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DA

REPUBLIQUE DU CAMEROUN

PAIX - TRAVAIL - PATRIE

REPUBLIC OF CAMEROON

PEACE - WORK - FATHERLAND

MINISTERE DE L'ADMINISTRATION TERRITORIALE

REGION DU NORD-OUEST

SERVICE DU GOUVERNEUR

MINISTRY OF TERRITORIAL ADMINISTRATION

NORTH-WEST REGION

GOVERNORS' OFFICE

## NORTH WEST REGIONAL TENDERS' BOARD

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### OPENED NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

DELEGATED CONTRACTING AUTHORITY: THE GOVERNOR OF NORTH WEST REGION

PROJECT OWNER: THE REGIONAL DELEGATE OF MINFOPRA NORTH WEST

TENDERS' BOARD: NORTH WEST REGIONAL TENDERS' BOARD

## TENDER FILE

TENDER FILE N° 010 / ONIT/NWRTB/GOV-NWROF 02 / 05 / 2024  
FOR THE CONTROL AND SUPERVISION OF THE CONSTRUCTION WORKS  
OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND  
ADMINISTRATIVE REFORMS (MINFOPRA) FOR THE NORTH WEST IN  
BAMENDA 1 BY EMERGENCY PROCEDURE. (PHASE I)

FINANCING:

PUBLIC INVESTMENT BUDGET - 2024

AUTHORIZATION NUMBER:

1Z06933

IMPUTATION:

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FINANCIAL YEAR 2024

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## TABLE OF CONTENTS

- Document No. 1: Tender notice
- Document No. 2: General Regulations of the invitation to tender
- Document No. 3: Special Regulations of the invitation to tender
- Document No. 4: Special Administrative Conditions (SAC)
- Document No. 5: Terms of Reference (ToR)
- Document No. 6: Bill of Quantities
- Document No. 7: Model Detailed Breakdown of Unit Prices
- Document No. 8: Model of Jobbing Order
- Document No. 9: Engagement of the Tenderer
- Document No. 10: Submission Letter
- Document No. 11: Model of Bid Bond
- Document No. 12: Model of Banking Guarantee of Good Execution
- Document No. 13: Model of Guarantee of Restitution of Advance Payment
- Document No. 14: Principal Materials And Equipment of Consultancy
- Document No. 15: Calendar of Specialized Personnel
- Document No. 16: Calendar of Activities (Work Schedule)
- Document No. 17: List of Financial Institutions approved by the Ministry in charge of Finance

Document No. 1:  
Tender notice



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NORTH-WEST REGION

GOVERNORS' OFFICE

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

N° 010 /ONIT/NWRTB/GOV-NWR OF 02/05 / 2024 FOR THE CONTROL AND SUPERVISION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS (MINFOPRA) FOR THE NORTH WEST BAMENDA 1 BY EMERGENCY PROCEDURE. ( PHASE 1).

FINANCING: PUBLIC INVESTMENT BUDGET - 2024

1. **Subject of the invitation to tender:**  
The Governor of North West Region, Delegated Contracting Authority launches an Open National Invitation to Tender by Emergency Procedure **for the control and supervision of the construction Works of the Regional Delegation of Public Service and Administrative Reforms (MINFOPRA) for the North West h Bamenda 1 (Phase 1) regional handicraft village.**  
These control and supervision works take into account aspects of control of building constructions according to current standards and to the rules of art. The works include control and supervision necessary implementations throughout the completion of the construction of the structure.
2. **Nature of services**  
The works are defined within the norms and standards of control and supervision of the construction of Public Contracts, in the general terms of order of works and bill of quantities and cost estimated in this jobbing order.
3. **Participation and origin**  
Participation in tendering is open on equal terms to legal Cameroonian companies with technical and financial capabilities to carry out works subject of this tender except all the persons who have carried out the feasibilities studies or any other companies related to them.
4. **Estimated cost**  
The cost for the control is **Fifteen Million (15,000,000) FCFA.**
5. **Financing**  
The above mentioned works , subject of this tender will be financed by the Public Investment Budget of MINFOPRA 2024.
6. **Consultation of tender file:**  
The file may be consulted during working hours at the **Governor's office North West Region, Room 108, Tel: 233361941/652582344** as soon as this notice is published.
7. **Acquisition of tender file:**  
The file may be obtained from the **Governor's office North West Region, Room 108, Tel: 233361941/652582344** as soon as this notice is published against payment of the non-refundable sum of **Thirty Thousand (30,000) CFA francs**, payable to the Public Treasury.
8. **Submission of bids:**  
Each bid drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, will be deposited against a receipt or acknowledgement letter at the **Governor's office North West Region, Room 108, Tel: 233361941/652582344**, not later than 29/05/24 at 11.00am and should carry the inscription



## OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

N° 010 /ONIT/NWRTB/GOV-NWR OF 02/05 / 2024 FOR THE CONTROL AND SUPERVISION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS (MINFOPRA) FOR THE NORTH WEST BAMENDA 1 BY EMERGENCY PROCEDURE (Phase 1)  
*"To be opened only during the bid-opening session"*

### 9. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment or recognised insurance company approved by the Ministry in charge of finance and whose list is found in document No. 17 of the Tender File, of an amount of **Three Hundred Thousand (300,000) FCFA** and valid for thirty (30) days beyond the date of validity of bids.

### 11. Admissibility of bids

Under penalty 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 on 29/05/24 at **12.00noon** local time by the North West Regional Tenders Board at Governor's office of North West Region.

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 **70%**.

### 14. Execution Deadline

The maximum time of control and supervision of works is seven (07) months deducted as from the date of notification to start work to the consultancy.

### 15. Evaluation criteria

#### 15.1 Eliminary criteria

1. Absence or non-conformity of an document in the administrative file not regularised after 48 hours from the time of opening;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Presence of financial information in the administrative or technical offer of the bidder;
8. Non respect of **70%** of essential criteria;
9. Non respect of the tender models;
10. Suspended by MINMAP in 2023.



## 15.2 Essential criteria

Criteria relating to the qualification of bidders shall concern the following aspects:

	CRETERIA	EVALUATION
1	General presentation of bid	05 points
2	Financial guarantee	20 points
3	Organisation, Methodology and planning of control of works	25 points
4	Human and material resources	40 points
5	Bidder's references	10points
TOTAL		100 % points

Only bidders who obtain a technical score of at least 70points on 100 shall have their financial bids examined.

## 16. Award of the Jobbing Order

The Jobbing Order shall be awarded to the **realistic best bidder** as specified in the Special Regulations of this tender.

## 17. Complementary information

Complementary information may be obtained during working hours from the **Governor's office North West Region, Room 108, Tel: 233361941/652582344**

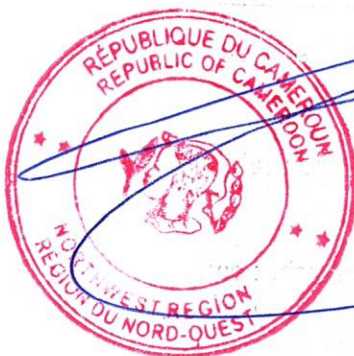
Done at Bamenda, on...

The Governor of North West Region  
(Delegated Contracting Authority)

FOR THE GOVERNOR  
AND BY DELEGATION  
THE SECRETARY GENERAL

Copies:

- ARMP
- RD/MINMAP/NW
- RD/MINFOPRA/NW
- Chairperson of NWRTB
- Notice Boards
- Chrono /Archive



*Saidouna Ali*  
Administrateur Civil Principal



REPUBLIQUE DU CAMEROUN

PAIX - TRAVAIL - PATRIE

MINISTERE DE L'ADMINISTRATION TERRITORIALE

REGION DU NORD-OUEST

SERVICE DU GOUVERNEUR

REPUBLIC OF CAMEROON

PEACE - WORK - FATHERLAND

MINISTRY OF TERRITORIAL ADMINISTRATION

NORTH-WEST REGION

GOVERNORS' OFFICE

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCÉDURE D'URGENT

NO 010 /AONO/CRPM-NO/GOV-NO DU 02 /05 /2024.....

POUR LA MAITRISE RECRUTEMENT D'CEUVRE DES TRAVAUX DE CONTROL ET SUPERVISION POUR LA CONSTRUCTION DE LA DELEGATION REGIONALE DE LA FONCTION PUBLIQUE ET DE LA REFORME ADMINISTRATIVE DE LA REGION DE NORD OUEST A BAMENDA 1 PROCEDURE D'URGENT. (PHASE 1)

FINANCEMENT; BIP 2024

1. **Objet de l'Appel d'Offres**

Dans le cadre du BIP 2024, le Gouverneur de la Région du Nord-Ouest, Autorité Contractant Délégué lance un Appel d'Offres National Ouvert en Procédure D'urgent pour le recrutement d'un consultant chargé de des travaux control pour la construction d'Ateliers et l'amélioration de l'Alimentation Electrique du Village Artisanal de Bamenda

2. **Consistance des travaux**

Les travaux objets du présent appel d'offres sont répartis en un lot unique. Il s'agit de :  
Les études à réaliser seront relatifs à la construction d'un bâtiment pour la construction d'Ateliers et l'amélioration de l'Alimentation Electrique du Village Artisanal de Bamenda  
Les prestations comprennent:

3. **Délais d'exécution**

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **SEPT (07) mois**.

4. **Allotissement**

Les travaux sont en un lot ci-après définis :Études architecturales et techniques en vue de la construction de d'un Bâtiment R+1 et pour la construction d'Ateliers et l'amélioration de l'Alimentation Electrique du Village Artisanal de Bamenda

5. **Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des control est de **Quinze million (15,000,000) FCFA**

6. **Participation et origine**

La participation au marché est ouverte à égalité des conditions, à toutes les entreprises basées au Cameroun et remplissant les conditions nécessaires les autorisant à participer à la invitation d'offres référant au document N° 2 dudit appel d'offres.



**7. Financement**

Les travaux référant à cette invitation d'offres sont financés par le **BIP du MINFOPRA de l'exercice 2024.**

**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 le document 10 du DAO, précisant **Trios Cent Mille FCFA (300, 000)** et valable pendant trente (30) jours au-de la date originale de validité des offres.

**9. Consultation du Dossier d'Appel d'Offres**

Le dossier peut être consulté aux heures ouvrables aux **services du Gouverneur du Nord-Ouest, Porte 108, Tel : 233361941 / 652582344** dès publication du présent avis.

**10. Acquisition du Dossier d'Appel d'Offres**

Le dossier peut être obtenu aux **services du Gouverneur du Nord-Ouest, Porte 108, Tel : 233361941 / 652582344** du présent avis, contre versement d'une somme non remboursable de **Vingt-Cinq mille(25.000) francs CFA**, payable à Trésor Régional de Bamenda.

**11. Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles ,devra parvenir **services du Gouverneur du Nord-Ouest, Porte 108, Tel : 233361941 / 652582344**, au plus tard le 29/05/24 à 11.00 heures et devra porter la mention:

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCÉDURE D'URGENT**

**NO.01.0.../AONO/CRPM-NO/GOV-NO DU ...../...../2024.....**

**POUR LA MAITRISE RECRUTEMENT D'CEUVRE DES TRAVAUX DE CONTROL ET SUPERVISION POUR LA CONSTRUCTION DE LA DELEGATION REGIONALE DE LA FONCTION PUBLIQUE ET DE LA REFORME ADMINISTRATIVE DE LA REGION DE NORD OUEST A BAMENDA 1 PROCEDURE D'URGENT. (PHASE 1)**

*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 plis se fera en deux temps. L'ouverture des offres administratives et techniques interviendra dans un premier temps, suivie dans un second temps de celle des offres financières des soumissionnaires ayant obtenu la note technique minimale requise

L'ouverture des pièces administratives et des offres techniques aura lieu le 29/05/24 à 12.00heures par la Commission Régional de Passation des Marchés de Nord-Ouest dans la salle de conférence du Gouverneur de la Région du Nord-Ouest

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



L'ouverture des offres financières aura lieu au terme de l'analyse technique et ne concernera que les soumissionnaires ayant obtenu la note minimale de **70** (soixante-dix) points sur 100 (cent).

#### 14. Critères d'évaluation

##### 1. Critères éliminatoires

1. Absence ou non-conformité d'une pièce administrative non régularisé après 48 heures à compter de l'ouverture des plis;
2. Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
3. Fausses déclarations ou pièces falsifiées;
4. Absence ou insuffisance de la caution provisoire de soumission;
5. Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
6. Offres financière incomplète,
7. Présence d'informations financières dans l'offre administrative ou technique du soumissionnaire ;
8. Le non-respect de **70%** des critères essentiels ;
9. Non-conformité aux modèles du DAO
10. Suspendu par le MINMAP en 2023.

##### Critères essentiels

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

a.	Présentation générale de l'offre	05 points
b.	Expérience de L'BET pour les travaux similaires	20 points
c.	Capacités techniques (ressources humains et matérielles)	25 points
d.	La méthodologie et plan d'intervention et d'exécution des travaux	40 points
e.	La capacité financement	10 points
	<b>TOTAL</b>	<b>100 points</b>

#### 15. Attribution

Le contrat sera accordé au **mieux-disant** enchérisseur réaliste comme spécifié dans les Règlements Spéciaux de ce DAO

#### 16. 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.

#### 17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables aux **services du Gouverneur du Nord-Ouest, Porte 108, Tel : 233361941 / 652582344**.

