

REPUBLIC OF CAMEROON  
Peace-Work-Fatherland  
.....  
NORTH-WEST REGIONAL ASSEMBLY  
.....  
REGIONAL EXECUTIVE ASSEMBLY  
.....  
PEACE-JUSTICE-UNITY-HARD WORK-SOLIDARITY  
.....



REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
.....  
ASSEMBLEE REGIONALE DU NORD-OUEST  
.....  
CONSEIL EXECUTIF REGIONAL  
.....  
PAIX-JUSTICE-UNITE-TRAVAIL-SOLIDARITE  
.....

## TENDER NOTICE

**N° 03 9 OPENED NATIONAL INVITATION TO TENDER**  
**/ONIT/NWRA/NWRAITB/2024 OF 06 JUN 2024**  
**FOR THE DRAWING UP, IMPLEMENTATION AND MONITORING OF REGIONAL**  
**ENVIRONMENTAL ACTION PLANS – NORTH WEST REGION BY EMERGENCY**  
**PRODECURE**

Financing: PUBLIC INVESTMENT BUDGET (PIB) 2024

**1. Subject of the Invitation to Tender:**

Within the framework of 2024 Public Investment Budget, The President of the North West Regional Assembly, Contracting Authority, hereby launches an Opened National Invitation to tender for the **drawing up, implementation and monitoring of Regional environmental action plans – North West Region by emergency procedure.**

**Nature of work:**

The works subject of this Invitation to Tender shall require the drawing up, implementation and monitoring of Regional environmental action plans – North West Region.

The works and service required are found in the detail description mentioned in the respective bills of quantities and cost estimates.

**2. Execution deadline**

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this Invitation to tender is **Six (06) Months.**

**3. Estimated cost**

The estimated cost is **Ten Million (10,000,000) CFAF ATI**

**4. Participation and origin**

Participation to this Invitation to tender is opened under the same conditions to all Cameroonian companies and business persons that have proven experience in the field of intellectual services and provided they are in compliance with the Cameroonian laws.

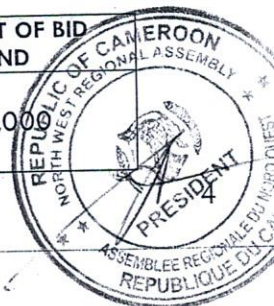
**5. Financing**

Works which form the subject of this Invitation to tender shall be financed by the Public Investment Budget for 2024

**6. Bid bond**

The bidder must include in his administrative documents, a bid bond issued by a first-rate financial establishment approved by the Ministry in charge of Finance and whose list is found in document N° 12 of the Tender File, of an amount, (See table below) valid for thirty (30) days beyond the date of validity of bids.

PROJECT	AMOUNT	AMOUNT OF BID BOND
Drawing up, implementation and monitoring of Regional environmental action plans – North West Region	10 000 000	200,000





**7. Consultation of Tender File:**

The file may be consulted during working hours at The Services of the Director of General Affairs of the North West Regional Assembly (Tel N° 233 360 092), as soon as this notice is published.

**10. Acquisition of Tender File:**

The file may be obtained from the Services of the Director of General Affairs (Tel N° 233 360 092), as soon as this notice is published against payment of the sum of **Eighteen Thousand (18,000) CFA Francs**, into the North West Regional Assembly Treasury (Block B), representing the cost of purchasing the Tender File.

**11. Submission of bids:**

Each offer drafted in English or French in Seven (7) copies including One (1) original and Six (6) copies marked as such, should reach the Services of the Contracting Authority (Tel N°233 360 092), not later than 27/ JUIN/2024 at **10:00 am** local time and should carry the inscription:

**<< OPENED NATIONAL INVITATION TO TENDER N° 3 / ONIT/NWRA/NWRAITB/2024 OF 06 /2024/2024  
FOR THE DRAWING UP, IMPLEMENTATION AND MONITORING OF REGIONAL ENVIRONMENTAL  
ACTION PLANS – NORTH WEST REGION BY EMERGENCY PRODECURE  
"To be opened only during the bid-opening session"**

**12. 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.

**13. Opening of bids:**

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

The Administrative and Technical Bids shall be opened on the 27/ JUIN/2024 at **11:00 AM** in the conference hall of the North West Regional Assembly, by the North West Regional Assembly Internal Tender's 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.

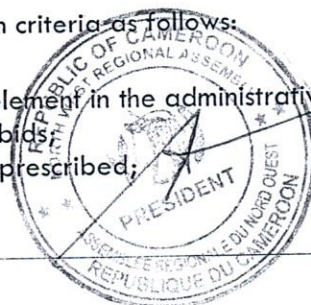
Only bidders may attend or be represented by a duly mandated person.

**14. Evaluation criteria**

The bids shall be evaluated according to the main criteria as follows:

**A. Eliminary criteria**

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





3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Absence of quantified unit price;
8. Non respect of 75% of essential criteria;
9. Suspended by MINMAP for 2024.
10. Non respect of the method of separating the financial offer from administrative and technical offers;
11. Non separation of the Reference Financial offer from the financial offer (See Art. 91 of Circular No 00001/PR/MINMAP/CAB of 25/14/2022 on the text of application of the Public Contracts Code);
12. Submission of insufficient number of bids or the lack of the original copy of bids;
13. Absence of an accreditation from of the Ministry of Environment, Protection of Nature and sustainable Development to carry out environmental evaluation

**B. Essential criteria**

a.	Presentation of the bid	05 points
b.	Pre-financing	20 points
c.	Organization, methodology and planning of execution of services	25 points
d.	Qualification of the experts and their experiences in the field of the mission and technical equipment to be used	40 points
e.	References	05 points
	<b>TOTAL</b>	<b>100 points</b>

**15. Award**

The Contract shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the best bidder and technical quality, relative to article 99a of the public contracts code.

**16. Validity of bids**

Bidders will remain committed to their offers for **Ninety (90) days** from the deadline set for the submission of tenders.

**17. Complementary information**

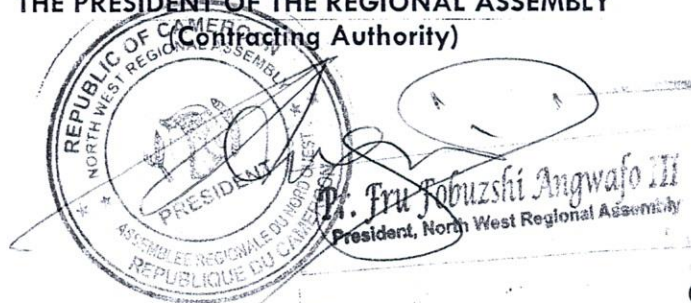
Complementary technical information may be obtained during working hours from the Services of the Director of General Affairs, North West Assembly Building, Block "A". (Tel N°233 360 092).

Done at Bamenda on 06 JUN 2024

**Copies:**

- ARMP BAMENDA
- RD/MINMAP/NW
- Chairperson of RTB/NW
- Notice Board
- File/archive

**THE PRESIDENT OF THE REGIONAL ASSEMBLY**  
(Contracting Authority)





REPUBLIC OF CAMEROON  
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.....

