

**DECREE No. 2018/366
OF JUNE 20, 2018, ESTABLISHING**

THE CODE PUBLIC PROCUREMENT



MINISTRY OF PUBLIC
PROCUREMENT

**Republic of Cameroon Ministry of
Public Procurement**

www.minmap.cm

**REPUBLIC OF CAMEROON
PEACE-WORK - HOMELAND**

THE PRESIDENT OF THE REPUBLIC,

Pursuant to the Constitution;

Pursuant to Law No. 73/7 of December 7, 1973, concerning the rights of the Treasury for the protection of public assets;

Pursuant to Law No. 74/18 of December 5, 1974, on the oversight of authorizing officers, administrators, and managers of public funds and state-owned enterprises, as amended by Law No. 76/4 of July 8, 1976;

Pursuant to Law No. 98/013 of July 14, 1998, on competition;

Having regard to Law No. 2004/018 of July 22, 2004, establishing the rules applicable to municipalities; **and** Law No. 2004/019 of July 22, 2004, establishing the rules applicable to regions; **Pursuant** to Law No. 2007/006 of December 26, 2007, on the State's financial regime;

Having regard to Law No. 2010/012 of December 21, 2010, on cybersecurity and cybercrime in Cameroon;

Whereas Law No. 2010/013 of December 21, 2010, governs electronic communications in Cameroon;

Pursuant to Law No. 2010/021 of December 21, 2010, governing e-commerce in Cameroon;

Whereas Law No. 2017/010 of July 12, 2017, establishing the general status of public institutions;

Whereas Decree No. 2001/048 of February 23, 2001, on the establishment, organization, and operation of the Public Procurement Regulatory Agency, and its subsequent amendments;

Whereas Decree No. 2008/376 of November 12, 2008, on the administrative organization of the Republic of Cameroon;

Pursuant to Decree No. 2011/1521/PM of June 15, 2011, establishing the implementing regulations for Law No. 2010/021 of December 21, 2010, governing e-commerce in Cameroon;

Whereas Decree No. 2011/408 of December 9, 2011, on the organization of the Government, as amended and supplemented by Decree No. 2018/190 of March 2, 2018,



NOW DECREES: CHAPTER I

PURPOSE, FUNDAMENTAL PRINCIPLES, AND SCOPE OF APPLICATION

ARTICLE 1 (1) This decree establishes the Public Procurement Code.

(2) It establishes the rules applicable to the preparation, award, execution, oversight, and regulation of public procurement.

ARTICLE 2.—The rules established by this Public Procurement Code are based on the principles of free access to public procurement, equal treatment of bidders, transparency of procedures, efficiency, and integrity.

ARTICLE 3.— (1) The provisions of this Public Procurement Code apply to any public procurement contract financed or cofinanced:

- a) from the State budget;
- b) from external, bilateral, or multilateral aid funds;
- c) from a loan guaranteed by the State;
- d) from the budget of a public institution or a decentralized local government entity.

(2) The provisions of this Code also apply to:

- a) to contracts awarded by legal entities governed by private law acting on behalf of the State and its agencies;
- b) to contracts awarded by private-law entities when such contracts receive financial support or a guarantee from the State; or from a public-law legal entity.
- c) to contracts awarded between legal entities governed by public law under the conditions defined by this decree;
- d) to public contracts awarded as part of a coordination or joint procurement arrangement, or by a central purchasing body that acquires supplies and/or services intended for project owners, or concluded under framework agreements, works contracts, supply contracts, or service contracts.

(3) The specific provisions applicable to contracts awarded by embassies and consular posts are set forth in a separate document issued by the Public Procurement Authority.

ARTICLE 4.— (1) Notwithstanding the provisions of Article 3 above, this decree applies to contracts entered into under international agreements or financing agreements signed by the State with technical and financial partners only to the extent that its provisions do not conflict with said agreements.

- (1) For contracts financed by bilateral or multilateral foreign aid funds, the provisions of the financing agreements shall specify, where applicable, the applicable rules.
- (2) The provisions of this Code do not apply:
 - a) to purchases made through Administrative Purchase Orders for amounts less than five (05) million CFA francs;
 - b) to contracts whose purpose is the acquisition or lease of developed or undeveloped real estate;
 - c) to the purchase of petroleum products, intended solely for use in government vehicles, where such purchases are subject to the current prices listed in the petroleum products price schedule published periodically by the competent authorities;
 - d) contracts awarded by public enterprises;
 - e) special contracts as defined in Article 71 of this Public Procurement Code;
 - f) partnership agreements;
 - g) to works carried out under full public management.

CHAPTER II DEFINITIONS

ARTICLE 5.—For the purposes of this Code, the following definitions apply:

- a) Foreign aid: a grant or loan from a foreign country or financial institution;
- b) Labor-Intensive Approach (LIA): an approach to project execution that optimally combines the use of light equipment with locally available resources in terms of local labor and local materials, whenever technically feasible and economically viable;
- c) Independent auditor: A firm of established reputation, selected through a restricted bidding process by the agency responsible for regulating public procurement, to conduct a post-audit of contracts signed during the past year that have been executed or are currently being executed;
- d) Public Procurement Authority: the authority at the head of the public administration responsible for public procurement;
- e) Contracting authority: a natural person authorized to conduct the contracting process and to sign the related contracts. These include project owners and delegated project owners;



- f) **Amendment:** a contractual document that modifies or supplements certain clauses of the base contract to adapt it to events that occurred after its signing;
- g) **Purchase order:** a procedure for acquiring goods or services valued at less than five (05) million CFA francs;
- h) **Central Purchasing Agency:** a public- or private-law entity subject to these provisions that procures goods or services for contracting authorities;
- i) **Contract Manager:** a natural person accredited by the Project Owner or the Delegated Project Owner to provide general administrative, financial, and technical assistance during the stages of defining, developing, executing, and accepting the services that are the subject of the contract. As the person responsible for the overall management of the performance of the services, he or she establishes all technical and financial provisions and represents the Project Owner or the Delegated Project Owner before the competent dispute resolution bodies;
- j) **Committee Responsible for Reviewing Appeals Arising from Public Procurement Contracts**
: a body established within the agency responsible for regulating public procurement, tasked with reviewing appeals from bidders who believe they have been wronged and, where appropriate, proposing appropriate measures to the Public Procurement Authority;
- k) **Technical Monitoring and Acceptance Committee:** a committee composed of members selected based on their areas of expertise and responsible for monitoring and validating the services provided under intellectual services contracts with a value of one hundred (100) million CFA francs or more;
- l) **Contracting Party of the Administration or Contract Holder:** any natural or legal person party to the contract, responsible for performing the services specified in the contract;
- m) **Request for Quotation:** a simplified procedure for soliciting bids from companies for the award of certain purchase orders;
- n) **Experts:** individuals accredited by the body responsible for regulating public procurement to provide technical assistance to stakeholders in the field of public procurement;
- o) **Consortium:** a group of companies or service providers that have signed a single letter of commitment, represented by one of them acting as the joint representative. The consortium is jointly and/or severally liable;
- p) **Contract Engineer:** a natural person or legal entity governed by public law accredited by the Contracting Authority or the Delegated Contracting Authority to oversee the performance of the contract. Responsible for technical and financial oversight, the Contract Engineer evaluates, decides, and issues all instructions that do not entail any financial implications. The Contract Engineer reports to the Head of the Contract Department;

- q) **Order Letter:** A public contract with a value of at least five (05) and less than fifty (50) million CFA francs;
- r) **Project Manager:** a natural person or legal entity under public or private law appointed by the Project Owner or the Delegated Project Owner to represent their interests during the stages of definition, preparation, execution, and acceptance of the services covered by the contract;
- s) **Project Owner:** head of a ministerial department or equivalent, head of the executive branch of a decentralized local government, and director general or director of a public institution, representing the administration that is the beneficiary of the services provided for in the contract;
- t) **Delegated Project Owner:** a person acting as the Project Owner's agent and exercising a portion of the Project Owner's responsibilities. These include the Regional Governor and the Departmental Prefect, the Head of a Cameroonian diplomatic mission abroad—who are authorized to award and sign contracts financed with funds delegated by a Contracting Authority—and, where applicable, the head of a project receiving external funding;
- u) **Contract:** all items covered by this Code to which express reference is made in the general administrative provisions and the specific administrative provisions of the contract. It is set forth in a single document printed on both sides, executed by the contractor and signed by the contracting authority;
- v) **Supply Contracts:** contracts entered into with suppliers for the purchase, lease, or hire-purchase of products or equipment;
- w) **Public Contract:** a written contract, entered into in accordance with the provisions of this Code, whereby a contractor, supplier, or service provider undertakes, on behalf of the State, a decentralized local authority, or a public institution, either to perform work or to supply goods or services in exchange for a price;
- x) **Contracts for Intellectual Services:** contracts whose subject matter relates primarily to services of an intellectual nature and whose predominant element is not physically quantifiable or consumable;
- y) **Service contracts:** contracts entered into with service providers for the performance of intangible services, the predominant element of which is either quantifiable or non-quantifiable;
- z) **Non-quantifiable service contracts:** contracts for the provision of services concerning, among other things, the outsourcing of public services, health insurance, advertising, auditing of financial statements, the organization of training seminars, etc.;
- aa) **Quantifiable service contracts:** contracts for the provision of services concerning, among other things, security, cleaning, or maintenance of public buildings or green spaces; maintenance or repair of office or IT equipment; and insurance, excluding health insurance, etc.;

- bb) **Construction contracts:** contracts entered into with contractors for the construction, reconstruction, demolition, repair, or renovation of any building or structure, including site preparation, earthwork, installation of equipment or materials, decoration, and finishing, as well as ancillary services related to the construction work, provided that the value of such services does not exceed that of the construction work itself;
- cc) **Special contracts:** contracts that do not comply, in whole or in part, with the provisions governing competitive bidding or negotiated contracts due to their specific nature, which is primarily related to security;
- dd) **Project Development:** the process during which a project idea is developed based on appropriate studies, so as to define as precisely as possible the requirements necessary for its implementation. It involves preparing all the elements necessary to address all administrative, technical, financial, socioeconomic, and environmental aspects related to the project;
- ee) **Contract Amount:** the total amount of expenses and compensation for the services covered by the contract, subject to any additions or deductions that may be made pursuant to the terms of said contract;
- ff) **In-house execution:** a process whereby the government decides to carry out the work itself using its own material resources and personnel. The project owner also serves as the project manager. It deals directly with suppliers and bears all economic and financial risks from its own budget. Direct execution may be total, covering all the work to be performed, or partial, covering only a portion of the work;
- gg) **Bid:** a written document in which a bidder for a public contract sets forth its terms and conditions and commits to complying with the applicable specifications;
- hh) **Independent Observer:** a consultant hired by the government to ensure compliance with regulations, transparency rules, and principles of fairness in the public procurement process;
- ii) **Bid:** the set of administrative, technical, and financial documents constituting the bidder's proposal;
- jj) **Grassroots Community Organization:** a group of local residents organized as a legally recognized association or civil society organization, dedicated to promoting local development and carrying out labor-intensive projects;
- kk) **Work:** construction, installation, structure, assembly, and, generally speaking, any tangible asset created or transformed through the execution of the work;

- (10) **Contractor:** a natural or legal person awarded a public contract;
- mm) **Deliverables:** work, supplies, services, or items covered by a contract;
- nn) **Analysis Subcommittee:** an ad hoc committee appointed by the Procurement Commission to evaluate and rank bids from technical and financial perspectives;
- oo) **Contract Holder:** any natural or legal person party to the contract, responsible for performing the services provided for in the contract, as well as its representative(s), staff, successor(s), and/or duly designated agent(s). The Contract Holder is a co-contractor with the government.

TITLE II ON THE ORGANIZATION OF THE PUBLIC PROCUREMENT SYSTEM

CHAPTER I PUBLIC PROCUREMENT AUTHORITIES

SECTION I CONTRACTING AUTHORITIES AND DELEGATED CONTRACTING AUTHORITIES

ARTICLE 6.— (1) The preparation of the procurement process and the award of a public contract fall within the authority of the Contracting Authority, a natural person who heads a ministerial department or equivalent body, the executive branch of a decentralized local government, or a public institution that is the beneficiary of the services provided under the contract.

As such, the Contracting Authority is responsible for:

- a) conducting preliminary studies and, in coordination with the relevant administrative bodies, ensuring the development of projects to be included in the budget;
- b) for drafting the plan for the award and execution of contracts;
- c) for ensuring the availability of funding;
- d) preparing the solicitation documents;
- e) launching the bidding process;
- f) awarding contracts;
- g) the signing and notification of contracts;
- h) the termination of public contracts;
- i) submitting periodic reports on the award and performance of contracts to the Ministry responsible for public procurement and to the body responsible for regulating public procurement.



- (2) A private-sector entity receiving financial assistance or a financial guarantee from public funds is also considered a Contracting Authority within the meaning of this Public Procurement Code.

ARTICLE 7.— (1) The Project Owner may delegate to a Delegated Project Owner—a public or private entity acting in its name and on its behalf—all or part of the following responsibilities:

- a) defining the administrative and technical conditions under which the project in question will be carried out;
 - b) receiving bids;
 - c) the organization and conduct of the procurement process through to the signing of the contracts;
 - d) the management of contracts awarded in the name and on behalf of the Project Owner;
 - e) making payments to contract holders;
 - f) acceptance of the project;
 - g) the performance of all acts related to the above-mentioned responsibilities.
- (1) In addition to the Regional or Departmental Delegates of public administrations and public institutions receiving the services, the Delegated Project Owners are the Heads of Cameroon’s diplomatic missions abroad, the heads of central purchasing agencies responsible for consolidated orders and centralized procurement, as well as the Heads of Project Units for projects receiving external funding.
- (2) The relationship between the Project Owner and the Delegated Project Owner is governed by an agreement or any other authorization that provides, among other things, the responsibilities entrusted to the Delegated Project Owner, as well as the procedures for technical, financial, and accounting oversight exercised by the Project Owner during the various phases of the project, with the exception of Regional or Departmental Delegates of public administrations and public institutions.
- (3) The establishment, organization, and operation of central purchasing agencies are governed by a specific regulation issued by the Public Procurement Authority.

SECTION II

INTERNAL STRUCTURES FOR THE ADMINISTRATIVE MANAGEMENT OF PUBLIC CONTRACTS

ARTICLE 8.— (1) The internal administrative management structures for public procurement are established within the contracting authorities and delegated contracting authorities to assist them in carrying out their duties, particularly during the:

- a) project development;
 - b) the development of procurement plans and their monitoring;
 - c) the preparation of draft solicitation documents in collaboration with the technical departments of the relevant Project Owner or Delegated Project Owner;
 - d) receipt of bids;
 - e) finalizing draft contracts and amendments prior to signing;
 - f) preparing project presentation materials;
 - g) archiving documents;
 - h) forwarding documents generated during the awarding and execution of public contracts;
 - i) drafting quarterly, semiannual, and annual reports on the awarding and execution of contracts.
- (2) A specific regulation governs the operation of the internal administrative management structures for public contracts.

SUBSECTION I: RESPONSIBILITIES

ARTICLE 9.—Procurement Committees are technical support bodies attached to Project Owners, Delegated Project Owners, Regional Governors, and Prefects for the award of public contracts with a value of at least five (05) million CFA francs.

In this capacity, they:

- a) review and issue a technical opinion on draft tender documents and requests for quotations prepared by project owners and delegated project owners;
- b) review and, where applicable, adopt the scoring criteria prior to the opening of bids;
- c) open the bid envelopes;
- d) establish subcommittees to analyze bids;
- e) prepare, where applicable, the files to be submitted for review by the Central Contract Review Committees;
- f) make proposals for awarding contracts to the Project Owners or Delegated Project Owners;
- g) review and issue a technical opinion on draft amendments and on draft contracts awarded through the negotiated procedure.

ARTICLE 10.—The Procurement Committees are established by the Public Procurement Authority and comprise



- a) the Internal Procurement Committees attached to the Project Owners;
 - b) the Regional Procurement Committees attached to the Regional Governors for contracts funded by appropriations delegated at the regional level;
 - c) the Departmental Procurement Commissions reporting to the Departmental Prefects for contracts covered by funds delegated at the departmental level, and for contracts of decentralized local authorities that do not have a Procurement Commission.
- (1) Upon the proposal of the Contracting Authority, the Public Procurement Authority may establish several Procurement Committees within that Contracting Authority, based on the volume of activities, the nature of the services, or the location of the services.
 - (2) Special Procurement Committees may be established by the Public Procurement Authority under certain Project Unit Heads, depending on funding conditions, and under certain Heads of Cameroon’s diplomatic missions abroad.

SUBSECTION I

COMPOSITION OF PROCUREMENT COMMITTEES

ARTICLE 11—Internal Procurement Committees established under contracting authorities shall be composed as follows:

- a) For contracting authorities under ministerial and equivalent departments:
 - one (01) Chair appointed by the Public Procurement Authority;
 - one (01) representative of the contracting authority concerned;
 - one (01) representative of the Ministry responsible for public procurement;
 - one (01) representative of the Ministry responsible for public investments;
 - one (01) representative of the Ministry of Finance;
 - One (01) Secretary appointed by the Project Owner from among the staff of the internal contract administration unit.
- b) For Contracting Authorities that are public institutions of Decentralized Local Governments:
 - one (01) Chair appointed by the public procurement authority;
 - one (1) representative of the relevant Contracting Authority;
 - one (1) representative of the Ministry responsible for public procurement;

- one (01) representative of the technical supervisory authority;
- one (01) representative of the Ministry of Finance;
- one (01) Secretary designated by the Project Owner from among the staff of the internal contract administration unit.

ARTICLE 12.— (1) The Regional Procurement Commissions shall be composed as follows:

- one (01) Chair appointed by the Public Procurement Authority, upon the recommendation of the Regional Governor;
 - one (01) representative from the Ministry responsible for public procurement;
 - one (01) representative from the Ministry of Finance;
 - one (01) representative from the Ministry of Public Investment;
 - one (01) Secretary appointed by the Regional Governor.
- (2) One (01) representative of the Delegated Project Owner for contracts covered by funds delegated at the regional level shall attend the meetings of the Regional Procurement Commission with voting rights.

ARTICLE 13.— (1) The Departmental Procurement Commissions are composed as follows:

- one (01) Chair appointed by the Public Procurement Authority, upon the recommendation of the Departmental Prefect;
 - one (01) representative of the Ministry responsible for public procurement;
 - one (01) representative of the Ministry responsible for finance;
 - one (01) representative of the Ministry responsible for public investment;
 - one (01) Secretary designated by the Prefect of the Department.
- (2) One (01) representative of the Contracting Authority for contracts falling under the jurisdiction of Decentralized Local Authorities that do not have a Procurement Commission, or of the Delegated Contracting Authority for contracts funded by appropriations delegated at the departmental level, shall attend the meetings of the Departmental Procurement Commission with voting rights.

ARTICLE 14.—The composition and powers of the Special Procurement Committees referred to in Article 10, paragraph 3, above are established by the text creating them.

ARTICLE 15.— (1) The Chairs and members of the Procurement Committees shall be selected from among individuals of good character who are well-versed in public procurement regulations.



- (2) The chairs of the Procurement Committees are appointed for a term of two (02) years, renewable once. However, their term may be terminated at any time in the event of proven misconduct.
- (3) Furthermore, chairs shall be selected, as far as possible, based on their place of residence.

ARTICLE 16.— (1) The composition of the Internal Procurement Committee or the Special Procurement Committee is established by decision of the Contracting Authority or the Delegated Contracting Authority, as applicable.

- (2) The composition of the Regional or Departmental Procurement Committee is established by a decision of the Regional Governor or the Departmental Prefect, as applicable.
- (3) The document certifying the composition of the Procurement Commission shall be forwarded to the Ministry responsible for public procurement and to the agency responsible for procurement regulation by the Project Owner, the Delegated Project Owner, the Regional Governor, or the Departmental Prefect concerned, as applicable.

