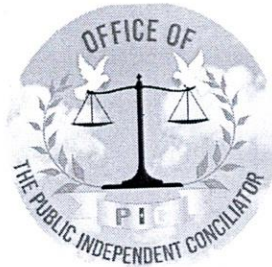


REPUBLIC OF
CAMEROON
Peace – Work – Fatherland

NORTH WEST REGION

OFFICE OF THE PUBLIC
INDEPENDENT
CONCILIATOR

CABINET



REPUBLIQUE DU
CAMEROUN
Paix – Travail – Patrie

REGION DU NORD OUEST

BUREAU DU PUBLIC
INDEPENDENT
CONCILIATOR

CABINET

PROJECT OWNER:

THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION

CONTRACTING AUTHORITY:

THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION

TENDERS BOARD:

INTERNAL TENDERS BOARD OF THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR,
NORTH-WEST REGION

OPEN NATIONAL INVITATION TO TENDER

**N°. 009/ONIT/OPIC/PIC/ITB/2024 OF 30 MAY 2024 FOR
THE PROVISION OF LEGAL CONSULTANCY TO THE
OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR,
NORTH-WEST REGION**

FINANCIAL YEAR 2024

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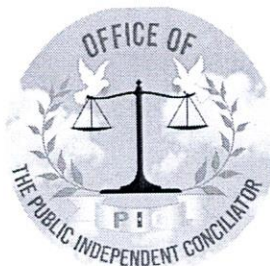
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Document No 1
Tender Notice



TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N°. 009/ONIT/OPIC/PIC/ITB/2024 OF 30 MAY 2024 FOR THE PROVISION OF LEGAL CONSULTANCY TO THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION

FUNDING: 2024 Budget of the Office of the Public Independent Conciliator, North-West Region

1. Subject of the Tender Notice:

Within the framework of the execution of the 2024 Budget of the Office of the Public Independent Conciliator of the North-West Region, the Public Independent Conciliator, Contracting Authority, hereby launches Open National Invitation to Tender N°. 009/ONIT/OPIC/PIC/ITB/2024 OF 30 MAY 2024 FOR THE PROVISION OF LEGAL CONSULTANCY TO THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION.

2. Nature of supplies;

The services of this contract comprise notably: The **PROVISION OF LEGAL CONSULTANCY TO THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION**. See details in the *Terms of Reference*.

3. Delivery period;

The delivery period provided by the Project Owner or Contracting Authority for the delivery of the Legal Consultancy forming the subject of this open national invitation to tender is three months.

4. Allotment

The project is in a single lot.

5. Estimated cost

The estimated cost after preliminary studies is 10,000,000 (Ten Million) FCFA all taxes inclusive.

6. Participation and origin

Participation in this open national invitation to tender is Open to all Enterprises of Cameroonian Nationality which are in compliance with the regulations in force.

7. Acquisition of tender file

The file may be acquired from the Office of the Public Independent Conciliator, North West Region upon presentation of a non-refundable public treasury receipt of Eighteen Thousand (18,000) FCFA bearing the name of the company.

8. Consultation of tender file:

The file may be consulted during working hours at the Office of the Public Independent Conciliator, North-West Region (Tel N° 672 27 17 11) as soon as this notice is published.

9. Submission of bids:

Each bid drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, should reach the Office of the Public Independent Conciliator not later than **Thursday, 27 June 2024 at 10:00 a.m.** and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER
N°. 009/ONIT/OPIC/PIC/ITB/2024 OF 30 MAY 2024 FOR THE PROVISION OF LEGAL CONSULTANCY TO
THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION

"To be opened only during the bid-opening session"

A witness financial file shall also be prepared in a sealed envelope marked as such and submitted along with the bids. The sealed copy of the witness financial bid shall be forwarded to the public contracts regulatory body for safe-keeping at the end of the opening of administrative and technical bids.

10. Bid bond

Each bidder must include in his/her administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 11 of the Tender File, of an amount of 200,000 (Two Hundred Thousand) FCFA all taxes inclusive, and valid for thirty (30) days beyond the date of validity of bids.

11. Admissibility of bids:

Subject to being rejected, documents in the administrative file must include only originals or true copies certified by the issuing service or competent administrative authorities in accordance with the Special Regulations of the invitation to tender. These documents must be less than three (3) months old or established after the signing of the tender notice.

Any bid not in conformity with the prescriptions of the Tender File shall be declared inadmissible. Especially, the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance or the non-respect of the models of the tender file documents shall lead to a pure and simple rejection of the bid.

Bids that do not respect the method of separating the financial offer from administrative and technical offers will be inadmissible.

12. 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 Administrative and Technical Bids shall be opened on **Thursday, 27 June 2024** at 11:00 AM in the conference hall of the Office of the Public Independent Conciliator of the North-West Region, by the Internal Tenders Board, in the presence of the bidders or their mandated representatives with full knowledge of the files if they so desire.

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 75%. The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed model submission.

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

13. Evaluation criteria

13.1 Eliminary criteria

These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. The non-respect of one of these criteria shall lead to the rejection of the bid by the bidder. They include notably:

- Absence of bid bond;
- False declaration or falsified document;
- Non-compliance with the Terms of Reference;
- Absence or non-conformity of an administrative document that cannot be regularized within 48 hours.
- Absence of quantified unit price.
- Non satisfaction of at least 75% of the essential criteria.

13.2 Essential criteria

The technical bids shall be graded following the essential criteria shown below:

a.	Presentation of the bid	05 points
b.	Understanding of the terms of reference, organization and methodology proposed	20 points
c.	General experience of the bidder for similar missions	05 points
d.	References of the consultant(s) in similar missions	15 points
e.	Qualification of the expert(s) and their experiences in the field of LEGAL CONSULTANCY	50 points
f.	Technical equipment to be used	05 points
	TOTAL	100 points

14 Award

The Contract shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the **best bidder** and technical quality, relative to article 99b of the Public Contracts Code.