## AVIS D'APPEL D'OFFRES

PAR PROCEDURE D'EMERGENCE

APPEL D'OFFRES NATIONAL OUVERT

**- N° 3 / 6 / ONIT/NWRA/NWRAITB/2024 DU 06 JUIN 2024** POUR L'ÉLABORATION, LA MISE EN ŒUVRE ET LE SUIVI  
DES PLANS D'ACTION ENVIRONNEMENTAUX RÉGIONAUX – RÉGION NORD-ouest PAR PROCÉDURE  
D'URGENCE

**Financement : Budget d'Investissement Public 2024**

### 1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2024, le Président de l'Assemblée Régionale du Nord-Ouest, Autorité Contractante lance un Appel d'Offres National ouvert pour l'élaboration, la mise en œuvre et le suivi des plans d'action environnementaux Régionaux – Région Nord-Ouest par procédure d'urgence

### 2. Consistance des prestations

Les prestations du présent marché comprennent l'élaboration, la mise en œuvre et le suivi des plans d'action environnementaux Régionaux – Région Nord-Ouest «Voir caractéristiques page 14 point 3.3 description technique»

### 3. Délais de livraison

Le délai maximum prévu par le Maître d'ouvrage pour la prestation des services objet du présent appel d'offres est de Sixt (06) mois à compter de la date de notification de l'ordre de service de commencer l'exécution du contrat.

### 4. Allotissement

Lot unique

### 5. Coût prévisionnel

Le coût est estimé à 10 000 000 (Dix millions) de francs CFA

### 6. Participation et origine

La participation au marché est ouverte à égalité des conditions, à toutes les entreprises basées au Cameroun et remplissant les conditions nécessaires les autorisant à participer à la invitation d'offres référant au document No 2 dudit appel d'offres.

### 7. Financement

Les prestations objet du présent appel d'offres sont financées par le Budget d'Investissement Publics du Cameroun de l'exercice 2024 alloué à l'Assemblée Régionale de Nord-Ouest.

### 8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO d'un montant Deux cent mille (200,000) FCFA et valable pendant trente (30) jours au-delà de la date (limite) de validité des offres.

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

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables aux services de Directeur d'Affaire General à l'Assemblée Régionale de Nord-Ouest (Tel N° 233360092) dès Publication du présent avis





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

Le dossier peut être obtenu aux services des services de Directeur d'Affaire General à l'Assemblée Régional de Nord-Ouest (Tel N° 233360092) dès publication du présent avis, contre versement d'une somme non remboursable de la somme non remboursable de Dix-Huit mille (18,000) Francs CFA à la trésorerie de l'Assemblée Régionale du Nord-Ouest, représentant le coût d'achat du dossier d'appel d'offres.

#### 11. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé au Services de Directeur d'Affaire General à l'Assemblée Régional de Nord-Ouest(Tel N° 233360092), au plus tard le 27 JUIN 2024 à 10 h 00, heure locale et devra porter la mention suivante :

«APPEL D'OFFRES NATIONAL OUVERT N° 30 AONO/ARNO/ARNOCIPM/2024 DU 06 JUIN 2024 POUR  
L'ÉLABORATION, LA MISE EN ŒUVRE ET LE SUIVI DES PLANS D'ACTION ENVIRONNEMENTAUX  
RÉGIONAUX – RÉGION NORD-OUEST

#### 12. Recevabilité des offres

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

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

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

#### 13. Ouverture des plis

L'ouverture des plis se fera en deux temps.

L'ouverture des pièces administratives et des offres techniques aura lieu le 27 JUIN 2024 à 11:00 heures dans la salle de conférence de la Assemblée Régionale du Nord-Ouest situe a Up Station par la Commission de Passation en présence des soumissionnaires

L'ouverture des offres financières aura lieu à l'issue de l'analyse technique et ne concernera que les soumissionnaires ayant obtenu la note minimale requise de 75%. Les offres seront évaluées hors TVA et toutes taxes comprises (TTC) et accompagnées d'un modèle de soumission signé.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandater à cet effet..

#### 14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

##### A - Critères éliminatoires

Il s'agit notamment:

1. Absence ou non-conformité d'une pièce administrative non fourni après 48h d'ouverture;
2. Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
3. Fausses déclarations ou pièces falsifiées;
4. Absence ou insuffisance de la caution provisoire de soumission;
5. Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
6. Offres financière incomplète ;
7. Absence de prix unitaire chiffré
8. Le non-respect de 75% des critères essentiels ;
9. Suspendu par le MINISTRE en 2024 ;
10. Les offres qui ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques ;





11. Non présentation ou séparation de l'offre Financière de Référence des offres Financières, Administratives et Techniques ;
12. Présentation d'un nombre insuffisant d'offres ou manque de la copie originale des offres ;
13. Absence d'accréditation du Ministère de l'Environnement, de la Protection de la Nature et du Développement durable pour réaliser une évaluation environnementale.

#### B - Critères essentiels

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

a.	Présentation du dossier	05 points
b.	Préfinancement	20 points
c.	Organisation, méthodologie et planification de l'exécution des prestations	25 points
d.	Qualification des experts et de leurs expériences dans le domaine de la mission et du matériel technique à utiliser	40 points
e.	Les références	10 points
	<b>TOTAL</b>	<b>100 points</b>

#### 15. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la mieux-disant, conformément à l'article 99(a) du Code des lettres commandées Publics.

#### 16. Durée de validité des offres

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

#### 17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès des services de Directeur d'Affaire Général à l'Assemblée Régionale de Nord-Ouest (Tel N° 233360092).

Fait à Bamenda, le 06 JUIN 2024

Le Président de l'Assemblée Régionale du Nord Ouest  
(Autorité Contractante)



*Fru Sibusshi Angwafo III*  
President, North West Regional Assembly

#### Copie :

- ARMP
- FEICOM
- DR/MINMAP/NW
- Présidents CIPM
- Affichage
- Chrono/archive



**Document N°. 3**

**SPECIAL REGULATIONS OF THE**

**INVITATION TO TENDER**



## SPECIAL REGULATIONS GOVERNING THE CONSULTATION DOCUMENT

### Clauses of the Special Regulations

#### 1.1 Definition of services:

Services concern the drawing up, implementation and monitoring of Regional environmental action plans – North West Region.

The services mainly include:

- ✓ The drawing up, implementation and monitoring of Regional environmental action plans – North West Region.

**Name and address of Contracting Authority:** The President of the North West Regional Assembly.

#### 1.2 . DEADLINE FOR DELIVERY:

For the services relating to this project, the deadline for delivery shall not **Six (06) Months** with effect from the date of notification to start services. The deadline for the subsequent phase shall depend on the duration of services.

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

In case of any delay in the execution of services, the Contracting Authority shall warn the contractor to take necessary measures to improve on the situation. The procedures spelt out in Article 37 of this Contract shall be applied.

**2. Source of funding:** The services earmarked under this Contract and all the taxes relating thereto shall be financed by Public Investment Budget for 2024 assigned to the North West Regional Assembly.

#### 3. Main criteria for qualification of bidders

Participation to this invitation to tender shall be opened to enterprises that have experience and have carried out services in this domain or any other intellectual service, 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.

### **Eliminatory 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:

1. Absence or non-conformity of an element in the administrative file not regularized after 48 hours from the time of opening of bids;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Absence of quantified unit price;
8. Non respect of 75% of essential criteria;
9. Suspended by MINMAP for 2024.
10. Non respect of the method of separating the financial offer from administrative and technical offers.
11. Non separation of the Reference Financial offer from the financial offer (See Art. 91 of Circular No 00001/PR/MINMAP/CAB of 25/14/2022 on the text of application of the Public Contracts Code);
12. Submission of insufficient number of bids or the lack of the original copy of bids;
13. Absence of an accreditation from of the Ministry of Environment, Protection of Nature and sustainable Development to carry out environmental evaluation.

