



PUBLIC CONTRACTS **CODE**

**COLLECTION ESSENTIALS
OF THE REFORM**



Contents

P.6

Public contract authority

P.8

Awarding public contracts

P.12

Execution of public contracts

P.16

External control of public contracts

P.18

Governance in public contracts

About the collection “Essentials”

The Collection “les Essentiels de la réforme” is dedicated to spreading the spirit of the laws and regulations taken within the framework of the public finance reform of Cameroon. It aims to ensure better information for all audiences, in the interest of transparency.

Foreword

Pursuant to decree No. 2018/366 of 20 June 2018, the President of the Republic, His Excellency Paul Biya, endowed the public contract sector with a new code, which repeals that of 2004, previously in force. This instrument is in line with the reform initiated in 2011, marked in particular by the return to government level of a ministry in charge of public contracts and is part of the adjustments that have become indispensable since then.

This new regulation is the result of the alignment of the Cameroonian public contract system with internationally recognised principles, rules and practices. The revised code is a modern management tool, contributing to the achievement of the performance objectives assigned to the public contract sector, an important lever through which the State acquires goods and services to meet the needs of the general interest.

Among the major innovations, the new code clearly and precisely defines the responsibilities and proceeds to a clear separation of the attributions of the major actors in the public contract process, including those in charge of awarding and internal control, external control, regulation and appeals management.

The new code consolidates the status of the Public Contract Authority and puts an end to the controversy that arose following the 2011 reform.

Owing to the establishment of new bodies:

- Internal Structures for the Administrative Management of Public Contracts (SIGAMP),
 - Central Contract Control Commissions (CCCM),
 - Committee for the Examination of Appeals Resulting from Public Contracts (CER),
- Project Owners and Delegated Project Owners can now award all the contracts they initiate

without any limit on the number of years, while Governors and Prefects emerge as Delegated Project Owners, with the power to award and sign contracts financed by funds delegated by a Project Owner.

The new types of contracts instituted and the new procedures linked to them constitute an enrichment of the field of public contract with the capitalisation of certain specific services and procedures.

Submission to the public order is now open to corporate bodies governed by public law and to certain actors, both in the private sector and in civil society, who were previously excluded.

The speed of contract procedures has also been improved by reducing the time required and eliminating the stage of examining draft contracts.

Finally, good governance in public contracts is enriched by two new principles, namely: the principles of efficiency and integrity, which consolidate the principles of freedom of access to public contracts, equal treatment of bidders and transparency of procedures.

This reform is based on five major aspects of the sector: the expressed establishment of the Public Contract Authority, the award, execution and control of public contracts, as well as governance in the public contract sector.



**THE MINISTER
DELEGATE AT THE
PRESIDENCY OF
THE REPUBLIC IN
CHARGE OF PUBLIC
CONTRACTS**

Public contract authority

“

The authority in charge of public contracts is the Minister in charge of public contracts. He organizes and ensures the smooth functioning of the public contract system.

The Public Contracts Authority may, where necessary, refer an issue to itself to sanction a procedure.

”

Missions of the public contract authority

The decree of 20 June 2018 consolidates the status of the Authority in charge of public contract. In keeping with the letter of both the 2004 public contract code and decree no. 95/101 of 9 June 1995 on the regulation of public contract, which established this authority, it defines it as the authority placed at the head of the public administration competent in the field of public contract. This status is therefore conferred on the Minister in charge of public contracts.

Placed at the helm of the public contract system, he organizes it and ensures its proper functioning. In this capacity, he signs the implementing instruments of the Public Contracts Code, pronounces sanctions against the authors of bad practices and litigations. He also has the power to decide on exceptional procedures and can, where need be, refer an issue to itself to sanction a procedure.

This emphasis of the status and powers of the Public Contracts Authority puts an end to the controversy that arose in the wake of the 2011 reform. Until then, none of the instruments adopted within the context of the 2011 reform had returned to the question in relation to Article 160 of the 2004 code, which conferred this status on the Prime Minister, Head of Government, on a transitional basis.