SUBSECTION III

ON THE OPERATION OF PROCUREMENT COMMITTEES

ARTICLE 17.— (1) The Procurement Commission may validly deliberate only in the presence of its Chair, at least two (02) members, the Secretary, and the Independent Observer, if applicable.

- (2) In the event that the Independent Observer fails to respond to a duly issued summons within the prescribed time limits, the Procurement Committee may validly convene.
- (3) Resolutions of the Procurement Committees are adopted by a simple majority of the members present. In the event of a tie, the Chairperson has the casting vote.
- (4) A quorum is not required when a Procurement Committee meets to open bids. However, at this stage, the presence of the Committee Chair and Secretary is required.
- (5) The bid package is presented to the Procurement Committee by a representative of the Project Owner or the Delegated Project Owner who has a thorough understanding of the project.
- (6) During the review of the analysis report, the file is presented by the Chair of the analysis subcommittee or by a member of said subcommittee duly authorized by the Chair.

ARTICLE 18.— (1) The Procurement Commission has a maximum of twenty-one (21) business days from the date of opening of the bids to submit its award recommendation to the Project Owner or the Delegated Project Owner, including the time allotted to the subcommittee for analyze the bids.

- (2) This period may be reduced to ten (10) days in cases of urgency, or extended to thirty (30) days in cases where bids are opened in two stages.
- (3) The time limits referred to in paragraphs (1) and (2) above do not include the time allowed to bidders in the event of a request for clarification.

ARTICLE 19.— (1) The Procurement Commission meets upon convocation by its Chair, who ensures its proper functioning.

In this capacity, the Chairperson:

- proposes an agenda to be adopted at the meeting; sets the date, time, and place of each meeting;
- co-signs the minutes with the Commission’s Secretary;
- prepares a quarterly activity report, which he submits to the Ministry of Public Procurement and the agency responsible for regulating public procurement;
- ensures that the Secretary forwards, for processing, retention, and archiving, to the body responsible for regulating public procurement—within seventy-two (72) hours of the conclusion of the Procurement Commission’s proceedings—all documentation pertaining to the cases handled, including:
 - attendance sheets;
 - the minutes of the meetings;
 - the bid analysis reports for ado0tt
 - written comments from members who did not sign the bid analysis report or the summary report, if applicable;
 - the results of the deliberation on the bid award proposal by the bid analysis subcommittee;
 - requests from bidders and the corresponding responses, if applicable;
 - copies of newspapers containing the published notices of the call for bids and any addenda relating to the bidding documents.
- (2) Notices of meetings and the documents to be reviewed by a Procurement Committee must be received by the members and the Independent Observer at least forty-eight (48) hours before the date of the meeting.



- (3) The Contracting Authority or the Delegated Contracting Authority shall forward to the public procurement regulatory body, for safekeeping and archiving, the public procurement documents falling within its jurisdiction, within the following maximum time limits:
- forty-eight (48) hours for notices of solicitation, award results, contracts, and amendments after their signature;
 - seventy-two (72) hours for all other documents.
- (4) The Chair of the Procurement Committee shall provide the public procurement regulatory body with a copy of each bidder's proposal, initialed by the Chair at the conclusion of the bid opening session.
- (5) The Chair of a Procurement Committee may invite any person, based on their expertise regarding the items on the agenda, to participate in the Committee's proceedings in an advisory capacity.

ARTICLE 20.—Under the authority of the Chair, the secretary of the Procurement Committee:

- a) maintain a record of the projects approved by the Committee;
- b) shall keep, in a tamper-proof and numbered register, the minutes of meetings, extracts of which are regularly forwarded to the agency responsible for regulating public procurement;
- c) ensures the proper maintenance of the archives of contracts awarded by the Procurement Commission;
- d) drafts and countersigns the minutes of each meeting.

ARTICLE 21.— (1) The operating expenses of the Internal Procurement Committees and the Special Procurement Committees shall be borne by the budgets of the Project Owners or the Delegated Project Owners

Delegated Project Owners.

- (2) The operating expenses of the Regional and Departmental Procurement Commissions are covered by specific budget lines in the budgets of the relevant regions or departments in question.

ARTICLE 22.— (1) The chairs, members, and secretaries of the Procurement Commissions, as well as the representatives of the contracting authorities within the Regional and Departmental Procurement Commissions, shall receive a session allowance, the amount of which is set by a specific regulation issued by the Public Procurement Authority.

- (2) The chairs, members, and secretaries of the Analysis Subcommittees shall receive a session allowance, the amount of which is set by a specific regulation of the Public Procurement Authority.
- (2) The Chair of the Procurement Commission is the delegated authorizing officer for the budgets of the Internal Procurement Commissions and the Special Procurement Commissions. For the Internal Procurement Commissions, the Chair is authorized by the chief authorizing officer for the relevant budget lines.
- (3) The Regional Governor is the delegated authorizing officer for the budget of the Regional Procurement Commission.
- (4) The Departmental Prefect is the delegated authorizing officer for the budget of the Departmental Procurement Commission.

SUBSECTION IV

REVIEW OF BIDDING DOCUMENTS BY A PROCUREMENT COMMISSION

ARTICLE 23.—Applications submitted for review by a Procurement Commission must include, in particular:

- a) for the review of a request for proposals or a request for quotations:
 - a presentation note from the Project Owner or the Delegated Project Owner;
 - documents certifying the availability of funding or budget allocation;
 - the actual bidding or request-for-quotation documents, prepared on the basis of the standard document designed by the public procurement regulatory body, put into effect by the Public Procurement Authority, and including, in particular, the draft tender notice, the quantitative and estimated breakdown containing the quantities to be supplied, the unit price schedule, the specific tender regulations, the evaluation criteria and sub-criteria, the draft contract template, the specifications, the study reports, and the plans, if applicable.
- b) For the opening of bids:
 - a cover letter signed by the Project Owner or the Delegated Project Owner;
 - the favorable opinion of the competent Central Commission for the Control of Public Contracts regarding the tender dossier, if applicable;



- a copy of the publication of the tender notice and any subsequent addenda in the Journal des Marchés, or, where applicable, in other widely circulated national or international publications;
 - an extract from the bid registration record;
 - the tender documents made available to bidders;
 - all other relevant documents related to the Request for Proposals.
- c) For the award proposal:
- the minutes of the bid opening session;
 - the bid evaluation report and, if applicable, the summary report, signed by the members of the bid evaluation subcommittee;
 - the bid analysis report signed by the members of the analysis subcommittee or by the members of the selection committee for competitive bidding processes;
 - a separate note from the member(s) who did not sign the bid analysis report;
 - the minutes of the negotiations, if applicable, particularly for two-stage (02) tenders;
- d) For the review of a draft contract awarded through a negotiated procedure:
- a presentation note from the relevant Project Owner or Delegated Project Owner;
 - authorization from the Public Procurement Authority;
 - documents attesting to the availability of funding or budget allocation;
 - the bid documents from the contractor(s);
 - the successful bidder's proposal, including, among other things, a breakdown of prices;
 - the evaluation report, if applicable;
 - the signed draft contract;
 - the preliminary studies justifying, in particular, the quantities determined;
- e) For the review of a draft amendment:
- a presentation note from the Project Owner or the Delegated Project Owner;
 - the preliminary study justifying the proposed amendment, if applicable;
 - the original contract and, if applicable, any amendments already entered into;
 - the draft amendment signed by the Administration's contracting party;
 - documents attesting to the availability of additional funding or the budget allocation, if applicable.

SECTION I

CENTRAL MARKET SUPERVISION COMMISSIONS

ARTICLE 24.— (1) The Central Procurement Oversight Commissions are technical bodies attached to the Minister responsible for public procurement. They are responsible for the ex ante oversight of public procurement procedures falling within their jurisdiction that are initiated by project owners or delegated project owners.

- ARTICLE 25.**—The Central Contract Oversight Commissions are referred to by the contracting authorities or the delegated contracting authorities, depending on the nature of the services, and issue an opinion on:

- ARTICLE 26.**— (1) The Central Contract Oversight Committees attached to the Minister responsible for public procurement consist of:

- PRESIDENCE DE LA REPUBLIQUE
PRESIDENCY OF THE REPUBLIC
SECRÉTARIAT GÉNÉRAL
SERVICE DU FICHIER LEGISLATIF ET RÉGLEMENTAIRE
LEGISLATIVE AND STATUTORY AFFAIRS CARD INDEX SERVICE
COPIE CERTIFIÉE CONFORME
CERTIFIED TRUE COPY

- c) the Central Commission for the Oversight of Construction and Public Facilities Contracts;
- d) the Central Commission for the Oversight of General Procurement Contracts;
- e) the Central Commission for the Oversight of Contracts for Services and Intellectual Work.

(2) The text establishing a Central Commission for the Oversight of Contracts under the authority of a Regional Governor shall define its scope of authority and composition.

ARTICLE 27.— (1) The Central Commission for the Oversight of Road Construction Contracts has jurisdiction over contracts for:

- a) new road construction, rehabilitation, and maintenance;
- b) road and miscellaneous utility network works;
- c) construction of conventional engineering structures (bridges, culverts, pipes);
- d) the supply of equipment and ancillary installations directly or indirectly related to such works;
- e) design and project management services related to the works listed in paragraphs (a) and (b) above.

(2) It is responsible for consultations in which the cumulative value of the lots is five (5) billion CFA francs or more, as well as for contracts awarded through private negotiation at the same threshold.

ARTICLE 28.— (1) The Central Commission for the Oversight of Contracts for Other Infrastructure is responsible for contracts:

- a) the construction of special engineering structures (airports, ports, viaducts, railway infrastructure, dikes, dams, transportation and storage networks, etc.);
- b) hydraulic engineering, electrification, and telecommunications;
- c) the supply of furniture and ancillary facilities directly or indirectly related to the aforementioned works;
- d) studies and project management related to the works listed in paragraphs (a) and (b) above.

(2) It is responsible for consultations in which the cumulative value of the lots is greater than or equal to one (1) billion CFA francs, as well as for contracts awarded through the negotiated procedure at the same threshold.

ARTICLE 29.— (1) The Central Commission for the Oversight of Contracts for Building Construction and Public Facilities, which has jurisdiction over contracts for:

- a) construction or rehabilitation of buildings;
 - b) development projects for public squares, green spaces, and sports and recreational facilities;
 - c) maintenance work;
 - d) the supply of furniture and related facilities directly or indirectly associated with the aforementioned work;
 - e) design and project management services related to the works listed in paragraphs (a) and (b) above.
- (2) It is responsible for consultations in which the cumulative value of the lots is five hundred (500) million CFA francs or more, as well as for contracts awarded through the negotiated procedure at the same threshold.

ARTICLE 30.— (1) The Central Commission for the Control of General Procurement Contracts has jurisdiction over contracts:

- a) for the supply of office equipment;
 - b) for the supply of books, school supplies, and educational and instructional materials;
 - c) for the supply of consumables, sanitary equipment, and biomedical equipment;
 - d) agricultural inputs and raw materials;
 - e) the supply of electronic and electrical equipment;
 - f) the supply and maintenance of vehicles and machinery;
 - g) other supplies that do not fall under the jurisdiction of another Procurement Commission.
- (2) It is responsible for consultations in which the cumulative value of the lots is two hundred fifty (250) million CFA francs or more, as well as for contracts awarded through the negotiated procedure at the same threshold.

ARTICLE 31.— (1) The Central Commission for the Oversight of Contracts for Services and Intellectual Work has jurisdiction over contracts for:

- a) studies, audits, consultations, investigations, and surveys;
- b) consulting, institutional reform, management, engineering, auditing, training, financial services, and insurance;
- c) studies and project management other than those falling under the jurisdiction of other commissions;
- d) the selection of computer hardware and the development of software and software packages;
- e) all other services of an intellectual nature.



- (2) It is responsible for consultations in which the cumulative value of the lots is equal to or greater than one hundred (100) million CFA francs, as well as for contracts awarded through the negotiated procedure at the same threshold.

ARTICLE 32.—When services covered by a single call for bids are divided into lots, all contracts to be awarded must be taken into account in determining the threshold of jurisdiction for the Central Commission for Contract Oversight.

SUBSECTION I

COMPOSITION OF THE CENTRAL CONTRACT CONTROL COMMISSIONS:

ARTICLE 33.— (1) Each Central Procurement Oversight Commission shall consist of:

- one (01) Chairperson appointed by the Public Procurement Authority;
- one (01) representative of the Office of the President of the Republic;
- one (01) representative of the Office of the Prime Minister;
- one (01) representative of the Ministry responsible for public procurement;
- one (01) representative from the Ministry of Finance;
- one (01) representative from the Ministry of Public Investment;
- one (01) representative of civil society active in the Commission’s area of jurisdiction, appointed by the Minister responsible for public procurement;
- one (01) Secretary appointed by the Minister responsible for public procurement.

- (1) A representative of the Project Owner or the Delegated Project Owner shall attend the meetings of the Central Procurement Oversight Commission in an advisory capacity.
- (2) The Chair and members of the Central Procurement Oversight Commissions are appointed for a term of two (02) years, renewable once. However, in the event of serious misconduct, their term may be terminated.
- (3) The Chair and members of the Central Public Procurement Oversight Commissions are selected from among individuals of good moral character who are well-versed in the regulations and procedures governing

SUBSECTION III ON THE OPERATION OF THE CONTRACT CONTROL COMMITTEES

ARTICLE 34.— (1) The Central Procurement Oversight Commission may validly deliberate only in the presence of its Chair, at least four (4) members—including at least one representative of the Minister responsible for public procurement and the Secretary.

- (2) Resolutions of the Central Commission for the Oversight of Public Contracts are adopted by a simple majority of the members present. In the event of a tie, the Chairperson shall have the casting vote.

ARTICLE 35.— (1) For each case to be reviewed, the Chair of the Central Procurement Oversight Commission shall select an expert, based on that expert's expertise in the field relevant to the project, from a list compiled and regularly updated by the agency responsible for regulating public procurement.

- (2) The Expert reviews the technical aspects of the documents received from the Project Owner or the Delegated Project Owner and prepares a report, which he submits to the Contract Oversight Committee within five (05) business days. He answers any questions from members of the Central Contract Oversight Commission but may not, under any circumstances take part in the deliberations.

ARTICLE 36.— (1) The Chair of the Central Contract Oversight Commission ensures the proper functioning of the Commission.

In this capacity, he or she:

- propose an agenda to be adopted during the meeting;
 - sets the dates and times of meetings;
 - signs the minutes of each meeting;
 - notify the Project Owner or the Delegated Project Owner of the Central Market Oversight Commission's opinions;
 - transmits, for safekeeping and archiving, to the agency responsible for regulating public procurement, within a maximum of seventy-two (72) hours from the conclusion of the Central Procurement Oversight Commission's proceedings, all documentation pertaining to the cases handled by the Central Procurement Oversight Commission.
- (2) He may invite any person, based on their expertise regarding the items on the agenda, to participate in the work of said Commission.



- (3) He is the authorizing officer for the budget of the Central Market Oversight Commission.
- (4) The operating expenses of the Central Market Oversight Commissions are allocated to a specific line item in the budget of the Ministry responsible for public procurement.

ARTICLE 37.—Under the authority of the Chair, the Secretary of the Central Procurement Oversight Commission:

- a) maintains a record of the projects reviewed by the Commission;
- b) keeps, in a tamper-proof and numbered register, the minutes of meetings, extracts of which are regularly forwarded to the Regulatory Authority;
- c) ensures the proper maintenance of the archives of contracts handled by the Central Market Control Commission;
- d) drafts and countersigns the minutes of each session.

ARTICLE 38.—The chairpersons, members, secretary, and experts of the Central Procurement Oversight Commissions shall receive compensation, the amount of which is set by a specific regulation issued by the Public Procurement Authority.

SUBSECTION IV ON THE COMPOSITION OF FILES SUBMITTED TO THE CENTRAL PUBLIC PROCUREMENT CONTROL COMMISSIONS

PROCUREMENT

ARTICLE 39.—The documents submitted to the Central Procurement Oversight Commissions must include, in particular:

- a) for the review of the bid proposal:
 - a presentation note from the relevant Project Owner or Delegated Project Owner certifying the availability of preliminary studies;
 - documents certifying the availability of funding or the budget allocation;
 - the minutes of the meeting of the Procurement Commission during which the bid documents were reviewed;
 - the report of the independent observer regarding the meeting of the Procurement Committee during which the bidding documents were reviewed, if applicable;
 - the draft tender documents adopted by the Procurement Commission;
- b) For award:

- the Tender Documents made available to bidders; the minutes of the bid opening session;
 - the analysis report and, if applicable, the summary report signed
 - by the members of the bid evaluation subcommittee;
 - the minutes of the meeting to review the bid analysis report;
 - the minutes of the negotiations, if applicable, particularly for two-stage (02) bidding processes.
 - the draft decision awarding the contract; the report of the Independent Observer.
- c) For a draft contract awarded through a negotiated procedure:
- a presentation note from the relevant Project Owner or Delegated Project Owner;
 - authorization from the public procurement authority;
 - documents attesting to the availability of funding or budget allocation the bid documents submitted by the company(ies);
 - the successful bidder's proposal, including, among other things, a breakdown of prices;
 - the evaluation report, if applicable; the draft contract;
 - the report of the Independent Observer, if applicable;
- d) For the draft amendment:
- a presentation note from the relevant Project Owner or Delegated Project Owner justifying the amendment;
 - the technical memorandum from the Project Manager or Engineer;
 - the base contract and, if applicable, any amendments already entered into; the draft amendment signed by the Administration's contracting party;
 - the minutes of the meeting review of the amendment
by the Commission, if
applicable;
 - the report of the Independent Observer, if applicable.

SUBSECTION V

OPINIONS OF THE CENTRAL MARKET CONTROL COMMISSIONS

ARTICLE 40.— (1) The Central Procurement Oversight Commission shall issue one of the following opinions on each case falling within its jurisdiction:

- a) favorable opinion: in this case, the Project Owner or the Delegated Project Owner shall proceed with the initiated procedure;
- b) favorable opinion with reservations: in this case, the Project Owner or the Delegated Project Owner is required to correct the issues that gave rise to the



reservations before proceeding with the process;



- c) unfavorable opinion: in this case, the Project Owner or the Delegated Project Owner may not proceed with the process.
 - (1) The Central Market Oversight Commission shall issue its opinion within a maximum of ten (10) business days from the date the matter is referred to it by the Project Owner or the Delegated Project Owner, including the time allotted to the Expert to submit his or her report.
 - (2) Once the time limit set forth in paragraph 2 above has expired, the opinion shall be deemed favorable.
 - (3) The opinions of the Central Contract Oversight Commissions must be supported by reasons.
- request.
- (4) They may be provided to any interested bidder who requests them

ARTICLE 41.— (1) The Chair of the Central Procurement Review Commission shall notify the Contracting Authority or the Delegated Contracting Authority, the Public Procurement Authority, and the body responsible for regulating public procurement of the Commission's reasoned opinions as follows:

- **within a** maximum of forty-eight (48) hours from the closing date of the work, when said work results in a favorable opinion on the award;
 - within a maximum of seventy-two (72) hours from the date the review is completed, for any other opinion.
- (2) In the event of agreement, the Project Owner or the Delegated Project Owner, as applicable, shall issue the call for bids or award the contract and notify the Chair of the said Commission of its decision within five (5) business days from the date of receipt of the notification of the opinion referred to in paragraph (1).

SECTION I

ON THE INDEPENDENT OBSERVER

ARTICLE 42.— (1) The Independent Observer is a natural or legal person recruited through a competitive bidding process by the agency responsible for regulating public procurement to ensure compliance with regulations, transparency rules, and the principles of fairness in the public procurement process.