Fait à Bamenda, le **02 Mars 2024**

**LE GOUVERNEUR DE LA RÉGION DU NORD-OUEST**  
(AUTORITÉ CONTRACTANTE DÉLÉGUÉE)

##### AMPLIATIONS :

- ARMP/NW;
- DR/MINMAP/NO
- DR/MINFOPRA/NO
- Présidents CRPM/NO;
- Affichage.
- Chrono/Archive



**FOR THE GOVERNOR  
AND BY DELEGATION  
THE SECRETARY GENERAL**

*Saidouna Ali*  
**Administrateur Civil Principal**

Document No. 2:  
General Regulations of the invitation to  
tender



## TABLE OF CONTENTS

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

## General regulations of the invitation to tender

### 1. General

- 1.1 The Delegated Contracting Authority selects a service provider 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated Contracting Authority with a copy to the Project Owner found in the Special Regulations. The Delegated Contracting Authority gives his response by mail, fax or electronic mail to all candidates who bought the tender file 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 Delegated 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 and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may petition the Delegated Contracting Authority.
- 2.4 The petition must be addressed to the Minister in charge of Public Contracts with a copy to the Delegated Contracting Authority and 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 Delegated 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 long standing 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. 4):

- i) A brief description of the candidate and a general idea of his recent experience within the framework of similar missions (Table 4B). 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 Delegated Contracting Authority (Table 4C).
- iii) A description of the methodology and work plan proposed to accomplish the mission (Table 4D).
- iv) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 4E).
- v) Recent curricula vitae signed by the proposed specialised personnel and the representative of the candidate empowered to submit the proposal (4F). 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 ten (10) 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 4E and 4G).
- 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. 5). 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 5.A).
- 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 Delegated 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 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated Contracting Authority shall insist on the assurance that these experts are effectively available. The Delegated 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 Delegated Contracting Authority shall conclude by initialling the agreed contract. If the negotiations fail, the Delegated Contracting Authority shall invite the candidate whose bid was placed second for negotiations.

## **7. Award of the jobbing order**

- 7.1 Once the negotiations are over, the Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 th11.3 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 No. 3:  
Special Regulations of the Invitation to  
Tender

## SPECIAL REGULATIONS GOVERNING THE OPEN NATIONAL INVITATION TO TENDER (RPAO) CLAUSES OF THE SPECIAL REGULATIONS

### 1.1 Definition of Services:

Works concern for the control and supervision of the construction Works of the Regional Delegation of Public Service and Administrative Reforms (MINFOPRA) for the North West h Bamenda 1 (Phase 1)

The services mainly include:

- Follow-up the technical execution of the project quantitatively and qualitatively on daily bases during working days of the project (APS; APD) ;
- Prepare monthly reports on the evolution of the project and reporting to the project owner through the contract engineer;
- Organising site meetings and other meetings relating to the project in collaboration with the contract Engineer
- Evaluation of quantities payable in collaboration with the contract engineer..

Name and address of Delegated Contracting Authority: **The Governor of North West Region.**

### References of the invitation to tender:

#### OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

N° \_\_\_\_\_/ONIT/NWRTB/GOV-NWR OF \_\_\_\_\_

**FOR THE CONTROL AND SUPERVISION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS (MINFOPRA) FOR THE NORTH WEST BAMENDA 1 BY EMERGENCY PROCEDURE (Phase 1)**

### 1.2 . DELIVERY DEADLINE:

For the Control relating to the initial phase, the deadline for delivery shall not exceed **Seven (07) months** with effect from the date of notification to start the works.

The consulting firm is expected to have a good mastery of the geographical and climatic conditions of the locality of the project. He shall mobilize the necessary human and material resources for its services within the deadline prescribed and in compliance with the skills required and the required specifications in the Special Technical Conditions.

In case of any delay in the delivery of the services, the Delegated Contracting Authority shall warn the consulting firm to take necessary measures to improve on the situation. The procedures spelt out in Article 37 of this Jobbing Order shall be applied.

### 2. Source of funding

These services shall be financed in by the Public Investment Budget of MINFOPRA for 2024. The services earmarked under this Jobbing Order and all the taxes relating thereto shall be financed by the Public Investment Budgets of MINFOPRA for 2024.

### 3. Main criteria for qualification of bidders

Participation to this invitation to tender shall be opened to enterprises that have experience and have carried out intellectual services in this domain, which are not bankrupt,

- a) who have not suspended all payments evidenced by a court ruling for reasons other than bankruptcy,
- b) who are not subject to legal proceedings with suspension of all payments and which may lead to a declaration of bankruptcy with partial or total removal of the management and ownership of his property,
- c) who have not been convicted and sentenced for an offence affecting his professional morality,
- d) Who have not been guilty of false declarations in connection with the information required for his participation in an invitation to tender?
- e) He shall also show proof of the following:



No.	Guarantee	Level / type of guarantee
1	Financial guarantee (self-financing capacity)	15,000,000 FCFA
2	References	<p>General experience of the consultant in similar services: A brief description of the Candidate and an overview of his recent experience in the context of similar assignments</p> <p>References of the consultant for similar missions: Services rendered during the last five (05) years which best illustrate your qualifications (the duration of the mission, the amount of the contract and the part taken by the Candidate (attach the contracts (first and last pages with receipt report)</p>
3	Essential personnel	<ul style="list-style-type: none"> <li>- A mission head: A Civil Engineer with GCE A/L +5 with a knowledge of structural designing among others, having at least 05 years of experience and having participated in the development of at least 03 similar control works, over the past 05 years and should be in the National Order of Civil Engineer.</li> <li>- Follow-up Technician: Civil Engineering Technician (AL+2) having at least 05 years of experience and participated in at least 2 work sites of comparable size;</li> <li>- Geotechnician: At least Senior Technician with a knowledge of geotechnics who have participated in at least 2 work sites of comparable size.</li> <li>- Driver: ( Driving License) at least 03 years of experience in similar works).</li> <li>- SECRETARY: (BAC/AL) at least 02 years of experience in similar works with a computer knowledge.</li> </ul> <p>(Attach for each personnel certified copies of diploma, attestation of presentation of original diploma, CV signed and dated by the personnel, attestation of availability signed and dated by the personnel, attestation of inscription in the professional National Order were applicable)</p>
4	Equipment of the enterprise	<ul style="list-style-type: none"> <li>- One 4x4 pick-up vehicle</li> <li>- 1 Laptop</li> <li>- 1 color printer:</li> <li>- 1 GPS</li> <li>- 1 camera etc among others which will facilitate the smooth control of the project</li> </ul>

### 3.1. Bidders shall be evaluated on the basis of the following elements:

#### Eliminatory criteria

1. Absence or non-conformity of an document in the administrative file not regularised after 48 hours from the time of opening;
2. Deadline for delivery higher than prescribed;



3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Presence of financial information in the administrative or technical offer of the bidder;
8. Non respect of **70%** of essential criteria;
9. Non respect of the tender models;
10. Suspended by MINMAP in 2023.

### **Essential criteria**

Criteria relating to the qualification of bidders shall concern the following aspects:

	<b>CRETERIA</b>	<b>EVALUATION</b>
1	General presentation of bid	05 points
2	Financial guarantee	20 points
3	Organisation, Methodology and planning of control of works	25 points
4	Human and material resources	40 points
5	Bidder's references	10points
<b>TOTAL</b>		<b>100 % points</b>

Only bidders who obtain a technical score of at least 70points on 100 shall have their financial bids examined.

Copies of the diplomas of essential personnel shall be certified by the competent authorities.

The Regional Tenders' Board for the North West shall declare any bid non-compliant if its administrative documents are found to be non-compliant and not regularised after 48 hours from the time of bid opening or if it has scored a total mark below 70points over 100 for the evaluation of the technical file.

The financial files of bidders whose administrative and technical files have been declared inadmissible shall be put at their disposal and they shall be notified thereof. They shall be destroyed if they are not withdrawn within fifteen (15) days as from the date of award of the Jobbing Order.

Financial proposals shall be opened in the presence of the representatives of successful bidders following examination of the administrative file and evaluation of the technical file. The name of the bidder and the prices proposed shall be read aloud and recorded in writing during the opening of financial bids. The Regional Tenders' Board for the North West shall draw up minutes of the session.

The Evaluation Sub-Committee shall determine if the financial proposals are complete, that is to say if all the items of the financial proposal have been duly filled and correct any miscalculation.

Corrections shall be done as follows:

- 1) In case of discrepancy between the amount in figures and the amount in words, the amount in words shall override;
- 2) In case of error of multiplication of unit prices by the relevant quantity, the price of the unit price list shall override;
- 3) By applying the rebates offered by the bidder.

The amount stated in the bid, corrected in keeping with the procedure referred to above, is supposed to commit the bidder. If the bidder, whose bid is corrected and retained, does not accept the said correction, his bid shall be rejected and the bid bond may be withheld in accordance with the regulation in force.

Any bid including items of the bill of estimates for which the bidder has not specified the unit price shall also be rejected.



On a whole, the financial bid shall be assessed over 100 points, the realistic lowest bid shall score the majority of points; the others shall be assessed as follows:

**Financial Score FS = (100 x amount of the realistic lowest bid) / (amount of the bid assessed)**

**The Grand Total (GT) to be given to each bidder shall be calculated as follows:**

$GT = 75\% \times TS + 25\% \times FS$
--

Shall be considered the best the bid that scores the best grand total, offers the best cost-quality ratio and meets the requirements of the Regional Tenders' Board for the North West.

The Regional Tenders' Board for the North West may request any bidder to give clarifications on any point which shall be deemed necessary for the understanding of his bid. The request for clarifications and the reply given to it shall be by letter or telex, but no modification of amount or content of bid shall be required, granted or authorized, unless it is needed to confirm correction of the miscalculations discovered during the assessment of bids in accordance with the provisions of the RGAO.

### **3.2. In case of a business grouping:**

In case the bid is submitted by a business grouping comprising several corporate bodies or moral persons, it shall be signed by each of them and they shall jointly choose the representative of the group before the Delegated Contracting Authority.

### **3.3. Visit to the construction site and preparatory meeting:**

The bidder is advised to visit and inspect the construction site and its surroundings and to obtain by himself, and under his responsibility, any information that may be necessary for the preparation of the bid and execution of his services. The expenses relating to the visit shall be borne by the bidder.

The Delegated Contracting Authority shall authorize the bidder and his employees or agents to have access to the premises and on his lands for the purpose of this visit, but only on the express condition that the bidder, his employees and agents, free the Delegated Contracting Authority from any responsibility that may ensue there from and compensate him if necessary, and that they remain responsible for mortal or corporal accidents, losses or material damages, costs and expenses incurred for the visit.

The Delegated Contracting Authority may organize a visit to the construction site during the meeting meant for the preparation of bids.

### **4. Language of bid:**

Bids as well as all the correspondence and documents, exchanged between bidders and the Delegated Contracting Authority shall be drafted in English or French. Additional documents and forms provided by bidders may be drafted in a different language provided they are submitted with accurate translation in French or English; in this case and for the purpose of interpretation of the bid, the translation shall override.

**4.1. The list of documents** to be provided shall be filled, grouped together in three volumes put respectively in internal envelopes and divided as follows:

#### **Envelope A – Volume I: Administrative documents**

Envelope A shall be labelled « **Administrative documents** » and shall contain the following documents, valid and produced as originals or certified true copies by the competent administration and proceeded by a flyleaf:

- (1) A stamped declaration of the contractor's intention to tender on which shall appear his names, other names, capacity, residence and nationality; but if it is a company, its proper business name and headquarters shall be indicated;
- (2) A certificate of incorporation issued by the competent court;
- (3) An Affidavit of non-bankruptcy issued by the competent court;



- (4) A copy of taxpayer's card (Carte du contribuable) ;
- (5) An attestation of fiscal conformity ( L'attestation de conformite fiscale)
- (6) An attestation of Bank Account;
- (7) A temporary guarantee deposit for the tender (Bid bond) of **226,000frsCFA**;
- (8) An attestation issued by the National Social Insurance Fund;
- (9) A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts dated not more than 3 months old and issued by ARMP;
- (10) A receipt showing amount paid to obtain the tender file issued by a public Treasury;
- (11) Plan and attestation of localization signed by the bidder on honor;
- (12) The Power of Attorney or "Authorization" where necessary
- (13) Group agreement where necessary;
- (14) The special Administration clauses duly initialed on each page, signed and dated on the last page.

**Under no circumstances shall the bidder state the amount of his bid in a document not included in the financial bid. The signature on the last page of each document shall be preceded by the inscription "read and approved" followed by the name and status of the signatory.**

In case of a business grouping, each member of the group shall present a complete administrative file; documents A1, A6, A7, A10, A12, A13 and A14 shall be presented only by the representative of the group.

#### ***Envelope B – Volume II: Technical bid***

The second envelope (**B**) shall be labelled «**Technical bid**» and shall contain the volume of the following documents preceded by a flyleaf:

- B.1 A form containing general information on the bidder, a model of which is provided in **Appendix 1**;
- B.2 The Organization chart of the enterprise, as well as the list of personnel "senior staff" and "supervisory grade employees" (**Appendix 6**) of the enterprise, specifying the seniority of each of them in the enterprise;
- B.3 The technical and material resources that the bidder intends to use for the execution of control.
- B.4 An analysis of the control to be carried out, as well as the technique and method he intends to use.
- B.5 Planning for the execution for control
- B.6 References of the bidder, notably those relating to the works carried out and his experience in the type of work which forms the purpose of this open national invitation to tender. For the new companies, they should show proof of resources (equipment and personnel).
- B.7 A site visit report and an attestation of visit to the site signed by the contractor or his representative.
- B.8 The capacity to pre-finance the studies with relevant proofs.
- B.9 The Special Administrative Conditions (CCAP), the Special Technical Conditions (CCTP), as well as the Special Regulations governing the open national invitation to tender (RPAO), duly initialed on each page and signed on the last page

#### ***Envelope C – Volume III: Financial bid***

The third envelope (**C**) shall be labelled «**Financial bid**» and shall contain the volume of the following documents initialed on each page and signed by the bidder:

- C.1 The bid proper, submitted as original drafted in accordance with the model enclosed herewith, fiscal stamp at the rate in force, signed and dated;
- C.2 The price list, duly filled, signed and dated, stating unit prices exclusive of VAT, in words and in figures;
- C.3 The estimate of quantity and costs, duly filled, stating the total amount exclusive of VAT, the amount of VAT, and the total amount all taxes inclusive;
- C.4 The price sub-detail schedule shall be properly filled by the bidder.



