the Delegated Project Owner for the execution of the contract;

e. In case of a several group of undertakings, the co-contractors share the payments which are made by the Project Owner or the Delegated Project Owner in a single account. In the case of a joint group of undertakings, the tasks of each member must be specified and each company is paid by the Project Owner or the Delegated Project Owner in its own account.

5.3. Bidders must also submit proposals with sufficient details to show that they comply with the technical specifications and execution timeframes referred to in the Special Regulations of the Invitation to Tender.

**B. THE TENDER FILE**

**Article 6: Content of the Tender File**

6.1. The tender file describes the services subject of the contract, lays down the procedures for consulting service providers and specifies the conditions of the contract. In addition to the addendum/addenda published in accordance with Article 8 of the General Regulations of the Invitation to tender, it also includes the main documents listed below:

Document No.0: The letter of invitation to tender (in the case of restricted tenders);

Document No. 1: The tender notice (AAO) drafted in English and French

Document No. 2: the General Regulations of the Invitation to Tender (RGAO)

Document No. 3: The Special Regulations of the invitation to tender (RPAO)

Document No. 4: The Special Administrative Conditions (SAC)

Document No.5: The Terms of Reference (ToR);

Document No.6: the Model tables (technical proposal);

Document No. 7: Model tables (financial proposal);

Document No. 8: The Contract model;

Document No. 9: Model of documents or forms to be used by bidders including:

* The model letter of intent to bid;
* The Bid Bond model
* The model final bond;
* The model group agreement;
* The model insurance form;
* The Model Social and Environmental Commitment Statement.

Document No.10: The Integrity Charter;

Document No. 11: Social and environmental commitment;

Document No. 12: The maturity visa or justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner the availability of funding or the budgetary charge.

Document No. 13: The list of financial institutions or bodies approved by the Minister in charge of finance and authorised to issue bonds, within the framework of public contracts, to be inserted by the Project Owner or the Delegated Project Owner.

Document No.14: Online bidding procedure

6.2. The Bidder shall review all regulations, forms, conditions and specifications contained in the Tender File It is the responsibility of the bidder to provide all the information requested and to prepare a bid that complies in all respects with the said file.

**Article 7: Clarification on the Tender File and petitions**

7.1. Any bidder seeking clarification on the tender file may apply to the project owner or the delegated project owner in writing or by electronic mail (telecopy or e-mail) to the project owner’s or the delegated project owner’s address in indicated in the Special Regulation of the Invitation to tender with a copy to the Public Contracts Regulatory body or via COLEPS. However, the Contracting Authority shall respond in writing or by e-mail or via COLEPS to any request for clarification received at least fourteen (14) days for (NIT) and fourteen (14) days for (IIT) before the deadline for submission of offers.

7.2. A copy of the Project Owner's or Delegated Project Owner's reply, indicating the question asked but not mentioning its author, is sent to all bidders who bought the Tender File.

7.3. Any bidder who feels aggrieved may lodge a petition to the Project Owner or the Delegated Project Owner. In case of restricted invitation to tender, the petition must:

i)  at the pre-qualification stage, relate to requests for re-examination of the application or pre-qualification requirements or requests for re-examination of decisions or documents signed by the Project Owner or the Delegated Project Owner during the pre-qualification process.

ii) Candidates shall have five (5) working days before the date of submission of applications and five (5) working days after the publication of the results of the pre-qualification to lodge their petitions with the Project Owner or the Delegated Project Owner, with a copy to the Authority in charge of public contracts and to the body in charge of regulating public contracts.

iii) This petition is not suspensive.

7.4. When the invitation to tender is the procedure selected, the petition must be submitted between the publication of the tender notice and the opening of bids:

* to the Contracting Authority with a copy to the Authority in charge of Public Contracts and to the body in charge of regulating public contracts;
* it must reach the Contracting Authority no later than fourteen (14) working days before the bid opening date;
* the Contracting Authority shall have five (5) working days to respond. A copy of the response is sent to the Public Contracts Authority and to the body in charge of regulating public contracts;
* in the event of disagreement between the petitioner and the Contracting Authority, the petition is referred by the complainant to the Petitions Review Committee.
* This petition is not suspensive.

**Article 8: Modifications on the Tender File**

8.1. The Project Owner or the Delegated Project Owner may, at any time before the deadline for submission of bids and for any reason, either on its own initiative or following a referral from a candidate, modify the tender file by publishing an addendum.

8.2. Any addenda thus published shall form an integral part of the Tender File in accordance with Article 6 of the General Regulations of the invitation to tender and shall be communicated in writing or by any other means that in writing to all bidders who have bought the Tender F**ile or via COLEPS or any other electronic communication means indicated by the Project Owner in the TF.**

8.3. In order to give candidates sufficient time to take the addendum into account in the preparation of their bids, the Project Owner or the Delegated Project Owner may extend the deadline for submission of bids as much as necessary, in accordance with the provisions of Article 19 of the General Regulations of the Invitation to Tender

1. **PREPARATION OF OFFERS**

**Article 9: Tender fee**

The applicant shall bear all costs related to the preparation and submission of his offer. The Project Owner or Delegated Project Owner shall be in no way responsible or liable for these costs, be expected to pay them, regardless of the progress or outcome of the bidding process.

**Article 10: Language of the offer**

The offer and any correspondence and document exchanged between the Bidder and the Project Owner or Delegated Project Owner shall be in English or French. Additional documents and printed matter provided by the bidder may be in another language provided they are accompanied by an accurate translation into English or French, in which case, for the purposes of interpreting the tender, the translation will be authentic.

**Article 11: Constituent documents of the offer**

11.1 The offer presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three volumes:

***a-******Volume 1: Administrative file***

It includes:

a.1.All documents attesting that the bidder:

* has subscribed all declarations provided for by the laws and regulations in force;
* paid all taxes, duties, contributions, fees or deductions of whatever nature;
* is not winding up or bankrupt;
* is not the subject of an exclusion order or forfeiture provided for by the law in force, both nationally and internationally;

a.2. The bid bond established in accordance with the provisions of Article 15 of the General Regulations of the invitation to tender;

a.3.The written instrument empowering the signatory of the tender to commit the tenderer legal entity, if applicable, in accordance with the provisions of Article 5 of the General Regulations of the Invitation to Tender

**b- *Volume 2: Technical proposal***

It includes:

*b.1.* ***Information on the qualification***

The Special Regulations of the Invitation to Tender specifies the list of documents to be provided by bidders to justify the qualification criteria mentioned in Article 5 of the General Regulations of the Invitation to Tender, in particular the company's references, and the list of personnel.

*b.2.* ***Methodology***

The Special Regulations of the Invitation to Tender specifies the elements of the bidders' technical proposal, in particular: a methodological note covering an analysis of the services and specifying the organisation and programme that the bidder intends to put in place or implement to carry them out (data collection, deployment of experts, planning, co-insurance, if applicable, etc.).

*b.3.* ***Proof of acceptance of the conditions of the contract***

The bidder shall submit duly initialled, filled and signed copies of documents of administrative and technical nature governing the contract, namely:

i. The Special Administrative Clauses (SAC)

ii. The Terms of Reference (ToR)

*b.4.* ***Comments on SAC and ToR (optional)***

11.2. Bidders will comment on the technical choices of the project and possible proposals.

11.3. In preparing the Technical Proposal, Bidders are expected to examine in detail the documents that this Consultation File. Obvious inadequacies in the information provided may result in a proposal being rejected.

11.4. In preparing the Technical Proposal, Bidders should pay particular attention to the following considerations:

i. If the bidder believes that he does not possess all the skills required for the assignment, he may get them by coming into a group with other bidders in the form of a consortium or by subcontracting, as appropriate. Bidders may associate with others only with the approval of the Project Owner or the Delegated Project Owner, as specified in the Special Regulations of the Invitation to Tender.

ii. It is desirable that the proposed specialised staff be made up of a majority of permanent wage earners of the bidder or maintain a long-standing stable working relationship with the bidder;

iii. The proposed specialised personnel must have the minimum experience specified in the Special Regulations of the Invitation to Tender, preferably acquired under working conditions similar to those of the country where the mission is to be conducted;

iv. Only one specialised personnel can be proposed and only one curriculum vitae (CV) per position is allowed.

11.5. The reports to be produced by Bidders for this assignment must be in the language(s) specified in the Special Regulations of the Invitation to Tender. It is desirable that the bidder's staff has a good working knowledge of English and French;

11.6. The Technical Proposal provides the following information using the attached Tables (Document 4):

i. A brief description of the bidder and an overview of its recent experience in similar assignments (Table 4B). For each of them, this summary must indicate in particular the characteristics of the personnel proposed, the duration of the assignment and the contract price.

ii. Any comments or suggestions on the Terms of Reference and the data, services and facilities to be provided by the Project Owner or the Delegated Project Owner (Table 4C);

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

iv. The composition of the team by speciality and the tasks assigned to each member and their schedule (Table 4E);

v. The bidder's references in similar assignments over the last three years. The various contracts, which should be justified by the first and last pages bearing the stamps and signatures of both parties, should be accompanied by letters of satisfaction. (Table4F);

viii. Any other information requested in the Special Regulations of the Invitation to Tender.

11.7. The Technical Proposal should not contain any financial information.

**C- Volume 3: Financial proposal**

11.8. It includes the elements that help to justify the cost of the services, namely:

c.1. The submission itself, in original, drafted in accordance with the attached model or standard form, stamped at the current rate, signed and dated;

c.2. The unit price schedule duly filled;

c.3. The detailed quantities and cost estimates duly filled;

11.9. Bidders shall use to this effect, the standard documents and forms provided for in the tender file, subject to the provisions of Article 15 of the General Regulations of the Invitation to Tender of regarding other possible forms of bid bond.

11:10. Bidders shall indicate the rebates granted in their offers. If, in accordance with the provisions of the RPAO, bidders submit offers for several lots of the same Invitation to tender, they may indicate rebates in case they are awarded more than one lot. They shall specify the conditions for the application of these rebates.

11:11. The Financial Proposal must be prepared using the Standard Tables (Document 5). It lists all the costs associated with the assignment. If necessary, all expenses can be broken down by activity.

11:12. The Financial Proposal must show separately the taxes, duties (including social security contributions), levies and other fiscal charges applicable under the laws in force on applicants, subcontractors and their personnel (other than Cameroon nationals or permanent residents), unless otherwise specified in the Special Regulations of the Invitation to Tender.

11:13. It is assumed that activities and inputs described in the Technical Proposal for which no costs are mentioned are included in the cost of other activities and inputs.

11:14. Candidates shall express the price of their services in the currency (ies) specified in the Special Regulation of the Invitation to Tender.

11:15. Commissions and premiums, if any, paid or to be paid by the candidates in connection with the assignment or service, are specified in the letter of submission of the Financial Proposal (Section 5.A).

11:16. The Special Regulations of the Invitation to tender indicates how long proposals must remain valid from the date of submission. During this period, bidders must keep the proposed specialised personnel available for the assignment. The Project Owner or the Delegated Project Owner shall do all his best to successfully carry out the negotiations within this time limit. If the latter wishes to extend the validity of the proposals, applicants who do not consent to such an extension have the right to refuse such an extension.

**Article 12: Offer price**

12.1. Unless otherwise specified in the Tender File, the contract price will cover all the services described in accordance in Article 1.1 of the RGAO, in the RPAO and the ToR, on the basis of the costed model Detailed quantities and estimates, the model price schedule and of the breakdown of the lump-sum prices submitted by the bidders.

12.2 The bidder shall fill the unit and total prices for all items in the Price Schedule and the detailed quantity and estimate.

12.3. Subject to the contrary provisions of the Special Regulations of the Invitation to Tender and SAC, all duties, taxes, fees and insurance payable by the Bidder under the future Contract, or otherwise, thirty (30) days prior to the deadline for submission of bids shall be included in the prices and in the total amount of his offer.

12.4. If price revision and/or updating clauses are provided for in the contract, the date in which the initial prices were established, as well as the modalities for the revision and/or updating of these prices, must be specified. It should be understood that any Contract which execution duration is equal to at most to one (1) year cannot be the subject of price revision.

12.5. All unit prices with quantities must be supported by sub-details established in accordance with the proposed framework in Document No.7 of the TF.

**Article 13: Offer and payment currencies**

13.1. In case of International invitations to tender, the offer currencies should follow the provisions either of Option A or Option B below; the option applicable being the option selected in the RPAO.

13.2. Option A: the bid amount is entirely expressed in national currency

The amount of the offer, the unit costs and the prices of the detailed quantities and cost estimates are entirely expressed in CFA Francs as follows:

a. The prices will be expressed entirely in national currency. The bidder who intends to commit expenditures in other currencies for the execution of the services, shall indicate in the annex of the offer the percentage(s) of the amount of the offer necessary to cover the needs in terms of foreign currencies, without exceeding the maximum of three currencies of member countries of the contract financing institution.

b. The exchange rates used by the bidder to convert his offer in national currencies shall be specified by the tenderer in the annex of the submission in accordance with the precisions of the RPAO. They shall be applied for any payment under the contract, so that no exchange risk is borne by the selected bidder.

13.3. Option B: the amount of the offer is directly presented in national and foreign currency.

The bidder shall present the unit costs and prices of the detailed quantity and cost estimates in the following manner:

a. the costs of charges necessary for the services the bidder intends to bear in the PO or DPO country shall be expressed in CFA francs as specified in the RPAO and named “national currency”.

b the costs of charges necessary for the services the bidder intends to procure out of the Project Owner or Delegated Project Owner’s country should be expressed in the currency of the bidder’s country or that of a member country eligible widely used in international trade.

13.4. The Project Owner or Delegated Project Owner may urge bidders to express their needs in national and foreign currencies and to justify that the amounts included in unit costs and totals, and indicated in the annex to the bid, are reasonable; for this purpose, a detailed statement of needs in foreign currencies shall be provided by the bidder.

13.5. During service execution, the most part of foreign currencies still to be paid on the amount of the contract may be revised by common agreement between the Project Owner or Delegated Project Owner and the enterprise so as to take into account any modification that occurred in the needs in terms of currencies under the contract.

**Article 14: Validity of offers**

14.1. Offers must remain valid during the period stated in the Special Regulations of the Invitation to Tender from the date of submission of the offers set by the Project Owner or Delegated Project Owner in application of Article 19 of the General Regulations of the Invitation to Tender. An offer valid for a shorter period shall be considered by the Tenders Board as not being in conformity, unless the validity date of the bid bond is compliant. In this case, a period of forty-eight (48) hours shall granted to the bidder to produce a new tender letter.

14.2. In exceptional circumstances, the Project Owner or the Delegated Project Owner may request the Bidder's consent to an extension of the validity period. The request and the answers shall be made in writing (or by fax). The validity of the bid bond provided for in Article 15.2 of the Special Regulations of the Invitation to Tender will also be extended for a corresponding period. A Bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who agrees to an extension will not be required to or allowed to modify his bid.

14.3. Where the contract does not include a price revision clause and the bid validity period is extended beyond sixty (60) days, the amounts payable to the successful bidder will be updated in accordance with the relevant formula featuring in the request for extension the Project Owner or the Delegated Project Owner will send to the bidder(s).

The updating period will run from the date of overrun of the sixty (60) days to the date of notification of the contract or of the administrative order for the start of services to the successful bidder, as provided for in the SAC. The updating effect is not taken into account for the purpose of evaluating bids.

**Article 15: Bid Bond**

15.1. Pursuant to Article 11 of the General Regulations of the Invitation to Tender, the bidder shall provide a bid bond of the amount specified in the Special Regulations of the Invitation to Tender and which shall form an integral part of his bid.

15.2. The bid bond shall be in accordance with the model presented in the tender file; other models may be authorised by the Project Owner or the Delegated Project Owner. The bid bond shall remain valid for thirty (30) days beyond the initial bid validity deadline, or of any new validity deadline requested by the Project Owner or the Delegated Project Owner and accepted by the bidder.

For services under jobbing orders, certified cheques and bank cheques are accepted as a bid bond.

15.3. Any bid not accompanied by an acceptable bid bond shall be rejected by the Tenders Board as incomplete. The bid Bond for a group of undertakings must be established in the name of the representative submitting the offer.

15.4. Bids of unsuccessful bidders (with the exception of the copy intended for the body in charge of regulating public contracts) will be returned within fifteen (15) working days of publication of award results. Offers not withdrawn within this period may be destroyed, without any claim being made.

15.5. The bid bonds of unsuccessful bidders shall be returned upon publication of the award results.

15. 6. The successful bidder’s bid bond shall be released upon the provision by the latter of the required final bond.

15. 7. The bid bond may be seized:

a. if the bidder withdraws his offer during the validity period

b. if the successful bidder.

i. Fails to fulfil his obligation to subscribe the contract in application of Article 33 of the Special Regulations of the Invitation to Tender.

ii. Fails to provide the final bond in accordance with Article 34 of the Special Regulations of the Invitation to Tender;

iii. Refuses to receive notification of the contract.

**Article 16: Preparatory meeting for the establishment of offers**

a)-Unless otherwise specified in the Special Regulations of the Invitation to Tender, the Bidder may be invited to attend a preparatory meeting to be held at the place and time specified in the RPAO.

b). The purpose of the preparatory meeting will be to provide clarifications and answers to any questions that may be raised at this stage

c). The Bidder is requested, as far as possible, to submit any question in writing so that they reach the Project Owner or the Delegated Project Owner at least one week before the preparatory meeting. It is possible that the Project Owner or the Delegated Project Owner may not be able to answer questions received too late during the meeting. In this case, the questions and answers will be transmitted in accordance with the modalities of Article 2.3 above.

d). The minutes of the meeting, to which the attendance sheet shall be attached, including the text of the questions asked and the answers given, including answers prepared after the meeting, shall be sent without delay to all those who purchased the tender file. Any changes of the bidding documents listed in Article 6 of the Special Regulations of the Invitation to Tender that may become necessary as a result of the preparatory meeting will be made by the Project Owner or the Delegated Project Owner by issuing an addendum in accordance with the provisions of Article 8 of the General Regulations of the Invitation to Tender, as the minutes of the preparatory meeting cannot serve the purpose.

e). The fact that a bidder does attend the preparatory meeting for the establishment of offers shall not be a ground for disqualification.

**Article 17: Form, format and signature of the offer**

**For offline submissions**

17.1. The Bidder shall prepare one original of each constituent volume of the bid described in Article 11 of the General Regulations of the Invitation to Tender, clearly marked "ORIGINAL". In addition, the Bidder shall submit for each volume the number of copies required in the Special Regulations of the Invitation to Tender, marked "COPY” In case of discrepancy between the original and the copies, the original shall be authentic.

17.2. The original and all copies of the offer shall be written in indelible ink (in the case of copies, photocopies including scanned copies shall also be accepted) and shall be signed by the person(s) duly empowered to sign on behalf of the Bidder in accordance with Articles 5.1(a) or 5.2(c) of the General Regulations of the Invitation to Tender, as applicable. All the pages of the offer containing alterations or changes must be initialled by the signatory(ies) of the offer.

16.3. The tender shall bear no modification, suppression or alteration, unless such corrections are initialled by the signatory(ies) the tender.

**For online submissions**.

17.4 The offer must be submitted by the bidder on the COLEPS platform. A back-up copy of the tender recorded on a USB key or CD/DVD must be deposited in the services of the relevant PO/DPO or CA in a sealed envelope clearly and legibly marked "back-up copy" and with the tender references within the specified time limit.

17.5. The offers, together with the required documents, are gathered in electronic files and grouped according to their administrative, technical and financial nature. However, as concerns administrative documents, they are entered into COLEPS by the issuing structures.

17.6 The file formats chosen for the submission of offers via COLEPS must be common formats that are widely used in the professional sector comprising the operators likely to be interested in the consultation, for better exploitation.

17.7. Documents and elements transmitted in the COLEPS platform are electronically signed through the use of a certificate.

1. **SUBMISSION OF OFFERS**

**Article 18: Sealing and marking of offers**

18.1. The presentation of offers should take into account the principle of separation of the administrative documents (Volume 1), the technical offer (Volume 2) and the financial offer (Volume 3), all of which should be placed in an external envelope that should not give any indication of the identity of the bidder. The bidders shall place the original and all copies of the administrative documents listed in the Special Regulations of the Invitation to Tender in an envelope clearly marked "ADMINISTRATIVE FILE", the original and all copies of the Technical Proposal in an envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and the warning "DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL Bidders then place these three separate sealed envelopes in a single sealed envelope, which bears the address of the place of submission of bids and the information specified in the Special Regulations of the Invitation to Tender, as well as the indication "TO BE OPENED ONLY DURING THE BID-OPENING SESSION”

The different documents of each volume shall be numbered in the order of the Special Regulations of Invitation to Tender and separated by a coloured divider.