ARTICLES 5 (D) AND 50



INSIGHT

MISSIONS OF THE MINISTER OF PUBLIC CONTRACTS

Signing the implementing instruments of the Public Contracts Code.
Impose sanctions on the authors of bad practices and disputes arising from public contracts, as well as disagreements between public servants.
Power to authorise exceptional procedures.

Awarding public contracts



The preparation of the procedure and award of a public contract are the responsibility of the project owner, a natural person at the head of a ministry or similar structure, the executives of Regional and Local Authorities, or a public institution, beneficiary of the services provided for in the contract.



ARTICLE 6

Decree No. 2018/366 of 20 June 2018 on the Public Contracts Code radically reforms the contract award system.

The awarding of contracts is entirely devolved to project owners and delegated project owners through their Internal Structure for the Administrative Management of Public Contracts (SIGAMP). This instrument specifies the type of contracts and the other bodies involved in the process (CCCM and CER), as well as the new timeframes for these procedures.

It is important to note that Public Enterprises are no longer part of the scope of the Contract Code and that Decree No. 2018/355 of 12 June 2018 sets out the common rules applicable to their contracts.

Improving the fundamental principles of public contracts

Two (02) new principles, namely **efficiency and integrity**, come into play. These innovative principles reinforce the existing ones, namely, freedom of access to public contract, equality of treatment of candidates and transparency of procedures. This is a strong signal from the reformer in governance of public contracts, with a new vision that emphasises the good use of public funds and eradication of the ills that affect the reliability of the public contract system, or preserves public wealth.

ARTICLE 2

Redistribution of the roles of the various actors

In the past, the Ministry of Public Contracts, the project owner and the delegated project owner were responsible for conducting the contract procedure, depending on the thresholds. Henceforth, this attribution is the exclusive responsibility of the project owner and/or the delegated project owner. In addition to the fact that the present Code reintroduces Governors and Prefects in the contract process, it clearly establishes the Regional and Departmental Delegates of Public Administrations, Heads of Cameroon's Diplomatic Missions abroad, Heads of Project Units receiving external funding and heads of Purchasing Centres for grouped purchases as Delegated Project Owners. The role of delegated project owner has also been extended to private legal entities that benefit from State financing or a State financial guarantee.

ARTICLES 5, 7 AND 50

Reconfiguration of public contracts award entities

The new Code sets up Internal Structures for the Administrative Management of Public Contracts (SIGAMP), placed under the supervision of the project owners and delegated project owners for assistance in the execution of their attributions in the field of public contracts with specific missions.

Tenders' boards, are technical support bodies placed at the disposal of the Contracting Authority and Delegated Contracting Authority. They have been reconfigured in terms of their name, their structure and even their accommodation or location.

A distinction is now made between:

- **Internal Tenders' Boards** attached to Project Owners, thus Ministers or Heads of some public bodies, General Managers and Directors of Public Establishments and the Heads of Executives of Regional and Local Authorities;
- **Regional Tenders' Boards and Divisional Tenders' Boards** placed respectively under Governors of Regions for Public Contracts falling within the appropriations delegated at the regional level and with the Senior Divisional Officer for contracts falling under the appropriations delegated at divisional level, and for the contracts of Regional and Local Authorities which do not have Tenders' Boards, to whom the code has just conferred again, the attributions of delegated contracting authorities;
- **Special Tenders' Boards**, which may be created by instrument of the Authority in charge of public contracts for Cameroon's diplomatic missions abroad and certain projects, in view of their financing conditions.

The composition of these Commissions does not fundamentally change, except for those placed with public establishments in which a representative of the technical supervisory authority will have to sit from now on.

The Central Contract Control Commissions (CCCM) are technical bodies placed under the Minister in charge of public contract for the purpose of a priori control of public contract procedures initiated by project owners and delegated project owners falling under the thresholds of the defunct Central Contract Commissions.

ARTICLES 8, 10, 24 AND SUBSEQUENT

New type of public contracts

New types of contracts that were not previously included in the regulations have broadened the scope of public contract in its most complex aspects.