15 Validity of offers

Bidders will remain committed to their offers for ninety (90) days from the deadline set for the submission of bids.

16 Complementary information

Complementary information may be obtained during working hours at the Office of the Public Independent Conciliator (Tel N° 672 27 17 11).

Bamenda, _____

THE PUBLIC INDEPENDENT CONCILIATOR OF THE NORTH-WEST REGION
(Contracting Authority)

Copies

- RD/MINMAP
- ARMP
- President ITB/PIC
- Notice Board
- Chrono

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

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General regulations of the invitation to tender

1. General

- 1.1 The 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 Contracting Authority is not bound to accept any of the bids which would have been submitted.
- 1.7 Service providers shall furnish objective, impartial and professional counsel; in all circumstances, they shall defend the interest of the Project Owner without consideration of an ulterior mission and scrupulously avoid any possibility of conflict of interest with other activities or with the interests of their enterprise. Service providers must not be engaged for missions which would be

incompatible with their present or past mission towards other Project Owners or which would risk making it impossible for them to execute their task to the best interest of the Project Owner.

1.7.1 Without prejudice to the general character of this rule, service providers shall not be bound by the circumstances stipulated hereunder:

a) No enterprise engaged by the Contracting Authority shall supply goods and services or provide services for a project, nor shall any enterprise affiliated to it be accepted to provide advisory services for the same project. Equally, no design office engaged to supply consultancy services in view of the preparation or execution of a project nor shall any enterprise affiliated to it, eventually be admitted to supply goods, provide services or execute services linked to its initial mission for the same project (unless it is a continuation of the same project).

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

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

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

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

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

- b) May reject an award proposal if it determines that the proposed winner is directly or through an agent, guilty of corruption was involved in fraudulent manoeuvres, collusion or coercive practices for the award of the contract.

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

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

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

2.1 Candidates have up to a date specified in the Special Regulations to request for clarifications on any of the documents of the Tender File. Any request for clarifications must be in writing and forwarded by mail, fax, or electronic mail to the address of the Contracting Authority with a copy to the Project Owner found in the Special Regulations. The Contracting Authority gives his response by mail, fax or electronic mail to all candidates 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 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 Contracting Authority.

2.4 The petition must be addressed to the Minister in charge of Public Contracts with a copy to the 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 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 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 (or signatories) 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 at the end of the evaluation of the technical bids". A witness financial file shall also be prepared in a sealed envelope marked as such and submitted along with the bids. The sealed copy of the witness financial bid shall be forwarded to the public contracts regulatory body for safe-keeping at the end of the opening of administrative and technical bids. Candidates should then put all the four (04) 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 Internal Tenders Board. The financial bid remains sealed and is handed over to the chairperson of the competent Tenders Board who keeps it until the session for the opening of financial bids.

5. Evaluation of proposals

General

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

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

Evaluation of technical bids

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

Opening and evaluation of financial bids

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

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

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

- 5.8 The Evaluation sub-committee shall determine if the financial bids are complete (that is, if all the elements of the corresponding technical proposal have been costed; shall correct any calculation error and shall convert the prices expressed in various currencies into the currency

mentioned in the Special Regulations. The official exchange rate used to this effect furnished by the Bank of Central African States (BEAC) shall be those in force on the deadline for the submission of bids. The evaluation is done without taking into account the dues, taxes and other taxes as defined in paragraph 3.7.

- 5.9 In case of quality-cost selection, the compliant lowest financial bid (fm) shall be awarded a financial score (sf) of 100 points. The financial scores (sf) of other bids shall be calculated as indicated in the Special Regulations. The bids are classified in relation to their combined technical scores (st) and financial scores (sf) after introduction of weights (T being the weight attributed to the technical bid and P the weight attributed to the financial bid; $T + P$ being equal to 100, as indicated in the Special Regulations. The candidate with the highest combined technical and financial score is then invited for negotiations.
- 5.10 In case of selection within the framework of a determined budget, the Evaluation sub-committee shall retain the consultant with the best technical bid within the limits of the budget ("evaluated price"). The bids above this budget shall be rejected. In case of least cost selection, the client or Contracting Authority shall retain the lowest bid ("evaluated price") among those which obtained the minimum required score. In the two cases, the selected consultant shall be invited for negotiations.

6. Negotiations

- 6.1 Negotiations may take place at the address indicated in the Special Regulations between the Contracting Authority and/or Project Owner and the candidate whose offer is retained, the objective being to reach an agreement on all the points and signing a contract.
- In no case shall there be concomitant negotiations with more than one candidate. These negotiations which must have nothing to do with the unit prices must culminate in minutes signed by the two parties.
- 6.2 Negotiations shall involve discussions on the technical proposal, the proposed methodology (work plan), personnel and any suggestion made by the candidate to improve on the Terms of Reference. The Contracting Authority and/or Project Owner the candidate shall then draw up the final Terms of Reference, the bar diagrams indicating the activities, the personnel used, and the time spent on the field and at the head office, time spent monthly on work, logistics and the regulations for writing reports. The work plan and the final Terms of Reference which were agreed upon are then integrated into the "Description of Services" which shall be part of the contract. Care should be taken to obtain as much as possible from the candidate within the limits of the budget and to clearly define the inputs which the project Owner must furnish to ensure the proper execution of the mission.
- 6.3 Financial negotiations especially shall aim at specifying (where need be) the candidate's tax obligations in the Republic of Cameroon and the manner in which these obligations are taken into account in the contract; they shall also integrate the agreed technical modifications into

the cost of services. Except under exceptional circumstances, financial negotiations shall have nothing to do either with the rate of remuneration of the personnel (no breakdown of rates) or on other unit rates, whatever the method of selection.

