



## REPUBLIC OF CAMEROON

Peace - Work - Fatherland

BAMENDA CITY COUNCIL  
C2D PROGRAM «REGIONAL CAPITALS»  
LOCAL COORDINATION UNIT

### RESTRICTED CALL FOR TENDER FILE

#### "REQUEST FOR PROPOSAL"

#### CONTRACTING AUTHORITY

THE CITY MAYOR OF THE BAMENDA CITY COUNCIL

#### CONTRACTING COMMISSION

#### INTERNAL TENDERS BOARD

#### RESTRICTED INTERNATIONAL INVITATION TO TENDER

N° 001 //RIIT/BCC/C2D/ITB/CCCM-BEC/2025 of 12 April 2025

FOR THE RECRUITMENT OF A TECHNICAL DESIGN OFFICE FOR THE COMPLETE PROJECT MANAGEMENT OF CONSTRUCTION AND REHABILITATION PROJECTS FOR LOCAL SPORTS FACILITIES IN THE CITY OF BAMENDA AS PART OF THE REGIONAL CAPITALES SPORT PROGRAMME "SPORCAP".

#### FINANCING:

FRENCH DEVELOPMENT AGENCY (AFD): French Government grant for the SPORAP Program for consultant services

STATE OF CAMEROON: Counterpart Fund for taxes and duties

#### CHARGE:

FOR CONSULTANT SERVICES: AFD CCM CONVENTION 1819 01 T of June 12, 2024

FOR TAXES: COUNTERPART FUNDS (FCP)

CLIENT : Bamenda City Council

Country: Cameroon

PROJECT: Sports Capitales Regionales "SPORCAP"

Issued on April 2, 2025

## Invitation letter

N° 007 //RIIT/BCC/C2D/ITB/CCCM-BEC/2025 of 02 MAI 2025

**FOR THE RECRUITMENT OF A TECHNICAL DESIGN OFFICE FOR THE COMPLETE PROJECT MANAGEMENT OF CONSTRUCTION AND REHABILITATION PROJECTS FOR LOCAL SPORTS FACILITIES IN THE CITY OF BAMENDA AS PART OF THE REGIONAL CAPITALES SPORT PROGRAMME "SPORCAP".**

Ladies and Gentlemen,

1. The City Mayor of the Bamenda City Council (hereinafter referred to as "the Client") received from the AFD in accordance with resolution no. C20231311 of the AFD Foreign States Committee dated December 13, 2023 a grant in accordance with AFD CONVENTION N°CCM 1819 01T of June 12, 2024 and intends to allocate part of the financing to payments relating to the Contract for which this request for proposal is issued.

The Client requests now proposals for the provision of the following consultancy services: Recruitment of a Technical Studies Office for the complete project management of construction and rehabilitation projects for local sports facilities in the city of Bamenda within the framework of the Regional Capitals sports program "SPORCAP".

2. For further information on the "Services", please refer to the attached Terms of Reference (Section VII).
3. The shortlist is as follows:

SN	Consultant	LOT	Addresses
1	BAMBUIY ENGINEERING SERVICES AND TECHNIQUES		BP: 425-Bamenda Tel: 677-936-926,661-126-126 <a href="mailto:BambulyEngineering@yahoo.com">BambulyEngineering@yahoo.com</a>
2	LE COMPETING BET BP 7214 YAOUNDE		BP: Yaoundé:7214 Tel: 678 50 81 95 / 656 37 01 30 <a href="mailto:fumagho@yahoo.fr">Email: fumagho@yahoo.fr</a>
3	WILLIAMS FRU AND PARTNERS		BP: 814 Bamenda Tel: 655 619 647/621 501 500 <a href="mailto:BETWFpartners@outlook.com">BETWFpartners@outlook.com</a>

4. This invitation cannot be transferred to another company.
5. A complete set of this Request for Proposals (RFP) may be viewed and withdrawn upon presentation of the letter of invitation at the office of the Coordinator of the Local Coordination Unit situated behind the Regional Delegation of Housing and Urban Development Bamenda.
6. The Request for Proposals (RFP) includes the following sections:
  - Section I – Instructions to Consultants (IC)
  - Section II - Specific Data
  - Section III-1 - Administrative file – Standard forms
  - Section III-2 - Technical Proposal –Typical tables
  - Section IV - Financial Proposal–Typical tables
  - Section V – Eligibility Criteria
  - Section VI – AFD Rules – Fraudulent and Corrupt Practices – Environmental and Social Responsibility
  - Section VII - Terms of Reference (ToR)
  - Section VIII - Contract Conditions and Forms
  - Annexes.

- a) Please kindly let us know no later than 06 MAY 2025 in writing to the City Mayor of the Bamenda City Council or by email to the following email addresses: lcuc2drcbamenda@gmail.com. That you have received this letter of invitation; and
- b) If you will be submitting a Proposal alone or if, in order to enhance your experience, you request permission to partner with one or more other companies as described in Section II, Specific Data 14.1.1.
7. Proposals must be accompanied by a declaration on the tender security duly completed and signed by the present authorization holder.
8. Proposals must reach the Secretariat of the Internal Public Procurement Commission of the Urban Community of Bamenda located next to the meeting room of the General Secretariat of said Urban Community no later than 12 JULY 2025 [42 days after publication] at 11:00 a.m. as described in Section I, IC 17.7 and IC 17.9.
9. The start of these services is planned for June 2025.
10. Further information can be obtained during working hours from the Local Projects Unit of the Urban Community of Bamenda, email lcuc2drcbamenda@gmail.com.

Please accept, Ladies and Gentlemen, the assurance of my highest consideration.

Copy:

- MINMAP/NORTH WEST
- BAMENDA CITY COUNCIL
- ARMP/NORTHWEST
- CIPM/BCC
- CCCM-BEC
- AFD
- Display



THE CITY MAYOR  
BAMENDA CITY COUNCIL

  
ACHOBONG TAMBENG Paul



## Lettre d'invitation

N° 807 /AOIR/CUB/C2D/CIPM/CCCM-BEC/2025 of the 02 MAI 2025

**Recrutement d'un Bureau d'Etudes Techniques pour la maîtrise d'œuvre complète des projets de construction et de réhabilitation d'infrastructures sportives de proximité dans la ville de Bamenda dans le cadre du programme sportif des Capitales Régionales « SPORCAP »**

Messieurs, Mesdames,

1. Le Maire de la Ville de Bamenda (ci-après nommé "le Client") a reçu de l'AFD conformément à la résolution n° C20231311 du comité des Etats Etrangers de l'AFD en date du 13 décembre 2023 une subvention conforme à la N°CONVENTION AFD CCM 1819 DIT du 12 juin 2024 et entend affecter une partie du financement aux paiements relatifs au Contrat pour lequel la présente demande de proposition est émise.

Le Client sollicite maintenant des propositions en vue de la fourniture des services de consultants ci-après : **Recrutement d'un Bureau d'Etudes Techniques pour la maîtrise d'œuvre complète des projets de construction et de réhabilitation d'équipements sportifs de proximité dans la ville de Bamenda dans le cadre du programme sport Capitales Régionales « SPORCAP ».**

2. Pour de plus amples renseignements sur les « Services », veuillez consulter les Termes de Référence joints (Section VII).
3. La liste restreinte se présente comme suit :

SN	Consultant	PARCELLE	Adresses
1	SERVICES ET TECHNIQUES D'INGÉNIERIE BAMBUIY		BP ; 425-Bamenda Tél ; 677-936-926,661-126-126 <a href="mailto:BambuivEngineering@yahoo.com">BambuivEngineering@yahoo.com</a>
2	LE COMPETING BET BP 7214 YAOUNDE		BP ; Yaoundé:7214 Tél: 678 50 81 95 / 656 37 01 30 <a href="mailto:fumiagho@yahoo.fr">Courriel : fumiagho@yahoo.fr</a>
3	WILLIAMS FRU ET ASSOCIÉS		BP : 814 Bamenda Tél : 655 619 647/621 501 500 <a href="mailto:BETWFpartners@outlook.com">BETWFpartners@outlook.com</a>

4. Cette invitation ne peut être transférée à une autre société.
5. Un jeu complet de la présente Demande De Propositions (DDP) peut être consulté et retiré sur présentation de la lettre d'invitation au bureau du Coordonnateur de la cellule Locale de suivi située derrière la Délégation Régionale de MINDHU Northwest
6. La Demande De Propositions (DDP) comprend les sections suivantes :
- Section I – Instructions aux Consultants (IC)
  - Section II - Données particulières
  - Section III-1 - Dossier administratif – Formulaire-types
  - Section III-2 - Proposition Technique – Tableaux types
  - Section IV - Proposition Financière – Tableaux types
  - Section V – Critères d'éligibilité
  - Section VI – Règles de l'AFD – Pratiques frauduleuses et de corruption - Responsabilité Environnementale et Sociale
  - Section VII - Termes de Référence (TdR)
  - Section VIII - Conditions du Contrat et Formulaire
  - Annexes.



- c) Veuillez avoir l'obligeance de nous faire savoir au plus tard le 06 MAI 2025 par écrit adressé au Maire de la Ville de Bamenda ou par courriel aux deux adresses e-mails suivantes : [lcuc2drcbamenda@gmail.com](mailto:lcuc2drcbamenda@gmail.com). Que vous avez reçu la présente lettre d'invitation ; et
- d) Si vous soumettez une Proposition seul ou si, afin d'augmenter votre expérience, vous sollicitez l'autorisation de vous associer avec une ou d'autres sociétés tel que décrit dans la Section II, Données particulières 14.1.1.
7. Les propositions doivent être accompagnées d'une déclaration sur la garantie de soumission dûment remplie et signé par le présentant habilité.
8. Les propositions devront parvenir au Secrétariat de la Commission Interne de Passation des Marchés Publics de la Communauté Urbaine de Bafoussam sis à côté de la salle des réunions du Secrétariat Général de ladite Communauté Urbaine au plus tard le 12 JUIN 2025 [42 jours après publication] à 11h00 tel que décrit dans la Section I, IC 17.7 et IC 17.9.
9. Le démarrage de ces services est prévu en Mai 2025.
10. Des compléments d'informations peuvent être obtenues aux heures ouvrables à la Cellule Locale des Projets de la Communauté Urbaine de Bafoussam, courriel [lcuc2drcbamenda@gmail.com](mailto:lcuc2drcbamenda@gmail.com).

Veillez agréer, Mesdames, Messieurs, l'assurance de ma considération distinguée.