18.2. The internal and external envelopes:

a. should be addressed to the Project Owner or the Delegated Project Owner at the address indicated in the Special Regulations of Invitation to tender;

b. should bear the name of the project and the subject and number of the tender notice as indicated in the Special Regulations of Invitation to Tender, and the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

18.3. The internal envelopes should also bear the name and address of the Bidder so as to enable the Project Owner or the Delegated Project Owner to return the sealed bid if it has been declared late in accordance with the provisions of Article 19 of the General Regulations of the Invitation to Tender.

18.4. If the external envelope is not sealed and marked as specified in Articles 17.1 and 17.2 referred to above, the Project Owner or the Delegated Project Owner shall not be responsible if the bid is misplaced or opened prematurely.

18.5 Where the offer shall be opened in two (2) stages, a copy of the sealed sample financial bid, marked as such, must be sent on the spot, to the Public Contracts Regulatory Body for preservation.

18.6 In the context of the online submission, the offer to be provided by the bidder comprises three electronic files corresponding to the three administrative, technical and financial volumes.

Each file must explicitly bear a name that refers to the nature of its content (Administrative Offer, Technical Offer, Financial Offer).

At the same time, when sending the electronic submission, bidders must send to the Contracting Authority or to the PO/DPO within the same time limit, a soft back-up copy of their tender on a physical electronic support (CD, DVD, USB key, etc.) This copy shall be sent by mail through the post office or deposited with the Contracting Authority or the PO/DPO. This envelope, sealed, must be clearly and legibly marked "backup copy", as well as the references of the consultation.

18.7 The constituent elements of the tenderer’s bid online or offline must be the same for a given consultation.

**Article 19: Date, time limit for submission of offers and submission method**

19.1- **Date and time limit for submission of offers**

a. The offers must be received by the Project Owner or the Delegated Project Owner through their internal Public Contracts administrative management entity at the address specified in Article 18.2 of the Special Regulations of the Invitation to Tender not later than the date and time specified in the RPAO.

b. The date and time of receipt of online submissions are automatically recorded by the dematerialisation platform through a time-stamping mechanism. Only the date and time of COLEPS are authentic.

c. For time stamping, the reference time zone is local time (GMT/UTC + 1). This time can be seen on the submission page.

d. The Project Owner or the Delegated Project Owner may, at his own volition, postpone the date limit for submission of offers by publishing an addendum in accordance with Article 8 of the General Regulations of the Invitation to Tender. In this case, all rights and obligations of the Project Owner or Delegated Project Owner and bidders previously governed by the original deadline will henceforth be governed by the new date limit.

e Offers submitted online shall be acknowledged by a receipt stating the date and time of receipt and the references of the consultation.

19.2- **Method of submission**

There are three possible methods of submission:

* Online: only online submissions are accepted for this consultation by the Contracting Authority and are deemed authentic
* Offline: only offline submissions are accepted for this consultation by the Contracting Authority and are deemed authentic.
* Online/offline. Both submission methods are possible. However, it is not possible to bid online and offline for the same consultation.

The method of submission chosen is specified in the Special Regulations of the Invitation to Tender.

**NB**: At the time of online submission, bidders' bids are automatically encoded or encrypted, that is to say, their content is made unreadable;

**Article 20: Late offers**

Any offer received by the Project Owner or Delegated Project Owner beyond the date and time limit set for the submission of offers shall be declared late and consequently rejected.

**Article 21: Modification, substitution and withdrawal of offers**

**For off-line submissions**

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21.1. A bidder may modify, replace or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Project Owner or Delegated Project Owner before the end of the time limit prescribed for the submission of the offers. The said notification must be signed by an authorised representative in application of Article 17.2 of the General Regulations of the Invitation to Tender. The modification or the corresponding replacement offer must be attached to the written notification. The envelopes must bear clearly as the case may be, the indication “WITHDRAWAL”, and “REPLACEMENT OFFER” or “MODIFICATION”.

21.2. The notification of modification, replacement or withdrawal by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of Articles 17 and 18 of the General Regulations of the Invitation to Tender. The withdrawal may equally be notified by telecopy but should, in this case, be confirmed by a duly signed written notification whose date, post office stamp being authentic must not be posterior to the time limit set for the submission of offers.

21.3. Offers being requested by bibbers to be withdrawn in application of Article 21.1 shall be returned unopened.

21.4. No offer may be withdrawn in the interval between the deadline set for the submission of offers and the expiry of validity period of the offers set in the model offer. The withdrawal of an offer by a bidder during the interval may lead to the confiscation of the bid bond in accordance with the provisions of Article 15.7 of the General Regulations of the Invitation to Tender.

For online submissions,

21.5 Several offers may be validly submitted by the same bidder before the closing date and time for receipt of offers. In this case, only the latest bid that arrived and its corresponding back-up copy, if any, will be taken into account in the evaluation, other possible back-up copies must be returned unopened.

21.6 The modification, replacement or withdrawal of the backup copy shall be done in accordance with the provisions of Article 22 paragraphs 3 to 4.

1. **OPENING OF ENVELOPES AND EVALUATION OF OFFERS**

**Article 22: Opening of envelopes and petitions**

22.1 Prior to the opening of envelopes, the offers submitted electronically are decoded by the Contracting Authority. The decoding exercise consists in making the offers readable and accessible only by the Tenders Board.

22.2 Envelopes shall be opened in single or two phases depending on the type of insurance, quantifiable or non-quantifiable, in the presence of the representatives of bidders who wish to attend, at the date, time and address specified in the Special Regulations of the Invitation to Tender. Representatives of tenderers present shall sign a register attesting to their presence or an attendance sheet.

22.3. Firstly, the administrative files and technical offers shall be opened one after another and the name read to the hearing of everyone by the Tenders Board. The financial proposal shall remain sealed and handed to the Chairperson of the relevant Benders Board who shall preserve it up to the financial proposals opening session.

22.4 With regard to envelopes marked “withdrawal”, they shall be opened and their content announced to the hearing of everyone, while the envelope containing the corresponding offer or backup copy shall be returned to the Bidder unopened. The withdrawal of an offer or back-up copy shall only be allowed if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then, the envelopes marked "Replacement offer or Backup Copy" shall be opened and announced aloud and the corresponding new offer substituted for the preceding one, which shall be returned to the Bidder concerned unopened. The replacement of the offer or the back-up copy will only be allowed if the corresponding notification contains a valid empowerment of the signatory to request the replacement and is read to the hearing of everyone. Finally, the envelopes marked "modification" shall be opened and their content read to the hearing of everyone with the corresponding offer. The modification of the offer or the back-up copy shall only be allowed if the corresponding notification contains a valid empowerment of the signatory to request the modification and is read to the hearing of everyone. Only offers or back-up copy which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

22..5 On the spot, the minutes of the opening of envelopes is drafted, mentioning the admissibility of bids, their administrative regularity, their prices, rebates, and the deadlines as well as the composition of the bid evaluation subcommittee, if applicable However, information on the composition of the said Subcommittee shall remain internal to the Board. An extract of the minutes to which is attached the attendance sheet signed by all the participants is handed over to each bidder at his request.

22.5- The minutes of the opening of envelopes is drafted on the spot, at the same time as the signed bid opening sheet, mentioning the admissibility of bids, their administrative regularity, their prices, rebates, and the deadlines as well as the composition of the bid evaluation subcommittee, if applicable However, information on the composition of the said Subcommittee shall remain internal to the Board.

At the same time as the minutes of the opening of envelopes, an opening sheet signed by all members of the board to which is attached the attendance sheet signed by all the participants is handed over to each bidder who so requests.

22.6 In a second step, only the financial offers of those bidders who have reached the minimum technical score required are opened in the presence of the bidders concerned.

22.7 At the end of each bid-opening session, the Chairperson of the Tenders Board initials a copy of each tenderer’s bid which shall be immediately handed over to the focal point designated by the body in charge of regulating public contracts. The offers and modifications received in accordance with the provisions of article 21 of the RGAO which were not opened and read to the hearing of everyone, during the bid-opening session, may not be submitted for evaluation.

22.8 In case of petition, it should be addressed to the Petitions Review Committee with copies to the Project Owner or Delegated Project Owner, the chairperson of the relevant tenders board, the body in charge of regulating public contracts and the Authority in charge of Public Contracts.

22.9 It must reach within a maximum deadline of three (3) working days after the opening of the bids, in the form of a letter duly signed by the petitioner.

22.9. This petition, which does not have suspensive effect, can only relate to the implementation of this stage, in particular compliance with the procedures and the regularity of the documents checked.

22:10. Where applicable, the Independent Observer must attach to his report the sheet that was handed to him, including any comments or observations relating thereto.

21:10. The opening of bids transmitted electronically and those submitted in hard copy shall take place during the same session. The opening and examination of offers transmitted electronically are subject to the rules applicable to the processing of hard copy offers.

**Article 23: Confidential nature of the procedure**

23.1. No information relating to the examination, evaluation, comparison of offers, verification of the qualification of bidders and proposal for award of the Contract shall be given to bidders or to any other person not concerned with the said procedure as long as the contract award has not been made public, under penalty of disqualification of the Bidder's offer and suspension of the bidders from all activities in the field of public contracts.

23.2. Any attempt by a bidder to influence the Evaluation Sub-Committee in the evaluation of offers, the Tenders Board in the award proposal, or the Project Owner or the Delegated Project Owner in the award decision, may cause the rejection of his offer.

22.3. Notwithstanding the provisions of Article 23.2, between the opening of bids and the award of the contract, if a bidder wishes enter into contact with the Project Owner or the Delegated Project Owner for reasons having to do his offer, he should do so in writing.

**Article 24: Clarification on the offers at the evaluation phase**

24.1. To ease the examination, evaluation and comparison of tenders, the Chairperson of the Tenders Board may, on the proposal of the evaluation sub-committee, request bidders, competent authorities or bodies to provide clarifications on the offers. The request for clarifications and the response shall be made in writing or via COLEPS or any other means of communication specified by the project owner or the delegated project owner, with a copy to the body in charge of regulating public contracts, but no change on the amount or content of the bid to make it more competitive is sought, offered or authorised.

The purpose of the request for clarification must be, in particular, to find information contained in the offer; to verify the accuracy of the information provided by a candidate, where applicable, with the issuing authorities; to urge a bidder to confirm the correction of a calculation error or omission discovered; to provide clarifications on technical aspects not understood by the evaluation sub-committee or on the content of the price sub-detail, or to justify the prices of offers deemed abnormally low.

24.2. The time limit for responding to requests for clarification shall not exceed seven (7) working days.

24.3. Subject to the provisions of paragraph 1 referred to above, bidders shall not contact members of the Board and the evaluation sub-committee on matters relating to their offers between the opening of tenders and the award of the contract.

**Article 25: Establishing the conformity of offers**

25.1. The evaluation sub-committee set up by the Tenders Board shall first, check the eligibility of the bidders and examine the offers in detail to determine whether they are complete, if the required guarantees have been provided, whether the documents have been properly signed, and whether the offers in general are in proper order.

25.2. The evaluation sub-committee shall then determine whether the offer is essentially in conformity with the provisions of the tender file on the basis of its content without recourse to extrinsic evidence. As such, the evaluation Sub-Committee shall:

* review the offer to confirm that all terms and conditions specified in the Special Regulations of the Invitation to Tender and the SAC have been accepted by the Bidder without substantial divergence or reservation;
* evaluate the technical aspects of the offer submitted in accordance with clause 11.1.b of the General Regulations of the Invitation to Tender in order to ensure that all the stipulations of the methodological note relating to an evaluation of the services and specifying the organisation and programme that the bidder intends to put in place or implement in order to carry them out are respected without substantial divergence or reservation.

25.3. An offer which is essentially in conformity with the Tender File is an offer that complies with all the terms, conditions, and specifications of the Tender File, without substantial divergence or reservation. A significant divergence or reservation is that which:

i. substantially affects the scope, quality or performance of the assignment;

ii. substantially limits, and not in conformity with the Tender File, the Project Owner’s or the Delegated Project Owner’s rights or obligations under the Contract;

iii. is such that its acceptance or correction would unfairly affect the competitiveness of other bidders who submitted offers that essentially conformed with the Tender File.

25.4. If an offer essentially not in conformity with the Tender File, it shall be rejected by the competent Tenders Board and shall not be eventually be rendered compliant.

25.5. The Project Owner or the Delegated Project Owner reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be taken into account in the evaluation of offers.

**Article 26: Evaluation of proposals and petitions**

* 1. **Evaluation of technical proposals**

a . The evaluation sub-committee set up by the Tenders Board shall evaluate the technical proposals on the basis of their compliance with the terms of reference, using the evaluation criteria, sub-criteria and score system specified in the Special Regulations of the Invitation to Tender. Each compliant proposal is given a technical score (TS). A proposal is rejected at this stage if it does not meet important aspects of the Terms of Reference, or does not reach the minimum technical score specified in the Special Regulations of the Invitation to Tender.

b. At the end of the technical quality evaluation, the Project Owner or the Delegated Project Owner shall inform the candidates whose proposals have not reached the minimum qualification score that their offers were not selected; their financial proposals will therefore be returned to them on request, unopened at the end of the selection process The Project Owner or the Delegated Project Owner shall, at the same time, notify the Bidders who have obtained the minimum required qualification score, and indicate the date, time and place of the opening of the financial proposals. This notification may be sent by registered mail, fax or e-mail.

* 1. **Evaluation of the financial offers**

**a**. The Evaluation Sub-Committee shall determine whether the Financial Proposals are complete (that is., whether all elements of the corresponding Technical Proposal have been costed); correct any calculation errors, and convert the prices expressed in various currencies in which the offer amount is payable in CFA francs. The conversion shall be done using the selling rate set by the Bank of Central African States (BEAC), under the conditions defined by the Special Regulations of the Invitation to Tender.

**b**. Only offers recognised as compliant, in accordance with the provisions of Articles 25 and 26 of the General Regulations of the Invitation to Tender, shall be evaluated and compared by the evaluation sub-committee.

**c**. In evaluating the offers, the sub-committee shall determine for each offer the evaluated amount of the offer by rectifying its amount as follows:

* correcting any calculation or copying out errors;
* adjusting appropriately, on a technical or financial basis, any other quantifiable changes, discrepancies or reservations;
* taking into consideration the different deadlines proposed by the bidders, if allowed by the Special Regulations of the Invitation to Tender;
* where applicable, in accordance with the provisions of Article 11.8 of the General Regulations of the Invitation to Tender and the Special Regulations of the Invitation to tender, by applying the rebates granted by the Bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

**d.** The estimated effect of the price adjustment formulae contained in the General Administrative Clauses and the Special Administrative Clauses, applied during the period of execution of the Contract, shall not be taken into account in the evaluation of offers.

**e** On the proposal of the evaluation sub-committee, the Chairperson of the Tenders Board may ask the bidders or the competent administrations and bodies for clarification on the offers.

f. In the event that an offer is deemed to be abnormally low, a Tenders Board may propose to the Project Owner or Delegated Project Owner not to award the contract to the bidder concerned after receiving technical advice from the regulatory body. Subject to the fact that the candidate was urged to present justifications in writing and that those support elements were not deemed acceptable.

9. In the event the justifications provided by the candidate are not deemed acceptable, the body in charge of regulating public contracts shall, examine the justifications, and submit its findings to the Project Owner or Delegated Project Owner within seven (7) working days from the date the matter was tabled by the Project Owner or Delegated Project Owner.

**g**. The evaluation is made without taking into account taxes, duties, fees and other fiscal charges as defined in (paragraph 3.7.)

* 1. **Selection of the successful bidder**

26.3a: **For non-quantifiable insurance contracts**

The selection is made according to the quality-cost mode. For this purpose, the lowest compliant financial proposal (Fm) receives a financial score (Sf) of 100 marks. The financial scores (Sf) of the other Financial Proposals are calculated as indicated in the Special Regulations of the Invitation to Tender. Proposals are ranked according to their combined Technical (TS) and Financial (TS) Scores after the introduction of weightings (T being the weight given to the Technical Proposal and P the weight given to the Financial Proposal; T + P being equal to 100), as indicated in the Special Regulations of the Invitation to Tender. The Candidate with the highest combined technical and financial score is proposed as the successful bidder or invited to negotiations by the Project Owner, where applicable.

26.3b: **For quantifiable insurance contracts**

The selection is made according to the lowest cost method. After evaluation of the technical offers, only those bidders who have obtained the minimum technical score are qualified for the evaluation of their financial offer. The potential successful bidder of the Contract shall be the bidder whose financial offer was evaluated as the lowest offer.

* 1. **Petition in the award phase**

Bidders who are not qualified after the evaluation of the technical bids may lodge a petition with the Petitions Review Committee, with a copy to the Project Owner or Delegated Project Owner, the Chairperson of the relevant Tenders Board and the Authority in charge of Public Contracts.

The petition must be lodged within a maximum of three (3) working days after the session for the opening of financial offers.

**Article 27: Correction of errors**

27.1. The evaluation sub-committee shall verify the offers considered essentially in conformity with the Tender File to rectify the possible calculation errors. The evaluation subcommittee shall rectify the errors in the following manner:

a. If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, in the opinion of the Evaluation Sub-Committee, the decimal in the unit price is obviously badly placed, in which case the total price indicated shall prevail and the unit price shall be corrected;

b. If the total obtained by adding or subtracting the subtotals is not correct, the subtotals shall be authentic and the total shall be corrected;

c. If there is a discrepancy between the price indicated in words and in figures, it is the amount indicated in the Sub-Detail that shall be considered. In the absence of a Price Sub-Detail, it is the price indicated in words that shall prevail subject to paragraphs (a) and (b) above.

27.2. The amount stated in the Bid shall be corrected by the evaluation Sub-Committee in accordance with the above-mentioned error correction procedure and, with the Bidder's confirmation, the said amount shall be deemed to be committing him.

27.3. If the Bidder with the offer evaluated as the best does not accept the corrections made, his bid shall be rejected and his guarantee may be forfeited.

**Article 28: Negotiations**

28.1. Negotiations will take place at the address indicated in the Special Regulations of the Invitation to Tender, between the Project Owner or the Delegated Project Owner and the candidate whose proposal was retained, the aim being to reach an agreement on all respects and sign a contract.

In no case may negotiations be conducted with more than one candidate at once.

These negotiations, which must not concern unit prices, are sanctioned by a report signed by both parties. At this crucial stage of the procedure, the project owner or the delegated project owner should ensure that discussions on the insurance policy are initiated immediately to determine the scope of the rights and obligations of each party before the contract is signed.

28.2. The negotiations include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the candidate to improve the Terms of Reference. The Project Owner or Delegated Project Owner and/or the Project Owner and the candidate then finalise the final Terms of Reference, staffing, and bar charts showing activities, staff used, and time spent in the field and in headquarters, working time in months, logistics aspects and conditions of drafting reports. The agreed work plan and final terms of reference are then incorporated into the "description of services", which forms part of the contract. Particular care should be taken to ensure that the successful candidate offers the maximum best within the available budget, and to clearly define the information that the Project Owner or Delegated Project Owner needs to provide to ensure the proper discharge of the mission.

26.3. The financial negotiations are intended in particular to specify, where applicable, the candidate’s tax obligations in the Republic of Cameroon and the manner in which they are taken into account in the contract; they also incorporate agreed technical modifications to the cost of the services.

In any case, the financial impact of the changes on the offer may not exceed 15% of the offer.

26.4. Having based his selection of the candidate, inter alia, on an assessment of the proposed specialised personnel, the Project Owner or the Delegated Project Owner intends to negotiate the contract on the basis of the experts named in the proposal. Prior to contract negotiation, the Project Owner or Delegated Project Owner requires assurance that these experts are effectively available. It shall not consider any replacement of such personnel during the negotiations, unless both parties agree that such replacement has been made unavoidable by undue delay in the selection process, or that such replacements are essential to the achievement of the objectives of the mission. If this is not the case, and it is established that the candidate has proposed a key person without making sure of his availability, that candidate may be disqualified.

26.5 Any negotiation undertaken, whatever the outcome, must be sanctioned by a report signed by both parties, a copy of which is sent to the body in charge of the regulation of public contracts. If negotiations fail, the Project Owner or the Delegated Project Owner shall invite the Applicant whose proposal was ranked second to negotiations.