- 6.4 Having based its choice of a candidate, among other things, on an evaluation of the proposed specialised personnel, the Contracting Authority shall be expected to negotiate the contract on the basis of the experts whose names feature on the proposal. Prior to the negotiation of the contract, the Contracting Authority shall insist on the assurance that these experts are effectively available. The Contracting Authority shall not take into account the replacement of this personnel during negotiations, except if the two parties agree that this replacement was rendered unavoidable because a major delay in the selection process or that these replacements are indispensable in the realisation of the objectives of the mission. If this is not the case and if it is established that the candidate proposed a key person without being sure of his availability, the company may be disqualified.
- 6.5 The negotiations shall culminate in the examination of the draft contract. The candidate and the Contracting Authority shall conclude by initialling the agreed contract. If the negotiations fail, the Contracting Authority shall invite the candidate whose bid was placed second for negotiations.

7. Award of the contract

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

8. Publication of results of award and petitions

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

9. Confidentiality

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

10. Signing of the contract

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

11. Final Bond

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

Document No. 3:
Special Regulations of the Invitation to Tender

**SPECIAL REGULATIONS GOVERNING THE OPEN NATIONAL INVITATION TO TENDER DOCUMENT
(RPAO)**

Clauses of the Special Regulations

1.1 Definition of works:

The overall objectives to be achieved is: Provision of LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION

Name and address of Contracting Authority: The Public Independent Conciliator, North-West Region.

1.2 . Period for Execution:

The LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION shall be rendered within three (03) months.

1. Source of funding: This service shall be financed by the 2024 budget of the Office of the Public Independent Conciliator.

3. Main criteria for qualification of bidders

Participation to this invitation to tender shall be opened to enterprises that have experience and have rendered services in this domain, which is not bankrupt,

- a) who has not suspended all payments evidenced by a court ruling for reasons other than bankruptcy,
- b) who is 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 has not been convicted and sentenced for an offence affecting his professional morality,
- d) Who has not been guilty of false declarations in connection with the information required for his participation in an invitation to tender.

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

Eliminatory criteria

- Absence of bid bond;
- False declaration or falsified document;
- Non-compliance with the Terms of Reference;
- Absence or non-conformity of an administrative document that cannot be regularized after 48h
- Absence of quantified unit price;
- Non satisfaction of at least 75% of the essential criteria

Essential criteria

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

g.	Presentation of the bid	05 points
h.	Understanding of the terms of reference, organization and methodology proposed	20 points
i.	General experience of the bidder for similar missions	05 points
j.	References of the consultant(s) in similar missions	15 points
k.	Qualification of the expert(s) and their experiences in the field of LEGAL CONSULTANCY	50 points
l.	Technical equipment to be used	05 points
	TOTAL	100 points

- Only bidders who obtain a technical score of at least 75 points on 100 shall have their financial bids examined.
- Copies of the diplomas of essential personnel shall be certified by the competent authorities.

The Office of the Public Independent Conciliator's Internal Tenders Board shall declare any bid non-compliant if its administrative documents are found to be non-compliant or if it has scored a total mark below 75 points 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 **Office of the Public Independent Conciliator's** Internal Tenders Board 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 technical 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 Office of the Public Independent Conciliator Internal Tenders' Board. The Office of the Public Independent Conciliator Internal Tenders' Board 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 Contracting Authority.

3.3. Visit to the execution site and preparatory meeting:

The bidder is advised to visit and inspect the execution 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 works. The expenses relating to the visit shall be borne by the bidder.

The 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 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 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 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 copy of taxpayer's card (Carte du contribuable).
- (3) An Affidavit of non-bankruptcy issued by the competent court.
- (4) Business License (Patente) for the current financial year, showing the turnover of the company.
- (5) An attestation issued by the National Social Insurance Fund.
- (6) An attestation of Bank Account.
- (7) A bid bond for the tender (caution de soumission).
- (8) The Power of Attorney or "Authorization" where necessary.
- (9) Group Agreement where necessary.
- (10) A certificate of incorporation issued by the competent court.
- (11) A receipt showing amount paid to obtain the tender file issued by the Public Treasury.
- (12) The localization plan of the enterprise office.
- (13) 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.

(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 A6, A7, A8, A11, and A12 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 the legal consultancy.
- B.4 An analysis of the consultancy to be carried out, as well as the technique and method they intend to use.
- B.5 planning for the execution of the consultancy.
- B.6 References of the bidder, notably those relating to the works carried out and his experience in the type of consultancy which forms the purpose of this OPEN NATIONAL INVITATION TO TENDER Document. 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 on honour (*not applicable*)
- B.8 The capacity to pre-finance the studies with relevant proofs.
- B.9 The Special Administrative Conditions (CCAP) and the Special Technical Conditions (CCTP), 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.

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 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 two hundred thousand (200,000) 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:

Six (07) copies of which one original and five (06) copies of Administrative, Technical and Financial documents labelled as such. The witness financial file shall also be included.

8. Address of the Contracting Authority to which bids shall be forwarded:

The Public Independent Conciliator, North-West Region

9. Date and deadline for submission of bids: 27 June 2024 at 10.00 am local time.

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

Administrative and technical bids shall be opened in the Communication Pool hall of the Office of the Public Independent Conciliator on 27 June 2024 at 11:00 am prompt local time.

Evaluation and comparison of bids

11. Currency to be used for conversion into a single currency: the CFA Franc 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 LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC
INDEPENDENT CONCILIATOR, NORTH-WEST REGION.**

N°	Description	Marks (100pts)	Remark(s)
A	General presentation of bids	5pts	
1	Presence of all documents	1	
2	Properly bound	1	
3	Pages numbered	1	
4	Separators in colour apart from white	1	
5	Order prescribed respected	0.5	
6	Clearness of the documents	0.5	
Total			
B	Pre-financing	10pts	
1	100% personal financial means (bank statement)	10	
2	By personal or bank engagement to pre-finance	5	
Total			
C	Organization, methodology and planning of execution of works	20pts	
1	Attestation of site Visit	2	
2	Site Visit report with pictures	3	
3	Detailed technical note on the studies	5	
4	Other studies where necessary	3	
5	Manpower deployment schedule	2.5	
6	CCTP dully initialed on each page, signed and dated on the last page	1	
7	CCAP dully initialed on each page, signed and dated on the last page	1	
8	Acceptable planning of execution of works	7.5	
Total			
D	Human and material resources	50 pts	

1.	At least 10 years in legal practice	30pts	
	Possession of all legal documents relating to the mission	10pts	
	Proven knowledge and interest in Decentralisation	10pts	
Total			
E	References of the company in the domain of strategic planning:	15pts	
1	At least one (01) contract registered (1st and last pages & certified)	10	
2	At least one (01) reception PV corresponding to the attached contracts	5	
Grand Total		/100	

Sign

Chairman	Secretary	Member

Award of Jobbing Order

13. Within (20) days following notification of the Jobbing Order by the Contracting Authority, the contractor shall provide to the 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 Office of the Public Independent Conciliator 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 as stipulated under Article 41 of the CCAP.