Copie :

- MINMAP/NORD OUEST
- CU BAMENDA
- ARMP/NORD OUEST
- CIPM/CUB
- CCCM-BEC
- AFD
- Affichage



LE MAIRE DE LA  
COMMUNAUTE URBAINE DE BAMENDA

  
ACHOBONG TAMBENG Paul

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## PART ONE

## Section I Instructions to Consultants

## A. General Provisions

## 1 Definitions

- 1.1 "AFD" means the French Development Agency (AFD).
- 1.2 "Affiliate(s)" means a person or entity that directly or indirectly controls, or is controlled by, the Consultant, or is controlled by an entity that also controls the Consultant.
- 1.3 "Other Personnel" means one or more professionals provided by the Consultant or a Subcontractor, assigned to the performance of the Services in whole or in part under the Contract, and whose CVs are not evaluated on an individual basis.
- 1.4 "Client" means the executing agency with which the selected Consultant signs the Service Contract.
- 1.5 "Consultant" means the legal person or entity that may provide or provides the Services to the Client under the Contract.
- 1.6 "Contract" means the contract signed by the Client and the Consultant and all annexed documents listed in Article 1, namely the General Conditions (GC), the Special Conditions (SC) and the Annexes.
- 1.7 "RFP" means the Request for Proposals to be established by the Client to select Consultant.
- 1.8 "Specific Data" means that part of the Instructions to Consultants (IC), Section II used to describe country- and mission-specific circumstances and arrangements, and supplements (but does not replace) the provisions of the IC.
- 1.9 "Applicable Law" means all laws and regulations in force in the Client's country or any other country designated in the Specific Data.
- 1.10 "Grouping" means a formal or informal association of more than one Consultant, whether or not having a legal personality distinct from that of the members constituting it, in which one of the members, called the agent, represents all the members of the Grouping and who is jointly and severally liable for the performance of the Contract vis-à-vis the Client.
- 1.11 "IC" (this Section I of the RFP) means the Instructions to Consultants intended to provide shortlisted Consultants with all information necessary to prepare their Proposal.
- 1.12 "Day" means a calendar day.
- 1.13 "IL" means the Invitation Letter sent by the Client to the Consultants on the shortlist.
- 1.14 "Personnel" means collectively the Key Personnel and Other Personnel of the Consultant, Subcontractors or members of the Group.
- 1.15 "Key Personnel" means one or more experts provided by the Consultant or a Subcontractor, whose professional qualifications, know-how, knowledge and experience are essential to the performance of the Services under the Contract, and whose CVs are taken into account for the technical evaluation of the Consultant's Proposal.



- 1.16 "**Proposal**" means the Consultant's Technical Proposal and Financial Proposal.
- 1.17 "**Services**" means the services to be provided by the Consultant under the Contract.
- 1.18 "**Subcontractor**" means any natural or legal person with whom the Consultant enters into an agreement with a view to subcontracting part of the services, the Consultant remaining liable to-his-vis-à-vis the Client throughout the execution of the Contract.
- 1.19 "**ToR**" (Section VII of the RFP) means the Terms of Reference defining the objectives, scope of services, activities and tasks to be performed, the respective responsibilities of the Client and the Consultant, as well as the expected results and deliverables of the Services.

## 2 Introduction

- 2.1 The Client designated in the **Specific Data** selects a Consultant from among those whose names appear in the Invitation Letter, in accordance with the selection method indicated in the **Specific Data**.
- 2.2 The Consultants on the shortlist are invited to submit a Technical Proposal and a Financial Proposal for the Services defined in the Data Sheet. The Proposal will serve as a reference for the negotiation and signing of the Contract with the selected Consultant.
- 2.3 Consultants shall take into account the Applicable Law in preparing their Proposal and may, where appropriate, attend the preparatory conference for the submission of Proposals, if the **Specific Data** provides for one. Consultants are not required to attend this preparatory conference and, if they do so, they shall bear all costs necessary for their participation.
- 2.4 The Client shall provide in a timely manner, at no cost to the Consultants, the information relating to the Services and the reports necessary for the preparation of the Proposals, as indicated in the **Specific Data**.

## 3 Conflict of Interest

- 3.1 The Consultant is required to provide objective and impartial professional advice, to serve the interests of his Client above all else in all circumstances, to ensure that when providing advice there is no conflict with other activities and with the interests of his company, and to act without consideration of a potential future assignment.
- 3.2 The Consultant has the obligation to inform the Client of any current or potential conflict of interest situation that could make it impossible for the Consultant to serve the Client's best interests. Failure to inform the Client of the existence of such situations may result in the Consultant's Proposal being rejected or the Consultant's contract being terminated.
- 3.3 Without limitation to the general nature of the foregoing and subject to the details provided in the **Specific Data**, the Consultant will not be engaged in the circumstances stipulated below:

### 3.3.1 Incompatible activities

- 3.3.1.1 Conflict between consultancy activities and the provision of goods, equipment, works or services (other than consultancy services): a company that has been engaged by the Client to carry out work or provide goods, equipment or services (other than consulting services) for a project, and all companies Affiliated with it, shall not provide consulting services in relation to such goods, equipment, work or services. Similarly, a company engaged to provide consulting services for the preparation or execution of a project, and all companies Affiliated with it, shall not subsequently be permitted to carry out work or provide goods, equipment or services (other than consulting services) that are a continuation of or directly related to consulting services previously provided.

### 3.3.2 Incompatible missions

- 3.3.2.1 Conflict between consultant missions: a Consultant (including its Personnel and Subsidiaries)-contractors) or any of the firms affiliated with them may be engaged for a mission which, by its nature, risks proving incompatible with another of their consulting missions on behalf of the same client or another client.

### 3.3.3 Incompatible relationships

- 3.3.3.1 Relationship with Client Staff: a Consultant (including its Personnel and Subcontractors) who has a close business or family relationship with a member of the Client's personnel who is directly or indirectly involved in (i) the preparation of the Terms of Reference for the Services, (ii) the selection process for the said Contract or (iii) the supervision of the same Contract, may not be awarded a Contract unless the conflict arising from this relationship has been resolved in a manner acceptable to AFD for the duration of the selection process and the execution of the Contract.

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| 4 | Unfair competitive advantage | 4.1 | To ensure fairness and transparency in the selection process, Consultants or their Affiliates competing for a specific assignment must not benefit from a competitive advantage by virtue of having provided consulting services related to the assignment in question. To this end, the Client must include in the <b>Specific Data</b> and communicate to all consultants on the shortlist, together with the Request for Proposals, all information that would give a Consultant a competitive advantage in this respect. |
| 5 | Prohibited practices         | 5.1 | AFD requires that the selection procedure and the execution of the Contract comply with AFD rules regarding prohibited practices, as described in Section VI.  |
|   |                              | 5.2 | Under this principle, the Consultants (including their Personnel and their Subcontractors) must authorize the AFD to examine the accounting documents and records and any other document relating to the submission of the Proposal and the execution of the contract (in the event of award), and to submit them for verification to auditors designated by the AFD.  |



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| 6 | <b>Eligibility</b> | <p>6.1 AFD authorizes Consultants (consulting firms, including Groups and their members) from any country, subject to eligibility for financing as defined in Section V, to provide consulting services within the framework of projects that it finances.</p> <p>6.2 It is the Consultant's responsibility to ensure that its Personnel, Group members, Subcontractors, agents (declared or not), service providers, suppliers, and/or their employees meet the eligibility requirements defined by the AFD in Section V.</p> <p>6.3 Government officials and civil servants may not be engaged as Personnel in the Consultant's Proposal unless such engagement is in accordance with Applicable Law and (i) they are on leave without pay, have resigned or are retired; (ii) they are not engaged by the organization for which they worked immediately prior to their leave without pay, resignation or retirement; and (iii) their employment does not give rise to a conflict of interest.</p> |
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#### B. Preparation of Proposals

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| 7  | <b>General considerations</b>                 | 7.1 When preparing the Technical Proposal, the Consultant must have examined the RFP in detail. If the information required by the RFP is incomplete or incorrect, the Proposal may be rejected.  |
| 8  | <b>Proposal Preparation Costs</b>             | 8.1 The Consultant shall bear all costs incurred in preparing and presenting its Proposal, and the Client shall not be liable for or responsible for such costs, regardless of the conduct or outcome of the selection process.   |
| 9  | <b>Language</b>                               | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal, exchanged between the Consultant and the Client will be drawn up in the language indicated in the <b>Specific Data</b> .  |
| 10 | <b>Constitutive documents of the Proposal</b> | <p>10.1 The Proposal must contain all documents and forms listed in the <b>Specific Data</b>.</p> <p>10.2 The Consultant shall provide information on any commissions and fees paid or to be paid to agents in connection with the Proposal and the performance of the contract if awarded to the Consultant.</p>   |
| 11 | <b>Only One Proposal</b>                      | 11.1 Consultants may submit only one Proposal, either in their own name or as a Joint Venture. If a Consultant (including a member of a Joint Venture) submits or participates in several Proposals, these will be eliminated. However, this does not exclude the participation of the same Subcontractor, including individual experts, in more than one Proposal unless otherwise stipulated in the <b>Specific Data</b> .  |
| 12 | <b>Validity of Proposals</b>                  | <p>12.1 The Proposal must be valid for the number of days indicated in the <b>Specific Data</b> from the deadline for submission of Proposals.</p> <p>12.2 During this period, the Consultant shall maintain its initial Proposal without any changes, including the proposed Key Personnel, rates and total price proposed.</p> <p>12.3 If it is established that any Key Personnel named in a Consultant's Proposal were not available at the time of submission of the Proposal, or were named without such Key Personnel having confirmed their agreement to be included in such Proposal, the Proposal will be rejected and will not be evaluated.</p> <p>12.4 <u>Extension of the validity period</u></p> <p>12.4.1 The Client will use its best efforts to complete the negotiations within the validity period of the Proposal. However, if necessary the Client may request in writing the Consultants</p> |



who have submitted a Proposal to extend the validity of their Proposal.

12.4.2 If the Consultant agrees to extend the period of validity of its Proposal, it must do so without modifying its initial Proposal and must confirm the availability of Key Personnel.

12.4.3 The Consultant has the right to refuse the extension of the validity of its Proposal, in which case the latter will not be further considered.

12.5 Replacement of Key Personnel upon extension of the validity period

12.5.1 If a Key Personnel is no longer available during the period of extension of the Proposal, the Consultant shall provide written justification and evidence to the satisfaction of the Client, in support of the replacement request. In such a case, the proposed replacement shall have qualifications and experience similar to or superior to those of the initial Key Personnel. However, the technical score shall remain that awarded during the evaluation of the CV of the initially proposed Key Personnel.

12.5.2 If the Consultant does not propose a replacement with qualifications and experience similar to or superior to those of the initial Key Personnel, or if the reasons and/or justifications provided in support of the replacement request are not acceptable to the Client, its Proposal will be rejected.