1. **AWARD OF THE CONTRACT**

**Article 29: Award of the contract**

29.1 Once negotiations have been well conducted, or upon receipt of the final award proposal from the relevant Board (unless the procedure is suspended), the Project Owner or the Delegated Project Owner shall award the contract to the Bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to perform the contract satisfactorily and whose offer was evaluated as the best offer for non-quantifiable insurance contracts and the lowest bid for quantifiable insurance contracts, by combining technical, financial or aesthetic criteria, taking into account the rebates granted, as the case may be.

29.2 According to the provisions of Article 11.10 of the RGAO, the invitation to tender concern several lots, the best offer shall be determined by evaluating this contract in conjunction with other lots to be awarded concurrently by taking into account the rebates offered by bidders in case they are awarded more than one lot.

.If the tender is for several lots, awards per lot shall not necessarily be made to the bidders presenting the offers – the award shall be done in accordance with the prescriptions of the Special Regulations of the Invitation to Tender.

29.3 In any case, any award of a contract shall be materialised by a decision of the Project Owner or the Delegated Project Owner and notified to the successful bidder within a maximum period of seventy-two (72) hours from its signature.

**Article 30: Unfruitfulness or cancellation of a procedure**

30.1 The Project Owner or the Delegated Project Owner reserves the right to cancel an invitation to tender or to declare an invitation to tender unsuccessful after the opinion of the relevant Tenders Board, without giving rise to any claim.

However, where offers have already been opened, cancellation is subject to the authorisation of the authority in charge of Public Contracts.

30.2 The Project Owner or Delegated Project Owner shall notify the cancellation decision or the decision declaring the invitation to tender unsuccessful to the Chairperson of the Tenders Board, with a copy to the body in charge of regulation.

30.3 In case of allotment, the provisions of the above paragraphs shall be applicable to each of the lots.

**Article 31: Notification of the award of the contract**

31.1 Any award of a contract shall be materialised by a decision of the Project Owner or the Delegated Project Owner and notified to the successful bidder within a maximum period of seventy-two (72) hours from its signature.

31.2. Before the expiry of the offer’s validity period set in the Special Regulations of the Invitation to Tender, the Project Owner or the Delegated Project Owner shall notify the successful bidder by telecopy confirmed, registered mail or by any other means that his offer was retained. This letter shall indicate the amount that the Project Owner or the Delegated Project Owner will pay to the administration's contracting partner for the performance of the services and the execution time limit.

**Article 32: Publication of results of award and petitions**

32.1. The Project Owner or the Delegated Project Owner has a period of five (5) working days to sign the award decision and publish the results from the date of receipt of the final award proposal from the competent Contracts Board, unless the procedure is suspended.

32.2. Any public contracts award decision by the Project Owner or the Delegated Project Owner shall be inserted, with an indication of the price and deadline, in the public contracts journal published by the body in charge of regulating public contracts or in any other authorised publication.

32.3. As soon as the award results are published, the Project Owner or the Delegated Project Owner shall send to each bidder who makes the request, an extract of the evaluation report concerning him.

32.4 After publication of the award result, tenders not withdrawn within a maximum period of fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulating public contracts if this was not been collected on the spot shall be kept.

32.5 In case of petition, it should be addressed to the Petitions Review Committee with copies to the Project Owner or Delegated Project Owner and to the Chairperson of the relevant Tenders Board, the public contracts regulatory body and the Authority in charge of Public Contracts.

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

32.6 This petition may result in the suspension of the procedure at the discretion of the body in charge of regulating public contracts.

**Article 33: Signing of the contract**

33.1. After publication of the result, the draft contract shall be subscribed by the successful bidder and submitted to the Project Owner or Delegated Project Owner for signature.

For mutual agreement contracts, the draft contract subscribed by the successful bidder shall be submitted to the relevant Tenders board for examination and adoption, and as the case may be, to the relevant Central Contracts Control Board for opinion

33-.2- The successful bidder shall have fifteen (15) working days form the date of publication of the results to subscribe the contract or the jobbing order. Beyond this deadline, the Project Owner or the Delegated Project Owner reserves the right to cancel the award decision after a formal notice to the successful bidder has not been answered. In this case, the bid bond is forfeited and the contract is awarded to the second ranked candidate.

33.3 The Project Owner or the Delegated Project Owner has five (5) working days to sign the contract:

- from the date of receipt of the draft contract resulting from the invitation to tender or request for quotation, subscribed by the successful bidder and the opinion of the competent Central Contracts Control Board, if applicable;

- from the date of receipt of the draft mutual agreement contract subscribed by the successful tenderer after the opinion of the internal Tenders Board and the competent Central Contracts Control Board, if applicable.

33.4 The Project Owner or the Delegated Project Owner notifies the contract to its holder within five (5) working days from the date of its signature.

**Article 34: Final bond**

34.1. Within the twenty (20) calendar days following the notification of the contract by the Project Owner or Delegated Project Owner and, in any case, before the payment of the first premium as provided for in Article 13 of the CIMA Code, the service provider shall provide the Project Owner or Delegated Project Owner with a final bond guaranteeing the full performance of the services in the form stipulated in the Special Regulations of the Invitation to Tender, in accordance with the model provided in the Tender File.

34.2. The bond, the rate of which varies between 2 and 5% of the amount of the contract all taxes inclusive (ATI), increased, if necessary, by the amount of the amendments, may be replaced by the guarantee of a banking establishment approved in accordance with the instruments in force, with the Project Owner or the Delegated Project Owner as beneficiary, by a joint personal and several guarantee.

34.3. Small and Medium-Sized Enterprises (SMEs) constituted of national share capital and managed by nationals, as well as civil society organisations, may produce, in lieu of a guarantee, either a certified cheque, a bank cheque, a legal mortgage, or a guarantee from a banking institution or a first-rate approved financial body in accordance with the instruments in force.

34.4. Failure to produce the final bond within the prescribed time limit shall likely cause the outright termination of the contract under the conditions laid down in the General Administrative Clauses. In this case the bid bond is mobilised by the Project Owner or the Delegated Project Owner.

34.5. Holders of a jobbing order may be exempted from the obligation to provide the final bond.

Document No.3: Special Regulations of the Invitation to Tender (RPAO)

Note relating to the Special Regulations of the invitation to tender

The purpose of Document No. 3 is to help the Project Owner or Delegated Project Owner to provide the specific information corresponding to the articles of the RGAO featuring in Document No. 2. This information must be provided for each contract.

The Project Owner or Delegated Project Owner shall specify in the Special Regulations of the Call for Tenders the information and conditions specific to his situation, the contract award process, the applicable rules concerning the amount and the currency of the bid, and the bid evaluation criteria that will be used. When preparing this document, special attention should be paid to the following aspects:

* Information that clarifies and supplements the articles in Document No. 2 shall be included.
* Any clarifications and/or additions to the articles in Document No. 2, dictated by the conditions specific to the contract under consideration, shall equally be included.
* The RGAO provisions not repeated in the RPAO remain applicable;
* The articles of the RGAO repeated in the RGAO should have the same numbers.

This document must be filled by the Project Owner or the Delegated Project Owner before the publication of the Tender File. The following provisions, which are specific to the services covered by the invitation to tender, supplement or clarify the provisions of the General Regulations of the Invitation to Tender.

In case of conflict, the following provisions shall prevail over those of the General Regulations of the Invitation to Tender. The numbers in the first column refer to the corresponding Article of the General Regulations of the Invitation to Tender (RGAO). The provisions of the General Regulations of the Invitation to Tender that are not repeated in the Special Regulations of the Invitation to Tender remain applicable.

**Special Regulations of the invitation to tender**

This document must be filled by the Project Owner or the Delegated Project Owner before the consultation is launched. The following provisions, which are specific to the services covered by the tender, supplement or, where appropriate, clarify the provisions of the General Regulations of the Invitation to Tender. In case of conflict, the following provisions shall prevail over those of the General Regulations of the Invitation to Tender. The numbers in the first column refer to the corresponding article of the General Regulations of the Invitation to Tender.