Document No. 4:
Special Administrative Conditions (SAC)

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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 **LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION.**

Article 2: Jobbing order award procedure (GAC supplemented)

This Jobbing Order shall be awarded following OPEN NATIONAL INVITATION TO TENDER N°. 0098/ONIT/OPIC/PIC/ITB/2024 OF 30 MAY 2024 FOR THE PROVISION OF LEGAL CONSULTANCY TO THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION.

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

3.1 General definitions

- The Contracting Authority shall be **The Public Independent Conciliator**. He awards the contract, ensures the preservation of originals of said Jobbing Order documents and the transmission of copies to the 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 shall be The Public Independent Conciliator. He represents the beneficiary administration of the services.
- The Jobbing Order Manager shall be a Research Officer of the Office of the Public Independent Conciliator. He/she ensures respect of the administrative, technical and financial conditions and contractual obligations.
- The Jobbing Order Engineer shall a Research Officer of the Office of the Public Independent Conciliator. He shall be responsible for the technical monitoring of the contract.
- The service provider shall be

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 Public Independent Conciliator.
- The authority in charge of the clearance of expenditures shall be The Specialised Finance Controller of the Office of the Public Independent Conciliator, North-West Region.
- The body or official in charge of payment shall be The Accounting Officer of the Office of the Public Independent Conciliator, North-West Region.

- The official competent to furnish information within the context of execution of this Jobbing Order shall be the designated Research Officer, Office of the Public Independent Conciliator, North-West Region

Article 4: Language, applicable law and regulation

4.1 The language to be used in executing this jobbing order shall be *English*. However, a *French translation of the final outcome of the service shall be required*.

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. Framework Law No. 96/12 of 5th August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;

7. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
8. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
9. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
10. Circular No. 00000026/C/MINFI of 29 December 2023 on the instructions relating to the execution of finance laws, the monitoring and control of the execution of the budgets of the State and other public entities for the 2024 fiscal year;
11. Unified Technical Documents (DTU) for building works;
12. Applicable standards;
13. Other instruments specific to the domain concerned with the Contract.

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:
 - a. *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 Bamenda I Council, chief town of the Region in which the work was done;
 - b. *In the case where the Project Owner is the addressee:*
Sir, The Public Independent Conciliator with a copy addressed to the Contracting Authority, Jobbing Order Manager, and Jobbing Order Engineer, where need be, within the same deadline.
 - c. *In the case where the 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 shall be signed by the Contracting Authority [and notified to the service provider by the Jobbing Order Manager with a copy to the Jobbing Order Manager, Project Owner, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Jobbing Order Manager, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Jobbing Order Manager to the service provider with a copy to the Jobbing Order Engineer, the Project Manager 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 services shall be signed directly by Jobbing Order Manager and notified to the service provider by the Jobbing Order Engineer or Project Manager (where applicable).
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the service provider by the Jobbing Order Manager with a copy to the Contracting Authority, the Jobbing Order Engineer and Project Manager.
- 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 his services to the service provider with a copy to the Project Owner, Jobbing Order Manager, and Jobbing Order Engineer.
- 8.6 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.
- 8.7 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

Article 9: Contracts with conditional phases (GAC supplemented)

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 *[Not applicable]*.

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 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 Contracting Authority upon request by the service provider.

Performance bond

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

11.2 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 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 Contracting Authority *after receiving accounts drawn up by the Jobbing Order Engineer, signed by the 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;*
- *Seven copies of signed Statements of work done;*
- *Acceptance report signed by all the members of the acceptance committee;*
- *Progress Report signed by the Project Manager or the contract Engineer and bearing the visa of Contract Engineer;*
- *A letter of approval of contract (s) issued by members of the reception commission;*
- *Release of the retention guarantee signed by Mayor in case of final acceptance of work;*
- *Copy of the stamped duty agreement for the funding of the project;*
- *A certificate of non-exclusion from Public Contracts from ARMP;*
- *The contractor shall submit the insurance policies for damages of all sorts caused to third parties by his personnel, salaried in service, by the equipment used and due to works.*
- *A copy of the performance bond:*
- *A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:*
 - *a taxpayer's card.*
 - *a business licence;*
 - *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 of tender from the NSIF*

b. The 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 Price revision shall set and determined by formula

- 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)

To be defined

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

To be defined

Article 17: Advances (article 18 of the GAC)

- 17.1 The Project Owner shall grant a start-off advance 20 % of the amount of the Jobbing Order.
17.2 This advance whose 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 30th 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 (5th) 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 the Office of the Public Independent Conciliator and the Ministry in charge of Finance

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

- 100-2.2% paid directly into the account of the contractor;
- 2.2 % 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 12th 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 due in accordance with article 88 of Decree No. 2018/366 of 20th 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 ($1/2000^{\text{th}}$) of the initial Jobbing Order amount inclusive of all taxes per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- b. One thousandth ($1/1000^{\text{th}}$) of the initial amount of the Jobbing Order inclusive of all taxes per calendar day beyond the 30th 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 he 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 t.

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 Contracting Authority.

22.2 The Jobbing Order Manager draws up the general and final detailed accounts of the Jobbing Order which he has had signed jointly by the contractor and the 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 relates to the provision of LEGAL CONSULTANCY TO THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION. 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 service forming the subject of this Jobbing Order shall be **three (03) months** from the date of notification of service order to start work.