- (2) The Independent Observer attends the meetings of the Procurement Committees, as well as the work of the bid evaluation subcommittees for contracts relating to calls for bids where the cumulative value of the lots is fifty (50) million CFA francs or more, for the purpose of:



- a. to evaluate the process by identifying, at each stage, any failures to comply with regulations, transparency rules, and principles of fairness;
 - b. to report practices contrary to good governance in the public procurement process, particularly in cases of influence peddling, conflicts of interest, or insider trading.
- (3) The Independent Observer receives a copy of all documentation related to the files submitted to the Procurement Commission to which he or she is assigned.
- (4) shall submit to the public procurement regulatory body, the Project Owner, and the Chair of the relevant Procurement Commission, within seventy-two (72) hours of the conclusion of the Procurement Commission's proceedings, a detailed report on said proceedings and on those of the analysis subcommittee, if applicable.
- (5) The Chair of the Procurement Commission and the Contracting Authority or the Delegated Contracting Authority may, if necessary, submit their comments to the public procurement regulatory body within seventy-two (72) hours of receiving the Independent Observer's report.
- (6) Based on the reports of the Independent Observer or the public procurement regulatory body, the Public Procurement Authority may cancel the award of a contract made in violation of the regulations
- or in a manner that deviates from the rules of transparency and fairness.

SECTION III

BODIES RESPONSIBLE FOR MONITORING THE EXECUTION OF PUBLIC CONTRACTS

ARTICLE 43.—Monitoring of the execution of public contracts is carried out by the Contracting Authority or the Delegated Contracting Authority through the Department Head, the Contract Engineer, and the Project Manager, if applicable,

To this end, the Project Owner:

- a) appoint the Department Head and the Contract Engineer, and provide them with the appropriate resources to properly carry out their duties;
- b) signs the service orders authorizing the commencement of services;
- c) signs service orders affecting costs, deadlines, and objectives under the conditions set forth in the General Administrative Terms and Conditions;

- d) appoint a representative to chair the Service Acceptance Committee;
- e) orders the payment of final statements;
- f) terminates contracts after issuing a formal notice, if necessary;
- g) oversees the preparation of the report on the completion of contract performance.

ARTICLE 44.— (1) The Contract Manager is a natural person governed by public law, accredited by the Project Owner or the Delegated Project Owner to provide general administrative, financial, and technical assistance during the stages of definition, preparation, execution, and acceptance of the services covered by the contract.

- (2) He is responsible for the overall management of the performance of the services. He establishes all technical and financial provisions and represents the Project Owner or the Delegated Project Owner before the competent authorities for dispute resolution.

In this capacity, the Contractor is responsible, in particular, for:

- a) ensuring the proper fulfillment of legal, administrative, social, and contractual obligations;
 - b) drafting progress and completion reports on the execution of the contracts;
 - c) settling final accounts and monitoring their payment. In this regard, he receives the relevant supporting documents from the bodies responsible for payment;
 - d) convening the acceptance committee or the technical acceptance committee;
 - e) monitoring the project manager, as appropriate, and approving their periodic reports;
 - f) forwarding reports and execution documents to the Project Owner, the Ministry of Public Procurement, and the agency responsible for contract regulation;
 - g) arbitrating disputes between the contracting party and the Engineer or, where applicable, between the contracting party and the project manager;
 - h) chairing periodic contract management meetings.
- (3) He reports to the Project Owner or the Delegated Project Owner.
 - (4) Regional and Departmental Delegates of public administrations serve as Heads of the Contracting Department for the contracts for which they are the Delegated Project Owners.

- (5) However, Regional and Departmental Delegates of public administrations may accredit one of their staff members to perform this function, taking into account their workload, and to enable effective monitoring of the performance of services.

ARTICLE 45.— (1) The contract engineer is a natural person or a legal entity governed by public law, accredited by the Project Owner or the Delegated Project Owner, to monitor and oversee the technical and financial aspects of the contract's execution

In this capacity, the project engineer:

- a) approve the construction drawings and any amendments proposed by the other party to the contract, or by the Project Manager, if applicable;
- b) ensures the functionality of the project and its compliance with the objectives set by the Project Owner or the Delegated Project Owner;
- c) ensures quality control of the services, in the case of public project management;
- d) verifies and signs off on the progress reports jointly with the contracting party;
- e) approves the statements of account for services rendered;
- g) coordinates the various project stakeholders, as applicable;
- h) ensures that the various guarantees are implemented, both during the execution phase and throughout the project's lifespan;

- (2) He reports to the Head of the Contracting Department.

ARTICLE 46.— (1) The Project Manager is a natural person or a legal entity under public or private law, appointed by the Project Owner or the Delegated Project Owner to safeguard the Project Owner's interests during the stages of definition, development, supervision of execution, and acceptance of the services covered by the contract.

- (1) The Project Manager is responsible for the management and ongoing supervision of the performance of the services.

In this capacity, the Project Manager shall:

- a) assists the Project Owner in awarding contracts for construction or supplies, as appropriate;
- b) ensures that the contractor complies with the terms of the construction or supply contract;
- c) ensures quality control of the services performed and decides whether or not to conduct a preliminary acceptance of the completed portions of the work;

- d) verifies the quantities to be included in the final statement and approves the final accounts;
 - e) chairs meetings in the absence of the Department Head and the Engineer;
 - f) drafts or oversees the drafting of periodic inspection reports;
 - g) submits a copy of the final report on his services to the Project Owner, the Ministry responsible for Public Procurement, and the agency responsible for regulating public contracts.
- (2) He carries out his duties under the supervision of the Contract Engineer.

SECTION IV

THE BODY RESPONSIBLE FOR EXTERNAL MONITORING OF THE EXECUTION OF PUBLIC CONTRACTS

ARTICLE 47.— (1) External oversight of the execution of public contracts is exercised by the Ministry responsible for public procurement.

In this capacity, the Ministry responsible for public procurement:

- a) **verifies**, through unannounced inspections, the effectiveness and quality of the services performed and accepted;
- b) verifies, after the contract is signed, that it complies with the bidding documents, the award decision, and the bid submitted by the successful bidder;
- c) verifies retrospectively, based on all statements of account of which it receives copies, that the services invoiced, the payments made, and the services performed are consistent;
- d) reports to the Department Head, the Contract Engineer, and/or the Project Manager any instances of non-compliance observed in the execution of contracts;
- e) attends, as an observer, the acceptance inspections and technical acceptance procedures for the services;
- f) receives a copy of the provisional statements of account and approves the final statement of account for construction contracts or the final invoice for other types of services;
- g) contributes to updating the public procurement database;
- h) reports, where appropriate, to the public procurement regulatory body on any shortcomings among public procurement stakeholders that require capacity building;
- i) prepares semiannual and annual reports on the overall status of public procurement implementation.



- (2) The Ministry responsible for public procurement receives from the relevant parties copies of all documentation necessary for the performance of its duties, including:
- the bidding documents made available to bidders;
 - the bid submitted by the government's co-contractor;
 - the award decision;
 - the signed and notified contracts and amendments;
 - the schedule for the performance of services;
 - work orders, including those specifying the start of services;
 - provisional and final statements of account;
 - notices convening the acceptance and technical acceptance committees;
 - the minutes of acceptance and technical acceptance;
 - reports on the completion of the technical and financial execution of projects;
 - reports from both private and public audit missions.

CHAPTER III

THE BODY RESPONSIBLE FOR REGULATING PUBLIC PROCUREMENT

ARTICLE 48.— (1) The regulation of public procurement is carried out by a body established for that purpose.

- (2) The body responsible for regulating public procurement serves as both the overseer and facilitator of the system.

In this capacity, it is responsible for:

- a) issuing recommendations to the Public Procurement Authority regarding the definition and improvement of public procurement policies;
- b) ensuring the application of the principles of good governance, in particular through the implementation of preventive measures to combat malpractices in public procurement;
- c) ensuring the proper application of the rules by all stakeholders through opinions and recommendations;
- d) proposing reforms in the field of public procurement to the Public Procurement Authority;

- e) to define training policies and strategies in the field of public procurement and to develop a professional and institutional framework in this area;
 - f) to manage and maintain the public procurement information system and oversee its operation;
 - g) to periodically evaluate the compliance and performance of the national public procurement system against relevant international indicators and standards;
 - h) to accredit experts in the field of public procurement;
 - i) to adjudicate disputes arising from public procurement procedures and to provide technical opinions to the Committee responsible for reviewing bidders' appeals;
 - j) to edit and publish the Public Procurement Journal;
 - k) to propose procedural sanctions to the Public Procurement Authority;
 - l) to conduct specific audits.
- (3) The body responsible for regulating public procurement regularly prepares a report on regulatory actions, which it submits to the Public Procurement Authority, with copies to the Minister responsible for territorial administration regarding contracts awarded by Decentralized Local Authorities, to the Governors for delegated project owners, as well as to the minister with technical oversight for contracts awarded by public institutions.
- (4) The responsibilities and operating procedures of the body responsible for regulating public procurement are established by a specific law.

CHAPTER IV

THE BODY RESPONSIBLE FOR REVIEWING APPEALS

ARTICLE 49.— (1) A committee shall be established within the body responsible for regulating public procurement to review appeals filed by bidders who believe they have been wronged, as well as to formulate proposals for appropriate measures to be submitted to the Public Procurement Authority.

- (1) The organization, composition, and operation of the Committee responsible for reviewing appeals shall be specified by a separate regulation issued by the Public Procurement Authority.
- (2) Subcommittees of the Appeals Review Committee may be established at the regional level.



CHAPTER V

THE PUBLIC PROCUREMENT AUTHORITY

ARTICLE 50.— (1) The Public Procurement Authority is the Minister responsible for public procurement. The Minister organizes and ensures the proper functioning of the public procurement system.

In this capacity, he or she:

- signs the implementing regulations of the Public Procurement Code;
- imposes sanctions on those responsible for misconduct and disputes arising from public procurement, as well as disagreements among public officials;
- has the authority to authorize exceptional procedures.

(2) The Public Procurement Authority may, as necessary, initiate proceedings on its own initiative to sanction a procedure.

TITLE III

ON THE AWARD OF PUBLIC CONTRACTS

CHAPTER I

GENERAL

PROVISIONS

SECTION I

BIDDERS

ARTICLE 51.— (1) Bidders are natural or legal persons who submit bids for public contracts.

- (2) Subject to the provisions of Article 52 of this Public Procurement Code, the following may not apply for public contracts:
- candidates:
- a) in judicial liquidation or bankruptcy;
 - b) subject to any of the prohibitions or disqualifications provided for by applicable laws and regulations, both nationally and internationally;
 - c) who have not filed the declarations required by applicable laws and regulations.

ARTICLE 52.—(1) Legal entities governed by public law are eligible to participate in public procurement if they can demonstrate:

- a) that they have legal personality and financial autonomy;
 - b) that they are managed in accordance with the rules of private-sector accounting; and
 - c) that they are not under the supervision of the relevant Contracting Authority or Delegated Contracting Authority, unless expressly authorized by the Public Procurement Authority.
- (1) Civil society organizations and public institutions interested in public procurement are subject to the provisions of this Public Procurement Code. However, they may submit bids only if the prices offered are competitive—that is, if they have been determined by taking into account all direct and indirect costs contributing to the price of the service covered by the contract.
- (2) In such cases, public institutions must demonstrate that, in determining this price, they did not benefit from advantages arising from the resources allocated to them in connection with their public service missions.
- (3) The Specific Rules for Bidding or Solicitation set forth, in accordance with applicable regulations, the conditions under which the entities referred to in this article may participate in a given solicitation, whether through a competitive bidding process or a negotiated procedure.

SECTION I

ON THE CLASSIFICATION OF COMPANIES

ARTICLE 53.— (1) The Project Owner or the Delegated Project Owner may reserve access to certain construction contracts for companies in the building and public works sector.

- (2) The procedures for categorizing companies in the building and public works sector are established by a specific regulation issued by the Public Procurement Authority.



CHAPTER I

PRELIMINARY PROCEDURES FOR THE AWARD OF PUBLIC CONTRACTS

SECTION I

DETERMINATION OF NEEDS

ARTICLE 54.— (1) Before issuing any call for bids or conducting any consultation, the Contracting Authority is required to conduct a study to determine, as precisely as possible, the nature and scope of the needs to be met.

- (2) A project owner who lacks the appropriate expertise to conduct the study referred to in paragraph (1) of this article may seek external expertise.

SECTION I

PRELIMINARY STUDIES

SUBSECTION I

CONTENT OF PRELIMINARY STUDIES

ARTICLE 55.— (1) The preliminary studies referred to in Article 54 above must define the specifications and scope of the services covered by the contract and result in either a preliminary design defining all the characteristics of the work to be performed or the supplies to be delivered, or the terms of reference for the services in question.

- (2) Preliminary studies are mandatory and must take into account, in particular:
- a) property demolition, bare ownership, relocation of utility networks (water, electricity, telephone, etc.), clearing of the selected site, compensation for displaced persons, and access conditions in the case of construction contracts;
 - b) accessibility considerations for infrastructure projects;
 - c) the promotion of employment through the utilization of local resources such as labor, equipment, and local materials, particularly through the Labor-Intensive Approach (LIA), in accordance with applicable regulations;

- d) compliance with safety standards, particularly those relating to buildings open to the public;
 - e) compliance with environmental standards;
 - f) the scope or allocation of the project in a manner that identifies, on the one hand, the services to be performed by domestic small and medium-sized enterprises and grassroots community organizations, and, on the other hand, those that may be subcontracted to domestic companies.
- (3) For contracts involving the maintenance and/or rehabilitation of roads or bridges, or the repair of buildings or equipment, preliminary studies shall include, in particular, an assessment of damage and shall specify the desired level of service.
- (4) For new construction projects and the acquisition of new equipment, these studies must be carried out up to the Detailed Preliminary Design stage for roads and acquisitions, and up to the Construction Design stage for buildings and other infrastructure.
- (5) For professional services, the terms of reference must include, in particular, the context, the scope of the proposed services, the objectives and expected results, the specific expertise and qualifications of the experts to be engaged, the timeline, and the estimated cost of the services.
- (6) For supply contracts, the specifications must detail the functional or performance characteristics of the goods or equipment to be procured, the applicable standards, and the delivery constraints in order to developing delivery schedules.

SUBSECTION I

APPLICABLE STANDARDS

ARTICLE 56.— (1) The works, supplies, and services that are the subject of a public contract are defined by reference to standards, technical approvals, or specifications that must be expressly mentioned in the specifications.

- (2) Any reference to brand names or proprietary specifications from a specific supplier or service provider is prohibited.
- (3) However, such a reference accompanied by the phrase “or equivalent” is permitted when the contracting authorities are unable to provide a description of the subject matter of the contract by means of specifications that are sufficiently precise and intelligible to all interested parties.



SUBSECTION III

SOCIAL AND ENVIRONMENTAL CLAUSES

ARTICLE 57.— (1) The terms and conditions for the performance of public contracts must incorporate social, economic, and environmental considerations that promote the use of local labor and decent work and, where appropriate, contribute to achieving sustainable development goals.

These include, in particular:

- a) the incorporation of environmental protection standards into the procurement and execution process;
 - b) the inclusion in the contract of clauses requiring compliance with labor standards ratified by Cameroon;
 - c) establishing an appropriate inspection system during contract execution to verify compliance with working conditions;
 - d) the protection of monuments, cultural sites, and social values.
- (2) The execution conditions specified in the bidding documents must, whenever possible, prioritize the use of the Labor-Intensive Approach (HIMO), in accordance with applicable regulations and in accordance with the execution methods to be specified in the Special Technical Specifications.

SUBSECTION IV: LOT

DIVISION

ARTICLE 58.— (1) When dividing the scope of work offers technical, financial, or organizational advantages, the work, supplies, or services shall be divided into lots of the same nature or based on their location.

- (2) The tender regulations shall specify the number, nature, and scope of the lots, as well as the conditions imposed on bidders, the required technical and financial capabilities, and the procedures for their award.
- (3) Under no circumstances may the division of the project result, in relation to the total cost of the project, in circumventing the oversight authorities;
- (4) In the event of division into lots, each lot must be the subject of a separate contract.

SECTION IV

PROGRAMMING OF PUBLIC CONTRACTS

ARTICLE 59.— (1) The award and execution of public contracts must be subject to a schedule established by the Project Owners and the Project Owners

Delegates, in coordination with the Ministry responsible for public procurement.

- (1) For public administrations, the draft programming journal—which includes externally funded contracts and is prepared according to a template designed by the public procurement regulatory body—as well as the simplified procurement plan must be presented at the budget preparation conference.
- (2) For other government agencies, the adoption of budgets by the competent bodies is contingent upon the submission of a draft programming schedule that includes externally funded contracts.
- (3) Within ten (10) business days of the date of adoption of its budget, each Contracting Authority is required to submit a copy of the final program log to the Ministry responsible for Public Procurement, the agency responsible for regulating public procurement, and the relevant procurement commissions.
- (4) Program schedules are periodically updated by the Project Owners and Delegated Project Owners, in coordination with the Ministry responsible for public procurement.

SECTION V

AVAILABILITY OF THE SITE AND FUNDING

ARTICLE 60.— (1) The Project Owner or the Delegated Project Owner is required to take all necessary steps to ensure that the site where the services are to be performed is made available prior to the notification of the relevant contract. Where applicable, the Project Owner or Delegated Project Owner must provide proof of the existence of the declaration of public utility, the expropriation decree, the deed of allocation, or any other legal or administrative document evidencing the site's availability.

- (2) The Project Owner or the Delegated Project Owner is required to ensure that funding is available before launching the procurement process. This involves certifying, as applicable, the budget allocation, the validity of the expenditure authorization, or the entry into force of the funding agreement.
- (3) For recurring services or projects where the actual start date of the services is incompatible with the prior adoption of the budget for the corresponding fiscal year, the related procurement processes may be launched before the adoption of said budget.



- (4) In the cases referred to in paragraph (3) above, the contract notice is contingent upon proof of funding and, where applicable, the availability of the site.

CHAPTER III

ON THE TYPOLOGY OF PUBLIC PROCUREMENT

SECTION I

CONSTRUCTION CONTRACTS

ARTICLE 61.— Construction contracts are contracts whose purpose is the performance of construction, reconstruction, demolition, repair, or renovation work on any building, road, or structure, including site preparation, earthwork, the installation of equipment or materials, decoration, and finishing, as well as services ancillary to the work, provided that the value of such services does not exceed that of the work itself.

SECTION II

SUPPLY CONTRACTS

ARTICLE 62.—Supply contracts concern the purchase, leasing, or hire-purchase of products or equipment, including services and accessories, provided that the value of such services and accessories does not exceed that of the goods themselves.

SECTION III

QUANTIFIABLE SERVICE CONTRACTS

ARTICLE 63.— (1) Service contracts are contracts for which the services provided do not necessarily involve design work. They result in a physically measurable outcome.

- (2) This includes, in particular, security, cleaning, or maintenance of public buildings or green spaces; maintenance or repair of office or computer equipment; insurance, excluding health insurance.

SECTION IV NON-QUANTIFIABLE SERVICE CONTRACTS AND INTELLECTUAL SERVICES

- (1) Non-quantifiable service contracts are contracts in which the services provided are primarily intellectual in nature.
- (2) They include, among other things, health insurance, advertising, the organization of training seminars, and intellectual services such as project management, audits, studies, oversight, and specific obligations related to intellectual property.

SECTION V OTHER TYPES OF CONTRACTS

SUBSECTION I DESIGN-BUILD CONTRACTS

ARTICLE 64.—A design-build contract is a construction contract that allows the Project Owner to entrust a consortium of economic operators or, for infrastructure projects only, a single economic operator, with a mission covering both the preparation of studies and the execution of the work.

SUBSECTION II: FRAMEWORK AGREEMENTS

ARTICLE 65.—(1) When the Contracting Authority cannot determine in advance the volume and frequency of orders for routine supplies or services necessary to meet its needs, it may enter into a framework agreement.

- (1) Framework agreements are contracts entered into by one or more contracting authorities with one or more service providers for the purpose of establishing the rules governing purchase orders to be issued, or the provisions governing subsequent call-off orders to be placed during a given period, particularly with regard to prices and, where applicable, the anticipated quantities.
- (2) The term of framework agreements may not exceed three (3) years.