#### **Envelope D – Volume IV: Reference Financial bid**

The fourth envelope (D) shall be labelled «**Reference Financial bid**» and shall contain a **copy of the original financial bid** made up of the following documents initialled on each page and signed by the bidder:

- C.1 The bid proper, submitted as original drafted in accordance with the model enclosed herewith, fiscal stamp at the rate in force, signed and dated;
- C.2 The price list, duly filled, signed and dated, stating unit prices exclusive of VAT, in words and in figures;
- C.3 The estimate of quantity and costs, duly filled, stating the total amount exclusive of VAT, the amount of VAT, and the total amount all taxes inclusive;
- C.4 The price sub-detail schedule shall be properly filled by the bidder.

**NB:** Various parts of the originals and copies included in a file must be separated by colour insets, so as to make examination easy.

(stamped means):-with Fiscal stamp of 1500 f CFA each

#### **Price and currency of bid**

**4.2.** The amount of bids shall be given in CFA Francs which shall therefore be the contractual money of account and payment.

All the duties, taxes and contributions payable by the bidder for the Jobbing Order or other, thirty (30) days before the deadline for submission of bids shall be included in the total amount of the bid.

**4.3.** Prices of the Jobbing Order shall not be subject to modification.

**4.4.** The currency of the country of the Delegated Contracting Authority (national currency): the CFA Franc

#### **Preparation and submission of bids**

**5.** Period of validity of bids:

The period of validity of bids shall be ninety (90) days with effect from deadline for submission of bids.

**6. Amount of the bid bond:**

**The bid bond shall amount to Three Hundred Thousand(300,000) F CFA**

**6.1** Venue, date and time of the preparatory meeting to make out bids:

There shall be no preparatory meeting to make out bids.

**7.** Number of copies of bids which must be filled and forwarded:

Seven (07) copies with one original and five (06) copies of the Administrative, Technical and Financial documents labelled as such.

**8.** Address of the Delegated Contracting Authority to which bids shall be forwarded: **Governor's office North West Region, Room 108, Tel: 233361941/652582344**

**9.** Date and deadline for submission of bids: .....at **11.00am** local time.

**10.** Place, date and time for opening of bids:

Administrative and technical bids shall be opened in the conference hall of the **Governor of North West Region** on ...../2024 at **12.00 noon** local time.

#### **Evaluation and comparison of bids**



11. Currency to be used for conversion into a single currency: the CFA Francs Source of exchange rate: Bank of Central African States (BEAC). Date of exchange rate: To be specified when the deadline for submission of bids shall be known.

12. National bidders shall not enjoy any degree of preference during the evaluation of bids.

**EVALUATION GRID FOR THE CONTROL AND SUPERVISION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS (MINFOPRA) FOR THE NORTH WEST BAMENDA 1 BY EMERGENCY PROCEDURE (Phase 1)**

**NB: The absence of the certificate of registration with the professional order, when required, results in the disqualification of the proposed staff.**

the disqualification of the proposed team.				
APPRAISAL GRILL FOR THE CONTROL AND SUPERVISION OF WORKS.				
No	CRITERIA	SCORES		OBSERVATIONS
REFERENCES OF THE COMPANY IN THE DOMAIN OF CONTROL AND SUPERVISION (10 points)				
1	More than two(02)registered jobbing orders (1 <sup>st</sup> and last pages)certified by a competent authority, and corresponding reception minutes, (in the domain of control)	10		
2	Two(02)registered jobbing orders (1 <sup>st</sup> and last pages) certified by a competent authority and corresponding reception minutes, (in the domain of control)	6		
MATERIAL RESOURCES (10 points)				
1	A vehicle (Pick up 4 4 or van)	3.5		
2	Proof of 100% ownership	1		
3	List of various key equipments and tools for the control and supervision of works	1		
4	Proof of 100% ownership	4		
5	Organizational chart of the site	0.5		
HUMAN RESOURCES (37 points)				
	CHIEF OF MISSION: ( Civil Engineer)			
1	Diploma certified	2		
2	Presentation of the original of the Diploma of chief of mission signed by the SDO or the Governor	2		
3	CV signed and dated by the chief of mission	1		
4	Attestation of service in the ONIGC	3		
5	Professional experience at least 10 years	2		
FOLLOW –UP TECHNICIAN (HND in Civil Engineering)				
1	Certified copy of Diploma	1		
2	CV signed and dated by the follow-up Technician	1		
3	Professional experience at least 05 years	3		
	GEOTECHNICIAN (Civil Engineer)			
1	Certified copy of certificate	2		
2	CV signed and dated by the Geotechnician	2		
3	Professional experience at least 05 years	3		
	SECRETARY (BAC/AL) at least 02 years of experience in similar works			
1	Certified copy of certificate	1		
2	CV signed and dated by the secretary	1		
3	Professional experience at least 3 years	2		
	DRIVER (Driving License) at least 4years of experience in similar works			



1	Certified copy of Driving License of the driver	1		
2	CV signed and dated by the Driver	2		
3	Professional experience at least 3years	1		
<b>METHODOLOGY OF INTERVENTION FOR THE CONTROL OF WORKS (18points)</b>				
1	Attestation of site visit report with pictures	4		
2	Detailed technical note concerning the control and supervision, organization of works	5		
3	Other necessary Control	2		
4	Respect of the duration of works	5		
5	Manpower deployment schedule	3		
6	Acceptable planning of control of works	2		
7	Coherence in the control of works	2		
8	SPECIAL TECHNICAL CLAUSES (STC) dully initialed on each page and signed and dated on the last page	1		
9	SPECIAL ADMINISTRATIVE CLAUSES TO TENDER (SAC) dully initialed on each page and signed and dated on the last page	1		
<b>CAPACITY OF SELF FINANCING ( Attestation of credibility minimum 20% of the bid price) 20 points</b>				
1	75% personal financial means ( bank statement) OR	20		
2	By personal or bank engagement to pre-finance	15		
<b>GENERAL PRESENTATION OF THE BIDS (5 points)</b>				
1	Presence of all the documents	1		
2	Properly bind	1		
3	Table of content	1		
4	Page separators in color apart from white	1		
5	Order prescribed respected	0.5		
6	Clearness of the documents	0.5		
SIGN				
CHAIRMAN		SECRETARY		MEMBER

#### **REFERENCES OF THR COMPANY IN THE DOMAIN OF CONTROL AND SUPERVISION (10 Pts)**

#### **Award of Jobbing Order**

13. Within (20) days following notification of the Jobbing Order by the Delegated Contracting Authority, the contractor shall provide to the Delegated Contracting Authority a performance bond whose model is presented in Document No.10, Appendix No. 3 of this Tender File.

The performance bond shall amount to 5% of the cost of the Jobbing Order. It may be replaced by a bond issued by a banking establishment authorized in accordance with the instruments in force, with the Regional Delegation MINMAP for the North West as beneficiary or by a personal joint or several bonds.

This security bond shall be refunded or the bid bond which replaces it shall be freed at the written request of the contractor after the final acceptance (one year after provisional acceptance) as stipulated under Article 41 of the CCAP.



Document No. 4:  
Special Administrative Conditions (SAC)



## **Table of contents**

### **Chapter I: General**

- Article 1 - Subject of the Jobbing Order (GAC supplemented)
- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the Jobbing Order (article 8 of GAC)
- Article 6 - General applicable instruments (GAC supplemented)
- Article 7 - Communication (GAC articles 5 and 6 supplemented)
- Article 8 - Administrative Orders (article 7 of GAC)
- Article 9 - Contracts with conditional phases (GAC supplemented)
- Article 10 - Service provider's personnel and equipment (GAC supplemented)

### **Chapter II: Financial conditions**

- Article 11 - Guarantees and bonds (GAC supplemented)
- Article 12 - Amount of Jobbing Order (GAC supplemented)
- Article 13 - Place and method of payment (GAC supplemented)
- Article 14 - Price variation (article 16 of GAC)
- Article 15 - Price revision formulas (article 17 of GAC)
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Advances (article 18 of GAC)
- Article 18 - Payments for the services (articles 19 of GAC supplemented)
- Article 19 - Interests on overdue payments (article 28 of GAC)
- Article 20 - Penalties for delay (article 29 of GAC supplemented)
- Article 21 - Final detailed account (GAC supplemented)
- Article 22 - General detailed account (GAC supplemented)
- Article 23 - Tax and customs schedule (GAC supplemented)
- Article 24 - Stamp duty and registration (article 20 of GAC)

### **Chapter III: Execution of the services**

- Article 25 - Jobbing Order execution deadline (article 20 GAC)
- Article 26 - Obligations of the Project Owner (GAC supplemented)
- Article 27 - Obligations of service provider (GAC supplemented)
- Article 28 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 29 - Insurance (GAC supplemented)
- Article 30 - Approval of personnel (GAC supplemented)
- Article 31 - Sub-contracting (article 27 of GAC)

### **Chapter IV: Acceptance**

- Article 32 - Monitoring and Acceptance Commission (article 36 of GAC)
- Article 33 - Acceptance of services (article 36 of GAC)

### **Chapter V: Miscellaneous provisions**

- Article 34 - Force majeure (article 41 of GAC)
- Article 35 - Termination of the Jobbing Order (article 42 of GAC)
- Article 36 - Differences and disputes (article 48 of GAC)



Article 37 - Drafting and dissemination of this Jobbing Order (GAC supplemented)  
Article 38 and last: Entry into force of the Jobbing Order (GAC supplemented)



## Chapter I: General

### Article 1: Subject of Jobbing Order

The subject of the Jobbing Order must be in consonance with article 1 of the GAC relating to the scope of application.

The subject of this jobbing order shall be **for the control and supervision of the construction Works of the Regional Delegation of Public Service and Administrative Reforms (MINFOPRA) for the North West Bamenda 1 (Phase 1)**

### Article 2: Jobbing order award procedure (GAC supplemented)

This Jobbing Order shall be awarded following Open National Invitation to Tender by Emergency Procedure No \_\_\_\_\_/ONIT/NWRTB/GOV-NWR/2024 of \_\_\_\_\_/\_\_\_\_\_/2024 **for the recruitment of a consulting firm to carry the control and supervision of the construction Works of the Regional Delegation of Public Service and Administrative Reforms (MINFOPRA) for the North West Bamenda 1 (Phase 1)**

### Article 3: Definitions and duties (article 2 of GAC supplemented)

#### 3.1 General definitions

- The Delegated Contracting Authority shall be the **Governor of North West Region**. He awards the contract, ensures the preservation of originals of said Jobbing Order documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation through the focal point designated to this effect;
- The Project Owner is (MINFOPRA);
- The Project Manager shall be **The Regional Delegate of Public Service and Administrative Reforms for the North West**. He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Jobbing Order Engineer shall be **The Regional Delegate of MINTP for the North West**. He shall be responsible for the technical monitoring of the contract

#### 3.2 Security

This Jobbing Order 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 Regional Delegate of Public Service and Administrative Reforms for the North West**.
- The authority in charge of the clearance of expenditures shall be **The Regional Controller of Finance for the North West**
- The body or official in charge of payment shall be **The Regional Treasury Bamenda**
- The official competent to furnish information within the context of execution of this Jobbing Order shall be the project engineer.

### Article 4: Language, applicable law and regulation

4.1 The language to be used shall be *English and/or French*.

4.2 The service provider shall be bound to observe the laws, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Jobbing Order.

If the laws and regulations in force at the date of signature of this Jobbing Order are amended after the signature of the Jobbing Order, the possible direct resulting costs shall be taken into account without gain or loss for either party.

### Article 5: Constituent documents of the Jobbing Order (Article 8 of GAC)

The constituent contractual documents of this Jobbing Order are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the finalized Terms of Reference or description of services;
- 3) The Special Administrative Conditions (SAC);
- 4) The Terms of Reference or description of services;



- 5) The particular elements necessary for the determination of the Jobbing Order price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The execution schedule or plan of action etc.
- 7) The General Administrative Conditions applicable on services and intellectual services contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Jobbing Order.

#### **Article 6: General instruments in force (GAC supplemented)**

This Jobbing Order shall be governed by the following general instruments:

1. Law No 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No. 96/12 of 5<sup>th</sup> August 1996 on the management of the environment;
4. Law No. 2022/020 of 27 December, 2022 on the Financial Regime of the State of Cameroon for the 2023 Financial Year
5. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
6. Law No 2016/017 of 14 December 2016 instituting the Mining Code;
7. Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code and its texts of application;
8. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
9. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
10. Instruments governing the various professional bodies;
11. Decree No. 2001/048 of 23<sup>rd</sup> February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
12. Decree No. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
13. Decree No. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
14. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
15. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
16. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
17. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
18. Order No. 001/CAB/PR of 19<sup>th</sup> June 2012 relating to the Award and Control of Execution of Public Contracts;
19. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owners circular.
20. Circular № 00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2024 financial year;
21. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
22. The MINCOMMERCE Decree setting the Price List
23. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of contracts reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
24. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
25. Unified Technical Documents (DTU) for building works;
26. Applicable standards;



## **Article 7: Communication (Articles 6 and 10 supplemented)**

- 7.1 All communications within the framework of this Jobbing Order shall be written and notifications sent to the following address:
- In the case where the service provider is the addressee:*  
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Jobbing Order Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;
  - In the case where the Project Owner is the addressee:*  
Sir/Madam \_\_\_\_\_ [to be specified] with a copy addressed to the Delegated Contracting Authority, Jobbing Order Manager, and Jobbing Order Engineer, where need be, within the same deadline.
  - In the case where the Delegated Contracting Authority is:*  
Sir/Madam [specify] with a copy addressed within the same deadline to the Project Owner, Jobbing Order Manager, Jobbing Order Engineer and Project Manager, where applicable

## **Article 8: Administrative Orders (Article 7 of GAC)**

The various Administrative Orders shall be established and notified as follows:

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Contract Manager with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer and the Paying Body, where applicable.
- 8.2 Upon proposal by the Contract Manager, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer, and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Contract Manager, the Regional Delegation of Public Contract North West.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the Contract Engineer to the Contractor with a copy to the Contract Manager the Regional Delegation of Public Contract North West.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.
- 8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Contract Manager, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Contract Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.**

## **Article 9: Contracts with conditional phases (GAC supplemented) (Not applicable)**

This Works shall be financed in one phase by the Public Investment Budget of the Republic of Cameroon.



