

DOCUMENT No. 4:  
SPECIAL ADMINISTRATIVE  
CONDITIONS  
(SAC)

## **TABLE OF CONTENTS**

### **CHAPTER I: GENERAL PROVISIONS**

- Article 1 - Subject of the contract
- Article 2 - Contract award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Securities
- Article 5 - Language
- Article 6 - Conformity of the Supplies
- Article 7 - Documents of the Contract (article 9 of GAC)
- Article 8 - Applicable Texts
- Article 9 - Communication (GAC articles 6 and 10 supplemented)
- Article 10 - Administrative Orders (article 8 of GAC supplemented)
- Article 11 - Materials to be supplied.

### **CHAPTER II: FINANCIAL CONDITIONS**

- Article 12 - Final Bond
- Article 13 - Amount of contract (articles 18 and 19 supplemented)
- Article 14 - Advances
- Article 15 - Method and Place of Payments (Article 19 GAC)
- Article 16 - Penalties for delay (article 52 of GAC supplemented)
- Article 17 - Tax and Customs (article 10 of GAC)
- Article 18 - Stamp duty and registration (article 11 of GAC)

### **CHAPTER III: EXECUTION OF THE SUPPLIES**

- Article 19 - Place and Execution Time limit of the contract (article 31 & 33.1 of GAC)
- Article 20 - Roles and obligations of the supplier
- Article 21 - Insurance and Transportation

### **CHAPTER IV: RECEPTION**

- Article 22 - Provisional Reception
- Article 23 - Final Reception (article 40 & 41 of GAC)

### **CHAPTER V: MISCELLANEOUS PROVISIONS**

- Article 24 - Cancellation of the contract (article 57 of GAC)
- Article 25 - Force majeure (article 56 of GAC)
- Article 26 - Disputes (article 61 of GAC)
- Article 27 - Production and dissemination of this contract
- Article 28 and last: Entry into force of the contract

## **CHAPTER I: GENERAL PROVISIONS**

### **ARTICLE 1: SUBJECT OF THE CONTRACT**

The Subject of the present contract is for the supply Harvesting Pole for Palm Estates of Cameroon Development Corporation.

### **ARTICLE 2: CONTRACT AWARD PROCEDURE**

The Procedure of Award of this Contract is by Urgent Open International Invitation to Tender No. 034/CDC/GOP/T.B./10.

### **ARTICLE 3: DEFINITIONS AND DUTIES (ARTICLE 2 OF GAC SUPPLEMENTED)**

#### **1- GENERAL DEFINITIONS:**

- **THE CONTRACTING AUTHORITY:** The General Manager of the Corporation.
- **THE CHIEF OF SERVICE:** The Group Oil Palms Manager, CDC-Bota.
- **THE CONTRACT ENGINEERS:** The Assistant Group Oil Palms Manager, CDC – Bota
- **THE SUPPLIER:** .....

### **ARTICLE 4: SECURITY:**

- The General Manager, Bota - Limbe shall be responsible for authorizing payments.
- The Financial Director shall be responsible for the payments of all bills pertaining to this contract.
- The Financial Director shall be responsible to furnish information in relation to payment within the context of the execution of the Supplies.

### **ARTICLE 5: LANGUAGE:**

The Language to be used shall be English or French.

### **ARTICLE 6: DOCUMENTS OF THE CONTRACT (Article 9 OF GAC)**

The documents of this contract in order of priority are:

- 1) Bid Letter (See attached model- Doc No 9 A1) .

- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) referred to above.
- 3) The Special Administrative Conditions (SAC).
- 4) The Special Technical Conditions (STC).
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices.
- 6) The General Administrative Conditions applicable on Public works, Supplies Service contracts made enforceable by Order No. 033/CAB/PM of 13 February 2007.
- 7) The General Technical Condition(s) applicable on the services forming the subject of the contract.