12.6 Subcontracting

12.6.1 The Consultant may not subcontract all of the Services.

13 Clarifications and amendments to the RFP

13.1 The Consultant may obtain clarifications on any part of the RFP no later than the number of days before the deadline for submission of Proposals specified in the Data Sheet. The request for clarification must be sent in writing, or by electronic means, to the Client's address specified in the Data Sheet. The Client will respond in writing, or by electronic means, to any request for clarification received. It will send a copy of its response (stating the question asked but not naming the author) to all Consultants on the shortlist. In the event that the Client deems it necessary to amend the RFP after the clarifications have been provided, it will do so in accordance with the procedure set out below:

13.1.1 At any time prior to the deadline for submission of Proposals, the Client may amend the RFP in writing or by electronic means. The amendment will be sent to all Consultants on the shortlist and will be binding. Consultants on the shortlist will be required to acknowledge receipt of any amendment in writing.

13.1.2 If the modification is major, and in order to give the Consultants on the shortlist sufficient time to take it into account in their Proposal, the Client will extend the deadline for submission of Proposals.

13.2 The Consultant may submit an amended Proposal or modification at any time prior to the submission deadline. No amendment to the Technical Proposal or Financial Proposal will be accepted after the submission deadline.

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| 14 | <b>Preparation of Proposals – Specific Remarks</b>  | <p>14.1 In preparing the Proposal, the Consultant shall pay particular attention to the following considerations:</p> <p>14.1.1 A Shortlisted Consultant who believes that it can enhance the expertise required for the Services by associating with one or more Consultants in a Joint Venture may do so with (i) one or more Consultants not on the Shortlist, or (ii) one or more Consultants on the Shortlist if permitted in the Data Sheet. A Joint Venture with a Consultant not on the Shortlist will require the Client's approval. When associating with a Consultant not on the Shortlist in a Joint Venture, the Consultant on the Shortlist shall be the Principal. If Consultants on the Shortlist associate with each other, any one may be the Principal.</p> <p>14.1.2 The Client may provide an estimate of the Key Personnel's working time (expressed in expert-months) or an estimate of the cost of the Services (but not both) in the <b>Specific Data</b>. However, the Proposal must be based on the Consultant's estimate of the personnel's working time.</p> <p>14.1.3 If specified in the <b>Specific Data</b>, the Consultant must include in its Proposal at least the duration of the Key Personnel's service (expressed in the same unit of measurement as stipulated in the <b>Specific Data</b>), failing which the Financial Proposal will be rejected.</p> <p>14.1.4 In the case of a selection method within a fixed budget, no estimate of the working time of key personnel is indicated. The total budget available is indicated in the <b>Specific Data</b> (specifying whether the amount indicated is inclusive of all taxes or exclusive of taxes) and the Financial Proposal must not exceed this budget.</p> |
| 15 | <b>Format and content of the Technical Proposal</b> | <p>15.1 The Technical Proposal must not include any financial information. A Technical Proposal containing material financial information will be declared non-compliant.</p> <p>15.1.1 The Consultant is not authorized to propose replacement Key Personnel. Only one CV per Key Personnel will be submitted. Otherwise, the Proposal will be declared non-compliant.</p> <p>15.1.2 Variants are not allowed.</p> <p>15.2 The Technical Proposal will be prepared using the forms provided in Section III of the RFP.</p>  |
| 16 | <b>Financial proposal</b>                           | <p>16.1 The Financial Proposal shall be prepared using the forms attached in Section IV of the RFP. It shall indicate all costs relating to the Services, including (a) the remuneration of Key Personnel and Other Personnel, (b) other costs mentioned in the <b>Specific Data</b>.</p> <p>16.2 <u>Price revision</u></p> <p>For missions lasting more than 18 months, price revision may be authorized as indicated in the <b>Specific Data</b>.</p> <p>16.3 <u>Taxes</u></p> <p>The Financial Proposal shall separately present the taxes, duties (including social security contributions), fees and other fiscal charges applicable in the Client's country, under the Applicable Law on Consultants, Subcontractors and Personnel (other than nationals or permanent residents of the Client's country), as specified in the Data Sheet. The Consultant and its Subcontractors and Personnel shall bear</p>   |



the tax obligations arising from the Contract, unless otherwise specified in the Data Sheet. Information on the tax regime in force in the Client's country is provided in the Data Sheet.

#### 16.4 Currency of the Proposition

The Consultant may state the price of the Services in the currency(ies) indicated in the **Specific Data**. If indicated in the **Specific Data**, the portion of the price corresponding to costs incurred in the Client's country must be stated in the currency of the Client's country.

#### 16.5 Payment Currency

Payments under the Contract will be made in the currency(ies) stated in the Proposal.

### C. Submission, Opening and Evaluation of Proposals

#### 17 Filing, sealing and marking of Proposals

17.1 The Consultant shall submit a complete and signed Proposal, including all documents specified in Article 10 (Documents Constituting the Proposal). Submissions may always be submitted by mail or delivered in person. If permitted by the **Special Data**, the Consultant may, at its option, submit its Proposal electronically.

17.2 An authorized representative of the Consultant must sign and initial all pages of the original Technical and Financial Proposals. His or her authorization is confirmed by a written power of attorney attached to the Technical Proposal establishing that the representative has been duly authorized to sign.

17.2.1 A Group Proposal must be signed by all members, so as to bind them legally; or by an authorized representative having written power of attorney signed by the authorized representatives of all members of the Group.

17.3 Any modification, addition between the lines, deletion or overwriting, to be valid, must be signed or initialed by the person signing the Proposal.

17.4 The signed Technical Proposal and Financial Proposal must be marked "ORIGINAL" or "COPY", as the case may be. The number of copies requested is indicated in the **Special Data**. The copies must be copies of the signed original. In the event of any discrepancies between the copies and the original, the original shall prevail.

17.5 The original and all copies of the Technical Proposal must be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL, [name of Services]", Reference No., name and address of the Consultant, and a warning "DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING SESSION".

17.6 Similarly, the original and all copies of the Financial Proposal shall be placed in a sealed envelope marked "FINANCIAL PROPOSAL, [name of Services]", Reference No., name and address of the Consultant, and a warning "DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL".

17.7 These two sealed envelopes containing the Technical Proposal and the Financial Proposal will themselves be placed in a sealed outer envelope. This outer envelope must bear the address for submission of the Proposals, the reference number of the RFP, the name of the Services, the name and address of the Consultant, and a warning "DO NOT OPEN BEFORE THE OPENING SESSION OF THE TECHNICAL PROPOSALS".



- 17.8 If the envelopes and packages containing the Proposals are not sealed and marked as stipulated, the Client will not be liable if the Proposal is lost or opened prematurely.
- 17.9 The Proposal and any amendments must be received by the Client at the address and no later than the date and time specified in the **Special Data**, extended if necessary. A Proposal received by the Client after the deadline for submission of Proposals will be declared late, rejected and returned to the Consultant unopened.
- 18 Confidentiality**
- 18.1 From the opening of Proposals until the award of the Contract, the Consultant shall not contact the Client for any reason relating to the Technical Proposal and/or the Financial Proposal. No information relating to the evaluation of Proposals or the recommendation of award shall be disclosed to Consultants who have submitted a Proposal, or to any other person not concerned with the said procedure, until the award of the Contract has been published.
- 18.2 Any attempt by a shortlisted Consultant, or any person acting on behalf of the Consultant, to improperly influence the Client in the evaluation of Proposals or in the award decision may result in the rejection of its Proposal.
- 18.3 Notwithstanding the foregoing, between the time the Proposals are opened and the time the award of the Contract is published, if the Consultant wishes to contact the Client for any reason relating to the selection procedure, it must do so in writing.
- 19 Opening of Technical Proposals**
- 19.1 The Client shall open the Technical Proposals in the presence of the designated representatives of the consultants who wish to attend (in person, or online if this option is offered in the **Specific Data**). The date, time and address are indicated in the **Specific Data**. The Financial Proposals shall remain sealed and kept in a secure place until opened in accordance with Article 23.
- 19.2 When opening the Technical Proposals, the following information will be read aloud: (i) the name of the Consultant, or in the case of a Group, the name of the Group, that of the agent and the names of all members of the Group, (ii) the existence or not of a sealed envelope to contain the Financial Proposal, (iii) any amendment to the Proposal submitted before the submission deadline date and time, and (iv) any other information that the Client may deem useful to mention or as indicated in the **Specific Data**.
- 20 Evaluation of Proposals**
- 20.1 In accordance with Article 15.1, the persons responsible for evaluating the Technical Proposals shall have access to the Financial Proposals only after the technical evaluation has been completed.
- 20.2 The Consultant shall not be entitled to alter or modify its Proposal in any way after the deadline for submission, subject to the provisions of Article 12.7. In evaluating Proposals, the Client shall rely solely on the Technical Proposal and the Financial Proposal received.
- 21 Evaluation of Technical Proposals**
- 21.1 The evaluation committee appointed by the Client will evaluate the Technical Proposals on the basis of their compliance with the Terms of Reference and the RFP, using the criteria, sub-criteria and point system specified in the Data Sheet. Each compliant Proposal will receive a technical score. Proposals that fail to meet significant aspects of the RFP or receive a score lower than the minimum qualifying technical score specified in the Data Sheet will be rejected.
- 22 Financial proposals in case of selection**
- 22.1 With reference to the ranking of Technical Proposals, in the event of a Quality Based Selection Only (SQ5), the Consultant ranked first is

- based on quality only (SQS)
- invited to negotiate a Contract. Only the Financial Proposal of the Consultant ranked first is opened by the Client's evaluation committee. All other Financial Proposals will be returned unopened when the Contract negotiations have been successfully concluded and the Contract has been signed.
- 23 Opening of the Financial Proposals in public session (in the case of a selection method based on quality and cost (SFQC), within a fixed budget (SBD), or at the lowest cost (SMC))**
- 23.1** At the end of the technical evaluation, the Client shall notify Consultants whose Proposals were found not to be compliant with the RFP or Terms of Reference, or did not obtain the minimum technical qualification score (by providing them with the overall technical score) that their Financial Proposals will be returned to them unopened upon completion of the selection process and award of the Contract. The Client shall, at the same time, notify Consultants who obtained the minimum technical qualification score, and shall provide them with the location, date and time of the opening of the Financial Proposals. This date shall be set in such a way as to allow Consultants to make the necessary arrangements to attend the opening. The Consultant's participation in the opening of the Financial Proposals (in person, or online if this option is offered in the Data Sheet) is optional and is at the Consultant's discretion.
- 23.2** Financial Proposals shall be opened by the Client in the presence of representatives of the Consultants whose Proposals have obtained the minimum technical qualification score. At the time of opening, the name of the Consultant, the technical scores, and each total price proposed shall be read aloud and recorded in writing. The Client shall draw up minutes of the meeting and send copies to all Consultants who have submitted a Proposal.
- 24 Correction of errors**
- 24.1** Activities and items described in the Technical Proposal and not priced in the Financial Proposal will be deemed to be covered by the price of other activities or items, and no correction will be made to the Financial Proposal.
- 24.2 Contracts paid based on time spent**
- In the case of a time-based contract, the Client's evaluation committee will (a) correct any calculation errors and (b) correct the prices if they do not correspond to the data indicated in the Technical Proposal. If there is a contradiction (i) between a partial amount (or subtotal) and the total amount, or (ii) between the price obtained by multiplying the unit price by the quantities and the total price, or (iii) between the amount indicated in words and that in figures, the first will prevail. If there is a contradiction between the Technical Proposal and the Financial Proposal regarding the quantities, the Technical Proposal will prevail and the Client's evaluation committee will modify the quantity in the Financial Proposal to make it consistent with the quantity in the Technical Proposal, apply the corresponding unit price of the Financial Proposal to the corrected quantity, and correct the total price of the Proposal.
- 24.3 Fixed-rate contracts**
- In the case of a fixed-price contract, the Consultant shall be deemed to have included the price of everything necessary for the performance of the Services in its Financial Proposal, such that no correction of errors or price adjustments shall be made. The total price, exclusive of taxes as set out in Article 25, offered in the Financial Proposal (Form FIN-1) shall be deemed to be the price offered.