*[Instructions are provided, where necessary, and indicated in italics].*

|  |  |
| --- | --- |
| **References of the RGAO** | **Description of the RGAO provision** |
| 1.1 | **A. GENERALITIES**   * Name and address of the Project Owner or Delegated Project Owner * Reference of the Invitation to Tender: * Number of lots:   **Definition of services**  The services involve:     * ……….; * ………. ;   *[Insert a summary description of the services. In case of allotment, specify the subject and describe the content of each lot].* |
| 1.2. | The provisional deadline for the execution of the services is:  This period for each of the tranches (if applicable) runs from the date of notification of the administrative order to commence services. |
| 1.4 | Name, objectives and description of the service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The mission has several phases: Yes\_\_\_ No\_\_\_[if yes, indicate which ones]  Conference ahead of the preparation of proposals: Yes\_\_\_ No\_\_\_  *[if yes, indicate date, time and place]*  Name(s), address(es), and telephone number(s) of the official(s) of the Project Owner's or Delegated Project Owner's Services. |
| 1.5 | The Project Owner or Delegated Project Owner provides the following information: *[To be specified]*   * ……….; * ………. ; |
| 1.6 | The Project Owner or Delegated Project Owner envisages the need to ensure some continuity for downstream activities: Yes\_\_\_No……..  *[If yes, specify in the terms of reference the scope, nature and schedule of future activities and indicate here how this will be taken into account in the assessment].* |
| 2 | Source(s) of funding  The services covered by this Invitation to tender are financed by:  Budget: …………Financial year….…………… Budgetary charge ………….  *[Insert for externally funded contracts, the name of the Borrower and indicate, if applicable, his relationship with the Project Owner or Delegated Project Owner, as indicated in the Prequalification Notice. Also indicate the exact name of the Project].* |
| 4.2 | The invitation to tender is open/or restricted [To be specified]. |
| 4.3 | The following list of candidates is eligible to participate in this consultation: [Indicate, in the case of restricted bidding, the list of pre-qualified candidates, or the categorisation concerned]. |
| 7.1 | Clarifications may be requested [specify number] days prior to the bid opening date.  Requests for clarification should be sent to the following address:  *[Insert full address]*  Telecopy: P.O Box \_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_ |
|  |  |
| 10 | Proposals must be submitted in the following language(s): English or French: |
| 11.1 | The bidder shall produce an offer in three volumes and presented as follows:  ***11.1 Envelope A-Volume I: Administrative documents***   * The administrative file will contain the following documents referred to in point 11.a) of the RGAO in particular:  1. The stamped declaration of intent to tender, signed by the legal representative or a duly appointed agent; 2. a certified true copy of the licence to practice the insurance profession; 3. A certificate of non-bankruptcy issued by the Court of First Instance or the Chamber of Industry and Commerce of the bidder's place of residence and dated less than three (3) months before the date of submission of offers; 4. An attestation of the bidder's bank domiciliation, issued by a banking establishment or financial body approved by the Ministry in charge of Finance of Cameroon, unless otherwise provided for in the financing agreement; (in the case of joint co-contracting, each member of the grouping must provide the certificate of bank domiciliation relating to the contract, the subject of the lot for which it is the holder). 5. The receipt for the purchase of the tender file of a non-refundable sum of ……………..CFA francs [insert the amount in figures and in words] payable at [place of payment of Tender File purchase fees: at the Public Treasury for Public administrations and in the Special Appropriation Account CAS-ARMP for other Project Owners except special waiver]; 6. The hand-endorsed bid bond (as per the attached template or form) in the amount of CFA francs and for a validity duration of………….,months, established by a banking or financial body approved by the Minister in charge of Finance of Cameroon and authorised to issue bonds for public contracts and whose list appears in Document 13 of the Tender File, or any other form provided for by the regulations in force (certified cheque, bank cheque, legal mortgage); 7. A Certificate of non-exclusion from public contracts issued by the body in charge of public contracts regulation bearing the number and subject of the Invitation to tender; 8. The certificate of categorisation as the case may be; 9. A certificate of validity of the General Conditions certified by the competent services of the Ministry in charge of insurance; 10. A certificate of the geography of the capital issued by the competent services of the Ministry in charge of insurance; 11. Integrity charter; 12. A clearance certificate issued by the competent services of the National Social Insurance Fund, dated less than three (3) months from the date of signature of the said certificate, mentioning and carrying the references of the invitation to tender and certifying that the bidder has fulfilled his obligations vis-à-vis the said Fund; 13. A tax clearance certificate issued by the competent authority of the tax administration stating that the bidder has made all the declarations with regard to taxes for the current financial year, of less than three months; 14. A copy of the trade register certified by the competent authority of the judicial administration; 15. a certified and valid plan and attestation of location; 16. *Group agreement……………….(specify the form of the notarised group or of the private agreement, specifying the representative, if applicable (in case of several groups)* 17. *Power of attorney, if applicable*   In case of co-insurance, the co-insurers other than the leading insurer shall submit the same documents required for the leading insurer, except for documents (a), (d), (e) and (f).  **NB: Under pain of rejection, the required documents included in the administrative file shall be produced in originals or in certified true copies by the issuing service or the competent administrative authority, in compliance with the provisions of the Special Regulations of the Invitation to Tender. They shall be valid at the original deadline for the submission of bids.** |
|  | **11.2 Envelope B-Volume 2:** Technical offer: The technical file shall contain the following documents referred to in point 11 b) of the RGAO in particular:  2.1 A letter of submission of the Technical Proposal (Table 6A);  2.2 A brief description of the bidder and an overview of his experience in the field of insurance (Table 6B); the references should be accompanied by supporting documents, namely:   * *Copies of the first and last pages of the contract;* * *The minutes of final or provisional acceptance;* * *The performance certificate, as the case may be, signed by the Project Owner;* * *Other supporting documents as the case may be and to be specified.*   2.3 the list of the supervisory personnel that the bidder intends to use for the performance of the services. This list shall be supplemented by a definition of the proposed assignments for each (Table 6E). Each official must provide a complete and signed curriculum vitae, mentioning, among other things: his or her training, achievements, seniority (Table 6 F)  ***(NB: Attach for the proposed personnel, a copy of the certificate and the experience supporting documents, namely:***     * certified true copies of the certificate of less than three (3) months; * attestation of presentation of the original of the certificate; * attestation registration in national orders, as the case may be; * attestation of availability of the expert signed and dated; * Expert’s Curriculum vitae signed and dated; * The employment contract …..   ***NB : All the documents listed above should be true copies, signed and dated less than three months from the original date limit set for the submission of bids.***  2.4 General and specific references of the bidder over the last three (3) years (Table 6 B);  2. 5 A description of the proposed methodology and work plan (Table 6D): A detailed description of the services to be provided, in particular the general and special conditions of the contract that the bidder proposes to offer, as well as the special agreements relating to the guarantees requested; the modalities for putting into play the guarantees (constitution of the repayment file) –rate of application of the clause for the adjustment of the premium - time limit for the submission of the documents - exclusions – repayment time limit - system of repayment – taking care of the direct payment system by insurers, if applicable - mechanism for the functioning of the guarantee outside Cameroon, eventually);  2.6 Any observations or suggestions on the services in the context of personalised management, which the bidder proposes to provide (Table 6C);  2.7 the C4 and C11 statements for the financial years \_\_\_\_\_\_\_\_\_\_\_\_, certified by the competent services of the Ministry in charge of Finance;   * 2.8 C1 statements for the financial years \_\_\_\_\_\_\_\_\_\_\_\_\_ certified by the competent services of the Ministry of Finance; * 2.9 letters of satisfaction from previous assignments carried out in the branch subject of the invitation to tender and whose contracts have been produced as the bidder's reference; * 2.10 the statement C10.b Table F for the last financial year closed, certified by the relevant services of the Ministry in charge of Finance * 2.11 the General Operating Accounts (CEG) for the last three financial years, certified by the relevant services of the Ministry in charge of Finance * 2.12 the balance sheets for the last three financial years \_\_\_\_\_\_\_\_\_\_\_ * 2.13 supporting documents from partners and correspondents involved in the sector subject of the invitation to tender. * 2.14 Attestation of non-abandonment of service during the last three years; * 2.15 the integrity charter; * 2.16 Commitment statement to comply with social and environmental clauses; * 2.17The tenderer shall submit duly initialled copies of the administrative and technical documents governing the contract, namely: * The Special Administrative Clauses (SAC) * The Terms of Reference   2.18 Any other information requested in the TF.  In preparing the technical proposal, particular attention should be paid to the following elements:   * A note of understanding of the contract and possible suggestions; * The composition of the proposed contract management team and the tasks assigned to each member; * The management references in the similar insurance sector with letters of satisfaction; * The list and address of the territorial representations with supporting documents (business license or Leases); * A presentation of the documents on the technical equipment available to the tenderer for the execution of the services, subject of the contract; * A detailed description of the services guaranteed; * Presentation of the management statistics outline with production periodicity; * The management modalities and the deadlines for processing files and paying claims; * The exclusions of guarantee clearly indicated in the special conditions; * The guarantee ceilings clearly indicated in the special conditions; * The guarantee deductions clearly indicated in the special conditions; * Proof of a valid reinsurance treaty in the similar branch; * Agreements signed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; * Other facilities related to the management of the policy;   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **The technical offer should not include any financial information.** |
|  | **11.3. Volume C**: **financial offer** The financial proposal shall contain the following documents referred to in 11.c) of the General Regulations of the Invitation to Tender.   * The bid itself, in original, drawn up in accordance with the attached model or standard form, stamped at the current rate, signed and dated (Model table 7A); * The schedule of unit premiums (model tables 7B) * The Detailed Quantities and cost estimates (model table 7c)   In case of bidding for several lots, the bidder must present his financial offer in separate documents for each lot.  Bidders shall use to this effect, documents and model or standard forms provided for un the TF.  *[Specify as the case may be, if the tenderer shall attach the soft version of the bid in case of case of the submission of the hard copy of the offer*].  In case of discrepancy between the information of the offer in hard copy and the offer in soft copy, the information in the hard copy shall be authentic.  ***N.B*** *: The various parts of a file should be obligatorily separated by colour dividers in the ’original copy as well as in the copies, so as to ease its examination* |
| 11.4 | i. Two short-listed consultants may associate themselves Yes\_\_\_ No\_\_\_ |
| ii. The number of months work for the specialised personnel required for the assignment or service is estimated at: |
| 11.6 | iv. The key personnel must have at least the following experience: \_\_\_\_\_\_\_\_\_\_\_\_ [indicate title, number of years of experience, speciality*]* |
| vii. Training is a major component of this mission:  Yes\_\_\_ No\_\_\_ [If yes, specify] |
| viii. Other information to be provided in the technical proposal: |
| 11.10 | Taxes: *[specify tax liability of consultants: nature, sources of information]*  *The prices proposed should be expressed all taxes inclusive [Indicate here, as the case may be, the specific exclusion of taxes, dues or rights that may be admitted in the offer price. This clause should be compliant with the SAC.]* |
| 11.12 | The local expenditure element must be denominated in the national currency: Yes\_\_\_ No\_\_\_  [within the framework of this consultation the currency(ies) of the offer is ‘are) defined following option A (local currency only) or option B (local and foreign currencies of article 15.1 of the RGAO]  The exchange rate to convert the bidder’s offer into local currency as well as to convert their future detailed accounts in foreign currency shall be that [to be specified: example that of BEAC especially on the date of:  [to be specified *[choose a date that will not be more than twenty-eight (28) days before the deadline for submission of bids, nor later than the initial date of expiry of the period of validity of tenders; for example three working days before the date limit for the submission of offers)]]*]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 11.14 | **Proposals must remain valid for**\_\_\_\_\_\_\_\_\_\_\_\_\_ days [generally 60-90 days] after the date of submission, that is. until *[Insert the number of days following the deadline for submission of tenders. This period must be realistic and allow enough time to evaluate the tenders, taking into account the complexity of the services, and to obtain the necessary references, clarifications and authorisations (including the Donor's "no objection") and notify the award of the contract. Normally, the validity period should not exceed one hundred and twenty (120) days.* |
| 18.2 | Consultants shall submit one original and\_\_\_\_\_\_\_\_\_\_\_ [insert number] copies of each proposal:  *[Take into account the copy to be forwarded immediately after bid opening to the focal point designated by the body in charge of public contracts regulation*  *[For cases of restricted invitation to tender (two-stage opening), the bidder shall provide the seventh copy of the financial offer copy, in a sealed envelope and marked “sample offer” to serve as sample offer destined for the body in charge of the regulation of public contracts for preservation.* |
| 18.3 | The amount(s) of the bid bond(s) (per lot stand(s) (as the case may be) as follows …………………………………………………………………………… |
| 19.1 | **Online bidding**  For online bidding, the maximum sizes of documents that will pass through the platform and that constitute the bidder's offer are as follows:   * 5 MB for the Administrative Offer; * 15 MB for the Technical Offer; * 5 MB for the Financial Offer.   The accepted formats are as follows:   * PDF format for text documents; * JPEG for images.   The candidate shall make sure to use compression software in order to possibly reduce the size of the files to be transmitted.]  For the purposes of submitting bids, the address of the Project Owner or Delegate Project Owner to be used for sending bids is as follows;  Project Owner or Delegated Project Owner’s Service: [To be specified]  Address: [Insert the name of the street and the number of the building]  Postal code: [Insert the number of the postal code]  Floor/Office number: [Insert the floor and office number]  For online submission, the tender must be sent by the bidder on the COLEPS platform **or any other electronic means of communication indicated by the Project Owner.** A back-up copy of the tender recorded on a USB flash drive or CD/DVD must be sent to the services of the PO/DPO or AC in a sealed envelope with the clear and legible indication "back-up copy", in addition to the above-mentioned Reference within the set time limit.]  [For online submission, they must be sent electronically via the COLEPS platform available at the following address[*http://www.marchespublics.cm*](http://www.marchespublics.cm/) *or* [*http://www.publiccontracts.cm*](http://www.publiccontracts.cm/)*]*  ***Off-line Tendering***  For the purposes of submitting bids, the address of the Project Owner or Delegate Project Owner to be used for sending bids is as follows;  Project Owner or Delegated Project Owner’s Service: [To be specified]  Address: [Insert the name of the street and the number of the building]  Postal code: [Insert the number of the postal code]  Floor/Office number: [Insert the floor and office number]  ***The date and time limit for the submission of bids are as follows:***  *Date: [Insert the day, month, year;] Hour: 15 June 2005]*  *Hour: [Insert hour;]*  *the reference time zone is the local time (GMT/UTC + 1) visible on the submission page.*  *Information to be added on the external envelope:*  . *Number of the Call for Tender: National or International] [Opened or restricted] No.….... /*  *[Type: ONIT, ONIT, RIIT RNIT] [Project Owner or Delegated Project Owner*  ***TB or CCCB-SPI, where applicable)*** *[Financial year] of [Date of signature of the Tender Notice]* |
| The Administrative File and the technical and financial proposals must be submitted latest at the following address, date and time: [To be specified] in room [to be specified] on [to be specified], from [To be specified] local time, in the presence of the bidders or their duly authorised representatives |
| 21.1 | The administrative files and technical proposals (financial proposals if applicable) shall be opened by the [to be specified] Tenders Board in the [to be specified] room on [to be specified] from [to be specified], local time, in the presence of the bidders or their duly authorised representatives.  The opening of financial offers (where applicable) of candidates that obtained the required minimum technical score shall take place on \_\_\_\_\_\_\_\_\_\_\_\_ [ to be specified] by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tenders Board [ to be specified] from \_\_\_\_\_\_\_\_\_ time [ to be specified] in the \_\_\_\_\_\_\_\_\_ [ to be specified] from \_\_\_\_\_\_\_\_\_ [ to be specified] local time in the presence of the bidders or their duly authorised representatives.  **Under pain of rejection, the required documents from the administrative file shall be produced in originals or certified true copies by the issuing service or competent administrative authority, in accordance with the stipulations of the Special Regulations of the Invitation to Tender. They shall be valid at the time of submission of the Offer, dated of less than 3 (three) months from the deadline for the opening of offers or have been established after the date of signature of the Tender Notice.**  In case a document from the administrative file is missing or is not compliant when the bids are opened, a period of 48 (forty-eight) hours shall granted to the bidders concerned to submit or replace the document in question  The Tenders Board shall declare inadmissible and reject:  .   |  | | --- | | The Administrative File and the technical and financial proposals must be submitted to the following addresses, date and time: [To be specified] in the room [to be specified] on [to be specified] from \_\_\_\_\_\_\_\_\_\_\_\_ [to be specified]], local time, in the presence of the bidders or their duly authorised representatives.  -The opening of the administrative files and technical bids will take place on\_\_\_\_\_\_\_\_ [to be specified] by the Tenders Board of [to be specified] in the room [to be specified] on [to be specified] from [to be specified]], local time, in the presence of the bidders or their duly authorised representatives  --The opening of the financial offers of the candidates having obtained the minimum technical score required will take place on\_\_\_\_\_\_ [to be specified] by the Tenders Board of [to be specified] in the room [to be specified] on [to be specified] from [to be specified]], local time, in the presence of the tenderers or their duly authorised representative.  **Under pain of rejection, the documents in the administrative file required must be produced in originals or in certified true copies by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Rules for Invitations to Tender. They must be less than three (3) months old from the original date of submission of tenders or have been drawn up after the date of signature of the invitation to tender.**  In the event of the absence or non-conformity of a document in the administrative file at the time of the opening of the bids, the bidders concerned shall be given a period of forty-eight hours to produce or replace the document in question. Opening of Bids  The Tenders Board shall declare inadmissible and reject:   * Any tender submitted in insufficient number or in copies only, * envelopes bearing indications on the identity of the bidders, * envelopes submitted after the date and time limits for submission of bids; * Envelopes not bearing the identity of the Call for Tender; * Envelopes non-compliant with the method of submission; * Any offer that does not comply with the provisions of the Tender File; * The bid bond presented by a bidder during the bids opening session; * **The absence of a bid bond issued by a body or financial institution approved by the Minister in charge of finance to issue bonds for public contracts, or failure to comply with the model of documents in the tender file, will cause the outright rejection of the bid without any recourse**. * A bid bond produced but having no connection with the consultation concerned is considered as absent.   A bid bond presented by an insurance company for itself in a consultation shall not be admitted;   * In the case of a restricted invitation to tender, failure to submit the seventh copy of the financial offer, in a sealed envelope marked "sample offer" to serve as a sample offer to the body in charge of regulating public contracts, will result in the inadmissibility of the offer of the candidate concerned, as soon as the bids are opened by the Tenders Board.   *[The launching of the bid opening session must take place no later than one hour after the deadline for receipt of tenders fixed in the Tender File.]* | |
| 26. | Offers will be evaluated using the following criteria and sub-criteria for each lot selected by the bidder:  **It should be understood that no criterion can be eliminatory and essential at the same time**  **Eliminatory criteria:**  *The eliminatory criteria set the minimum conditions to be fulfilled in order to be admitted to evaluation following the essential criteria. They should not be the subject of notation. The failure to comply with these criteria shall lead to the rejection of the bidder’s offer.*  *Especially:*   * *Absence of bid bond at the opening of bids;* * *Failure to submit, beyond the 48 (forty-eight) hours deadline after the opening of bids, a document of the administrative file deemed non-compliant or absent;* * *False declarations, fraudulent schemes or forged documents;* * *Absence of the sworn statement for not having abandoned contracts during the last three years;* * *Absence of approval;* * *Technical score less than X…………………marks out of 100.* * *Presence of financial information in the technical bid;* * *Failure to comply with the bid file format for online submissions;* * *Absence of a quantified unit price in the financial offer;* * *The bidder is under interim management or adjustment by CIMA;* * *Non-respect of the compulsory official minimum tariff (RC automobile);* * *The bidder is put under interim management or adjustment by CIMA;* * *Non conformity of the method of submission;* * *Absence of an element of the financial offer (the submission, the BPU, DQE);* * *Absence of the dated and signed Integrity Charter;* * *Absence of the dated and signed commitment statement to comply with environmental and social clauses.*   *The eliminatory criteria set the minimum conditions to be fulfilled in order to be admitted to evaluation following the essential criteria. They should not be the subject of notation. The failure to comply with these criteria shall lead to the rejection of the bidder’s offer.*  **NB:** Depending on the specificity of the service, other relevant criteria may be added when drafting the Tender File  **Essential criteria**  *The so-called essential criteria are those that are essential or key to judging the technical and financial capacity of the candidates to carry out the services that are subject to the call for tenders. These must be determined according to the nature and the consistency of services to be executed.*  *The procedures for validating a criterion on the basis of the number of sub-criteria met should be formally specified*  The technical offers will be evaluated out of one hundred (100) marks according to the essential criteria, which will include the following:   * General presentation of the offer; * Bidder’s specific references in the accomplishment of similar services; * Offers compliance with the Tender File; * Technical capacity to accomplish the mission; * Bidder’s financial capacity; * Signed partnerships and conventions; * Other facilities and advantages granted; * Detailed description of guarantees offered; * Modalities for putting into play the guarantee; * Coverage of regulatory commitments; * Coverage of the solvency margin; * Pace of settlement of claims in the similar branch; * Valid reinsurance treaties the similar branch * Facilities granted.   **NB:** Depending on the specificities of the services, other pertinent criteria may be added during the preparation of Tender Files.  Essential criteria and sub-criteria are detailed, for each lot, in the special regulations of the invitation to tender (RPAO)  ***Criteria and sub criteria of detailed evaluation***  ***The eliminatory criteria shall be for information purpose, assessed based on the sub-criteria below:***  ***[The modalities for validating a criterion on the basis of the number of sub-criteria met should be formally specified]***  *[For information purposes, these include:]*   | **No.** | **Heading** | | | **Yes/No** | | --- | --- | --- | --- | --- | | 1. **Eliminatory criteria relating to the administrative file** | | | | | | 1 | Absence of the bid bond at the opening of envelopes, issued by a first-rate financial institution authorised by the Minister in charge of Finance to issue bonds for public contracts.  **NB:** A bid bond produced but having no connection with the consultation concerned is considered as absent. A bid bond presented by a bidder during the bid opening session is inadmissible. | | | Yes/No | | 2 | Failure to produce, beyond 48 hours after the opening of bids, a document in the administrative file deemed to be non-compliant or missing (except for the bid bond) | | | Yes/No | | 1. **Eliminatory criteria relating to the technical offer** | | | | | |  |  | | |  | | 8 | Non-compliance with the profile of the head of mission, that is. | | | Yes/No | | **Certificates [to be indicated by the PO or DPO]**  *(GCE A /Level +X, IT or telecom, …)*  *(Compulsory characteristics)* | | Yes/No | | Characteristic No. 1 | Yes/No | | Characteristic No.2 | Yes/No | | **Experiences**  *Experience [Number of years of experience, Management of at least x similar projects, ...]*  *(Obligatory characteristics)* | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | **Certifications**  *[Project management, Best practices, IS security, ...] if applicable*  *(Obligatory characteristics)* | | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | **Others**  *[To be specified, where applicable].*  *(Compulsory characteristics)* | | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | 9 | The absence of the integrity charter dated and signed | | | Yes/No | | 10 | The absence of commitment declaration to comply with social and environmental clauses | | | Yes/No | | 1. **Eliminatory criteria in relation to the financial offer** | | | | | | 10 | The absence of a quantified unit price in the financial offer | | | Yes/No | | 11 | Absence of an element of the financial offer (tender, BPU, DQE | | | Yes/No | | 12 | Absence of a sample financial offer | | | Yes/No | | 1. **General eliminatory criteria** | | | | | | 13 | SAC initialled on each page and signed with the words "read and approved". | | | Yes/No | | 14 | False declarations, fraudulent schemes or forged documents | | | Yes/No | | 15 | Failure to respect at least X essential criteria (X referring to the qualification threshold of technical offers) out of Y (Y referring to the total number of essential criteria); | | | Yes/No | | 16 | Failure to comply with the format of the tender file for offers submitted online | | | Yes/No | | 17 | Absence of a sworn statement for not having abandoned contracts during the last three years | | | Yes/No |   ***Essential criteria***  The technical offers will be evaluated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(to be specified as the case may be ) according to the essential criteria, which will include the following:  *[over* (100) marks for non-quantifiable insurances and services and intellectual services (SPI)*]*  *[or* binary (yes/no) for quantifiable insurances*]*  ***[to be specified formally for each criterion or sub-criterion].***   * ***The essential criteria and detailed sub-criteria for each lot,***   ***The number of marks awarded for each evaluation criterion and sub-criterion is as follows: (indicative values*** *[evaluation in marks for non-quantifiable insurances]*  *- Validation of x……………………..sub-criteria per criterion to obtain a yes [binary evaluation (yes/no) for quantifiable insurances*  The number of marks awarded *(indicative values)* or the conditions for validating each evaluation criterion and sub-criterion as the case may be are provided below *:*   |  |  | | --- | --- | | Criteria | Scoring (marks) | | **I - General presentation of the offer**  Layout in relation to the stipulations of the RPAO  Binding  Legibility   * *[Colour divider other than the white colour or the main colour of the offer* * *Pagination* * *Summary*   ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [0-5] or [Yes/No] | | * **II – Bidder’s general references** * Territorial representativity; if applicable * Geography of the share capital * - capital structure mainly made up of legal entities without any specific link at the base; * - capital structure mainly made up of natural persons without any specific link at the base; * - capital structure made up of a natural shareholder holding more than forty (40%) of the capital * Turnover.   Ni=(CAi/CAmax)\*Nr  CAmax= Highest turnover  Nr=score of the heading  CAi=Turnover of service provider i  Ni= Score of service provider i  see CEG (general operating accounts)  ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [03-06] or  [Yes/No] | | **III. - Specific references of the bidder in similar risks over the last three years**   * The specific turnover in the sector considered (03 marks);   Ni=(CAi/CAmax)\*Nr  CAmax= Highest turnover  Nr=Score of the heading  CAi=Turnover of service provider i  Ni= Score of service provider i   * Number of insurance policies of more than \_\_\_\_\_ million CFA francs issued in the sector (03 marks)   If Nb ≥10  If 5 ≤ Nb < 10  If 0<Nb<5  (Supporting documents statement C1, first and last page of contracts and letters of satisfaction)   * Satisfaction rate   Nb= Number of contracts issued  Nl= Number of letters of satisfaction  TS= Satisfaction rate= (Nl/Nb) x100  If T=100/100, the score is equal to 05 marks;  If 60≤T<100 = ;  If 50≤T<60 =  ;  If 0≤T<50=00 mark  ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [10-15] or  [Yes/No | | IV. **Description and implementation of guarantees**  Brief description of the mission to be carried out  Number of constituent documents in the claim file   * Time taken to investigate and pay claims * Method of payment   ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [12-16] or  [Yes/No | | V. - **Technical capacity of the tenderer to execute the mission**  a - Conformity of the product with the Special Conditions drawn up in accordance with the rules of the art and taking into account the entirety of the needs of the Project Owner or the Delegated Project Owner as regards the time limits for the procedures, the extent of the guarantees, the application of the guarantees, the ceilings, the deductions the exclusions and forfeitures, the rates proposed for the application of the adjustment clause, etc.  b - Consistency of the portfolio in similar risk  Five (5) Contracts each for an amount at least equal to the present contract during the last three (3) financial years, accompanied by letters of satisfaction,  (first page of the contract and last signed by the parties);  c - Reinsurance treaty in the branch currently valid, signed by the parties;   * Number of treaties ≥ to two (03 marks), if < to two * Capacity of the treaty in the branch concerned ≥ to one billion (02 marks),   d - Claims settlement rate in the branch under consideration.  Ni = (CRSi / CRS max) x Nr  where Ni is the score of the candidate i; CRSi is the average of the rate of the candidate considered, CRS max is the average of the highest rate and Nr is the score for the sub-criterion. (See Statement C10b Table F);  ***[specify the number of*** ***marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [30-40] or  [Yes/No | | VI -**Bidder's financial capacity**  Share capital  If capital ≥ three billion:  If `capital < three billion   * - Fully paid-up share capital.   and 0 pt otherwise.   * - Coverage of regulatory commitments * Cer>120 * 110 ≤ Cer ≤ 120 * 100 ≤ Cer<110 * Cer<100 0 pt   Cer= coverage rate of regulatory commitments  (see statement C4)   * - Solvency margin coverage (05 marks) * Cms ≥ 200 (05 pts) * 150 ≤ Cms ≤ 200 * 100 ≤ Cms < 150   Cms= solvency margin coverage ratio  (see statement C11)  ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [15-25] or  [Yes/No | | VII - Agreements and partnerships signed in the accomplishment of the mission   * At the national level * As illustration (hospitals, pharmacies, laboratories, garages, experts, etc.) * At the international level * As illustration (hospitals, assistance bodies, etc.)   ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [10-15] or  [Yes/No | | VIII - Other facilities and advantages granted  (indications of the tenderer at least two (02)  ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [5-10] or  [Yes/No | | * Coverage of regulatory commitments   ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [ | | Claims settlement rate in the similar branch  ***[specify the number of marks per criterion or sub-criterion for non-quantifiable insurances and/or the validation of X……………………..sub-criteria per criterion to obtain a yes for quantifiable insurances]*** | [0-5] or  [Yes/No | |  | 100 |   The minimum technical score required is \_\_\_\_\_\_\_\_\_\_\_ /100(quantifiable service). And only the financial offers of the bidders who have reached this threshold will be opened.  ***NB: Offers submitted online shall be evaluated after downloading in the same conditions as offers in hard copy.***  ***A detailed evaluation grid coherent with the requirements of the Special Regulations of the invitation to tender may be attached to this RPAO. The said grid and detailed criteria below should formally specify the modalities for validating a criterion on the basis of the number of sub-criteria met.]***  ***In case of conflict between the contents of TF documents, the elimination of an offer for non-conformity with the prescriptions of the TF shall be based only on the criteria contained in the RAPO whose provisions prevail over those of other documents.***  The financial score (NF) will be calculated according to the formula  NF = (Mn x 100)/M  Where Mn is the amount of the complete, compliant and lowest priced offer and M is the amount of the bidder's offer.    The final score (ND) of the bidder’s offer will be obtained by the formula:  ND = \_\_\_\_\_\_\_\_\_ NT + \_\_\_\_\_\_\_\_ NF. |
|  | **Essential criteria:**  Lot\_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 26. 1 | **2- Evaluation grid**  The minimum technical score required is *[indicate the number of marks/100*] :  *A detailed evaluation grid coherent with the requirements of the Special Regulations of the invitation to tender may be attached to this RPAO. The said grid and detailed criteria below should formally specify the modalities for validating a criterion on the basis of the number of sub-criteria met.]*  N**.B**:   * In case of pre-qualification of national enterprises through categorisation, they shall be exempted from submitting in their technical file, the documents listed in Article 13.1.b1 of the technical envelope of the RPAO. * Any public official listed among a bidder’s personnel and that did not present all the documents likely to justify his release by the Administration, shall be considered as not valid.   The formula used to establish the financial scores is the following:  *[ Sf = 100 x Fm/F, Sf being the financial score, Fm the lowest proposal and F the amount of the proposal considered or any other linear formula]*  ***Offers submitted online shall be evaluated after downloading in the same conditions as offers in hard copy.***  ***In case of conflict between the contents of TF documents, the elimination of an offer for non-conformity with the prescriptions of the TF shall be based only on the criteria contained in the RAPO whose provisions prevail over those of other documents.*** |
| 26.2 | The currency retained for conversion into a single currency is the CFA franc, the source of the exchange rate being the Bank of Central African States (BEAC).  The exchange rate date is: *[choose a date that will not be more than twenty-eight (28) days before the deadline for submission of bids, nor later than the initial date of expiry of the period of validity of tenders.*  The exchange rate for converting the bidder's offer into local currency, as well as for converting future invoices into foreign currency, will be that [to be specified: example. that of the BEAC three working days before the deadline for the submission of bids]. |
| 26.3 | **The respective weights awarded to the technical and financial proposals are:**  **T= *[normally between 0.6 and 0.8]*,**  **F= *[normally between 0.2 and 0.4]***  **In case of invitations to tender with multiple lots, specify the number of lots a bidder is likely to be awarded and define the award modalities.** |
| 27.1 | The negotiations will take place at the following address |
|  | **D. SUBMISSION OF TENDERS** |
| 28 | **METHOD OF SUBMISSION**  The method of submission for this consultation is [Indicate one of the following three methods of submission: online, offline, online or offline]. *However, when both possibilities are open, the bidder cannot use both the online and offline method at the same time.* |
| 29 | ***For non-quantifiable insurance contracts***  *[The Project Owner or Delegated Project Owner shall award the contract to the bidder with the lowest evaluated bid based on a combination of technical, financial and/or aesthetic criteria taking into account any rebates proposed.*  *The combination to be applied in the event of the simultaneous award of several lots is as follows: [specify, if applicable****, a method other than the most economically advantageous for the Project Owner or Delegated Project Owner]****.*  ***Or for quantifiable insurance contracts***  *The Project Owner or Delegated Project Owner shall award the contract to the bidder whose offer was deemed largely compliant with the Tender File and who has the required technical and financial capacities to satisfactorily execute the contract and whose offer was evaluated as the lowest.* |
| 30 | The rate of the final bond is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [to be specified (between 2 and 5%)] of the amount all taxes inclusive of the contract  [*The amount is set in percentage of the amount of the contract all taxes inclusive].*  Within twenty (20) days of the date of notification of the contract by the Project Owner, the contracting partner will provide a final bond in accordance with the model attached to the tender file. Failure to produce the said bond within the time limits and under the conditions set in Article 28 of the SAC will expose the tenderer to the penalties provide for in Article 37 of the said SAC. |
| 40 | **Ethical principles**  Tenders Board Chairpersons and Members, bidders must observe the strict rules of professional ethics in all respects. In particular, they must refrain from corruption or any other form of fraudulent schemes. In accordance with this principle, the above expressions are defined as follows:  (i) Whoever directly or indirectly offers, gives, solicits or accepts any form of profit in order to influence the action of a public employee during the award or execution of a contract or jobbing order shall be guilty of **“corruption”**, and  (ii) is guilty of " corruption " whoever provides, solicits or accepts several offers issued by the same tenderer under different corporate names and/or on different registration numbers.  (iii) Whoever deforms or distorts facts in order to influence the award or execution of a contract or jobbing order in a manner, prejudicial to the Project Owner or Delegated Project Owner is indulging in "fraudulent schemes". Fraudulent schemes " include in particular, any agreement or collusive manoeuvre by bidders (before or after the submission of the tender) aimed at artificially keeping bid prices at levels not commensurate with those that would result from free and open competition, and thus depriving the Project Owner or the Delegated Project Owner of the advantages of free and open competition |

Document No. 4: Special Administrative Clauses (SAC)

**Note relating to the Special Administrative Conditions**

The provisions of these Special Administrative Conditions (SAC) establish the rights and obligations of the parties to the contract. These rights and obligations shall be in all respects consistent with the General Administrative Conditions (GAC), which already set out the regulatory framework applicable to the execution of Services contracts.