### **Essential criteria**

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

f.	Presentation of the bid	05 points
g.	Pre-financing	20 points
h.	Organization, methodology and planning of execution of services	25 points
i.	Qualification of the experts and their experiences in the field of the mission and technical equipment to be used	40 points
j.	References	05 points
	<b>TOTAL</b>	<b>100 points</b>

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 North West Regional Assembly 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 Contract.

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 North West Regional Assembly 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:**

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

The bid that shall be considered the best is the bid that scores the best grand total, offers the best cost-quality ratio and meets the requirements of the North West Regional Assembly Internal Tenders' Board.

The North West Regional Assembly 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 sites and preparatory meeting:**

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

<b>DOCUMENT N°</b>	<b>DESCRIPTION</b>
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.



financing from a bank recognized by the Ministry of Finance where the account of the contractor is opened) sufficient to meet the pre-financing capacity.

**B.3. ORGANIZATION, METHODOLOGY AND PLANNING OF EXECUTION OF SERVICES.** The bidder should present a site visit attestation and report signed by him/her on honour with pictures showing that he/she had visited the constructions site, give a detailed technical note on the drawing up, implementation and monitoring of Regional environmental action plans, other Necessary environmental impact assessment plan where necessary, manpower deployment schedule, planning of the drawing up, implementation and monitoring of the Regional environmental action plans, CCTP dully initialed on each page, signed and dated on the last page and CCAP dully initialed on each page, signed and dated on the last page.

**B.4 HUMAN AND MATERIAL RESOURCES** (A lost for any point for a personnel will result in the disqualification of that personnel and loose of all the points for the said personnel)

#### **I. Personnel**

Post/Function	Minimum Qualification	Minimum working Experience	Duties/ responsibilities
Work supervisor	Environmentalism,	5Years	General coordination of project
Foreman	Environmentalism	3years	Technical follow-up of all stages of the project. Carryout assigned duties from the work supervisor
Assistants (6)	Environmentalists or sociologists	1 year	Assist the foreman in his duties

#### **II. Material**

The bidder must list all the equipment to be used including site machines, equipment and small tools. He/she should show proof of ownership or hired of the following equipment: Pick up 4 x 4 or van, computer equipment and survey equipment. Enclose certified copies of car registration document for all site equipment and vehicles (hired or owned) and certified copies receipt of purchase for small tools and lease agreements for hired equipment including certified carte grise of the lease vehicles or equipment.

#### **B.5 REFERENCES OF THE COMPANY IN THE DOMAIN OF INTELLECTUAL SERVICES**

The bidder should present references of at least Five Million (5,000,000) Francs CFA ATI in the domain of environmental management or for other intellectual services within the past five years. Certified copies of the contracts (1st, 2<sup>nd</sup> and last pages) and final reception minutes for contracts executed before 2023 and provisional reception minutes for projects executed from 2023.

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

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



A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance. (See list of approved banks on document no 12 of this tender file)
A.5	Purchase receipt of Tender File issued by the Treasury of the North West Regional Assembly.
A.6	A bid bond issued by a first rate-financial institution or insurance establishment approved by the Ministry in charge of Finance in conformity with COBAC conditions.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate (Attestation de conformite fiscale) signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	A valid taxpayer's card stamped with the tariff in force.
A.11	Plan of location of the Company signed by the bidder on honour
A.12	Certified copy of accreditation from the Minister of Environment, Protection of Nature and Sustainable Development to carry out the environmental evaluation.
A.13	Power of attorney if necessary
A.14	Group agreement where applicable
A.15	Special Administrative Clauses completed and initialed on all the pages, signed, dated and stamped on the last page.

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

In case of a business grouping, each member of the group shall present a complete administrative file; documents A1, A4, A5, A6, and A14 shall be presented only by the representative of the group.

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

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

**B.1** A form containing general information on the bidder, a model of which is provided in **Appendix 1**;

**B.2 THE CAPACITY TO PRE-FINANCE THE DRAWING UP, IMPLEMENTATION AND MONITORING OF REGIONAL ENVIRONMENTAL ACTION PLANS.**

The Pre-financing capacity should Five Million (5,000,000) FCFA. The Bidder shall demonstrate that it has access to, or has available liquid assets, lines of credit and other financial means (attestation of pre-



**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 submitted:

Seven (07) copies of which one original and Six (06) copies of Administrative, Technical and Seven (08) copies of which one original and Six (07) copies of Financial documents labelled as such

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

The President of the North West Regional Assembly

**9.** Date and deadline for submission of bids: .....at 10.00 am local time.

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

Administrative and technical bids shall be opened in the conference hall of the North West Regional Assembly block B on ...../2024 at 11 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: Not applicable.

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

**EVALUATION GRID FOR THE DRAWING UP, IMPLEMENTATION AND MONITORING OF REGIONAL ENVIRONMENTAL ACTION PLANS FOR THE NORTH WEST**

N°	Description	Marks (100pts)	Remark(s)
<b>A</b>	<b>General presentation of bids</b>	<b>5pts</b>	
1	Presence of all documents	1	
2	Properly bind	1	
3	Pages numbered	1	
4	Separators in color apart from white	1	
5	Order described respected	0.5	
6	Clearness of the documents	0.5	
<b>Total</b>			
<b>B</b>	<b>Pre-financing</b>	<b>20pts</b>	
1	100% personal financial means (bank statement)	20	
2	By personal or bank engagement to pre finance	10	
<b>Total</b>			
<b>C</b>	<b>Organization, methodology and planning of execution of services</b>	<b>25pts</b>	
1	Attestation of site Visits	2	



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

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

Shall contain the copies of all the documents of the financial offer initialled on each page, signed and dated 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
- The envelope A and B shall be put in one envelope and labelled "Administrative and Technical Offers", the financial bid (Envelope C) and the Reference financial bid (Envelope D) shall be put in another envelope labelled "Financial Offer". The two envelopes i.e. the envelope carrying the "Administrative and Technical Offers" and the one carrying the "Financial Offer" shall be put in a bigger envelope and shall carry the inscription:

**"OPEN NATIONAL INVITATION TO TENDER  
N°.... ONIT/NWRA/ITB/2024 OF THE .../..../2024 FOR THE DRAWING UP, IMPLEMENTATION AND  
MONITORING OF REGIONAL ENVIRONMENTAL ACTION PLANS – NORTH WEST REGION BY  
EMERGENCY PRODECURE"**

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

**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 Contract 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 Contract 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:



2	Site Visit report with pictures	3	
3	Detailed technical note on the drawing up, implementation and monitoring of Regional environmental action plans – North West Region	5	
4	Other Necessary environmental action plan	3	
5	Manpower deployment schedule	2.5	
6	Respect of the duration of work	5	
7	CCTP dully initialed on each page, signed and dated on the last page	1	
8	CCAP dully initialed on each page, signed and dated on the last page	1	
9	Acceptable Planning of execution of services	2.5	
<b>Total</b>			
<b>D</b>	<b>Human and material resources (A lost for any point for a personnel will result in the disqualification of that personnel and loose of all the points for the said personnel)</b>	<b>40 pts</b>	
<b>I)</b>	<b>Human resources</b>	<b>30pts</b>	
<b>a</b>	<b>Work supervisor: Environmentalist with 5yrs experience</b>		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 5 years in Civil Engineering works and project supervision	1	
5	Certified copy of National ID card	1	
6	Attestation of availability	1	
<b>Total</b>			
<b>b</b>	<b>Foreman: Environmentalist having not less than three (03) years' work experience;</b>		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 3 years in	1	