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

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 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 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 Contracting Authority.

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

28.6 During the execution of the Jobbing Order and for six (6) months after, the service provider as well as his associates and sub-contractors shall refrain from providing goods or services to the 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 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 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 Contracting Authority without staying its execution. However, if important modifications alter objective of the Jobbing Order or the

nature of the service, the 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 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 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 Contracting Authority, the Engineer and Paying Body.

The Monitoring and Acceptance Commission shall comprise the following members:

- | | |
|--|-----------|
| 1. The Public Independent Conciliator (Project Owner or Rep). | Chairman |
| 2. The Jobbing Order Manager or Rep. | Member |
| 3. Jobbing Order Engineer | Secretary |
| 4. The Stores Accountant at the Office of the Public Independent Conciliator | Member |
| 5. The Contractor or his representative | Observer |
| 6. Representative of MINMAP | Observer |

Members of the Commission shall be convened by mail for acceptance within a deadline which should not exceed fifteen (15) days before the date of acceptance, at least ten days before the date of acceptance.

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

Technical acceptance may be declared upon completion of the services.

Acceptance shall be carried out by a committee chaired by the Project Owner 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 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 Part III Paragraph IV of 6. Decree No.

2018/366 of 20th June 2018 to institute the Public Contracts Code 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.

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 Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

Document No. 5:
Terms of Reference
(ToR)

TERMS OF REFERENCE

FOR THE PROVISION OF LEGAL CONSULTANCY TO THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR OF THE NORTH-WEST REGION TO CONDUCT A STUDY ON THE LEGAL ENVIRONMENT OF THE ORGANISATION AND FUNCTIONING OF REGIONAL AND LOCAL AUTHORITIES IN THE NORTH-WEST AND SOUTH-WEST REGIONS, CAMEROON

I. CONTEXT

Law No. 96/06 of 18 January 1996, to amend the Constitution of 2 June 1972, establishes the unitary and decentralized form of the State of Cameroon and brought administration closer to the people through decentralized territorial units. Sections 55 to 62 of the Constitution particularly establish regional and local authorities which comprise regional and local councils. They are defined as public law corporate bodies endowed with administrative and financial autonomy in the management of regional and local interests. Their duties shall be to promote the economic, social, health, educational, cultural and sport development of the said authorities. Article 62 (2) of the 1996 Constitution also provides that, the organisation and functioning of certain regional and council authorities may take into consideration the specificities of certain regions, hence the Special Status accorded the North-West and South-West regions following the Grand National Dialogue.

To give effect to these provisions of the Constitution, the legislator enacted Law N°2019/024 of December 24, 2019 to institute the General Code of Regional and Local Authorities that lays down the rules and regulations governing the organisation, functioning and financial regimes of regional and local authorities. This law also provides in Section 3 that the North-West and South-West regions shall have Special Status and Sections 367 to 371 establish the Public Independent Conciliator in the North-West and South-West regions whose missions include amongst others:

“Proposing statutory and regulatory amendments to the President of the Republic, with a view to improving the quality of regional and council services.

After five years of implementation of Law no. 2019/024 of 24 December 2019 to institute the General Code of Regional and Local Authorities as a key legal instrument in Cameroon's decentralization drive, regional and council authorities are increasingly confronted by conflicts and ambiguities both within the provisions of the General Code itself, and between the General Code and other instruments regulating the organisation and functioning of regional and council authorities. The hitches experienced are not without impact on the materialisation of the Special Status and the decentralisation project. It is in view of this and cognizance of its mission that the Offices of the Public Independent Conciliators of the North-West and South-West regions have set out to examine how decentralization has fared so far within the framework of the Special Status in the North-West and South West regions.

II. THE PROBLEM

Prior to the coming into force of Law no. 2019/024 of 24 December 2019 to institute the General Code of Regional and Local Authorities, local authorities were organised and regulated by a series of legal instruments. Notwithstanding the coming into force of the General Code, the functioning of local authorities is still stifled by a number of issues. Given that one of the missions of the Public Independent Conciliator is to propose legislative amendments or new legislation to render regional and council functioning more effective, the following challenges have been noticed that demand the exercise of this mission:

- Many lapses still exist in the code. Some aspects of councils' functioning are yet to be regulated by particular texts. This includes the absence of the Local Public Service and a Salary Scale specific to regional and local authorities;
- There are pieces of legislation, e.g. Decree N°. 78/484 of 09 November 1978, that are still in use despite being obsolete;
- There are provisions of the legislation that are conflictual. For instance, Section 417 provides that investment expenditure projections should not exceed 40% of total expenditure whereas other instruments like the Finance Law and Circulars say regional and local authorities should project investment expenditure at 60% of total expenditure. But this is mechanical if we consider councils as development centres for the areas, needing lots of projects.
- Other provisions of the General Code instituting the Regional and Local Authorities are ambiguous and contradictory. For example, Section 22 provides that local authorities shall recruit freely, meanwhile Sections 76 conditions the recruitment of staff to the prior approval of the Representative of the State (Senior Divisional Officers (SDOs) or Governors), while Decree N°. 78/484 of 09 November 1978 and the Circular of the Minister of Local Development and Decentralisation (MINDDEVEL) demands ministerial approval for the recruitment of workers above category 6; this defeats decentralisation.
- The decentralisation process poses problems in its application as local authorities find difficulties managing staff that belong to other ministries other than MINDDEVEL e.g. Registrars of Secondary Civil Status Registration Centres who ought to work under the mayors are appointed by DOs/SDOs and are not answerable to Mayors. Also, some Municipal Treasurers are not answerable to Mayors.
- The visible friction between local authorities and supervisory authorities is a challenge to the free exercise of the provisions of the law that regional and local authorities shall be administered FREELY, and should derive their authority from the people through universal suffrage, hence be answerable to the people. For instance, the provision of the Land Law where the DO is chairman of the Land Consultative Board to which the Mayor is not a member, whereas the Mayor is the Chief Executive Officer of the Municipality (See section 206(1) paragraph 3 of the General Code of Regional and Local Authorities. This has created a difficulty for mayors to exercise their land use function;
- Provisions that local authorities shall have administrative and financial autonomy in the management of regional and local interests still face challenges in the practical implementation. For instance, SDOs must visa (accredit) credit cards before mayors can execute. Also, *the budget can only be executed after prior approval of the SDO (See Section 76 of the General Code);*

To conclude, there seem to be a general agreement that the existing legal environment governing regional/ council organisation and functioning in the two English-speaking regions does not favour the enjoyment of the Special Status accorded the two regions. Hence, the expectation that Decentralisation shall constitute the basic driving force for the promotion of development, democracy and good governance at the local level appears to be a farfetched dream to be accomplished.