In this regard, the provisions of the SAC supplement and/or specify the information expressly provided for in the GAC on the one hand, and that required by the contract in question on the other hand, in compliance with the laws and regulations in force in Cameroon.

Unless there is a special provision referring to the SAC, the provisions of the GAC shall remain applicable:

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

The number of the GAC article to which the SAC article refers is indicated, where applicable, in brackets. Other articles of the GAC not featuring in the SAC of course remain in force in the execution of the contract.

The model clauses of the SAC constitute a guideline of the provisions which the Project Owner or the Delegated Project Owner should follow to prepare each Tender File and the draft contract.

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

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CHAPTER I Generalities

## Article 1: Subject of the contract

The subject of the contract should be in line with the similar provisions of the General Administrative Conditions (GAC) relating to the scope of application. The purpose of this contract is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to take out an Insurance Policy \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ covering the insurance \_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_for the \_\_\_\_\_\_\_\_\_\_\_\_\_financial year(s).

In case of allotment, the subject of the contract shall focus on the lot concerned

## Article 2: Contract award procedure

This contract shall be awarded according to the invitation to tender procedure \_\_\_\_\_\_\_\_\_\_\_.

[Indicate the contract award procedure with its references]

## Article 3: Definitions and Duties

**For the application of the provisions of this contract, it is specified that:**

**3.1 General definitions**

* **Beneficiary**: the beneficiary is the natural or legal person who receives from the insurer the indemnity, capital or annuity provided for in the event of a claim. He may be different from the insured and the policyholder.
* **Claim**: The claim is the occurrence of the risk covered under the conditions provided for in the contract and during the coverage period.
* **Deductible**: the deductible is the portion of the damage whose cost shall be borne by the insured. It can take several forms depending on the intention of the parties and their objectives: reduction of the premium, moralization of the risk, participation of the insured.
* **Exclusions**: an event provided for in the contract for which the insurer does not accept to bear the costs.
* **Forfeiture**: Forfeiture is the loss of the insured's right to cover for failure to comply with some contractual provisions when the contract so provides;
* **Guarantee**: is a commitment taken by an insurer to pay claims when they occur.
* **Guaranteed capital:** amount constituting the insurer's commitment to be paid to the insured or the beneficiary of the contract in the event of a claim; through a single payment or annuities.
* **Insurance**: insurance is a technique by which the Project Owner or the Delegated Project Owner transfers, against payment of a premium, the risks that threaten his existence, his acts or his property, to another party (insurer) who agrees in writing (contract) to compensate the insured party in case the risk being covered occurs;
* **Insured**: the insured is a natural or legal person who, exposed to a risk, is covered by the insurer through a contract. He may not be the policy holder;
* **Insurer**: the insurer is the legal person that guarantees the risks of natural or legal persons in return for payment of premiums and makes compensation in case the risk being covered occurs;
* **Policy holder**: The policy holder is the natural or legal person who negotiates the insurance contract with the insurer, signs it and undertakes to pay the insurance premium.
* **Premium:** the premium or contribution is the price paid or to be paid by the policyholder to the insurer in return for the latter's commitment. It should be noted that this premium may be paid by any person interested in the insurance contract.
* **Prescription**: is the extinction of the action for compensation of the claim at the end of a period fixed by the regulations;
* **Project Manager/Consultant Broker/Managing Broker as the case may be:** this is the professional recruited and paid by the Project Owner/Delegated Project Owner to assist him in the studies, award and execution of insurance contracts.
* **Risk:** Risk is the probability of damage occurring as a result of exposure to a hazard; it is the subject of the insurance or the value guaranteed;

**3.2 Duties**

In accordance with the Public Contracts Code:

* **The Project Owner or Delegated Project Owner** is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_He signs the contract, orders payment for the services, ensures that the related original documents are kept and forwards copies to the Authority in charge of Public Contracts and to the Public Contracts Regulatory body and to the Ministry in charge of Public Contracts or its relevant devolved services;
* **The Contract Manager is****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Heensures the proper execution of contractual obligations. To this effect, he ensures compliance with the administrative, technical and financial conditions and contractual deadlines. He oversees the general management of the execution of services, decides on all the technical and financial provisions and represents the Project Owner or the Delegated Project Owner before relevant dispute settlement bodies. He provides the Project Owner, Delegated Project Owner, with general administrative, financial and technical assistance at the stages of definition, preparation, execution and acceptance of the services subject of the contract
* **The Contract Engineer is**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_He is accredited by the Project Owner or the Delegated Project Owner to monitor and control the technical and financial execution of the contract under the supervision of the Contract Manager to whom he reports. He is responsible for technical and financial monitoring. As such, he assesses, decides and gives instructions having no financial incidence.
* **The Project Management** **of this contract** shall be exercised by the Follow-up and Technical Validation Committee as defined in Article 151 paragraph 7 of the Public Contracts Code. In this capacity, he is responsible for defending the interests of the Project Owner or Delegated Project Owner at the stage of managing the execution and the validation of the services.
* **T****he body responsible for the external control of public contracts is** the Ministry in charge of public contracts. The Ministry of Public Contracts or its competent devolved service checks the conformity of the execution of the contract, issues the required prior endorsements and endorses the final detailed account (the last invoice).
* **The Administration's contracting partner or the contract holder is**: *[To be specified]* he is responsible for the execution of the services provided for in the contract;

***3.2. Security***

Security is subject to applicable rules on the matter, especially Article 150 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code and its implementing instruments:

For the application of the security regime in force, the following definitions hold:

* The authority in charge of ordering payments and of the clearance of expenditures shall be: [To be specified];
* The authority in charge of the payment shall be: [To be specified];
* The official competent to provide information concerning the execution of this contract shall be: *[to be specified];*

## Article 4: Applicable language, laws and regulations

## 

4.1 The language used shall be English or French.

4.2 The Insurer undertakes to respect the treaties, laws and regulations in force in the Republic of Cameroon, both in his own organisation and in the performance of the Contract.

If these treaties, laws and regulations in force at the date of signature of this Contract are modified 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

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

* The tender or commitment letter;
* The contracting partner’s offer duly signed by the service provider and its annexes in all the provisions not contrary to the Special Administrative Conditions (SAC), the Terms of Reference (ToR) and the technical clauses of the services, if applicable;
* The Special Administrative Conditions (SAC);
* The Terms of Reference (ToR) or the technical clauses;
* The elements proper for determining the contract price, such as, in order of priority: the detailed or the estimate; the unit price schedule; the statement of all-in prices; the breakdown of all-in prices and/or the sub-details of unit prices;
* The General Administrative Conditions (GAC) applicable to insurance contracts;
* The General Technical Clause(s) (GTC) applicable to the services covered by the contract. *[Insert and indicate where necessary, the name and references] ;*
* The execution project/programme or action plan, etc. [Insert and indicate, where appropriate, names and references] ;
* Any other useful document: the Minutes of Negotiations, the Environmental, Social, Health and Safety (ESHS) Plans, Management Strategies and Implementation Plans, the ESHS Code of Conduct, the project value analysis if applicable, etc.
* Integrity charter;
* Social and environmental commitment declaration:
* The insurance contract.

**Article 6: General applicable instruments**

This contract is subject to the following general instruments:

1. Law No. ............... of ....., Finance Law of the Republic of Cameroon for the…………… financial year
2. Law No.92/007 of 14 August 1992 on the Labour Code;
3. Law No.096/12 of 5 August 1996 on the framework law on environmental management;
4. Law No. 2018/011 of 11 July 2018, to lay down the Code of Transparency and Good Governance in the Management of Public Finances in Cameroon;
5. Law No. 2018/012 of 11 July 2018, to lay down the financial regime of the State and other public entities;
6. The Insurance Code (CIMA Code);
7. Decree No. 2001/048 of 23 February 2001 to lay down the organisation and functioning of the Public Contracts Regulatory Agency, as amended and supplemented by decree No.2012/076 of 8 March 2012;
8. Decree No.2011/408 of 9 December 2011 to organize the Government, as amended and supplemented by Decree No.2018/190 of 2 March 2018;
9. Decree No. 2012/075 of 08 March 2012 to organise the Ministry of Public Contracts:
10. Decree No.2018/366 of 20 June 2018 to institute the Public Contracts Code and its application instruments;
11. The General Administrative Conditions (GAC) applicable to insurance Public Contracts put into force by Order [...to be filled...] ;
12. Standards in force;
13. The Circular [to be indicated where necessary] on instruction on the execution, the monitoring, the control of the execution of the State budget, of Public Administrative Establishments, Regional and Local Authorities and other subsidised bodies for the financial year *[to be indicated where necessary];*
14. Other instruments specific to the insurance field.

## Article 7: Communication

All communications shall be in writing under this contract and notifications shall be sent to the following addresses:

* In case the Insurer is the addressee: correspondence shall be validly notified to his address ....... or, otherwise, to the Council of ............

Sir/Madam: *[To be specified]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P.O. BOX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beyond the 15-day period set out in of the GAC to make known to the Project Owner or Delegated Project Owner, the Contract Manager his place of residence, correspondences shall be validly addressed to the Council of: *[To be specified, this must be within the geographic area of the project].*

* In case the Project Owner or the Delegated Project Owner is the addressee:

Sir/Madam: *[To be specified]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P.O. BOX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with a copy sent within the same timeframe to the Contract Manager and to the Engineer, if applicable.

## Article 8: Administrative orders

The various administrative orders shall be drawn up and notified as follows:

8.1. As soon as the contract is notified to the contract Holder, the Project Owner or the Delegated Project Owner shall have a time limit of fifteen (15) calendar days to issue the administrative order to commence services. This Administrative Order shall be notified to the Contracting Partner by the Contract Manager within seven (7) calendar days. A copy of the said Administrative Order shall be forwarded to the Minister in charge of Public Contracts, the Body in charge of the Regulation of Public Contracts, the Contract Manager, the Contract Engineer, the Paying Authority and the Project Manager if applicable.

8.2 All instructions to the service provider shall be made by Administrative order signed by the contract manager. However, the Administrative Orders having incidence on the scope, the price or on the contract timeframe, shall be signed by the Project Owner or after his written approval, by the Contract Manager and issued under the following conditions:

* When an Administrative Order is likely to cause the contract price overrun, its signature shall be subject to financial justifications by the Project Owner or the Delegated Project Owner;
* In case of contract price overrun, modifications shall be done only through amendment and the additional services shall be paid only after the signature of this amendment by the Project Owner or the Delegated Project Owner;
* The administrative orders for additional services shall be signed by the Project Owner or the Delegated Project Owner and regularized later through amendment as far as their financial incidence is less than ten percent (10) of the contract price.

A copy of the administrative orders referred to above shall be sent to the Contract Manager, the Contract Engineer, the Paying Authority and the Project Manager where applicable. The prior endorsement of the Paying Authority may be possibly required before signature of those having incidence on the amount.

In fact, any modification on the Terms of Reference or technical specifications shall be the subject of a preliminary study on the contract scope, cost and timeframe.

Administrative orders relating to subcontracted services shall be signed by the Project Owner and notified by the Contract Manager to the service provider, who alone has the capacity to present reservations.

8.3 When the insurer considers that the requirements of an administrative order call for reservations on his part, the shall, under penalty of foreclosure, submit them in writing to the contract manager with a copy to the contract engineer or to the project manager, as the case may be, within a period of fifteen (15) calendar days, counted from the date of receipt. The service provider must comply strictly with the administrative orders notified to him, whether or not he has expressed reservations about them.

Administrative orders relating to subcontracted services shall be signed by the project owner and notified by the contract manager to the service provider, who alone is authorised to present reservations.

8.4 In case of a group of companies, the administrative orders shall be signed by the representative, who alone has the right to submit reservations.

8.5 The contract may include conditional tranches, the execution of which is subject, for each of them, to the possible lifting of the denunciation clause and the notification to the service provider by administrative order, of the project owner’s decision to execute the said tranches. If this administrative order has not been notified to the service provider, within the time frame stipulated in the contract, the project owner and the service provider, at the expiry time limit, are released from this obligation for this conditional tranche, without prejudice to the application of the provisions below.

8.6 Where the time limit allowed by the SAC for notification of the administrative order to execute a conditional tranche is defined in relation to the origin of the execution period for another tranche, it shall, in case of extension of the said execution period or of delay due to the service provider established in the execution, extended by a period equal to that of the extension or that delay.

8.7 Where the SAC provides for a waiting indemnity for a conditional tranche in relation to the origin of the execution period of another tranche, the extension of the said execution period or the delay in execution caused by the service provider shall cause the postponement of the right to indemnity equal to the extension or delay.

8.8 The administrative order to start the execution of the services of the conditional tranche shall only be signed and notified after completion and acceptance of the previous tranche. However, in case the suspensive condition of the execution of the conditional tranche is subject to the availability of financing, the notification of the administrative order to start services shall be given as soon as there is proof of the availability of funding.

8.9 In any case, any change affecting the terms of reference must be the subject of prior study of the scope, costs and deadlines of the contract.

8.10. The Administrative Orders of a technical nature linked to the normal progress of services shall be signed directly by the Contract Manager and notified to the Contracting Partner by the Contract Engineer or the Project Manager, if applicable;

8. 11. The administrative orders serving as formal notice shall be signed by the Project Owner or the Delegated Project Owner and notified to the Contracting Partner by the Contract Manager with copy to the Contract Engineer and the Project Manager if applicable.

8. 12. The administrative orders for the suspension and resumption of services due to case of force majeure shall be signed by the Project Owner or the Delegated Project Owner and notified by his services to Contracting Partner with copy to the Contract Manager, Contract Engineer and Project Manager if applicable.

## Article 9: Conditional tranche(s) contracts

*(Specify whether the contract includes one or more tranche(s). and the conditions for the notification of each of the tranches )*

**9.1**. The contract will be carried out in \_\_\_\_\_\_\_\_\_\_\_\_\_ tranche(s):

* a firm tranche: from \_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
* a conditional tranche: from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Sixty (60) calendar days before the end of a tranche, the Project Owner or the Delegated Project Owner shall evaluate the service provider's mission:

* in the event of a successful mission, the Project Owner or Delegated Project Owner will issue an attestation of proper execution to the Service provider (letter of satisfaction), which shall be used as an approval for the continuation of the conditional tranche.
* In case the mission is not satisfactory, the Project Owner or Delegated Project Owner shall notify the service provider within forty-five (45) calendar days of the termination of the mission (attestation of termination of the mission).

**9.2**. The deadline stated for notification of the administrative order to start the next conditional tranche is fifteen (15) days before the start of the said tranche

## 

**Article 10: Insurer’s personnel**

**10.1. Company’s personnel**

The company is bound to use the personnel proposed in the tender, whose team is made up as follows: *[To be specified]*

**10.2. Replacement of key personnel**

Any modification, even partial made on the proposals of technical offer shall take place only after the written

authorisation of the Project Owner or Delegated Project Owner or Contract Manager. In case of modification, the Insurer shall propose a staff with at least equal skills

In any case, the lists of the supervisory staff to be used shall be first of all subject to the approval of the Project Manager or the Engineer in the days x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(to be specified) that follow the notification of the administrative order to commence services. The Project Manager shall have X\_\_\_\_\_\_\_\_\_days to notify in writing his opinion with copy to the Contract Manager. Beyond this deadline, the lists shall be considered as approved. The Project Owner shall reserve the possibility to refuse his approval to a person proposed by the Contracting Partner whose qualification may be insufficient.

Any unilateral modification made on proposals in terms of supervisory personnel of the technical offer, before and during the execution of the services, shall be a reason to terminate the contract or the application of penalties as referred to in Article 41 below.

The insurer shall use the personnel proposed in his action plan for the proper execution of the services in accordance with the rules of the art.

Any modification made should be notified to the Project Owner or Delegated Project Owner for prior approval.

**10.3. Withdrawal of the personnel (if applicable)**

After written approval of the Project Owner or Delegated Project Owner, the Contract Manager may urge the Contracting Partner to withdraw somebody part of the staff, by giving the reasons of his request, the Contracting Partner shall make sure that the said person leaves the site within ten days and shall no longer have any link with the work within the framework of the contract. If the Project Owner requests the replacement of a team member for gross misconduct duly ascertained or for incompetence, the replacement shall be done at the costs of the contracting partner within at most fifteen (15) days.

**10.4 The Contracting Partner’s representative**

As the contract is notified, the Contracting Partner shall appoint a natural person to represent him towards the Administration for any matter that concerns the execution of the project.

This person in charge of the conduct of services, shall have enough powers to promptly take decisions necessary for the proper operation of the project.

**10.5. Labour law**

The Contracting Partner shall provide for all the staff living in his residential area, lodging facilities, medical assistance, food and sanitary facilities, by complying with the Specifications requirements related to the Social and sanitary conditions of the workforce.

In his relations with his staff and that of his subcontractors that will be used or will participate in the execution of the Contract, the Contracting Partner shall respect National Days, public holidays, religious feasts and other customs as well as all the applicable laws and local regulations in terms of labour law.

Except otherwise stated in the Contract, if the Contracting Partner deems necessary to execute services by night or during public holidays in order to respect the Levels of service and the Contractual completion timeframe, and if he requests the Project Owner or the Delegated Project Owner’s approval to this effect, (if such an approval is requested), the Project Owner shall not refuse his approval without a valid reason.

The Contracting Partner shall have the responsibility to obtain all the required permits and/or visas from the competent authorities, so that all the workforce and all the personnel to be employed on the Site could validly enter and stay in Cameroon.

The Contracting Partner shall provide at his own costs, necessary means in order to repatriate all the members of his staff and those of his subcontractors working on the Site to the countries where they were respectively recruited for the execution of the Contract; he shall also bear the costs for their temporary stay in the country of execution of the Contract between the date they no longer work for the execution of the contract and the date planned for their repatriation.

**10.6. Equipment proposed in the offer**

The Contracting Partner shall use the appropriate equipment with the level similar to the TF prescriptions in the execution project for the proper execution of the services according to standards.

Any modification made should be notified to the Project Owner or the Delegated Project Owner for prior approval.

# CHAPTER II: EXECUTION OF THE SERVICES

## Article 11: Nature of services

The content of the services covered by this Contract concerns an insurance policy \_\_\_\_\_\_\_\_\_\_\_\_\_\_ including insurance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a period:

* Firm tranche: from \_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
* Conditional tranche: from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_.