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| 25 | <b>Taxes and duties</b>                                      | 25.1 The Client's evaluation of the Consultant's Financial Proposal will be made excluding taxes and duties due in the Client's country in accordance with the provisions of the <b>Specific Data</b> .   |
| 26 | <b>Conversion to a single currency</b>                       | 26.1 For the purposes of evaluation and comparison, prices will be converted into a single currency, using the seller exchange rate, source and date indicated in the <b>Specific Data</b> .  |
| 27 | <b>Combined quality and cost assessment (SFQC, SBD, SMC)</b> | <p>27.1 In case of a quality and cost-based selection method (QCBS), the total score will be obtained by adding the technical and financial scores, after introducing a weighting according to the formula and the indications given in the Data Sheet. The Consultant having obtained the highest combined technical and financial score will be invited to negotiate a Contract.</p> <p>27.2 In the event of selection within a fixed budget (SBD), Proposals exceeding the budget indicated in Article 14.1.4 of the <b>Specific Data</b> will be rejected. The Client will select the Consultant whose technical Proposal is the highest ranked. This Consultant will be invited to negotiate the Contract.</p> <p>27.3 In case of a least-cost selection method (LCS), the Client will select from among the Consultants having obtained the minimum technical score, the Consultant offering the lowest evaluated price. This Consultant will be invited to negotiate the Contract.</p> |
| 28 | <b>Abnormally low financial proposal</b>                     | 28.1 If the Financial Proposal is twenty percent (20%) or more lower than the Client's estimate, and unless the Client can demonstrate that the estimate is incorrect, the Client shall request the Consultant to provide the sub-detailed price for any element of the Financial Proposal, for the purpose of establishing that these prices and quantified quantities are consistent with, on the one hand, the methodology, means, and schedule proposed, and, on the other hand, the Terms of Reference (ToR). Notwithstanding the provisions of Article 24.1 of the IC which shall not be applicable, if it turns out that inconsistencies are highlighted, the Financial Proposal shall be declared non-compliant and rejected.   |

#### D. Negotiations and Contract Award

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| 29 | <b>Negotiations</b> | <p>29.1 Negotiations take place at the address indicated in the <b>Specific Data</b> with the Consultant's representative who must have written authority to negotiate and sign the Contract on behalf of the Consultant.</p> <p>29.2 The Client draws up a negotiation report which is signed by the Client and the Consultant's authorized representative.</p> <p>29.3 <u>Availability of Key Personnel</u></p> <p>29.3.1 The Consultant invited to negotiate must confirm the availability of the Key Personnel prior to the start of negotiations, or if necessary, propose a replacement in accordance with Article 12. If the Consultant does not confirm the availability of the Key Personnel, the Client may reject the Consultant's Proposal and undertake to negotiate a Contract with the next Consultant in the ranking of Proposals.</p> <p>29.3.2 Notwithstanding the foregoing, replacement of Key Personnel during negotiations may be considered only in circumstances beyond the control of the Consultant and unforeseeable by the Consultant, including in the event of death or medical incapacity. In such event, the Consultant shall propose replacement Key Personnel within the time</p> |
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period specified in the letter inviting it to negotiate the Contract, with qualifications and experience similar to or superior to those of the initial Key Personnel.

#### 29.4 Technical negotiations

29.4.1 The negotiations include a discussion of the Terms of Reference, the proposed methodology, the services to be provided by the Client, the specific conditions of the Contract, and the finalization of the "Description of Services", which forms part of the Contract. These discussions shall not significantly modify the initial Terms of Reference, nor the conditions of the Contract, and may not in any way affect the ranking of the Proposals.

#### 29.5 Price negotiations

29.5.1 Financial negotiations will aim to clarify the Consultant's tax obligations in the Client's country and their consideration in the Contract.

29.5.2 If the selection method took into account price as a criterion for evaluating Proposals, the total price may not be negotiated for a Fixed Fee Contract.

29.5.3 In the case of Contracts remunerated by time spent, the remuneration of the Personnel may not be negotiated, except where the remuneration of the Personnel is proposed at levels significantly higher than those usually charged by the Consultants for similar Contracts. In such a case, the Client has the right to request clarification and, if the rates are very high, to request a reduction in the remuneration.

### 30 Conclusion of negotiations

30.1 The negotiations must end with the approval of the draft Contract by the Client and the Consultant.

30.2 If negotiations fail, the Client shall inform the Consultant in writing of the unresolved issues and grounds for disagreement and provide the Consultant with a final opportunity to respond. If the disagreement persists, the Client shall terminate the negotiations, inform the Consultant of all the reasons that led to this decision. The Client shall invite the next Consultant in the ranking of Proposals to negotiate a Contract. Negotiations with the first Consultant may not be resumed once negotiations with the next Consultant have been initiated.

30.3 The Client reserves the right to cancel the RFP procedure and reject any Proposals at any time prior to award of the Contract, without thereby incurring any liability to the Consultants.

### 31 Award of Contract

31.1 After completion of the negotiations, the Client must sign the Contract, publish information relating to the award, if applicable, and immediately notify the result of the selection to the other Consultants on the shortlist.

31.2 The Consultant will begin performance of the Services on the date and at the location specified in the **Specific Data**.

31.3 The evaluation will be that of the SFQC method

## Section II-Specific data

A. General Provisions	
IC 1.9	Applicable law: Republic of Cameroon
IC 2.1	<p><b>Client Name:</b> Bamenda Urban Community</p> <p><b>Project Manager:</b> City Mayor of the Bamenda City Council</p> <p><b>Address :</b> PO BOX 495 Mezam Bamenda, Tel: 237-3336-12-67 / +237-3336-13-13 Email: lcuc2drcbamenda@gmail.com</p> <p><b>Selection method:</b> selection based on quality and cost ("SFQC")</p> <p><b>Contract type:</b> The missions of the <b>Fixed Phase</b> (Technical studies) will be remunerated on a fixed price basis and the missions of the <b>Conditional Phase</b> (Supervision and Control) will be remunerated on the basis of time spent.</p>
IC 2.2	<p><b>The title of the Services is:</b> Complete project management of construction and rehabilitation projects for local sports facilities in the town of Bamenda as part of the Regional Capitals sports program "SPORCAP".</p> <p><b>Allocation:</b> This request for proposal relates to one (01) lot only.</p>
IC 2.3	<p>Preparatory conference for the submission of Proposals:</p> <p>Yes <input type="checkbox"/> Or No <input checked="" type="checkbox"/></p>
IC 2.4	<p><b>The Client shall provide the following project information, reports etc. to assist in the preparation of the Proposals:</b></p> <ul style="list-style-type: none"> <li>- <i>Urban plan feasibility studies</i></li> <li>- <i>Documentation on new development proposals.</i></li> <li>- <i>The Environmental and Social Management Framework (ESMF) and the Resettlement Policy Framework (RPF)</i></li> <li>- <i>Draft of ESIN ToRs for SPORCAP sites</i></li> <li>- <i>AMO B455 opinion note from the AMO Sport expert</i></li> <li>- <i>Draft version of the Gender Action Plan and Deliverables of the gender study (IBF)</i></li> <li>- <i>The client shall provide in case they exist, the following documents;</i> <ul style="list-style-type: none"> <li>• <i>The opinion note of the CCU on the suggestion of the AMO Sport expert;</i></li> <li>• <i>And any other document produced by the CCU necessary for the accomplishment of the objective of the project.</i></li> </ul> </li> </ul>
IC 3.2.1 Conflict of interest	<p>The following additional circumstances will be considered to constitute a conflict of interest:</p> <p>1- shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the conflict arising therefrom has been brought to the attention of the AFD and resolved to its satisfaction;</p> <p>2- have business or family relations with a member of the Contracting Authority's services involved in the selection process or the control of the resulting contract, unless the resulting conflict has been brought to the attention of the AFD and resolved to its satisfaction;</p> <p>3- control or be controlled by another bidder, be placed under the control</p>



	<p>of the same company as another bidder, receive subsidies from another bidder or award them to another bidder directly or indirectly, have the same legal representative as another bidder, maintain direct or indirect contacts with another bidder allowing us to have and give access to the information contained in our respective bids, to influence them, or to influence the decisions of the Contracting Authority;</p> <p>4- be engaged for a consultancy mission which, by its nature, risks proving incompatible with our missions on behalf of the Project Owner;</p>
<p>IC 4.1</p> <p>Unfair competitive advantage</p>	<p>Not applicable: No BET or group of BETs from the shortlist has carried out the feasibility studies for the sports infrastructure project and support for sports stakeholders in Cameroon (Bamenda, Bertoua, Garoua, Maroua and Bamenda)</p>
<p><b>B. Preparation of Proposals</b></p>	
<p>IC 9.1</p> <p>Language</p>	<p>The Proposal, as well as all correspondence and documents relating to the Proposal, exchanged between the Consultant and the Client will be written in French or English.</p>
<p>IC 10.1</p> <p>Constitutive documents of the Proposal</p>	<p>The Proposal must contain:</p> <p><b>1<sup>st</sup> inner envelope containing administrative documents:</b></p> <p>The administrative file will contain the following documents dated less than three (03) months preceding the date of submission of offers or having been established after the date of signature of the invitation to tender letter:</p> <ol style="list-style-type: none"> <li>1. Stamped letter of submission duly signed by the candidate (ADMIN-1) accompanied by the Declaration of Integrity (signed) and the Security Statement of Undertaking – Security which bidders/consultants shall be required to sign as part of a National Procurement Competition, and requests for quotations or direct contracting aimed at national companies: (to be added in the Letter of Bid or as an appendix to that letter). Failure to provide this document will result in the offer being rejected.</li> <li>2. Joint venture agreement if applicable (ADMIN-2);</li> <li>3. Power of attorney if applicable (ADMIN-3);</li> <li>4. Bank Attestation of the bidder issued by a bank accredited by MINFI;</li> <li>5. Attestation of Non exclusion from Public Contracts issued by ARMP</li> <li>6. Non-Bankruptcy issued by a court of first instance;</li> <li>7. Tax Clearance certificate and Tax Payers Card issued by the competent authority;</li> <li>8. National Social Insurance Fund attestation indicating the company is in line with social obligations;</li> <li>9. Status or/and Incorporation Certificate;</li> <li>10. Stamped Localisation Plan;</li> </ol> <p>In the event of a joint Venture, documents 1 to 4 will be presented for the representative while documents 5 to 10 will be presented for each entity of the Joint venture.</p> <p><b>2<sup>nd</sup> inner envelope containing the technical proposal:</b></p> <ol style="list-style-type: none"> <li>11. Technical Proposal Submission Form (TECH-1)</li> <li>12. Methodological note (TECH-2) of the study, control and supervision phases integrating the "advice on sports programming and management of sports equipment at all levels" approach</li> </ol>



