



MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER
N°009/ONIT/BCCITB/2022 of 11/05/2022 for the
selection of a consultant to control and supervise the
rehabilitation of some roofs at the Bamenda Main
Market under emergency procedure (Relaunched).

CONTRACTING AUTHORITY: THE MINISTER OF DECENTRALIZATION AND LOCAL DEVELOPMENT

DELEGATED CONTRACTING AUTHORITY: THE CITY MAYOR OF BAMENDA CITY COUNCIL

FUNDING: MINDDEVEL BUDGET FOR 2022 FINANCIAL YEAR
(AUTHORIZATION N° IX03252)

MAY, 2022

Content

Document N° 1: Invitation to Tender	2
Document N° 2: General Regulations of the Invitation to Tender	9
Document N° 3: Special Regulations of the Invitation to Tender	19
Document N° 4: Special Administrative Conditions (SAC)	25
Document N° 5: Terms of reference	36
Document N° 6: Model tables of Technical offer	49
Document N° 7: Model tables of Financial offer	60
Document N° 8: Model of contract	68
Document N° 9: Forms and model documents to be used	73
Document N° 10: Preliminary studies	77
Document N°11: List of Banking institutions and financial organizations authorized to issue bonds in the framework of public contracts	80

Document n° 1: Invitation
to Tender (IT)



MINISTRY OF TERRITORIAL DECENTRALIZATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

TENDERS BOARD

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N°009/ONIT/BCCITB/2022 of 11/05/2022 for the selection of a consultant to control and supervise the works of rehabilitation of some roofs at the Bamenda Main Market under «Emergency procedure» (Relaunched).

1. Subject of the tender

Within the framework of execution of the 2022 Investment Budget, the City Mayor of Bamenda City Council hereby launch OPEN NATIONAL INVITATION TO TENDER N°009/ONIT/BCCITB/2022 of 11/05/2022 for the selection of a consultant (firm) to control and supervise the works of rehabilitation of some roofs at the Bamenda Main Market.

2. Nature of Services

In general, the firm selected shall carry out the supervision and control of the works of rehabilitation of some roofs at Bamenda Main Market. The services shall include notably:

- Step by step control before, during and after all the rehabilitation works;
- Verification to ensure respect for specified standards of materials to be used;
- Quality control of materials and equipment to be put in place;
- Verification to ensure the respect of quality of labour to be used;

3. Execution timeframe

The maximum deadline provided by the Contracting Authority for the execution of the services forming the subject of this invitation to tender is four (04) months.

4. Lots

The services are regrouped in a unique lot.

5. Estimated cost

The estimated cost after preliminary studies is seventeen million eight hundred and eighty-seven thousand five hundred (17,887,500) Francs CFA inclusive of all taxes.

6. Participation and origin

Participation in this invitation to tender is open to all national consulting firms specialized in the control and supervision of building construction and public works.

7. Funding

The services which form the subject of this invitation to tender shall be financed by the 2022 Budget of MINDDEVEL (Authorization N° IX03252).

8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose name is found in document

No. 12 of the Tender File, of an amount of three hundred fifty-seven thousand seven hundred and fifty (357,750) Francs CFA and valid for thirty (30) days beyond the date of validity of the bids.

9. Consultation of tender file

The tender file may be consulted during working hours at the Bamenda City Council, Department of Technical Services, Tel: 677 14 41 31/677 00 32 58, upon publication of the invitation to tender.

10. Acquisition of tender file

The tender file may be obtained from Bamenda City Council, Department of Technical Services, Tel: 677 14 41 31/677 00 32 58, upon publication of the invitation to tender against the payment of the non-refundable sum of thirty thousand five hundred (30,500) CFA Francs, payable into the Bamenda City Council Treasury under the budgetary head 712 101.

11. Submission of bids

Each bid drafted in English or French in five (5) copies including the original and four (04) copies marked as such, should reach Bamenda City Council, Department of Technical Services, Tel: 677 14 41 31/677 00 32 58, not later than 02/06/2022 at **12.00 noon** and should carry the inscription:

«OPEN NATIONAL INVITATION TO TENDER N°009/ONIT/BCCITB/22 of 11/05/2022 for the selection of a consultant to control and supervise the works of rehabilitation of some roofs at the Bamenda Main Market under «Emergency procedure» (Relaunched).

«TO BE OPENED ONLY DURING THE TENDER OPENING SESSION»

12. Admissibility of bids

For fear of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice.

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.

13. Opening of bids

The bids shall be opened in two phases. The opening of the administrative file and the technical bid shall first take place followed by the opening of the financial bids of bidders who obtained the required minimum technical score.

The opening of administrative documents and the technical bids shall be done by the Bamenda City Council Internal Tenders Board on the **02/06/2022 at 1.00 pm** local time in the Conference hall of City Council.

Only bidders may attend or be represented by a duly mandated person.

The opening of the financial bids shall take place at the end of the technical analysis and shall only concern bidders who obtained the minimum required score of eighty percent (80%).

14. Evaluation criteria

14.1. Eliminary criteria

- Absence of bid bond;
- False declaration or forged documents;
- Technical score of less than 80 out of 100 percent;
- Omission in the price list of a quantified item;

- Duration of work given by the bidder more than that fixed in the tender;
- Non compliance with the bid model;
- Absence of Special Administrative Clauses (CCAP) initialled in all its pages;

14.2. Essential criteria

The following essential criteria shall be evaluated in a binary manner (satisfactory or not) and will include:

- Financial situation;
- Personnel;
- References;
- Equipment;
- Methodology/planning.

15. Method of selection of consultant

The consultant shall be chosen by method of quality-price ratio, in conformity with the procedure given in the present Tender File.

16. Award

The contract will be attributed to the Consultant whose offer has been evaluated the lowest, that is to say the offer having had the best technico-financial mark and judged in conformity with the tender document, within the available funds.

17. Validity of bids

Bidders will remain committed to their bids for a period of ninety (90) days with effect from the bid submission deadline.

18. Complementary information

Complementary information may be obtained during working hours from Bamenda City Council, Department of Technical Services, Tel: 677 14 41 31/677 00 32 58.

Bamenda, the 17 MAI 2022

**For The City Mayor and by Order
The Director of Technical Services
Bamenda City Council**



FESTUS SUH

Copies:

- PCR (for publication and archiving).
- Chairlady ITB (for information).
- RD - MINMAP NWR (for information).
- Contract Service/Archives.
- Notice Board



MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

TENDERS BOARD

AVIS D'APPEL D'OFFRES

APPEL D'OFFRES NATIONAL OUVERT N°009/AONO/CIPMCUB/2022 du 11/05/2022 pour la sélection d'un consultant chargé du contrôle et supervision des travaux de réhabilitation des quelque toitures dans le Marché Centrale de Bamenda sous «Procédure d'urgence» (Relancé).

1. Objet de l'Appel d'Offres

Dans le cadre de l'exécution du budget d'investissement d'exercice 2022, Le Maire de la ville auprès de la Communauté Urbaine de Bamenda relance sous la procédure d'urgence un appel d'offres National Ouvert pour le projet susmentionné.

2. Consistance des travaux

Les travaux comprennent notamment:

- Le contrôle avant, pendant et après toutes les opérations de réhabilitation;
- La vérification du respect des normes des matériels à utilisés ;
- Le contrôle des matériaux à mettre en œuvre;
- La vérification pour assurer le respect de la qualité de la main d'œuvre ;

La description détaillée des prestations à exécuter figure dans les Termes de Référence TDR faisant partie intégrale de l'Appel d'Offres.

3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage pour la réalisation des prestations objet du présent appel d'offres est de quatre (04) mois.

4. Allotissement

Les travaux de réhabilitation sont regroupés en un lot unique.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de dix-sept million huit cent quatre-vingt-sept mille cinq cent (17,887,500) Francs CFA toute taxes compris.

6. Participation et origine

La participation au présent appel d'offres est ouverte aux consultants nationaux spécialisés dans le contrôle et supervision des travaux publics et de construction des bâtiments.

7. Financement

Les prestations objet du présent appel d'offres sont financées par le Budget d'Investissement Public du Ministère de Décentralisation et de Développement Locale titre de l'exercice 2022 (Autorisation N° IX03252).

8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de trois cent cinquante-sept mille sept cent cinquante (357,750) Francs CFA et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

9. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables à la Communauté Urbaine de Bamenda, Direction des Services Techniques, Tel : 677 14 41 31/677 00 32 58 dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu à la Communauté Urbaine de Bamenda, Direction des Services Techniques, Tel : 677 14 41 31/677 00 32 58 dès publication du présent avis, contre versement d'une somme non remboursable de trente mille cinq cent (30,500) Francs CFA, payable à la trésorerie de la Communauté Urbaine de Bamenda sur la ligne d'imputation budgétaire n°712 101.

11. Remise des offres

Chaque offre rédigée en français ou en anglais en cinq (05) exemplaires dont un (01) original et quatre (04) copies marquées comme telles, devra parvenir à la Communauté Urbaine de Bamenda, Direction des Services Techniques, au plus tard **le 02/06/2022 à 12.00 heure** et devra porter la mention:

APPEL D'OFFRES NATIONAL OUVERT N°009/AONO/CIPMCUB/2022 du 11/05/2022 pour la sélection d'un consultant chargé du contrôle et supervision des travaux de réhabilitation des quelque toitures dans le Marché Centrale de Bamenda sous «Procédure d'urgence» (Relance).

A n'ouvrir qu'en séance de dépouillement"

12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

13. Ouverture des plis

L'ouverture des pièces administratives et des offres techniques aura lieu **le 02/06/2022 à 13.00 heures** par la Commission Interne de Passation des Marchés de la Communauté Urbaine de Bamenda dans la salle de Conférence de La Communauté Urbaine de Bamenda.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix dûment mandatée.

14. Critères d'évaluation

1. Critères éliminatoires

Il s'agit notamment:

- Absence d'une caution de soumission ;
- Fausse déclaration ou pièce falsifiée ;
- Omission d'un prix unitaire dans le bordereau de prix unitaire ;
- Durée plus longue que celle prescrite dans le dossier d'Appel d'Offres ;
- Note technique inférieure à 80% au niveau de l'évaluation technique;
- Non-conformité du modèle de soumission;
- Absence de CCAP paraphée à chaque page.

2. Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur:

- Situation financière ;
- Références ;

Document n° 2: General Regulations
of the Invitation
to Tender (GRIT)

- Personnels ;
- Matériels ;
- Méthodologie/planning.

15. Méthode de sélection du Consultant

Le Consultant sera choisi par la méthode de la sélection qualité-coût, conformément aux procédures décrit dans le présent DAO.

16. Attribution

Le marché sera attribué au Consultant dont l'offre aura été évaluée la mieux distante, c'est-à-dire l'offre ayant obtenu la meilleure note technico-financière et jugée conforme au DAO, dans les limites du crédit disponible.

17. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 90 jours à partir de la date limite fixée pour la remise des offres.

18. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à la Communauté Urbaine de Bamenda, Direction des Services Techniques, Tel. 677 14 41 31/677 00 32 58.