## Article 12: Period of execution of the Contract

12.1 The period of execution of the services covered by this Contract is \_\_\_\_\_\_\_\_\_\_\_ months, distributed as follows:

* Firm tranche: from \_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
* Conditional tranche: from\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

12.2 This period shall run from the date of notification of the administrative order to start the services.

## Article 13: Obligations of the Project Owner or the Delegated Project Owner

The insured is bound:

* + 1. To pay the premium or contribution at the agreed periods;
    2. To answer accurately the questions asked by the insurer, in particular in the risk declaration form by which the insurer questions him at the time of the conclusion of the contract, on the circumstances that are likely to make the insurer assess the risks he is taking charge of;
    3. To declare, during the course of the contract, new circumstances that result in either an increase in the risks or the creation of new risks and which therefore render inaccurate or null and void the answers given to the insurer, particularly in the form mentioned in paragraph 30.1.2 above. The insured must declare these circumstances to the insurer by registered mail or countersigned mail within fifteen days from the date he got the information. In the case of a countersigned letter, a receipt serving as proof must be given to the insured;
    4. To give notice to the insurer, as soon as he gets the information and at the latest within the time limit laid down in the contract, of any claim likely to involve the insurer’s guarantee. This period may not be less than five working days. In the event of theft or in the event of a livestock mortality claim, this period is fixed at 48 hours, the above time limits may be extended by mutual agreement between the contracting parties;

The provisions of paragraphs 31.1.3 and 31.1.4 above do not apply to file insurance.

* 1. If the contract provides for the provision of means to the service provider that belong to the project owner or which the service provider in charge of acquiring or manufacturing on behalf of this public individual, the following provisions apply;

1. In the event of failure to return, repair or reimburse within the time limits laid down in the contract, the contract manager may suspend payment of the sums due under the contract until the return, restoration or reimbursement is actually carried out;
2. Irrespective of the above sanctions, the measures provided for in Article 52 may be applied in the event of failure to present, misuse or abusive use of the equipment/documents entrusted to the service provider.
   1. The Project Owner or the Delegated Project Owner is responsible for the availability of the site as well as its access, the possession, use and access to all the other areas reasonably necessary for the proper execution of the Contract. He shall provide the insurer with all the information necessary for the execution of his mission. He shall provide the Contracting Partner with facilities to access the project sites. For sites far away from the Project Owner Head office, access transport charges shall be borne by the Contracting partner
   2. If the insurer makes the request, the Project Owner or the Delegated Project Owner shall do all what he can to help the latter to obtain on time and with all the required diligence, from the local, regional and national administrations or public services the permits, authorisations and licenses necessary for the execution of the Contract, required by these bodies for the Contracting Partner, his subcontractors or the Contracting partner’s personnel or his subcontractors, as the case may be.
   3. The Project Owner shall protect the contracting partner against threats, offenses, violence, assault and battery, insults or defamations that he may be victim of, for the reason or in the discharge of his duties.

## Article 14: Insurer’s obligations

14.1 As soon as the Project Owner notifies the contract, the service provider is bound to register it within the deadlines and conditions stipulated by the General Tax Code;

14.2 Unless otherwise stipulated in the SAC, the contract execution period shall run from the date of notification of the administrative order to commence service;

14.3 The service provider shall make known to the contract manager, upon request, the places where claims files are processed as indicated in the programme of execution and the contract engineer may follow the progress of the claims on site;

14.4 Persons appointed by the contract manager for this purpose shall have free access to such premises, but shall be bound by the obligation of discretion and confidentiality;

14.5 If the service provider hinders the conduct of control during the execution of the contract, he is liable to the application of the measures provided for termination for default by the contracting partner;

14.6 If the contract provides for the provision to the service provider of resources that belong to the project owner or which the service provider is in charge of acquiring or manufacturing on behalf of this public entity, the following stipulations are applicable;

1. After the contract has been executed or terminated, or at the end of the contract period, the resources still available are returned to the project owner; unless otherwise provided for in the contract, the transport costs and risks shall be borne the service provider;
2. The service provider shall be responsible for the safekeeping, maintenance and use of any equipment entrusted to him, as soon as such equipment is actually placed at his disposal; he may use it only for the purposes provided for in the contract, except with the approval of the contract manager. To this end, the service provider shall, on the instructions of the contract manager, keep a permanent inventory or record of use and affix identification marks to the equipment. Unless otherwise stipulated in the contract, if any equipment for which the service provider is responsible is destroyed, lost or damaged, the service provider shall, at the discretion of the contract manager, replace or repair it or reimburse its residual value at the date of he claim. Before notifying his decision, the contract manager shall consult the service provider;
3. In the case of equipment that is not commercially available, the service provider is only subject to the obligations of the preceding paragraph if the value of the equipment is stated in the contract.
4. If the contract provides for a specific guarantee or the commitment of a personal and several guarantee as a guarantee, this must be done at the latest at the time of handling over the equipment.
   1. Loss and damage caused by fortuitous events or the fault of the insured person shall be borne by the insurer, unless expressly excluded to a limited extent in the policy. However, the insurer shall not be liable for loss or damage caused by the intentional or wilful misconduct of the insured. The responsibility of proving the intentional nature of the fault lies with the insurer;
   2. Upon the occurrence of the risk or upon expiry of the contract, the insurer shall execute the contractually agreed service within the agreed time limit and shall not be liable beyond that time. The insurer shall not cover any claims arising after expiry or suspension of the contract.
   3. The insurance shall continue in the event of the bankruptcy or compulsory liquidation of the insured. The trustee or the debtor authorised by the judge or the liquidator, as the case may be, and the insurer shall keep the right to terminate the contract for a period of three months from the date of the judgement of bankruptcy or liquidation. The portion of the premium relating to the time during which the insurer no longer cover the risk shall be returned to the debtor. In the event of the bankruptcy of an insurance company, the contracts it holds in its portfolio shall automatically cease to have effect on the fortieth day at noon, as from the publication in a newspaper for legal notices, of the decision to withdraw the authorisation. Premiums shall be due in proportion to the guarantee period. The trustee may postpone the payment of claims.
   4. The service provider shall not make any commercial use of the results of the services without the prior consent of the project owner;

14.11 The Insurer’s mission is to discharge his duties under the supervision of a Project Management or the engineer and fulfil his obligations diligently, efficiently and economically, in accordance with the standards, techniques and practices generally accepted in his field of activity.

14.12 The Insurer is bound by professional secrecy with regard to third parties, on information, communication and documents gathered or brought to his knowledge in the course of the performance of the contract.

14.13 The Insurer is bound to include in his proposal Special Conditions, the time limits for the compensation of claims, namely: the time limits for the examination of files and for payment.

14.14 The Insurer is bound to collaborate with the Council (the Insurance Expert or the Consulting Physician as the case may be) appointed by the Project Owner or the Delegated Project Owner.

## Article 15: Execution programme

The execution programme should be in accordance with the Terms of Reference.

Within a maximum period of [thirty (30) days] from the notification of the administrative order to commence services, the contracting partner shall submit, in [five (5) or six (6)] copies, for approval [to the Contract Manager after opinion of the Contract Engineer the programme for the execution of services, its execution calendar, his Quality Assurance Plan draft (QAP) and his environmental Management Plan, if applicable.

This programme shall be exclusively presented according to models provided

Two (2) copies of the documents shall be returned to him within eight (8) to fifteen (15) days from their receipt with:

- either the indication “GOOD FOR EXECUTION”;

- or with the indication rejection accompanied by the reasons of the rejection.

In case of rejection, the Contracting partner shall have eight (8) days to submit a new draft. The Contract Manager shall then have five (5) days to give his approval or to make possible remarks. The time frame for the approval of the execution programme is suspensive of the execution time frame.

The approval granted by the Contract Manager shall in no way mitigate the responsibility of the Contracting partner. However, the services executed before the approval of the programme shall neither be established nor remunerated. The updated and approved planning shall become the contractual planning.

The Contracting partner shall constantly update the planning of services that should take into account the real progress of services. Important modifications shall be made on the contractual programme only after the Contract Manager’s approval. After approval of the execution programme by the Contract Manager, it should be sent, within five (5) days, to the Project Owner, without suspensive effect of its execution.

However, if substantial modifications with incidence on the subject of the contract or the content of services are noted, the Project Owner shall send back the execution programme accompanied by the reservations to be lifted within fifteen (15) days from the date of its receipt.

## 

## Article 16: Subcontracting

Not applicable

# CHAPTER III: FINANCIAL CLAUSES

## Article 17: Amount of the contract

The amount of this contract as shown in the attached details or estimate is .........in figures and ……………(in words) CFA francs all taxes inclusive, that is

* Amount EVAT: \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) CFA francs;
* Amount of VAT: \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) CFA francs.
* Amount of the AIR: \_\_\_\_ (\_\_\_) CFA francs;
* Amount of the TSR/IR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_) CFAF

Net amount to be collected (Net amount deducted of all taxes and duties = EVAT-TSR/IR \_\_\_\_\_\_\_\_ (\_\_\_\_\_) CFA francs.

## Article 18: Place and Method of Payment

Any payment for a public contract shall be done through bank transfer to an account located in a Cameroon law first rate credit establishment approved by the Minister in charge of Finance, in accordance with the instruments in force or by documentary credit.

The Project Owner shall pay the sums due through a bank transfer in the name of the contractor as follows:

*[The bank domiciliation shall be the same as for the final bond]*

* 1. For payment in CFA francs, that is (the amount in figures and in words), by crediting account No. \_\_\_\_\_\_\_\_\_ opened in the name of the Contracting Partner at the \_\_\_\_\_\_\_\_\_ bank
  2. For payment in currencies, (where applicable) that is (amount in figures and in words), by crediting account No. \_\_\_\_\_\_\_\_\_ opened in the name of the Contracting Partner at the \_\_\_\_\_\_\_\_\_ bank

## Article 19: Guarantees or bonds

The contracting partner shall provide in favour of the Project Owner or the Delegated Project Owner, within the time limits, in the amount, manner and form indicated below, guarantees from financial institutions approved by the Minister in charge of finance or having an approved local correspondent

The insurer shall provide in favour of the Project Owner or Delegated Project Owner within the deadlines, for the amount according and under the form indicated below, guarantees from financial bodies having received approval from the minister in charge of finance.

. *19.1.* ***Final bond***

1. The final bond is set at: [to be specified *between 2 and 5 % maximum] of the contract amount all taxes inclusive increased, as the case may be, by the amount of the contract amendments.*

It shall be constituted and forwarded to the Contract Manager within at most twenty (20) calendar days from the date of the notification of the contract and, in any case before the first payment:

1. The guarantee shall be expressed in the currency(ies) of the Contract, or in a freely convertible currency satisfactory to the Project Owner or the Delegated Project Owner, and shall follow one of the models provided in the Tender File, as indicated by the Project Owner or the Delegated Project Owner, in the SAC, or any other document satisfactory to the Project Owner or the Delegated Project Owner,

The substitution methods of the bond provided for in Article 140 of the Public Contracts Code are the following:

* Small and medium-sized enterprises with national share capital and managed by nationals, as well as civil society organisations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage, or a bond issued by a banking institution or financial body authorised in accordance with the instruments in force.
* The final bond shall be refunded consecutively following a release order by the Project Owner or the Delegated Project Owner from the date of acceptance of the services or within one month following the date of the acceptance of the services, after a release order issued by the Project Owner or the Delegated Project Owner after a request from the service provider.

**19.2. Performance bond in replacement of the retention bond**

The guarantee or retention bond is not required for services and intellectual services contracts.

***19.3. Start-off advance bond***

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

## 

## Article 20: Variation of premiums

Except in the case of additional clauses that may cause premiums to vary during the annual period of coverage (due to changes in risks or extensions of guarantees), premiums shall be firm and non-revisable during the said period.

For the start of the conditional tranche and depending on the technical results linked to the execution of the contract, everything being equal, a variation in premiums may occur for reasons of adjustment or variation in premius due to malus or bonus on condition that it was initially provided for in the contract by the premium revision clause.

## Article 21: Premium revision formulae

The prices on the unit price schedule shall be (revisable or not) [. To be specified…]. If yes by application of the following formula:

[Insert the formula and define the parameters and indices to be applied]

For each parameter, the index « o » indicates the « basic value » on the date of the month preceding that of the opening of bids.

## Article 22: Premium updating formulae

Premium updating does not exist in this Contract.

## Article 23: Start-up advances

Not applicable

## Article 24: Payment of premiums

*No later than [ to be specified between one (1) and three (3) months or the fifth (5th ) day of the month following the month in which the services were provided], the contracting partner shall submit to the engineer, in seven (7) copies, two draft provisional monthly detailed account (one detailed account excluding VAT and one detailed account for the amount of taxes), in accordance with the approved model and establishing the total amount of the sums he may claim as a result of the performance of the contract, since the start of the contract.*

*Only the detailed account excluding VAT will be paid to the contracting partner. The detailed account of the amount of the taxes will be the subject of an order between the budgets [To be specified] and the Ministry in charge of finance.*

*The amount excluding VAT of the advance payment to be made to the service provider will be mandated as follows:*

* *EVAT. - AIR or TSR] paid directly into the account of the contracting partner;*
* *VAT at the current rate*
* *-[AIR TSR] paid to the Treasury as AIR or the TSR owed by the contracting partner.*

(These different rates may vary depending on the regulations in force).

The sums due to the Insurer shall be paid on presentation of detailed accounts or invoices in seven (7) copies, the original of which shall be stamped in accordance with the regulations in force.

*[ Fix the time-limit of approval of invoices or detailed account by the Project Manager and the Contract Manager before transmission to the accountant in charge of payment;*

*[Fix the time limit for payment].*

*The Engineer shall have a period of [to be specified (a period of zero (0) to seven (7)] working days to send to the Contract Manager, the detailed accounts that he approved.*

*The Contract Manager shall have a period of [To be specified, (from zero (0) to twenty-one (21) working days)] for liquidation and forward to the accounting officer responsible for payment with copy to the body responsible for external control.*

The copies of the provisional detailed accounts shall be forwarded to the Ministry in charge of public contracts and to the body in charge of the regulation of public contracts

[fix the payment deadlines]

## Article 25: Interests on overdue payment

Any interests on arrears shall be paid by statement of sums due in accordance with the provisions of Articles 166 and 167 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

**Article 26: Penalties**

**A. Penalties for delay**

26.1 In case of overrun of the contractual period attributable to the contract holder, after prior warning, he shall be liable to a delay penalty, the amount of which shall be fixed as follows:

* One two-thousandth (1/2000th) of the amount of the claim for each calendar day of delay from the first to the thirtieth day beyond the contractual period fixed by the Contract;
* One thousandth (1/1000th) of the amount of the claim for each calendar day of delay beyond the thirtieth day.

26.2 For conditional tranche contracts, the time limits and amounts to be taken into account are those of the tranche considered.

**B.** **Specific penalties**

26.3 Irrespective of the penalties for delay, the contract may provide for specific penalties for non-compliance with the technical provisions, in particular:

* Late appointment of the official representing the enterprise;
* Late election of domicile;
* Late submission of final bond;
* Late submission of insurances;
* Late submission of the execution project provided that the delay is attributable to the Administration’s Contracting Partner;
* Others to be specified by the Project Owner.(amount and modalities to be defined)

26.4. In any case, the cumulative amount of penalties shall not exceed ten percent (10%) of the amount ATI of the basic contract and its amendments where need be, under pain of termination.

## Article 27: Final detailed account

Not applicable

## Article 28: General and final detailed account

**28.1** [Indicate the time limit within which the Contract Manager or the Contract Engineer shall establish the general and final detailed account for the Administration’s Contracting Partner (maximum 1 month)]

**28.2** Within thirty (30) days following the date of acceptance, the Contract Engineer or, if applicable, the Project Manager, shall draw up the General and Final detailed account, which shall include:

- the single detailed account and the addenda, if applicable;

- the summary, if applicable, of the annual detailed accounts and the balance (in the case of multiannual contracts);

- the amount of the General and Final detailed Account is equal to the result of this last summary.

28.3 The General and Final detailed account, signed by the Project Owner, shall be notified to the Contracting partner by administrative order.

28.4 The Contracting partner then has thirty (30) days from this notification to send the General and Final Detailed Account, without or with reservations, or to state the reasons why he refuses to sign it.

28.5 If the General and Final Detailed Account is signed without reservation, this acceptance is definitively binding on both parties, except as regards interests on overdue payments, if any.

28.6 If the Contracting partner does not return the general and final detailed account within the above-mentioned time limit, this account shall be deemed to have been accepted by him.

28.7 No release of the final guarantee shall be made if the general and final detailed account has not been drawn up.

28.8 The general and final detailed account shall be subject to the prior approval of the Ministry in charge of Public Contracts before being sent to the paying agency.For this purpose, a copy of the corresponding job cost sheet and all the provisional detailed accounts shall be previously forwarded to MINMAP or its representative on the site where applicable.

28.9The signature of the general and final detailed account by the Contracting Partner without reservation definitively binds the two parties, and puts an end to the contract, and frees the Contractor and the Project Owner or the Delegated Project Owner from their obligations, except in the case of interests on overdue payments.

28.10 The time limits and the modalities for signature as well as the management of disagreements are the same as those of the final detailed account.

## Article 29: Tax and customs regulations

The contract is concluded all taxes included, in accordance with the Law No. Finance Law of the Republic of Cameroon for the …………….financial Year and the General Tax Code which define the modalities for the implementation of the tax regime for public contracts.

The taxes applicable to this contract include notably.

* Taxes and dues relating to industrial and commercial profits, including the AIR which is a deduction on company taxes;
* Registration dues calculated in accordance with the Tax Code;
* Dues and taxes attached to the execution of the services provided for in the contract:
  + - * Duties and taxes entry into Cameroonian territory (custom duties VAT, computer tax);
      * Council dues and taxes,
      * Dues and taxes relating to the extraction of building materials and water.

These elements must be included in the costs which the undertaking imputes on its running costs and constitutes one of the elements of the sub-detail of prices exclusive of taxes.

All taxes inclusive prices mean VAT included.

Except otherwise indicated in the contract, the contracting partner shall bear and pay all dues, taxes, costs, charges, incumbent on him and his subcontractors.

## Article 30: Stamp duty and registration of Contracts

Seven (7) original copies of the contract shall be stamped and registered by and at the cost of the Insurer, in accordance with the regulations in force in Cameroon.

# CHAPTER IV: VALIDATION OF SERVICES

## Article 31: Follow -up and Validation Committee

The services shall be accepted at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by the Technical Follow -up and Validation Committee set up by the Project Owner or the Delegated Project Owner.

It is composed of the following members:

**31.1. Composition**

* the Project Owner or his representative, Chairperson;
* the MINMAP Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Observer;
* the Contract Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Member
* the Contract Engineer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Rapporteur;
* an independent expert on insurance issues required by the Project Owner or the DPO; if applicable;
* the contracting partner guest.

The members of the **Follow up and Technical Validation Committee** shall be convened at validation session by letter within a period (indicate a date which must not exceed 15 days) before the session of the Committee.

The Insurer shall be convened for the validation exercise by letter at least [10 days] before the date of the validation. He must attend (or be represented) by (Quorum to be specified). Failure to do so, is tantamount to unreserved acceptance of the validation Committee's conclusions.

31.2. Monitoring of the services:

The monitoring of services shall be carried out on a daily basis by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Insurer shall submit quarterly monitoring reports to the Follow-up and Technical Validation Committee with copies to the Project Owner or the Delegated Project Owner.

## Article 32: Validation of services:

The validation of services shall take place at the end of the contract by the committee mentioned in Article 31.1 On the basis of the above-mentioned follow-up reports, the committee will decide on the services provided and will draw up on the spot, the validation report.

The contracting partner may, if the nature of the services so requires or in case of force majeure, request partial acceptance. In this case, the partial acceptances shall be carried out by the same Follow-up and Technical Validation **Committee**. A report of partial acceptance shall be drawn up and signed by all parties [Indicate if partial acceptance is planned].

At the end of this validation exercise, the Project Owner or the Delegated Project Owner will refund the final bond to the service provider.

An evaluation of the contract that has come to its term will be carried out at the behest of the Project Owner or the Delegated Project Owner.

# CHAPTER V: MISCELLANEOUS PROVISIONS

## Article 33: Force majeure

Force majeure means any unforeseeable and irresistible event preventing the Insurer from fulfilling all or part of his contractual obligations.

Cases of force majeure must be reported to the Project Owner or the Delegated Project Owner within 72 hours from the start of the event. Beyond this period, no claim shall be accepted.

In any case, it is the responsibility of the Project Owner or the Delegated Project Owner to have the cases of force majeure mentioned assessed by a Commission set up for this purpose.