	Achitectural conception and project supervision.		
5	Certified copy of National ID card	0.5	
6	Attestation of availability	0.5	
<b>C</b>	<b>Assistants No 1: Environmentalist or sociologist having not less than three (01) years' work experience;</b>		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 1 years in Civil engineering works	1	
5	Presentation of attestation in the national order	0.5	
6	Attestation of availability	0.5	
<b>D</b>	<b>Assistants No 2: Environmentalist or sociologist having not less than three (01) years' work experience</b>		
1	Diploma certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 1 years in Civil engineering works	0.5	
4	Attestation of availability	0.5	
<b>E</b>	<b>Assistants No 3: Environmentalist or sociologist having not less than three (01) years' work experience</b>		
1	Diploma certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 1 years in Civil engineering works	0.5	
4	Attestation of availability	0.5	
<b>F</b>	<b>Assistants No 4: Environmentalist or sociologist having not less than three (01) years' work experience</b>		
1	Diploma certified	0.5	
2	CV signed and dated	0.5	
3	0.5Professional experience at least 1 years in	0.5	



	Civil engineering works		
4	Attestation of availability	0.5	
<b>G</b>	<b>Assistants No 5: Environmentalist or sociologist having not less than three (01) years' work experience;</b>		
1	Diploma certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience >1 years	0.5	
4	Attestation of availability	0.5	
<b>H</b>	<b>Assistants No 6: Environmentalist or sociologist having not less than three (01) years' work experience</b>		
1	Certificate certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 1 years	0.5	
4	Attestation of availability	0.5	
<b>I</b>	<b>Secretary with at least BAC/AL</b>		
1	Certificate certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 3 years' experience	0.5	
4	Attestation of availability	0.5	
<b>J</b>	<b>Driver</b>		
1	Driving license certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 2 years' experience	0.5	
4	Attestation of availability	0.5	
	<b>Total</b>		
<b>II)</b>	<b>Material resources</b>	<b>10pts</b>	
1	Certified copy of a vehicle (Pick up 4 x 4 or van)	4	
2	List of key equipment	1	
	Proof of 100% ownership of equipment	3	
3	Proof of 50% ownership of equipment	1	

	Proof of hiring of equipment	1	
4	Has computer equipment	1	
5	Has photocopy machine	1	
<b>Total</b>			
<b>E</b>	<b>References of the company in the domain of environmental impact management and any other intellectual services:</b>	<b>10pts</b>	
1	More than one (01) contracts of an amount more than 5 million registered (1st and last page certified) with minutes of final reception for contracts before 2023 and provisional reception minutes for contracts from 2023.	10	
	One (01) contract of an amount more than 5 million registered (1st and last page certified) with minutes of final reception for contracts before 2023 and provisional reception minutes for contracts from 2023.	5	
<b>Grand Total</b>		<b>/100</b>	

Sign

Chairman	Secretary	Members

#### Award of Contract

13. Within (20) days following notification of the Contract 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 Contract. It may be replaced by a bond issued by a banking establishment authorized in accordance with the instruments in force, with the North West Regional Assembly as beneficiary or by a personal joint or several bonds.

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



**Document N° 4**  
**SPECIAL ADMINISTRATIVE CONDITIONS**  
**(SAC)**

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## Chapter I: General

### Article 1: Subject of Contract

The subject of this Contract shall be **drawing up, implementation and monitoring of Regional environmental action plans – North West Region.**

### Article 2: Contract award procedure (GAC supplemented)

This Contract is awarded following Open National Invitation to Tender No \_\_\_\_\_/ONIT/NWRA/ITB/2024 of \_\_\_\_\_/2024 **for drawing up, implementation and monitoring of Regional environmental action plans – North West Region.**

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

#### 3.1 General definitions

- The Contracting Authority shall be **The President of the North West Regional Assembly**. He awards the contract, ensures the preservation of originals of said Contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation through the focal point designated to this effect.
- The Project Owner shall be **The President of the North West Regional Assembly**. He represents the beneficiary administration of the services.
- The Contract Manager shall be **The Director of General Affairs at the North West Regional Assembly** Cf. Public Contracts Code. He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Contract Engineer shall be **The Regional Delegate of Environment, Protection of Nature and Sustainable Development for the North West**. He shall be responsible for the technical monitoring of the contract
- The North West Regional Delegation of Public Contracts shall carry out an un announced control
- The service provider shall be .....

#### 3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be **The President of the North West Regional Assembly**
- The authority in charge of the clearance of expenditures shall be **The Specialised Finance Controller of the North West Regional Assembly**
- The body or official in charge of payment shall be **The Treasurer North of the West Regional Assembly**
- The official competent to furnish information within the context of execution of this Contract shall be **The Director of General Affairs at the North West Regional Assembly**



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

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

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

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

#### **Article 5: Constituent documents of the Contract (Article 8 of GAC)**

The constituent contractual documents of this Contract 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 Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The 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 Contract.

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

This Contract shall be governed by the following general instruments:

1. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
2. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
3. Law No. 96/12 of 5<sup>th</sup> August 1996 on the management of the environment;
4. Law No 2016/017 of 14 December 2016 instituting the Mining Code;
5. Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code and its texts of application;
6. Instruments governing the various professional bodies;
7. Decree No. 2001/048 of 23<sup>rd</sup> February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
8. Decree No. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
9. Decree No. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
10. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
11. Circular No. 001/CAB/PR of 19<sup>th</sup> June 2012 relating to the Award and Control of Execution of Public Contracts;
12. Letter No; 00006/LC/PR/MINMAP/CAB of August 17, 2021 clarifying the control of the award of public contracts and specifying the modalities of its exercise with the Project Owner;
13. Circular N° 00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2024 financial year;
14. Unified Technical Documents (DTU) for building works;



15. Applicable standards;

16. 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 Contract 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 Contract 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/Madam The President of the North West Regional Assembly with a copy addressed to the Contract Manager, Contract Engineer and the Regional Delegation of Public Contract for the North West 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 Contract Manager, Contract Engineer and the Regional Delegation of Public Contract for the North West.

**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 Contract Manager with a copy to the Contract Engineer, the Regional Delegation of Public Contract for the North West and the Paying Body.
- 8.2 Upon proposal by the Contract Manager, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Contract Manager to the service provider with a copy to the Contract Engineer, the Regional Delegation of Public Contract for the North West 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 Contract Manager and notified to the service provider by the Contract Engineer with a copy to the Regional Delegation of Public Contract for the North West.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the service provider by the Contract Manager with a copy to the Contract Engineer and the Regional Delegation of Public Contract for the North West.
- 8.5 Administrative Orders for suspension or resumption of services as a result of the weather or any other case of force majeure shall be signed by the Project Owner and notified by his services to the service provider with a copy to the Contract Manager, Contract Engineer and the Regional Delegation of Public Contract for the North West.



- 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 Contract Manager, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Contract Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.**

**Article 9: Contracts with conditional phases (GAC supplemented)**

These services shall be financed in one phase by the Public Investment Budget of the Republic of Cameroon for 2024 assigned to the North West Regional Assembly.

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 (Not applicable).

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *Fifteen (15) days*

**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 Contract 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 Contract 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 Contract, inclusive of all taxes.

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

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 bond shall not be required for services and intellectual services contracts.

***11.2 Guarantee of start-off advance***

As soon as the Contract 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 Contract. 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 Contract (GAC supplemented)**

The amount of this Contract 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 Contract, the contractor shall hereby undertake to execute the Contract in accordance with the provisions of the Contract.

Payments shall be done by the Contracting Authority *after receiving accounts drawn up by the Contract 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;
- > a plan of location;
- > an attestation of solvency;
- > an attestation of Bank account;
- > an attestation 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)**

Not applicable

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

Not applicable

#### **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 Contract.

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 Contract 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 Contract.