Bamenda, le 11 MAI 2022

Pour Le Maire de la ville et Par Ordre
Le directeur de Service Technique
Communauté Urbaine de Bamenda



[Signature]
FON FESTUS SUH

Ampliations

- ARMP (pour publication et archivage);
- Présidents CPM (pour information);
- DR – MINMAP RNW (pour information);
- Affichage (pour information);
- Service des Contrats/Archives

TABLE OF CONTENTS

1. Introduction	11
2. Clarifications, modifications, done on the Tender File and petitions	12
3. Establishment of proposals	13
Technical bid	
Financial bid	
4. Submission, reception and opening of bids	15
5. Evaluation of bids	15
General	
Evaluation of technical bids	
Opening and evaluation of financial bids and complaints	
6. Negotiations	17
7. Award of the contract	17
8. Publication of award results and complaints	17
9. Confidentiality	18
10. Signature of the contract.....	18
11. Final bond	18

1. General

- 1.1 The Contracting Authority selects a service provider among candidates whose names feature on the letter of invitation to tender, in accordance with the selection method specified in the Special Regulations of the invitation to tender.
- 1.2 Candidates are invited to submit an administrative file, a technical bid and a financial bid for the provision of the services necessary for the accomplishment of the mission stated in the Terms of Reference. The proposal shall serve as base for negotiation of the contractual terms and eventually the signing of the contract with the candidate retained.
- 1.3 The mission shall be accomplished in accordance with the calendar indicated in the Terms of Reference. Where the mission involves several phases, the performance of the service provider during this phase should satisfy the Project Owner before the next phase commences.
- 1.4 Candidates must be acquainted with the local conditions and take them into account in preparing their bids. To receive first-hand information on the mission and local conditions, candidates are advised, prior to submitting their offers, to take part in the preparatory conference before the preparation of proposals, if the Special Regulations provide for one. But participation in such a conference is not obligatory. Representatives of the candidates must contact officials mentioned in the Special Regulations to organise a visit or obtain complementary information on the preparatory conference. Candidates must ensure that officials are informed of their visit at the required time to take the appropriate measures.
- 1.5 The Project Owner shall furnish the information specified in the Terms of Reference, help the service provider to obtain the licences and permits necessary for the provision of the services and furnish the related data and reports on the project.
- 1.6 It should be noted that:
 - i) costs for preparing the bids and negotiation of the contract, including the visit to the Project Owner are not considered as direct costs of the mission and are therefore not reimbursable; and that
 - ii) the Contracting Authority is not bound to accept any of the bids which would have been submitted.
- 1.7 Service providers shall furnish objective, impartial and professional counsel; in all circumstances, they shall defend the interest of the Project Owner without consideration of an ulterior mission and scrupulously avoid any possibility of conflict of interest with other activities or with the interests of their enterprise. Service providers must not be engaged for missions which would be incompatible with their present or past mission towards other Project Owners or which would risk making it impossible for them to execute their task to the best interest of the Project Owner.
 - 1.7.1 Without prejudice to the general character of this rule, service providers shall not be bound by the circumstances stipulated hereunder:
 - a) No enterprise engaged by the Contracting Authority shall supply goods and services or provide services for a project, nor shall any enterprise affiliated to it be accepted to provide advisory services for the same project. Equally, no design office engaged to supply consultancy services in view of the preparation or execution of a project nor shall any enterprise affiliated to it, eventually be admitted to supply goods, provide services or execute services linked to its initial mission for the same project (unless it is a continuation of the same project).

b) Neither the service providers nor enterprises affiliated to them can be engaged for a mission which, by its nature, risks being incompatible with another of its missions.

1.7.2 As indicated in paragraph 1.7.1(a) above, service providers may be engaged to perform service downstream where it is essential to ensure some continuity, in which case the Special Regulations must state this possibility and the criteria used in the selection of the service provider must take into account the possibility of renewal. It is exclusively up to the Project Owner to decide to execute or not the activities downstream and if in the affirmative, to determine which service provider shall be engaged to this end.

1.8 The Contracting Authority requires of its bidders and contractors that they strictly respect the rules of professional ethics during the award and execution of these contracts. By virtue of this principle, the Contracting Authority:

a) For purposes of this clause, defines the expressions below in the following manner:

- i) is guilty of "corruption" anyone who offers, gives, solicits or accepts any advantage in view of influencing the action of a public employee during the award or execution of a contract;
 - ii) is involved in "fraudulent manoeuvres" anyone who deforms or distorts facts in order to influence the award or execution of a contract;
 - iii) "collusion" refers to any form of agreement between two or several bidders (whether the Contracting Authority has knowledge of it or not) aimed at artificially maintaining the price of bids at levels that do not correspond to those that will result from competition;
 - iv) and "coercive practices" refer to any form of attack on persons or their property or threats against them in order to influence their action in the award or execution of a contract;
- b) May reject an award proposal if it determines that the proposed winner is directly or through an agent, guilty of corruption was involved in fraudulent manoeuvres, collusion or coercive practices for the award of the contract.

1.9 Candidates shall communicate information on commissions and bonuses possibly paid or to be paid to agents in relation to this bids and the execution of the contract if it is awarded to the candidate, as requested in the financial bid form ((Tender Letter).

1.10 Candidates must not have been excluded from being awarded contracts because of corruption or fraudulent manoeuvres.

2. Clarifications and amendments done on the Tender File and complaint

2.1 Candidates have up to a date specified in the Special Regulations to request for clarifications on any of the documents of the Tender File. Any request for clarifications must be in writing and forwarded by mail, fax, or electronic mail to the address of the Contracting Authority with a copy to the Project Owner found in the Special Regulations. The Contracting Authority gives his response by mail, fax or electronic mail to all candidates to whom letters of invitation were sent and sends a copy of the response (by attaching an explanation of the request for clarification, without identifying the origin) to all those who intend to tender.

- 2.2 At any moment before the submission of bids, the Contracting Authority may, for whatever reason, either at his own initiative, either in reply to a request for clarification from a candidate invited to tender, amend documents of the Tender File by way of an addendum. Any amendment is published in writing in the form of an addendum. The addenda are communicated by postal mail; fax or electronic mail to all the candidates requested and are obligatory on them. At his convenience, the Contracting Authority may postpone the date for the submission of bids.
- 2.3 Between the publication of the tender notice, including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may petition the Contracting Authority.
- 2.4 The petition must be addressed to the Minister in charge of Public Contracts with a copy to the Contracting Authority, the body in charge of the regulation of public contracts and to the chairperson of the Tenders Board.

It must reach not later than five (5) days before the opening of bids.

- 2.5 The Contracting Authority has five (5) days to react. The copy of the reaction shall be transmitted to the body in charge of the regulation of public contracts.

3. Establishment of proposals

- 3.1 Candidates are bound to submit bids in the language(s) indicated in the Special Regulations.

Technical proposal

- 3.2 During the preparation of the technical bid, candidates are supposed to examine in detail the documents that make up the consultation file. The blatant insufficiency of the information furnished may lead to the rejection of a bid.

During the preparation of the technical bid candidates must pay particular attention to the following considerations:

- i) The candidate who thinks he does not have all the necessary skills for the mission may obtain them by associating with one or several individual candidates and/or other candidates in the form of joint-venture or sub-contracting as the case may be. Candidates may only enter into joint venture with other candidates solicited for this mission with the approval of the Contracting Authority as indicated in the Special Regulations. Candidates are encouraged to seek the participation of national candidates by concluding joint venture agreements (notarised agreements) with them or sub- contracting part of their mission to them.
- ii) For missions based on work time, the estimate of the work time shall be provided for in the Special Regulations. Meanwhile, the bid must be based on the estimation done by the candidate of the work time put in by the personnel.
- iii) It is recommended that the proposed specialised personnel make up the majority of the candidate's permanent staff or have a stable longstanding working relation with the candidate.
- iv) The proposed specialised personnel must have at least the experience indicated in the Special Regulations, experience which it would have acquired in similar working conditions in the country where the mission will take place.
- v) No choice of specialised personnel may be proposed and only one curriculum vitae (CV) per job position shall be authorised.

3.3 Reports to be produced by candidates within the framework of this mission must be written in the language(s) stipulated in the Special Regulations. It is recommended the candidate's personnel should have a good practical mastery of English and French.

3.4 The candidate's technical offer with the help of the attached tables should provide the following information (Document No. 6):

- i) A brief description of the candidate and a general idea of his recent experience within the framework of similar missions (Table 6B). For each of them, this summary must especially indicate the characteristics of the proposed personnel, the duration of the mission, the amount of the contract and the share of the candidate.
- ii) All possible observations or suggestions on the Terms of Reference, data, services and installations must be furnished by the Contracting Authority (Table 6C).
- iii) A description of the methodology and work plan proposed to accomplish the mission (Table 6D).
- iv) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 6E).
- v) Recent curricula vitae signed by the proposed specialised personnel and the representative of the candidate empowered to submit the proposal (6F). In the key information must feature for each, the number of years of experience of the candidate and the scope of responsibilities exercised within the framework of the various missions during the past eight (08) years.
- vi) Estimates of the contribution by the personnel (senior and support staff, time), necessary for the accomplishment of the mission, justified by bar diagrams, indicating the work time provided for each senior staff of the team (Tables 6E and 6G).
- vii) A detailed description of the method, personnel strength and follow-up envisaged for training, if the Special Regulations state that this is a major element of the mission.
- viii) Any other information requested in the Special Regulations.

3.5 The technical proposal must not include any financial information.

Financial proposal

3.6 The financial bid must be established using model tables (Document No. 7). It lists all the related costs of the mission. If need be, all the costs may be distributed by activity.

3.7 The financial bid must separately present taxes, duties (including social security contributions), rates and other applicable tax costs by virtue of the laws in force on the candidates, sub-contractors and their personnel (other than citizens or permanent residents of Cameroon), except otherwise indicated in the Special Regulations of the Invitation to Tender.

3.8 Candidates must indicate the price of their services in the currency (ies) specified in the Special Regulations.

3.9 Commissions and bonuses paid to be paid eventually by the candidates in relation to their mission shall be specified in the submission letter of the financial bid (Section 7A).

- 3.10 The Special Regulations of the invitation to tender indicates the duration of the validity of the bids from the date of submission. During this period, candidates must make available the specialised personnel proposed for the mission. The Contracting Authority in relation with the Project Owner shall do everything possible to conclude the negotiations within the time limit. If he intends to extend the validity of the bids, candidates who do not want it are justified in refusing such an extension.

4. Submission, reception and opening of bids

- 4.1 The original of the bid must be in indelible ink. It should have no additions between the lines or overloading on the same text. Except only to correct possible mistakes made by the candidate himself, any correction of this type must be initialled by signatory (ies) of the bids.
- 4.2 A representative duly authorised by the candidate must initial all the pages of the bid. This authorisation must be confirmed by a written power of attorney attached to the bid.
- 4.3 For each proposal, the candidates must prepare the number of copies indicated in the Special Regulations of the invitation to tender. Each technical and financial bid must bear the inscription "ORIGINAL" or "COPY" as the case may be. In case of discrepancy between the copies of the bids, it is the original copy that shall be considered as authentic.
- 4.4 Candidates must put the original and all the copies of the administrative documents listed in the Special Regulations in one envelope bearing the inscription "ADMINISTRATIVE DOCUMENTS", the original and all the copies of the technical bid in an envelope clearly bearing the inscription "TECHNICAL BID" and the original and all the copies of the financial offer in a sealed envelope clearly bearing the inscription "FINANCIAL BID" and the warning "TO BE OPENED TOGETHER WITH THE TECHNICAL BID" Candidates should then put all the three (03) envelopes in the same sealed envelope which bears the address where the bids are deposited and the information indicated in the Special Regulations, as well as the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION".
- 4.5 The bid bond may be seized:
- a) if the bidder withdraws his offer during the period of validity,
 - b) if the preferred bidder:
 - i) fails in his obligation to subscribe the contract or,
 - ii) fails in his obligation to furnish the final bond required;
 - iii) refuses to receive notification of the contract
- 4.6 The duly established administrative file, the technical and financial bids must be submitted to the address indicated not later than the date and time stated in the Special Regulations. Any bid received after the deadline for submission of bids shall be returned to the sender unopened.
- 4.7 As soon as the time limit for the submission of bids expires, the administrative and technical files are opened by the Tenders Board. The financial bid remains sealed and is handed over to the chairperson of the competent Tenders Board who keeps it until the session for the opening of financial bids.

5. Evaluation of proposals

General

- 5.1 Bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for issues having to do with their offers between the opening of bids and the award of the contract.

- 5.2 Any attempt made by any bidder to influence the proposals of the Tenders Board relating to the evaluation and comparison of bids or decisions of the Contracting Authority in view of the award of a contract may lead to the rejection of his offer.

Evaluation of technical bids

- 5.3 The Evaluation sub-committee set up by the Tenders Board, evaluates the technical bids on the basis of their compliance with the Terms of Reference, with the help of evaluation criteria, sub-criteria (generally, not more than three per criterion) and of the points system specified in the Special Regulations. Each compliant bid is attributed a technical score (Ts). A bid is rejected at this stage if it does not satisfy the important aspects of the Terms of Reference or does not obtain the minimum technical score mentioned in the Special Regulations.
- 5.4 At the end of the evaluation of the technical quality, the Contracting Authority notifies the bidders whose bids did not obtain the minimum quality score that their bids were not retained; their financial bids are returned to them at the end of the selection process unopened. At the same time, the Contracting Authority notifies candidates who obtained the minimum qualification score and informs them of the date, time and venue of the opening of the financial bids. This notification may be addressed to them by registered mail, fax or electronic mail.