## Article 34: Modifications to the Contract

The provisions of this Contract may only be modified through an amendment.

(see amendment ceilings…..).

## Article 35: Disputes and litigation

Any dispute arising between the contracting parties in connection with the performance of this Contract shall be the subject of an attempt to conciliation.

Failure to an amicable settlement, the said dispute shall be brought before the competent courts in accordance with the procedures laid down in Article 30 of the CIMA Code.

## Article 36: 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 in section II part V. (Articles 180 to 185) of Decree No. 2018/366 of 20 June 2018 and also under the condition stipulated in the GAC applicable to insurance contracts.

36.1 The contract shall be terminated automatically in any of the following cases:

1. Death of the allotee. In this case, the Project Owner or Delegated Project Owner may, where applicable, authorize that the proposals made by the rightful claimants to continue service provision be accepted;
2. Bankruptcy of the contract holder. In this case, the Project Owner may, where applicable, accept the proposals that may be made by the creditors for the continuation of the services;
3. Judicial liquidation, if the Administration’s Contracting Partner is not authorised by the court to continue operating his business;
4. in case of sub-contracting, co-contracting or subsidiary orders, without the prior authorization of the Project Owner or the Delegated Project Owner;
5. default by the Administration’s Contracting Partner duly established and notified by the Project Owner or the Delegated Project Owner by administrative order serving as formal notice after evaluation and establishing the default;
6. Failure to comply with labour laws or regulations;
7. Significant price variation under the conditions laid down by the General Administrative Clauses, due to changes in economic conditions or in the initial quantities of the contract;
8. Duly established fraudulent schemes and corrupt practices.

36.2 The contract may equally be terminated under the conditions stipulated in the GAC, notably in one of the following cases:

* Force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of Administration’s Contracting Partner responsibility without prejudice to damages the latter may claim;
* Delay in the execution of services leading to penalties beyond 10% of the amount of the contract all taxes inclusive;
* Adjournment or prolonged stoppage decided by the Project Owner or the Delegated Project Owner;
* Persistent non-payment for the services;
* The refusal to repeat services poorly executed;
* Reason of general interest.

**Article 37: Editing and Dissemination of the Contract**

Fifteen (15) copies of this Contract shall be produced by the Project Owner or the Delegated Project Owner, and notification shall be done to the Insurer.

## Article 38 and last: Entry into force of the Contract

This Contract shall become final only upon its signature by the Project Owner or the Delegated Project Owner. It shall enter into force as soon as it is notified to the Insurer by the Project Owner or Delegated Project Owner.

DOCUMENT No. 5: TERMS OF REFERENCE (ToR)

**Note relating to the preparation of the Terms of Reference**

**Generally, the Terms of reference include the following headings:**

1. **Context and justification**
2. **Purpose of the service**
3. **Expected results**
4. **Methodology**
5. **Organisation of work**
6. **Duration of the service**
7. **Profile of consultants**
8. **Data, services, and facilities to be provided by the Project Owner**

***[To be prepared and inserted by the Project Owner or Delegated Project Owner,***

***By using, as the case may be, the example of the Model of Tender File below]***

**TERMS OF REFERENCE**

I. Context / justification

* Give a brief history and justification of the project;
* Briefly describe the present situation;
* Present the problems encountered;
* Highlight the problems that should be addressed within the framework of this service;
* Recall the regulatory, economic, social, context etc.

II. Purpose of the service provider’s mission

* Specify the overall objective, by providing, if possible, a description of the final situation;
* Dwell on the specific objective(s).

III. Content of the candidate’s mission

* Recall the legal, institutional and contractual framework;
* Outline the objectives to be achieved;
* Define a reconnaissance phase with oriented examination of documents available;
* Specify the outline draft project phase indicating the various solutions and tentative scenarios for each of them, and give elements of choice (costs and deadlines, advantages and disadvantages, economic feasibility);
* Based on the choices made by the Project Owner, define the detailed preliminary draft, with specific drawings and detailed calculations of the solution chosen (costs and deadlines, advantages and disadvantages, return on capital invested);
* After approval by the Project Owner, establish final documents for the implementation of the decisions taken.

IV. Basic documentation

* List the basic documents available;
* Mention documents that may be useful and possibly not available.

V. Methodology

The service provider’s mission is structured around three main phases:

* Before the beginning of his services, he would have taken time to finalise his work plan, the methodology used and the schedule of intervention. Initially, he would have obtained from the Project Owner all the documentation necessary for the discharge of his duties;
* During the mission, the service provider shall work with the stakeholders designated by the Project Owner. he shall carry out all investigation among all various actors in order to get their opinion on the efficiency of the measures envisaged;
* At the end of his mission, the service provider shall submit a report within the deadlines and in compliance with the provisions of these terms of reference.

VI. Reports to be produced by the service provider

* At the end of each phase, the service provider shall submit his first findings and recommendations to the Project Owner under the form of provisional report;
* Set a deadline for the Project Owner to make known his observations on the provisional report of each phase. Beyond this deadline, the service provider may consider that his proposals have been accepted;
* The final report shall highlight the service provider’s conclusions and recommendations, the methodology details and procedures followed and the elements supporting his findings. Precisions on the recommendations shall be treated in the annexes;
* The Project Owner shall take cognizance of the final provisional report, examine all the conclusions and recommendations before making his comments on this document notably its compliance with the terms of reference. The comments and explanations suggested by the Project Owner shall be submitted with the approved provisional report produced by the service provider;
* All reports shall be drafted in English or French.

VII. Schedule

* Each phase provisional report shall be submitted to the Project Owner within the deadline provided for in the study schedule;
* The Project Owner shall provide his comments in writing on the provisional report within *[the 15 calendar days]* upon receipt of the report;
* The final/provisional report shall be submitted to the Project Owner within *[the prescribed time frame];*
* The Project Owner shall approve the final report within *[thirty (30) days]*, if it is accepted, the service provider shall have *[10]* calendar days to submit the final report;
* The mission shall start on \_\_\_\_\_\_\_.

VIII. Consultant’s profile

*[In relation to the grid provided for information purpose in the RPAO]*

Annexes, if applicable

**NB specify the variation rate of the element to be insured (population insured, car fleet, housing…) that will induce incorporations for which the premium rate remains unchanged (maximum 5% of the object insured)**

Document No. 6: Technical proposal

**CONTENT**

**6A** Submission Letter of the Technical Proposal

**6B.** Candidate's References

**6C.** Bidder's Comments and Suggestions on the Terms of Reference and on the Data, Services and Facilities to be Provided by the Project Owner

**6D.** Description of the proposed methodology and work plan for carrying out the mission.

**6E**.Composition of the team

**6 F.** Proposed specialised personnel Curriculum Vitae (CV) Model

**6G.** Specialised personnel timetable

**6 h.** Activity timetable (work programme)

4A. Submission Letter of the technical proposal

(Place, date)

To

**The Project Owner or the Delegated Project Owner**

We, the undersigned, have the honour to offer our services as your service provider for the insurance policies of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with your Tender File dated .......... and our proposal. We hereby submit our Technical Proposal (specify lot(s), if applicable).

If negotiations take place during the validity period of the proposal, that is. before ........ (date), we undertake to negotiate on the basis of the personnel proposed here. Our proposal is binding on us, subject to changes resulting from contract negotiations.

We understand that you are not obliged to accept any of the proposals received.

Yours Sincerely. /-

Signature of authorised representative:

Name and title of signatory:

Address:

**4B. Candidate's References**

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

Using the form below, provide the information requested for each relevant assignment that your company/organisation has been contracted to undertake, either as a single company or as one of the main partners in a consortium.

|  |  |
| --- | --- |
| Name of the assignment: | Country: |
| Location: | Specialised personnel provided by your company/organisation (profiles): |
| Name of the Client: | Number of employees involved in the assignment: |
| Address: | Number of months of work:  Duration of the assignment: |
| Deadline: |
| Start date: Completion date:  (months/year) (months/year) | Approximate value of the services  (in CFA francs excluding taxes): |
| Name of possible associated service providers/partners: | Number of months of work:  specialists provided by the  associated service providers: |
| Name and function of officials (Project Director/Coordinator, Team Leader): | |
| Description of the project: | |
| Description of the services actually provided by your personnel: | |

Name of the candidate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Produce supporting documents

**6C. Candidate's comments and suggestions on the Terms of Reference and on the data, services and facilities to be provided by the Project Owner**

On the terms of reference:

1

2

3

4

5

On the data, services and facilities to be provided by the Project Owner:

1.

2.

3.

4.

5.

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

*The technical design, the methodology and the work plan are key elements of the technical proposal. It is suggested that the technical proposal should be (at most 10 pages, including the tables and charts) divided into three chapters:*

1. *Technical design and methodology,*
2. *Work plan and*
3. *Organisation and personnel*

*a) Technical design and methodology. In this chapter, it is suggested that you should explain how you envisage the objectives of the mission, the design of the services, the methodology to perform and achieve the results expected and the details. You should highlight the problems to be solved and their importance and explain the technical design you will adopt in this regard. Furthermore, you should explain the methodology you intend to adopt and its compatibility with the design proposed.*

*b) Work plan. In this chapter, you should propose the main activities the mission includes, their nature and duration, their scheduling and interrelations, the landmarks (including the contracting authority’s intermediary approvals) and the dates for the presentation of reports. The proposed work plan should be compatible with the technical design and the methodology, show that the terms of reference were understood and can be translated into a practical work plan. A list of final documents, including reports, sketches and tables which constitute the final product should be included in this chapter. The personnel time table (4G) should be compatible with the work schedule (4H)*

*c) Organisation and personnel, In this chapter, you should propose the structure and composition of your team. You should give the list of the main disciplines represented, the name of the lead expert and the list of the key personnel and support staff proposed.*

**6E.** **Composition of the team**

1. **Technical/management personnel**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Official in charge of services | | | | Senior 1 | | | |
| Name | Age | Education | Date of recruitment | Name | Age | Education | Date of recruitment |
|  |  |  |  |  |  |  |  |
| Training | | | | Training | | | |
| Experience over the last five (5) years | | | | Experience over the last five (5) years | | | |

1. **Support staff (Head office and local)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Position** | **Experience** | **Duties** |
|  |  |  |  |
|  |  |  |  |
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**6-F- Proposed specialised personnel Curriculum Vitae (CV) model**

Position: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Candidate's name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of employee: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Occupation: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . certificates: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date of birth: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Candidate’s number of years employed:.............................. Nationality: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Membership of professional associations / groups: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Specific duties: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Main qualifications:**

*[In about half a page, give an overview of the aspects of the employee's training and experience that are most relevant to his or her duties in the job.*

*to his/her duties in the context of the mission. Indicate the level of responsibility exercised by him/her on previous missions, specifying when and where].*

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Training:**

[In approximately a quarter of a page, summarize the employee's university and other specialized studies, giving the names and addresses of the schools or universities attended, with dates of attendance, and the degrees obtained].

**Attachments:**

- Certified copy of the highest diploma and, if applicable, a certificate from the trade association

- Attestation of availability

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Professional experience:**

[In approximately two pages, list the jobs held by the employee since leaving school in reverse chronological order, starting with his or her current position. For each, indicate the dates, name of employer, job title and place of work. For the last ten years, also specify the type of activity carried out and, if applicable, the names of clients likely to provide references].

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Computer science knowledge:**

*[Indicate level of knowledge]*

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Languages:**

[Indicate, for each, the level of knowledge: poor/average/good/excellent, as regards the language read/written/spoken].

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Certificate:**

I, the undersigned, certify to the best of my knowledge and belief that the above information accurately reflects my situation, qualifications and experience.

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . . . . . . . . .

[Signature of employee and consultant's authorised representative] Day/month/year

Name of employee: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Name of authorised representative: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**6 g- SPECIALISED personnel TIMETABLE**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | **Name** | **Reports to be provided** | Personnel (under the form of bar charts)[[6]](#footnote-6)2 | | | | | | | | | | | | | Total personnel/month | | |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** | **Head office** | **Field[[7]](#footnote-7)3** | **Total** |
| **Personnel** | | | | | | | | | | | | | | | | | | |
| 1 |  |  | [Head office] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | [Field.] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | **Parial Total** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

Reports to be provided:

Duration of activities:

Signature: *(Authorised representative)*

Name:

Position:

Address:

**6H- Activities timetable (work programme)**

**A. Specify the nature of the activity**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | *[Months or weeks from the start of the mission]* | | | | | | | | | | | | |
|  | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |  |
| Activity *(task)* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**B. Completion and submission of reports**

|  |  |
| --- | --- |
| Reports | Date |
| 1. Initial report initial |  |
| 2. Progress reports  a. First progress report  b. Second progress report |  |
| 3. Draft final report |  |
| 4. Final report |  |

Document No. 7: Financial proposal

**(SAMPLE TABLES)**

**7A**: Sample of Financial Offer Proposal Letter

**7B**: Model of Indicative Insurance Premium schedule

**7C**: The Cost Estimate Framework: just as example

**7A: Sample Financial Offer Proposal Letter**

(Place, date)

To

**The Project Owner or the Delegated Project Owner**

We, the undersigned, have the honour to offer our services, as your service provider, for taking out insurance policies of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with your Tender File dated .......... and our proposal.

We hereby submit our Financial Proposal for the following lots ranked in order of preference--------- (specify amount(s), lot(s), if applicable).

Financial offer for lot No. \_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
|  | Firm tranche | Conditional tranche(s) | Firm and conditional tranches |
| Amount EVAT. |  |  |  |
| VAT |  |  |  |
| Amount all taxes inclusive ATI: |  |  |  |
| AIR |  |  |  |
| Net to be collected |  |  |  |

Our proposal is binding on us, subject to any changes resulting from the negotiation of the contract, until the expiry of the period of validity of the proposal, that is. until (date).

We understand that you are not obliged to accept any of the proposals received.

Yours Sincerely. /-

Signature of authorised representative:

Name and position of signatory:

Address:

**7B: MODEL OF INDICATIVE INSURANCE PREMIUM SCHEDULE**

**LOT No. \_\_\_\_\_\_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| **Risks** | **Groups** | **Workforce(in number)** | **Net premium / head** |
|  |  |  |  |
|  |  |  |
|  |  |  |  |
|  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Groups** | **Workforce**  **(in number)** | **Insured risks** | **Guaranteed capital/head** | **Net premium / head** |
|  |  |  |  |  |
|  |  |  |
|  |  |  |  |  |
|  |  |  |
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**7C**: THE COST ESTIMATE FRAMEWORK: JUST AS EXAMPLE

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | | |  | |  | |  | |  | |  | |  | |  | |  |  | | | |  |  | | | |  | |  | |  |  | |  | |  |  | |  |  |  |
| **No.** |  | **Vehicle characteristics** | | | | | | | | | | | | | | | **Values (CFAF)** | | | | |  | | | | **Net premiums** | | | | | | | | | | | | | | | | |
| **Make & Type** | | **Registration number** | Power | **Energy** | | **Seats** | | **Cat.** | | **Use** | | **Traffic zones** | | **Putting into circulation** | | **New** | | | **Market value** | **RC/RTI** | | | | **All-accident damage** | | **Fire** | | **Theft & Partial theft** | | **Broken windows & light blocks** | | | **Defence & Recourse** | | **Individual Passenger Accident** | | | **Driver insurance** | | | **Etc.** |
|  |  | |  |  |  | |  | |  | |  | |  | |  | |  | | |  |  | | | |  | |  | |  | |  | | |  | |  | | |  | | |  |
|  |  | |  |  |  | |  | |  | |  | |  | |  | |  | | |  |  | | | |  | |  | |  | |  | | |  | |  | | |  | | |  |
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|  |  | |  |  |  | |  | |  | |  | |  | |  | |  | | | Total Net Premium |  | | | |  | |  | |  | |  | | |  | |  | | |  | | |  |
|  |  | |  |  |  | |  | |  | |  | |  | |  | |  | | | ACCESSORIES |  | | | |  | |  | |  | |  | | |  | |  | | |  | | |  |
|  |  | |  |  |  | |  | |  | |  | |  | |  | |  | | | ASAC CENTRAL FILE |  | | | |  | |  | |  | |  | | |  | |  | | |  | | |  |
|  |  | |  |  |  | |  | |  | |  | |  | |  | |  | | | VAT |  | | | |  | |  | |  | |  | | |  | |  | | |  | | |  |
|  |  | |  |  |  | |  | |  | |  | |  | |  | |  | | | PINK CARDS |  | | | |  | |  | |  | |  | | |  | |  | | |  | | |  |
|  |  | |  |  |  | |  | |  | |  | |  | |  | |  | | | Amount ATI: |  | | | |  | |  | |  | |  | | |  | |  | | |  | | |  |

|  |  |  |
| --- | --- | --- |
| **No.** | **GUARANTEES** | **Net premiums** |
|  |  |  |
| Net premium  Accessories  V.A.T.  Amount all taxes inclusive (ATI): | |  |
|  |
|  |

Annexes:

LIST OF GUARANTEES PER VEHICLE AS AN INDICATION

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **No.** | **Vehicle characteristics** | | | | | | | | | | | | | | | **Values (CFAF)** | | |  | | **Guarantees subscribed** | | | | | | | | | | | | | | |
| **Make & Type** | **Registration number** | | Power | | **Energy** | | **Seats** | | **Cat.** | | **Use** | | **Putting into circulation** | | **New** | **Market value** | | **RC/RTI** | **All-accident damage** | | | **Fire** | **Theft & Partial theft** | | **Broken windows & light blocks** | | **Defence & Recourse** | | **Individual Passenger Accident** | | **Driver insurance** | | **Etc.** | |
|  |  |  | |  | |  | |  | |  | |  | |  | |  |  | |  |  | | |  |  | |  | |  | |  | |  | |  | |
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**LIST OF VEHICLES TO BE INSURED IN \_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Make | Registration number | Power | Energy | Number of places | Place of affection. | Circulation areas | Use | Acquisition date. | New Value (in CFAF) | Market value (in CFAF) |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |

* Claims history for the last five years by type of insurance applied for
* The last risk visit report
* Scale of care indicating minimums
* List of infrastructures, their contents and values
* The company's annual turnover
* The payroll of the staff

Document No.8: Contract Model

**CONTRACT No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF \_\_\_\_\_\_\_\_\_\_**

Awarded after call for tenders \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_

**CONTRACT HOLDER**: [indicate the contractor and his full address].

P.O. Box: at \_\_\_,Tel\_\_\_ Fax:

Trade Register No.: At

Taxpayer’s No.:

**SUBJECT OF THE CONTRACT:** *Taking out insurance policy(ies) by \_\_\_\_\_\_\_\_\_\_\_\_*

*Lot No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**PLACE:** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**EXECUTION PERIOD**: From \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_

AMOUNT IN CFAF:

|  |  |  |
| --- | --- | --- |
| AMOUNT | FIRM TRANCHE  (From \_\_\_\_\_ to \_\_\_\_\_\_) | CONDITIONAL TRANCHE (From \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_) |
| EXCL. VAT |  |  |
| VAT |  |  |
| All taxes inclusive (ATI) |  |  |
| AIR |  |  |
| NET TO BE PAID |  |  |

**FINANCIN**G: Budget of \_\_\_\_\_\_\_\_\_\_\_\_- Financial Year (s) \_\_\_\_\_\_\_\_\_

**BUDGETARY CHARGE** :………………………………………………………………

SUBCRIBED, ON THE

SIGNED, ON THE

NOTIFIED, ON THE

REGISTERED, ON THE

**Between:** THE PROJECT OWNER OR DELEGATED PROJECT OWNER

On the one hand, represented by

**And**

**The Company**

P.O. Box: Tel\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:

Trade Register No: ; Taxpayer’s No.:

Represented by Mr/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,his (specify capacity), hereinafter referred to as "the Insurer".

**On the other hand,**

The following has been agreed and decided:

**CONTENT**

Part I: Special Administrative Clauses (SAC);

Part II: Terms of references

Part III : Unit Price Schedule (BPU)

Part IV : Detail or Cost Estimate (DE)

Page \_\_\_\_\_\_ and last of CONTRACT No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_ awarded after call for tenders \_\_\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_

With\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

*Taking out of insurance policy(ies) by \_\_\_\_\_\_\_\_\_\_\_\_*

*Lot No.\_\_\_ : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**EXECUTION PERIOD**: From\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Amount of the contract in CFAF:**

|  |  |  |
| --- | --- | --- |
| AMOUNTS | FIRM TRANCHE  (From \_\_\_\_\_ to \_\_\_\_\_\_) | CONDITIONAL TRANCHE (From \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_) |
| EXCL. VAT |  |  |
| VAT |  |  |
| ATI |  |  |
| AIR |  |  |
| Net to be paid |  |  |

|  |
| --- |
| Read and accepted by the Insurer  *Yaounde, the...........................* |
| The Project Owner or the Delegated Project Owner  *Yaounde, the...........................* |
| Registration  *Yaounde, the...........................* |

Document No. 9: Model of Documents to be used by the Bidder

**Note relating to model of documents to be used by the Bidder**

The Bidder shall fill and submit in his offer the Bid Form in accordance with the provisions contained in the Tender File.