At the end of a phase, the Project Owner shall carry out the acceptance of the services and issue an attestation of proper execution to the service provider. This attestation shall determine the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [specify]

#### **Article 10: Service provider's equipment and personnel (Article 15 of GAC supplemented)**

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Project Owner or Jobbing Order Manager. In case of modification, the service provider shall have himself replaced by a member of staff of equal competence (*qualifications and experiences*).
- 10.2 Any unilateral modification on the supervisory staff made in the proposed equipment and personnel prior to and during the execution of services shall be a reason for termination of the Jobbing Order as mentioned in article 35 below or the application of penalties.
- 10.3 Any modification shall be notified to the Delegated Contracting Authority.

### **Chapter II: Financial conditions**

#### **Article 11 Guarantees and bonds (GAC supplemented)**

##### **11.1 Final bond**

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

It is constituted and transmitted to the Jobbing Order Manager within a maximum deadline of twenty (20) days of the notification of the Jobbing Order.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the services, following a release issued by the Delegated Contracting Authority upon request by the service provider.

##### **11.2 Performance bond**

The retention fund shall not be required for services and intellectual services contracts.

##### **11.3 Guarantee of start-off advance**

As soon as the Jobbing Order is signed, upon request and without any justification, the contractor may be granted a start-off advance amounting to twenty percent (20%) of the initial amount of the Jobbing Order. This advance must be guaranteed at one hundred percent (100%) and issued by a first-rank bank authorized by the Ministry in charge of Finance in Cameroon.

The advance must be reimbursed by deductions of 40% of the amount of each provisional payment on account.

The amount of the reimbursement guarantee on the start-off advance shall be reduced as the reimbursements are done. A release order shall be issued after the complete reimbursement of the advance

#### **Article 12: Amount of the Jobbing Order (GAC supplemented)**

The amount of this Jobbing Order as it emerges from the attached [detail or estimates] is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: \_\_\_\_\_ (\_\_\_\_\_) CFA F
- Amount of VAT: \_\_\_\_\_ (\_\_\_\_\_) CFA F.
- Amount of TSR and/or \_\_\_\_\_ CFA F
- Net to be paid= EVAT-TSR and/or AIR

#### **Article 13: Place and method of payment (GAC supplemented)**

The Project Owner shall release the sums due in the following manner:

- a. In return for the payments made by The Delegated Contracting Authority to the contractor and in keeping with the conditions stated in the Jobbing Order, the contractor shall hereby undertake to execute the Jobbing Order in accordance with the provisions of the Jobbing Order.



Payments shall be done by the Delegated Contracting Authority *after receiving accounts drawn up by the Jobbing Order Engineer, signed by the Delegated Contracting Authority upon presentation of an account drawn by the contracting partners in seven (07) copies including the stamped original copy.* Each request for payment shall include the following documents:

- Seven copies of the account mentioned above;
- Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work signed by the Jobbing Order Engineer ;
- Release order of the retention guarantee signed by the Delegated Contracting Authority in case of final acceptance of work;
- A copy of the following documents certified by the competent Authorities and dated less than three (03) months:
  - > a tax payer's card.
  - > a clearance attesting to the payment of taxes;
  - > an attestation of non-indebtedness;
  - > an attestation of location;
  - > a plan of location;
  - > an attestation of solvency;
  - > an attestation of Bank account;
  - > an attestation from the NSIF

b. The Delegated Contracting Authority shall release the amounts owed as follows:

Payments shall be made in CFA Francs, i.e. *(amount in figures and in words exclusive of VAT)*, by credit to account No. \_\_\_\_\_ open in the name of the contractor in \_\_\_\_\_ (bank)

- a. For payments in CFA francs *(amount in figures and letters exclusive of taxes)* by credit to account No. \_\_\_\_\_ opened in the name of the service provider in the \_\_\_\_\_ bank.
- b. For payments in foreign currencies *(amount in figures and letters exclusive of taxes)* by credit to account No. \_\_\_\_\_ opened in the name of the service provider in \_\_\_\_\_ bank.

#### Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm.

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

14.2 Price updating modalities (where applicable)

#### Article 15: Price revision formulae (article 17 of GAC)

The prices on the unit price schedule shall be fixed and not subject to revision.

#### Article 16: Price updating formulae (article 21 of the GAC)

The Prices of this Jobbing Order shall be fixed and not subject to updating.

#### Article 17: Advances (article 18 of the GAC)



17.1 The Project Owner shall grant a start-off advance not exceeding 20 % of the amount of the Jobbing Order.

17.2 This advance whose amount cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the Jobbing Order according to the modalities laid down in the Special Administrative Conditions.

17.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Jobbing Order.

17.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.

17.5 The possibility of granting advances must be expressly stipulated in the Tender File and the Project Owner must indicate if he is committed or not to pay advances and if yes in what capacity.

#### **Article 18: Payment for services (article 19 GAC supplemented)**

*(Indicatively, for contracts paid by unit price)*

18.1 Establishment of services executed before the 30<sup>th</sup> of each month, the service provider and the Jobbing Order Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and likely to give entitlement to payment.

18.2 Monthly detailed account. No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the service provider shall hand over to the Jobbing Order Engineer two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the Jobbing Order since the start of the Jobbing Order.

Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of \_\_\_\_\_ and the Ministry in charge of Finance

Only the amount exclusive of VAT shall be paid to the contractor as follows:

- 100% - (2.2% or 5.5% paid directly into the account of the contractor;
- 2.2% or 5.5% paid to the public treasury as AIR due by the contractor.

The Jobbing Order Engineer has a time-limit of seven (7) days to forward to the Jobbing Order Manager the detailed accounts he has approved in a way as to be in his possession not later than the 12<sup>th</sup> of the month.

The Jobbing Order Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Or

*(Indicatively for contracts with lump sum payments)*

#### **Scheduling of the payment**

Amount of detailed accounts to be paid are scheduled as follows:

#### **Approval of the provisional report**

- |   |     |
|---|-----|
| - Within 15 days following its provisional approval | 60% |
| - Approval of final report                          | 40% |

The detailed accounts in six (6) copies shall be presented by the service provider in CFA francs to the Jobbing Order Engineer accompanied by the request for payment.

The request for payment must highlight the total amount of the Jobbing Order, the amount already received, the amount of the bill concerned, as well as the reimbursements made for start-off advance.

Payments on account take place within 30 days of the date of transmission to the competent accountant of the establishment giving entitlement to payment.



*General detailed account- Statement of the balance after the final report, the service provider addresses to the Project Owner a request for payment of the balance in the form of a general detailed account highlighting the summary of sums already received as well as the balance due. This summary is the general detailed account.*

*Payment of the last detailed account shall be determined by submission of the final report by the service provider to the Project Owner and acceptance by the latter of the said report within a deadline of fifteen (15) clear days.*

18.3 Detailed account of start-off advance (if applicable).

#### **Article 19: Interest on overdue payments (Article 28 of GAC)**

Possible interests on overdue payments are paid by statement of sums due in accordance with Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

#### **Article 20: Penalties for delays (Article 29 of GAC supplemented)**

##### **A. Penalties for delay**

20.1 The amount for penalties for delays shall be set as follows:

- a. One two thousandth (1/2000<sup>th</sup>) of the initial Jobbing Order amount inclusive of all taxes per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b. One thousandth (1/1000<sup>th</sup>) of the initial amount of the Jobbing Order inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

20.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial Jobbing Order with its additional clauses inclusive of all taxes.

##### **B. Specific penalties [amount to be indicated]**

20.3 Independently of penalties for overrun of contractual time-limit, the service provider shall be liable for the following special penalties for the non observation of the provisions of the Jobbing Order, especially:

- ii. Late submission of final bond;
- iii. Late submission of insurances;
- iv. Late submission of the draft execution schedule if the lateness is caused by the service provider.

#### **Article 21: Final detailed account (GAC supplemented)**

21.1 After completion of the services and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of services effectively provided and which detailed account summarises the total sums to which the service provider may be entitled as a result of the execution of the whole Jobbing Order.

21.2 This draft final account, rectified and approved, shall, within one (01) month as from the date of submission to the Jobbing Order Engineer, be notified to the contractor.

21.3 Within one (01) month as from the date of notification, the contractor shall return the final account bearing his signature.

#### **Article 22: General and final detailed account (GAC supplemented)**

22.1 Within one (01) month as from the date of the final acceptance of works, the Jobbing Order Manager shall draw up the general and final account which shall be countersigned by the contractor and the Delegated Contracting Authority.

22.2 The Jobbing Order Manager draws up the general and final detailed accounts of the Jobbing Order which he has signed jointly by the contractor and the Delegated Contracting Authority. This detailed account includes:

- the final detailed account,
- the balance
- the summary of monthly payments on account.



The signing of the general and final detailed account without reservation by the service provider definitely binds the two parties, puts an end to the Jobbing Order, except with regard to interest on overdue payments.

22.3 Within one (01) month as from the date of notification, the contractor shall return the final account bearing his signature.

#### **Article 23: Tax and customs regulations (GAC supplemented)**

Decree No. 2003/651 of 16 April 2003 lays down the conditions for implementing the tax regulations and customs procedures applicable to public contracts.

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

All taxes inclusive prices means VAT included.

#### **Article 24: Stamp duty and registration of Jobbing Orders (article 20 of GAC)**

Seven (7) original copies of the Jobbing Order will be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

### **Chapter III: Execution of services**

#### **Article 25: Nature of services**

Nature of Services relating to the recruitment of a consulting firm to carry out **the control and supervision of the construction Works of the Regional Delegation of Public Service and Administrative Reforms (MINFOPRA) for the North West Bamenda 1 (Phase 1)**

. The following Special Technical Prescriptions lay down the conditions of this invitation to tender and aim at informing bidders of the expected results, the constraints relating to the regulations or to the environment as well as the technical requirements or other requirements which they shall have to meet.

#### **Article 26: Execution time-limit of the Jobbing Order (article 20 of GAC)**

26.1 The time-limit for the execution of the works forming the subject of this Jobbing Order shall be **Eight (08) months** from the date of notification of service order to start works by the Jobbing Order Engineer.

26.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of services.

#### **Article 27 Responsibilities of the Project Owner (GAC supplemented)**

27.1 The Project Owner shall be bound to furnish the service provider with information necessary for the execution of his mission and to guarantee, at the cost of the service provider, access to sites of projects.

30.2 The Project Owner shall ensure the service provider protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

#### **Article 28: Responsibilities of the service provider (CAG supplemented)**

28.1 The service provider shall execute the services and fulfil his obligations in a diligent, efficient and economic manner in accordance with the standards, techniques and practices generally accepted in his domain of activity.

28.2 During the duration of the Jobbing Order, the service provider shall not be committed directly or indirectly in professional or contractual activities likely to compromise his independence in relation to the mission devolving on him.

28.3 In case of conflict of interest caused by a member of his mission team, the service provider shall indicate it in writing to the Delegated Contracting Authority and must replace the expert in question involved in the project or Jobbing Order.

Conflict of interest shall be understood as any situation in which the service provider could benefit directly or indirectly from a Jobbing Order awarded by the Delegated Contracting Authority by whom he is consulted or any situation in which



he has personal or financial interests sufficient to compromise his impartiality in the accomplishment of his functions or likely to affect his judgment unfavourably.

28.4 The service provider is bound by professional secrecy in relation to third parties with regard to information, knowledge, documents gathered or brought to his knowledge during the execution of the Jobbing Order. In this regard, documents established by the service provider during the execution of the Jobbing Order cannot be published or communicated without the approval of the Delegated Contracting Authority.

28.5 During the submission of the final report, the service provider shall be bound to return all documents borrowed the Delegated Contracting Authority.

28.6 During the execution of the Jobbing Order and for seven (7) months after, the service provider as well as his associates and sub-contractors shall refrain from providing goods or services to the Delegated Contracting Authority resulting from the services or closely related to them (except for the performance of the services or its continuation).

28.7 The service provider shall bear the professional costs and coverage of risks or illness or accident within the context of his mission.

28.8 The service provider shall not modify the composition of the team proposed in his technical bid without the written approval of the Delegated Contracting Authority.

#### **Article 29: Insurance (GAC supplemented)**

The following insurance policies are required within the scope of this Jobbing Order in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the Jobbing Order:

- *Liability insurance, business manager;*
- *Insurance covering its ten-year obligation, where necessary.*

Within (15) days as from the date of notification of the Jobbing Order, the contractor and sub-contractors, at the request of Jobbing Order Manager, shall give evidence that they have taken out one or several insurance policies to guarantee their civil liability towards third parties in case of accident or damage caused to them by the execution or conditions of execution of works. Whatever the case, the contractor shall remain responsible.

At the request of the Delegated Contracting Authority, the contractor is bound to present any evidence for the establishment of insurance contracts and regular payment of corresponding premiums.

Moreover, these insurances, taken out with authorized insurance companies based in Cameroon, shall include a clause forbidding their termination before completion of the execution of this Jobbing Order

#### **Article 30: Execution programme (GAC supplemented)**

Within a minimum deadline of *thirty (30) days* from the date of notification of the Administrative Order to commence execution, the service provider shall submit in *[six (6)]* copies for the approval of the *(Jobbing Order Manager after the endorsement of the Project Manager (or Project Engineer))* the execution programme of the services, his execution calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

This programme will be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

- Either the indication "GOOD FOR EXECUTION";
- Or the indication of their rejection including the reasons for the said rejection.