	<p>13. Activity program and schedule of deliverables (TECH-3),</p> <p>14. Team composition, individual activities and contribution of key personnel (TECH-4),</p> <p>15. The Curriculum vitae (TECH-5) signed by the expert and the consultant accompanied by the following supporting documents:</p> <p>1.15.1.1. Copy of the required diploma,</p> <p>1.15.1.2. Certificate of registration with the national professional body governing his profession (if this body exists and if the expert practices in Cameroon),</p> <p>1.15.1.3. Contact details of persons who can certify the services and benefits provided (in accordance with the proposed CV model).</p> <p>16. List of hardware and software to be made available to the service (TECH-6)</p> <p>AND</p> <p><b>3rd inner envelope containing the Financial Proposal:</b></p> <p>17. Financial Proposal Submission Form (FIN-1)</p> <p>18. Price summary table (FIN-2)</p> <p>19. Unit price schedule (FIN-3)</p> <p>20. Breakdown or Sub-detailing of prices (FIN-4)</p>
IC 11.1	<b>The participation of the same Subcontractor, including individual experts, in more than one Proposal is allowed</b>
IC 12.1 Validity Proposals	<b>The Proposal must be valid for 90 calendar days following the deadline for submission of proposals.</b>
IC 13.1 Clarifications	<p><b>The request for clarification should be addressed fourteen (14) days at the latest, before the deadline for the submission of Proposals.</b></p> <p>The Client's address for obtaining clarification is PO BOX 495 Bamenda, Tel: 237-3336-12-67 / +237-3336-13-13, and both Emails: <a href="mailto:lcuc2drcbamenda@gmail.com">lcuc2drcbamenda@gmail.com</a>.</p>
IC 14.1.1	<p><b>Shortlisted Consultants:</b></p> <p>(a) May partner with one or more Consultants not on the restricted list.</p> <p>(b) Cannot partner with another Consultant on the restricted list.</p> <p>Under this RFP, the Consultant on the shortlist who considers that he can strengthen the expertise required for the Services by joining forces with one or more Consultants in the form of a Group, may only do so with one or more Consultants not on the shortlist. In this case, this grouping with a consultant not on the shortlist will require prior approval from the Client, who will assess the qualification of the new grouping with respect to the qualification criteria in the AMI phase.</p> <p>In any event, when the consultant on the shortlist joins forces with a consultant not on the shortlist in the form of a Group, the Consultant on the shortlist must be the agent.</p>

<b>IC 14.1.2</b> Applicable to all selection methods except budget determined	<b>Fixed Phase</b> - Paid in Lump sum  <b>Conditional Phase</b> - Paid in time spent with the staff time below <ul style="list-style-type: none"><li>• Key personnel: 60 Man Month</li><li>• Expert pool: 120 man day</li></ul>								
<b>IC 14.1.3</b> Only for a contract paid for time spent	Not applicable								
<b>IC 15</b> Complete technical offer	The consultant must provide a complete technical offer under penalty of rejection.								
<b>IC 16.1</b> Other costs of the Financial Proposal	The Consultant shall detail the other costs of its Proposal in accordance with the items indicated in form FIN-4.								
<b>IC 16.2</b> Price revision	<p>A review of remuneration prices is planned:</p> <p>The price revision formula is as follows: <math>Rev(n)=X+(a)A_n/A_0</math></p> <p>In this formula, Rev (n) represents the price revision coefficient; (a) is the weighting parameter of the price revision provided by the contractor in his offer A<sub>0</sub> is the basic value of price revision indices. A<sub>n</sub> is the updated value at time "n" of the price revision indices. These indices are defined as follows</p> <table><tr><th>Index code</th><th>Weighting</th><th>Original publication of the index</th></tr><tr><td>Fixed</td><td>X = 0.3</td><td rowspan="2">Price Observation Commission (CCOP) of the Cameroonian Ministry in charge of Commerce for the area of works</td></tr><tr><td>(A) Labour</td><td>(a) = 0.7</td></tr></table> <p>The price revision is, furthermore, subject to the following conditions:</p> <ol style="list-style-type: none"><li>1. The revision THRESHOLD is set at 2% of the revisable amount;</li><li>2. The price revision is capped at 5% of the basic amount of the market. Beyond this ceiling, the initial conditions of the market could be revised;</li><li>3. The advances paid to the Consultant are not subject to revision;</li></ol>	Index code	Weighting	Original publication of the index	Fixed	X = 0.3	Price Observation Commission (CCOP) of the Cameroonian Ministry in charge of Commerce for the area of works	(A) Labour	(a) = 0.7
Index code	Weighting	Original publication of the index							
Fixed	X = 0.3	Price Observation Commission (CCOP) of the Cameroonian Ministry in charge of Commerce for the area of works							
(A) Labour	(a) = 0.7								



	<p>4. The amount of services performed after the end of the contractual period of execution is not revisable, if the excess is attributable to the Contractor;</p> <p>5. The price revision clause only applies to the difference between the amount valued as the base price of the deposit or balance and the amount of the advances to be deducted;</p> <p>6. The revision does not apply to provisions;</p> <p>The base dates (To) of the indices will be those of presentation of the prices (date of submission for the market, and possibly date of establishment of the new prices).</p>																									
<p><b>16.3 Taxes</b></p>	<p><b>1. Permanent establishment in the Client's country:</b></p> <p>The law of the Client's country does not permit the Consultant to perform the Contract without having a permanent establishment in the Client's country.</p> <p><b>2. Taxation outside the Customer's country:</b></p> <p>The Consultant's Financial Proposal must include all taxes, duties and fees imposed outside the Client's country (including in the Consultant's country, if different from the Client's country).</p> <p><b>3. Taxation in the Client's country:</b></p> <p>The regime applicable within the framework of the execution of this contract is defined by: the 2025 finance law and the provisions on the subject indicated in N° CONVENTION AFD CCM 1819 01 T of June 12, 2024</p> <p>No exemption from the following taxes has been obtained for this Contract:</p> <table border="1" data-bbox="406 1097 1404 1568"> <thead> <tr> <th rowspan="3"></th><th colspan="3">Exemption</th></tr> <tr> <th rowspan="2">No</th><th colspan="2">Yes This exemption is also applicable to Subcontractors</th></tr> <tr> <th>No</th><th>Yes</th></tr> </thead> <tbody> <tr> <td>Value Added Tax (VAT) or equivalent</td><td>X</td><td></td><td></td></tr> <tr> <td>Withholding tax(1)</td><td>X</td><td></td><td></td></tr> <tr> <td>Contract Registration Fees(2)</td><td>X</td><td></td><td></td></tr> <tr> <td>Customs duties</td><td>X</td><td></td><td></td></tr> </tbody> </table> <p>The Consultant's financial proposal must be made excluding and including tax. The financial evaluation of the offers will be done on the basis of the amounts excluding tax.</p> <p>VAT and all other taxes, duties of any kind are taken into account in the counterpart funds (FCP)</p> <p>(1): On invoices of the Consultant based outside the Client's country.</p> <p>(2): Add a line here if there are other similar rights, such as a public procurement fee, or equivalent.</p>		Exemption			No	Yes This exemption is also applicable to Subcontractors		No	Yes	Value Added Tax (VAT) or equivalent	X			Withholding tax(1)	X			Contract Registration Fees(2)	X			Customs duties	X		
	Exemption																									
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Withholding tax(1)	X																									
Contract Registration Fees(2)	X																									
Customs duties	X																									
<p><b>IC 16.4</b> Currency of the Proposition</p>	<p>The Financial Proposal will state the price of the Services in the national currency: CFA Francs (XAF)</p>																									

C. Submission, opening and evaluation of Proposals	
IC 17.1	The Consultant may not submit his Proposal electronically.
IC 17.4	<p><b>The Consultant must provide:</b></p> <p>(a) the administrative file in: one (1) original and six (6) paper copies + one (1) digital copy (only on USB key);</p> <p>(b) the Technical Proposal in: one (1) original and six (6) paper copies + one (1) digital copy (only on USB key);</p> <p>(c) the Financial Proposal in: one (1) original and six (6) paper copies + one (1) digital copy (only on USB key).</p>
IC 17.9	<p><b>Proposals must be received by the Client no later than the date and time hereinafter:</b></p> <p><b>Date:</b> <u>12 JULY 2025</u> [42 days from publication of the call for tender]</p> <p><b>Time:</b> 10:00 local time</p> <p><b>The address for submitting Proposals is:</b> Proposals must be sent to the Secretariat of the Internal Public Procurement Commission of the Urban Community of Bamenda located next to the meeting room of the General Secretariat of the said Urban Community.</p> <p><b>The opening of offers will take place in two stages.</b></p>
IC 19.1 Opening of Technical Proposals	<p>The option of opening Technical Proposals "online" is not offered.</p> <p><b>The opening of Technical Proposals will take place at:</b> The Conference Hall of the Tenders Board at the third floor of the Technical Block of the Bamenda City Council</p> <p><b>Date:</b> The same as the submission deadline indicated in 17.9.</p> <p><b>Hour:</b> 11:00 a.m. local time</p>
IC 19.2	Any technical proposal whose submission form is not signed or is not accompanied by the power of attorney will not be considered.
IC 21.1 Evaluation of Technical Proposals	<p>The evaluation criteria consist of two types: eliminatory criteria and essential criteria. (TECH-7: Evaluation Grid for the proposals)</p> <p><b>Elimination criteria:</b></p> <ul style="list-style-type: none"> <li>• Incomplete Offer (Absence of the Security Statement of Undertaking, Declaration of Integrity);</li> <li>• Non-compliant offer (False declaration, substitution or falsification of parts);</li> <li>• Presence of financial information in the technical offer;</li> <li>• Technical score below 70% of points out of 100.</li> <li>• Any technical proposal whose submission form is not signed or accompanied by the authority, in accordance with Article 19.2 of the IC, will not be considered.</li> </ul> <p><b>Table – Allocation of points for the evaluation of Technical Proposals</b></p>