- (3) If the framework agreement is entered into for a term exceeding twelve (12) months, and if the framework agreement expressly provides for it, each contracting party may request, on dates set by them, that a price adjustment be made using the price adjustment formula set forth therein, or terminate the contract if the application of the price adjustment formula would result in a change in the unit price of more than 25%.
- (4) The use of framework agreements applies only to routine supplies or services and to maintenance and renovation work.

ARTICLE 66.— (1) When the framework agreement specifies the minimum and maximum quantities or values of supplies or services that may be ordered during a specified period not exceeding the period of use of the payment appropriations, and the quantities of services or supplies to be provided are specified, the agreement is performed as purchase orders are issued.

- (2) Purchase orders are written documents addressed to the holder of the framework agreement. They specify which of the services described in the framework agreement are to be performed and determine the quantity thereof.

ARTICLE 67.— (1) When purchase orders relate to a specific category of services or supplies, without specifying the quantity or total value of the orders, the framework agreement gives rise to subsequent standing orders.

- (2) Subsequent purchase orders specify the characteristics and terms of performance of the requested services that were not set forth in the framework agreement. They may not result in to the provisions of the framework agreement.

SUBSECTION III

MULTI-YEAR AND PHASED CONTRACTS

ARTICLE 68.— (1) When the full funding required to carry out a project cannot be secured within a single fiscal year and the services may be spread over several years or performed in several phases comprising a firm tranche and one or more conditional tranches, the Project Owner must schedule the expenditures for each fiscal year.

- (2) The contracts referred to in paragraph 1 above must be the subject of a single call for bids and must specify the term for which they are entered into.

ARTICLE 69.— (1) Multi-year contracts that include a firm annual tranche and conditional annual tranches must define the scope, price, and terms of performance for each tranche.

- (2) The services for each installment must form a coherent whole that takes into account the services of previous installments, if any.
- (3) Contracts comprising a firm tranche and one or more conditional tranches may include a termination clause with notice in favor of either party.
- (4) The performance of each conditional tranche is contingent upon a work order from the Project Owner or the Delegated Project Owner, notified to the contracting party under the conditions set forth in the contract.

SUBSECTION IV: RESERVED CONTRACTS

ARTICLE 70.— (1) Certain contracts may be reserved for artisans, small and medium-sized domestic enterprises, grassroots community organizations, and civil society organizations.

- (2) The nature and thresholds of the contracts referred to in paragraph (1) above, as well as the procedures for their implementation, are established by a specific regulation issued by the Procurement Authority.

SUBSECTION V SPECIAL CONTRACTS

ARTICLE 71.— (1) Special contracts are public contracts that do not comply, in whole or in part, with the provisions governing competitive bidding or negotiated contracts. They primarily include contracts relating to national defense, security, and the strategic interests of the State.

- (2) The contracts referred to in paragraph 1 above contain confidential clauses for reasons of security and the strategic interests of the State, and are therefore exempt from review by any Public Procurement Commission provided for in this Public Procurement Code.
- (3) Special contracts concern the procurement of equipment, supplies, or services directly related to national defense and security, as well as contracts in which the strategic interests of the State are at stake.
- (4) Special contracts are awarded following prior authorization by the President of the Republic.



CHAPTER IV PROCEDURES FOR AWARDING PUBLIC CONTRACTS

SECTION I CONTRACTS AWARDED THROUGH COMPETITIVE BIDDING

SUBSECTION I GENERAL PROVISIONS

ARTICLE 72.— (1) Public contracts shall be awarded through a competitive bidding process after inviting bids from potential contractors of the Administration.

- (2) In exceptional cases, they may be awarded through a negotiated procedure under the conditions set forth in this Public Procurement Code.
- (3) Public procurement is subject to the tax and customs regulations in force in Cameroon, unless expressly provided otherwise by law or regulation, and subject to the provisions of external aid financing agreements or international conventions and agreements.

ARTICLE 73.— (1) A competitive bidding process is the procedure by which a contract is awarded following a public call for bids.

- (2) The selection criteria shall take into account, in particular:
 - a) the quality and professional capacity of the bidders;
 - b) the price of the services and any proposed alternatives, or the cost of their use;
 - c) the time required for completion or delivery of the service;
 - d) the technical and functional value of the services, including operating and maintenance conditions, as well as the expected service life of the works produced or the supplies and services in question.

SUBSECTION I TYPES OF BIDS

ARTICLE 74.— (1) A call for bids may be:

- a) National, when it is directed at individuals or legal entities having their domicile or registered office in Cameroon;
 - b) international, when it is open to individuals or legal entities having their domicile or registered office within or outside the national territory.
- (2) Each of the aforementioned types of calls for bids may be open, restricted, competitive, or conducted in two (02) stages.

Section 1 Open Tender

ARTICLE 75.— (1) A tender is considered open when the public notice invites all interested bidders to submit their bids within a specified time frame.

- (2) After publication of the notice, the tender documents shall be made available to any bidder who requests them.

Section 2 Restricted Tender

ARTICLE 76.— (1) A restricted tender is a tender preceded by a prequalification process.

- (2) Prequalification is conducted for services of the same nature, following a public call for applications published in authorized publications, a notice regarding a specific request for proposals or a series of requests for proposals over a period not exceeding six (06) months.
- (3) The public call for applications must specify the qualification criteria, including the administrative requirements that establish the applicant's legal standing and relevant experience in the field in question.
- (4) The restricted tender is addressed to a minimum of three (03) candidates selected following a prequalification procedure. Otherwise, the Project Owner or the Delegated Project Owner must resort to an open tender.



- (5) In the case of lot-by-lot awarding, the minimum number of prequalified candidates per lot is set at three (03). Otherwise, the Project Owner or the Delegated Project Owner is required to conduct an open tender for the lot(s) in question.
- (6) When prequalification covers a series of tenders spread over the period referred to in paragraph (2) above, the public call for applications must limit the number or total volume of contracts that a candidate may be awarded based on its capabilities.
- (7) The prequalification process conducted by the Project Owner or the Delegated Project Owner results in the establishment of a shortlist, which is published before the tender process begins.
- (8) Letters inviting bids are sent to prequalified bidders, and the approved bidding documents are made available to them under the same conditions as those set forth in Article 75;
of this Public Procurement Code.

ARTICLE 77.— (1) The deadlines for submitting applications, effective from the date of publication of the call for expressions of interest, are as follows:

- at least fifteen (15) business days and no more than twenty-one (21) days, for national tenders;
 - at least twenty-one (21) business days and no more than thirty (30) days, for international calls for bids;
- (2) The deadlines referred to in paragraph (1) above may be reduced to ten (10) and fifteen (15) business days, respectively, in cases of urgency.

ARTICLE 78.— (1) The use of a restricted tender is mandatory for contracts for intellectual services.

- (2) The restricted tender may also be used in the following cases:
 - a) specific works or equipment of great importance or complexity;
 - b) supplies of materials to be manufactured to order and specialized services.
- (2) The Contracting Authority or the Delegated Contracting Authority may be exempted from prequalification:
 - for intellectual services covered by written orders;
 - when the prequalification process was unsuccessful or resulted in fewer than three (03) candidates per lot;

when the procurement schedule developed in accordance with applicable regulations shows that the procedural deadlines do not allow for compliance with the projected start or completion dates for the services;

when the call for bids is directed at service providers selected through the categorization process.

Paragraph 3

Call for Bids with a Design Competition

ARTICLE 79.— A call for bids may be accompanied by a design competition when technical, aesthetic, or financial considerations warrant specific design requirements.

ARTICLE 80.— (1) A call for bids with a design competition concerns:

- a) either the design of a project;
 - b) either the design of a project and the preparation of the related study;
 - c) either the design of a project and the preparation of the related study, as well as the monitoring and supervision of its implementation;
 - d) or the design and implementation of the project in the case of a design-build contract as provided for in Article 64 above.
- (2) Services eligible for competitions include, in particular, architectural projects, artistic works, projects in the fields of land-use planning and urban planning, and services covered by design-build contracts.
- (3) The competition is conducted based on a program established by the project owner, which specifies the requirements that the proposal must meet and, where applicable, sets the maximum budget for the project's execution.
- (4) The projects are reviewed by a jury whose members possess all the artistic and technical expertise necessary to evaluate the projects submitted to the competition under the best possible conditions.
- (5) The composition of the jury referred to in paragraph 4 above is determined by the tender regulations.
- (6) The competitive bidding process is conducted in accordance with the open bidding procedure.

ARTICLE 81.— (1) When the competitive bidding process involves the design of a project, bonuses, awards, or benefits are granted to the highest-ranked projects deemed satisfactory.

- (2) The specific rules for the design competition further provide that:
- a) either that the winning projects become, in whole or in part, the property of the Project Owner;
 - b) or that the Project Owner reserves the right to have all or part of the winning projects executed, subject to the payment of compensation set forth in the specific rules of the **tender**.
- (3) The evaluation criteria for the competition must prioritize the quality of the project over the designer's credentials and take into account the estimated cost of the project.
- (4) The specific rules of the competitive bidding process set forth the conditions under which the designers of the artistic works will, if applicable, be called upon to cooperate in the execution of their winning project.

ARTICLE 82.—When a competitive bidding process involves both the design of a project, the preparation of the related study, and the monitoring and supervision of its implementation, or on both the design and implementation of a project, the evaluation criteria must take into account the quality of the project and its estimated cost, as well as the bidders' references and the cost of the subsequent study, as applicable.

Paragraph 4

Two-Stage Bidding Process

ARTICLE 83.— (1) The project owner may use a two-stage bidding process when it wishes to base its selection on criteria of performance, operational constraints, and economic cost rather than on detailed technical specifications alone, and when it can demonstrate that it is unable to:

- to define the means by which its needs can be met;
 - to evaluate the available technical or financial solutions.
- (2) The use of a two-stage (02) competitive bidding process is subject to prior authorization by the Minister responsible for public procurement at the planning stage.

ARTICLE 84.— The procedure for awarding a contract through a two-stage (02) stages is as follows:

- a) In the first stage:
- the Project Owner or the Delegated Project Owner invites, through a public call for applications, candidates to submit proposals regarding the technical, qualitative, or other characteristics of the project based on the general principles of design or of performance standards defined in the tender documents and subject to subsequent technical and/or commercial adjustments.
 - Bidders must in all cases also demonstrate their qualifications by providing the requested information.
 - During this first stage, the Project Owner or the Delegated Project Owner may engage in discussions with bidders regarding the project scope.
 - Bidders shall not submit any price during this first stage.
 - The Project Owner or the Delegated Project Owner forwards the minutes of the discussion to the relevant procurement committees in accordance with the provisions of this Public Procurement Code relating to negotiations.
- b) During the second stage:
- Bidders are invited to submit final technical proposals with prices, based on the request for proposals prepared or revised by the Project Owner or the Delegated Project Owner, depending on the information gathered during the first stage.
 - A bidder who does not wish to submit a final bid may withdraw from the process. In this case, the Project Owner or the Delegated Project Owner is required to release the bidder's bid bond.
 - The Project Owner or the Delegated Project Owner may provide for a lump-sum payment to the candidates who submitted the best proposals, in accordance with the terms set forth in the Request for Proposals.

SUBSECTION III CONTENTS OF THE BID DOCUMENTS

Paragraph 1 Components of the Bidding Documents

ARTICLE 85.— (1) The bidding documents, prepared in accordance with the standard template developed by the agency responsible for regulating public procurement and put into effect by the Public Procurement Authority, shall include, in particular:



- a) the tender notice, drafted in French and English;
 - b) the general rules of the tender;
 - c) the specific rules of the tender, including, in particular, the criteria, sub-criteria, or evaluation grids for bids and the minimum qualification criteria for bidders;
 - d) the special administrative terms and conditions;
 - e) the special technical specifications for construction contracts;
 - f) the terms of reference for intellectual services contracts;
 - g) the technical specifications for supply contracts;
 - h) the unit price schedule template, if applicable;
 - i) the estimated breakdown table, which includes the quantities to be performed, or the cost estimate table when, for certain design contracts, the quantities must be provided by the bidder based on the proposed work methodology;
 - j) the price breakdown or price breakdown table, if applicable;
 - k) standard forms relating, in particular, to the bid, performance bonds, and, where applicable, supplies and their source;
 - 1) where applicable, technical documents or any other documents deemed necessary by the Project Owner.
- (2) In the context of international consultations, the bidding documents must specify—based on the nature and scope of the services to be performed—the applicable tax provisions, an indicative list of taxes, duties, and fees, as well as the procedures for their implementation and settlement.

Paragraph 2

Notice of Solicitation

ARTICLE 86.— The tender notice must specify, in particular:

- a) the tender reference, including the number, the type of tender, the identification of the Public Procurement Commission and the relevant Contract Oversight Commission, if applicable, the Project Owner or Delegated Project Owner, the fiscal year, as well as the date of signature and the subject matter;

- b) the financing;
- c) the budget allocation;
- d) the type of tender;
- e) the location(s) where the tender documents may be viewed;
- f) the conditions for obtaining the tender documents;
- g) the grounds for rejecting bids;
- h) the main criteria for bidder qualification or bid evaluation;
- i) the location, date, and deadlines for submitting and opening bids;
- j) the period during which bidders remain bound by their bids;
- k) the conditions that bids must meet, including the amount of the bid bond;
- 1) the maximum number of lots that a bidder may be awarded in the event of a division of the contract.

Paragraph 3

Special Tender Regulations

ARTICLE 87.— (1) The specific tender regulations must specify, among other things:

- a) the format and preparation of bids;
 - b) the conditions for the acceptance or rejection of bids;
 - c) the evaluation and qualification criteria;
 - d) the procedures for awarding the contract;
 - e) the procedures for applying national preference, if applicable.
- (1) For contracts involving quantifiable construction, supply, and service work, the qualification criteria are binary. They must be objective, verifiable, and quantifiable.
- (2) For contracts for non-quantifiable services, including intellectual services, the criteria for evaluating bids are based on a point system and broken down into subcriteria. The subcriteria for evaluating bids must be objective, verifiable, and, as much as possible, qualitative.



SUBSECTION IV

PUBLICATION AND DEADLINE FOR SUBMITTING BIDS

ARTICLE 88.— (1) The request for proposals notice is published in the Public Procurement Journal of the agency responsible for regulating public procurement, which has twenty-four (24) hours from the time of receipt to publish it.

- (2) Publications in other high-circulation media and other forms of advertising, such as radio announcements, newsstands, trade publications, or billboards, may be used only in addition to the above.
- (3) The Chair of the relevant Procurement Commission shall receive a copy of the call for bids from the Contracting Authority or the Delegated Contracting Authority within seventy-two (72) hours of its signature.

ARTICLE 89.— (1) The time limits granted to bidders for the submission of bids range from twenty-five (25) to fifty (50) business days from the publication of the call for bids notice in the Public Procurement Journal of the agency responsible for regulating public procurement.

- (2) This timeframe may be reduced to twenty (20) business days for smaller-scale services, in cases of obvious urgency, or for requests for quotes, and extended to ninety (90) days for international calls for bids or for complex or large-scale projects.

SUBSECTION V

BIDDERS' BIDS

ARTICLE 90.— (1) Subject to the provisions of Articles 51 and 52 of this Code, every bidder is required to submit the following documents along with its bid:

- documents providing information on the bidder's identification and location, and proof that the bidder is in business
- a copy of the document authorizing the signing of contracts on behalf of the company;
- a certificate of non-bankruptcy issued by a competent authority;
- a certificate issued by the body responsible for regulating public procurement, certifying that the bidder is not subject to any prohibition or disqualification provided for by applicable law;
- the bid bond, the terms and amount of which are specified in the bidding documents, in accordance with applicable regulations, if applicable;



- a certificate of good standing from the competent authorities confirming the payment of all taxes, duties, fees, contributions, levies, or charges of any kind;
 - a certificate of compliance with social security obligations issued by the social security administration;
 - the categorization certificate, if applicable.
- (2) For bidders based outside the country, the Specific Tender Regulations specify which documents are not required of them and which they must provide.
 - (3) The expiration date of the documents listed above must be later than the date the bidding process was launched.
 - (4) The validity period of the bid bond must exceed that of the bids by thirty (30) days. They are returned upon publication of the award results, with the exception of those for the successful bids, which must be replaced, if applicable, by the final bond.
 - (5) The bid bond may be replaced by a surety bond issued in accordance with the provisions of Article 141, paragraphs 1 and 2, of this Public Procurement Code.
 - (6) Any entity that has provided a personal and joint guarantee is required to comply, mutatis mutandis, with the provisions of Article 141, paragraphs 4 and 5, of this Public Procurement Code.
 - (7) Small and medium-sized enterprises with domestic capital and management, as well as civil society organizations, may provide, in lieu of the bid bond, either a certified check, a bank draft, a legal mortgage, or a guarantee from a banking institution or a financial institution authorized in accordance with applicable laws.
 - (8) A bid bond issued by an international financial institution is acceptable, provided that such institution formally designates a local correspondent approved by the Minister of Finance who acts as guarantor in the event of a claim.
 - (9) For services covered by purchase orders, certified checks and bank checks are accepted in lieu of the bid bond.

SUBSECTION VI

ON THE ADMISSIBILITY AND OPENING OF BIDS

ARTICLE 91.— (1) The administrative documents, the technical proposal, and the financial proposal must be placed in separate envelopes and submitted in a sealed package.

- (2) The envelopes referred to in paragraph 1 above, bearing the number and subject of the call for bids, shall be addressed to the Project Owner. They must not contain any indication of the bidder's identity.
- (3) Envelopes containing bids must be submitted against a receipt at the location specified in the request for proposals.
- (4) Upon receipt, the envelopes are assigned a serial number, marked with the date and time of submission, and recorded in the order of arrival in a special register maintained by the agency responsible for regulating public procurement. They must remain sealed until they are opened.
- (5) The opening of the bid-opening session must take place no later than one (01) hour after the deadline for receipt of bids specified in the bidding documents.
- (6) Bids received after the deadline for submission are inadmissible.

ARTICLE 92.— (1) The Chair of the Procurement Commission is required to ensure that the envelopes are closed and sealed. The Chair shall open them, conduct a summary review of the administrative documents submitted by the bidders, and initial the originals of the bids and the administrative documents.

- (2) He shall read aloud, or have read aloud, the administrative documents and the main elements of the bids, including the deadlines and, where applicable, the amounts of the financial bids and the discounts granted.
- (3) Attendance at the bid opening session is restricted to representatives of the bidders, and the number of representatives per bidder is limited to one (01), even in the case of a consortium.
- (4) Minutes of the bid opening are drawn up on the spot. These minutes of the bid opening note the admissibility of the bids, their administrative compliance, their prices, their discounts, and their completion deadlines. A copy of an excerpt from these minutes, to which the attendance sheet signed by all participants is attached, is provided to each bidder upon request.

- (5) The minutes of the bid opening session held by the Procurement Commission shall indicate, where applicable, the composition of the evaluation subcommittee. However, information regarding said composition shall remain internal to the commission.
- (6) The Chair of the Procurement Commission ensures that the originals of all bids received are retained.
- (7) The Chair of the Procurement Commission certifies a copy of the bidders' bids, which will be made available to the public procurement regulatory body at the end of the bid evaluation session.
- (8) For bids opened in two (02) stages, a sealed financial reference bid is forwarded to the public procurement regulatory body for safekeeping.
- (9) If any document in the administrative file is missing or non-compliant at the time of bid opening, the affected bidders are granted a period of forty-eight hours to produce or replace the document in question.

However, the absence of the bid bond at the time of opening will result in the rejection of the bid.

- (10) Upon completion of the bid opening, all bids—including those that have been rejected—are referred to an analysis subcommittee established by the Procurement Commission. This subcommittee consists of at least three members, including one (01) representative of the Project Owner or the Delegated Project Owner.

ARTICLE 93.— (1) For contracts for quantifiable construction, supply, and service work, the opening of administrative documents, technical proposals, and financial proposals takes place in a single step during the same session.

- (2) For non-quantifiable service contracts, including contracts for intellectual services, the administrative documents and technical proposals are opened first. Subsequently, only the financial proposals of bidders who have achieved the minimum required technical score are opened in the presence of the the bidders concerned.