- **Framework agreements:** these are contracts concluded by one or more contracting authorities with one or more service providers in order to establish the rules for subsequent contracts to be awarded during a given period.
- **Design and build contracts:** these allow the same operator to be entrusted with the design and execution of the work.
- **Set-aside contracts,** for the benefit of artisans, small and medium-sized national enterprises, grassroots community organisations and civil society organisations.
- **Quantifiable service contracts:** these do not necessarily involve design (guarding, cleaning, maintenance of buildings, green spaces, maintenance of insurance materials other than health).
- **Non-quantifiable service contracts and intellectual service contracts:** these are contracts for which the services are of an intellectual nature (health insurance, advertising, organisation of training seminars, project management, audits, studies, control obligations related to intellectual property).
- **Special contracts:** the conditions for the use of special contracts have been strengthened.

ARTICLES 63, 64, 65, 66, 67, 69, 70, 71 AND 83

Streamlining procedures

In general, increasingly stringent deadlines are imposed on each of the participants in the contract chain, including the successful tenderer, who now has a period of 15 working days from receipt of the tender to sign the contract or the letter order.

Similarly, the stage of examination by the Tenders boards of draft contracts awarded by invitation to tender has been cancelled. This makes it possible to reduce the time required for the award of contracts.

This revision of the time limits for certain contract procedures concerns:

- timeframes for submission of bids;
- timeframes for evaluation of bids;
- timeframes for over-the-counter contracts;
- timeframes for submission of bids in the case of prequalification.

ARTICLES 89, 94, 76 AND 101 (4)



INSIGHT

AS CONCERNS RESTRICTED CALLS TO TENDER

The Project Owner or Delegated Project Owner may be exempted from prequalification under the following conditions:

- for intellectual services under the Jobbing Orders;
- when the pre-qualification has been unsuccessful or has resulted in less than three (03) bidders per lot;
- when the contract schedule drawn up in accordance with the regulations in force shows that the procedural timeframes do not allow the provisional start or completion dates of the services to be met or completion of the services;
- when the call for tenders is addressed to service providers selected within the framework of categorisation.

ARTICLE 78 (3)

Over-the-counter contracts

Private contracts may be awarded for supplies, services or works which supplement those covered by a first contract performed by the same contracting party, provided that the initial contract was awarded in accordance with the tendering procedure and that the resulting supplementary contract covers only supplies, services or works, the initial contract was awarded under the tendering procedure and the resulting supplementary contract concerns only supplies, services or works which are not included in the initial contract but which are made necessary as a result of unforeseen circumstances external to the parties, and that these supplies, services or works cannot be technically or economically separated from the main contract.

ARTICLE 109 (D)

Measures to promote the emergence of SMEs in public contracts.

The public contracts code has set up several facilities and opportunities in favour of economic operators such as artisans, grassroots community organisations and other civil society organisations through reserved markets. The facilities granted to these small entities are perceptible both at the level of the conditions of access to public orders and at the level of the award and execution of public contracts.

ARTICLES 55 (F), 58, 70 (1), 70 (2), 90 (7) AND 92

FAQ – Frequently Asked Questions

Who examines the award file?

This Code abolishes the stage for examining the draft contract when it is awarded by means of a call for tenders.

ARTICLE 23

What is the composition of the Tender Sub-Committee?

From now on, the Bidding Sub-Commission will be expanded by the introduction of the representative of the project owner or delegated project owner.

ARTICLE 92 (10)

What is the increase in the kick-off advance rate?

The kick-off advance rate for supply contracts is increased from 30% to 40%.

ARTICLE 160

What is the ceiling for the negotiation rate of the financial bid?

The negotiation rate for the financial bid with the selected bidder which, hitherto, did not exist now stands at 15 %.

ARTICLE 103 (6)

What is the situation of international financial establishments?

They are authorized to provide a guarantee for a contract on condition that they formally designate a representative approved by the Minister in charge of Finance and who is surety in the case of a dispute.

ARTICLE 90

Can there be an extension of time to provide the documents?

The additional period of 48 hours is granted to bidders even in the absence of administrative documents to produce or replace them, with the exception of the bid bond.

ARTICLE 92 (9)

Execution of public contracts



The monitoring the performance of public contracts is carried out by the project owner through the Service Head, Contract Engineer and Project Manager, where applicable.