Opening and evaluation of financial bids

- 5.5 The financial bids are opened by the Tenders Board in the presence of representatives of the candidates which wish to attend. The name of the candidate and the proposed price are read out loud and entered in writing during the opening of the financial bids. The Contracting Authority takes down minutes of the opening session.
- 5.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately puts at the disposal of the focal point designated by ARMP, an initialled copy of the bids submitted by bidders.
- 5.7 In case of petition, it must be addressed to the Minister in charge of Public Contracts with copies to the body in charge of regulation of public contracts and the Project Owner or Delegated Project Owner.

It must reach within a maximum deadline of three (03) days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the complainant and possibly by the chairperson of the Tenders Board.

The Independent Observer shall attach to his report the sheet handed to him, with related comments or observations.

- 5.8 The Evaluation sub-committee shall determine if the financial bids are complete (that is, if all the elements of the corresponding technical proposal have been costed; shall correct any calculation error and shall convert the prices expressed in various currencies into the currency mentioned in the Special Regulations. The official exchange rate used to this effect furnished by the Bank of Central African States (BEAC) shall be those in force on the deadline for the submission of bids. The evaluation is done without taking into account the dues, taxes and other taxes as defined in paragraph 3.7.
- 5.9 In case of quality-cost selection, the compliant lowest financial bid (fm) shall be awarded a financial score (sf) of 100 points. The financial scores (sf) of other bids shall be calculated as indicated in the Special Regulations. The bids are classified in relation to their combined technical scores (st) and financial scores (sf) after introduction of weights (T being the

weight attributed to the technical bid and P the weight attributed to the financial bid; $T + P$ being equal to 100, as indicated in the Special Regulations. The candidate with the highest combined technical and financial score is then invited for negotiations.

- 5.10 In case of selection within the framework of a determined budget, the Evaluation sub-committee shall retain the consultant with the best technical bid within the limits of the budget ("evaluated price"). The bids above this budget shall be rejected. In case of least cost selection, the client or Contracting Authority shall retain the lowest bid ("evaluated price") among those which obtained the minimum required score. In the two cases, the selected consultant shall be invited for negotiations.

6. Negotiations

- 6.1 Negotiations may take place at the address indicated in the Special Regulations between the Contracting Authority and/or Project Owner and the candidate whose offer is retained, the objective being to reach an agreement on all the points and signing a contract.

In no case, shall there be concomitant negotiations with more than one candidate. These negotiations which must have nothing to do with the unit prices must culminate in minutes signed by the two parties.

- 6.2 Negotiations shall involve discussions on the technical proposal, the proposed methodology (work plan), personnel and any suggestion made by the candidate to improve on the Terms of Reference. The Contracting Authority and/or Project Owner the candidate shall then draw up the final Terms of Reference, the bar diagrams indicating the activities, the personnel used, and the time spent on the field and at the head office, time spent monthly on work, logistics and the regulations for writing reports. The work plan and the final Terms of Reference which were agreed upon are then integrated into the "Description of Services" which shall be part of the contract. Care should be taken to obtain as much as possible from the candidate within the limits of the budget and to clearly define the inputs which the project Owner must furnish to ensure the proper execution of the mission.
- 6.3 Financial negotiations especially shall aim at specifying (where need be) the candidate's tax obligations in the Republic of Cameroon and the manner in which these obligations are taken into account in the contract; they shall also integrate the agreed technical modifications into the cost of services. Except under exceptional circumstances, financial negotiations shall have nothing to do either with the rate of remuneration of the personnel (no breakdown of rates) or on other unit rates, whatever the method of selection.
- 6.4 Having based its choice of a candidate, among other things, on an evaluation of the proposed specialised personnel, the Contracting Authority shall be expected to negotiate the contract on the basis of the experts whose names feature on the proposal. Prior to the negotiation of the contract, the Contracting Authority shall insist on the assurance that these experts are effectively available. The Contracting Authority shall not take into account the replacement of this personnel during negotiations, except if the two parties agree that this replacement was rendered unavoidable because a major delay in the selection process or that these replacements are indispensable in the realisation of the objectives of the mission. If this is not the case and if it is established that the candidate proposed a key person without being sure of his availability, the company may be disqualified.
- 6.5 The negotiations shall culminate in the examination of the draft contract. The candidate and the Contracting Authority shall conclude by initialling the agreed contract. If the negotiations fail, the Contracting Authority shall invite the candidate whose bid was placed second for negotiations.

7. Award of the contract

- 7.1 Once the negotiations are over, the Contracting Authority shall award and publish the results.
- 7.2 The successful bidder is supposed to start his mission on the date and time specified in the Special Regulations.

8. Publication of results of award and petitions

- 8.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.
- 8.2 The Contracting Authority shall be bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 8.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation of public contracts shall be kept.
- 8.4 In case of complaint as provided for by the Public Contracts Code, it should be addressed to the Minister of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Project Owner and the chairperson of the Tenders Board. It must take place within a maximum deadline of five (5) working days after publication of the results.

9. Confidentiality

No information concerning the evaluation of the bids and the recommendations for award must be communicated to the bidders who submitted a tender or any other person who was not qualified to take part in the selection procedure, as long as the award has not been notified to the successful bidder.

10. Signing of the contract

- 10.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board concerned for examination and adoption.
- 10.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 10.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

11. Final Bond

- 11.1 Within twenty (20) days of the notification by the Contracting Authority, the service provider shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 11.2 The bond whose rate varies between 2 and 5 % may be replaced by a guarantee from a banking establishment approved according to the instruments in force, with the Contracting Authority as beneficiary or by a joint or several guarantees.
- 11.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide either a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 11.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract under the conditions laid down in the GAC.

**Document n° 3: Special Regulations
of the Invitation to
Tender (SRIT)**

1.1 **Name of Delegated Contracting Authority:** The City Mayor of Bamenda City Council

Method of selection: The consultant will be chosen in the framework of quality-cost.

Name, objectives and description of the mission: In general, the consultant selected shall carry out control and supervision of the rehabilitation of some roofs at the Bamenda Main Market.

1.2 The services shall include amongst others,

- Step by step control before, during and after all the construction operations;
- Verification to ensure respect for specified norms of materials to be used;
- Quality control of materials and equipment to be put in place;
- Verification to ensure the respect of quality of labour to be used;

1.3 **The mission includes several phases:** No.

1.4 **Conferences prior to the establishment of the proposals:** No.

Name, address and telephone number of officials of the Contracting Authority:

<i>Name</i>	<i>Address</i>	<i>Telephone</i>
<i>Fon Festus</i>	<i>Director of Technical Services BCC</i>	<i>677 14 41 31</i>
<i>Nde Peter</i>	<i>Department of Technical Services BCC</i>	<i>677 00 32 58</i>

1.5 **The Contracting Authority shall furnish the following:** The consultation file and/or any additives.

1.7.2 **The Consultant envisages the necessity to ensure certain continuity of prior activities.** No.

1.8 **The contractual clauses relating to fraudulent manoeuvres and corruption are:** Those contained in Article 77 of the General Administrative Conditions.

Clarification can be requested not later than 14 days before the opening of bids.

2.1 The clarification request should be sent to the following address: the **Department of Technical Services of the Bamenda City Council, Tel: 677 14 41 31 / 677 00 32 58.**

3.1 The proposals must be submitted in the following language (1): English or French

- Two Consultants can associate. Yes
- The number of months necessary for specialized workers is four (04) months.
- The key PERSONNEL must have the following minimum experience:
 - Specialty: civil engineer;
 - Working experience: At least five (5) years in supervision of building construction and public works.

3.3 The language(s) of the reports of the mission is English or French.

- Further training does not constitute a major element in this mission. It shall not be necessary to send persons for special training specific to the assignment.
- Other information to be furnished in the technical proposal:
- Support staff,

3.4

- Equipment,

Taxes: the consultant shall be subjected to all taxation regulations in force in the Republic of Cameroon.

3.7

Local expenditure items should be drawn in local currency. Yes

3.8

Bids must remain valid for ninety (90) days after the deadline for submission, that is up to:

3.10

The consultant shall submit one (1) original and four (4) copies.

4.3

Address where the proposal should be submitted: Bamenda City Council, Department of Technical Services, Tel. 233 36 12 67 / 677 14 41 31.

4.4

Information to be added on the outer envelope:

Open National Invitation to Tender N° 009/ONIT/BCCITB/2022 of 11/05/2022 for the selection of a consultant to control and supervise the rehabilitation of some roofs at the Bamenda Main Market under "Emergency Procedure" (Relaunched)

«TO BE OPENED ONLY DURING THE BID OPENING SESSION»

4.6.1

1. Volume 1.: Administrative documents

- Agreement of the group (where need be);
- Power of attorney (where need be);
- Certified copy of tax payers card;
- A certified copy of business licence;
- A certified copy of Certificate of incorporation;
- A certificate of non-bankruptcy established by the Court of First Instance or the Chamber of Industry and Trade of the residence of the agent dating not less than three (3) months preceding the date of submission of bids;
- An attestation of banking domiciliation delivered by a bank approved by the Ministry in charge of Finance of Cameroon;
- A certificate of non-exclusion from public contracts issued by the PCRB;
- A statement from the National Social Insurance Fund certifying that the Bidder has fulfilled its obligations towards the said fund not older than three (3) months;
- An attestation signed by the Director of taxation certifying that the bidder did the regular declaration in matters of taxation for the current financial year, dating not more than three (3) months old (Attestation de non-redevance);
- A certified plan and attestation of localization;
- An attestation of site visit.

In case of joint bidding, each member of the group must submit a complete administrative file, document c, d and e certificate under validity.

N/B: The bidder has up to before the signature of his contract, to complete his administrative documents.

- **Volume 2:** The technical document shall contain the documents herein cited in the

3.4 of the GRIT.

- A brief description of the candidate's consulting firm making mention of its recent experience in similar missions (Table 6B). For each of them, this summary must indicate especially the nature of the proposed personnel, the duration of the mission, the amount of the contract and the share taken by the candidate;
- All possible observations or suggestions on the Term of Reference and statistics, services and installations to be furnished by the Contracting Authority (Table 6C);
- A description of the methodology and work plan proposed to accomplish the mission (Table 3D);
- The composition of the team proposed, by specialty as well as the task assigned to each person and their calendar of work (Table 6E);
- Signed recent curricula vitae of the proposed specialized personnel and that of the representative of the candidate empowered to submit the offer (Table 6F). The information must include the number of years of experience of the candidate and the scope of his responsibilities in the framework of the various missions during the last eight (08) years;
- Estimates of inputs of the staff (senior and support staff, time necessary for the accomplishment of the mission) justified by bar diagrams indicating the work time previewed for each senior staff of the team (Tables 6E and 6G);
- All other information requested in the SRIT.

The technical offer must not include any financial information.

3. Volume 3: The financial offer must include the following documents listed of 3.6 the GRIT:

- The declaration of intention to tender, stamped and signed with a fiscal stamp of 1000 FCFA (following the model attached);
- Detail unit cost of the various operations;
- Summary of costs.

The Administrative, Financial and the Technical offers must be submitted not later than the **02/06/2022 at 12 noon** local time, at Bamenda City Council, Department of Technical Services, Tel: 677 14 41 31/677 00 32 58.

The bids shall be opened in two phases.

The administrative and the technical offers shall be opened by the sub commission for analysis, at the Bamenda City Council conference room on the **02/06/2022 at 1pm** local time, in the presence of the bidders or their dully mandated representatives. Only financial offers of bidders who qualify after verification of administrative offer and who score at least 80% after evaluation of the technical offers shall be opened on a later date.

4.6.2

Any complementary information to the Contracting Authority must be sent to the following:
The office of the City Mayor, Bamenda City Council.

Eliminatory criteria

Any of the following may lead to the rejection of the bid:

5.1

- Absence of bid bond;
- False declaration or forged documents;

- Technical score of less than 80 out of 100 percent;
- Omission in the price list of a quantified item;
- Duration of work given by the bidder more than that fixed in the tender;
- Non compliance with the bid model;
- Absence of Special Administrative Clauses (CCAP) initialled in all its pages.