The service provider has eight (8) days to present a new draft. The Jobbing Order Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

The approval given by the Jobbing Order Manager does not in any way release the service provider of his responsibilities. Meanwhile, services provided before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.



The service provider will constantly update a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Jobbing Order Manager. After approval of the execution schedule by the Jobbing Order Manager, the latter shall transmit it within five (5) days to the Delegated Contracting Authority without staying its execution. However, if important modifications alter objective of the Jobbing Order or the nature of the services,, the Delegated Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

#### **Article 31: Approval of personnel (GAC supplemented)**

If the Delegated Contracting Authority requests the replacement of a member of the team for duly established serious misconduct or for incompetence, the replacement shall be at the cost of the service provider within a deadline of fifteen (15) days.

The Delegated Contracting Authority reserves the right to refuse its approval of a person proposed by the service provider whose qualification is inadequate.

#### **Article 32: Sub-contracting (article 27 of GAC)**

The part of the services to be sub-contracted shall be 30% of the initial amount of the Jobbing Order and its additional clauses.

### **Chapter IV: Acceptance**

#### **Article 33: Monitoring and Acceptance Commission (article 36 of GAC)**

Before the provisional acceptance, the service provider shall request in writing to the Project Owner with a copy to the Delegated Contracting Authority, the Engineer and Paying Body.

The Monitoring and Acceptance Commission shall comprise the following members indicatively:

- 1) The Delegated Contracting Authority or his representative (the Governor of North West Region or Rep.) as chairperson;
- 2) The Project Manager or his representative as member
- 3) The RD/MINMAP/NW or Rep. as observer;
- 4) Control Mission, secretary
- 5) The Stores accountant of the Regional Delegation of Public Service and Administrative Reforms NW as member;
- 4) The Service Provider or Rep. as observer ;

Members of the Commission shall be convened by mail for acceptance within a deadline 15 days, at least 3 days before the date of acceptance.

#### **Article 34: Acceptance of services (article 36 of GAC)**

Technical acceptance may be declared upon completion of works as concerns control.

Acceptance shall be carried out by a committee chaired by the Jobbing Order Manager in the presence of the contractor and the results shall be recorded in the minutes.

In case improvements are requested, they shall be determined by the Delegated Contracting Authority and their cost borne by the contracting partner.

The date of the last provisional acceptance shall be considered as the date of completion of works, and shall determine whether or not to apply the penalties for lateness provided for under Article 37 of this Jobbing Order

#### **Article 35: Case of force majeure (article 41 of GAC)**

In case the contractor may put forward a case of force majeure, no claim shall be admitted beyond the following thresholds:



- rain: 200 millimetres in 24 hours;
- wind: 40 meters per second;
- flood: decennial floods

## **Chapter V: Sundry provisions**

### **Article 36: Termination of the Jobbing Order(article 74 of the GAC)**

The Jobbing Order may be terminated as provided for in Decree No. 2018/366 of 20 June 2004 and equally under the conditions laid down in articles 42, 43, 44, 45, 46 and 47 of the GAC especially in cases of:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in service provision resulting in penalties of more than 10 % of the amount of the services;
- Refusal to repeat poorly executed services;
- Default by the service provider;
- Persistent non payment for services.

### **Article 37: Disagreements and disputes (article 79 of the GAC)**

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction in Bamenda.

### **Article 38: Production and dissemination of this Jobbing Order (GAC supplemented)**

Twenty (20) copies of this Jobbing Order shall be produced at the cost of the service provider and furnished to the Jobbing Order Manager.

### **Article 39 and last: Entry into force of the Jobbing Order**

This Jobbing Order shall be final only upon its signature by the Delegated Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Delegated Contracting Authority.



Document No. 5:  
Terms of Reference  
(ToR)



# THE CONTROL AND SUPERVISION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS (MINFOPRA) FOR THE NORTH WEST BAMENDA 1 BY EMERGENCY PROCEDURE (Phase 1)

## 0. CONTEXT AND JUSTIFICATION

The construction project the control and supervision of the construction Works of the Regional Delegation of Public Service and Administrative Reforms (MINFOPRA) for the North West Bamenda 1 (Phase 1)

The objective of this mission is the control and monitoring services that cover four areas:

- The technical section involving the fields of civil engineering, geotechnics and hydraulics to ensure that the infrastructure (roads, sewerage works, drains and commercial facilities) complies with the specific technical specifications of the Contract of the Company in charge of the works and with the rules of the trade;
- The administrative and legal aspects;
- The financial aspect;
- Environmental and Social Control and Monitoring in relation to the recommendations of the ESMPs resulting from the Environmental Impact Studies, the Contract of the Company in charge of the works, the particular ESMP of the Contractor, the current scientific knowledge and concerns expressed by the populations during the execution of the works, and other ESHS requirements to be met by the Company.

## 1. DESCRIPTION OF WORKS TO BE CONTROL

The service is distributed as follows for information purposes only:

- Respect of dimensioning
- Method and techniques of constructions
- Quality control

## 2. CONSISTENCY OF SERVICES

The objective of this mission is to give the assurance to the Delegated Contracting Authority that the works are advisedly realized, according to the rules of the art and to the contractual capacities; and it until the final reception.

In accordance with national regulations, the Consultant will work under the supervision of the Contract Engineer (MINTP), himself overseen by the Contract Manager (the president of the North West Regional Assembly) representing the Project Owner. For any decision affecting prices and deadlines or modifying the provisions laid down by the contract, he will have to refer to those representatives who are the only ones authorized to make this type of decision.

The Consultant will have to assure in particular:

- The validation and the visa of the plans and the programs of execution (VISA)
- The monitoring of the works contracts (MWC),
- The Project Owner Assistant for Reception Operations (POARO).



- The consultant shall equally be expected to give an opinion or a review of the studies that will have led to the attribution of the works to the contractor. This report shall guide the contracting authority to have an idea on whether there will be extra financial provisions to be mobilise before the commencement of works.

## **2.1. Validation and endorsement of execution plans and modalities (VISA)**

This mission concerns the control of construction site. They contain all the actions necessary for the good behavior of the works, in particular:

- The validation of the Execution program of the contractor and the action plan of the controller.
- The coordination between the participants.
- The planning of the construction site.
- The follow-up of the contractor.

### **2.1.1. Validation of the Implementation project,**

The control mission is responsible for having the Contractor to elaborate the execution program in accordance with the Technical specifications. These files must include all the execution plans as well as the specifications for site use and to also ensure their compliance with the project and to ensure that any variants considered correspond effectively to those that have been selected by the Client. He must systematically visa on all documents or plans produced by the Contractor before or during the works and submit it to the Client.

### **2.1.2. Analysis and validation of the elementary tasks**

Base on the Implementation project, Control mission of work oversees of controlling that the sub-division of the construction site in elementary tasks is realized in a rational way and that each of these tasks is in accordance with used techniques, projected schedule and forecasts of cost stemming from the Contract. It will check that the average human beings and material are in accordance with the sub-details of the prices and with the technical and financial offer of the company and the contract.

### **2.1.3. Coordination between the participants**

The control mission is responsible for ensuring that the various parties involved in the works contract (laboratory, subcontractors, suppliers, etc.) operate in complete coherence; it will validate the proposals of the Contractor in this domain especially for all that concerns the works and the supplies which it will propose to the contracting authority to approve on the basis of samples. It will also ensure the coordination of the company's intervention with the constraints of track operation as well as the agents of the networks, and the authorities (security, firefighters, etc.).

### **2.1.4. Check of the construction site**

Contractor of work has the responsibility to realize and update the planning of the construction site it will supply every fifteen (15) days, to the Client (Project Owner), the following elements:



- A GANTT Chart on which it will represent obligatorily the work forecasts, the realized and the planned.
- Possibly a PERT graph when the organization of the construction site deems it necessary.
- A detailed situation of the progress of the works (quantities, resources) in which will appear the forecasts, the ongoing and the realized.

#### **2.1.5. The follow-up of the contractor**

Control mission of work is in charge of checking (controlling) the contractor and in particular of watching that he has respected the administrative and technical rules and regulations which are imposed on him (her) by the General condition of contract, special condition of contract and the Technical specification. He also has to ensure the control of the organization of construction site and the *modus operandi* of the company.

He has to bring him (her) his assistance as for the understanding of the technical and administrative files and the elaboration of documents intended for the payment of the works.

#### **2.1.6. Assistance to the development of amendments/addendum**

Control mission will assist the Delegated Contracting Authority in the preparation of the amendments which could be set up during the execution of the Contract of works, decisions of revaluation, adjourned execution and discounts of penalty.

#### **2.1.7. Assistance for the arbitration and the dispute settlement**

Control mission of work is in charge of examining the complaints of the company, the participants and the local residents, during the works and of presenting them to the Delegated Contracting Authority, to formulate the proposals and the advice.

He contributes to the definition of the missions of expertise and analyses the reports of the Contractor during disputes.

### **2.2. Monitoring Work Contracts (MWC)**

#### **2.2.1. Establishment and transmission of the projects service orders**

The project management will be entrusted Regional Delegate of Public Service and Administrative Reforms .

Written, signed and numbered Service Orders (SO) are sent to the Contractor within two calendar days as provided by the special condition of contract (SCC). The project manager will prepare the OS projects to be submitted to the Contract Engineer who will sign them (technical SO) or submit them in turn to the Contract manager (SO with administrative and / or financial impact).

Under no circumstances the Consultant can notify the relevant service orders:

- notification of the date of commencement of work,
- the period of execution of the work,
- the notification of new prices to the contractor for unplanned work or works, or the Service orders following a decision of the Delegated Contracting Authority must be notified within 3 days.



### **2.2.2. Management of the meetings and the production of the feed -back and the reports**

Consultant must organize and to manage, under the authority of the representative of the client (Delegated Contracting Authority), weekly meetings which will allow him to notice the progress of works. These will be the object of a report handed to the Delegated Contracting Authority in the period foreseen by the SCC. The representative of the client can communicate his decisions as for the works during these meetings.

A monthly meeting will be organized by Consultant in the presence of the representatives of the Delegated Contracting Authority and of the other participants in the Program (MINFI, MINTP etc.).

A report will be drafted by the project manager, in three (03) copies.

### **2.2.3. Managing of the site note book**

Consultant will keep a clean site note book of construction where will be recorded the observations, as well as those of all other participants in the monitoring of works. In this note site book will be also listed all the orders of service which he will have given and mentioned all the events relative to weather conditions.

This site note book will become the property of the project owner to whom it will be put back (handed) at the end of construction site.

However, copies of site note book will be sent weekly to the contracting Authority by mail.

### **2.2.4. Control of the technical capacities (measures)**

This control will concern the technical measures planned for the execution of works, such as:

- The technical reception of the site installation of the project site of the contractor should be in accordance with the provisions of the contract with the contractor;
- The checking of key staff mobilized by the contractor;
- The approval of the corrections brought possibly by the contractor to the project and to the program of origin;
- The control of the organization of construction sites(works) and the check of the technical means of the contractor by considering programs of execution and projected planning of works;
- The verification of the implementation by the Contractor of the procedures of quality assurance plans and the participation in the application of these procedures concerning aspects subject to the decision of the Central or Local Coordination Unit (if provided for by contracts);
- The approval of the Contractor's laboratory;
- The verification of the conformity of the work with the approved execution projects, the contractual plans, the requirements of the contractual documents and the service orders;
- Implementation of the company's Quality Assurance Plan;
- Carrying out all the tests necessary for the control of the works (structure, geotechnical, hydraulic, materials, topography, etc.); these tests are described in the studies (SSR, DSR) to



verify these prescriptions and build-up the performance report and could be completed by the following, (the service provider may propose a variant in his bid):

- Tests on aggregates (granulometry, sand equivalent test, Los Angeles and Micro Deval tests, tests of cleanliness, crushing, shape, adhesiveness, dosage in organic matter);
- Tests on hydraulic concretes (water content of aggregates, specific gravity of aggregates, fresh concrete analysis, workability tests, compression and tensile tests on specimens);
- Implementation tests and other tests generally planned with regard to the nature of the works;
- planning for the contractor's laboratory to comply with the guidelines on the control of the execution and implementation of materials;
- The exploitation of the results of the various tests to identify the decisions to be made;
- To carry out the general inspections of the works, the site visits will take place regularly as indicated above, and unexpectedly if necessary;
- The preparation of technical decisions to be taken by the Central or Local Coordination Unit in view of the progress of the work, difficulties encountered and unforeseeable events.

#### **2.2.5. Control of the environmental and social capacities (measures)**

This audit will cover the provisions of the ESMP relating to the works, the World Bank's Environmental and Social Standards, the World Bank Group's Environmental, Health and Safety Guidelines, as well as the CCLS, including:

- the conditions for opening, operating and closing borrowings and quarries;
- base life installations;
- recruitment and working conditions and personal protective equipment for workers, and in general occupational health and safety conditions for women and men;
- Employment and working conditions;
- Health and safety of populations;
- Rational use of resources and pollution prevention and management;
- temporary signage and, more generally, safety on construction sites

#### **2.2.6. Verification of situations of bills and proposal to the Delegated Contracting Authority for payment**

This service involves the preparation and establishment of regulatory expenditure documents such as:

- Site construction attachments (advance, supply, ended works or not, etc.);
- financial attachments (suspended interests, penalties, revision of the prices, etc.), the itemized invoices in accordance with the SCC or the GCC, based on the projects of account in invoices handed by the Contractor;



- The establishment of the final bill and the general and final bill according to the same process (and the same deadline) based on the final draft bill statement prepared by the contractor.

Consultant will ensure that this final bill is presented in the same functional form as the estimated detail. He will draw up the statement of the balances from the final bill and the last monthly bills corresponding thereto.