#### **ARTICLE 7: APPLICABLE TEXTS**

- 7.1 Decree No. 2004/275 of 24/09/04 to Institute the Public Contracts Code.
- 7.2 General Administrative clauses applicable to Public Works, Supplies and Service Contracts as made enforceable by Order No. 033/CAB/PM of 13 February, 2007.
- 7.3 Decree No. 2001/048 of 23 February 2001 relating to the setting up of the organization and functioning of the Public Contracts Regulatory Agency.
- 7.4 Decree No. 2003/651/PM of 16<sup>th</sup> April 2003 setting up the modalities for the application of the tax and custom regime for Public Contracts.
- 7.5 Circular No. 10/001/MINFI of 8<sup>th</sup> January 2010 on instructions relating to the execution and control of state budget and organs that receive subvention from the state for Fiscal Year 2010.

#### **ARTICLE 8: CONFORMITY OF THE SUPPLIES**

The supplies which form the subject of the contract shall conform to the acceptable standards of such supplies particularly to the conditions laid down in the tender file.

#### **ARTICLE 9: COMMUNICATION (ARTICLES 6 AND 10 OF CDC SUPPLEMENTARY)**

- 9.1 All notifications and written communication within the framework of this contract shall be sent to the following addressees:
  - a) In the case where the supplier is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Chief of Service and immediately after completion of the supplies, correspondences shall be validly addressed to the Limbe City Council.
  - b) In the case where the Contracting Authority is the addressee, Such should be copied to the Chief of Service, and Contract Engineer, where need be.

- 9.2 The supplier shall address all written notifications or correspondences to the Contracting Authority with a copy to the Chief of Service.

**ARTICLE 10: ADMINISTRATIVE ORDERS (ARTICLE 8 OF GAC)**

- 10.1 The Administrative Order to start execution shall be signed by the Contracting Authority and notified by the Chief of Service.
- 10.2 Administrative Orders with financial incidence likely to modify the time-limits shall be signed by the Contracting Authority and notified by the Chief of Service.
- 10.3 Administrative Orders serving as warnings shall be signed by the Contracting Authority.
- 10.4 The supplier has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

**ARTICLE 11: : MATERIALS TO BE SUPPLIED**

- 11.1 Any modification, even partial, made to the technical offer shall only be done after the written approval of the Contracting Authority.
- 11.2 In any case, the lists of alternative items to be supplied shall be subject to the approval of the Contracting Authority within fifteen (15) days of the notification of the Service Order to commence supplies. The Contracting Authority has eight (8) days to notify his opinion in writing with a copy being sent to the Contract Officer. Beyond this time-limit, the alternative list shall be considered as approved.
- 11.3 Any unilateral modification on the list of items made in the technical offer prior to and during the supplies shall be a reason for the application of penalties and grounds for termination of the contract.

**CHAPTER II: FINANCIAL PROVISIONS**

**ARTICLE 12: FINAL BOND**

The final bond shall be set at 5% of the amount of the contract, inclusive of all taxes.

The final bond shall be released within one month following the date of acceptance of the supplies, following a release issued by the Contracting Authority upon request by the supplier.

**ARTICLE 13: AMOUNT OF THE CONTRACT**

The amount of this Contract as it emerges from the *Bill of Quantities/Cost Estimates* is \_\_\_\_\_ ( In figures) \_\_\_\_\_ ( in words), inclusive of value added tax (VAT).

## **ARTICLE 14:       ADVANCES**

Upon notification of the Contract to the Supplier, an advance payment corresponding to **30%** of the Contract amount may be granted to the Supplier at his request. The advance may be granted only upon the registration of the Contract.

The advance payment of **30%** shall be guaranteed at **100%** by a Commercial Bank recognized by "Commission Bancaire d'Afrique Centrale" (COBAC).

The release of the guarantee shall be issued upon final reception of the Supplies at the request of the Supplier.

## **ARTICLE 15: METHOD AND PLACE OF PAYMENT (ARTICLE 19 OF GAC)**

All payments shall be done at the Corporation's Head Office Bota- Limbe by way of cheque in the name of ....., P.O BOX ....., **90 days** end of month after delivery. The invoices shall be accompanied by a reception certificate duly signed by all the members of the Reception Committee as per Article 22 hereinbelow.