Decentralization has taken too long to materialise in Cameroon, while there are visible cracks in the implementation of this law. The existing and still applicable arsenal of legal instruments provide no special privileges to the English-speaking regions in accordance with their Special Status. Given the spirit of Decentralisation and the Special Status, it is imperative that councils enjoy more liberties and supervision be passive and *a posteriori*, not to appear as obstacles to their smooth functioning.

The study shall answer the following questions:

- Are there any problems with the 2019 code and other legal instruments of decentralisation hampering the effective functioning of regional and local authorities?
- Do these issues with the legal environment require a revision of the laws (be they amendments or simply repeal the conflictual provisions), or the making of new laws to fill identified gaps or grey areas of the law?
- In what ways can the Special Status be made more meaningful to the English-speaking regions to enable them address their development and governance issues?
- Do we have leeway which enable us reform the regulations in force to avoid the headache orchestrated by the anomalies and gaps in those laws?
- How could the General Code better accommodate the Special Status accorded to the North-West and South-West regions?
- Could the Special Status be the subject of a specific bill, since it applies only to two regions?
- Does the role of the supervisory authority allow him to sanction resolutions emanating from deliberations by local elected representatives of the people from whom they derive their powers (Section 6 of the General Code)?

Mayors have also been reportedly confronted with the following:

- Control over income generating infrastructures (markets etc.) within municipalities located in cities between sub-divisional councils and the city council;
- Distribution of income between regional and local council administrations;
- Who is responsible over urban waste disposal? the City Council or sub-divisional councils?
- The active presence of the Representative of the State (SDOs and DOs) in the set-up and functioning of Regional and Local Authorities which should be governed by MINDDEVEL and not MINAT;

The above-mentioned issues become problematic in the context of decentralisation which demands that mayors and councils should enjoy more liberties in decision making and execution working with the grassroots. The passive supervision by MINAT authorities appear to hamper local development and governance.

With the difficulties mayors already face with the implementation of some aspects of the law and other decentralisation-related legal instruments, there is need to x-ray the Law of 2019/024 alongside other legal instruments governing the organisation and functioning of regional and local authorities in order to understand where the problems are. This will enable the Public Independent Conciliator to note areas that need proposals for amendments or gaps requiring new legislation in the existing legislation.

Given that the Special Status is intended to align the decentralisation projects with the cultural and historical specificities as well as peculiarities of the English-speaking regions, there is thus need to revisit the law with the view of providing an appropriate content that is meaningful to the people of the North-West and South-West regions. This will constitute the CONTENT of the Special Status which for now is simply a container without the content.

Being an interlocutor of councils in these matters, the Public Independent Conciliator is looked upon to exercise its mandate to propose legislative amendments or new legislation to address the situation. It is thanks to this line of duty that the Public Independent Conciliators are soliciting the expertise of a legal

firm to carry out studies that will throw more light on the effective organisation and functioning of regional and local authorities within the framework of the Special Status and decentralisation in order to propose contextualised solutions to whom it may concern.

III. PURPOSE OF THE STUDY

These Terms of Reference shall guide the contracted Expert Consultant in the organisation of the study to bring to light the conflicts and ambiguities reported in the legal instruments regulating regional and council functioning with respect to the application of the General Code and other relevant legislation governing regional and local authorities within the context of the Special Status and the decentralisation project.

The studies will assess how regional and council authorities of the two English-speaking regions operate and how they are able to accommodate their specificities in the ambit of existing laws given their Special Status and within the context of decentralisation.

The studies will enable the Public Independent Conciliators to propose legislative amendments, or new legislation to the President of the Republic as the case might be, to enhance the effective functioning of regional and council services in accordance with its mission as stated in Law No. 2019/024.

Review legislation governing organisation and functioning of regional and council services for the purpose of providing relevant and meaningful content to the Special Status considering the linguistic, legal, educational and historical specificities and peculiarities of the two English-speaking regions.

IV. OBJECTIVES OF THE STUDY

The project intends to:

- Assemble all legal text regulating the organisation of regional and local authorities, including the 2019 General Code of Regional and Local Authorities;
- Examine the implementation of the legal texts gathered with the aim of identifying conflicts, ambiguities, limitations and gaps both in their understanding and practical application in the 2019 Code, and between the 2019 Code and other legal instruments of decentralisation still in force;
- Conduct a survey of all stakeholders of regional and local authorities on the practical application of the 2019 Code and its challenges;
- Analyse findings and submit a comprehensive report on the findings and analysis of the study, indicating areas of conflicts, ambiguities, limitations, inconsistencies and gaps, as well as an appraisal and recommendations and or action points for remedy;
- Propose a bill on legislative amendment or new legislation, as the case might be, to enhance regional and council functioning.

V. THE SCOPE AND ITS ACTIVITIES

This study examines the functioning of regional and local authorities in the North-West and South-West regions within the context of decentralisation.

Also, it provides a new, more practical and realisable content of the Special Status for the purpose of rapid progress and development in the two regions.

As for the activities, the study shall:

- Organise a brainstorming workshop between the consultancy firm and the Public Independent Conciliators in order to validate the findings.
- Benchmark studies on similar experiences practised elsewhere in the world (in Africa, Europe, America, etc) to draw best practices for of peaceful co-existence between the City Council and sub-divisional councils in the regions.