He will study the new prices requested, the verification of the sub-details of the Contractor prices, the preparation of the documents relating to the guarantee and the contract pledge about the releases or other formalities and will submit them to the Contract Engineer.

### **2.2.7. Monitoring report**

Consultant shall establish and give back every month, at most 7 days after the past month in 5 hard copies and a soft copy, a monitoring report containing:

- As reminder, a brief presentation of the project;
- The administrative situation of Contracts been thought of as the works and the control, the statement of the orders of service, disputes;
- The real and projected chronograms (compared by the works, the percentages of progress by tasks, the projections for the remaining works);
- The material and human means mobilized by the Contractor and by the Consultant;
- A description of the executed works, the met incidents, the taken corrective actions, the modifications brought to the project;
- A specific chapter on the monitoring of the mitigation measures of the environmental and social impacts, describing in detail for each of the measures recommended by the ESMP and the RAP, the level of implementation, the met difficulties, the space possible as well as the measures taken to remedy it;
- Studies carried out by the Consultant;
- Comments on the test results(profits) of laboratory and on the quality of the works;
- The services (performances) of the Consultant;
- The forecasts updated budget of the project (works and monitoring), compared with the initial budget, and the explanation of the difference, both for the Contract of works as for that of the Monitoring ;
- The situation of the demands of payment of the contracting parties, the situation of the regulations;
- The performance indicators of the project over the considered period: number of men - days of created jobs, accumulation of income paid to the workers, counts of local contractor mobilized, shelf space of roads, drains, gutters, pedestrian ways and other fitted out/rehabilitate equipment;



- Commented photos describing state of realized works and presenting the state of works before, during and after works.
- The security situations of the period.

In thirty days following the general provisional acceptance of the works, Consultant will establish a general final report of execution of the Contract of works and the monitoring services, starting again *mutatis mutandis* the columns planned for monthly reports.

The Consultant should also establish a video report of the work from the beginning to the with interviews of some town manager and population concerned (residents of roads and drains, beneficiaries of catchment basins, traders and promoters of shows or sports for the multipurpose space, local and neighbourhood authorities, representatives of civil society, etc.).

As regards the environmental and social component (sector), the final report will be an environmental, social and economic balance sheet concerning the degree of implementation of all the measures planned by the EESMP. The possible statements deficits will be highlighted and clearly justified. **The report relating thereto will be the object of a separate volume, given that it must be transmitted to the Ministry in charge of Environment and the financial partner.**

### **2.3. Project Owner Assistant for Reception Operations (POARO)**

**Partial Acceptance may be obtained for each work in one of the sections concerned by the works.**

#### **2.3.1. Regulation of the completion of the works**

Consultant oversees estimating in a specific way the forecasts of completion of the works. He regularly must inform the Project Manager of the evolution of the construction site in his final Component.

He has to exercise a constant frame of the Contractor to have a clear vision of the constraints of this one towards the respect for the schedules.

#### **2.3.2. Organization of the operations of reception**

Consultant organizes the operations of official acceptance of work, supplies and services, including the provisional and partial acceptances. He informs enough early in advance the various concerned people. He assures the connections with the other concerned bodies (dealers of networks etc.).

He drafts minutes of site meetings and make sure that all those present should sign.

The operations of reception will cover not only the provisional acceptance, but also missions (at least four missions lasting less than 5 person-days per mission) the year later to follow-up the guarantee period and to participate in the final reception.

#### **2.3.3. Management of the exercise of guarantees by the Contractor and lifting of reserves**

The Project Manager must assure the follow-up of reserves made during the process of reception, until they are corrected.



He oversees the examination of the problems either indicated by the reception commission or observed later and must establish a detailed report specifying the nature and the origins of these problems, and formulating proposals as for their treatment.

A preliminary visit at the final reception will be organized to leave enough time to the Contractor to correct the possible disorders being of the guarantee (at least 2 months before the end of the warranty period).

#### **2.3.4. Elaboration of the files of the works executed**

Consultant establishes the detailed list of documents establishing the works executed files (WEF). It is up to him to collect and to verify documents above supplied after execution by the contractor (the overall plans and of detail corresponding to the execution). He must submit for approval competent administrations, after visa of the President of the Northwest Regional Assembly, as built drawings. The Consultant will put back, after check, documents above (in six copies in paper format among which one on copy and two in digital version) in the project manager As well as the notes of functioning and interview (maintenance) accompanied with the instructions of operation of the works.

#### **2.4. Environmental and Social Management (Socio-economic Management, ESIA, ESMP, RAP, Environmental and Social Monitoring Report)**

Due to the construction of a complete project, impacts of strong importance generated on the environment and displacements of populations by certain projects, he/she will integrate the team of the consultant, some personnel with skills in Environmental, economic and social engineering which has the habit of carrying out environmental and social evaluations according to the world bank and foreign investors standards and also socio-economics studies.

The objective is that this mission, should in the beginning not only for the upstream for the management and communication of the projects but also for the evaluation and the mastery of the potential impacts generated. This is to prevent serious damage to the environment, disputes of the populations concerned and study the compensations to be provided for all the expropriations that would be necessary, the environmental measures that can be adopted to mitigate or improve the impacts. This work would allow the subsequent definition of principles and provisions to ensure the integration of environmental and social dimensions in the implementation of the Program.

Due to the positive economic impacts expected and the need to avoid excessive maintenance costs of the equipment installed, but also to ensure the greatest durability, the completed projects will have to be studied according to the global investment - operations cost method. As a result, a socio-economist will be mobilized in the team of the Project Manager to guide the technical choices towards rationalized, economical and sustainable solutions. The Socio-Economist and the Environmental Engineer will constitute the Socio-Economic and Environmental Project Management Team (SEEPMT). This implies that the ESIA part of the study required by the regulations will be only part of the tasks of the SEEPMT.



The Social, Economic and Environmental Project Manager (SEEPM) has for mission to accompany the control of technical work, to arrive at a better appropriation of the projects by the actors, assure the sustainability of infrastructures realized (management, and , maintenance) and to carry advice and assistance to the municipalities for operations of displacement and reinstallation of populations impacted by the projects.

The Social, Economic and Environmental Project Manager (SEEPM) will work in close collaboration with the social mediator of the local Coordination unit. The social mediator will be in charge, among others, of the support of the campaigns of dialogue and of the management of the conflicts.

These activities will be divided two stages:

Project steps	Deliverables
1. Work Execution	Implementation Reports of ESMP and RAP: <ul style="list-style-type: none"> <li>• Environmental and social monitoring</li> <li>• Follow-up of displacement and resettlement of affected people</li> <li>• HIMO/HIHL Works</li> </ul>
2. After reception of Works	Social & Socio-economic Support and final report

The intervention of the SEEPMT will be done on-site in the municipalities concerned by validated missions according to a chronogram defined in consultation with the project owner and corresponding key stages of the implementation of the project.

Exceptional missions can also, if necessary be programmed at the request of the President of the Northwest Regional Assembly. It could also be asked to lead exchanges and dialogue, in connection with the municipalities, through the preparation, the organization and the holding of meetings relative to the implementation of infrastructures particularly in the socio-economic studies phase that will determine development options for commercial facilities.

#### **2.4.1. Stage 1: During the execution of the works**

- > Ensure the monitoring and follow-up of the implementation of the environmental measures contained in the ESMP and the RAP: the mission will produce in collaboration with the social mediator of the local Project owner, reports of environmental and social monitoring monthly and half-yearly presenting the essential follow-up and monitoring activities carried out;
- > Select residents to be recruited for the works (HIMO approach) and ensure the control of works executed under the HIHL approach.
- > Support the communes in informing and sensitizing the activists for a good ownership of the project;
- > Advise the municipalities in choosing the most appropriate management method and support them in the implementation of their choice (drawing up agreements or other contractual documents);



- > Facilitate the participation of representatives of people affected at various site or other meetings as well as work receptions to better consider the concerns of stakeholders in compliance with technical standards in this area;

Facilitate the concerted choice of the management mode of the infrastructure between the municipalities and the initiative committee and make them aware of the implications of the proposed management methods.

#### **2.4.2. Stage 2: after the reception of the different structures of the project**

After the implementation of the infrastructure, and during the guarantee period, the SEEPMT will elaborate a Socio-economic Follow-up Plan in order to:

- > Assist the municipalities in the recovery of rights holders based on previously validated census records;
- > Follow up of ESMP and RAP
- > Put in place the structures defined and charged with the commissioning of the infrastructure and ensure its proper functioning through sound management, operation, maintenance and on-going maintenance; The Consultant should assist this structure during the warranty period.
- > Hold an operational planning workshop for the development of activity programs, maintenance plans, cash flow plans, etc. This exercise will be done with the members of the committees set up,
- > Elaborate a plan for monitoring the activities of the management and maintenance committees by the social operator.
- > This activity shall be subject to a Socio-Economic Follow-up Report (SEFR) to be submitted during the final reception.

#### **2.5. Security Plan**

The Consultant shall demonstrate the attention he pays to the protection of his collaborators on study and work missions in the country. It will thus have to identify the risks and, in the light of this analysis, define the means of prevention and protection, integrating means that can be organisational, technical or human. These elements should be described in a methodology that should address and define for each of the headings below:

- Security analysis and threats
- General safety organization
- Specific security measures planned
- Safety Organization
- Pre-departure information, awareness and training
- Event management

See the draft terms of reference in Annex 1



### 3. DURATION OF JOBBING ORDER – PLANNING OF SUBMISSION OF REPORTS

The complete duration of the services is as stated in the table below

LOTS	PROJECT	DURATION (MONTHS)
1	control and supervision of the construction Works of the Regional Delegation of Public Service and Administrative Reforms (MINFOPRA) for the North West Bamenda 1 (Phase 1)	07

( with .....for guarantee period) not included is the time required for the examination and the approval of the documents submitted.

Reports will be produced and deposit according to this calendar:

Notification of the starting order	To
Start-up report	T1= To + 1      T1= To + 1
Monthly Report	By the 07th of the every month
Special report	At the latest 7 days after the occurrence of an event or request of the Local Coordination Unit
Final report	No later than 30 days after the end of the work
Final Social and Socio-economic Follow-up Report	At most 30 days after Final Reception

These reports will be produced and submitted in six (06) hard copies and two (02) digital copies. The reports will be transmitted simultaneously to the local cell 'LCU' (04 hard copies + 01 digital) and to the central cell 'CCU' (02 hard copies + 01 digital).

### 4. PROFILE OF THE CONSULTANT AND THE KEY EXPERTS TO MOBILIZE

The profiles of the experts to be mobilized for the execution of the services are presented below. In order to ensure its contractual obligations, the co-contractor will set up a team, composed as follows:

#### ❖ Key Experts

- A mission head: Architectural Engineer having at least 10) years' work experience;
- An assistant mission head: Civil Engineer having not less than five (05) years' work experience;
- Geotechnical engineer: Civil Engineer having not less than five (05) years' work experience;



- Environmentalist engineer: Environmentalist having not less than five (05) years' work experience;
- 01 Electrical technician: at least Senior Electrical Technician having at least five (03) years' work experience
- 01 Plumbing technician: at least Senior Plumbing Technician having at least five (03) years' work experience
- Support staff (driver, secretary, surveyor, laboratory technician, etc...)

The geotechnical services will be assured by an approved consulting firm which will be specified in the submission, and any later change will be subjected to approval of the Client.

NB:

- All civil engineers and architects must be registered with their respective National orders, otherwise CVs and diplomas will not be considered.
- All references presented in the CVs must justify with contracts (first page and last) proving that the experts had really execute the contract.
- The CVs of non-key experts shall be presented in the startup report.

## **5. ORGANISATION AND RESPONSIBILITIES FOR THE MISSION**

### **5.1. Replacement of the consultant's staff**

The consultant is required to put in place the personnel proposed in his submission. Equivalent staff will be replaced under the following conditions:

#### **5.1.1. Replacement for personal convenience**

If the Consultant wishes to replace a key staff, he may do so only in accordance with the following schedule:

- Information in writing to the project owner with presentation of the replacement at least one (01) month before the changeover.
- The new expert must have qualifications and experience at least equivalent to those of the replaced staff.

#### **5.1.2. Replacement in cases of force majeure**

In the event of accident or serious illness which would prevent the expert from carrying out the tasks entrusted to him, as well as in the event of the expert resigns.

The Consultant shall submit a replacement within one (1) month, with the approval of the Administration

The replacement shall be present within eight (08) days following the notification the administration. Travel expenses resulting from the replacement of an agent for cases of force majeure are the responsibility of the consultant.



### **5.1.3. Replacement at the request of the Administration for serious misconduct**

If the Administration requests the replacement of an expert due to gross incompetence or serious misconduct, the consultant shall replace the expert in accordance with the procedure defined in point (6.1.1).

### **5.2. Approval of expert**

The approval of new staff shall only become final after a period of three (03) months from the date of their entry into service. After this period, the final approval shall be deemed to have been given if the administration has not modified its position in writing.

### **5.3. Facilities and responsibilities of the Consultant**

The consultant has to, from notification of the service order, indicating to the Central and local Coordination Unit an address (position, and phone number) which permits to contact him as and whenever necessary and he will have to, within one month after this service order, indicate an address in the contracting Authority. He will take all the measures which are imperative for the supply of the average human beings, material, technical and technological necessary for the success of its mission.

### **5.4. Equipment's and Materials to be mobilise for this mission**

#### **5.4.1. The list of computer minimum equipment: GROUP I**

- One (1) Pentium 4 desktop computers or equivalent.
- Three (3) laptops.
- Various printers and peripherals (laser and inkjet);
- Word processing, spreadsheet, micro track, Autocad or equivalent software.
- A photocopier (for the mission in general);
- A scanner.