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)**

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

18.2 Monthly detailed account. No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the service provider shall hand over to the Contract 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 Contract since the start of the Contract.

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

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

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

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

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

#### **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 20<sup>th</sup> June 2018 to institute the Public Contracts Code.

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

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

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

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

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

##### **B. Specific penalties**

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 Contract, especially:



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

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

Nature of Services relating to **the drawing up, implementation and monitoring of Regional environmental action plans – 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 Contract (article 20 of GAC)**

26.1 The time-limit for the execution of the works forming the subject of this Contract shall be **Six (06) months** from the date of notification of service order to start the services by the Contract Manager.

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 Contract, 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 Contract.

Conflict of interest shall be understood as any situation in which the service provider could benefit directly or indirectly from a Contract 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 Contract.

In this regard, documents established by the service provider during the execution of the Contract 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 Contract 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 Contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the Contract:

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

Within (15) days as from the date of notification of the Contract, the contractor and sub-contractors, at the request of Contract 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 Contract

#### **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 (Contract 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 Contract 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 Contract 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 Contract Manager. After approval of the execution schedule by the Contract 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 Contract or the nature of the services,, 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 not exceed 30% of the initial amount of the Contract 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 indicatively:

- a) The President of the North West Regional Assembly (Project Owner or Rep). (Chairman)
- b) The Contract Manager or Rep ..... (Member)
- c) The Regional Delegate of MINMAP/NW or representative ..... (Observer)
- d) Contract Engineer ..... (Secretary)
- e) The Stores Accountant at the North West Regional Assembly ..... (Member)
- f) The Commissioner of Economic Development at the North West Regional Assembly (Observer)
- g) The Contractor or his representative ..... (Observer)

Members of the Commission shall be convened by mail for reception within a deadline of Five (05) days and at least Three (03) days before the date of acceptance.

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

Technical acceptance shall be declared upon completion of services as concerns **drawing up, implementation and monitoring of Regional environmental action plans – North West Region** and the members are:

- The Contract Engineer;
- The Regional Delegation of Public Contracts North West
- The Contractor.

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

In case improvements are requested, they shall be determined by the 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 Contract

**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 Contract (article 74 of the GAC)**

The Contract 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 Contract (GAC supplemented)**

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

**Article 39 and last: Entry into force of the Contract**

This Contract 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 N°. 5**  
**SPECIAL TECHNICAL CONDITIONS**  
**(STC)**

# TERMS OF REFERENCE

## 1. CONTEXT AND JUSTIFICATION FOR THE DRAWING UP OF THE NORTH WEST REGION ENVIRONMENTAL ACTION PLAN

### 1.1 CONTEXT

The United Nations Conference on Environment and Development (UNCED) held in Rio de Janeiro, Brazil in June 1992 gave a new orientation to international activities concerning development. As most countries, Cameroon is committed since the UNCED to comply with the new global policy on development, that is to include environmental issues in development initiatives in order to ensure sustainable development.

As part of the implementation of the National Development Strategy (NDS30), the authorities plan to: strengthen actions relating to sustainable management of natural resources (soil, flora, fauna, water); take adequate measures to adapt to and mitigate the effects of climate change. In addition, in order to address the noticeable consequences of climate change, including floods and landslides in some cities and rural areas, the Government is committed to: ensure that climate change concerns are taken into account in sectorial strategies and policies, both in formulation and implementation; build the capacity of institutions responsible for climate surveillance, operationalize the system for monitoring, preventing and responding to the effects of climate change; while promoting corporate social responsibility. One of the objectives of Vision 2035 of the country is to strengthen climate change adaptation and mitigate the effects of climate change and ensure environmental management that assures sustainable and inclusive economic growth and social development. Cameroon has taken the lead to implement the sustainable development goals amongst which is goal 6 "ensure availability and sustainable management of water and sanitation for all" and goal 15 "Life and Land – protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forest, combat desertification, and halt and reverse land degradation and halt biodiversity loss".

The decentralisation process going on in Cameroon has given the regions powers and resources to ensure the sustainable development of their council areas. One of the sectors devolved to the regions is the environmental domain. This is in line with Prime Ministerial Decree No. 2012/0882/PM of 27<sup>th</sup> March 2012 laying down the procedures for the exercise of certain powers transferred by the State to regions on some environmental matters and presidential Decrees No. 2021/147 of 28 December 2021 to lay down conditions governing the exercise of some environmental protection powers devolved upon regions by the State.

#### 1.1.1 The existing Situation:

Most economic and developmental activities are being carried out in an inordinate manner thereby encroaching and exposing the environment to loss of biodiversity thus reducing the rate of ecosystem services they use to provide.

#### 1.1.2 Exposure of problem to be resolved:

The drawing up of the regional development plan is to solve the negative impacts of pollution, environmental deterioration and biodiversity loss due to economic and development activities. The



population will enjoy the diverse ecosystem services at all times and a conducive environment ensured for all despite human activities carried out.

## **1.2 JUSTIFICATION**

The high rate of environmental deterioration in our communities, increased in temperature and unpredictable rainfall has strong impact on human health, safe water availability and crop yields, there is therefore need to design activities in these communities to bring stability and equilibrium in the ecosystem. The North West region has observed a boom in economic and developmental activities as well as high disappearance of vegetation for the last decade due to firewood harvesting, clearing for agriculture and bushfires and unsustainable cattle rearing and crop production. Non orientated activities as construction in wetlands and land reclamation, poor waste disposal and deforestation contribute to depleting our environment. This has led to loss of biodiversity, medicinal plant, water scarcity, etc in the various communities especially when it comes to solving problem using nature based solutions. There is need for the restoration through the designing of an appropriate environmental action plan.

The environmental action plan shall present not only the level of environmental deterioration but the actions to be taken to avert them. It shall also be a developmental guide for both economic and development operators of the region.

## **2. OBJECTIVES AND EXPECTED IMPACTS FOR THE DRAWING UP OF THE NORTH WEST REGION ENVIRONMENTAL ACTION PLAN**

### **2.1 OBJECTIVES:**

#### **2.1.1 Global Objective**

The main Objective is to draw up the North West environmental action plan.

#### **2.1.2 Specific Objectives**

The specific objectives of the project are:

- Undertake review of the current Environmental Situation
- Identify actions and Draft up the Plan
- Consultation of stakeholders
- Finalisation and diffusion

### **2.2 EXPECTED RESULTS AND IMPACTS OF THE PROJECT**

#### **2.2.1 Results of the Project:**

The following results are expected of the project;

- Presentation of environmental situation of the region;
- State or present possible environmental actions of the region;
- Stakeholder consultation and presentation;
- Production of final regional environmental action plan.

#### **2.2.2 Impacts of the project**

- Soil protection and regeneration: stopping water and wind erosion, floods, restoring soil fertility and improving infiltration capacities in cultivated areas;

- Rangeland management: balancing use with natural regeneration, actively supporting regeneration with native rangeland species and managing grazing at a level that allows sustainable regeneration of grazed areas;
- Water management: safe waste water and sanitation, the management and regulation of drinking water and adaptation to seasonal shortages;
- Forest management: agreement on sustainable use intensity, the regulation and monitoring of extracted quantities of wood and reforestation and the maintenance of reforested areas through appropriate thinning, fire protection or protection from grazing;
- Waste management: waste prevention, recycling, collection and proper disposal.