**Fixed Phase (FP) and conditional phase (CP)**

Evaluation criteria	Points
1. Adequacy of the proposed methodology and timetable to the Terms of Reference (ToR)	40
2. Qualifications and skills of Key Personnel for Services: <input type="checkbox"/> Fixed Phase (FP) <ul style="list-style-type: none"> <li>• K-1 Expert: Expert Mission Leader (6 pts)</li> <li>• Expert K-2: Civil engineering expert/VRD (6 pts)</li> <li>• Expert K-3: Environmental and Social Expert (4 pts)</li> </ul> <input type="checkbox"/> Conditional Phase (CP) <ul style="list-style-type: none"> <li>• K-1 Expert: Expert Mission Leader (5.5 pts)</li> <li>• Expert K-2: Expert Follow-up Engineer (5 pts)</li> <li>• Expert K-3: Socio-environmentalist Expert (5 pts)</li> <li>• Expert K-4: Three (03) Follow-up Technicians (9pts /3 pts x3)</li> <li>• Expert K-4: Pool of technical experts who can be mobilized in phase (FP and/or CP) (19.5pts)</li> </ul> NB: the list of experts from the pool of technical experts who can be mobilized in phase (FP and/or CP) is set out in the evaluation grid	60
<b>TOTAL</b>	<b>100</b>

**Evaluation criterion No. 1:**

The number of points awarded for this criterion will be determined on the basis of the five sub-criteria and the following percentage weights:

- |  |     |
|--|-----|
| (i) The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and hypotheses | 25% |
| (ii) The methodology is relevant: it adds value to the ToR and contains innovations  | 25% |
| (iii) The work programme is detailed, realistic and in line with the ToR and the proposed methodology  | 25% |
| (iv) The number of experts and the expected number of working days for each expert are well sized to satisfactorily carry out each activity    | 25% |

**TOTAL 100%**

**Evaluation criterion No. 2:**

The number of points awarded for each Key Personnel above will be determined on the basis of the following four criteria and percentage weights:

- |  |     |
|--|-----|
| (i) General qualification                                    | 10% |
| (ii) Relevance to the project                                | 60% |
| (iii) Experience of the region and knowledge of the language | 10% |
| (iv) Years of experience working with the Consultant         | 20% |

**TOTAL 100%**

	<p>These criteria are detailed by sub-criteria and points in the evaluation grid attached in section 4 (TECH-7)</p> <p>The minimum technical qualification mark (Nt) required is <u>70 / 100</u>.</p>
IC 23.1	<p>The option of opening Financial Proposals "online" is not offered.</p> <p>The opening of Financial Proposals will take place at: The Conference Hall of the Tenders Board at the third floor of the Technical Block of the Bamenda City Council.</p> <p>At the end of the technical evaluation, the Client shall notify the Consultants whose Proposals were found not to be compliant with the RFP or the Terms of Reference, or did not obtain the minimum technical qualification score [by providing them with the overall technical score] that their Financial Proposals will be returned to them unopened following the selection process and award of the Contract. The Client shall, at the same time, notify the Consultants who obtained the minimum technical qualification score, and shall inform them of the place, date and time of opening of the Financial Proposals.</p>
IC 25.1 Taxes and duties	<p>The evaluation will be based on the Consultants' Financial Proposal excluding taxes, duties and fees identified in Articles 43.1 and 43.2 of the Special Conditions of the Contract. During the negotiations of the Contract, the treatment of applicable taxes, duties and fees will be reviewed and agreed upon.</p> <p>Applicable taxes, duties and fees may be added to the price of the Contract on a separate line, with reference to the payment mechanism(s) for said taxes, duties and fees described in the Special Conditions of the Contract (Articles 43.1 and 43.2), if applicable.</p>
IC 26.1	<p>The currency into which prices expressed in various currencies will be converted is: the national currency CFA Francs (XAF)</p> <p>The official source for exchange rates (seller) is: The Bank of Central African States (BEAC)</p>
IC 27.1 Combined assessment of quality and cost	<p>The Financial Proposal with the lowest evaluated price (Pm) will be awarded the maximum price score (Np) of 100.</p> <p>The price score of other Proposals will be calculated by the following formula:</p> $Np = 100 \times Pm / P$ <p>where "Np" is the price score, "Pm" is the lowest price, and "P" is the price of the Evaluated Proposal.</p> <p>The weightings assigned respectively to the Technical Proposal (T) and the Financial Proposal (F) are: T = 80 F = 20</p> <p>Proposals are ranked based on their combined technical (Nt) and price (Np) score using the weights (T and F with T + F = 1) as follows: <math display="block">N = Nt \times T\% + Np \times F\%</math> </p>
<b>D. Negotiations and award of the Contract</b>	
IC 28.1	<p>Date and address planned for negotiations of the Contract:</p> <p>Date: May 2025 date to be specified after the combined evaluation of the technical and financial proposals</p>



	<b>Address:</b> Bamenda local project unit of the C2D-Urbain "Regional Capitals" Program
IC 30.2	<b>Date and place expected for the commencement of the Services:</b> <b>Date:</b> <u>upon notification of the service order to start the services</u> <b>has:</b> Bamenda, Republic of Cameroon



**Section III Administrative File and Technical Proposal – Standard Forms**



### **Section III-1. Administrative file – Standard forms**

[Comments in square brackets [ ] are intended to assist Consultants in preparing their administrative documents; they should not appear on the administrative documents submitted]

**ADMIN-1:**

ADMIN-1-1: Submission Form

ADMIN-1-2: Declaration of integrity, eligibility and environmental and social commitment

ADMIN-2: Grouping Agreement Form

ADMIN-3: Power of Attorney Form

ADMIN-4: Declaration on the tender guarantee

List of banking establishments and financial organizations authorized to issue guarantees in the context of public contracts

Form

## ADMIN-1:

## ADMIN-1-1: Submission Form

(TEXT NOT TO BE MODIFIED)

---

[Place, Date]

---

HAS: [Customer Name and Address]

Madam/Sir,

We, the undersigned, have the honour to offer you our Services, as Consultant, for [Insert Title of Services] in accordance with your Request for Proposals dated [Insert Date]. We hereby submit to you our Proposal, which includes a Technical Proposal and a Financial Proposal, in separate sealed envelopes.

[If the Consultant is a Joint Venture, insert the following: We submit our Proposal as a Joint Venture as follows: [Insert list indicating the full name and address of each member, and identify the agent]. We enclose a copy of [insert: "of the letter of intent to form a Joint Venture" or, if a Joint Venture has already been formed, "of the Joint Venture agreement"] signed by each of the members of the Joint Venture, including details of the probable structure and confirmation of the joint and several liability of the members of such Joint Venture.

OR

If the Consultant's Proposal contains Subcontractors, insert the following: We submit our Proposal with the following Subcontractors: [Insert list indicating the full name and address of each of the Subcontractors.]

We declare that:

- (a) All information and statements contained in the Proposal are accurate and we acknowledge that any misrepresentation contained in the Proposal will result in the Client rejecting our proposal.
- (b) Our Proposal will remain valid and binding on us for the entire duration mentioned in the **Specific Data**, article IC 12.1
- (c) We are not in a conflict-of-interest situation, under Article 3 of the IC, and all the conditions of the ASMI file remain valid at this date.
- (d) Subject to the provisions of Article IC 12.1 of the **Specific Data**, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We acknowledge that the replacement of Key Personnel for reasons other than those mentioned in Articles 12.7 and 28.4 of the IC will terminate the negotiations of the Contract.
- (e) Our Proposal is binding on us, subject to modifications resulting from the negotiations of the Contract.
- (f) [If the Consultant has tendered for the other lot, insert the following: We have also tendered for lot ..... In the event of award to multiple lots, our order of preference is: 1) .....; 2) .....]

If our Proposal is accepted and the Contract signed, we undertake to begin the Services under the assignment no later than the date indicated in Article IC 30.2 of the **Specific Data**.

We acknowledge and accept that the Client reserves the right to cancel the procedure and reject any Proposals at any time prior to the award of the contract, without thereby incurring any liability whatsoever to us.



Please accept, Ladies and Gentlemen, the assurance of our highest consideration.

Signature of the authorized representative: \_\_\_\_\_

Name and title of signatory: \_\_\_\_\_

Name of Consultant (name of company or Group): \_\_\_\_\_

Able to: \_\_\_\_\_

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

Contact information (phone and email): \_\_\_\_\_

{For a Group, all members must sign or only the proxy, in which case the power of attorney authorizing the signatory to sign on behalf of all members must be attached}

**ADMIN-1-2 Declaration of integrity, eligibility and environmental and social responsibility**Title of the offer/proposal/signed contract<sup>1</sup> \_\_\_\_\_ (THE "Walk")

HAS : \_\_\_\_\_ (THE "Project Owner")

1. We acknowledge and accept that the French Development Agency (the "AFD") only finances the Project Owner's projects under its own conditions, which are determined by the Financing Agreement that binds it directly or indirectly to the Project Owner. The Project Owner retains exclusive responsibility for the preparation and implementation of the Contract award process and its execution. Consequently, there can be no legal link between the AFD and our company, our group, and our subcontractors. Depending on whether it is a Contract for works, supplies, equipment, intellectual services (consultants) or other services, the Project Owner may also be called the Client, Contractor or Buyer.
2. We certify that neither we nor anyone acting on our behalf<sup>2</sup>, neither one of the members of our group, nor one of our subcontractors, are in one of the following cases:
  - 2.1 Be in a state of or have been the subject of bankruptcy, liquidation, judicial settlement, safeguard, cessation of activity proceedings, or be in any similar situation resulting from proceedings of the same nature;
  - 2.2 Have been the subject, for less than five years, of a final administrative sanction, a final conviction pronounced by a competent authority, or any other resolution outside of trial<sup>3</sup> having in particular an extinguishing effect on public action, either (i) in the country in which we are established, (ii) in the country where the Contract is carried out, (iii) in the context of the award or execution of a contract financed by the AFD, (iv) pronounced by an institution of the European Union or (v) pronounced by a competent authority in France, for:
    - a) facts of Prohibited Practices, as defined in Article 6.1 below, or for any offense committed in the context of the award or execution of a contract (in the event of such a sanction, conviction, or resolution outside of trial, we have the possibility of attaching to this Declaration of Integrity additional information, such as a compliance program, to justify that we (or the person acting on our behalf, the member of our group, or our subcontractor) consider that the sanction, conviction or resolution is not relevant in the context of the Contract, as the case may be);
    - b) facts of participation in a criminal organization, terrorist or terrorist-related offenses, child labor, or other offenses related to human trafficking;
    - c) having created an entity in a different jurisdiction with the intention of evading tax, social security or any other legal obligation applicable in the territory where its registered office, central administration or principal establishment is located or (ii) for being an entity created with the intention of evading such obligations;
  - 2.3 Have been the subject of a termination pronounced at its exclusive fault during the last five years due to a serious or persistent breach of its contractual obligations during the execution of a contract, provided that this termination has not been the subject of a challenge on its part which is currently being processed or which has given rise to a court decision overturning the termination at its exclusive fault;
  - 2.4 Be subject to an ineligibility measure taken by one of the multilateral development banks that are signatories to the mutual recognition agreement of April 9, 2010<sup>4</sup> (in the event of such an ineligibility measure, we may attach to this Declaration of Integrity additional information which

<sup>1</sup> In the case of a contract already signed to be refinanced.