SUBSECTION VII EVALUATION OF BIDS

ARTICLE 94.— (1) The Procurement Commission shall set the timeframe for the evaluation of technical and financial bids. This period shall not exceed ten (10) business days for smaller-scale projects and when the opening of bids

takes place in a single session, and fifteen (15) business days when the opening takes place in two separate sessions. For complex and large-scale projects, this period may be extended to twenty-one (21) business days.

- (2) The chairpersons and members of the evaluation subcommittee are preferably selected from the list of experts approved by the public procurement regulatory body, based on their expertise and experience in the field covered by the call for bids, and taking their availability.
- (3) The chairs and members of the evaluation subcommittees must be of good character, have a thorough understanding of public procurement procedures and regulations, and possess proven technical expertise in the relevant field.
- (4) The chairs and members of the evaluation subcommittees must refrain from any action that could compromise their objectivity and, in any case, must have no financial, personal, or other interest related to the contract under review.

ARTICLE 95.— (1) The evaluation subcommittee shall first determine whether the bidders are eligible and whether their bids are complete and substantially compliant with the requirements of the bidding documents. The rejection of a bid for non-compliance with the requirements of the bidding documents must be based solely on criteria contained in the specific rules of the call for bids.

- (2) It then conducts a detailed evaluation of the bids deemed compliant and that meet all the terms and conditions of the tender documents, applying exclusively the criteria made known to the bidders in the tender documents or through publication.
- (3) The Chair of the Procurement Commission may, upon the recommendation of the Analysis Subcommittee, request clarification regarding the bids from the bidders or from the relevant government agencies or organizations.
- (4) The clarifications requested and provided in writing may not, under any circumstances, result in any changes to the terms of the bid intended to make it more competitive.
- (5) The purpose of a request for clarification must be:
 - to locate information contained in the bid;
 - to verify the accuracy of information provided by a bidder, if necessary, with the relevant authorities;



- to ask a bidder to confirm the correction of a discovered calculation error or omission;
 - to provide clarification on technical aspects not understood by the evaluation subcommittee or on the content of the price breakdown; or
 - to justify the prices of bids deemed abnormally low.
- (6) The response time for requests for clarification shall not exceed seven (07) business days.
- (7) Requests for clarification, along with the responses received, are summarized in a summary note that is appended to the analysis report.
- (8) Fraudulent practices, falsification of documents, and false statements will result in the bid's disqualification.
- (9) In the event of a discrepancy between prices expressed in numeric form and those in written form, the price in written form shall prevail.

ARTICLE 96.— (1) In addition to the base bid, the bidder may propose alternatives when they are requested or when the possibility is explicitly provided for in the bidding documents.

- (2) The bidding documents must clearly specify how alternatives are to be taken into account in the evaluation of bids.

ARTICLE 97.— In the context of procurement below the threshold for purchase orders, and when expressly provided for in the bidding documents, the references of the project sponsor or a technical manager of a newly established domestic small or medium-sized enterprise shall substitute for those of the legal entity when the latter does not yet have the required number of years of experience or the required references.

ARTICLE 98.— (1) Upon completion of its work, the Analysis Subcommittee shall prepare an analysis report, which it shall submit to the Procurement Commission.

- (1) The analysis report shall consist of a single document, initialed and signed by all members of the subcommittee.
- (2) In the event of a disagreement, members who have not signed the analysis report are required to express their opinion in a written statement addressed to the Chair of the Procurement Committee, with a copy to the Project Owner or the Delegated Project Owner. The Chair of the Procurement Committee shall ensure that said statement is appended to the approved report.

- (3) The analysis report is presented to the Procurement Committee by the Chair of the Analysis Subcommittee or, where applicable, by a member of said subcommittee duly authorized by the Chair of the Analysis Subcommittee.

SUBSECTION VIII

AWARD OF PUBLIC CONTRACTS

ARTICLE 99.—Subject to compliance with the conditions for the admissibility of bids:

- a) the award of contracts for quantifiable works, supplies, and services shall be made to the bidder who has submitted a bid that meets the required technical and financial qualification criteria and whose bid is evaluated as the lowest;
- b) the award of contracts for non-quantifiable services, including intellectual services, and of contracts awarded following a competitive bidding process shall be made to the bidder submitting the bid evaluated as the best offer, based on a combination of technical, financial, and/or aesthetic criteria.

ARTICLE 100.— (1) When the subject matter of a public contract involves several types of services, the nature of the contract is determined by the type of service for which the amount is the most significant.

- (2) For small-scale construction contracts that can be performed by national micro-enterprises and small and medium-sized enterprises, the award criteria must take into account the bidder's prior performance on similar services and its location.

ARTICLE 101.— (1) Any award of a contract is formalized by a decision of the Project Owner or the Delegated Project Owner and notified to the successful bidder within a maximum of seventy-two (72) hours from the time of its signature.

- (2) The Contracting Authority or the Delegated Contracting Authority has five (5) business days to sign the award decision and publish the results, starting from the date of receipt of the final award recommendation from the competent Procurement Commission, unless the **procedure** is suspended.
- (3) The Contracting Authority or the Delegated Contracting Authority shall publish the results of the consultations in the Public Procurement Journal of the agency responsible for regulating public procurement, indicating the amount of the successful bidder's offer and the deadline.
- (4) The successful bidder has fifteen (15) business days from receipt to accept the contract or purchase order.



After this period, the Contracting Authority or the Delegated Contracting Authority reserves the right to cancel the award decision if the successful bidder fails to respond to a formal notice. In this case, the bid bond is forfeited, and the contract is awarded to the second-ranked bidder.

- (5) Unsuccessful bidders are requested to withdraw their bids within fifteen (15) business days, with the exception, if applicable, of the successful bidder. Bids not withdrawn within this period may be destroyed, without giving rise to any claim.
- (6) Upon publication of the results regarding the award of the contract, an excerpt from the analysis report pertaining to it shall be sent by the Project Owner or the Delegated Project Owner to each bidder who requests it.

ARTICLE 102.— (1) The Project Owner or the Delegated Project Owner may cancel a call for bids, without giving rise to any claim. However, when the bids have already been opened, such cancellation is subject to the approval of the Public Procurement Authority.

- (2) The Project Owner or the Delegated Project Owner shall notify the Chair of the competent Procurement Commission of its decision to cancel, with a copy to the body responsible for regulating public procurement and to the Public Procurement Authority.
- (3) The decision referred to in paragraph (2) above shall be published by the Project Owner or the Delegated Project Owner through an advertisement in the Public Procurement Journal of the body responsible for regulating public procurement.

ARTICLE 103.— (1) A call for bids may be declared unsuccessful only:

- a) when no bids have been received;
 - b) when, upon completion of the evaluation, no bid is found to comply with the requirements of the bidding documents, or if no financial bid is compatible with the available funding.
- (2) When the financial bid of the highest-ranked bidder exceeds the available funding, the Contracting Authority or the Delegated Contracting Authority shall award the contract to the next-ranked bidder whose bid is deemed satisfactory from both a technical and financial standpoint.
 - (3) When only one bid is deemed technically acceptable but exceeds the available funding, the Project Owner or the Delegated Project Owner may enter into negotiations with the bidder who submitted that bid, with the aim of reaching a satisfactory agreement.

- (4) When the financial bids of all bidders who meet the technical requirements exceed the available funding, the Project Owner or the Delegated Project Owner may suspend the procedure to seek additional funding or begin negotiations—in the order of the bids' ranking—with the relevant bidders.
- (5) The Project Owner or the Delegated Project Owner must ensure that the time required to secure funding or conduct negotiations falls within the bid validity period specified in the Request for Proposals, or, if necessary, formally obtain an extension thereof.
- (6) Negotiations with bidders must not result in any substantial change to the scope, nature, substance, or quality of the services. In any event, the financial impact of any changes to the bid may not exceed fifteen percent (15%) of the bid amount.
- (7) Any negotiations undertaken, regardless of the outcome, must be documented in minutes signed by both (02) parties, a copy of which shall be forwarded to the agency responsible for regulating public procurement.
- (8) Under no circumstances may negotiations concern unit prices or be conducted with more than one bidder at a time.
- (9) The Contracting Authority or the Delegated Contracting Authority shall publish the decision declaring the tender unsuccessful and notify the Chair of the relevant Procurement Commission, with a copy to the agency responsible for regulating public procurement.
- (10) In the event of a division into lots, the provisions set forth in the preceding paragraphs shall apply to each lot.

ARTICLE 104.— (1) The Contracting Authority or the Delegated Contracting Authority may, with the approval of the Public Procurement Authority, rescind its decision to award a contract without giving rise to a claim, provided that the contract has not yet been notified.

- (2) The decision to cancel shall, where applicable, be published in accordance with the provisions of Article 102, paragraph 3, of this Code.

ARTICLE 105.— (1) A Procurement Commission may propose to the Contracting Authority or the Delegated Contracting Authority that bids deemed abnormally low be rejected, provided that the bidder has been invited to submit written justifications and that such justifications have not been deemed acceptable.

- (2) Requests for justification, as well as the responses to be provided, must address, among other things:
 - a) the provision of a breakdown of prices, its content, and the consistency of the prices with the construction methods and the proposed schedule;



- b) the methods of manufacturing the products, the terms and conditions for providing the services, and the construction processes;
 - c) the comparative advantages or exceptionally favorable conditions available to the bidder for performing the work, supplying the products, or providing the services;
 - d) the originality of the project or work;
 - e) provisions regarding working conditions.
- (3) If the supporting documents provided by the bidder are deemed unacceptable, the public procurement regulatory body shall review the supporting documents and submit its findings to the Project Owner or the Delegated Project Owner within seven (07) business days of being referred the matter by the Project Owner or the Delegated Project Owner.
 - (4) The Contracting Authority or the Delegated Contracting Authority shall take into account the opinion of the public procurement regulatory body in reaching its decision.

SUBSECTION IX

NATIONAL PREFERENCE

ARTICLE 106.— (1) When awarding a contract through an international bidding process, a preference margin shall be granted—in the event of equivalent bids and in order of priority—to bids submitted by:

- a) a natural person of Cameroonian nationality or a legal entity incorporated under Cameroonian law;
 - b) a company whose capital is wholly or majority-owned by Cameroonian nationals;
 - c) a natural person or a legal entity demonstrating economic activity within the territory of Cameroon;
 - d) a consortium of companies that includes Cameroonian companies.
- 2) Bids are considered equivalent when they meet the required technical specifications.
 - (3) For contracts for construction work and quantifiable services, the margin of national preference is ten percent (10%) for the companies referred to in paragraph 1 above.
 - (4) For supply contracts, the national preference criterion may be taken into account only if the supply undergoes local or regional processing amounting to at least fifteen percent (15%).
 - (5) There is no provision for national preference in non-quantifiable service contracts, including those involving intellectual services.
 - (6) National preference may be applied only when the bidding documents so provide.

SUBSECTION X

SIGNING AND NOTIFICATION

ARTICLE 107.— (1) The Contracting Authority or the Delegated Contracting Authority has five (5) business days to sign the contract, starting from the date the successful bidder signs the draft contract.

- (2) The Contracting Authority shall notify the contractor of the contract within five (05) business days following the date of signature.

SECTION II

CONTRACTS AWARDED THROUGH THE PRIVATE NEGOTIATION PROCEDURE

ARTICLE 108.— A contract is considered a negotiated contract when it is awarded without a competitive bidding process, following prior authorization by the Public Procurement Authority and in accordance with the procedure described in Articles 110 and 111 of this Code.

ARTICLE 109.— A contract may be awarded by mutual agreement only in one of the following limited cases:

- a) for needs that can be met only by a service requiring the use of a patent, a process, or know-how
 , a license, or exclusive rights held by a single contractor, service provider, or supplier
- b) for the replacement, in cases of emergency, of defaulting contractors or suppliers;
- c) for works, supplies, or services and intellectual services which, in the event of an overriding emergency caused by force majeure, cannot be subject to the timeframes of a competitive bidding process;
- d) for supplies, services, or work that complement those covered by an initial contract performed by the same contractor, provided that the initial contract was awarded through a competitive bidding process and that the resulting supplemental contract covers only supplies, services, or work not included in the original contract but made necessary by unforeseen circumstances beyond the parties' control, and that such supplies, services, or work cannot be technically or economically separated from the main contract.

ARTICLE 110.— (1) The Contracting Authority or the Delegated Contracting Authority shall request prior authorization from the Public Procurement Authority to award the contract through a negotiated procedure. The request must be supported by a statement of reasons.



- (2) The Public Procurement Authority shall review the request and notify the applicant of its decision.
- (3) If authorization is granted, the Contracting Authority or the Delegated Contracting Authority shall proceed with direct consultation, without any obligation to advertise, of at least three
- (4) companies, except in the cases referred to in Article 109, paragraphs (a) and (d), of this Public Procurement Code.

ARTICLE 111.— (1) The solicitation documents, bidders' proposals, and the authorization for direct award shall be submitted to the Procurement Commission for review. The Commission has seven (07) business days to make its award recommendation.

- (2) For contracts not falling under the jurisdiction of the Central Contract Oversight Commission, the Contracting Authority or the Delegated Contracting Authority awards the contract.
- (3) For contracts referred to in Article 109(c) of this Code, the Contracting Authority or the Delegated Contracting Authority directly awards the contract as soon as authorization is granted by the Public Procurement Authority. In this case, the draft contract—accompanied by the authorization for direct award, the request for proposals, the successful bidder's proposal, and the evaluation report—is submitted to the Procurement Commission for its opinion. The Commission has five (5) calendar days to issue its opinion.
- (4) For contracts other than those referred to in paragraph 2 above, the Contracting Authority or the Delegated Contracting Authority shall forward the request for proposals and the successful bidder's proposal—including its administrative file—to the competent Central Contract Review Commission for its opinion. This commission has seven (07) business days to issue its opinion.
- (5) Pursuant to Article 51 of this Code, the successful bidder must provide administrative documentation prior to the final award of the contract.
- (6) With the exception of negotiated contracts that have been scheduled in the procurement plan; the Contracting Authority or the Delegated Contracting Authority has thirty (30) business days for the cases referred to in subparagraphs (a) and (d) of Article 109 of this Code and forty-five (45) days for the cases referred to in subparagraphs (b) and (c) of Article 109 of this Code, starting from the date on which prior authorization is obtained from the Public Procurement Authority to sign and notify the successful bidder of the contract, failing which the authorization for direct award shall lapse.

SECTION III

REQUEST FOR QUOTATION

ARTICLE 112.— (1) A request for quotation is a simplified procedure for consulting with companies or civil society organizations regarding the award of certain purchase orders that do not require the bidder to propose a



methodology for execution and for which verification of compliance with technical specifications does not require an evaluation by an analysis subcommittee.

- (2) The services that may be subject to a request for quotation include, in particular:
 - supplies, consumables, and miscellaneous materials; furniture;
 - tools and small equipment;
 - computer equipment;
 - light vehicles;
 - routine maintenance of public buildings and small structures;
 - road maintenance work, including brush clearing, weed removal, cleaning of structures and ditches, and trash removal;
 - repair of problem areas on unpaved or paved roads;
 - the manufacture and/or installation of pavers as part of labor-intensive projects;
 - quantifiable services, including security and grounds maintenance.
- (3) The qualification criteria may, where applicable, require proof of after-sales service.

ARTICLE 113.— (1) The solicitation is open to service providers operating in the relevant sector and meeting the qualification criteria specified in the request for quotation documents.

- (2) Request for Quotation documents are prepared by the Project Owner based on standard documents developed by the agency responsible for regulating public procurement.
- (3) The consultation notice is published under the same conditions as those for an open tender.
- (4) Price proposals are prepared based on the technical specifications and bill of quantities prescribed by the Contracting Authority.
- (5) Bids are received by the Contracting Authority and forwarded to the Procurement Committee for review, verification of compliance with technical specifications, and comparison.
- (6) The Procurement Commission proposes awarding the contract to the bidder whose bid fully complies with the administrative requirements and the provisions of the technical specifications and is the lowest bid.
- (7) The Contracting Authority decides on the award and publishes the result in the manner provided for in Article 102 of this Code.
- (8) The Contracting Authority shall forward a copy of the award decision to the agency responsible for regulating public procurement.

SECTION IV

PROCEDURES SPECIFIC TO CERTAIN CONTRACTS

SUBSECTION I

FRAMEWORK

AGREEMENTS

ARTICLE 114.— (1) Framework agreements that establish the minimum and maximum quantities of supplies or services that may be ordered during a specified period and performed as purchase orders are issued shall be entered into with a single contractor per lot following an open competitive bidding process.

- (2) Purchase orders are issued without negotiation or reopening of competition, in accordance with the terms expressly provided for in the contract.

ARTICLE 115.— (1) Framework agreements that give rise to subsequent standing orders shall be entered into with at least three (03) service providers per lot, who have been prequalified following a call for applications and based on their track record in the relevant field.

- (1) The prequalification procedure is subject to review by the relevant procurement committees.
- (2) For each subsequent call-off order, the Contracting Authority shall consult the holders of the framework agreement, or—where the framework agreement is divided into several lots—the holders of the lot corresponding to the relevant call-off order, in accordance with the terms set forth in the framework agreement.
- (3) The framework agreement may provide that the award of certain subsequent call-off contracts does not require a new competitive bidding process when it appears that such contracts can be performed only by a single prequalified service provider, subject to prior authorization by the public procurement authority.

ARTICLE 116.— Consultation documents relating to framework agreements shall be submitted for review by the competent procurement committees.

SUBSECTION I

INDIVIDUAL CONSULTANTS

ARTICLE 117.— (1) Individual consultants are natural persons recruited by a Project Owner or a Delegated Project Owner on the basis of their expertise to perform intellectual services that do not require the use of a multidisciplinary team.

- (2) Individual consultants are selected based on their qualifications, taking into account the nature of the assignment.

- (3) Consultants are selected by comparing the qualifications of those who have expressed interest in the assignment in response to a call for expressions of interest setting forth the terms of engagement.
- (4) To be selected, consultants must possess all the relevant minimum qualifications required, and those selected for recruitment must be the best qualified and capable of successfully completing the assignment. The assessment of their capabilities, as outlined in their resumes, is based on their degrees, prior experience, and, where applicable, their knowledge of the local context.
- (5) The prequalification report, which lists the candidates in order of merit, is prepared by the Project Owner. This report and the draft contract are submitted to the relevant Procurement Committee for approval.
- (6) Upon adoption of the report referred to in paragraph 4 above, the Project Owner sends the terms of reference for the assignment to the highest-ranked candidate and requests a financial proposal in order to begin negotiations on the work methodology and, if necessary, on unit prices.
- (7) If these negotiations prove unsatisfactory, the Contracting Authority shall invite the next qualified candidate on the list to negotiate.
- (8) When partners or permanent staff members of a consulting firm apply as individual consultants, the provisions regarding conflicts of interest set forth in this Code that apply to their parent firm shall also apply to them.

ARTICLE 118.—The recruitment of individual consultants falls under the threshold for letters of engagement.

SUBSECTION III

CONTRACTS AWARDED THROUGH COMPETITIVE BIDDING

ARTICLE 119.— (1) For contracts awarded through competitive bidding, the envelopes containing the administrative documents and artistic proposals are first opened by the Procurement Commission.

- (2) After the bids have been opened, the Procurement Committee forms a selection committee to evaluate the proposals.
- (3) The jury consists primarily of representatives from the trades involved in the project, and at least one (01) representative of the Project Owner.
- (4) Next, only the technical proposals—including the estimated project cost, the bidder’s references, and the total project cost—from bidders who have achieved the minimum score required for the competition itself are opened in the presence of the relevant bidders.



- (5) Before issuing its opinion, the jury may also summon the bidders in writing or by any other appropriate means to obtain clarification regarding their proposals.
- (6) The jury may consult any expert or technician who could provide insight on specific aspects of the proposed projects, or may appoint a subcommittee to analyze said projects before reaching a decision.
- (7) The jury may also ask one or more competitors to make certain modifications to their projects. These modifications may relate to the design and/or execution of the projects, including any resulting cost differences. The methods and costs proposed by the competitors may not be disclosed to the other competitors during the discussion.