The target population includes all the local councils, sub-divisional councils, the City Council and the Regional Assembly, with their executives, councillors, workers, populations, traditional rulers senators, parliamentarians and other stakeholders like sectorial ministries, civil society organisations, NGOS, Human Rights lawyers and Vulnerable persons.

The main beneficiaries are the local, sub-divisional and the City Councils as well as the Regional Assembly, including their populations, service users and partners in developments.

VI. METHODOLOGY AND ACTIVITIES

This study shall include but not limited to the following:

- Research and collate all documents regulating regional and local authorities;
- Elaborate and administer questionnaires validated in a session with the PICs;
- Organise survey for information gathering on the organisation and functioning of regional and council authorities by contacting all regional and council stakeholders of the two regions;
- Prepare a compendium of relevant official legal documents governing regional and council organisation and functioning;
- Examine and review the 2019 code and other relevant decentralisation legislations in order to identify conflicts, ambiguities, limitations, inconsistencies and gaps both in their understanding and practical application that stifle the functions of regional and local authorities;
- Analyse findings of the information gathered, bearing in mind the spirit of the law in view of the Special Status and Decentralisation, clearly identifying areas of the law that deserve attention (interpretations or amendments), or gaps that require new legislation;
- Propose legislative review (draft bill) to address identified legislative shortcomings to strengthen the Special Status and the decentralisation drive (amending repugnant legislation or proposing new legislation to fill any legislative gaps) where appropriate.
- Organise a common validation workshop during which the findings will be presented, discussed and approved.

The study shall be guided by the following principles:

1. Respect of the spirit of the Constitution with regards to the Decentralisation process and the Special Status;
2. Respect of the principle of subsidiarity and complementarity;
3. Respect of the principles of democracy and local governance;

4. Respect of the principles of human rights and freedoms;
5. Respect of the principle of inclusiveness (Leave No One Behind);
6. Respect of the Rule of Law.

The study shall employ standard social science research designing and data collection methodologies including survey questionnaires, brainstorming, interviews-, guided/focused group discussions, consultations, observation checklist, debate or others.

Data shall be analysed using appropriate social science methodology.

The Consultant shall ensure a monthly briefing and update the PIC Laws Review Committee on the progress of work and challenges faced.

VII. EXPECTED RESULTS (OUTCOME / IMPACT)

- There shall be better interpretation and application of the decentralisation laws to enable development and progress to take place rapidly.
- A compendium of legal texts shall exist to guide the effective organisation and functioning of regional and local authorities of the region within the context of decentralisation and Special Status.
- The Special Status shall be materialised as the content is clarified and adapted to the specificities and peculiarities of the two regions.
- Problematic areas of the 2019 Code, as well as of other relevant texts regulating regional and council will be clarified and understood by regional and local authorities and they will be able to fully apply the law without ambiguities and conflicts for the smooth functioning of regional and council services.
- Legislation governing decentralisation within the context of the Special Status shall be simplified, contextualised, better understood and easily applicable for proper implementation;
- The legal framework regulating regional and council functioning shall be clarified for better understanding.

VIII. KEY DELIVERABLES

- Five copies of the compendium of official legal instruments governing regional and council organisation and functioning and the decentralisation process.
- Five hard and electronic copies of the final report including the findings, analysis, interpretation and recommendations.
- Five hard and electronic copies of the Draft Bill of the proposed legislative amendments or new legislation as the case might be;
- Monthly updates of the progress report of the works.
- Availability of a more adapted content of the Special Status to guide the decentralisation process within the Special Status context in the regions.

- Soft copies of all working documents shall also be given to the PIC by email and in a USB drive in Microsoft Word version.

IX. MODE OF VERIFICATION

Works executed shall be verified through:

- A succinct and comprehensive report on the findings.
- Monthly progress report of works;
- Reports of debriefing and review meetings;
- A compendium of all official legal instruments governing the decentralisation process.
- Completed questionnaire administered, evaluated and interpreted;
- Five copies of the Draft Bill of the proposed legislative amendments or new legislation.
- Transcripts of Interviews accorded to regional and local authorities and their stakeholders to ascertain their participation in the research.

X. RESOURCES (Human, material, and financial resources)

- The studies shall be funded from the Public Independent Conciliator North-West and South-West 2024 Annual Subvention.
- The Consultant engages and ensures the relevant expertise necessary to realise work of this magnitude including in the field of local administration, decentralisation, constitutional law and legislative drafting amongst others.
- The consultancy firm must be self-sustaining to be able to complete the work and deliver before payment.
- The consultancy firm must use only official and authenticated versions of all reference documents.
- The material, logistic and intellectual products realised by the studies shall remain the property of the Offices of the Public Independent Conciliators. The final report or any documents realised thereof shall not be reproduced or disseminated or used for other purposes without the express permission of the Public Independent Conciliators. They shall be treated with respect to confidentiality.

XI. REPORTING

- The consultancy firm shall report to the Public Independent Conciliators monthly to enable him/her appreciate the progress of work.
- The Public Independent Conciliators shall provide a reporting template to the company.
- The Public Independent Conciliators shall determine the annexures to the report, and set the submission date of the final report following the signature of the service order to start work.

XII. WORK PLAN OR TIMELINES

- Data collection: July and August 2024; Duration: Two months
- Data analysis: September 2024; Duration: One month.
- Presentation of findings: 3rd and 4th October 2024, Duration: Two days.
- Submission of final copy to the Public Independent Conciliator: 15 October 2024.

DOCUMENT No.6

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 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 Contracting Authority]

Sir,

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:

4A. 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 Contracting Authority

On the Terms of Reference:

1.

2.

3.

4.

5.

6.

On the data, services and installations to be furnished by the 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]

Date

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)												
			1	2	3	4	5	6	7	8	9	1	1	1	Number

															0	1	2	of months
																		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

	[Months or weeks from start of mission]											
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	10 th	11 th	12 th	

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 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 your 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				
	Software				
4.					