ARTICLE 43

To this end, the project owner:

- a) designates the Service Head and the Contract Engineer, and provides them with the appropriate means for the proper performance of their duties;
- b) signs the kick-off service orders;
- c) signs the service orders affecting costs, deadlines and objectives under the conditions laid down in the General Administrative Conditions;
- d) designate a representative to chair the Commission for the acceptance of services;
- e) orders the down payments;
- f) terminate contracts after formal notice, where necessary;
- g) ensures the drafting of the report on the completion of the contracts.

Responsibility for the performance of the contract clearly rests with the contractor, who does so under the authority of the Employer, who is responsible for its administration, direction, internal control and sanction. Each of the parties is, so to speak, bound by specific obligations arising from the contract and deriving from the code. The Code of 20 June 2018, in its innovative approach, has made some adjustments to these respective obligations of the parties to the contract.

Drafting contract documents

Contrary to the 2004 code, which granted a certain degree of openness to the project owner, the 2018 code, as it is drafted, reserves the exclusive right to draft or formatting of all the documents making up the contract to the project owner or delegated project owner alone.

ARTICLE 125 (1)

Progress on the accounting level

Access to accounting documents, hitherto reserved only to the project owner or delegated project owner and possibly the body responsible for regulating public contracts, has been extended and generalized to all authorised control bodies.

ARTICLE 126 (2)

An accounting obligation has been introduced for Project Owners and Delegated Project Owners, who are henceforth required to maintain up-to-date accounts on public contracts, drawn up according to the standards generally used in Cameroon and which indicate, *inter alia*:

- (a) commitments planned by contract during the financial year or budgets;
- (b) sources of financing;
- (c) contracts awarded during the financial year;
- (d) invoices received and validated;
- (e) amounts paid.

ARTICLE 128

More restrictions and clarity regarding changes during the execution of the contract

In addition to the existing mechanism, the exclusion of the scope of modification of which was previously limited to the subject matter, the contractor, the currency, the payment which could not be affected, has been extended to the price discounting formula, which cannot now also be revised.

For the sake of clarity, the previous wording that «the amendment shall be adopted and notified in the same procedure as the basic contract» has been cleaned up for greater precision in the new code. It states unambiguously that: «The addendum shall be examined and adopted by the tenders' boards competent for the basic contract».

In the interests of greater clarity, it is specified that in the event of the contract amount being exceeded, the additional services can only be paid after the signing by the project owner or the delegated project owner, and regularised later by means of an addendum, as long as their financial impact is less than ten percent (10%) of the contract amount.

ARTICLE 130 (2 AND 3 (B AND C))

New framework and priority for SMEs for subcontracted services

Subcontracting is more fully developed in the 2018 Code with regard to the new provisions taken to regulate it.

The possibility of compulsory recourse to subcontracting is now open to project owners and delegated project owners, with the obligation, however, for them to mention in advance in the consultation file with the companies, the nature of the services to be subcontracted.

Subcontracting is reserved as a priority for national SMEs with at least 51% of the capital held by nationals, and in the event of a shortage, for SMEs and national companies with at least 33% of the capital held by nationals.

For a better supervision of this approach, a specific instrument is prescribed of the Authority in charge of public contracts, which specifies per field of activity, the list of services that may be subcontracted.

ARTICLE 132

On another level, the tenderer who intends to execute a contract by using one or more subcontractors is now obliged to indicate this in his tender at the time of submission, with an indication of the type and amount of the services to be subcontracted. If the amount of the services to be subcontracted is equal to or greater than ten percent (10%) of the total amount of the contract, he shall to attach to his tender the documents needed to assess the technical and financial capacity of the subcontractor.

In order to obtain authorization or approval for a subcontractor, the main contractor must submit to the head of the contracting service or send him a file containing precise information on the services to be subcontracted and on the subcontractor.

As regards payment, when the subcontractor is to be paid directly, the principal undertaking must establish at the time of the request for authorization that the assignment or pledging of claims resulting from the contract does not prevent the direct payment of the subcontractor.

ARTICLES 133 AND 134

Guarantees

The advent of the new Code, without overturning the existing system, has led to innovations of various kinds in the area of guarantees. More clarity is given to the terms "guarantee bond" and "retention fees". In this respect, the co-contractor is required to provide a bond guaranteeing the proper performance of the contract (performance bond) in place of the retention fee to be deducted from his advance payments by the Administration. Only contracts for intellectual services are now exempted from retention fees or the performance bond.