#### **5.4.2. The list of logistical means with proof of possession: GROUP II**

- Two air-conditioned 4x4 pickup vehicles (Owned or hired)

#### **5.4.3. The minimum list of geotechnical equipment specific to the applicant or its subcontractor: GROUP III**

- 01 light dynamic penetrometer (Owned or hired)
- 02 ladies PROCTOR (Owned or hired)
- 01 Abrams cones (Owned or hired)
- 01 concrete press (Owned or hired)
- 01 electric ovens (Owned or hired)
- 01 sclerometers (Owned or hired)
- 01 CASSAGRANDE unit with accessories (Owned or hired)
- 03 CBR moulds with accessories (Owned or hired)



#### **5.4.4. List of Survey Equipment with Proof of Ownership : GROUP IV**

- 01 Complete Total Station TC1200 with tripods (Owned or hired)
- 01 Dumpy level with Tripods (Owned or hired)
- 01 Theodolite WILD T2 with Tripods (Owned or hired)
- 01 Distance meter DISTOMAT 2000 (Owned or hired)

All the expenses of mobilisation, maintenance and functioning of this equipment are on the Consultant, without responsibility of the Client.

In addition, the co-contractor will recruit and support:

- The support staff necessary for the proper functioning of the monitoring mission.
- The equipment necessary for the proper execution of the services, including additional geotechnical equipment.

#### **5.5. Consistence of the Start-up report**

Less than one month after notification of the Service Order to begin the services, the consultant shall produce a starting-up report to update his work program:

- Methodology,
- plan for the implementation of the main activities/tasks of the Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports
- Team Composition, Assignment, and Key Experts' inputs
- Security Plan
- List of equipment's and materials to be used

#### **5.6. Monitoring of services**

Monthly monitoring meetings will be set up by the contract manager in the city where the projects are being executed and bi-weekly monitoring meetings by the Contract Engineer. The presence of all experts is an obligation.

#### **5.7. Quarterly evaluation of the consultant services in conditional phase**

In the follow-up phase of the work, an evaluation of the consultant's services will be carried out on a quarterly basis. This evaluation conducted by the Monitoring and Technical Acceptance Commission (MTAC) will be based on the quarterly report of the Consultant's activities.

At the end of each monitoring and acceptance session, minutes are drawn up containing any recommendations to the consultant and possibly to the project team generally.

#### **5.1. Framework schedule of unit prices**

#### **Article 1 : General Provision**



The Consultant is deemed to have perfect knowledge of all the constraints on the performance of the services as well as the local conditions likely to influence this execution and its cost.

He will not be able to present a claim, except in the conditions envisaged by the present contract.

The services performed by the bidder will be remunerated by applying the price of the list to the quantities actually executed and evaluated according to the clauses of the contract.

List prices include all labor costs, supply, rental, depreciation, operation and maintenance of equipment, personnel transportation costs, allowances, premiums, insurance and social charges for various expenses. personal, the right to leave, management and management fees, profits and contingencies, the cost of transporting the equipment, various taxes and duties excluding VAT and all subjections.

Prices are given in words and numbers. The tenderer will endeavor to verify the correspondence of the unit prices in letters and figures. In the event of a discrepancy, only the price in letters will be retained for the verification of the estimated detail and the overall amount of the offer.

The Bidder will not be able to oppose its good faith in order to avoid its commitment if the global amounts of its bid were to be modified after verifying the compliance of the unit prices in figures or the calculation of the estimated detail.

The price of the list will be established from a sub-detail of the prices to be provided by the bidder.

## **Article 2: Definition and consistency of prices**

The price of the bill will be given excluding VAT, the costs including all taxes to be indicated at the end of the Bill of quantites.



**DOCUMENT No 6**  
**BILL OF QUANTITIES AND COST ESTIMATES**



QUANTITIES AND COST ESTIMATES FOR THE CONTROL AND SUPERVISION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS (MINFOPRA) FOR THE NORTH WEST BAMENDA 1 BY EMERGENCY PROCEDURE (Phase 1)

N°	Designation	Unit	QTY	U.P	TP (F CFA)
<b>100</b>	<b>Staff Rémunération</b>				
	<b>Key Expert</b>				
101	A mission head: Architectural	MM	07		
102	Assistant project Manager, Civil engineer	MM	07		
103	Geotechnical Engineer	MM	07		
104	Environnementaliste or QHSE	MM	07		
105	Electrician	MM	4		
106	Civil Engineering technician	MM	07		
107	Plumbing technician	MM	4		
108	Laboratory technician	MM	4		
110	Secretary	MM	07		
111	Driver	MM	07		
	<b>Sub-total 100: Remuneration</b>				
<b>200</b>	<b>Other Expenditures</b>				
201	General operation of the company	Month	07		
	<b>Sub-total 200: Other Expenditures</b>				
<b>300</b>	<b>Monitoring of the Worksite during the Warranty Period.</b>				
301	Quarterly visit	visits	02		
	<b>Sub-total 300: Monitoring of the Worksite during the Warranty Period.</b>				
	<b>Total Price of the Financial Offer excluding VAT (E.VAT):</b>				
	{Should reflect the amount in Form FIN-1}				
<b>500</b>	<b>INDIRECT TAXES</b> To examine and analyze when negotiating the contact (if awarded)				
501	Value Added Tax (VAT = 19,25% E.VAT)				
502	Local Income Tax for local resident / activity (LIT=2,2% or 5.5% E.VAT)				
	<b>Total estimated indirect taxes in the country of the Client:</b>				
	{ Should reflect the amount in Form FIN-1}				
	<b>TOTAL Including VAT (I.VAT= E.VAT+VAT) :</b>				
	<b>NET AMOUNT TO BE PAID, No taxes Included (NAP=E.VAT-LIT-FIT) :</b>				



**UNIT PRICE SCHEDULE FOR THE CONTROL AND SUPERVISION OF THE CONSTRUCTION WORKS OF  
THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS (MINFOPRA) FOR  
THE NORTH WEST BAMENDA 1 BY EMERGENCY PROCEDURE (Phase 1)**

N°	Designation	Unit	QTY	U.P in figures	U.P in words
<b>100</b>	<b>Staff Rémunération</b>				
	<b>Key Expert</b>				
101	A mission head: Architectural	MM	<b>07</b>		
102	Assistant project Manager, Civil engineer	MM	<b>07</b>		
103	Geotechnical Engineer	MM	<b>07</b>		
104	Environnementaliste or QHSE	MM	<b>07</b>		
105	Electrician	MM	<b>4</b>		
106	Civil Engineering technician	MM	<b>07</b>		
107	Plumbing technician	MM	<b>4</b>		
108	Laboratory technician	MM	<b>4</b>		
110	Secretary	MM	<b>07</b>		
111	Driver	MM	<b>07</b>		
	<b>Sub-total 100: Remuneration</b>				
<b>200</b>	<b>Other Expenditures</b>				
201	General operation of the company	Month	<b>07</b>		
	<b>Sub-total 200: Other Expenditures</b>				
<b>300</b>	<b>Monitoring of the Worksite during the Warranty Period.</b>				
301	Quarterly visit	visits	<b>02</b>		
	<b>Sub-total 300: Monitoring of the Worksite during the Warranty Period.</b>				
	<b>Total Price of the Financial Offer excluding VAT (E.VAT):</b> {Should reflect the amount in Form FIN-1}				
<b>500</b>	<b>INDIRECT TAXES</b> To examine and analyze when negotiating the contact (if awarded)				
501	Value Added Tax (VAT =19,25% E.VAT)				
502	Local Income Tax for local resident / activity (LIT=2,2% E.VAT)				
	<b>Total estimated indirect taxes in the country of the Client:</b> { Should reflect the amount in Form FIN-1 }				
	<b>TOTAL Including VAT (I.VAT= E.VAT+VAT) :</b>				
	<b>NET AMOUNT TO BE PAID, No taxes Included (NAP=E.VAT-LIT-FIT) :</b>				



**DOCUMENT No 7**  
**TECHNICAL BID MODEL TABLES**



4A. Letter of submission of technical bid

4B. Candidate's references

4C. Candidate's observations and suggestions on the Terms of Reference and on the data, services and installations to be furnished by the Delegated Contracting Authority.

4D. Description of the proposed methodology and work plan to accomplish the mission

4E. Composition of the team and responsibilities of its members

4F. Model curriculum vitae (CV) of the proposed specialised personnel

4G. Calendar of the specialised personnel

4H. Calendar of activities (work programme).



#### 4A. LETTER OF SUBMISSION OF TECHNICAL PROPOSAL

[Place, date]

To: [Name and address of Delegated Contracting Authority]

Sir/Madam,

We, the undersigned, [specify] are pleased, in accordance with Tender File No. \_\_\_\_ of \_\_\_\_ relating to \_\_\_\_ to submit our Technical bid, [subject of the Tender File].

In the case where our bid meets your expectations, we are fully at your disposal on the basis of the personnel proposed to commence negotiations for the best conduct of the project.

Also, we take the firm commitment for the scrupulous respect of the content of the said technical proposal, subject to the possible modifications which may result from the negotiation of the contract.

Yours faithfully,

Signature of empowered official:

Name and title of signatory:

Name of candidate: Address:



## 4B. Candidate's reference

Services rendered during the last *[indicate the number between 1 and 5]* years which best illustrate your qualifications.

Using the form below, indicate the information requested for each relevant mission which your enterprise/body has obtained through a contract, either as a single enterprise or as a major member of a group of companies.

Name of mission:		Country:
Place:		Specialised personnel supplied by your enterprise/body (profiles):
Name of client:		Number of employees who took part in the mission:
Address:		Number of months of mission:
Deadline:		Duration of mission:
Start date: <i>Month/year</i>	Completion date: <i>Month/year</i>	Approximate value of services (in CFA F exclusive of taxes)
Name of possible associates/partners		Number of months of specialist work furnished by associates:
Name and function of officials (Director/Coordinator of Project, Team Leader)		
Description of project:		
Description of services rendered by your personnel:		

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

*Submit supporting documents*



**4C. Observations and suggestions from consultant on the Terms of Reference and data, services and installations to be furnished by Delegated Contracting Authority**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.



#### **4D. Description of the methodology and work plan proposed to accomplish the mission**



#### 4E. Composition of the team and responsibilities of its members

##### 1. Technical/management personnel

Name	Position	Tasks

##### 2. Support staff (head office and local)

Name	Position	Tasks



#### 4F. Model Curriculum vitae (CV) of the proposed specialised personnel

Position: .....

Name of candidate: .....

Name of employee: .....

Profession: .....

Diplomas: .....

Date of birth: .....

Number of years of employment by candidate: ..... 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 a quarter 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 an attestation from the professional corporation
- 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 position. For each position; indicate the dates, name of employer, title of position occupied and place of work. For the last ten years, specify in addition the type of activity performed and where need be, the names of clients likely to furnish references].*

.....



**Knowledge of information technology:**

*[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]*

Name of employee: .....

Name of empowered representative: .....



### 4G. Calendar of specialised personnel

Name	Position	Reports to be furnished/activities	Months (in the form of bar diagrammes)												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: \_\_\_\_\_  
(Authorised representative)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

#### 4H. Calendar of activities (work schedule)

##### A. Specify nature of activity

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

##### B Completion and submission of reports

Reports	Date
1. Preliminary report	
2. Progress report a. First progress report b. Second progress report	
3. Draft final report	
4. Final report	



**Document No. 8:**  
**Financial bids Model tables**

## Summary of model tables

- 5. A Letter of submission of financial proposal *for contracts paid in lump sum*
- 5 B Summary statement of costs
- 5 C Distribution of costs by activity
- 5 D Unit cost of key personnel
- 5 E Unit cost of execution personnel
- 5 F Distribution of remuneration by activity
- 5 G Reimbursable costs by activity
- 5 H Sundry costs for contracts payable by unit prices  
For contracts payable by unit prices
- 5 I framework of schedule of unit prices
- 5 J Framework of detailed estimates
- 5 K Framework of sub-details of unit prices
  - 1. Elementary unit prices (cf. 5.D; 5.E; ...etc);
  - 2. Breakdown of unit prices;
  - 3. Reimbursable cost, where need be.



## 5.A Letter of submission of financial offer

[Place, date]

To: [Name and address of Delegated Contracting Authority]

Sir/Madam,

We, the undersigned, have the honour to propose our services to you, as service provider for [title of services] in accordance with you Consultation document No. [to be indicated] of [indicate date] and our bid (our technical and financial bids).

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

Our financial bid has force of obligation to us, subject to modifications resulting from negotiation of the contract up to the deadline of validity of the bid, that is, up till [date].