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 Quantities.

N°	DESIGNATION OF SERVICES EXCL VAT IN LETTERS (XAF)	UNIT PRICES	
		EXCL	VAT
		(XAF)	
100	Staff remuneration (Experts)		
	This price covers for all the missions, the totality of the expenses related to the activity of the expert, namely: the wages, the social charges, the insurance, medical expenses, transportation, communication and leave, housing costs, travel expenses, overheads, taxes, management and management fees, profits and contingencies, publishing and reproduction		

	<p>of his reports, working after normal working hours, etc ... and all subjections relating thereto.</p> <p>The actual time spent by the expert is recorded by the Contract Engineer (SCC 9.1).</p>	
--	---	--

Document No. 9:
Model contract



Jobbing Order No...../JO/OPIC/PIC/ITB/2024 AWARDED AFTER OPEN NATIONAL INVITATION TO
TENDER N°. 009/ONIT/OPIC/PIC/ITB/2024 OF 30 May 2024 FOR LEGAL CONSULTANCY FOR THE
OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION

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

DELIVERY DEADLINE:

Duration (Months)	05 Months
-----------------------------	----------------------------

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 the Public Independent Conciliator hereinafter referred to as "**the 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)

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

Page.... and last page of Jobbing Order No..... /JO/OPIC/PIC/ITB/2024 ofAWARDED AFTER
OPEN NATIONAL INVITATION TO TENDER N°. 009/ONIT/OPIC/PIC/ITB/2024 OF 30 May 2024 FOR THE
PROVISION OF LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR,
NORTH-WEST REGION

HOLDER:

TIME-LIMIT:

Read and accepted by the service provider
(place of signature)_____ (date)
Signature of Contracting Authority
(place of signature)_____ (date)
Registration

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

In view of providing LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR,
NORTH-WEST REGION.

To:

I the undersigned, _____ Director General / Manager of enterprise

_____ P.O.Box _____

Tel : _____ Acting on behalf of the enterprise _____

After reviewing all parts of the OPEN NATIONAL INVITATION TO TENDER N°. / ONIT / OPIC / PIC / ITB / 2024 OF

FOR LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION and assessing in my own perspective and under my responsibility, undertake to execute the said consultancy under the terms of the tender file.

I hereby declare the intention to bid for this invitation to tender.

Execution deadline: _____

Done at _____, on _____

(Signature, Name and stamp)

Annex No. 2: Model bid bond

To (indicate the Contracting Authority and his address) "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 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 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 Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the first written request, without [the Contracting Authority] having to justify his request, given, however, that in his request the 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 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 Contracting Authority and his address]* Cameroon, hereinafter referred to as the "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 Contracting Authority a final bond of an amount equal to *[indicate the percentage 5 %]* 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 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 Public Independent Conciliator, Contracting Authority

Final Bond for the management of the project for THE PROVISION OF LEGAL CONSULTANCY TO THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION

We..... (Bank) have been informed that a contract has been signed between the Public Independent Conciliator acting in the capacity of Contracting Authority, and....., acting as contractor for the management of the project for the provision of LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION.

In compliance with the provisions of **Jobbing Order No...../JO/OPIC/PIC/ITB/2024 of**, the contractor is bound to present to The Public Independent Conciliator, 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 Public Independent Conciliator, 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 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 Office of the Public Independent Conciliator.

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 Public Independent Conciliator, Contracting Authority

GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

FOR THE LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION.

We..... (Bank) have been informed that a Jobbing Order has been signed between The Public Independent Conciliator acting in the capacity of Contracting Authority, and....., acting as contractor for the Provision of LEGAL CONSULTANCY FOR THE OFFICE OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION. In compliance with the provisions of Jobbing Order No...../JO/OPIC/PIC/ITB/2024, the contractor is bound to present to The Public Independent Conciliator, 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 Public Independent Conciliator, 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 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 Public Independent Conciliator. 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.....

Consultant ofcompany

Subject of the Open National Invitation to Tender For The Provision Of Legal Consultancy FOR THE OFFICE
OF THE PUBLIC INDEPENDENT CONCILIATOR, NORTH-WEST REGION

Following this visit the observations listed below were made:

I – Technical observations:

II- Demographic inventory:

Signature and name of the Expert

Document No. 11: 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 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.

I- BANKS

1. Afriland First Bank (First bank), B.P 11 834, Yaoundé;
2. Banque Atlantique Cameroun (BACM), B.P. 2 933, Douala;
3. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), B.P. 12 962, Yaoundé;
4. Banque Gabonaise pour le Financement International (BGFI BANK), B.P. 600 Douala ;
5. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC) B.P. 1 925, Douala ;
6. Bank Of Africa Cameroun (BOA Cameroun), B.P. 4 593, Douala ;
7. CitiBank Cameroun (CITIGROUP), B.P. 4 571, Douala ;
8. Commercial Bank - Cameroon (CBC), B.P 4 004, Douala;
9. Ecobank Cameroun (ECOBANK), B.P 582, Douala;
10. National Financial Credit Bank (NFC-Bank), B.P. 6 578, Yaoundé ;
11. Société Commerciale de Banques-Cameroun (SCB-Cameroun), B.P 300, Douala ;
12. Société Générale Cameroun (SGC), B.P. 4 042, Douala ;
13. Standard Chartered Bank Cameroon (SCBC) B.P. 1784, Douala ;
14. Union Bank of Cameroon (UBC), B.P. 15 569, Douala;
15. United Bank for Africa (UBA), B.P. 2 088, Douala.
16. crédit communautaire d'afrique-bank (CCA – Bank)

II- Insurance companies

17. Activa Assurances
18. AREA Assurances
19. Atlantique Assurances S.A.
20. Benefical General Insurance S.A.
21. Chanas assurances
22. CPA S.A.
23. NSIA Assurances SA
24. PRO-ASSUR S.A.
25. SAAR S.A.
26. SAHAM Assurances S.A.
27. Zenithe Insurance S.A.