### **3.0 METHODOLOGY**

The methodology will include: desk review of documents prior to the field mission, interviews with government counterparts, key stakeholders, local communities, field visits, meetings and interactions at local level, observations and analytical work. The preparation of both the action plans and implementation guidelines will, however, be undertaken simultaneously through iterative approaches and methodologies.

- Conduct desk reviews to identify and summarize the local community's' experiences, which will serve as inputs to both action plan and implementation guidelines. This review should focus on regional / local experiences and international, National, Regional and local practices (Regional to grass-root levels).

The literature reviews to draw lessons will consider relevant studies and program documents, including interviews and discussions with relevant key stakeholders;

- Prepare outline of the action plan and guidelines, including defining field visits and analytical studies;
- Field-based consultations and analytical studies at the same time for the preparation formulation of action plan and the preparation implementation guidelines.

The consultations and assessment will be complemented by focused group interviews of environmental stakeholders and local communities, to obtain a full picture of the environment and social situation and implementation modalities, etc;

Determine the contents of action plans and implementation guidelines based on the field diagnostics and field-based consultations, assessments and analytical works;

- Set result framework, including baseline and targets, and prepare action plan. Preparation of guidelines goes hand in hand with the action plan preparation;
- Consultation on the action plan and implementation guidelines to gather additional inputs and validate the actions;
- Preparation and submission of Regional Action Plans and Implementation Guidelines Documents.

### **4.0 BENEFICIARIES**

#### **4.1 Direct beneficiaries**

The direct beneficiaries are communities who shall benefit from the safe and conducive environment and the ecosystem services.



#### 4.2 Indirect beneficiaries

The indirect beneficiaries are the neighbouring towns and cities and visitors to the region together with the economic and development operators.

#### 4.0 SUMMARY DESCRIPTION OF THE PROJECT

##### 4.1 Summary Description of the Project

The project in question shall draw up the regional environmental action plan for the North West Region. This plan shall assess:

- Soil protection and regeneration;
- Water management;
- Forest management;
- Range land protection;
- Waste management.

During the evaluation, abatement measures shall have themes to reinforce the following:

- a) Enabling a Sustainable Community
- b) Environmental Education
- c) Green Procurement and Economic Development
- d) Sustainable Resource Management
- e) Enhancing Local Biodiversity

Environmental and social actions/measures that the region is currently implementing or plans to implement in order to reduce the environmental and health and safety impacts generated during economic, developmental and recreational. The following areas are addressed:

- Impacts on biodiversity, ecosystem services and sustainable use of living natural resources and measures to manage and mitigate these impacts;
- The environmental and social management arrangements of the project promoters to identify the environmental and social risks, impacts and opportunities associated with their activities and the mitigation measures for the risks and impacts to be managed;
- Protection of any cultural heritage that may be affected by any project;
- The applied pollution prevention and abatement measures and how efficient the resources are being used;
- Potential issues associated with economic, developmental and recreational activities and operation in particular that affect the local communities, their health, safety and security;
- Issues related to land acquisition, involuntary resettlement and economic displacement;
- Potential risks and impacts on Indigenous Peoples.
- Etc.

No	Action	Timetable/ deadline	Cost Estimate	Responsible Unit/ Department	Expected Effect	Implementati on status
Focus theme: Environmental and Social Management System						
Focus theme: Enhancing Local Biodiversity						
Focus theme: Enabling a Sustainable Community						
Focus theme: Environmental Education						
Focus theme: Green Procurement and Economic Development						
Focus theme: Sustainable Resource Management						
	Land acquisition, resettlemen t					

Note: Use as many rows and Focus Themes as needed

## 5.2 Description of the Project

Table 5.1 Technical Characteristics

SN	Action	Goal	Action table
01	Enabling a Sustainable Community	Drill communities on projects and actions	Activities taken by community
02	Environmental Education	Educate and sensitise communities on possible environmental problems and mitigation measures	Lessons to be taught Target population
03	Green Procurement and Economic	Establish partnerships with potential financial partner and civil society organisation and draw	Possible partnerships and acts



	Development	up acts on local environmental management	
04	Sustainable Resource Management	Ensure rational and sustainable use of natural resources and waste management (Water, Waste, Energy, Transport, etc)	Resource managers
05	Enhancing Local Biodiversity	Design and implement environmental actions that ameliorate ecosystem services	Restoration projects

## 5.2 Consistence of Work

### 5.2.1 The various works to be executed under this project are;

- Presentation of environmental situation of the region;
- State or present possible environmental actions of the region;
- Stakeholder consultation and presentation;
- Production of final regional environmental action plan.

### 5.2.2 Information of some sustainable local practices

The evaluation of some indigenous knowledge in addressing local environmental issues shall be taken in to consideration for easy acclimatisation and acceptance of the project. Indigenous knowledge and practices shall be highly valued and integrated in the project.

## 5.0. ELIGIBILITY OF THE CONTRACTOR

The contractor to execute this project must be accredited by Ministry of Environment, Protection of Nature and sustainable Development to carry out environmental evaluation.

## 6.0 PERSONNEL NECESSARY

Table 6.1: Description of the profile of the personnel

Post/Function	Minimum Qualification	Minimum working Experience	Duties/ responsibilities
Work supervisor	Environmentalism,	5Years	General coordination of project
Foreman	Environmentalism	3years	Technical follow-up of all stages of the project. Carryout assigned duties from the work supervisor
Assistants (6)	Environmentalists or sociologists	1 year	Assist the foreman in his duties

## 7.0 THE ROLE OF STAKEHOLDERS INVOLVE IN THE PROJECT EXECUTION

Table 7.1. The stakeholders involved in the execution of the project

S/N	Stakeholder	Functions
01	The President Regional Assembly	The authorising officer

02	The Regional Delegate of Environment, Protection of Nature and Sustainable Development	Control Engineer to ensure the implementation of the various steps of the project as prescribed and on time
03	The project Manager who is the Regional Assembly Development Officer	He ensures the follow up of the technical specificities of the project as spell out in the project document and finances
04	The Regional Chief of service for conservation, promotion and monitoring	Provide technical assistants in the project when need arises.
05	The Delegate of Public contract	ensure that the project is awarded on time
06	The Delegate of Planning and Economy	Ensure the follow-up of the physical and financial realisation of the project.

The President of the Regional Assembly who is the authorising officer, the Regional Delegate of Environment, Protection of Nature and Sustainable Development North West Region who is the control Engineer to ensure the implementation of the various steps of the project as prescribed. The project Manager who is the Regional Assembly Development Officer will ensures the follow up of the technical specificities of the project as spell out in the project document. The Regional Chief of service for conservation, promotion and monitoring will provide technical assistants in the project when need arises. The Delegate of Public contract will ensure that the project is awarded on time. The Delegate of Planning and Economy will ensure the follow-up of the physical and financial realisation of the project.

## 8.0 PROJECT TIME LINE

The project will be executed within a time frame of 6 months from the date of signing of the jobbing order if it is signed in the beginning of the rainy season and 12 months in case of the dry season.