ARTICLE 120.— (1) The jury shall evaluate and rank the proposals based on the criteria set forth in the competition rules as follows:

- a) When the competitive bidding process relates solely to the development of a project, the jury shall rank the projects based on the technical and aesthetic merit of each project and its total cost, in accordance with the criteria set forth in the competition rules.

The overall score is obtained by adding the technical score to the score for the estimated total cost of the project, according to the weighting specified in the tender documents.

- b) When the competition concerns the cases provided for in subparagraphs (b), (c), and (d) of Article 81 above, the jury reviews and evaluates the projects based on the technical and aesthetic merit of each project, its total cost, and the conditions for its potential implementation
in accordance with the criteria set forth in the competition rules.

The competition jury finalizes, where applicable, with the selected competitors, the terms of the proposed contract to be awarded for the conduct of the study, and/or the monitoring and supervision of its implementation, as the case may be.

The jury evaluates the bids to determine the most advantageous one. To this end, it adds up the scores obtained by each bidder on the competition itself, the estimate of the project's total cost, and the financial proposal, according to the weighting specified in the request for proposals.

- (2) Once the projects have been ranked, the jury shall invite the top-ranked bidder, by any means of communication that provides a verifiable date, to:
 - a. confirm the corrections to any clerical errors identified;
 - b. rectify the discrepancies identified.
- (3) To this end, the jury sets a deadline of no less than seven (07) business days from the date of completion of the evaluation of the proposed projects.

- (4) After reviewing the documents and responses received, the jury shall decide:
 - a) either to recommend to the Procurement Commission that it select the bidder in question;
 - b) or to recommend to the Procurement Commission that the bidder in question be disqualified if the bidder:
 - fails to respond within the specified time frame, fails to confirm the requested corrections, or fails to resolve the identified discrepancies;

submits a financial offer signed by a person not authorized to bind the bidder or includes restrictions or reservations.
- (5) In this case, the selection committee shall invite the bidder whose bid is ranked second, review the documents and responses received, and decide either to accept the bid or to reject it under the conditions set forth in (b) above.
- (6) If the selection committee does not accept the bidder whose bid is ranked next, it shall examine the responses and supporting documents under the same conditions set forth above until the conclusion of the procedure or until the competition is declared unsuccessful.

ARTICLE 121.— (1) The competition jury shall prepare minutes of each of its meetings. These minutes, which shall not be made public or disclosed to the competitors, shall record the discussions the jury had with the competitors and, where applicable, the observations or objections raised by the members or by the competitors, as well as the jury's opinion on such observations or objections.

- (2) These minutes, signed by the chair and the members of the jury, must include the final results of the competition and state the grounds for the elimination of the disqualified contestants as well as the reasons justifying the jury's selection.
- (3) Where applicable, the reports of experts, technicians, or subcommittees shall be attached to the minutes.
- (4) The jury determines the final ranking of the selected projects and submits its recommendations to the Procurement Commission with a view to awarding the prizes provided for in the competition program and/or awarding the contract to the selected bidder, as applicable.

SECTION V ON THE DIGITALIZATION OF PROCEDURES

ARTICLE 122.— (1) Procurement procedures may be conducted electronically.

- (2) The use of the digitization procedure must comply, among other things,
 - a. the use of an appropriate information exchange system that ensures the integrity, confidentiality, and authenticity of the information;



- b. an electronic signature system.
- (3) The procedures for implementing digitization are set forth in a separate document issued by the Public Procurement Authority

TITLE IV ON THE EXECUTION AND MONITORING OF CONTRACTS

CHAPTER I GENERAL PROVISIONS

ARTICLE 123.— (1) Every contract shall be set forth in a single document written on one side only.

- (2) Public contracts and their amendments shall be notified by the Contracting Authority or the Delegated Contracting Authority.
- (3) Any public contract must be notified before any work begins.
- (4) Consequently, any claim relating to services performed prior to the notification of the contract is inadmissible.
- (5) Upon notification of the contract to the contractor, the Project Owner or the Delegated Project Owner has a period of fifteen (15) calendar days to issue the work order authorizing the commencement of services.
- (6) A copy of the work commencement order shall be sent by the Project Owner or the Delegated Project Owner to the agency responsible for regulating public contracts and to the Ministry responsible for public contracts within seven
- (7) calendar days of its notification.

SECTION I CONTENT OF PUBLIC CONTRACTS

ARTICLE 124.— Every contract must contain at least the following information:

- a) the subject matter and number of the contract;
- b) a statement of the source of funding for the expenditure and the budget line to which it is charged;
- c) the names of the contracting parties;
- d) the name of the Project Owner and/or the Delegated Project Owner;
- e) the contract manager and the contract engineer;
- f) proof of the authority of the person signing the contract and of the co-contracting party;

- g) a list, in order of priority, of the constituent documents of the contract, including, in particular: the bid or letter of commitment, the special administrative terms and conditions, the technical specifications or terms of reference, the cost estimate or detailed estimate, the schedule of unit prices, the breakdown of prices, and the general administrative terms and conditions to which it is specifically subject;
- h) the contract amount, along with the terms for its determination and, if applicable, for its revision or adjustment;
- i) tax and customs obligations;
- j) the deadline and place of performance;
- k) the conditions for establishing and returning security deposits;
- l) the date of notification;
- m) the bank account details of the government's contracting party;
- n) the terms for acceptance or delivery of services;
- o) the terms of payment for services;
- p) the accountant responsible for payment;
- q) the procedures for resolving disputes;
- r) the terms of termination;
- s) the competent court and the applicable law

ARTICLE 125.— (1) The drafting or formatting of all final documents constituting the contract shall be carried out by the Project Owner or the Delegated Project Owner.

- (2) Under no circumstances may the final contract alter the scope or nature of the services specified in the bidding documents. Only minor adjustments that have no financial impact or technical implications with respect to the selected bid are acceptable.

SECTION I ACCOUNTING OBLIGATIONS

ARTICLE 126.— (1) The Administration's contracting party is required to create and maintain:

- a) a contract-specific accounting record showing the various sources of funding, statements of amounts invoiced and amounts paid, as well as the source(s) of funding;
- b) a statement of tax and customs declarations relating to the contract.



- (2) Authorized audit bodies may, for verification purposes, access the accounting record referred to in paragraph 1 above for a period of up to three (3) years from the date of final acceptance of the services or the date of the last delivery under the contract in question.
- (3) The specifications referred to in Article 130 of this Code are expressly referenced in the contract.

ARTICLE 127.—The accounting records of the Administration’s contracting party must document transactions related to the contract as follows:

- a) expenses related to supplies, the acquisition of materials, raw materials, or manufactured items intended to be used in the performance of the contract;
- b) costs related to labor exclusively employed for the contract, as well as all other itemized charges or expenses;
- c) the statement of work performed or supplies delivered;
- d) invoicing for services rendered.

ARTICLE 128.—Project Owners or Delegated Project Owners are required to maintain up-to-date accounting records for public contracts, prepared in accordance with generally accepted standards in Cameroon. These records, based on supporting documentation, must clearly indicate, among other things,

- a) the commitments provided for in the contract during the fiscal year or the corresponding budgets;
- b) the sources of funding;
- c) contracts awarded during the fiscal year,
- d) invoices received and approved;
- e) the amounts paid.

SECTION III SPECIFICATIONS

ARTICLE 129.— The specifications set forth the conditions under which contracts are performed. They include the following general and specific documents:

- a) the General Administrative Terms and Conditions, which set forth the provisions relating to the performance and oversight of public contracts, applicable to an entire category of contracts;
- b) the special administrative terms and conditions, which set forth the administrative and financial provisions specific to each contract;
- c) all other technical specifications, general documents, and specific documents defining the characteristics of the work, supplies, or services.



SECTION IV CHANGES DURING THE PERFORMANCE OF THE CONTRACT

ARTICLE 130.— (1) The terms of a public contract may be amended only by means of an amendment.

- (2) However, the amendment may not alter the subject matter of the contract, the contractor, the currency of payment, or the formula for price revision or price adjustment.
- (3) The amendment is reviewed and approved by the procurement committees responsible for the base contract.
- (4) The total amount of the amendments is capped at thirty percent (30%) of the base contract amount.
- (5) Work orders that affect prices or deadlines constitute contractual acts for the management of a contract and are issued under the following conditions:
 - a) when a service order is likely to cause the contract amount to be exceeded, its signature is subject to financial justification by the Project Owner;
 - b) if the contract amount is exceeded, changes may only be made by means of an amendment, and payment for additional services may only be made after the amendment has been signed;
 - c) Service orders for additional services may be signed by the Project Owner or the Delegated Project Owner and formalized later by means of an amendment, provided that their financial impact is less than ten percent (10%) of the contract amount.
- (6) In any event, any modification affecting the technical specifications must be subject to a preliminary study of the scope, cost, and timeline of the contract.
- (7) Changes in the quantity of services shall be accounted for in accordance with the conditions set forth in the General Administrative Terms and Conditions.

SECTION V SUBCONTRACTING

ARTICLE 131.— (1) Any public contract may be subcontracted or give rise to sub-orders in accordance with the terms and conditions set forth in this Code and the General Administrative Terms and Conditions, provided that prior authorization is obtained from the Contracting Authority or the Delegated Contracting Authority.

- (2) Notwithstanding any use of subcontracting or suborders, the prime contractor remains responsible for the performance of all obligations arising from the contract.



ARTICLE 132.— (1) In the event of mandatory subcontracting, the bidding documents shall specify in advance the scope of the services to be subcontracted.

- (2) The percentage of services that may be subcontracted under a public contract is set forth in the General Administrative Terms and Conditions.
- (3) Services subject to subcontracting must be awarded, as a priority, to domestic small and medium-sized enterprises (SMEs) in which at least fifty-one (51) percent of the capital is held by nationals, and, in the event of insufficiency or unavailability, to SMEs and large enterprises in which at least thirty-three percent (33) of the capital is held by nationals.
- (4) A specific regulation issued by the Public Procurement Authority sets forth, by area of activity, the list of services that may be subcontracted.

ARTICLE 133.— (1) A bidder who intends to perform a contract by using one or more subcontractors must, at the time of submission, indicate in its bid the nature and amount of each service it undertakes to subcontract.

- (2) If the amount of a service to be subcontracted is equal to or greater than ten percent (10%) of the total contract amount, the bidder must attach to its bid the documents necessary to assess the technical and financial capacity of the subcontractor.

ARTICLE 134.— (1) In order to obtain authorization or approval for a subcontractor, the prime contractor shall submit to the Head of the Contracting Department, or send by certified mail, a file containing, in particular:

- a) the nature of the services to be subcontracted;
 - b) the name, business name, or corporate name and address of the proposed subcontractor;
 - c) the subcontractor's references in the relevant field;
 - d) the draft subcontract;
- (2) The subcontract must be consistent with the principal contractor's commitments.
 - (3) When the subcontractor is to be paid directly, the prime contractor is required, upon requesting authorization, to establish that the assignment or pledge of receivables arising from the contract does not prevent direct payment to the subcontractor.

ARTICLE 135.— (1) A joint contract exists when the services that are the subject of a contract are performed by separate companies as part of a consortium.

- (2) In the case of a joint venture, the bidding documents shall specify the procedures for submitting bids by the bidders.

ARTICLE 136.— (1) The Special Administrative Terms and Conditions must specify whether the consortium members are jointly or severally liable.

- (2) Consortia are jointly and severally liable when each member is responsible for the entire contract and must compensate for any failure on the part of its partners. One of the members must be designated in the Special Administrative Terms and Conditions as the lead contractor and represent the entire consortium in dealings with the Project Owner or the Delegated Project Owner. The co-contractors divide among themselves the funds paid by the government into a single account.
- (3) The consortium members are jointly liable when, with the services divided into lots, each of which is assigned to one of these companies, each company is responsible for the lot or lots assigned to it. One of them must be designated in the Special Administrative Clauses as the lead contractor, which is jointly and severally liable with each of the other companies for the contractual obligations toward the Project Owner or the Delegated Project Owner. The agent represents all of the joint companies vis-à-vis the Project Owner or the Delegated Project Owner for the performance of the Contract. Each company is paid by the Administration into its own account.

SECTION VI GUARANTEES

ARTICLE 137.—Subject to the provisions of Article 143 of this Code, any contract holder is required to provide:

- a) a bond guaranteeing the full performance of the services, hereinafter referred to as the “final bond”;
- b) a bond guaranteeing, where applicable, the proper performance of the contract and the recovery of any amounts for which the contractor is found liable under the contract, in lieu of the “retention bond” to be withheld from the advance payments made to the Administration’s contracting party, hereinafter referred to as the “performance bond.”

ARTICLE 138.— (1) The final bond shall not be less than two percent (2%) nor more than five percent (5%) of the initial contract amount, increased, where applicable, by the amount of any amendments.

- (2) The retention bond shall be withheld or the performance bond provided when the contract includes a warranty or maintenance period, and may not exceed ten percent (10%) of the initial contract amount, plus, where applicable, the amount of any amendments.
- (3) The retention or performance bond is not required for contracts for intellectual services.



ARTICLE 139.— (1) The final bond must be posted within twenty (20) calendar days following notification of the contract and, in any event, before the first payment.

- (2) The validity period of the final bond must cover the time required to perform the services until their provisional acceptance.
- (3) The validity period of the retention bond must cover the warranty or maintenance period specified in the contract, until final acceptance.
- (4) The terms and conditions for the return of the bonds are set forth in the General Administrative Terms and Conditions, subject to any exceptions that may be provided for in the Special Administrative Terms and Conditions.

ARTICLE 140.— (1) The bond may be replaced by a guarantee from an authorized banking institution, in accordance with applicable laws, issued in favor of the Project Owner or the Delegated Project Owner, or by a personal and joint guarantee.

- (2) Public contract awardees must provide guarantees issued by financial institutions that have been approved by the Minister of Finance or that have a local correspondent who has received such approval.
- (3) Small and medium-sized enterprises with domestic capital and management, as well as civil society organizations, may provide, in lieu of a surety bond, either a certified check, a bank draft, a legal mortgage, or a surety bond from a bank or an authorized financial institution in accordance with applicable laws and regulations.
- (4) Any entity that has provided a personal and joint guarantee, or any banking institution referred to in paragraph 1 above, is required to undertake to pay, upon the order of the Project Owner or the Delegated Project Owner and up to the amount guaranteed, any sums for which the Administration's contracting party may become liable under the contract.
- (5) The provisions of paragraphs 1, 2, and 3 above shall be implemented in accordance with the rules established by the Project Owner or the Delegated Project Owner.

ARTICLE 141.— (1) When the Administration's contracting party has fulfilled its contractual obligations:

- a) the final performance bond shall be returned following a release issued by the Project Owner or the Delegated Project Owner, effective as of the final acceptance of the work, supplies, or services, when the contract does not include a warranty period, or effective as of provisional acceptance when the contract does include such a period.
- b) the retention bond is released or the performance bond is returned following a release issued by the Project Owner or the Delegated Project Owner as of the final acceptance of the work, supplies, or services, which occurred after the expiration of the warranty period.

- (2) Upon the expiration of a period of thirty (30) calendar days, the competent authority is required to return the bonds or release the retention referred to in paragraph 1 above, upon simple request by the Administration's contracting party.
- (3) Upon expiration of the aforementioned period, the surety bonds shall cease to be effective, even in the absence of a release, unless the Project Owner or the Delegated Project Owner has duly notified the surety of the contractor that the contractor has failed to fulfill all of its obligations.
- (4) In such a case, the surety's obligation may be terminated only by a release issued by the Project Owner or the Delegated Project Owner.

ARTICLE 142.—Holders of a letter of order may be exempted from the obligation to provide the surety bonds provided for in Article 137 of this Code.

SECTION VII INSURANCE POLICY

ARTICLE 143.— (1) Where the Special Administrative Terms and Conditions so provide, any contractor is required to take out, with one or more licensed insurance companies, and upon notification of the contract, an insurance policy covering the risks associated with the performance of the services that are the subject of the contract.

- (2) In any event, the policy must cover all bodily injury, property damage, and consequential damages caused to third parties or to the works, effective from the day following its issuance until the final acceptance of the services or the end of the ten-year liability period, as applicable.
- (3) Unless expressly authorized by the Minister of Insurance, it is prohibited to purchase direct insurance coverage for a risk involving a person, property, or liability located in Cameroon from a foreign company that has not complied with the provisions of the CIMA Insurance Code.
- (4) Any contractor of foreign nationality or governed by foreign law who has taken out an export credit insurance policy in their country of origin is required to submit said policy to the Project Owner or the Delegated Project Owner and to the Autonomous Amortization Fund, if applicable, within a maximum of two (2) months from the date of notification of the contract.
- (5) The Contractor is required to notify the authorities and the agency referred to in paragraph 5 above of any claim or threat of a claim.



CHAPTER I

ON THE PRICE OF PUBLIC CONTRACTS

SECTION I

CHARACTERISTICS OF THE PRICE

ARTICLE 144.— (1) The contract price compensates the Administration's contracting party

- (2) The services covered by the contract are paid for either by lump-sum prices applied to all or part of the contract regardless of quantities, or by unit prices applied to the quantities actually performed:
- a) A lump-sum price is any price that compensates the contractor for a set of services, a work, or a part of a work, as defined in the contract. A lump-sum price must be established whenever the services are clearly defined at the time the contract is concluded;
- b) A unit price is any price that applies to a basic service, a type of work, or a component of a project for which the quantities are indicated in the contract only on a provisional basis.

ARTICLE 145.— (1) Whether fixed or based on unit price, the price is firm when it cannot be modified due to foreseeable economic changes during the period of performance of the services.

- (2) Notwithstanding the provisions of paragraph 1 above, the price is subject to revision.

SECTION II

VARIATIONS IN CONTRACT PRICES

ARTICLE 146.—(1) The inclusion of a price revision clause in a contract is not mandatory; prices should be agreed upon as fixed as often as possible.

- (2) Any contract with a performance period of twelve (12) months or less may not be subject to price revision.
- (3) A service is subject to price revision if the contract provides for a change in the initial amount as the contract is performed.
- (4) Unless waived following negotiations between the Project Owner or the Delegated Project Owner and the contract holder, the price must be subject to adjustment when the contract is at a fixed price and a period of at least six (6) months has elapsed between the date of bid opening and the date of contract award notification.
- (5) When a contract is a fixed-price contract, it may be subject to adjustment if the contractual deadlines of the base contract are exceeded by more than two (02) months for reasons not attributable to the contractor.

- (6) A contract is either subject to revision or subject to price adjustment under the conditions set forth in paragraphs 3, 4, and 5 above.
- (7) Price revisions or adjustments pursuant to the contractual provisions do not give rise to the execution of amendments.

SECTION III

PROCEDURES FOR REVISING OR ADJUSTING CONTRACT PRICES

ARTICLE 147.— (1) The procedures for price revision and adjustment must be explicitly provided for in the base contract.

- (2) Any contract with a revisable price must include:
 - a) either a single adjustment formula, applicable to the entire service;
 - b) either several complete, independent formulas, each of which applies to a service for which the price is specified individually in the contract;
 - c) or one formula per currency of payment, if there are multiple currencies, using the indices of the country of origin of the inputs.
- (3) Adjustment formulas must include a fixed component of at least zero point fifteen (0.15).
- (4) The adjustment threshold represents the percentage at which a change in the contract's total price triggers a price adjustment.
- (5) The neutralization margin is the portion of any increase that, in any event, remains the responsibility of the contract holder, or the portion of any decrease from which, conversely, the contract holder benefits.
- (6) The neutralization margin is always less than or equal to the adjustment threshold.
- (7) The neutralization margin is deducted from the adjustment coefficient.
- (8) The adjustment factor applies:
 - a) to services performed during the month; deductions of any kind, including those related to work performed on a cost-plus basis, bonuses, and reimbursements of advances, are applied to the adjusted amount;
 - b) to penalties;
 - c) to late-payment interest.
- (9) It is prohibited to introduce, by means of an amendment, a price adjustment clause into a contract awarded on the basis of a fixed price.
- (10) When a contract includes a price adjustment clause, it must specify the date on which the initial price was established, as well as the terms and conditions for adjusting said price.