## **ARTICLE 16: PENALTIES FOR DELAY (GAC article 52 supplemented)**

The amount set for penalties for delays is set as follows:

- 16.1   a) One two thousandth ( $1/2000^{\text{th}}$ ) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth ( $1/1000^{\text{th}}$ ) the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.
- 16.2   The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

## **ARTICLE 17: TAX AND CUSTOMS (GAC article 10)**

The tax shall be in conformity with decree No. 2029/651 of 16 April 2029 to lay down the conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

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

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

All taxes inclusive means VAT included.

### **ARTICLE 18: STAMP DUTY AND REGISTRATION OF CONTRACTS (GAC article 11)**

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

## **CHAPTER III: EXECUTION OF SUPPLIES**

### **ARTICLE 19: PLACE AND EXECUTION TIME-LIMIT OF THE CONTRACT (GAC articles 31 & 33.1)**

- 18.1 The supplies shall be done at the CDC Supplies Department Tiko
- 18.2 The time-limit for the execution of the supplies forming the subject of this contract shall be as per the schedule of delivery.
- 18.3 This time-limit shall run from the date of notification of the Service Order to commence supplies.

### **ARTICLE 20: ROLES AND OBLIGATIONS OF THE SUPPLIER**

The supplier shall supply all the items as described in the Technical Specifications.

### **ARTICLE 21: INSURANCE AND TRANSPORTATION**

- The Supplier shall take an Insurance policy to cover all damage that could be caused to third parties during the course of transporting and delivery of the supplies.
- The Supplier shall be responsible for proper packaging, transportation and offloading of the items to be supplied of all the items in the supplies.

## **CHAPTER IV: ACCEPTANCE**

### **ARTICLE 22: PROVISIONAL RECEPTION**

The supplies shall be received by a Reception Committee made of the following members:

- The Contracting Authority or his Representative
- The Group Palms Manager, CDC –Bota

- The Assistant Group Oil Palms Manager, CDC Bota
- The Financial Director
- The Management Controller (P)
- The Contracts Officer
- The Supplies Manager

At the reception, a reception report shall be drawn up and signed by the Reception Committee members.

The reception committee shall crosscheck the conformity of the supplies with the accepted prescription of the contract and shall decide whether there are grounds to rule against acceptance.

Where the supplies do not conform with the Technical Specifications, the supplier shall be requested to replace immediately the defective items at his cost.

Where the supplies conform, the committee shall draw up an acceptance certificate, which shall be signed by its members and the supplier. Such a certificate shall clearly state the number of items, the quality of the materials and the compliance with the contractual clauses.

#### **ARTICLE 23: FINAL RECEPTION**

Final reception shall take place within a maximum deadline of *fifteen (15) days* from the date of provisional reception after testing of the samples. The procedure for final reception shall be the same as for provisional reception.

### **CHAPTER V: MISCELLANEOUS PROVISIONS**

#### **ARTICLE 24: CANCELLATION OF THE CONTRACT (GAC article 57)**

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in Articles 57, 58 & 59 of the GAC.

#### **ARTICLE 25: FORCE MAJEURE (GAC article 56)**

In the event of circumstances beyond his control, the Supplier shall only be relieved of his responsibilities if he notifies the Corporation in writing of his intension to evoke these circumstances of force majeure within 15 days of the occurrence of the event. However, the Corporation reserves the right to appreciate the circumstances of the force majeure.

#### **ARTICLE 26: DISPUTES (GAC article 61)**

Any dispute arising from this contract shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to a competent court in the Fako Division of the Republic of Cameroon for adjudication.

**ARTICLE 27: PRODUCTION AND DISSEMINATION OF THIS CONTRACT  
(Article 38 of GAC)**

The Supplier shall furnish 20 copies of this Contract to the Contract Officer for distribution.

**ARTICLE 28 AND LAST: ENTRY INTO FORCE OF THE CONTRACT**

This Contract shall only be regarded as finally concluded after its signature by the General Manager of CDC and shall only come to force after it has been notified to the Supplier.