<sup>2</sup> Managers (including in particular any person who is a member of the administrative, management or supervisory body or who has powers of representation, decision-making or control), employees or agents (whether declared or not).

<sup>3</sup> Including in particular the Public Interest Judicial Convention (CJIP), decision following an Appearance on Prior Acknowledgment of Guilt (CRPG), negotiated resolution agreement or any other similar form of transaction putting an end to proceedings.

<sup>4</sup> World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development.



- would allow us to consider that this ineligibility measure is not relevant in the context of the Market), where applicable;
- 2.5 Not having fulfilled our obligations relating to the payment of taxes or social security contributions in accordance with the legal provisions of our country of establishment, or those of the country of the Contracting Authority;
- 2.6 Having produced false documents or having been guilty of false declaration(s) in providing the information required by the Contracting Authority as part of this process of awarding and tendering the Contract.
3. We certify that neither we, nor anyone acting on our behalf<sup>2</sup>, nor any of the members of our group, nor any of our subcontractors, nor our direct or indirect shareholders, nor our subsidiaries, acting with our knowledge or consent:
- a) is not directly or indirectly targeted, controlled by a person or entity targeted, or acting in the name or on behalf of a person or entity targeted by individual sanctions measures adopted by the United Nations, the European Union and/or France;
  - b) is not directly or indirectly targeted, controlled by a targeted person or entity, or acts in the name or on behalf of a person or entity targeted by sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
  - c) is not ineligible to carry out the project due to any other international sanctions measure imposed by the United Nations, the European Union or France.
4. We certify that neither we, nor anyone acting on our behalf<sup>2</sup>, nor any of the members of our group, nor any of our subcontractors, are [nor have been (in the event of refinancing of a contract already awarded)] in any of the following conflict of interest situations:
- 4.1 Be a shareholder controlling the Project Owner or a subsidiary controlled by the Project Owner, unless the conflict arising therefrom has been brought to the attention of the AFD and resolved to its satisfaction;
- 4.2 Having business or family relationships with a member of the Contracting Authority's services involved in the Contract award process or the supervision of the resulting Contract, unless the resulting conflict has been brought to the attention of the AFD and resolved to its satisfaction;
- 4.3 Control or be controlled by another candidate, bidder or consultant, be under the control of the same company as another candidate, bidder or consultant, receive subsidies from another candidate, bidder or consultant or award them to another candidate, bidder or consultant directly or indirectly, have the same legal representative as another candidate, bidder or consultant, maintain direct or indirect contacts with another candidate, bidder or consultant allowing us (i) to have given, and/or to give access to information contained in our respective applications, offers or proposals likely to distort competition, (ii) to influence them, or (iii) to influence the decisions of the Contracting Authority;
- 4.4 Being engaged for an intellectual services mission which, by its nature, is or could be incompatible with the mission envisaged on behalf of the Project Owner;
- 4.5 Having prepared oneself, being or having been associated with a natural or legal person who has prepared specifications, terms of reference and other documents which have been used in the context of the award procedure for this Contract, and which contain provisions likely to favour an application, offer or proposal;
- 4.6 Having access or having had access to, having prepared oneself, being or having been associated with a natural or legal person who has access to, had access to, or prepared specifications, plans, calculations, studies and other documents which have not been communicated to all candidates, tenderers or consultants in the context of this procurement, and which thus confer an undue competitive advantage;
- 4.7 In the case of a procedure having as its object the award of a Contract for works, equipment or supplies, to be recruited oneself, or to have to be (or that one of the companies to which we are affiliated is, or has to be), to carry out the supervision or control of the services within the framework of the Contract.



5. If we are a public institution or a public company, in order to participate in a competitive tendering procedure, we certify that we enjoy legal and financial autonomy and that we are managed according to the rules of commercial law.
6. In the context of the award and execution of the Contract:
- 6.1 Neither we nor anyone acting on our behalf<sup>2</sup>, nor any of the members of our group, nor any of our subcontractors, have committed or will commit any Prohibited Practice as defined in the document entitled "General policy of the AFD group on the prevention and fight against Prohibited Practices", available on the AFD website<sup>3</sup>.
- 6.2 Neither we nor anyone acting on our behalf<sup>2</sup>, neither one of the members of our group, nor one of our subcontractors, will acquire or supply [have not acquired or supplied (in the event of refinancing of a contract already awarded)] equipment nor intervene [have not intervened (in the event of refinancing of a contract already awarded)] in sectors under embargo by the United Nations, the European Union or France.
7. We undertake to, and we undertake that anyone acting on our behalf<sup>2</sup>, any member of our group, any subcontractor undertakes to:
- 7.1 comply with environmental standards recognized by the international community, including international conventions for the protection of the environment, and in particular to take all reasonable measures to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on people and property, resulting from pollution, noise, vibrations, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country where the Contract is performed.
- 7.2 implement environmental and social risk mitigation measures when indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that emissions, surface discharges and effluents produced by our activities comply with the limits, specifications or requirements applicable to the Contract.
- 7.3 respect workers' rights relating to wages, working hours, rest and holidays, overtime, minimum age, regular payments, compensation and benefits in accordance with standards recognized by the international community, including the fundamental conventions of the International Labor Organization (ILO), in line with the laws and regulations applicable in the country where the Contract is being carried out; indicate these elements in a document annexed to the employment contracts of our employees and at the disposal of the Contracting Authority; and respect and facilitate workers' rights to organize themselves and set up a grievance management mechanism for direct or indirect workers.
- 7.4 implement practices of non-discrimination and equal opportunities, and ensure the prohibition of child labour and forced labour.
- 7.5 maintain a file for each local staff member recording the hours worked by each person, the type of work, wages paid and training received, and that these records are available at all times so that they can be examined by the Employer and authorized government representatives, in accordance with the laws and regulations applicable to the protection of personal data in the country where the Contract is carried out.
8. We, anyone acting on our behalf<sup>2</sup>, the members of our group, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize the AFD to conduct investigations, and in particular to examine the documents and accounting records relating to the award and execution of the Contract, including, but not limited to, our internal processes and procedures relating to compliance with international sanctions imposed by the United Nations, the European Union and/or France, and to have them verified by auditors appointed by the AFD.
9. We declare that we have paid, or will pay, commissions, benefits, fees, gratuities or expenses in connection with the procedure for awarding the Contract or the performance of the Contract for the benefit of the following third party(ies) (such as an intermediary/agent)<sup>(\*)</sup>:

<sup>2</sup> For information purposes, this policy is accessible via the following link: <https://www.afd.fr/fr/lutte-contre-la-corruption>



Name of beneficiary	Contact details	Pattern	Amount (Specify currency)

(\*) : If no amount has been paid or is to be paid, indicate "None".

10. We undertake to communicate without delay to the Project Owner, who will inform the AFD, any change in the situation with regard to the above points, including in the event of any sanction or embargo measure adopted by the United Nations, the European Union and/or France following our signing of this Declaration.

Name : \_\_\_\_\_ Inasmuch as : \_\_\_\_\_

Duly authorized to sign for and on behalf of: \_\_\_\_\_

Signature : \_\_\_\_\_

As of: \_\_\_\_\_

\* In the case of a group, enter the name of the group. The person signing the offer, proposal or application on behalf of the bidder, consultant or candidate shall attach to it the power of attorney given to him by the said bidder, consultant or candidate.

## ADMIN-1-3

## Statement of Undertaking – Security

Date : \_\_\_\_\_

Procurement competition No. : \_\_\_\_\_

Contract Name : *[insert the name of the Contract]*To : *[insert the name of the Contracting Authority]*

We, including all members of the joint venture or any of our suppliers, contractors, subcontractors, consultant or subconsultants, hereby declare that we have examined the security conditions and assessed the associated risks pertaining to the execution of the Contract concerning *[insert brief description of services]*.

We acknowledge that we remain solely responsible for the security of our personnel and goods mobilized for the Contract's implementation.

We undertake to implement security measures that we deem necessary and sufficient to ensure the security of these personnel and goods.

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

In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>7</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>7</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.



Form (indicative format)

**ADMIN-2: Joint Venture Agreement Form**

{Place, Date}

1. Full name and address of each partner
2. Full name and address of the banking institutions of the group
3. Role of each partner:  
*[Specify the nature of the services provided by each member of the group]*
4. Nature of the grouping  
*Solidarity group for the realization of [Insert title of consulting services]*
5. Leader or Agent  
*[Name and Address of the agent]*
6. Signature  
*[Signature of each of the group's partners]*

Form (indicative format)

**ADMIN-3: Power of Attorney Form**

{Place, Date}

I, the undersigned, Mrs/Mr \_\_\_\_\_

General Manager of \_\_\_\_\_

Residing at \_\_\_\_\_ BP \_\_\_\_\_ Tel. \_\_\_\_\_ Fax \_\_\_\_\_

Hereby grants power of attorney to Mrs/Mr \_\_\_\_\_

CNI No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_

Residing at \_\_\_\_\_ BP \_\_\_\_\_ Tel. \_\_\_\_\_ Fax \_\_\_\_\_

To be a representative of [Name of company or group], within the framework of [Restricted international call for tender no...], For [Insert Services title].

Consequently, he may attend all meetings, take part in all deliberations, take all votes, sign all minutes, all contracts and all documents, substitute himself and generally do what is necessary within the framework of this call for tenders and any subsequent contract.

In faith whereof, this act of power is established to serve and be valid for all rights.

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

The Principal,

[Name, First name, Signature and Stamp preceded by the handwritten words "Good for power of attorney"]

Legalization by the Notary



**FORM****ADMIN-4: Declaration on the tender guarantee**

Whereas [name of the bidder], hereinafter referred to as "the Bidder", declares that if the conditions in the following different hypotheses are not respected:

- (i) They withdraw or modify their offer during the validity period, where
- (ii) If they are awarded the contract and do not sign it

The bidder will be declared ineligible for any contract awarded by the urban community of Bamenda for a period of five (05) years.