**Table 8.1 Project Timeframe**

S/N	Activity	Duration
01	Signing and registration of contracts	1 week
02	Inventory and description of environmental situation of the region	6 weeks
03	State or present possible environmental actions of the region	6 weeks
04	Stakeholder consultation and presentation	3 weeks
05	Drawing up of final report and action plans	4 weeks
06	Prevalidation workshop	1 week
07	Production of final regional environmental action plan	4 weeks
08	Validation workshop	1 week
09	Submission of final regional environmental action plan	2 weeks
	<b>Total</b>	<b>28 weeks</b>



## UNIT PRICE LIST FOR THE PROJECT

N° Prix	DESIGNATION	Unit	PRICE IN FIGURES
	<b>SERIES 100: PROJECT EXPERTS</b>		
101	<b>WORKS SUPERVISOR</b> This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> <li>- Salary of the Works Supervisor comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions</li> <li>- This price shall be paid following effective daily input, and shall be paid 30 days a month. IT SHALL STAND AT .....FCFA</li> </ul>	MONTHS	
102	<b>FOREMAN</b> This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> <li>- Salary of the Foreman comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions</li> <li>- This price shall be paid following effective daily input, and shall be paid 30 days a month. IT SHALL STAND AT .....FCFA</li> </ul>	MONTHS	
<b>200</b>	<b>SERIES 200 : SUPPORT STAFF</b>		
201	<b>SIX (6) ASSISTANTS</b> This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> <li>- Salary of the six (6) assistants comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions</li> <li>- This price shall be paid following effective daily input, and shall be paid 30 days a month. IT SHALL STAND AT .....FCFA</li> </ul>	MONTHS	
202	<b>SECRETARY</b> This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> <li>- Salary of the Secretary comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions</li> <li>- This price shall be paid following effective daily input, and shall be paid 30 days a month. IT SHALL STAND AT .....FCFA</li> </ul>	MONTHS	
203	<b>DRIVER</b> This price shall be paid monthly and shall comprise: <ul style="list-style-type: none"> <li>- Salary of the Driver comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions</li> </ul> This price shall be paid following effective daily input, and shall be paid 30 days a month. IT SHALL STAND AT .....FCFA	MONTHS	
300	<b>Other Expenditures</b>		
301	General operation of the company	MONTHS	

**Document N°. 7**  
**BILL OF QUANTITIES**



## BILL OF QUANTITIES AND COST ESTIMATES

Serie N°	Description	Unit	Unit Price		
				QTY	Total amount in F.CFA
<b>Lot 100</b>	<b>Experts</b>				
101	Works Supervisor	Man/months		6.00	
102	Foreman	Man/months		6.00	
<b>Lot 200</b>	<b>Support Staff</b>				
201	Six (06) Assistants	Man/months		6.00	
202	Secretary	Man/months		6.00	
203	Driver	Man/months		6.00	
<b>Lot 300</b>	<b>Other Expenditures</b>				
301	General operation of the company	Man/months		6.00	
<b>Total All Taxes Exclusive</b>					
<b>AIR 2.2% or 5.5%</b>					
<b>NET PAYMENT</b>					
<b>VAT 19,25%</b>					
<b>TOTAL All Taxes Inclusive</b>					

**Document N°. 8**  
**SUB-DETAIL OF PRICES**



#### 4 SCHEDULE OF PRICE BREAKDOWN FOR UNIT PRICES

7C - DISTRIBUTION OF COST BY ACTIVITY									
SERIE N°	Description	1	2	3	4	5	6	7	9
		Basic Salary	Social Charges (CNPS, FEICOM, CFC) 25% de 1	Insurances 5% de 1	Overheads		Office 10% de 1		
					Medical 10% de 1	Site 10% de 1		Profit Margin 20% of 7	Amount
<b>Lot 100</b>	<b>EXPERTS</b>								
101	Works Supervisor								
102	Assistant No 1 Enviromentalist								
<b>Lot 200</b>	<b>SUPPORT STAFF</b>								
201	Civil Engineer								
202	cartographer								
203	Socio Economist								
204	Natural resource management expert								
<b>Lot 300</b>	<b>Secretariat</b>								
301	Secretary								

**Document N°. 9**  
**MODEL CONTRACT**



REPUBLIC OF CAMEROON  
Peace-Work-Fatherland  
.....  
NORTH-WEST REGIONAL ASSEMBLY  
.....  
REGIONAL EXECUTIVE ASSEMBLY  
.....  
PEACE-JUSTICE-UNITY-HARD WORK- SOLIDARITY  
.....



REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
.....  
ASSEMBLEE REGIONALE DU NORD-OUEST  
.....  
CONSEIL EXECUTIF REGIONAL  
.....  
PAIX-JUSTICE-UNITE-TRAVAIL-SOLIDARITE  
.....

CONTRACT N° \_\_\_\_\_ C//MINDEVEL/NWRA/NWRAITB/2024 OF .....2024

**AWARDED AFTER OPENED NATIONAL INVITATION TO TENDER  
N° \_\_\_\_/ONIT/NWRA/NWRAITB/2024 OF \_\_\_\_/\_\_\_\_/2024 FOR THE DRAWING UP,  
IMPLEMENTATION AND MONITORING OF REGIONAL ENVIRONMENTAL ACTION  
PLANS – NORTH WEST REGION BY EMERGENCY PRODECURE**

Project Owner: THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

**HOLDER :**

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

Business Registry N° \_\_\_\_\_ at  
Taxpayer's No. \_\_\_\_\_

**SUBJECT:** *Execution of* \_\_\_\_\_ *works;*

**PLACE** : \_\_\_\_\_

**EXECUTION DEADLINE:** \_\_\_\_\_ (\_\_\_\_) months

**AMOUNT IN CFA F:**

IAT	
EVAT	
VAT (19.25%)	
AIR (Income tax) (2.2%)	
Net to be paid	

**FINANCING** : *[indicate the source of financing]*

**BUDGET HEAD** : *[to be completed]*

SUBSCRIBED ON: \_\_\_\_\_  
SIGNED ON: \_\_\_\_\_  
NOTIFIED ON: \_\_\_\_\_  
REGISTERED ON: \_\_\_\_\_

**Between:**

The Government of the Republic of Cameroon, represented by The President of the North West Regional Assembly hereinafter referred to the "Contracting Authority"

**On the one hand,**

**And**

\_\_\_\_\_(enterprise)  
P.O. Box \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Business Registry No. \_\_\_\_\_  
Taxpayer's No. \_\_\_\_\_

Represented by M \_\_\_\_\_, its General Manager, hereinafter referred to as the "Contractor"

**On the other hand,**

Agree on the following:



## Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates





**Document N°. 10**

**FORMS AND MODELS TO BE USED BY  
BIDDERS**

## TABLE OF MODELS

- Annex N° 1: Model of declaration to Tender
- Annex N° 2: Model Bid
- Annex N° 3: Model Bid Bond
- Annex N° 4: Model Final Bond
- Annex N° 5: Model Retention fund (Guarantee Retention)
- Annex N° 6: Schedule framework
- Annex N° 7: Model attestation of site visit
- Annex N° 8: Model site visit report
- Annex N° 9: Model table of reference
- Annex N° 10: Model table of equipment



**Annex N° 1: MODEL OF DECLARATION TO TENDER**

**DECLARATION OF THE INTENTION TO TENDER**

I the undersigned, .....(indicate the name and capacity of signatory), Nationality .....Representing the ..... company or enterprise or group with head office at ..... registered in the trade register of ..... Under the number .....  
In my capacity as .....of .....  
PO box....., hereby acknowledge receipt of the file for Opened National Invitation to Tender N° ..... for the .....

And hereby declare my intention to tender for the said contract.

Done at .....

Signature of .....  
In the capacity of .....  
Duly authorized to sign the tenders on behalf of .....

## Annex N° 2: MODEL BID LETTER

I the undersigned, .....(indicate the name and capacity of signatory)  
Representing the ..... company or enterprise or group with head office at  
..... registered in the trade register of ..... Under the number .....