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

Yours sincerely,

Signature of empowered representative: Name and title of signatory

Name of candidate: Address

### 5. B. Summary statement of costs

Costs	Currency	Amount(s)
Sub-total		
Taxes, duties, dues and other fiscal costs		

### 5.C. Distribution of costs by activity

Activity No. _____	Activity No. _____	Description _____
Price components	Currency(ies)	Amount(s)
Remuneration		
Reimbursable costs		
Sundry costs		

### 5.D. Unit costs of key personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost



### 5.E. Unit cost of execution personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

### 5.F. Distribution of remuneration by activity

Activity No.: \_\_\_\_\_ Name: \_\_\_\_\_

Names	Position	Contribution	Exchange rate remuneration	Amount
Permanent personnel				
Local personnel				
External consultants				
Grand total				

### 5.G. Reimbursable costs by activity

Activity No. \_\_\_\_\_ Name: \_\_\_\_\_

No.	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 costs				
5.	Office/lodging/ rentals				

## 5.H. Sundry costs

Activity No. : \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit price	Total amount
1.	Cost of communication between _____ and _____ (telephone, fax, e-mail)				
2.	Preparation, reproduction of reports				
3.	Equipment: vehicles, computers, etc				
4.	Software				

## 5.I. Framework schedule of unit prices

No. Price	Designation of tasks and unit prices all in letters	Unit	Unit prices (in letters)	
			In figures (CFA F EVAT)	In letters



## 5.J. Framework of detailed estimates

No.Price	Designation	Unit	Quantity	Unit prices	Total price
				(CFA F EVAT)	(CFA F EVAT)

## 5.K. Framework schedule of sub details of unit prices

SUB- DETAIL OF UNIT PRICE					
DESIGNATION of the Price:					
No Price	Daily Output	Total quantity		Unit	Duration (days)
	Category	Number	Daily salary	Days paid	Amount
<b>LABOUR</b>					
	<b>TOTAL A</b>				
<b>MACHINES OR EQUIPMENT</b>	TYPE	Quantity	Daily rate	Days paid	Amount
	<b>TOTAL B</b>				
<b>MATERIALS and Miscellaneous</b>	TYPE	Unit	Unit price	Consumption	Amount
	<b>TOTAL C</b>				
<b>D</b>	<b>TOTAL DRY PRICE A+B+C</b>				
<b>E</b>	Site expenses		%	D x %	
<b>F</b>	Running expenses		%	D x %	
<b>G</b>	<b>COST PRICE</b>			<b>D+ E + F</b>	
<b>H</b>	Risk + benefit		%	G %	
<b>P</b>	<b>SELLING PRICE WITHOUT TAXES</b>			G + H	
<b>V</b>	<b>UNIT SELLING PRICE WITHOUT TAXES</b>			P/QTE	



**Document No. 9:**  
**Model JOBBING ORDER**

REPUBLIQUE DU CAMEROUN  
PAIX - TRAVAIL - PATRIE

MINISTERE DE L'ADMINISTRATION TERRITORIALE

REGION DU NORD-OUEST

SERVICE DU GOUVERNEUR

REPUBLIC OF CAMEROON  
PEACE - WORK - FATHERLAND

MINISTRY OF TERRITORIAL ADMINISTRATION

NORTH-WEST REGION

GOVERNORS' OFFICE

JOBGING ORDER No...../JO/GOV-NW/RTB/2024 AWARDED AFTER OPEN NATIONA INVITATION TO TENDER BY EMERGENCY PROCEDURE No ...../ONIT/NWRTB/GOV-NWR OF ...../...../2024 THE RECRUITMENT OF A CONSULTING FIRM TO CARRY OUT THE CONTROL AND SUPERVISION OF CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS FOR THE NORTH WEST BAMENDA 1 (Phase 1)

HOLDER OF CONTRACT: *[indicate the holder and his full address]*

P.O. Box 0000 \_\_\_\_, Tel \_\_\_\_, Fax: \_\_\_\_

Business Registry No. \_\_\_\_ A issued at \_\_\_\_

Taxpayer's No. \_\_\_\_

SUBJECT OF CONTRACT: *[indicate the full subject of the supply]*

AMOUNT OF CONTRACT:

IAT	
EVAT	
VAT (19.25%)	
AIR (2.2% or 5.5%)	
Net to be paid	

DELIVERY DEADLINE: *[In days, weeks, months or years]*

FINANCING: *[Indicate source of financing]*

BUDGET HEAD: *[To be filled]*

SUBSCRIBED ON \_\_\_\_\_

SIGNED ON \_\_\_\_\_

NOTIFIED ON \_\_\_\_\_

REGISTERED ON \_\_\_\_\_



**BETWEEN:**

*[The Government of the Republic of Cameroon, represented by]* hereinafter referred to as **"the Delegated Contracting Authority"**,

On the one hand,

And:

Service provider) \_\_\_\_\_ **COMPANY**  
P.O. Box \_\_\_\_\_ at \_\_\_\_\_ Tel \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_

Taxpayer's No. \_\_\_\_\_

Represented by Mr./Mrs. \_\_\_\_\_ its General Manager  
Hereinafter referred to as **"THE SERVICE PROVIDER"**

On the other hand,

It has been agreed and settled as follows:

## Summary

Part I: Special Administrative Conditions (SAC)

Part II: Terms of Reference (ToR)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates (DE)



PAGE.... AND LAST PAGE OF JOBBING ORDER N<sup>o</sup>...../JO/GOV-NW/RTB/2024 AWARDED AFTER OPEN  
NATIONA INVITATION TO TENDER BY EMERGENCY PROCEDURE N<sup>o</sup> ...../ONIT/NWRTB/GOV-NWR OF  
\_\_\_\_\_/\_\_\_\_\_/2024 THE RECRUITMENT OF A CONSULTING FIRM TO CARRY OUT THE CONTROL AND  
SUPERVISION OF CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND  
ADMINISTRATIVE REFORMS FOR THE NORTH WEST BAMENDA 1 (Phase 1)

HOLDER:

TIME-LIMIT:

<p style="text-align: center;"><b>Read and accepted by the service provider</b></p> <p>(place of signature)_____ (date)</p>
<p style="text-align: center;"><b>Signature of Delegated Contracting Authority</b></p> <p>(place of signature)_____ (date)</p>
<p style="text-align: center;"><b>Registration</b></p>

**Document No.10:**  
**Model documents to be used by bidders**



## Table of model documents

Annex No. 1: Declaration of intention to bid.

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 1: Declaration of intention to bid

I, \_\_\_\_\_ the  
undersigned, \_\_\_\_\_ Nationality: \_\_\_\_\_  
omicile: \_\_\_\_\_ Function: \_\_\_\_\_  
D

By virtue of my powers as *[indicate the capacity]* having taken cognisance of the  
National Invitation to Tender by Emergency No. *[indicate the type of service]*.

Hereby declare the intention to bid for this invitation to tender.

Done at \_\_\_\_\_ , on \_\_\_\_\_

Signature, name and stamp of bidder



## Annex No. 2: Model bid bond

To (indicate the Delegated Contracting Authority and his address) "Delegated Contracting Authority

Whereas the Service provider \_\_\_\_\_ hereinafter referred to as the "bidder" has submitted his bid on \_\_\_\_\_ for [recall the subject of the Consultation document], hereinafter referred to as "the bid".

We [name and address of the bank], with head office at [bank's address] hereinafter referred to as "the bank" hereby declare to guarantee payment to the Delegated Contracting Authority of the full amount of [indicate the amount] CFA francs, binding itself, its successors and assignees.

Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_

The conditions of this commitment are as follows:

1. If the bidder retires his bid during the validity period specified by him in the tender file;
2. If the bidder, having been notified of the of the bid by [indicate Delegated Contracting Authority] during the validity period:
  - a. Fails or refuses to sign the contract, even though required to do so;
  - b. Fails or refuses to furnish the performance bond for the contract as provided for by the contract;

We commit ourselves to pay to [indicate Delegated Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the first written request, without [the Delegated Contracting Authority] having to justify his request, given, however, that in his request the Delegated Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by [indicate Delegated Contracting Authority] to cause it to take effect should reach the bank before the end of this validity period.

### Annex No. 3: Model final bond

Bank:

Reference of the bond: No \_\_\_\_\_

Addressed to *[Indicate the Delegated Contracting Authority and his address]* Cameroon, hereinafter referred to as the "Delegated Contracting Authority"

Whereas \_\_\_\_\_ *[name and address of Supplier]*, hereafter referred to as "the service provider", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the services]*.

Whereas it is stated in the contract that the service provider shall entrust to the Delegated Contracting Authority a final bond of an amount equal to *[indicate the percentage 2 %]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to give the service provider this guarantee,

We, \_\_\_\_\_ *[name and address of bank]*  
represented by \_\_\_\_\_ *[name of signatories]*,  
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any amount up to the sum of \_\_\_\_\_ *[in figures and words]*.

We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.

This final bond shall enter into force as soon as it is signed and as soon as the Delegated Contracting Authority notifies the service provider of the approval of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the services.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment formulated by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

*[Signature of the bank]*



#### Annex No. 4: Model of start-off advance bond

Bank: reference, address \_\_\_\_\_

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of \_\_\_\_\_ [the holder] to the benefit of the Project Owner [address of the Project Owner] (the beneficiary)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that \_\_\_\_\_ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. \_\_\_\_\_ of \_\_\_\_\_ relating to \_\_\_\_\_ works [indicate the subject of the services, the references of the Consultation document and the lot, if applicable] of the total sum corresponding to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. \_\_\_\_\_, payable upon notification of the corresponding Administrative Order that is, \_\_\_\_\_ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of \_\_\_\_\_ [the holder] opened in the \_\_\_\_\_ bank under No. \_\_\_\_\_.

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]

Annex No. 5: Model performance bond

Bank .....

Reference of guarantee: No. ....

To The Governor of North West Region, Delegated Contracting Authority

FINAL BOND FOR OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE NO. \_\_\_\_\_/ONIT/NWRTB/GOV-NWR OF \_\_\_\_\_/\_\_\_\_\_/2024 FOR THE RECRUITMENT OF A CONSULTING FIRM TO CARRY OUT THE CONTROL AND SUPERVISION AND CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS FOR THE NORTH WEST BAMENDA 1 (Phase 1)

We, ..... (Bank) have been informed that a jobbing order has been signed between The Governor of North West Region acting in the capacity of Delegated Contracting Authority, and ..... FOR THE CONTROL AND SUPERVISION AND CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND ADMINISTRATIVE REFORMS FOR THE NORTH WEST BAMENDA 1 (Phase 1) acting as contractor

In compliance with the provisions of Jobbing Order No. ...., the contractor is bound to present to the Regional Delegate, Delegated Contracting Authority, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the Jobbing Order, worth ..... percent of the amount of the Jobbing Order all taxes inclusive, i.e. CFA Francs

We, ..... (Bank) do hereby commit ourselves irrevocably and without arguing to pay to The Governor of North West Region, at his first written request, and within twenty four (24) weeks, the amount of this bond, that is to say, ..... all the amounts that the contractor may owe the Delegated Contracting Authority for failing to fulfil one or more of his obligations under the contract. The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request.

This bank guarantee shall take effect as from the date of notification of the Jobbing Order to the contractor. The original of this guarantee shall be kept at the Regional Delegation MINMAP/NW. The guarantee shall be released as from the date of provisional acceptance upon presentation of a release order. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at Bamenda; on .....

(Signatures) .....



**Annex No. 6: Model bank guarantee for the refund of the start-off advance**

Bank .....

Reference of guarantee: No. ....

To The Governor of North West Region, Delegated Contracting Authority

**GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE  
FOR THE RECRUITMENT OF A CONSULTING FIRM TO CARRY OUT THE CONTROL AND SUPERVISION  
AND CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF PUBLIC SERVICE AND  
ADMINISTRATIVE REFORMS FOR THE NORTH WEST BAMENDA 1 (Phase 1)**

We..... (Bank) have been informed that a Jobbing Order has been signed between The Governor of North West Region acting in the capacity of Delegated Contracting Authority, and....., acting as contractor for the recruitment of a consulting firm to carry out the control works for the construction of workshops and upgrading of electricity supply at the Bamenda Regional handicraft village

In compliance with the provisions of Jobbing Order No....., the contractor is bound to present to The Governor of North West Region, Delegated Contracting Authority, a bank guarantee for the refund of the start-off advance paid to the contractor, worth .....

We, .....(Bank) do hereby commit ourselves irrevocably and without arguing to pay to The Governor of North West Region, at his first written request, and within eight (08) weeks, the amount of this bond, that is to say. ...., all the amounts that the contractor may owe the Delegated Contracting Authority for failing to fulfil one or more of his obligations under the Jobbing Order.

This bank guarantee shall take effect as from the date of notification of the Jobbing Order to the contractor. The original of this guarantee shall be kept at the Regional Delegation MINMAP /NW  
The guarantee shall be released upon refund of the total amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at ....., on .....

(Signature).....

## Annex No. 7: Model site visit report

I, the under signed Mr./Miss/ Mr.....

Engineer of .....company

Hereby make a sworn statement that I have visited the building site for the recruitment of a consulting firm to carry out the control works for the construction of workshops and upgrading of electricity supply at the Bamenda Regional handicraft village

..

Subject of the Open National Invitation to Tender by Emergency Procedure No..... of .....  
Following this visit the observations listed below were made:

### I – Technical observations:

### II- Demographic inventory:

Signature and name of the Engineer



**DOCUMENT NO. 11:**

**LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES  
AUTHORISED TO ISSUE BOND FOR PUBLIC CONTRACTS**

**Annex No. 8: list of banking establishments and financial bodies authorised to issue bonds for public contracts**

**Note relating to banking establishments and financial bodies authorized to issue bid bonds**

The Delegated Contracting Authority is bound to insert, at this level, a copy of the instrument by the Minister in charge of Finance giving the updated list of banking establishments approved by MINFI to issue bonds for public contracts in accordance with the Public Contracts Code.

- 1- Afrikland First Bank;
- 2- Banque Atlandtique;
- 3- Banque Gabonaise pour le Financement International (BGFI BANK);
- 4- Banque International du Cameroun pour l'Epargne ET le Credit;
- 5- CITI Bank;
- 6- Commercial Bank of Cameroon;
- 7- Ecobank;
- 8- Société Générale de Banque au Cameroun (SGBC) ;
- 9- National Financial Credit Bank (NFC Bank) ;
- 10- Société Camerounaise de Banque au Cameroun;
- 11- Standard Chartered Bank Cameroon;
- 12- United Bank for Africa (UBA) ;
- 13- Bank of Africa Cameroon (BOA Cameroon) ;
- 14- Banque Atlantique du Cameroun (BACM);
- 15- Crédit Communautaire D'Afrique (CCA bank;
- 16- Banque Camerounaise des petites et MOYEMMES Entreprises (BC- PME) ;

This list is available at ARMP.

**B- INSURANCE COMPANIES**

- 1- Chanas Assurances;
- 2- Activa Assurances



- 3- Zenithe Insurance
- 4- SAAR Assurances
- 5- Area Assurances
- 6- Alantique Assurances SA
- 7- Beneficial General Insurance
- 8- CPA SA.
- 9- NSIA Assurances
- 10- SAHAM
- 11- PRO ASSUR SA.

**N/B:** the list is not exhaustive and other first class banks and insurances authorised by the Ministry of Finance of the Republic of Cameroon are acceptable.