- (11) The adjustment formula developed in accordance with this article must not include a neutralization margin.
- (12) The public procurement regulatory body is responsible, in collaboration with the Project Owner or the Delegated Project Owner and the other relevant government agencies, for verifying the statements of amounts due for price adjustments and revisions that have been duly approved by the contract engineer and the contract department head, prior to any payment.
- (13) It has fifteen (15) business days to issue its opinion upon receipt of the file.
- (14) In any event, price revisions or adjustments are capped at twenty-five percent (25%) of the contract amount, failing which the contract may be terminated, unless an exception is granted by the Public Procurement Authority.

However, if both parties do not wish to terminate the contract, they may either agree to perform the contract in full up to this cap, amend the price adjustment formula via an amendment to comply with the aforementioned cap, or enter into negotiations to establish new, lower prices.

SECTION IV

WORK PERFORMED ON A COST-PLUS BASIS

ARTICLE 148.— (1) When a contract includes services performed on a cost-plus basis, such services shall be carried out at the direction and under the responsibility of the Project Owner or the Delegated Project Owner. In this case, the Special Administrative Clauses must specify the nature, method of calculation, and value of the various elements that contribute to determining the final payment amount.

- (2) The amount of the work performed on a cost-plus basis referred to in paragraph 1 above may not exceed two percent (2%) of the contract amount, including all taxes (TTC).

ARTICLE 149.— (1) In the event of a duly established default by the Administration's contracting party, the Project Owner or the Delegated Project Owner may, instead of terminating the contract, and after obtaining the express authorization of the Public Procurement Authority, order full or partial direct supervision at the expense and risk of said contracting party.

- (2) The conditions for performing the work under direct supervision are defined by a specific regulation issued by the Public Procurement Authority.

SECTION V

Pledging of Assets

ARTICLE 150.— (1) Any public contract entered into in accordance with the provisions of this Code may be financed through a security interest, subject to any form of assignment of claims.

- (2) The pledge provided for in paragraph 1 above shall take the form of a synallagmatic contract between the Government’s contracting party and a third party referred to as the “secured creditor.”
- (3) The secured creditor shall notify, by any means leaving a written record, or shall serve upon the Project Owner or the Delegated Project Owner and the accounting officer responsible for payment, a certified true copy of the original security agreement.
- (4) Effective as of the notification or service of process provided for in paragraph 3 above, and unless payment is prevented, the accounting officer responsible for payment shall pay the secured creditor directly the amount of the claim or the portion of the claim that has been pledged to the secured creditor.
- (5) If the security interest has been created in favor of multiple creditors, each creditor shall receive the portion of the claim allocated to them in the schedule, the details of which are notified or served on the paying officer.
- (6) No change in the designation of the paying officer or in the terms of payment—except in the latter case with the written consent of the secured creditor—may be made after the pledge has been notified or served.
- (7) The release of the notifications or service of the pledge shall be given by the secured creditor to the paying agent, who holds the copy of the deed of pledge provided for in paragraph (3) above, by any means leaving a written record. It shall take effect on the second business day following the day on which the paying agent receives the document notifying him or her thereof.
- (8) The rights of secured or subrogated creditors are superseded only by the liens provided for by applicable laws or regulations.

CHAPTER III

MONITORING, SUPERVISION OF EXECUTION, AND SETTLEMENT OF PUBLIC CONTRACTS

SECTION I

MONITORING AND CONTROL OF THE PERFORMANCE OF PUBLIC CONTRACTS

ARTICLE 151.— (1) The performance of public contracts is subject to monitoring and supervision by:

- a) the Project Owner, or the Delegated Project Owner through the Department Head; the contract engineer and the Project Manager, if applicable;
- b) the Ministry responsible for public procurement through unannounced inspections;
- c) the independent auditor through ex post audits of public procurement contracts;



- d) other state oversight bodies provided for by applicable laws and regulations.
- (2) The oversight of public procurement implementation aims to ensure compliance with standards of quality, comfort, safety, and durability of the project.
- (3) Project management is carried out by a natural person or a legal entity under private law for construction and supply contracts exceeding the thresholds set by a specific regulation issued by the Public Procurement Authority.
- (4) However, for government agencies that possess the appropriate technical capabilities or whose governing statutes cover technical studies or inspections, the Ministry responsible for public procurement may grant them approval to waive this requirement for private project management.
- (5) For contracts whose amounts are below the thresholds referred to in paragraph 3 above, contracting authorities or delegated contracting authorities that do not possess the required expertise must engage an external project management entity under public or private law to oversee the execution of the work.
- (6) When project management is public, it is carried out by the contract engineer.
- (7) For contracts for intellectual services involving studies and audits, project management takes the form of a Monitoring and Technical Acceptance Committee. This committee includes, among others, members from outside the services of the Project Owner or Delegated Project Owner.
- (8) When the Contracting Authority or the Delegated Contracting Authority does not have qualified personnel to prepare and monitor the execution of insurance contracts, it may call upon the external expertise of a specialist in the field covered by the insurance to define the technical specifications of the services to be performed and/or to monitor the execution of the contract. This professional, in cases where he or she is called upon to act as a broker, must be licensed in accordance with the regulations in force.

ARTICLE 152.— (1) Pursuant to the provisions of Law No. 99/017 of December 22, 1999, and its subsequent amendments, governing the quality control of soils, construction materials, and geotechnical studies, the performance of contracts subject to these controls is contingent upon the contractor's submission of a certificate of compliance attesting that said controls were properly conducted and found to be satisfactory.

- (2) The certificate is issued by the government agency responsible for quality control of soils and construction materials, based on a technical dossier submitted by the project manager and, where applicable, by the contractor.

ARTICLE 153.— (1) For construction contracts where supervision of the work is not provided by a private project manager, the contract manager, the contract engineer, and other parties involved in monitoring and supervising the performance of the services shall receive compensation set by a decision of the Project Owner or the Delegated Project Owner.

- (2) This compensation, as well as the equipment necessary for supervision, shall be borne by the budget of the Project Owner or the Delegated Project Owner.

ARTICLE 154.—The Project Manager, whether public or private, is required to submit monthly and final reports to the Project Owner or the Delegated Project Owner, the Minister responsible for public procurement, and the agency responsible for regulating public procurement.

ARTICLE 155.—The procedures for carrying out public project management are set forth in a separate regulation issued by the Public Procurement Authority.

SECTION II

ACCEPTANCE COMMITTEES

AND MONITORING AND TECHNICAL

ACCEPTANCE COMMITTEES

ARTICLE 156.— (1) Services performed under public procurement contracts are systematically subject to acceptance by a committee whose composition is specified in the Special Administrative Terms and Conditions of the contract and in accordance with the procedures defined by the General Administrative Terms and Conditions for works, supplies, services, and intellectual services.

- (2) For works and supplies contracts, the acceptance committee is authorized to conduct partial, provisional, and/or final acceptance.
- (3) For consulting and audit contracts, acceptance is carried out by a Monitoring and Technical Acceptance Committee.
- (4) The acceptance committee for works contracts, or the monitoring and technical acceptance committee, verifies, where applicable, the existence of certificates of conformity as well as the pre-acceptance report, before declaring acceptance of the works or technical acceptance of the studies.

ARTICLE 157.— (1) Acceptance or monitoring and technical acceptance procedures must result in the immediate signing of an acceptance report stating whether acceptance has been granted or not and, if applicable, the conditions to be met, along with deadlines, before such acceptance is granted.

- (2) To be valid, the acceptance report must be signed by at least two-thirds (2/3) of the members, including the Chair.
- (3) The Chair, members, and rapporteurs receive, on the occasion of receptions and technical meetings, an allowance set by a decision of the Project Owner or the Delegated Project Owner.
- (4) This allowance is paid from the budget of the Project Owner or the Delegated Project Owner.



SECTION III OF THE PUBLIC PROCUREMENT REGULATIONS

SUBSECTION I GENERAL PROVISIONS

ARTICLE 158.— (1) Subject to the provisions arising from loan agreements or conventions or international conventions, any payment relating to a public contract shall be made by transfer to an account held at a bank or a first-tier financial institution incorporated under Cameroonian law and duly authorized in accordance with applicable laws, or by documentary credit.

- (2) Any drawdown on external financing credit is subject to prior approval by the Caisse Autonome d'Amortissement.
- (3) Any change in the designated bank account may be made only by means of an amendment.
- (4) Transactions carried out by the Administration's contracting party that may give rise to the payment of advances, installments, or final payments shall be recorded by any means leaving a written record or, where applicable, in accordance with the procedures set forth in the General Administrative Terms and Conditions.

SUBSECTION I: ADVANCES

ARTICLE 159.—When expressly provided for in the Special Administrative Terms and Conditions, a start-up advance or an advance for supplies shall be granted to the Administration's contracting party for the purpose of carrying out the operations necessary to perform the services provided for in the contract.

ARTICLE 160.— (1) The Administration's contracting party may, upon simple request addressed to the Contracting Authority or the Delegated Contracting Authority and without supporting documentation, obtain a start-up advance, the amount of which may not exceed twenty percent (20%) of the initial price, including tax, of the contract for works or services and intellectual services, and forty percent (40%) for supply contracts.

- (2) The rates mentioned above are calculated either on the initial contract amount or on the amounts corresponding to each installment for installment contracts.
- (3) In the case of standing orders, the amount of the start-up advance is calculated based on the maximum amount that can be executed for a given period.
- (4) The start-up advance is repaid by deduction from the amounts due to the contractor during the performance of the contract, in accordance with the terms set forth in the contract. Repayment begins when the value of the work performed under the contract, expressed in base prices,

reaches or exceeds forty percent (40%) of the initial contract amount or the tranche amount, and ends when this percentage reaches eighty percent (80%). If the contract does not provide for interim payments and is subject to a single payment, the start-up advance is deducted in a single installment from the single payment.

- (5) This startup advance must be 100 percent guaranteed by a bank incorporated under Cameroonian law or a first-tier licensed financial institution, in accordance with applicable laws and regulations.
- (6) The start-up advance referred to in paragraph 1 above shall be paid to the Administration's contracting party in accordance with the terms set forth in the Special Administrative Clauses.
- (7) The payment provided for in paragraph 6 above shall be made after the required guarantees have been established, in accordance with the provisions of this Code.

ARTICLE 161.— (1) Advances for procurement may be granted to cover expenses incurred in connection with the performance of the work, supplies, or services that are the subject of a contract.

- (2) Each contract must specify the specific administrative or technical conditions to which the payment of advances is subject, in accordance with the rules set forth in this Code.
- (3) Advances for procurement shall be paid upon presentation of supporting documentation for disbursements, which shall be verified by the Contracting Authority or the Delegated Contracting Authority.
- (4) Any advance payment for supplies is contingent upon one of the following:
 - a) delivery to the construction site or an annex to the construction site of materials, raw materials, or manufactured items intended for the performance of the contract, provided that:
 - b) that they have been acquired in full ownership by the Administration's contracting party and actually paid for by that party;
 - c) that they are sorted in such a way that there is no doubt as to their intended use;
 - d) that they can be inspected by the Project Owner or the Project Manager designated for that purpose.
- (5) Advances for procurement granted as part of preliminary expenses must be tracked in the contracting party's accounting records until they are settled. They are reimbursed, at a rate specified in the contract, by deduction from sums subsequently due to the contractor as an installment or final payment. The reimbursement schedule takes into account the proportion of the items for which an advance was granted in the portion of the contract already completed.
- (6) In all cases, the contractor is responsible for safeguarding the materials for which a supply advance was granted until the work is accepted.

SUBSECTION III: ADVANCE PAYMENTS

ARTICLE 162.— (1) Unless otherwise provided in the Special Administrative Clauses, the Administration's contracting party may receive periodic advance payments.

- (2) The terms and conditions for the payment of progress payments are set forth in the Special Administrative Clauses.
- (3) Any payment of an installment is contingent upon the performance of the services provided for in the contract and accepted in accordance with the terms of Articles 157 and 158 of this Code, subject to proof of payment by the Administration's contracting party when such services have been performed by subcontractors.
- (4) In the event of non-payment to a subcontractor for services already paid for by the Project Owner, the latter may take enforcement measures against the contract holder, including direct payment to the subcontractor.

ARTICLE 163.— (1) The prime contractor has a maximum of thirty (30) business days from the date of receipt of the invoice to make payment to the subcontractor.

- (2) Payment to the subcontractor may be made by the Project Owner when the amount of the work subcontracted to a single company is equal to or greater than ten percent (10%) of the total contract amount and any amendments thereto, or when it is established that the prime contractor is engaging in fraudulent practices against the subcontractor.
- (3) In the event of direct payment by the Project Owner or the Delegated Project Owner, the prime contractor has fifteen (15) business days, counted from the date of receipt of the supporting documents serving as the basis for the invoice to be paid, to accept or reject the invoice, providing a reason for the rejection. After this period, the prime contractor is deemed to have accepted the said documents. Notifications shall be sent by certified mail with acknowledgment of receipt or by delivery against receipt. The invoice must comply with the terms set forth in the subcontracting agreement.
- (4) Payments made to subcontractors or payments made by subcontractors to third parties in compensation for work performed within the territory of Cameroon shall be made through financial institutions authorized by the Minister of Finance.
- (5) Subcontractors shall take out insurance with insurance companies established in Cameroon.

ARTICLE 164.— (1) The amount of an installment payment may not exceed the value of the services to which it relates, less any reimbursed advances and, where applicable, the retention. This value is determined in accordance with the provisions of the contract.



- (2) In the case of progress payments made based on technical phases of execution, the contract may set the amount of each progress payment on a lump-sum basis, as a percentage of the initial contract amount. The deductions referred to in paragraph 1 above apply under the same conditions.

ARTICLE 165.— (1) Progress payments must be made monthly or at intervals agreed upon by the Contractor and the Client’s representative.

- (2) Progress payments may be staggered over the duration of the contract, according to periodic intervals or based on technical phases of execution, as defined in the contract.
- (3) Interim payments shall be made within a maximum of ninety (90) business days from the date on which the findings entitling the contractor to payment are submitted to the competent accountant.
- (4) The General or Special Administrative Terms and Conditions specify the timeframes within which the Department Head or, where applicable, the Project Manager must issue the findings entitling the contractor to an interim payment.
- (5) In all cases, the payment of installments must not exceed sixty (60) business days from the date the draft statement of account is submitted to the project manager, provided that it does not require any corrections.

SUBSECTION IV DELINQUENCY INTEREST AND PENALTIES

ARTICLE 166.—When a failure to pay within the time limits set forth in the Special Administrative Provisions is attributable to the Project Owner, the Delegated Project Owner, or the designated accountant, failure to make payment within the time limits set forth in the Special Administrative Clauses shall automatically trigger, for the benefit of the Contract Holder, the accrual of late payment interest calculated from the day following the expiration of said time limits until the date of issuance of the “settlement notice” by the designated accountant.

ARTICLE 167.— (1) The rate of default interest is the lending rate for businesses applied by the Bank of Central African States (BEAC), plus one (1) percentage point.

- (2) For payments to be made in a currency other than the CFA franc, the rate of default interest corresponds to the discount rate applied by the issuing bank of that currency, increased by no more than one (01) point.
- (3) The amount of default interest is calculated using the following formula:

$I = M \times (n/360) \times (i)$ where:



M = Total amount (including tax) owed to the holder

N = Number of calendar days in arrears

I = The BEAC's corporate lending rate plus one (1) point, or the discount rate applied by the issuing bank of the relevant currency plus no more than one (1) point, as applicable.

- (4) Late payment interest shall not apply to amounts that already include penalties for late payment.
- (5) Late payment interest is not taxable.

ARTICLE 168.— (1) In the event that the contractor exceeds the contractual deadline, a late penalty shall be imposed, the amount of which, unless otherwise specified in the contract, shall be set as follows:

- a) one two-thousandth (1/2000th) of the base contract amount, including tax, for each calendar day of delay from the first to the thirtieth day beyond the contractual deadline set forth in the contract;
- b) one thousandth (1/1000th) of the base contract amount, including tax, for each calendar day of delay beyond the thirtieth day.
- (2) For contracts with conditional phases, the deadlines and amounts to be taken into account are those of the phase in question.
- (3) The waiver of late penalties for a contract may be granted by the Contracting Authority or the Delegated Contracting Authority only after a favorable opinion has been issued by the body responsible for regulating public procurement.
- (4) A copy of the decision to waive the penalties, supported by the aforementioned favorable opinion, shall be forwarded to the public procurement regulatory body for all intents and purposes.

ARTICLE 169.— (1) In addition to penalties for exceeding the contractual deadline, the contract may provide for specific penalties for failure to comply with technical or safety provisions.

- (2) In any event, the cumulative amount of penalties may not exceed ten percent (10%) of the total contract amount (including tax) of the base contract and its amendments, if any, under penalty of termination.

TITLE V DISPUTES AND SANCTIONS

CHAPTER I DISPUTES

SECTION I DISPUTES DURING THE CONTRACT AWARD PHASE

SUBSECTION I APPEALS BY CANDIDATES AND BIDDERS

ARTICLE 170.—(1) Any candidate or bidder who considers that they have been wronged in the public procurement process may file an appeal, depending on the stage of the process, either with the Contracting Authority or the Delegated Contracting Authority, or with the Appeal Review Committee.

- (2) To be admissible, any appeal must specify a fact or a violation of this Public Procurement Code, the regulations governing public procurement, or the relevant request for proposals.
- (3) These appeals may be filed at the following stages:
 - the prequalification phase;
 - between the publication of the request for proposals and the opening of bids;
 - at the opening of bids;
 - upon completion of the technical bid evaluation phase, when the opening of bids takes place in two stages;
 - between the publication of the results and the award of the contract.

ARTICLE 171.— (1) During the prequalification phase, an appeal may concern requests for reconsideration of the solicitation or prequalification conditions, or requests for reconsideration of decisions or actions taken by the Project Owner or the Delegated Project Owner during the prequalification procedure.

- (2) Candidates have five (05) business days prior to the deadline for submitting applications and five (05) business days after the publication of the prequalification results to file their appeals with the Project Owner or the Delegated Project Owner, with a copy to the Public Procurement Authority and the public procurement regulatory body.

ARTICLE 172.— (1) Between the publication of the request for proposals and the opening of bids:

- a) the appeal must be addressed to the Project Owner or the Delegated Project Owner, with a copy to the Public Procurement Authority and the body responsible for regulating public procurement;



- b) it must be received by the Project Owner or the Delegated Project Owner no later than fourteen (14) business days before the date of opening of the bids;
 - c) the Project Owner or the Delegated Project Owner has five (05) business days to respond. A copy of the response is forwarded to the Public Procurement Authority and the body responsible for regulating public procurement;
 - d) In the event of a disagreement between the petitioner and the Project Owner or the Delegated Project Owner, the petitioner shall file an appeal with the Appeals Review Committee.
 - e) this appeal does not have suspensive effect.
- (2) An appeal at this stage may concern
- a) the compliance of the solicitation documents with
 - the b) the technical specifications adopted;
 - c) the evaluation criteria;
 - d) the conditions for publishing notices;
 - e) the rules governing candidate participation and the required capabilities and guarantees;
 - f) the procurement method and the selection procedure adopted.

ARTICLE 173.— (1) Upon the opening of the bids, an appeal may relate only to the conduct of that stage, in particular compliance with procedures and the validity of the documents reviewed.

- (2) The appeal must be addressed to the Appeals Review Committee, with copies to the Project Owner or the Delegated Project Owner, the Chair of the relevant Procurement Commission, the agency responsible for regulating public procurement, and the Public Procurement Authority.
- (3) It must be received no later than three (03) business days after the opening of the bids.
- (4) This appeal does not have suspensive effect.

ARTICLE 174.— (1) Upon completion of the technical bid evaluation phase, when the opening of bids takes place in two (02) stages, the Project Owner or the Delegated Project Owner is required to inform the bidders of the results of the technical bid evaluation prior to the opening of the financial bids.