ARTICLES 137 (2), 138 (3)

The relationship between the bid bond and the final bond is broken as regards the moment of its constitution, which must be done within twenty (20) days of the notification of the contract and in any case before the first payment, and more precision on its period of validity, which must cover the period of execution of the works until their provisional reception. As for the retention fees, its period of validity must cover the guarantee or maintenance period indicated in the contract until provisional reception.

ARTICLE 139

It is stipulated that public contract holders must provide guarantees from financial institutions that have been approved by the Minister of Finance or that have a local correspondent that has received such approval.

SMEs with national capital and management as well as NGOs are allowed to produce, in lieu of a bond, either a certified cheque, bank cheque, legal mortgage, or a guarantee from a banking institution or a financial entity approved in accordance with the instruments in force. Companies with a jobbing order may be exempted from the guarantees provided for in Article 137 of the Code.

ARTICLES 140 AND 142

Holders of a jobbing order may be exempted from the obligation to provide the bonds provided for in Article 137 of this Code.

As regards the insurance policy, the provisions of the Code relating to the insurance policy have been thoroughly written and their content, which is the subject of Article 143 of the Code, is reproduced as follows.

- (1) Where the special administrative clauses so provide, every contractor shall be required to subscribe to an insurance policy with one or more approved insurance companies, as soon as the contract is notified, to cover the risks connected with the performance of the services covered by the contract.
- (2) In any event, the policy must cover all bodily injury, property damage and non-material damage caused to third parties or to the works from the day following its subscription, to the final acceptance of the services or ten-year guarantee, as the case may be.
- (3) Unless expressly exempted by the Minister in charge of insurance, it is forbidden to insure a risk concerning a person, property or liability located in Cameroon with a foreign company which has not complied with the requirements of the CIMA Insurance Code.
- (4) Any contracting party of foreign nationality or law who has taken out an export risk insurance policy in his country of origin shall submit the said policy to the project owner or the delegated project owner and the Autonomous Amortization Fund, if applicable, within a maximum period of two (2) months from the date of notification of the contract.
- (5) He is obliged to inform the authorities and the body referred to in (5) above of any declaration of a threat of damage.

ARTICLES 143

Specific incentives for national SMEs in contract execution

The new code has explored ways to support national companies in order to make them more efficient, and hence the public contract system as a whole. These changes relate to the codification of subcontracting quotas, the exemption from the obligation to provide a final and performance bond, the increase in the rate of the kick-off advance for certain types of contracts and the relaxation of the conditions for obtaining them.

ARTICLE 131

Subcontracting

From now on, the services subject to subcontracting must be granted as a priority to national SMEs of which at least 51% of the capital is held by nationals, and in the event of insufficiency or deficiency, to SMEs and large companies of which at least 33% of the capital is held by nationals.

ARTICLE 132

The exemption from the obligation to provide the final and performance bonds

The SME holder of a jobbing order may be exempted from the obligation to provide the bond provided for in Article 137.

ARTICLE 142

The kick-off rate for advances

The rate of kick-off advances to be granted to the administration's contractors, upon simple request to the project owner or delegated project owner and without justification, is increased from 30% to 40% including taxes for supply Contracts.

ARTICLE 160

Advances for supplies

These may be granted to contractors in respect of expenditure incurred for the execution of the works, supplies or services which are the subject of the contracts. While each contract must determine the specific administrative or technical conditions governing the payment of these advances, it should be noted that they are also accompanied by monitoring of their management and reimbursement.

External control of public contracts



By virtue of Decree No. 2018/366 of 20 June 2018, the Ministry of Public Contract, formerly the contracting authority for contracts falling under certain thresholds according to the types of services, is consecrated by this text, the external control body for the execution of public contracts.

ARTICLE 47

Control bodies

Central Contract Control Commissions

These are technical bodies placed under the Public Contract Authority and are responsible for the a priori control of public contract procedures within their competence initiated by the Project Owners or Delegated Project Owners.