5.3

Essential criteria

The technical proposals shall be evaluated on the basis of the following essential criteria:

- Personnel.....45 points
- References.....10 points
- Equipment.....20 points
- Methodology/planning.....25 points
- Total.....100 points**

The number of points that shall be awarded to each criterion and sub-criterion shall be as follows:

○ **Personnel**

Qualification and competence of key personnel for the mission

- Chief of Mission: Civil Engineer, holder of at least a bachelor degree in civil engineering with at least 8 years of experience in control and supervision of building construction or public works and must be enrolled in the National Order of Civil Engineers.....9 points
- Follow-Up Engineer: Civil Engineer, holder of at least BSC in civil engineering and at least 5 years of experience in road works. Must be enrolled in the National Order of Civil Engineers.....7 points
- Follow-up Technicians No 1: holder of at least HND or (BAC) in the relevant field.3 points
- Follow-up Technicians No 2: holder of at least HND or (BAC) in the relevant field.3 points
- Geotechnician: holder of at least HND or (BAC) in the relevant field3 points
- Environmentalist: Holder of at least BSC in environmental engineering and at least 3 years of experience4 points

Professionalism of key personnel

Enrolment of Engineer(s) in the order.....4 points

Experience of key personnel

Chief of Mission must have a minimum experience of 8 years.....2 points
 Follow-Up Engineer must have a minimum experience of 5 years.....2 points
 Follow-up Technician No 1 must has a minimum experience of 3 years.....2 points
 Follow-up Technician No 2 must has a minimum experience of 3 years.....2 points
 Environmentalist must have a minimum experience of 3 years.....2 point
 Geotechnician must have a minimum experience of 3 years.....2 point

○ **References**

- Two similar works controlled within the last five years. Their total value should be at least 100 000 000 FCFA.....10 points

○ **Equipment**

- Essential testing equipment and tools, vehicle(s), computers, software etc.15 points
- Availability of the logistics or prove of ownership.....5 points

○ **Work plan and methodology proposed in the TOR Schedule.....25 points**

(Calendar of work for each worker in the control team including Head Consultant, supervisor and Intermediate Technician.

The minimum acceptable total points obtained for the technical offer shall be 80%.

Formulae for the determination of the technical and financial scores

a) the following formula shall be used to establish the technical score of the bidder:

$$ts = t \times 70/100$$

ts being the technical score for the offer under consideration,

t = being the total points obtained for the technical offer, and

b) the following formula shall be used to establish the financial score of the bidder:

$$Fs = (100 \times fm/f)$$

Fs being the financial score for the offer under consideration;

fm being the lowest financial offer amongst the bidders; and

f the financial offer under consideration

Determination of the Final Global weighted score

$$S = ((70 \times T) + (30 \times F))/100$$

Where S = final global weighted score

T = the firm's score in its technical offer (weighted 70% or .7)

F = the firm's score in its financial offer (weighted 30% or .3)

Method for selection of the Consulting firm

The Consulting firm with the highest combined score shall be invited for negotiation.

The start of the mission shall be communicated latter.

Note: If the Architect and/or the Engineer are not enrolled in their respective Orders, he/she loses all the points attributed him/her.

5.10

Document n° 4: Special Administrative
Clauses (SAC)

Summary

Chapter I: Generalities	27
Article 1: Subject of the Contract	27
Article 2: Procedure of award of the contract	27
Article 3: Definitions and attributions	27
3.1. General Definitions	27
3.2. Security	27
Article 4: Language, law and applicable regulation	28
Article 5: Constitutive documents of the Contract	28
Article 6: Applicable general texts	28
Article 7: Communication.....	29
Article 8: Service Orders and other correspondences	29
Article 9: Conditional phase contract	29
Article 10: Equipment and personnel of the bidder	29
Chapter II: Financial Clauses	29
Article 11: Guarantee	29
11.1. Final bond	29
11.2. Security (Guarantee) Bond	30
Article 12: Amount of the Contract	30
Article 13: Place of payment	30
Article 14: Variation of Prices	30
Article 15: formula for revision of Prices	30
Article 16: Price updating formula	30
Article 17: Advances	31
Article 18: Payment of services	31
18.1. Verification of services Executed	31
18.2. Monthly detailed account	31
18.3. General detailed account	31
Article 19: Interest on overdue payments	31
Article 20: Penalties for lateness	31
Article 21: Final detailed account	32
Article 22: General and final detailed account	32
Article 23: Fiscal and custom regulations	32
Article 24: Stamp duty and registration of contracts	32
CHAPTER III: EXECUTION OF THE SERVICES	33
Article 25: Duration of the Contract	33
Article 26: Obligations of the Contracting Authority	33
Article 27: Obligations of the service provider	33
Article 28: Insurance	34
Article 29: Execution program	34
Article 30: Approval of personnel.....	34
Article 31: Sub-contracting	34
CHAPTER IV: RECEPTION	34
Article 32: Follow-up and Reception Committee	34
Article 33: Reception of services.....	34
CHAPTER V: MISCELLANEOUS PROVISIONS	35
Article 34: Case of unforeseen circumstances	35
Article 35: Termination of the contract	35
Article 36: disagreement and disputes	35
Article 37: Formatting and dissemination of this contract	35
Article 38 and the last – Validity of contract	35

Chapter I: Generalities

Article 1: Subject of the Contract

The subject of the present contract is the selection of a consulting firm to control and supervise the rehabilitation of some roofs at the Bamenda Main Market.

Article 2: Procedure of award of the contract

The present contract is awarded through **Open National Invitation to Tender N° 009/ONIT/BCCITB/2022** of 11/05/2022.

Article 3: Definitions and attributions

3.1. General Definitions:

- **The Contracting Authority** is The Minister of Decentralization and Local Development
- **The Delegated Contracting Authority and Project Owner** is the City Mayor of Bamenda City Council. He ensures the preservation of the originals of the documents of the contract and the transmission of copies to the PCRB by the focal point designated to that effect.
- The attributions of the **Contract Manager** are carried out by the Director of Technical Services hereby denominated « **The Contract Manager** ». He ensures the respect of the administrative, technical and financial clauses and contractual durations.
- The attributions of the **Contract Engineer** are carried out by the Divisional Delegate of Housing and Urban Development- Mezam hereby denominated « **The Contract Engineer** ». He is responsible for the technical follow-up of the contract.
- The **Consultant** who carried out the studies is the Department of Technical Services of the City Council.
- The **Project Manager** of the present contract is the holder of the contract for the control and supervision of the rehabilitation of some roofs at the Bamenda Main Market.
- The service provider is the **Project Manager**.
- The competent Tenders Board is the **Bamenda City Council Internal Tenders Board**.
- The terms Service Provider and Consultant are interchangeable in the framework of this contract.

3.2. Security

This contract may be used as security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be: The City Mayor of Bamenda City Council.
- The authority in charge of the clearance of expenditures shall be the City Mayor of Bamenda City Council.
- The body or official in charge of payment shall be *The Regional Treasurer at the North-West Regional Treasury*;
- The official competent to furnish information within the context of execution of this contract shall be the City Mayor of Bamenda City Council.
- The Attributions of the Project Manager is to the Consultant in charge of control and supervision of the works, who examines, verifies, testifies and approves the quality and quantity of all works executed. In consequence, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done. He works in collaboration with the Contract Manager.

Article 4: Language, law and applicable regulation

4.1. The language used is English or French.

4.2. The Contractor has engaged to observe the laws, regulations, dispositions in force in the Republic of Cameroon, and also in his proper organisation as well as in the realisation of the contract. If in Cameroon, these regulations, laws and administrative and fiscal dispositions in force at the date of signature of the present contract happen to be modified after the signature of the contract, the directly resulting eventual cost shall be taken into account without any profit or loses for all parties.

Article 5: Constitutive documents of the Contract

The constitutive documents of the present contract are as listed below following their priority in descending order:

1. The letter of submission or engagement decision;
2. The offer of the Service provider and its annexes in all dispositions none contrary to the Special Administrative Conditions and the special technical clauses mentioned above;
3. The Special Administrative Clauses (SAC);
4. The terms of reference (TOR);
5. The program of execution;
6. The elements peculiar to the determination of the amount of the contract, such as, by order of priority: the prices list; the state of standard prices; the detail estimate; the decomposition of standard prices and/or the sub-detail of unit prices;
7. Plans, calculation details, survey and geotechnical documents;
8. The General Administrative Clauses applicable to contracts of services and intellectual services and enforced by decree N° 033/CAB/PM du 13 February 2007;
9. The General Technical Conditions applicable to services subject of the contract.

Article 6: Applicable general texts

The present contract is subjected to the following general texts:

1. Law n° 96/12 of 05th August 1996 on the management of the environment;
2. The mining Code;
3. The texts governing the order of the profession;
4. The decree n° 2012/074 of 8th March 2012 relating to the creation, organization and functioning of tenders boards;
5. Circular N°001/CAB/PR of 19th June 2012 relating to the award and control of the execution of Public Contracts.
6. The decree n° 2004/275 of 24 September 2004 to institute the public contracts code;
7. The decree No. 2001/048 of 23 February 2001 relating to the setting up, organisation and functioning of the Public Contracts Regulatory Agency;
8. The decree n°2003/651/PM of 16 April 2003 fixing the modalities of application of fiscal and custom regulations in Cameroon;
9. The UTD (Unified Technical Documents) in asphalt road construction and maintenance.
10. The standards practised in Cameroon;
11. Other specific texts in the domain concerning the contract.

Article 7: Communication

8.1. All notifications and communications in the framework of the present contract will be addressed to:

a. In the case where the Contractor is the addressee:

All correspondences will be validly addressed: _____ or by default to the Bamenda II Council.

b. In the case where the Contracting Authority is the addressee:

The City Mayor of Bamenda City Council with a copy addressed within the same time limit to the Contract Manager.

Article 8: Service Orders and other correspondences

8.1. The Service Order to start work is signed by the Contracting Authority and will be notified to the Contractor by the Contract Manager.

8.2. The Service Orders having financial repercussion or susceptible to modify the duration of the contract will be proposed by the Contract Manager and shall be executable after their signature by the Contracting Authority.

8.3. The Service Orders of technical character relating to the normal progress of the site and having no financial repercussion shall be signed by the Contract Manager and notified to the service provider by the Engineer.

8.4. The Service Orders of formal notice are signed by the Contracting Authority.

8.5. The Contractor disposes a time-limit of (15) days to make reservations to Service Orders received. The fact that reservations are made does not exonerate the Contractor from executing the Service Orders received.

Article 9: Conditional phase contract

This contract shall be carried out in a single phase.

Article 10: Equipment and personnel of the service provider

10.1. All modifications even partial to the propositions of the technical offer will be done only after certification by the Contracting Authority or Contract Manager. In case of modification, the service provider will have to replace by some personnel of competence (qualification and experience) at least equal or by equipment of similar performance and in a good operating state.

10.2 Any unilateral modification to the propositions in equipment and in key personnel of the technical offer, before and during the execution will constitute a motif for cancellation of the contract or application of penalties.

Chapter II: Financial Clauses

Article 11: Guarantee

11.1. Final bond

The final bond is fixed at 2% of the amount of the contract including all taxes.

The bond shall be released, or the guarantee liberated, in a time-limit of one month following the date of the provisional reception of the services, after the deliverance of a release order by the Contracting

Authority at the request of the service provider.

11.2. Security (Guarantee) Bond

The security bond or retained for guarantee is not required for contracts of services and intellectual services.

11.3. Start-up advance Bond

This start-up advance must be guaranteed by a reimbursement guarantee bond or caution at one hundred percent (100%) by a local banking institution certified by the Minister in charge of finance under the conditions of COBAC.

The refunding of the start-up advance bond or the caution shall be done when the advance must have been totally reimbursed on presentation of a release order issued by the Contracting Authority upon request by the contractor.

Article 12: Amount of the Contract

The amount of this contract, as shown in [estimate] attached is _____

(in figures) _____ (in letters) CFA including all taxes (VAT); that is:

- Amount excluding VAT: _____ () CFA

- Amount of VAT: _____ () CFA

Article 13: Place of payment

13.1. In return for payments by the Contracting Authority to the Contractor, under the conditions stated in the contract, the Contractor hereby agrees to execute the work in accordance with the Contract.

13.2. The Contracting Authority shall release the sums due for this contract in the following manner:

- a) For payments in CFA francs, by (amount in figures and words) by credit into account n°. _____ opened in the name of the Contractor in the bank _____
- b) For payments in foreign currencies, by (amount in figures and words) by credit into account n°. _____ opened in the name of the Contractor in the bank _____

Article 14: Variation of Prices

14.1. Prices are firm and not subject to revision.

- a. Payments on account made to the Contractor as advances shall not be revisable.
- b. Revision shall be "frozen" upon expiration of the contractual time-limit, except in the case of price reduction.