Having taken cognizance of all the documents featured or mentioned in the Tender file: Opened National Invitation to Tender No \_\_\_/ONIT/NWRA/NWRAITB/2024 of \_\_\_/\_\_\_/2024 **for the drawing up, implementation and monitoring of Regional environmental action plans – North West Region by emergency procedure** after having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender at ..... (in figures and words) CFAF exclusive of VAT and at ..... ( in figures and in words) CFAF inclusive of all taxes.
- I pledge to execute the works within a deadline of ..... months.
- I pledge to maintain my offer for a duration of **Ninety (90)** days from the deadline of submission of tenders;

The Contracting Authority shall pay the sums due for this Contract by crediting Account N°:..... opened in ..... Bank ..... Branch.

Prior to the signing of the Contract, this tender accepted by you shall constitute an agreement between us.

Done at .....

Signature of .....

In the capacity of .....

Duly authorized to sign the tenders on behalf of  
.....



### Annex N° 3: MODEL BID BOND

**Bank:**

**Reference No.** .....

Addressed to the Contracting Authority: The President of the North West Regional Assembly

Whereas the undertaking ..... Hereinafter referred to as the "bidder" has submitted his tender on ..... for Opened National Invitation to Tender No \_\_\_\_/ONIT/NWRA/NWRAITB/2024 of \_\_\_\_/\_\_\_\_/2024 **for the drawing up, implementation and monitoring of Regional environmental action plans – North West Region by emergency procedure**, hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to .....CFAF.

We ..... (name and address of the bank), represented by ..... (names of signatories), hereinafter referred to as "the Bank" hereby declare to guarantee payment to the Contracting Authority of the maximum sum of ....., that the bank pledges to pay in full to the Contracting Authority, bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or  
If the Bidder, having been notified of the award of the contract by the Contracting Authority during the period of Bid validity:

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract.

We undertake to pay the Contracting Authority an amount up to the maximum of the sum referred to above upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in its demand the Contracting Authority shall note that the amount claimed by him is due, 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 enter into force from the date of signature and from the date set by the Contracting Authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation, be submitted 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 .....

(Bank's signature

#### Annex N° 4: MODEL FINAL BOND

Bank: .....

Reference of the Bond N°: .....

Addressed to The President of the North West Regional Assembly “Contracting Authority”

Whereas ..... (Name and address of Contractor) hereinafter referred to “the Contractor”, pledge, in execution of the Contract, to carry out the services: Opened National Invitation to Tender N° \_\_\_\_/ONIT/NWRA/NWRAITB/2024 of \_\_\_\_/\_\_\_\_/2024 **for the drawing up, implementation and monitoring of Regional environmental action plans – North West Region by emergency procedure.**

Whereas it is stipulated in the Contract that the Contractor shall furnish the Contracting Authority a final bond of two percent (2%) of the amount of the Contract as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

Whereas we have agreed to provide the Contractor with this guarantee;

We, ..... (name and address of bank),

Represented by ..... (name of signatories)

hereinafter referred to as “the Bank”, and we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Contractor has not fulfilled his contractual obligations, without being able to defer the payment nor raise any contest for whatever reason, the sum of ..... (in letters and in words).

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the Provisional Reception of the works.

After this date the caution shall no longer be valid and shall be returned to us without any request on our part.

Any request for payment formulated by the Contracting Authority by virtue of this bond 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 and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at ..... on .....  
[signature of the bank]



**Annex N° 5: MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)**

Bank: .....

Reference of the Bond No: .....

Addressed to: The President of the North West Regional Assembly  
Hereinafter referred to as "The Contracting Authority"

Whereas ..... (name and address of Contractor) hereinafter referred to "the Contractor",  
pledge, in execution of the Contract, to carry out the works **for the drawing up, implementation and  
monitoring of Regional environmental action plans – North West Region by emergency procedure.**

Whereas it is stipulated in the Contract that the Guarantee Retention fixed at ten percent (10%) of the  
amount of the Contract may be replaced by a joint guarantee;

Whereas we have agreed to provide the Contractor with this guarantee;

We, ..... (name and address of bank),

Represented by ..... (name of signatories) and hereinafter referred to as  
"the Bank";

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the  
Contracting Authority for a maximum amount of ..... (in figures and in letters)  
corresponding to ten percent (10%) of the Contract amount.

And we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon  
his simple written request declaring that the contractor has not fulfilled his contractual obligations or is  
indebted to the Contracting Authority within the meaning of the contract, amended where need be, by its  
additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any  
sum(s) within the limits of the amount equal to ten percent (10%) of the total amount of the works  
featuring in the final detailed account, without the Contracting Authority having to prove or give the  
reasons nor the motive for the amount of the sum indicated above.

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of  
the final acceptance of the works and upon release issued by the Contracting Authority.

Any request for payment formulated by the Contracting Authority by virtue of this bond 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 and execution, be subject to Cameroon law. Cameroon  
courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at ..... on .....  
[signature of the bank]

## ANNEX N° 6: SCHEDULE FRAMEWORK

### Note on the presentation of schedules

The quantities, daily outputs, the duration of execution of works and the slowdowns or even the due interruptions must be clearly brought out in the schedules.

The financial schedules resulting from the schedules of works must indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.



**Annex N° 7: MODEL ATTESTATION OF SITE VISIT**

**LETTER HEAD HERE**

**TO WHOM IT MAY CONCERN**

**ATTESTATION OF SITE VISIT**

This is to testify that Mr

.....  
Manager/Technical Director/Engineer of

.....  
Has effectively visited the site for

.....  
.....  
..... in view to tender for the said project.

This attestation is issued to serve the purpose for which it is intended for.

## Annex N° 8: MODEL SITE VISIT REPORT

### I) INTRODUCTION

TENDER N° .....

NAME OF THE ENTERPRISE: .....

DATE: .....

### II) COMMENTARY

1- Nature of the project site:

2- Accessibility to the project site:

3- Vegetation:

4- Topography of the site:

### III) AVAILABILITY OF SERVICES

### IV) AVAILABILITY OF MATERIALS

### V) DIFFICULTIES

### VI) CONCLUSION



**Annex N° 9: MODEL TABLE OF REFERENCE**

**LIST OF EXECUTED BY THE COMPANY**

N°	YEAR	NAME OF THE PROJECT	NAME OF THE PROJECT OWNER AND TELEPHONE NUMBER	CONTRACT AMOUNT	CONTRACT DURATION	DATE OF ACCEPTANC E

DONE ON .....AT .....  
By.....  
SIGNATURE .....

**Annex N° 10: MODEL TABLE OF EQUIPMENT**

**LIST OF EQUIPMENT AND MATERIALS AVAILABLE FOR THE  
(project name) .....**

N°	DESIGNATION OF THE EQUIPMENT	DESCRIPTION, MARK	AGE AND STATE	NUMBER AVAILABLE	OWNER OR NOT

DONE ON .....AT .....  
Mr.....  
SIGNATURE .....



**Document N°. 11**  
**PRELIMINARY STUDIES**

## Note on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, prior to commencing the procedure to award Contracts or refer to the competent Tenders Board, ensure that draft Tender Files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

### Annex N°. 7: Justification of preliminary studies

1. Attach the preliminary studies.
2. Indicate
  - 2.1. The date studies were carried out;
  - 2.2. The name of the Public or private Project Manager
  - 2.3. References of the Contract, if Private Manager carried it out;
- 2.4. If maintenance works
  - 1.4.1 Description of the studies;
  - 1.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
- 1.5 Rehabilitation or new works
  - 1.5.1 Are quantities in the quotations the same as those of the studies?
  - 1.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
  - 1.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the Tender File.

- *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*



**Document N°.12**

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

## **I- BANK**

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.



## PLANS