These central commissions may be created by the Authority in charge of public contracts with the Governors of the Regions, to take into account the amounts of credits delegated to the Project Owners or Delegated Project Owners and the credits transferred to the Regional and Local Authorities or the volume of contracts initiated by the Project Owners or Delegated Project Owners of the region concerned and falling within the competence of a central control commission.

ARTICLE 24

The Independent Observer

The Independent Observer is recruited through a call for tenders by the body responsible for regulating public contract in order to ensure compliance with the regulations, the rules of transparency and the principles of fairness in the public contract process. From now on, the Independent Observer will attend the work of tenders' boards and for all contracts relating to a call for tenders where the aggregate amount of the lots is greater than or equal to fifty million (50,000,000) CFA francs.

ARTICLE 42

The Ministry in charge of Public Contracts.

Newly created, this Ministry is the body responsible for the external control of the execution of public contracts. It verifies, through unannounced checks, the effectiveness and quality of the services provided and received, the signing of the contract, its adequacy with the tender documents, the award decision and the offer of the successful co-contractor, etc. The Ministry in charge of public contract also receives the actors concerned, as well as copies of all documents necessary for the performance of its tasks. Finally, the Ministry in charge of Public Contracts prepares the quarterly and annual reports on the general situation of the execution of public contracts.

ARTICLE 47 (A, B ET I)

Abolition of MINMAP's visa on provisional down payments

For the future, the Minister of Public Contracts (MINMAP) will only endorse the final down payment (commonly known as the general and final down payment which is issued after final reception) for works contracts or the last invoice for other types of services.

ARTICLE 47 (F)

A posteriori control of the adequacy between the services invoiced, the payments made and the services provided

MINMAP receives a copy of the provisional accounts signed by the other parties (Project Manager, Contract Engineer, Head of the Contract Department and Project Owner, if applicable), which will enable it to verify a posteriori, on the basis of the said accounts, the adequacy of the services invoiced, the payments made and the services performed.

ARTICLE 47 (C)

Referral to the Service Head of the Contract, the Contract Engineer and/or the Project Manager of cases of default observed in the execution of contracts

The Code authorizes MINMAP to designate to the various actors in charge of the execution of the contract, the cases of defects or deficiencies duly observed in the execution of the contracts following an inspection carried out on the ground or an inspection on documents.

ARTICLE 47 (D)

Referral, where appropriate, to the body responsible for regulating public contract, of shortcomings of public contract actors requiring capacity building

MINMAP may report to ARMP any shortcomings or deficiencies of the actors concerned, observed during the contract execution phase, with a view to programme possible capacity building. This is an important innovation that aims at performance in public contracts.

ARTICLE 47 (H)

MINMAP, as the supervisory body, has access to the contract's "Specific Accounting Document" and verifies it.

The 'Specific Accounting Document' is now required to contain, among other things, the different sources of financing, the statements of sums of money and the The "Specific Accounting Document" is now required in that it contains, among other things, the various sources of financing, statements of sums invoiced and sums paid, as well as a statement of tax returns. The contracting party is obliged to open and maintain it. This booklet may be consulted for three (03) years from the date of final acceptance or the date of the last delivery for a given contract.

ARTICLE 126



INSIGHT

This reform aims not only to optimize controls over the award and execution of public contracts with a view to the successful completion of projects, but also, and above all, to enable the Ministry of Public Contracts to exercise control in complete independence and with all possible rigour, since it is not directly involved in either the award or the execution of contracts, or even in the payment chain.

Governance in public contracts

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

ARTICLE 196

“Contract award procedures may be dematerialized through the use of electronic means.

The use of the dematerialization procedure shall be subject, inter alia, to:

- a. the use of an adequate information exchange system ensuring the integrity, confidentiality and authenticity of the data,
- b. an electronic signature system.

The modalities of implementation of dematerialization shall be the subject of a specific instrument of the Public Contracts Authority.”

ARTICLE 122

The reform enshrined the principles of freedom of access to public contract, equal treatment of candidates, transparency of procedures, efficiency and integrity. The perfect application of these principles necessarily requires the establishment of operating methods and mechanisms capable of reflecting their concrete content on the ground through dematerialization.