14.2. Price updating modalities (where need be)

It is preferable not to provide for price updating where the contract includes price revision. On the contrary, price updating is done on the date of notification of contract while price revision is applicable on already updated price.

Article 15: formula for revision of Prices

The price revisable formula shall **not be applicable because prices shall not be revised.**

Article 16: Price updating formula

Prices shall not be updatable. In other words, there shall not be revision of prices.

Article 17: Advances

The Administration's contracting partner may, upon simple request addressed to the Contracting Authority or Delegated Contracting Authority and without any justification, obtain a so-called start-up advance or advance for the supply of building materials whose amount shall not exceed twenty percent (20%), all taxes inclusive of the initial contract amount for works or intellectual services contracts and thirty percent (30%) for supplies contracts.

Article 18: Payment of services

18.1. Verification of services Executed

Before the 30th of each month, the Service provider and the Engineer shall establish a contradictory attachment which recapitulates and fixes the quantities of works realised and established for each item of the schedule during the month and gives right to payment.

18.2. Monthly detailed account

Before the fifth (5) of the month following the month of services, the Contractor will submit in seven (7) copies to the Engineer, a draft of provisional monthly detailed account (one detailed account exclusive of VAT and another account inclusive of taxes), according to the approved model indicating the total sum that he claims due to the execution of the contract, since the beginning.

Only the detailed account exclusive of VAT shall be paid to the service provider. The statement of the amount shall be subject of any entry between the budget of the Bamenda City Council and the Minister in charge of finance.

The amount exclusive of the VAT of the payment on account due the service provider shall be ordered as follows:

- 97.8 % paid directly into the account of the service provider;
- 2.2% paid into the Public Treasury as AIR (deposit for income tax) due by the service provider.

The Engineer has a deadline of seven (7) days to forward to the Contract Manager the detailed accounts he has approved in a way that they are in his possession not later than the 12th of the month.

The Contract Manager has a maximum deadline of fifteen (15) days to sign the detailed account and forward them to the accountant in charge of payment.

18.3. General detailed account

After the approval of the final report, the service provider will address to the Contracting Authority an application for the balance in form of general detailed account making appear the recapitulation of the sums that has been paid as well as the balance to be paid; this recapitulation constitutes the general account.

The payment of the last detailed account is conditioned by the handing in of the final report by the service provider to the Contracting Authority, and the acceptance of the latter, of the said report in a time-limit of fifteen (15) days.

Article 19: Interest on overdue payments

Possible interest on overdue payments shall be paid by statement of sum due in accordance with article 88 of Decree N° 2004 of 24th September to institute the Contract Code.

Article 20: Penalties for lateness

20.1 The amount set for penalties for lateness are as follows:

- one two thousandth (1/2000th) of the amount IT of the basic contract per calendar day of lateness from the first to the thirtieth day after the contractual duration fixed by the contract;
- one one thousandth (1/1000th) of the amount IT of the basic contract per calendar day of lateness above the thirtieth day.

20.2 The penalties for lateness are limited at ten per cent (10%) of the amount excluding taxes of the contract. Above ten per cent (10%) will lead to the cancelation of the contract.

Article 21 Final detailed account

21.1 After the completion of the services and within a time-limit of fifteen (15) days after the provisional reception, the services provider will establish based on the contradictory report, the project of the final detailed account of the services effectively realised which recapitulates the total sum that he claims due to the entire execution of the contract.

21.2 The Contract Manager has a maximum deadline of fifteen (15) days to notify the rectified project and accepted by the service provider.

21.3 The service provider has a maximum deadline of seven (7) days to send back the final detailed account carrying his signature.

Article 22: General and final detailed account

22.1 The Contract Manager or the Engineer has a deadline of fifteen (15) days to establish the general and final detailed account.

The Contract Manager draws up the general and final detailed account of the contract which will be signed contradictory by the service provider and the Contracting Authority. This bill includes:

- the final detailed account;
- account for the balance;
- the recapitulation of the monthly account of payments.

The signing of the general and final detailed account without any reservation by the service provider bound definitively the parties and brings to an end the contract, except as concerns the arrears of interest on overdue payments.

22.2 The service provider has a deadline of seven (7) days to send back the general and final detailed account carrying his signature.

Article 23: Fiscal and custom regulations

The Decree N°2003/651/PM of 16 April 2003 defines the modalities of implementing the fiscal regulations of Publics Contracts.

These elements must be included in the charges that the company impute on the costs of intervention and constitute one item of the sub-detail of prices excluding taxes.

The price including all taxes (IAT) is inclusive of the VAT.

Article 24: Stamp duty and registration of contracts

Seven (07) original copies of the present Contract shall be stamped and registered by and at the expenses of the service provider in accordance with the regulations in force.

In case of non-respect of the statutory period for the registration, the contract may be terminated without any prejudice.

After registration, seven (07) copies of the contract shall be returned to the Bamenda City Council for dispatching.

CHAPTER III: EXECUTION OF THE SERVICES

Article 25: Duration of the Contract

- 25.1. The maximum execution time frame shall be four (04) calendar months.
- 25.2. This duration runs as from the date of notification of the Service Order to start work.

Article 26: Obligations of the Contracting Authority

1. The Contracting Authority shall be bound to furnish the service provider all information necessary for the execution of his mission, and guarantee him, at his expenses the accesses to the sites of the project.
2. The Contracting Authority shall ensure the service provider protection against threats, insults, violence, assault, abuse or defamation of which he may be a victim because of the execution of the mission.

Article 27: Obligations of the service provider

1. The service provider has as mission to ensure the execution of the services and fulfil his obligations in a diligent manner, efficiently, economically, in conformity with the standards, techniques and practices generally accepted in the domain of his activities.
2. During the duration of the contract, the service provider shall not engage himself directly or indirectly in professional or contractual activities susceptible to compromise his independence in relation to his missions assigned to him.
3. In case of conflict of interest regarding a member of the team of the mission, the service provider must inform the Contracting Authority in writing and must replace the expert in question involve the mission or contract.

Conflict of interest shall mean any situation in which the service provider may benefit directly or indirectly for a contract awarded by the Contracting Authority in which he is consulted or any other situation in which he has sufficient personnel or financiers interests to compromise his impartiality in the accomplishment of his functions or in a way to unfavourably affect his judgement.

4. The service provider shall be bound by professional secrecy vis-à-vis third parties on information and other documents obtained or brought about to his knowledge during the execution of the contract.

In this regard, documents established by the service provider during the execution of the contract cannot be published or communicated without the written approval of the Contracting Authority.

5. The service provider shall be bound, during the submission of the final report, to return all borrowed documents to the Contracting Authority.
6. The service provider as well as his associates or sub-contractors shall be forbidden within the duration of the contract and six (6) months after its end, to furnish goods and services to the Contracting Authority resulting from the services or having a close relationship with the said services (except in execution of services or their continuation).

7. The service provider must take charge of the professional expenses and the provision of all the risk of illness and accident in the framework of his mission.
8. The service provider cannot modify the composition of the team proposed in his technical offer without the written approval of the Contracting Authority.

Article 28: Insurance

The following insurance policies are required in the in this contract for the minimum amounts indicated hereafter:

(to be adapted) in professional responsibility covering the damages of all nature to third parties.

- a) Insurance of the risks to third parties by his wage-earning personnel in work activity, by the equipment under use, in the course of execution the services;
- b) Insurance covering the ten-year responsibility.

Article 29: Execution program

The execution programme shall be in conformity with the terms of reference or the specifications of the technical clauses.

Article 30: Approval of personnel

If the Contracting Authority requests the replacement of a member of the team for duly established serious offence or for incompetence, the replacement shall be done at the cost of the service provider within a maximum time-limit of fifteen (15) days.

The Contracting Authority reserves the possibility of refusing to approve a person proposed by the service provider whose qualifications are inadequate.

Article 31: Sub-contracting

The part of the services to be sub-contracted shall be 0% of the amount of the basic contract and its additional services.

CHAPTER IV: RECEPTION

Article 32: Follow-up and Reception Committee

The follow-up and reception committee will consist of the following member:

1. The City Mayor of the Bamenda City Council or his representativechairman,
2. The Director of the Department of Technical Services – BCC (Contract Manager)member,
3. The Regional Delegate of MINMAP NWR;Observer,
4. The Divisional Delegate of MINHDU - Mezam; Contract Engineermember,
5. The Divisional Delegate of MINDDEVEL – Mezammember,
6. The Stores Accountant member,
7. The Project Managersecretary,
8. The Contractor or his representativeobserver.

Article 33: Reception of services

The Consultant shall apply to the Contracting Authority in witting in due time mentioning the proposed date of reception of services. The application shall be accompanied by the final report.

Within a time-limit of five (5) days following the reception of this application, the Contracting Authority will fix a date of reception and communicate this date to all those involved.

CHAPTER V: MISCELLANEOUS PROVISIONS

Article 34: Case of unforeseen circumstances

A case of unforeseen circumstance is any unforeseeable event and insurmountable which shall disturb the Contractor from carrying out all or a part of his contractual obligations.

The Contractor shall inform the Contract Manager in writing in a time-limit of (15) fifteen days of all cases of unforeseen circumstances. As soon as such information is confirmed by the Contract Manager, the Contractor can be cleared of all responsibility for failure to respect his engagements

Article 35: Termination of the contract

The contract may be terminated as provided for in Section III Title IV of Decree No. 2004/275 of September 24, 2004 and also under the conditions stipulated in Articles 42, 43, 44, 45, 46 and 47 of the GAC notably in any of the cases of:

- Lateness of more than fifteen (15) calendar days in the execution of a service order or unjustifiable stoppage of services of more than seven (7) calendar days;
- Delay in delivery of services resulting in penalties of more than 10% of the amount of the contract;
- Refusal to repeat poorly executed services;
- Failure of the service provider;
- Persistent non-payment of services.

Article 36: Disagreement and disputes

Attempt of amicable arrangement should first of all be pursued in case of all disputes occurring between the contracting parties in the framework of this Contract.

In case of failure of an amicable arrangement, all disagreements should be taken before the competence of a Cameroonian jurisdiction.

Article 37: Formatting and dissemination of this contract

Ten (10) copies of the present contract shall be edited at the charges of the Contractor and transmitted to the Contract Manager.

Article 38 and the last: Validity of contract

The present contract shall be final only after its signature by the City Mayor of the Bamenda City Council (Contracting Authority), and comes into force as soon as it is notified to the Contractor.

Document n° 5: Terms of
Reference

Summary

I. Context/Justification.

II. Objectives of mission (General and specific)

III. Organization of the mission and presentation of reports

IV. Mode of execution of the tasks of the control mission

V. Price enclosure slip

I. CONTEXT / JUSTIFICATION

The works concerns the rehabilitation of some roofs at the Bamenda Main Market. The said roofs in addition to being an eye sore are a big problem to the occupants of the buildings who have suffered great damages and losses due to heavy leakages in the rainy season. It is for this reason that the City Council supported by the Ministry of Decentralization and Local Development has engaged in the rehabilitation of the roofs in question as a solution to the problems faced. .
The works shall be carried out in the framework of the development of regional and local authorities and shall be executed on behalf of the Bamenda City Council.

II. OBJECTIVE OF THE MISSION

2.1.GENERAL OBJECTIVES

The selected consultant will have as role the control and supervision of the rehabilitation of some roofs at the Bamenda Main Market.

The services shall include amongst others the technical control, geotechnical and environmental control of the realization of works relating building construction and public works.

2.2.SPECIFIC OBJECTIVES

The control mission that shall be attributed this contract shall control and supervise the following works:

Preliminary works:

Site installation;
Execution program
Demolition of existing structures.

Concrete and masonry works

Construction of Sand Crete block walls,
Plastering with cement mortar,
Construction of reinforced concrete beams.

Roofing and ceiling works:

Construction of roof frame;
Construction of fascia boards;
Construction of roof gutters;
Roofing,
Construction of ceiling.

Painting and drainage works

Painting of external walls with pantex 1300,
Construction of drainage pipes.
All other works necessary for the realization of the project.