The bidder shall provide a bid bond using the model presented in this document. The draft contract must include any corrections or modifications to the offer retained resulting from corrections of errors, in accordance with Article 17 the General Regulations of the Invitation to tender, the updating of the price in line with, if applicable, of Article 13 of the General Regulations of the Invitation to Tender, due to the duration of the evaluation of bids, the choice of an alternative tender, the acceptance of variations deemed acceptable, or any other mutually acceptable modification permitted by the Tender File, such as a change of key personnel, subcontractors, the work execution programme, etc.

The Final Bond and Start-up Advance bonds models do not need to be completed at the time of preparation of the offers. Only the Bidder retained will be asked to provide the Final Bond.

**TABLE OF MODEL FORMS AND DOCUMENTS**

Appendix No.1: Tender model ………………………………………………...……. 150

Appendix No.2: Model of Bid Bond……………………….……………………..….. 151

Appendix No.3: Model of Final Bond…………………………………………….…. 152

**Appendix No.1: Tender model**

I, the undersigned .......................................................................................... [indicate name and capacity of signatory] representing the company, enterprise or group of enterprises(8).................... with head office at .................................. registered in the trade register of ................................................... under the No. ..........................................................

Having taken cognisance of all the documents contained or mentioned in the Tender File, including the addenda,

No. ……..........................................……………………………… [recall the subject of the Invitation to tender].

- Submit and commit myself perform the services in accordance with the Tender File, in return for the prices that I established myself on the basis of the price and quantities schedule, which give the amount of the offer for lot No. .......................... at ............................................................................................................. [in figures and words] CFA francs exclusive of VAT, and at

………………........................................................……………………….. CFA francs All taxes included. [in figures and words].

- I undertake to carry out the services within a period of ........................... months

- I further pledge to maintain my offer within ...................... days [indicate the period of validity, in principle 90 days] from the deadline for submission of offers;

- I fully adhere to the Integrity Charter and the Environmental and Social Commitment Statement attached to this Tender File.

The rebates offered and the modalities of application of the said rebates are as follows:

…………………………………………………...................................................................

.....................................................................................................................……………………………………………………………………………………………………………….

The Project Owner or the Delegated Project Owner shall pay the sums due under this contract by crediting the account No. ................................opened in the name of ................................................in………………………….Bank .................................... Branch ...................................................

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Done at…….............................. on the………..................

Signature of in the capacity.....................duly authorised to sign tenders for and on behalf of (9) ………...........................................……….

(8)Delete as appropriate

(9)Attach power of attorney

**Appendix No.2**: **Model of Bid Bond**

Financial institution:

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

Addressed to [insert **Project Owner or Delegated Project Owner** and address] Cameroon, hereinafter referred to as **"the Project Owner or Delegated Project Owner”**

Whereas [name of the Bidder], hereinafter referred to as "the Bidder", has submitted his offer dated [date of submission of offer] for [name and/or description of services] (hereinafter referred to as: "the offer")

We, [name of bank or insurance company authorised in the bond branch] of [name of country], having our head office at [address of bank or insurance company] (hereinafter referred to as "the bank" or insurance company), hereby declare to guarantee payment to the [Project Owner or Delegated Project Owner] for the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CFA francs that the financial institution undertakes to pay in full to [indicate the Project Owner or Delegated Project Owner], binding itself, its successors and assignees. Signed and authenticated by the said Bank on the day of \_\_\_\_\_ (year).

The conditions of this commitment are as follows:

1If the Bidder withdraws his offer during the validity period stipulated by the Bid in his offer;

2. If the Bidder, having been notified of the award of the contract by [specify Project Owner or Delegated Project Owner] during the validity period.

a. Fails to sign or refuses to sign the contract when required to do so,

b. Fails to provide security serving as final bond as provided for in the Instructions to Bidders.

We commit ourselves to pay [specify Project Owner or Delegated Project Owner] an amount up to the maximum of the above sum upon receipt of his written request, without [specify Project Owner or Delegated Project Owner] being required to substantiate his request, provided, however, that in his request, [state Project Owner or Delegated Project Owner] shall note that he is due the amount he is claiming because one or both of the above condition(s) has(have) been met and shall specify which condition(s) took effect.

This guarantee shall remain valid until and including the thirtieth day after the end of the period of bid validity, and any request by the [specify Project Owner or Delegated Project Owner to cause it to take effect shall reach the financial institution within that period.

*Signed and authenticated by the financial institution.*

At\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*on the* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature of the financial institution]*

**Appendix No.3: Model of Final Bond**

Financial institution:

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

Addressed to [insert **Project Owner or Delegated Project Owner** and address] Cameroon, hereinafter referred to as **"the Project Owner or Delegated Project Owner”**

Whereas\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[Name and address of the company], hereinafter referred to as "the Insurer", has undertaken, in performance of the contract referred to as "the contract", to insure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Whereas the contract stipulates that the Insurer shall provide [indicate **the Project Owner or Delegated Project Owner** and his address] with a final bond, in an amount equal to \_\_\_% of the amount of the corresponding contract tranche, as a guarantee of the performance of his obligations under the terms of the contract,

Whereas we have agreed to give the Insurer this bond,

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name and address of the financial institution], represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [names of signatories], hereinafter referred to as "the bank or insurance company", undertake to pay the Project Owner or the Delegated Project Owner within a maximum period of eight(8)weeks, upon simple written request from the latter stating that the Contracting partner has not met his contractual obligations under the contract, without being able to defer payment or raise any contest for whatsoever reason, any sum up to the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [in figures and words].

We agree that no change, addendum or any other amendment to the Contract shall relieve us of any obligation incumbent on us under this Final Bond and we hereby incline to any notification, amendment, addendum or change.

This Final Bond shall take effect upon signature and upon notification of the contract to the Insurer by the Project Owner or the Delegated Project Owner. The bond shall be released within [indicate period] of the date of provisional acceptance of the services.

After the above-mentioned period, the bond shall become baseless and shall be automatically returned to us without further procedure.

Any request for payment made by the Project Owner or the Delegated Project Owner under this guarantee must be made by registered mail with acknowledgement of receipt, to reach the financial institution during the period of validity of this commitment.

This final bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdiction to rule on all matters relating to this commitment and its consequences.

*Signed and authenticated by the financial institution.*

At\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*on the* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature of the financial institution]*

Document No.10: Integrity Charter

**Note on the Integrity Charter**

The bidder must complete and present in his offer the integrity charter addressed to the Project Owner and signed by the official(s) authorised to commit it. In the case of a consortium, the charter must be signed by all its members.

**TITLE OF THE INVITATION TO TENDER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**THE “BIDDER”**

**TO**

**THE “PROJECT OWNER”**

1. We acknowledge and testify that we are not and none of the members of our grouping and our subcontractors are concerned by the following cases:

1.1) Being in the state or have been subject of bankruptcy procedure, gone into liquidation, termination of business or been in any situation resulting from a procedure of similar nature;

1.2) Have been subject of a sentence pronounced since less than five years by a competent judge (res judicata) for an offence committed within the framework of a contract or framework agreement award or execution;

1.3) having committed during the last five years a serious offence during a Contract or framework-agreement award or execution;

1.4) Having not fulfilled our obligations related to the payment of social security contributions or related to the payment of taxes according to the legal provisions;

1.5) Being on the list of financial sanctions passed by the United Nations and any other Technical and Financial Partner within the framework of the award or execution of a contract or a framework agreement;

1.6) Being guilty of false statements by providing information required within the framework of a contract or framework agreement award process.

2. We testify that we are not and none of the members of our group and our subcontractors are not facing one of the following situations of conflict of interest:

2.1) Shareholder controlling the Project Owner/Delegated Project Owner or a subsidiary company controlled by the Project Owner/Delegated Project Owner, unless the conflict in its proceedings has been made known to the Authority in charge of Public Contracts and settled at his satisfaction;

2.2) Having business or family relations with a member of the Project Owner/Delegated Project Owner services involved in the selection process or the control of the related contract, unless the conflict in its proceedings has been made known to the Authority in charge of Public Contracts and settled at his satisfaction;

2.3) Controlled or being under the control of another bidder, being under the control of the same company as another bidder, receiving from another bidder or award to another bidder directly or indirectly subventions, having the same legal representative as another bidder, to be in contact directly or indirectly with another bidder enabling us to have and give access to information contained in our respective offers, to influence them or the decisions of the Project Owner/Delegated Project Owner;

2.4) To be engaged for a counselling mission which by nature might be incompatible with our missions for the account of the Project Owner/Delegated Project Owner;

2.5) In the case of a procedure whose subject is the award of a contract for works or supplies or framework agreement:

i) having prepared ourselves or have been associated to a consultant who prepared the specifications, plan, calculations and other documents used within the framework of the considered competitive bidding process;

ii) Being ourselves or one of the firms to which we are affiliated, recruited or to be recruited by the Project Owner/Delegated Project Owner to supervise or control the works within the contract or the framework agreement.

3. If we are a public establishment or a public enterprise, we testify that we are a legal entity with financial autonomy and we are managed according to the regulations of business law.

4. We commit ourselves to communicate without delay to the Project Owner/Delegated Project Owner who shall inform the Authority in charge of Public Contracts, any change in the situation with regard to the preceding points 1 to 3.

5. Within the framework of award and execution of the contract or the framework agreement

5.1) We have not committed and shall not commit unfair schemes (actions or omission) with the objective to intentionally trick someone, to intentionally hide elements, to surprise or vitiate his consent or make him get bypass the legal or regulatory obligations and/or violate internal rules in order to obtain illegitimate profit.

5.2) We have not committed and shall not commit unfair schemes (actions or omission) contrary to our legal or regulatory obligations and/or violate its internal rules to obtain illegitimate profit.

5.3) We have not promised, offered or granted and we shall not promise, offer or grant directly or indirectly to (i) anybody holding a legislative, executive, administrative or judiciary mandate within the State, who was appointed or elected permanently or not, who is remunerated or not and whatever his hierarchical level, (ii) any other person who is a carrying out a public duty including for a public body or public enterprise, or provide a public service, or (iii) any other person serving as public employee within the State, an undue advantage of all nature, for himself or for another person or body, in order to fulfil or abstain from accomplishing an act in the discharge of his official duties.

5.4) We have not promised, offered or granted and we shall not promise, offer or grant directly or indirectly to anybody who manages a body from the private sector or works for such a body in whatever capacity, an undue advantage of any kind for himself or for another person or body, to accomplish or abstain from committing an act in violation of his legal contractual or professional obligations.

5.5) We have not promised, offered or granted and we shall not promise any act likely to influence the process of the contract or framework agreement award to the detriment of the Project Owner/Delegated Project Owner and notably none anticompetitive practice with the objective to prevent, restrict or distort the game of competition that is by trying to limit access to the contract or free practice of competition by other companies.

6. Ourselves, the members of our group and our subcontractors authorise the Project Owner/Delegated Project Owner to examine the documents and the accounting documents related to the Contract or framework agreement award and execution and to submit them at the verification of auditors appointed by ARMP.

**Name**

**Signature**

Duly authorised to sign the offer for and in the name of:

On

day of

DOCUMENT No.11:

**ENVIRONMENTAL AND SOCIAL COMMITMENT**

**Note on the declaration of commitment to social and environmental clauses**

The bidder must complete and present in its offer the declaration of social and environmental commitment addressed to the project owner and signed by the person or persons authorised to commit it. In the case of a consortium, the charter must be signed by all its members.

**Environmental and social declaration commitment**

**TITLE OF THE INVITATION TO TENDER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[ to be specified when preparing the TF]*

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

**THE « …..BIDDER……… » undertakes to comply with terms of this environmental and social declaration commitment**

In the context of the award and execution of the Contract:

1) We undertake to respect and ensure that the members of our group and all of our subcontractors comply with the social standards applicable in Cameroon including ratified international conventions notably: (i) the respect of the minimum salary provided for by the Labour Code and various collective conventions, (ii) forbidding the recruitment of children of less than 14 years, (iii) respect the nature of works respectively prohibited to women and pregnant women , (iv)respect the compulsory weekly rest, (v) respect holidays entitlement, (vi) respect the working conditions in the night, (vii) hygiene and safety conditions at the working place, (viii) compulsory wearing of individual safety equipment.

2) In addition, we also commit ourselves to implement environmental and social risk mitigation measures, in the environmental and social impact notice provided, if necessary, by the Project Owner. In any case, we commit ourselves to respect and ensure that the members of our group, and all our subcontractors each time it is possible, the guidelines recommending the use of devices with low impact on the environment.

3) Ourselves, the members of our group and our subcontractors authorize the Project Owner and the Tenders/Control Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification to ARMP or any other State control body.

4) Failure by us, a member of our group and our subcontractors to comply with the rules governing this charter, we acknowledge that we are liable to sanctions provided for by the laws and regulations in force.

Document No. 12: Visa of maturity or proof of preliminary studies

*[To be filled in systematically by the Project Owner or the Delegated Project Owner].*

**Note relating to preliminary studies**

In accordance with the Public Contract Code, the Project Owner or the Delegated Project Owner must, before initiating the award procedure or referring the matter to the relevant Tenders Board, ensure that the draft tender files are based on preliminary studies.

These studies must be required when the Tender File is being examined by the Tenders Board.

The Project Owner or the Delegated Project Owner is required to complete the attached document together with proof of the said studies.

.

**Appendix No.12: Visa of maturity or proof of prior studies**

1. Attach the preliminary study:

2. Indicate:

2.1. The date;

2.2. The name of the public or private project management who carried out the project;

2.3. The references of the contract, if it was carried out by a private project management;

2.4. Description of the studies: (for small scale projects, a presentation note

can be written in the form of preliminary studies, provided that

the ToR are clearly indicated and the resulting costs are determined.

N.B. 1/ For small scale services, the Project Owner or Delegated Project Owner can provide a calculation justifying the quantities of the Tender File.

*2/ The Chairperson of the Tenders Board may, before making a decision, request the opinion of an expert on the quality of the studies carried out.*

Document No. 13: List of banking establishments and financial institutions authorised to issue bonds for public contracts

**Note relating to banking establishments and financial institutions authorised to provide guarantees**

The Project Owner or the Delegated Project Owner is required to insert, at this level, a copy of the act listing the updated list of banks or financial institutions authorised by the Minister of finance to issue bonds for public contracts in accordance with the Public Contracts Code.

**I- BANKS**

1. AFRILAND FIRST BANK, P.O.Box 11834;
2. BANQUE ATLANTIQUE CAMEROUN, P.O.Box 2933 Douala;
3. BANQUE GABONAISE POUR LE FINANCEMENT INTERNATIONAL (BGFI BANK), P.O.Box 600 Douala ;
4. BANQUE INTERNATIONALE DU CAMEROUN POUR L’EPARGNE ET LE CREDIT, P.O.Box 1925 Douala ;
5. CIT BANK Cameroun (CITI Group), P.O.Box 4571 Douala;
6. COMMERCIAL BANK OF CAMEROON, P.O.Box 4004 Douala ;
7. ECOBANK CAMEROUN, BP 582 Douala;
8. NATIONAL FINANCIAL CREDIT BANK, P.O.Box 6578 Yaoundé
9. SOCIETE COMMERCIALE DE BANQUE AU CAMEROUN, P.O.Box 300 Douala ;
10. SOCIETE GENERALE DES BANQUES AU CAMEROUN, P.O.Box 4042 Douala
11. STANDARD CHARTERED BANK CAMEROON, P.O.Box 1784 ;
12. UNION BANK OF CAMEROON, P.O.Box 15669 Douala ;

13. UNITED BANK FOR AFRICA., P.O.Box 2088 Douala ;

1. BANQUE CAMEROUNAISE DES PETITES ET MOYENNES ENTREPRISES (BC-PME), (CAMEROON BANK OF SMALL AND MEDIUM SIZED ENTERPRISES) P.O.Box. 12962 YAOUNDE;
2. BANK OF AFRICA CAMEROUN (BOA Cameroun), P.O.Box. 4593 Douala.

**II- Insurance companies**

1. CHANAS ASSURANCES SA., P.O.Box 109 Douala ;
2. ACTIVA ASSURANCES, P.O.Box 12970 Douala ;
3. ATLANTIQUE ASSURANCES S.A., P.O.Box. 2933 Douala;
4. ZENITH INSURANCE S.A., P.O.Box 1540 Douala ;
5. PRO-ASSUR S.A, P.O.Box 5963 Douala ;
6. AREA ASSURANCES S.A, P.O.Box 1531 Douala ;
7. BENEFICIAL GENERAL INSURANCE S.A., P.O.Box 2328 Douala ;
8. CPA S.A., P.O.Box. 54 Douala;
9. NSIA ASSURANCES S.A., P.O.Box. 2759 Douala;
10. SAAR S.A., P.O.Box 1011 Douala ;
11. SAHAM ASSURANCES S.A., P.O.Box. 11315 Douala.

***NB :*** Since this list changes, the Project Owner or Delegated Project Owner shall make sure, when preparing the RQ that it is the most recent list from the Minister in charge of Finance

**DOCUMENT No.14: ONLINE BIDDING PROCEDURE**

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| **REPUBLIQUE DU CAMEROUN**  Paix – Travail – Patrie  **----------**  PRESIDENCE DE LA REPUBLIQUE  **----------**  **MINISTERE DES MARCHES PUBLICS**  **----------** |  | **REPUBLIC OF CAMEROON**  Peace – Work – Fatherland  **----------**  PRESIDENCY OF THE REPUBLIC  **----------**  **MINISTRY OF PUBLIC CONTRACTS**  **----------** |

**THE ONLINE BIDDING PROCEDURE**

To submit a tender online, the service provider must follow the four steps below:

Step 1: Company registration on the COLEPS platform

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “*Bidders Registration*” tab and carefully fill the application form;
* Print the filled application form generated by the system;
* Have the application form signed by the Head of Structure and stamped with the company stamp;
* Submit the duly filled and formalised form to MINMAP together with the following documents:
  1. Photocopy of an Attestation of Non-Bankruptcy (less than 3 months old);
  2. Photocopy of the Trade Register;
  3. Photocopy of the Bank Account Details (RIB);
  4. Photocopy of the Certificate of Tax Compliance (less than 3 months old).

Step 2: Acquiring the Electronic Certificate

* Collect the Certificate Request form available at MINMAP or download it from the ANTIC website at <http://www.camgovca.cm> under the heading “*Requesting Certificates (Company)” section;*
* Fill the form and submit it to MINMAP together with the following documents:
  1. Receipt for payment of the Electronic Certificate acquisition fees of an amount of 50,000 CFAF to be paid into the ANTIC account with SCB Cameroon under number 10002 00031 12493593150 94;
  2. A Photocopy of the certificate applicant’s National Identity Card.
* Register with the MINMAP operator and obtain the certificate application receipt;
* Connect to the address <http://www.camgovca.cm/fr/operations-certicats.html> and download the Electronic Certificate onto a removable medium (blank) using the information (reference number and authorisation code) contained in the receipt.

(Remember to carefully keep the password for connections to COLEPS).

Step 3: Registering the Electronic Certificate on COLEPS

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “*Bidders Registration” tab*, then the “*New Registration / Additional Certificate*” section. identify the company using the trade register number, then add the Certificate after filling in the form carefully.

**Technical assistance**

For technical assistance, in the event of a problem using the platform, please call (+237) 222 238 155 / 222 237 084/677 006 110 or send an e-mail to [dsi@minmap.cm](mailto:dsi@minmap.cm).

1. [↑](#footnote-ref-1)
2. Order fixing the amount of the bid bond

   Order fixing the fee for the purchase of TF [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. Maximum deadline of one hour after the time limit set for the submission of tenders [↑](#footnote-ref-4)
5. [↑](#footnote-ref-5)
6. 2 Months are counted from the start of the mission. By each personnel indicate separately place of work head office or field. [↑](#footnote-ref-6)
7. 3 Work on the field means assignment executed out of the consultant’s head office [↑](#footnote-ref-7)