In addition, the new code has transposed into its corpus a certain number of infringements which until then were only found in documents such as the General Rules of Tendering (RGAO) and the General Administrative Conditions (CCAG).

Finally, the governance of projects is itself supported by the inclusion of social and environmental clauses among the prerequisites to be taken into account in the setting up of projects, in perfect harmony with the expectations of donors.

Dematerialized procedures

Dematerialization is the ideal instrument for implementing the vision of the principles proclaimed. It stems from the reformer's desire to make more extensive use of information and communication technologies to improve transparency and fairness in the public contract system. More importantly it aims to strengthen the economic and financial efficiency of public spending and to make available to companies all the information that marks the management This determination of the Government to increase the efficiency of public spending and to make available to companies all the information that is needed to manage public contracts, from their planning to their award.

This determination of the Government to implement an online public contract system has led to the establishment of a technical infrastructure that serves as a platform for Cameroon's electronic public contract system Cameroon OnLine E-Contract System", abbreviated as "COLEPS". The infrastructure is already installed at MINMAP and operates within a strictly legal framework.

This platform allows the **project owner** to:

- carry out online programming;
- conduct online public contract procedures;
- publish acts and documents relating to the award and execution of public and execution of public contracts.

Within the guaranteed confidentiality of bids and tenders, the **bidder may**:

- submit their tenders electronically;
- complete their files or rectify any material errors and send their tenders several times before the deadline for the opening of tenders;
- allow administrations and public or private entities to issue directly online the information, documents and evidence of their administrative status and their capacity to respond to a consultation.

ARTICLE 122

Breaches of regulations and sanctions

In addition to devoting an important part to ethical principles, the new Code transposes into its corpus a number of offences that were previously contained only in documents such as the General Regulations for Tenders (RGAO) and the General Administrative Clauses (CCAG).

These offences are: corruption, fraudulent manoeuvres, collusive practices, coercive practices, obstructive practices, conflicts of interest, insider trading or complicity in fraud.

Project governance is itself supported by the inclusion of social and environmental clauses among the prerequisites to be taken into account in project development, in perfect harmony with the concerns of donors.

ARTICLES 57, 197 À 200

Establishment of the notion of a witness bid

The consecration of the financial bid, known as the “witness bid”, held by the Public Contracts Regulation Agency, is one of the innovations relating to governance. This witness bid, which is authentic until proven otherwise, can be consulted whenever the indications appearing on the documents produced by the bidder allow for the slightest doubt..

ARTICLE 92 (8)

Establishment of a Committee for the examination of appeals open to civil society

Governance is also crystallized through the controls carried out during the awarding and execution of public contracts. A committee responsible for examining appeals has been set up within the body responsible for regulating public contracts. This Committee deals with appeals from bidders who feel aggrieved and proposes appropriate measures to the Public Contract Authority. This right of the administration's co-contractor to complain to a Committee, this time open to civil society, is also a serious guarantee of governance of the system.

ARTICLE 49

Civil society members in the Central Contract Control Commissions

Each Central Contract Control Commission has a representative of civil society working in the field of competence of the commission. He is appointed by the Minister in charge of public contracts.

ARTICLE 33 (1)

Extension of sanctions to public sector actors

Unorthodox behaviour is common in the public contract sector. Today, it should be noted that, while in the past, contracting authorities and project owners were spared, with the new Code, the Public Contract Authority can now take a decision against public sector actors found guilty of violating the provisions of the present Code, prohibiting them from intervening in the award and monitoring of the execution of public contracts for a period not exceeding two years. In short, the perpetrators of bad practices are liable to administrative or penal sanctions provided for by the laws and regulations in force.

ARTICLES 191 TO 195

Conclusion

These innovations, which are the most salient, not only respond to the various concerns of the various concerns of public contract actors and to fill the gaps that were the various concerns of public contract actors and to overcome the shortcomings of the past which were a hindrance to the execution of investment projects, but also marks a decisive step in the permanent quest for performance and the consolidation of public finances, and above all to meet international standards in this area, while taking into account the national context.

Republic of Cameroon
Ministry of Finance

www.minfi.gov.cm
www.dgb.cm