2.2.1 CONTROLS

The control mission shall principally be concerned with:

- Technical control, (quality assurance)
- Geotechnical control,
- Environmental control,
- Other control activities

2.2.2 TECHNICAL CONTROL (quality assurance)

The activities involved shall include:

- Notification of the contractor for the establishment of the performance program;
- Establishment of performance program together with the contractor;
- Verification of the activities of the executing enterprise and ensuring that the established planning is respected;
- Control the origin and quality of materials used and materials supplied;
- Ensure that technical specifications, environmental considerations and construction standards are respected;
- Geotechnical investigations for concrete works;
- Update the performance program when need arises;
- Organize regular site meetings with the contractor;
- Response to public request during construction;
- Interpret the contract;
- Informs contractor of project owner decisions;
- Communicate to project owner the contractor's claims, etc.;
- Establish certificate of good and successful performance of the contract;
- Makes interim bills and reports and final bills and reports and transmit them to the project owner.

The order of implementation shall be specified to the contractor by the control mission through service orders.

2.2.3 GEOTECHNICAL CONTROL

This is to ensure that the contractor realizes the works in accordance with the prescriptions of the technical specifications. These controls shall be before, during and after the execution of the works.

2.2.3.1 Activities before Execution

- Certification of the state and suitability materials to be used for the construction of structures
- Certification of excavation/ foundation depths
- Certification of backfilling and compacting

2.2.3.2 Activities during Execution

He shall control activities such as:

- Mixtures and regulation of material
- Formworks
- Concreting/curing of concrete
- Homogeneity of material
- Water content of concrete

2.2.3.3 Activities after Execution

- Measurement of in-situ density for compaction. The supervisor and controller shall make available qualified personnel and equipment to enable the carrying out of the following geotechnical tests:
 - Rapid compaction test;
 - Proctor test;
 - In-situ density;
 - Concrete test;
 - Sand equivalent test.

2.2.4 ENVIRONMENTAL CONTROL

This consist of verifying that the contractor carries out all the works described in the contract in strict respect of national and applicable international environmental protection prescriptions, especially ensuring that the environment is brought to its natural state after completion of work. This shall be in accordance with the mitigation measures prescribe in the contractor's contract.

2.2.5 OTHER CONTROL ACTIVITIES

Other activities attributed to the consulting firm shall be:

- Issuance of service orders to the contractor;
- Follow up the implementations of the terms of service orders;
- The follow-up and verification of topographic measurements carried out by the contractor;
- Site management and control of all administrative procedures;
- The organization of provisional reception of works with the designated personalities.

The Chief of Mission, has to be installed within 15 days from the date of notification of the service order to start works, for technical supervision of works. The Field office of the consultant would be set up at the same moment. The rest of the control team shall be put in place as soon as the contractor mobilizes for field operations. The control mission will submit his plan of work to the Project owner. This plan shall include:

- The list of material and equipment including the age and their uses;
- The detailed list of the personnel of the control mission in conformity with the above list and their task description;
- The provisional plan of work of the control mission;
- The envisaged methodology to complete the services.

It is upon submission of the plan of work that the control mission concert with the contractor to work out the modalities for the commencement of works.

2.2.6 MATERIAL AND GEOTECHNICAL ANALYSIS

The consultant must follow up geotechnical analysis carried out by the contractor both in the field and in the laboratory, to ensure that the test and procedures are in conformity with prescribed norms. All geotechnical analysis must be carried out as far as the works are advancing.

2.2.7 CONTROL AND SUPERVISION OF WORKS

The methodology for the intervention of the control mission can be divided into three phases:

- Control before commencement of works,
- Control during works, and
- The final phase control after works

2.2.7.1. Controls before Commencement of Works

This is the period during which the contractor is carrying out mobilization by putting in place his personnel, construction of his base camp and organizing preliminary activities for the works (setting out, geotechnical evaluation of the site, source of suitable construction material etc.) During this period the control mission will organize its activities under the following aspects: administrative control, technical control and project management.

a) Administrative Aspects

The control mission will have to ensure that the contractor submits the following administrative documents before the commencement of work.

- A guarantee in the prescribed format of a Bank Caution.
- An insurance policy that covers the whole contract.
- Complete curriculum vitae of all the key personnel with copies of their certificates as presented in their bids;
- Registered contract.

b) Technical Aspects (Control of Quantities and Quality)

This shall involve a reconnaissance survey of the project sites in order to:

- Organize a field visit with the contractor to confirm works and quantities which shall form the basis of the performance program to be established by the contractor. The performance program has to be in conformity with the tender document and plans.
- Identification of suitable construction material
- Control the installation of suitable equipment by the contractor.
- Control the quality of materials to be used by the contractor.
- Control the sequence of implementation proposed by the contractor.
- The supervisor also ensures that the contractor submits the performance program and planning of works on time.

2.2.7.2. Control during Execution of Works

The control of works shall involve the interpretation of all documents relevant to the contract, the verification of the works carried out to ensure conformity with the tender document, contract, approved plans, geotechnical tests, quantities, modification of works if necessary and preparation of payments. These shall be achieved by:

- Control of the quality of work
- Control of the quantities of work executed
- Ensuring environmental protection measures
- Monitoring the progress of works relative to the duration of the contract
- The verification of the administrative documents of the contractor.

Strict procedures shall be put in place for the inspection of works. Works of inferior quality and that do not respect the norms prescribed in the technical specifications shall be rejected and shall not be certified for payments. Other supplementary measures shall be adopted to ensure that corrections are made for the poorly executed works.

Works shall be approved in sections as agreed upon between the Engineer of the contractor and the Engineer of the control mission. The engineer of the contractor can only proceed to the next section of work after a written reception of the previous section.

The control team has to closely monitor the progress of work ensuring that it is in conformity with the approved work plan, and has to discuss any irregularities with the contractor. In the event where work progress is not satisfactory the control mission has to identify elements that need special attention and order the contractor to take the necessary steps.

The contractor has to respect working hours, except on special authorization from the supervisor. In case of an authorization the contractor must conform to existing laws and regulations and bear the additional cost in respect of administrative procedures.

Systematic control procedures shall be put in place after discussion with the contractor namely:

- Notification of service orders received;
- Recording of quantities of work executed per day;
- Preparation of attestations for the quantities of work executed monthly;
- Resolving of complaints;
- Use of works register;
- Use of reception forms for works realized prepared by the control mission;
- Request for supplementary geotechnical analysis for the works;
- Verification of the setting out and implantation of new structures;

- The contractor must present all material to be used for construction to the control mission that has to ensure their conformity with prescribed norms and specifications. The control mission has to regularly verify the activities of the personnel of the contractor as well as their equipment.
- Verifies the conformity of the contractor's proposals for temporal construction to prescribed norms.
- Putting back to its natural state the surroundings of all constructed structures. The Chief of Mission ensures that the contractor has the right of way for his operations. The contractor shall be responsible for any destruction of property in the process. In case supplementary space is needed the necessary administrative procedures shall be engaged and facilitated, so as to clarify issues on ownership, right of passage and the issue of compensation.

a) Field Log Book and Reports

The Chief of mission shall have a field log book in which important events and contacts shall be registered. This shall be the summary of work progress, interruptions, climatic conditions, accidents, major breakdown of equipment, attestations, movement of equipment and personnel, complains etc. Each member of the control team shall keep a current register of his assigned activities.

The control mission shall systematically control the site and keeps minutes of meetings and decisions that would be used to compile monthly reports. The contractor must provide weekly information on personnel and equipment, the progress of works. All the members of the control team make contributions to the monthly reports.

A regular photo documentary of works shall be carried out to show the progress of work and operations.

b) Measurements

The personnel of the control mission shall identify and quantify all works executed and evaluate the material present on site before taking note of the contractor's report. This shall help to identify any deviation from the bill of quantities. The control mission and the contractor shall jointly take quantities for the establishment of bills for payment.

The chief of mission must follow up works quantities and indicate any excesses of time. All complains from the contractor on the work quantities must be treated immediately by the chief of mission and must be documented in special records.

c) Contractor's Bill and attachments

The contractor's bill has to be prepared following a laid down format and must be submitted to the supervisor for a strict verification of quantities, unit price, addition and multiplication etc. In case of any error the supervisor shall together with the contractor correct the bill. The bill shall be supported by monthly works attachments. As soon as the supervisor receives the contractor's bill, he shall certify the bill and forward it to the project manager

2.2.8 FINAL PHASE OF WORKS

a) Provisional Reception of Works

The supervisor shall carry out the following task during the last stages of the works:

- Carry out an evaluation and recommendation on pending claims by the contractor.
- Inspection of executed works and issue a reception certificate.
- Ensure the good state of all installations to be handed over to the local authority.

- Compilation of all reports and data that will present the situation of the rehabilitation project and the content of the final report. The final report shall retrace the rehabilitation process with all important events mentioned.

It shall clearly indicate the experiences made and lessons learned. It shall also contain recommendations for such an exercise in the future.

The reception certificate shall only be issued after a joint visit by the supervisor and the contractor to the field. All poorly executed jobs or unfinished works shall be mentioned in the minutes of the joint site visit.

The contractor is obliged to complete all unfinished works and undertake all repairs during the guarantee period.

b) Reporting

The site technicians are responsible for the daily control of their different expert activities and shall keep daily records and the daily records shall be forwarded to the site engineer.

The site engineers shall produce weekly reports from the daily record of the various technicians and forward to the chief of mission. The chief of mission shall compile the weekly records into a monthly record which shall be deliberated upon during the monthly coordination meetings between the project consultant, contractor and project owner. Minutes of the monthly meeting and report shall be forwarded to the project Manager by the chief of mission.

2.2.9 DETAILS OF SOME FIELD CONTROL ACTIVITIES

2.2.9.1.ORIGIN OF MATERIALS

The materials to be used by the contractor must be approved by the supervisor whose refusal will warrant that the contractor to replace them without claiming compensation.

The use of local materials as much as possible is encouraged.

2.2.9.2.QUALITY OF MATERIALS.

Material for mortar and concrete

Sand: The nature and origin of sand remains subject to the Supervisors' approval. It shall be obtained from rivers or through crushing. The sand component should be more than 80% and the very fine constituents eliminated by settling should be less than 4%.

Aggregates: They shall be obtained from deposits or quarries chosen by the contractors, and approved by the supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading suited to their use.

Cement: It should be CPA 325 class and be obtained from an approved factory.

Stones for masonry:

They shall be obtained from deposits or quarry approved by the supervisor and none should be smaller than 20cm in diameter.

Timber Work:

The wood used should have the following characteristics:

- Bulk density at 12% humidity in g/cm³
- Hardness (N) 6 (Chalais-Mendons to Monnin hardness)

Some of the Cameroonian wood species with these characteristics are: Doussie, Moabi, Tali, Asobe, Iroko and Bubinga.

Laboratory:

Materials shall be selected and set up according to the prescription of the Technical Specifications and price schedule. If the supervisor feels that the specifications for laying of material have not been well respected or if he doubts the quality of concrete results, he may carry out the necessary control test with his own equipment or ask any approved laboratory to carry out tests on concrete

All materials shall be controlled in conformity with the contractors' terms of reference.

III. ORGANIZATION OF THE MISSION AND PRESENTATION OF REPORTS

Time table for submission of various reports

The Consultant will submit periodic (monthly) and final.

The report of the realization of the mission (work program) will be submitted in seven (07) copies. And will be transmitted to the other parties within five (05) days after notification of the Service Order to start the services.

Periodic reports will be submitted not later than seven (07) days after the end of the considered period. The final report will be issued within thirty (30) days of completion of the work. Each periodic report will be submitted in seven (07) copies; while the final report will be submitted in six (6) copies. The reports will be submitted to the Contract Engineer who with the consultant will be transmitted to other parties.