- (2) Bidders who are not qualified following the evaluation of technical proposals may file an appeal with the Committee responsible for reviewing appeals, with copies to the Contracting Authority or the Delegated Contracting Authority, the Chair of the relevant Procurement Commission, and the Public Procurement Authority.
- (3) The appeal must be filed within a maximum of three (03) business days after the session for opening the financial bids.

ARTICLE 175.— (1) Between the publication of the results and notification of the award, appeals may relate only to the award itself.

- (2) The appeal must be addressed to the Committee responsible for reviewing appeals, with copies to the Project Owner or the Delegated Project Owner, the Chair of the relevant Procurement Commission, the body responsible for regulating public procurement, and the Public Procurement Authority.
- (3) It must be filed within a maximum of five (05) business days after the publication of the results.
- (4) This appeal may result in the suspension of the procedure, at the discretion of the public procurement regulatory body.
- (5) The suspension of the procedure is lifted by the Public Procurement Authority after reviewing the findings of the Appeals Review Committee.
- (6) Unless an appeal is filed, notification of the award must be made no later than fifteen (15) calendar days after the publication of the results.

ARTICLE 176.—(1)For appeals referred to in Articles 173, 174, 175, and 176 of this Code, the Appeals Review Committee shall seek the opinion of the public procurement regulatory body, which shall investigate the appeal and submit its findings to the Appeals Review Committee within a maximum of seven (7) calendar days from the date the matter is referred to it.

- (2) After validating the conclusions of the public procurement regulatory body, the Appeals Review Committee shall submit proposals for appropriate sanctions to the Public Procurement Authority.
- (3) The decision of the Public Procurement Authority is binding on both parties.

ARTICLE 177.— (1) After the award results are published, an excerpt from the bid evaluation report pertaining to a bidder shall be provided to that bidder upon request addressed to the Contracting Authority or the Delegated Contracting Authority.

- (2) Under penalty of forfeiture, any request must be filed within the time limits specified in Articles 172, 173, 174, 175, and 176 of this Code.
- (3) The review of appeals may result in the procedure being restarted or canceled.



SUBSECTION I

DISAGREEMENTS BETWEEN THE PROCUREMENT COMMITTEE AND THE CONTRACTING AUTHORITY OR THE DELEGATED CONTRACTING AUTHORITY

ARTICLE 178.— (1) When the Project Owner or the Delegated Project Owner does not approve a proposal from the Procurement Commission, they are required to request that the Commission reexamine the case, stating their reservations, within three (03) business days from the date of receipt of the proposal from the relevant commission.

- (2) Following the reexamination, the Chair of the Procurement Commission shall inform the relevant Project Owner of the results of the new deliberation.
- (3) If the disagreement persists, the Contracting Authority or the Delegated Contracting Authority shall refer the matter to the Public Procurement Authority.
- (4) The Public Procurement Authority may seek the opinion of the public procurement regulatory body, which in this case has seven (7) business days to provide it.
- (5) Notification of the contract is subject to the decision of the Public Procurement Authority.

SUBSECTION III

DISAGREEMENTS BETWEEN THE CENTRAL CONTRACT CONTROL COMMISSION AND THE CONTRACTING AUTHORITY OR THE DELEGATED CONTRACTING AUTHORITY

ARTICLE 179.— (1) In the event of a disagreement between the Central Market Oversight Commission and the Project Owner or the Delegated Project Owner, the latter is required to request a reexamination of the case by the Central Market Oversight Commission, stating its reservations, within seven (7) business days from the date of receipt of the notification of the results of the deliberations of the relevant Central Market Oversight Commission.

- (2) Following the re-examination, the Chair of the Central Market Oversight Commission shall notify the Project Owner or the Delegated Project Owner of the results of the review.
- (3) If the disagreement persists, the Project Owner or the Delegated Project Owner shall notify the Central Market Control Commission of its final decision within five (05) calendar days from the date of receipt of the notification of the Central Market Control Commission's final opinion.
- (4) After this period, the Chair of the Central Commission for Contract Oversight shall forward the case file to the Public Procurement Authority.

- (5) The Public Procurement Authority may request the opinion of the market regulatory body, which in such cases has seven (07) days to provide it.
- (6) The decision of the Public Procurement Authority is binding on both (02) parties.

SECTION I DISPUTES DURING THE EXECUTION PHASE

Subsection I: Termination

Paragraph 1 Prerequisites for Termination

ARTICLE 180.— (1) When the Administration’s contracting party fails to comply with the terms of the contract or the related service orders, as applicable, the Project Owner or the Delegated Project Owner shall issue a formal notice requiring compliance within a specified period.

- (2) This period may not be less than twenty-one (21) calendar days, unless otherwise provided in the Special Administrative Clauses.
- (3) The application of the provisions of paragraphs (1) and (2) above shall not affect any applicable late penalties.

ARTICLE 181.— (1) If the Administration’s contracting party fails to comply with the provisions of Article 180 of this Code, the Project Owner may:

- a) order full or partial direct supervision at the expense and risk of said contracting party;
- b) or terminate the contract, at the fault, expense, and risk of said contracting party;
- (2) The procedures for terminating public contracts, as well as the effects thereof, are specified in the General Administrative Terms and Conditions, subject to the provisions of Articles 185, 186, and 187 of this Code.

Paragraph 2 Grounds for Termination

ARTICLE 182.—The contract is automatically terminated by the Contracting Authority in any of the following cases:



- a) death of the contract holder. In this case, the Contracting Authority may, if appropriate, authorize the acceptance of proposals submitted by the heirs for the continuation of the services;
- b) bankruptcy of the contractor. In this case, the Contracting Authority may, if appropriate, accept proposals submitted by the creditors for the continuation of services;
- c) judicial liquidation, if the Administration's contracting party is not authorized by the court to continue operating its business;
- d) in the event of subcontracting, joint contracting, or sub-contracting without prior authorization from the Project Owner or the Delegated Project Owner;
- e) default by the Administration's contracting party, as determined and notified to the latter by the Project Owner or the Delegated Project Owner;
- f) failure to comply with labor laws or regulations;
- g) a significant price variation under the conditions defined in the General Administrative Terms and Conditions, resulting from changes in economic conditions or in the initial quantities specified in the contract;
- h) duly established fraudulent practices and corruption.

ARTICLE 183.—Notwithstanding the provisions of Article 182 of this Code, the Contracting Authority or the Delegated Contracting Authority may, in cases of force majeure and after consulting the Public Procurement Authority, terminate a contract without any liability on the part of the Administration's contracting party, without prejudice to any compensation to which the latter may be entitled.

Paragraph 3

Consequences of Termination

ARTICLE 184.— (1) The Administration's contracting party whose contract is terminated for the reasons set forth in Article 182, subparagraphs (d), (e), (f), and (h) of this Code may not, unless an exemption is granted by the Public Procurement Authority, submit a bid for a period of two (02) years from the date of notification of the termination.

In the event of a failure to perform the services, this prohibition applies without prejudice to the Administration's payment for services already performed.

- (2) When the prohibition referred to in paragraph (1) above concerns a natural person or a sole proprietorship, it also applies to any other business subsequently established by the natural person in question or, in the case of a sole proprietorship, by the manager.

This measure applies to the manager in the case of limited liability companies.

- (3) The Project Owner or the Delegated Project Owner is required to forward the termination notices to the agency responsible for regulating public procurement, in particular for the purpose of updating the records of sanctioned parties.

ARTICLE 185.— Any termination issued in accordance with the provisions of Article 182 does not entail the application of the provisions of Article 184 of this Code.

SUBSECTION I PETITIONS BY CONTRACTING PARTIES

ARTICLE 186.— (1) Any contracting party of the Government that considers itself aggrieved in the performance of its contract may file a non-judicial appeal, either with the Contracting Authority or the Delegated Contracting Authority, or with the Public Procurement Authority.

- (2) The Public Procurement Authority shall issue its decision based on a recommendation from the Appeals Review Committee, and after obtaining the prior opinion of the public procurement regulatory body, if applicable.

SUBSECTION III AMICABLE SETTLEMENT OF DISPUTES

ARTICLE 187.— (1) Disputes arising from public procurement may, where appropriate, be subject to an attempt at amicable settlement.

- (2) The attempt at amicable settlement provided for in paragraph 1 above shall not affect the ordinary legal proceedings if it is unsuccessful, unless otherwise provided by loan agreements or conventions or other international agreements.

CHAPTER II PENALTIES

ARTICLE 188.— (1) Any procedure conducted in violation of the provisions of this Code, as well as those responsible for misconduct in the award or execution of public contracts, shall be subject to the penalties provided for by the laws and regulations in force.

- (2) Where such violations result in damage to public funds, the perpetrators are subject to the penalties provided for in Article 184 of the Penal Code.

SECTION I

SANCTIONS RELATING TO PROCEDURES

ARTICLE 189.—(1) The agency responsible for regulating public procurement shall, after reviewing the public procurement documentation submitted to it, take regulatory action and notify the parties concerned within the prescribed time limits regarding the following measures:

- a) corrections to notices of solicitation and award notices;
 - b) compliance with regulatory procedures and deadlines;
 - c) compliance with the jurisdictional thresholds of public procurement committees;
 - d) the prevention of the splitting of public procurement contracts;
 - e) the submission of public procurement documents;
 - f) consideration of technical opinions from public procurement awarding and oversight bodies;
 - g) the use of standard public procurement documents;
 - h) carrying out the duties of the Independent Observer;
 - i) taking precautionary measures in the event of a procedure suspected of being irregular, pending the completion of the necessary investigations and the decision of the public procurement authority.
- (2) The regulatory measures referred to in paragraph 1 above must be complied with by those to whom they are addressed.

ARTICLE 190.— (1) Any contract award made in violation of regulations or outside the framework of good governance may be annulled by the Public Procurement Authority.

SECTION II

SANCTIONS APPLICABLE TO ACTORS

SUBSECTION I

SANCTIONS APPLICABLE TO PRIVATE-SECTOR PARTIES

ARTICLE 191.— (1) Without prejudice to the sanctions provided for by other regulatory bodies, a contracting party to the Government shall be subject, upon decision of the Public Procurement Authority and after consultation, where applicable, with the body responsible for regulating public procurement, to the sanctions listed in paragraph 2 of this article.

- (2) The following sanctions may be imposed, cumulatively where appropriate: ·

- a) forfeiture of the security deposits provided by the offender in connection with the tender procedures in question;
 - b) exclusion from public procurement for a period determined based on the severity of the offense committed;
 - c) revocation of their classification certificate.
- (3) In accordance with the provisions of Article 185 of this Code, exclusion from public procurement may not exceed two (02) years. In the event of repeated violations of public procurement regulations by the same natural or legal person, a decision of permanent exclusion may be issued by the competent courts.
- (4) The public procurement regulatory body periodically compiles a list of individuals and legal entities excluded from participating in public procurement. This list is regularly updated and published in the Public Procurement Journal of the public procurement regulatory body.

ARTICLE 192.- A contracting party to the Government found guilty of violating provisions relating to hygiene, health, safety, and environmental protection is subject to the penalties provided for by applicable laws and regulations, without prejudice to termination, a ban on bidding, or withholding of payments imposed following a formal notice.

ARTICLE 193.—The Public Procurement Authority may, as a precautionary measure, issue a decision prohibiting participation in bidding for a period not exceeding two (02) years, against any bidder or co-contractor of the Government for influence peddling, conflicts of interest, insider trading, complicity, fraud, corruption, or the submission of forged documents in its bid, without prejudice to any criminal proceedings that may be brought against it.

SUBSECTION I

SANCTIONS APPLICABLE TO PUBLIC SECTOR ACTORS

ARTICLE 194.— The Public Procurement Authority may issue a decision prohibiting public sector actors found guilty of violating the provisions of this Code from participating in the award and monitoring of public contracts for a period not exceeding two (2) years.

ARTICLE 195.— (1) The chairs, members, secretaries, and experts of the Procurement Committees and the bid evaluation subcommittees, as well as the independent observers and the chairs and members of the Procurement Oversight Committees, are bound by professional confidentiality.

- (2) In the event of established misconduct in the performance of their duties, they may be excluded from the public procurement system for a period not exceeding two (02) years, without prejudice to the penalties provided for by applicable laws and regulations.



SECTION III ETHICAL PRINCIPLES

SUBSECTION I COMMON PROVISIONS

ARTICLE 196.—Public officials, bidders, and contract holders, as well as any person involved in any capacity whatsoever in the process of awarding, executing, monitoring, and regulating 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.

SUBSECTION I ACTS OF CORRUPTION AND FRAUDULENT MANEUVERS

ARTICLE 197.—(1) Any person who offers, gives, solicits, or accepts any benefit with the intent to influence the actions of a public official during the award or performance of a contract is guilty of “corruption.”

- (2) Any person who distorts or misrepresents facts in order to influence the award or performance of a contract is guilty of “fraudulent practices.”
- (3) Two or more bidders are found guilty of “collusive practices” if they collude with the aim of artificially maintaining bid prices at levels that do not correspond to those that would result from free competition.
- (4) Any person who harms individuals or their property, or makes direct or indirect threats against them, in order to influence their actions during the award or performance of a contract is engaging in “coercive practices.”
- (5) Engages in “obstructive practices,” any person who commits acts aimed at destroying, falsifying, altering, or concealing evidence on which an investigation is based, or who makes any false statements to investigators, or who threatens, harasses, or intimidates a person for the purpose of preventing that person from disclosing information relating to an investigation or from continuing such an investigation.

SUBSECTION III OFFENSES OF INITIETY AND CONFLICTS OF INTEREST

ARTICLE 198.— (1) Consultants who have contributed to the preparation of a bidding document may not participate in said bidding process.

- (2) No public industrial or commercial entity under the supervision of a contracting authority is permitted to submit a bid in a procurement process initiated by that authority.
- (3) An Independent Observer may not provide goods, works, or services to the government agency with which he or she is associated during the term of his or her mandate.

ARTICLE 199.— (1) A conflict of interest means any situation in which the holder of a contract or the supervisor of procurement procedures or the performance of the contract could derive direct or indirect benefits from a contract entered into by the Project Owner or the Delegated Project Owner, from an assignment, or from any situation in which they have personal or financial interests sufficient to compromise their impartiality in the performance of their duties or likely to adversely affect their judgment.

- (2) The chairs, members, secretaries, and experts of public procurement committees, analysis subcommittees, and officials responsible for contracts are bound by a duty of confidentiality and discretion.

They must refrain from any action that could compromise their objectivity and, in all cases, must have no financial, personal, or other interest related to the contract under review.

- (3) In the event of a conflict of interest, the Chairs, Experts, and members of the Procurement Committees and Contract Oversight Committees, as well as those of the analysis subcommittees, and the Independent Observers must report it in writing to the Contracting Authority or to the Chair of the committee, with a copy to the body responsible for regulating public procurement, under penalty of the sanctions provided for by applicable regulations. In such cases, arrangements shall be made for their replacement for the contracts in question.
- (4) During the execution phase, the contractor must report the conflict of interest in writing to the Contracting Authority. In such cases, the contractor is required to propose an alternative solution to the Contracting Authority.

SUBSECTION IV: COMPLICIT PARTIES

ARTICLE 200.— (1) Any supervisor of the procedures for awarding or executing a contract shall be held liable in the event of complicity.

- (2) “Complicity,” as defined in this Public Procurement Code, means:
 - a) the failure or negligence to perform the required inspections or provide the required technical opinions;
 - b) the deliberate failure to bring to the attention of the Project Owner or the competent authority any irregularities observed during the performance of one’s duties.
- (3) Liability may also arise in the following cases:



- a) any statement or confirmation of false information regarding the situation of the government agency or public or quasi-public entity entrusted to their oversight, evaluation, or supervision;
- b) the acceptance of undue benefits or benefits likely to compromise the credit monitor's independence;
- c) transactions conducted with the entity under supervision in violation of applicable legal or regulatory conflicts of interest.

TITLE VI INCOMPATIBILITIES AND SUBSTITUTION

CHAPTER I INCOMPATIBILITIES

ARTICLE 201.— (1) No person may serve as Chair of more than one Procurement Committee or Central Procurement Oversight Committee.

- (2) No person may serve as a member of more than two (02) Procurement Committees or two (02) Central Contract Oversight Committees.
- (3) No person may serve as secretary of more than one Procurement Committee or one Central Procurement Oversight Committee.
- (4) No member or secretary of a Procurement Committee or a Central Procurement Oversight Committee may serve on an analysis subcommittee.
- (5) No person may serve as an expert on an analysis subcommittee and as an expert on a Central Contract Oversight Committee for the same case.
- (6) No person may simultaneously be a member of a committee responsible for reviewing appeals and a Procurement Commission or a Central Market Oversight Commission, or a bid evaluation subcommittee.

ARTICLE 202.—Employment with the agency responsible for regulating public procurement is incompatible with serving as Chair, member, or secretary of a Procurement Commission, except for one's own Procurement Commission.

CHAPTER I SUBSTITUTION

ARTICLE 203.— (1) With the exception of the award, signing, and termination of the contract, the Contracting Authority or the Delegated Contracting Authority may delegate the authority to sign or certain powers to its staff, in accordance with the procedures and conditions set forth in the regulations in force.

- (2) A copy of the delegation order shall be forwarded to the Public Procurement Authority and the body responsible for regulating public procurement, as well as to the competent Procurement Committee or Central Procurement Control Committee, and to all other relevant authorities, for their information.

ARTICLE 204.— (1) When the Chair of a Procurement Commission or a Central Procurement Oversight Commission is unavailable for part of a meeting, the Chair shall designate a member of that commission to preside over the proceedings.

- (2) When the Chair of a Procurement Commission or a Central Procurement Oversight Commission is unavailable for a period not exceeding thirty (30) calendar days, the Chair shall designate a member of that commission to preside over the proceedings and shall notify the Public Procurement Authority, which may or may not ratify the designation.
- (3) A copy of the delegation order shall be forwarded to the Project Owner or the Delegated Project Owner, the Regional Governor, or the Departmental Prefect, as applicable.
- (4) If the Chair of a Procurement Committee or a Central Procurement Oversight Committee is unavailable for a period exceeding thirty (30) calendar days, the Chair shall notify the Public Procurement Authority, which shall appoint an interim Chair.
- (5) The ad hoc or acting chairperson shall exercise all the powers provided for by the applicable laws and regulations.

ARTICLE 205.— (1) In the event of a duly documented temporary inability of a member of a Procurement Commission or a Central Procurement Oversight Commission to perform their duties, the relevant Authority shall appoint an interim member by letter addressed to the Chair of said Commission.

- (2) In the event of the temporary incapacity of the secretary of a Procurement Commission or a Central Procurement Oversight Commission, the Contracting Authority, the Delegated Contracting Authority, the Governor, or the Prefect, as applicable, shall appoint an ad hoc secretary.
- (3) The interim appointment automatically ceases upon the incumbent's return.

TITLE VII MISCELLANEOUS, TRANSITIONAL, AND FINAL PROVISIONS

ARTICLE 206.— (1) Ongoing procurement processes shall continue to be governed by the procedures applicable at the time of their launch.

- (2) Contracts currently being executed shall, where applicable, be subject to an amendment to comply with the provisions of this decree.



ARTICLE 207.—All provisions prior to this decree concerning the Public Procurement Code, the creation, powers, organization, and operation of public procurement commissions are hereby repealed, in particular:

- Decree No. 2004/275 of September 24, 2004, establishing the Public Procurement Code;
- Decree No. 2012/074 of March 8, 2012, on the establishment, organization, and operation of public procurement commissions;
- Decree No. 2013/271 of August 5, 2013, amending and supplementing certain provisions of the aforementioned Decree of March 8;
- any conflicting provisions of Decree No. 2012/075 of March 8, 2012, on the organization of the Ministry of Public Procurement

ARTICLE 208.—This decree shall be registered, published under the emergency procedure, and then published in the Official Gazette in French and English./-

Yaoundé, le 20 JUIN 2018