- The monthly report, in seven (07) copies, will include in particular:
 - a brief presentation of the project;
 - the administrative situation of contracts awarded for the works and control, the statement of service orders, litigations;
 - the actual and expected timing (compared of work, progress percentages tasks);
 - the human and material resources mobilized by companies and by the Control Mission;
 - a description of the work realized, the incidents encountered, corrective measures, changes to the project;
 - studies carried out by the Consultant;
 - critical analysis and relevant comments on the results of laboratory tests;
 - comments on the quality of work;
 - Project services of the Project Manager;
 - the updated provision of the budget of the project (works and control), compared to the initial budget, and explanation of variances;
 - the status of requests for payment of contractors, the disbursement status, the status of payments, both for the contract of works as well as the control contract;
 - data on project performance indicators: linear of roads received, number of men-days of labor generated by the project etc.;
 - measures relative the follow-up and the implementation of measures to mitigate environmental and social impacts;
 - commented photos of the characteristics of the works carried out as well as CD ROM relating thereto;

- minutes of site meetings;
 - And any other administrative document produced during the period under consideration.
- The progress of the site and technical and financial conditions of the execution of works and control. It will include all the tests carried out and various surveying, minutes of site meetings.
 - Establishment of a final report in six (6) copies (including electronic version on CD ROM) with the historic of the site, a description of the work actually carried out and the analysis of the actual cost of the work (including control). It will contain all the geotechnical characteristics. The consultant will also verify the inception plans established by the company. This report will also include suggestions and recommendations of the holder on the technical, human and administrative problems encountered and related to the interpretation of the tender documents, contract and various correspondences

The report will be submitted within 07 days as from the end of the month in question.

Each report will be submitted by seven (07) copies transmitted by the consultant through transmission slip as follows:

- 01 copy to the Secretariat Bamenda of the BCC;
- 01 copy to the Contract Engineer;
- 01 copy to the Contract Manager;
- 03 copies to the Service of Public Contract and Procurement;

IV. MODE OF EXECUTION OF TASK FOR THE CONTROL TEAM

4.1 MISSION HEAD (Civil Engineer)

This is a Senior Civil Engineer in charge of the overall control of the project, and ensures that the construction works are done in conformity with the tender document and the program of work agreed upon with the contractor. He has to put in place a system of follow-up that includes the following activities:

- The programming of the assignments of the members of the teams.
- Heads the team for the collection of field data for the establishment of a performance program by the contractor.
- Coordinates the activities of the field staff of the consultant such as the Supervising Engineers, (Civil Engineering Technicians, Geotechnician and Environmentalist).
- Prepares service and administrative orders concerning technical and financial matters.
- He ensures that plans and drawings are in conformity with topographic and geological requirements.
- He ensures that the different works done are in conformity with technical norms, the tender document and as agreed upon by the consultant and contractor.
- Organization of regular site meetings so as to resolve any problems arising and to be abreast with the evolution of works.
- Controls the progress of work of the contractor and makes necessary adjustments so as to ensure the effective realization of the contract within the contract period.
- Interaction and correspondences with the contracting authority.
- Interaction and correspondences with the contractor.
- Field inspection of works executed.
- Verification of the amount budgeted for works and the amount for actual works executed.

- Verification of the payment of the contractor's bills.
- Preparation of a daily register of works containing important events and activities, the advancement of work, climatic conditions, personnel, general labor and equipment present on site.
- Ensures that the works register is properly updated and signed regularly.
- Ensures that the contractor respects environmental prescriptions.
- Preparation and transmission of supervision reports to the contracting authority.
- Prepares in collaboration with the contractor the final bill for payments.
- Preparation of final report on the process and evolution of works.
- Oversees the administration of the site office of the consultant.

4.2 FOLLOW UP ENGINEER (Civil Engineer)

He represents the Mission Head on the site for the regular control and administration of the site. He is in charge of:

- Assisting in the preparation of service and administrative orders concerning technical and financial matters
- Assisting the contractor in the preparation of technical documents and approves technical documents of the contractor
- Participates in field data collection for the preparation of the performance program.
- Assists in the preparation and verification of all drawings and documents that need the approval of the Mission Head.
- Verifies the daily activities of the contractor.
- Supervises manual and mechanize works.
- Verifies the quality and quantity of material used especially the geotechnical properties.
- Ensures that survey data and pegging is updated.
- Ensures that the contractor keeps an updated daily register of activities.
- Establishes, in collaboration with the contractor, monthly reports on works executed.
- Makes weekly reports to the Mission Head.
- Organizes regular site meetings and writes the minutes.
- Assist the Mission Head in provisional reception

4.3 FOLLOW UP TECHNICIANS (02) (HND or BACC), in civil engineering

They are in charge of:

- Assisting the Engineer in the preparation of technical documents and approves technical documents of the contractor
- Participates in field data collection for the preparation of the performance program.
- Verifies the daily activities under his control.
- Supervises manual and mechanize works.
- Verifies the quality and quantity of material used especially the geotechnical properties.
- Ensures that the contractor keeps an updated daily register of activities.

- Establishes, in collaboration with the contractor, monthly reports on works executed.

4.4 **GEOTECHNICIAN:** He shall ensure that the works are executed in conformity with technical specifications. His services shall apply as need arises on the field and he shall jointly work with the project team for a successful realization of the project.

5 PRICE ENCLOSURE SLIP

N° Prix	DESIGNATION	UNIT	PRICE IN FIGURES
SERIES 100: PROJECT EXPERTS			
101	CHIEF OF MISSION This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> - Salary of the chief of mission comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall be paid following effective presence on site, and shall be paid 30 days a month. IT SHALL STAND ATFCFA	Months	
102	FOLLOW UP ENGINEER This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> - Salary of the follow-up engineer comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall be paid following effective presence on site, and shall be paid 30 days a month. IT SHALL STAND ATFCFA	Months	
103	FOLLOW UP TECHNICIANS No 1 This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> - Salary of the follow up technician comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall be paid following effective presence on site, and shall be paid 30 days a month. IT SHALL STAND ATFCFA	Months	
104	FOLLOW UP TECHNICIANS No 2 This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> - Salary of the follow up technician comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall be paid following effective presence on site, and shall be paid 30 days a month. IT SHALL STAND ATFCFA	Months	
105	GEOTECHNICIAN This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> - Salary of the topographer comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall be paid following effective presence on site, and shall be paid 30 days a month. IT SHALL STAND ATFCFA	Months	

106	<p>ENVIRONMENTALIST This price shall be paid monthly and shall comprise:</p> <ul style="list-style-type: none"> - Salary of the environmentalist comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall paid following effective presence on site, and shall be paid 30 days a month. <p>IT SHALL STAND ATFCFA</p>	Months	
SERIES 200 : SUPPORT STAFF			
201	<p>INDEMNITIES FOR SUPPORT STAFF (DRIVERS, SECRETARY, NIGHTWATCH, ETC) This price shall be paid as a lumpsum and shall comprise:</p> <ul style="list-style-type: none"> - Salary for the driver, secretary, night watchman, comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall paid as a lump sum. <p>IT SHALL STAND ATFCFA</p>	Months	
SERIES 300 FUNCTIONING			
301	<p>HIRING COST OF FOLLOW UP VEHICLE This price shall remunerates:</p> <ul style="list-style-type: none"> - Renting cost - Insurances and other documents - Fuel - And maintenance - This price shall be paid following the effective use of the vehicle on site and shall be paid monthly in a Lump Sum <p>IT SHALL STAND ATFCFA</p>	Months	
302	<p>RENTAL COST FOR THE CONTROL MISSION'S OFFICE/RESIDENCE AND PRODUCTION OF DOCUMENTS This price shall remunerates:</p> <ul style="list-style-type: none"> -renting of and office and house for the control mission -Telephone/internet charges - electricity and water bills <p>Production of monthly reports</p> <ul style="list-style-type: none"> - It shall be paid monthly Lump Sum. <p>THE LUMP SUM ATFCFA</p>	Months	

Document n° 6: Model tables of Technical offer

6A. Letter of submission of technical bid

6B. Candidates' references

6C. Candidate's observations and suggestions on the terms of reference and data, services and installations to be furnished by the contracting authority

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

6E. Composition of the team and responsibilities of its members

6F. Model of curriculum vitae (CV) of the proposed specialised personnel

6G. Calendar of the specialised personnel

6H. Calendar of activities (work programme)

6A. Letter of submission of technical bid

[Date]

To: *[name and address of contracting authority]*

Sir/Madame,

We, the undersigned, are pleased to propose our services as service provider for *[subject of the service]* in accordance with invitation to tender of *[date]* and our offer. We hereby submit our technical bit.

If negotiations take place during the period of validity of the offer that is before *[date]* we pledge to negotiate on the basis of the personnel proposed here. For us our bid is binding, subject to the modifications resulting from the negotiation of the contract.

We know that you are not bound by any of the proposals received.

Yours faithfully,

Signature of empowered official:

Name and title of signatory:

Name of candidate:

Address:

6B. Candidates' references

Services rendered during the last five years which best illustrate your qualifications.

Using the form below, indicate the information requested for each relevant mission which your firm (enterprise) carried out under contractual terms, either as a single enterprise or as a major member of a group of companies.

Name of the mission	Country:
Place:	Specialised personnel provide by your enterprise/organ profile:
Name of the client:	Number of employees that participated in the mission:
Address:	Number of months for the work; Duration of the mission:
time-limit:	
Start date: <i>Months/years</i> End date: <i>Months/years</i>	Approximate value of the services (in CFA francs exclusive of taxes)
Name of service providers associated/eventual partners:	Number of months of work of specialist provided by the associated service provider
Names and functions of those in charge (Director/Coordinator of the project, in charge of teams):	
Description of the project:	
Description of the services effectively rendered by your personnel:	

Name of candidate: _____

Attach justifications

6C. Candidate's observations and suggestions on the terms of reference and data, services and installations to be furnished by the contracting authority

On the Term of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and installation to be furnished by the Contracting Authority:

- 1.
- 2.
- 3.
- 4.
- 5.

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

6E. Composition of the team and responsibilities of its members

1. Technical personnel/managerial

Name	Post	Attributions

2. Follow-up personnel (head office and local)

Name	Post	Attributions

6F. Model of curriculum vitae (CV) of the proposed specialised personnel

Position:

.....

Name of Candidate:

.....

Name of Employee:

.....

Profession:

.....

Diplomas (qualifications):

.....

Date of birth:

.....

Number of years of employment with candidate firm:

.....nationality.....

Membership of professional associations/groups:

.....

.....

....

Specific duties:

.....

.....

....

Main qualifications:

[In about half a page, give a summary of aspects of the employee's training and experience most useful to the tasks within the scope of the mission. Indicate the level of responsibility exercised by the employee during previous missions by specifying the date and place]

.....

....

Training:

[In about half a page, summarise the university and other specialised studies by the employee by indicating the names and addresses of the schools and universities attended, with the dates of attendance as well as the diplomas obtained]

Attached documents

- Certified true copy of the highest diploma and possibly and attestation from the order of the professional;
- Attestation of availability.

Professional experience:

[In about two pages, draw up, a list of employment exercised by the employee since the end of his

studies in reverse chronological order, starting with the current post. For each, indicate the dates, name of employer, title of post occupied and place of work. For the last ten years, specify in addition the type of activity perform and where need be, the names of clients likely to furnished references].

.....

Knowledge of computer Science:

[Indicate the level of knowledge]

.....

Languages:

[Indicate for each language the level of knowledge: mediocre/average/good/excellent, in relation to the reading /written/spoken aspects].

.....

Attestation:

I, the undersigned hereby truthfully certify that the information furnished above is a true testimony of my situation, qualifications and experience.

.....date.....

[Signature of employee and the empowered representative of the consultant]
Day/month/year

Name of employee:

Name of empowered representative:

6G. Calendar of the specialised personnel

Name	Post	Reports to be furnished/activities	Months (in form of bar diagrams)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																	Sub-total (1)
																	Sub-total (2)
																	Sub-total (3)
																	Sub-total (4)

Full time: _____ part time: _____

Reports to be furnished: _____

Duration: _____

Signature: _____
(Empowered representative)

Name: _____

Position: _____

Address: _____

6H. Calendar of activities (work programme)

A. Specify nature of activity

	<i>[Months from the start of the mission]</i>												
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (task)													

B. Completion and submission of reports

Reports	Date
1. Initial Report	
2. Progress report <ul style="list-style-type: none"> a. Monthly progress report b. Yearly progress report 	
3. Draft final report	
4. Final report	

Document n° 7: Model tables of Financial offer

Summary of model tables

- 7A. Letter of submission of financial offer
For contracts payable by all-in prices
- 7B. Summary statement of costs
- 7C. Distribution of costs by activity
- 7D. Unit cost of key personnel
- 7E. Unit cost of execution personnel
- 7F. Distribution of remuneration by activity
- 7G. Reimbursable costs by activity
- 7H. Sundry costs for contracts payable by unit prices
For contracts payable by unit prices
- 7I. Framework of schedule of unit Prices
- 7J. Framework of detail estimates
- 7K. Framework of sub-detail of unit prices
 - 1. Elementary unit prices
 - 2. Breakdown of unit prices
 - 3. Reimbursable cost, where need be.

7A. Letter of submission of financial offer

[Date]

To: *[name and address of Delegated contracting authority]*

Sir/Madame,

We, the undersigned, are pleased to propose our services as service provider for *[subject of the service]* in accordance with invitation to tender n° *[to be indicated]* of the *[indicate date]* and our offer (technical and financial).

Find herewith our financial offer which stands as *[amount in letters and figures as well as lot(s) and the distribution in CFA francs/foreign currency, where need be]*. This amount is net with of taxes, duties, dues which we have estimated at *[amount in letters and figures]*.

Our financial offer has for us binding on us, up to the deadline of validity of the offer, that is, up till *[date]* subject to modifications resulting from negotiation of the contract.

We are aware that you are not bound to accept any offer.

Yours faithfully,

Signature of empowered representative:

Name and title of signatory:

Name of candidate firm:

Address:

7B. Summary statement of costs

cost	Currency	Amount(s)
Sub-total		_____
Taxes, duties, dues and other fiscal costs		_____
Total amount of offer		_____

7C. Distribution of costs by activity

Activity n°	Description	Currency(ies)	Amount(s)
Price component			
Remuneration			
Reimbursable costs			
Sundry costs			
Sub-detail			

7D. Unit cost of key personnel

Name	Qualification /function	Hourly cost	Daily cost	Monthly

7E. Unit cost of execution personnel

Name	Qualification /function	Hourly cost	Daily cost	Monthly

7F. Distribution of remuneration by activity

Activity n° _____

Name _____

Names	post	Contribution	Exchange rate remuneration	Amount
Permanent personnel				
Local personnel				
External Consultants				_____
Grand total				

7G. Reimbursable costs by activity

Activity n° _____

Name _____

N°	Description	Unit	Quantity	Unit price	Total Amount
1	International air travel	By voyage	_____	_____	_____
2	Sundry travel costs	By voyage	_____	_____	_____
3	Living allowance	Per day	_____	_____	_____
4	Local transport		_____	_____	_____
5	Rents of office/lodging/office service		_____	_____	_____
	Grand Total				_____

7H. Sundry costs

Activity n° _____

Name _____

N°	Description	Unit	Quantity	Unit price	Total Amount
1	Communication charges between _____ and _____ (telephone, fax, e-mail)				
2	Preparation, reproduction of papers				
3	Equipment: vehicles, computers, etc				
4	Software				
	Grand Total				

7I. Framework of schedule of unit Prices

The schedule of unit prices must be exhaustive and precise. In particular, all the elementary tasks must be defined and the units of measure specified.

Presentation of schedule of unit Prices

The schedule of unit prices must be in the form of a three-column table. The codes of the series and the price featuring in the first column; the definition of the services comprising the price, the unit of measure and the amount in letters make up the second column; the third column is reserved for the amount in figures. This last column is likely to be broken up into as many columns as there are currency units of payments.

Model schedule of unit prices

Price N°	Designation of tasks and unit prices in letters	Unit prices in figures	
		FCFA	In foreign currency, if need be

7J. Framework of detail estimates

Objectives

The objectives of the bill of quantities and estimates are to furnish adequate information regarding the nature and volume of services to be rendered, to ensure a correct, precise and equitable preparation of offers among all bidders.

Bill of quantities and estimates

The bill of quantities and estimates shall generally include the following rubrics:

- a) The metric unit system used;
- b) The quantities of services to be executed by category;
- c) Unit prices conforming to those of the schedule of prices;
- d) Sub-total by category;
- e) The total exclusive of VAT;
- f) The VAT shall be equal to 19.25% of the amount exclusive of VAT;
- g) The total inclusive of all taxes;
- h) The AIR (deposit on Income Tax) shall be 2.2% of the amount exclusive of VAT;
- i) Net to be paid (f-h)

Price N°	Designation of task	Unit	Quantity	Unit prices		Total price	
				(FCFA EVAT)	In foreign currency, if need be	(FCFA EVAT)	In foreign currency, if need be
	Sub-total by category						
Total exclusive of VAT (TEVAT).....							
VAT (19.25% of the amount exclusive of VAT)							
Amount inclusive of taxes.....							
AIR (2.2% of the amount exclusive of VAT)							
Net payment (TEVAT-AIR)							

The present detail estimate is fixed at the sum of:

.....

7K. Framework of sub-detail of unit prices

The Delegated Contracting Authority may propose as indication a framework of sub-detail of unit prices including notably the tables relating to:

1. Elementary unit prices
2. Breakdown of unit prices
3. Reimbursable cost, where need be.

Document n° 8: Model of Contract



MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

TENDERS BOARD

CONTRACT N° _____/C/BCC/SG/DTS/SPC/2022 of _____
Awarded through **Open National Invitation to Tender N° 009/ONIT/BCCITB/2022 of 11/05/2022** for the selection of a consultant to control and supervise the rehabilitation of some roofs at the Bamenda Main market.

AWARDED TO: _____

P.O Box:
Tel:
RC N°
Registration N°

OBJECT: Control and supervision of the rehabilitation of some roofs at the Bamenda main Market.

AMOUNT OF CONTRACT:

Total (Without Tax)		FCFA
VAT (19.25% Total without taxes)		FCFA
I.R (2.2% Total without taxes)		FCFA
TOTAL (including VAT)		FCFA
Net Payment (Total - IR)		FCFA

DURATION OF EXECUTION: Four (04) calendar months

FUNDING: 2022 Investment budget of the Ministry of Decentralization and Local Development.

SUBSCRIBED, on

SIGNED, on

NOTIFIED, on

REGISTERED, on

BETWEEN:

THE BAMENDA CITY COUNCIL,
Represented by the City Mayor of Bamenda City Council, hereby denominated
"Delegated Contracting Authority"

ON ONE HAND,

AND

THE ENTERPRISE:

P.O Box:
Tel:
RC N°
Registration N°

Represented by its General Director, _____, hereby denominated

"The Contractor"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND CONCLUDED AS FOLLOWS:

Summary

Titre I : Special Administrative Clauses (GAC)

Titre II : Term of reference (TOR)

Titre III : Schedule of unit prices (SUP)

Titre IV : Detail Estimate (DE)

Page _____ and the last **CONTRACT N° _____/C/BCC/SG/DTS/SPCP/2022**
 Awarded through Open National Invitation to Tender N° 009/ONIT/BCCITB/2022 of 11/05/2022 for
 the selection of a consultant to control and supervise the rehabilitation of some roofs at the Bamenda
 Main Market.

DURATION OF EXECUTION: Four (04) calendar months

AMOUNT OF CONTRACT:

Total (Without Tax)		FCFA
VAT (19.25% Total without taxes)		FCFA
I.R (2.2% Total without taxes)		FCFA
TOTAL (including VAT)		FCFA
Net Payment (Total – IR)		FCFA

VISAS AND SIGNATURES

<p><i>Read and accepted by the Contractor</i></p>
<p>Bamenda, the.....</p>
<p>Signed by the City Mayor of Bamenda City Council (Delegated Contracting Authority)</p>
<p>Bamenda, the.....</p>
<p>REGISTRATION</p>

Document n° 9: Forms and Models

Annex 1: MODEL OF DECLARATION OF INTENTION TO BID

I the undersigned.....

Nationality.....

Resident at.....

In title of.....

By virtue of the power of General Director, after having had a sound knowledge of the documents of the Open National Invitation to Tender N° 003/ONIT/BCCITB/2022 of.....

Declare hereby the intention to bid for the said Invitation to tender.

Drawn up at _____ on the _____

Signature, name and stamp of bidder

Annex 2: Model of Bid Bond

Considering that the service provider [*name of service provider*], Herein referred to as "the Bidder" has submitted his bid dated [date of deposition of offer] for the control and supervision of the rehabilitation of some roofs at the Bamenda Main Market, herein designated "the offer".

We [*name of bank*] of [*name of country*] with our head office [*address of bank*], herein referred to as "the bank" declare to guarantee the payment to the Delegated Contracting Authority of the maximum sum of [*amount*] CFA francs, that the bank undertakes to pay in full to the Delegated Contracting Authority, for the sum of _____ francs CFA binding itself, its successors and assignees. Signed and authenticated by the bank _____, on the day of _____ [year].

The conditions of this commitment are:

1. If the Bidder withdraws his offer during the validity period specified by him in his offer;
2. If the Bidder having been notified of the award of the contract by the Delegated Contracting Authority during the period of validity:
 - Fails or refuses to sign the contract, when he is required to do so;
 - Fails to submit or refuses to provide the final bond for the Contract (definitive bond) as provided therein;

We undertake to pay to the Delegated Contracting Authority an amount up to the maximum sum specified above, upon reception of his written request, without the Delegated Contracting Authority having to substantiate his request, provided that in his request the Delegated Contracting Authority mentioned that the amount he claims is due him because one of the above conditions, or both, are true, and he shall specify which condition(s) is (are) concerned.

This guarantee shall enter into force upon signature and as from the deadline set by the Delegated Contracting Authority for the submission of tenders. It will remain valid until the ninetieth day included following the end of the period of validity of tenders. Any request from the Delegated Contracting Authority should reach the bank by registered letter with acknowledgment of receipt before the end of the period of validity.

Signed and authenticated by the bank

At.....on.....

[Signature of the bank]

Annex 3: Model of final bond

Bank:

Reference of bond: No.....

Addressed to the City Mayor of Bamenda City Council in Cameroon, hereinafter referred to as "the Delegated Contracting Authority"

Considering that..... [*name and address of Service provider*], herein referred to as "the Contractor " has committed himself, in execution of the Contract referred to as "the Contract" to carry out the supervision and control of the rehabilitation of some roofs at the Bamenda Main Market.

Considering that it is stipulated in the contract that the Contractor will submit to the Delegated Contracting Authority a final bond, of an amount equal to [*state percentage between 2% and 5*] of the amount to the corresponding Contract, as guarantee of the execution of his obligations under the conditions of Contract,

Considering that we have agreed to give the Contractor such guarantee bond,

We..... [*name and address of bank*]

represented by..... [*name of signatories*]

herein referred to as "the bank", we commit ourselves to pay to the Delegated Contracting Authority, within a maximum deadline of eight (08) weeks, upon written request of the latter declaring that the Contractor has not met its contractual commitments under the contract, without being able to delay payment or raise objection for any reason whatsoever, any amount up to the sum of..... [*in figures and words*].

We agree that no change or addendum or modification to the contract will liberate us of any obligation incumbent upon us in virtue of the present final bond and we derogate hereby to any notification of any modifications, additions or changes.

This final bond shall enter into force upon signature and upon notification to the Contractor by the Delegated Contracting Authority, the approval of the contract. It will be released within a time limit of one month after the date of provisional reception of the services.

After that date, the bond will be of no effect and will be returned to us without explicit request from us.

Any claim made by the Delegated Contracting Authority under this warranty must be by registered letter with acknowledgment of receipt, should reach the bank during the period of validity of this commitment.

This final bond is subject to its interpretation and execution under the Cameroonian law. Cameroonian courts will be the exclusive jurisdictions to adjudicate on all matters relating to this engagement and its aftermath.

Signed and authenticated by the bank

at..... on the.....

Document n° 10: Preliminary studies

Annex n° 4: Justification of preliminary studies

1. Were preliminary studies carried out on this project? Yes.
2. if yes attach the report and indicate:
 - 2.1. the date; 2021
 - 2.2. the name of the public or private Project Manager: Department of technical services, BCC;
 - 2.3. Reference of the contract, if private supervision carried it out;
 - 2.4. Description of the studies: Term of Reference, Technical Specifications;
3. Are the quantities in the quotations compatible with the available financing? Yes

In case where the quantities are not compatible with the available financing, the Tender Board will require the updating of the studies prior to the launching of the consultation.

4. The Delegated Contracting Authority may equally furnish a calculated justification of the quantities in the TD.
The Chairman of the Internal Tenders Board may, before taking a decision, seek expert advice on the quality of the studies carried out.

**Document n° 11: List of Banking institutions
and financial organizations
authorized to issue bonds in
the framework of public
contracts**

List of Banking institutions and financial organizations

BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Cr dit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Soci t  Camerounaise de Banque au Cameroun
10. Soci t  G n rale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

II- Insurance companies

14. Chanas Insurance,
15. Activa Insurance,
16. Zinnethe Insurance.