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

Names and functions of the signatories

**List of banking establishments and financial organizations authorized to issue guarantees in the context of public contracts**

**MINISTÈRE DES FINANCES**

**LISTE DES BANQUES ET COMPAGNIES D'ASSURANCE AGRÉES ET HABILITÉES  
À ÉMETTRE DES CAUTIONS DANS LE CADRE DES MARCHÉS PUBLICS EN 2022**

**I. BANQUES**

1. Abidjan City Bank (ACB), B.P. 11 554, Yaoundé
2. BANQUE BIOM CAMEROON (BANQUE BIO), B.P. 31 491, Yaoundé
3. Banque Africaine Cameroun (BACU), B.P. 2 920, Douala
4. Banque Commerciale des Petites et Moyennes Entreprises (BCPME), B.P. 12 941, Yaoundé
5. BGF Bank Cameroon (BGF BANK Cameroon), B.P. 990, Douala
6. Banque Internationale du Cameroun pour l'Épargne et le Crédit (BICE), B.P. 1 921, Douala
7. Citibank Cameroon (Citibank Cameroon), B.P. 4 971, Douala
8. Continental Bank Cameroon (CBC), B.P. 4 954, Douala
9. Credit Commercial de l'Afrique Bank (CCA Bank), B.P. 4 178, Yaoundé
10. Ecobank Cameroon (ECOBANK), B.P. 92, Douala
11. National Financial Credit Bank (NFC Bank), B.P. 4 573, Yaoundé
12. Société Commerciale de Banque Cameroun (SCB Cameroon), B.P. 990, Douala
13. Société Générale Cameroun (SGC), B.P. 4 941, Douala
14. Société Générale Bank Cameroon (SGCB), B.P. 1 704, Douala
15. Union Bank of Cameroon (UBC), B.P. 13 504, Douala
16. United Bank for Africa (UBA), B.P. 2143, Douala

**II. COMPAGNIES D'ASSURANCES**

17. ACTIVA Assurance, B.P. 43 970, Douala
18. AREA Assurance, B.P. 12 551, Douala
19. ATLANTIC Assurance Cameroun (ASDC), B.P. 1 675, Douala
20. CHANAS Assurance, B.P. 100, Douala
21. CPA S.A., B.P. 64, Douala
22. ASIA Assurance, B.P. 2 119, Douala
23. PRO ASSUR, B.P. 1 563, Douala
24. Prudential Benelux General Insurance, B.P. 2 326, Douala
25. ROYAL ONYX Insurance Co., B.P. 12 230, Douala
26. SAAR, B.P. 1161, Douala
27. SANLAM Assurance Cameroun, B.P. 12 125, Douala
28. ZENTHE Insurance, B.P. 1 540, Douala

Le Ministre des Finances  
Louis Paul MOTAZE



**Section III-2: Technical proposal – Standard forms**

TECH-1: Submission of the Technical Proposal

TECH-2: Methodological note

TECH-3: Activity program and schedule of deliverables

TECH-4: Team composition and contribution of key personnel

TECH-5: Resumes

TECH-6: List of hardware and software to be made available to the service

TECH-7: Indicative grid for evaluation of the Technical Proposal

**Form TECH-1: Technical Proposal Submission Form**

(Text not to be modified)

\_\_\_\_\_ [Place, Date]

HAS : \_\_\_\_\_ [Customer Name and Address]

Madam/Sir,

We, the undersigned, have the honour to offer you our Services, as Consultant, for [Insert Title of Services] in accordance with your Request for Proposals dated [Insert Date]. We hereby submit to you our Proposal, which consists of a Technical Proposal and a Financial Proposal, in separate sealed envelopes.

[If the Consultant is a Group, insert the following: "We submit our Proposal as a Joint Venture as follows: [Insert list indicating the full name and address of each member, and identifying the proxy]. We enclose a copy of [insert: "of the letter of intent to form a Joint Venture" or, if a Joint Venture has already been formed, "of the Joint Venture agreement"] signed by each of the members of the Joint Venture, including details of the probable structure and confirmation of the joint and several liability of the members of such Joint Venture.

[OR

If the Consultant's Proposal contains Subcontractors, insert the following:]

We are submitting our Proposal with the following Subcontractors: [Insert list indicating the full name and address of each Subcontractor].

We declare that:

- a) All information and statements contained in the Proposal are accurate and we acknowledge that any misrepresentation contained in the Proposal will result in the Client rejecting our Proposal.
- b) Our Proposal shall remain valid and binding on us for the entire duration mentioned in the **Specific Data**, Article 12.1 (Validity of Proposals).
- c) We do not have a conflict of interest under Article 3 of the IC.
- d) Subject to the provisions of Article 12.1 of the **Specific Data**, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We acknowledge that the replacement of Key Personnel for reasons other than those mentioned in Articles 12.5 and 29.3 of the IC will terminate the negotiations of the Contract.
- e) Our Proposal is binding on us, subject to modifications resulting from the negotiations of the Contract.

If our Proposal is accepted and the Contract signed, we undertake to begin the Services under the assignment no later than the date indicated in Article 31.2 of the **Specific Data**.

We acknowledge and accept that the Client reserves the right to cancel the procedure and reject any Proposals at any time prior to the award of the contract, without thereby incurring any liability whatsoever to us.

Please accept, Ladies and Gentlemen, the assurance of our highest consideration.

Signature of the authorized representative: \_\_\_\_\_ [in full and initials]

Name and title of signatory: \_\_\_\_\_

Name of Consultant (name of company or Group): \_\_\_\_\_



Section III – Administrative File and Technical Proposal – Standard Forms

Able to: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Contact information (phone and email): \_\_\_\_\_

*[For a Group, all members must sign or only the proxy, in which case the power of attorney authorizing the signatory to sign on behalf of all members must be attached.]*

**TECH-2: Methodological note**

*[The following text is a suggested structure for the Technical Proposal]*

**A – Structure and experience of the Consultant**

*[Indicate here a brief description of your company/office and how it is organized, and --in the case of a Grouping-- of each member to participate in the Services, including an organization chart, list of members of the management committee, shareholding.]*

**B –Description of the approach, methodology, and work program in response to the terms of reference**

- has) Technical approach and working method. *[Please explain how you understand the objectives of the "Services", as described in the Terms of Reference (ToR), the technical approach and methodology you would adopt in order to carry out the tasks and deliver the requested products/reports, as well as the level of detail of these reports. Include here any comments and suggestions you may have on the ToR, on the services and personnel to be provided by the Client. Do not repeat or copy the ToR.]*
- b) Work program. *[Please indicate the schedule for the completion of the main activities or tasks of the Services, their content and duration, the breakdown into phases and the corresponding constraints, the main milestones (including review/approvals by the Client), and the expected dates of the deliverables. The proposed work schedule must be consistent with the technical approach and method, demonstrating your understanding of the ToR and your ability to translate them into a realistic work schedule. A list of documents to be produced (including reports) must be provided. The Activity Schedule Form (TECH-3) may be used for this purpose.]*

**C – Organization and Personnel of the Consultant**

*[Please describe the structure and composition of your team, including the list of Key Personnel, Other Personnel and Administrative Staff assigned to the Services, and Personnel dedicated to training if this is a specific component of the Services, specified as such in the ToR. The contribution of each Personnel (objective, work program, duration of intervention, expected deliverables, interaction and complementarity between the work and products of the experts) must be specified in accordance with the proposed methodology and the requirements of the ToR. Form TECH-4 may be used for this purpose. CVs of the personnel will be provided (Form TECH-5 may be used for this purpose).]*

## FORM (INDICATIVE FORMAT)

## TECH- 3: Activity program and schedule of deliverables

No.	Deliverables <sup>(D-...)</sup>	Month <sup>9 10</sup>														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
D-1	Firm Slice															
	1) Mission 0: Start of the Fixed Phase															
	2) Mission 1: Programming Studies / Development of a detailed program for each sports infrastructure site: based on the conclusions of the feasibility study, the production of a program integrating the functional requirements and expectations, of g															
	3) Mission 2: Summary Study Report ( SSR)															
	4) Mission 3: Detailed Study Report ( DSR)															
	5) Mission 4 Studies of the transversal aspects of the sub-projects selected within the framework of the SPORCAP program <ul style="list-style-type: none"><li>ESIN reports covering the three [03] SPORCAP sites</li></ul>															

<sup>9</sup>Provide the list of deliverables, indicating the details of the activities leading to them, as well as other actions, such as approvals to be obtained from the Client. For missions involving successive stages, indicate the activities, the provision of reports and the actions required for each of the stages, separately.

<sup>10</sup>The duration of activities will be shown in the form of a bar chart.

<sup>11</sup>Insert a legend, if necessary for understanding the diagram.



[illegible][illegible]

## FORM (INDICATIVE FORMAT)

TECH-4: Team composition, individual activities and contribution of key personnel

No.	Name	Total contribution time (in Months)							Land <sup>9</sup>	Seat <sup>11</sup>	Total
		Position	D-1	D-2	D-3	.....	D-...				
Key personnel <sup>1,2</sup>											
K-1	[eg Mr. Abbbb]	[Head of mission]	[Seat]	[2 months]	[1.0]	[1.0]					
			[Ground ]	[0.5 m]	[2.5]	[0]					
K-2											
K-3											
...											
										Subtotal	
Other staff											
N-1			[Seat]								
			[Ground ]								
N-2											

<sup>1</sup>"Headquarters" refers to work performed at the office in the Expert's country of residence. "Field" refers to work performed in the Client's country and particularly in the city where the "services" are located.

<sup>2</sup>For key personnel, the contribution must be indicated for each of the positions as identified in the specific data [C2.1.1].

Full-time contribution

Part-time contribution

## Section III – Administrative File and Technical Proposal – Standard Forms

[illegible]



**FORM (INDICATIVE FORMAT)**  
**TECH-5: Curriculum vitae (CV)**

<b>Job Title and No.</b>	[eg K-1, team leader]
<b>Expert Name:</b>	[Insert full name]
<b>Date of birth :</b>	[day/month/year]
<b>Nationality/Country of residence:</b>	

**Education :** [Summarize university and other specialized studies completed, indicating the name of the school or university, years of study and degrees obtained.]

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**Professional experience relevant to the Services:** [List jobs held since graduation, in reverse chronological order, beginning with current position; for each, provide dates, employer name, employee's professional title, and place of work; for jobs within the last ten years, further specify the type of work performed and provide, where applicable, names of clients as references. Jobs held that are unrelated to the Services may be omitted.]

Period	Employer name, job title/position held. Contact information for references	Country	Summary of activities carried out in relation to the Services
[eg May 2005-present]	[eg. Ministry of _____, advisor/consultant _____ for _____]  For references: Tel _____/ email _____ Mr. Bbbbbb, Director]		

**Affiliation with professional associations and publications produced:** \_\_\_\_\_

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**Languages spoken (indicate only the languages in which you can work):** \_\_\_\_\_

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**Skills/qualifications for Services:**

Specific tasks to be performed by the expert among the tasks to be carried out by the Consultant's team of experts:	Reference to previous work or missions illustrating the expert's ability to carry out the tasks assigned to him/her.
<i>[List of deliverables/tasks in reference to TECH-3 in which the expert will be engaged]</i>  <i>with precision for: objective, work program, duration of intervention, expected deliverables, interaction and complementarity between the work and products of the experts</i>	

**Information to contact the expert:**(email....., telephone.....)

**Certification:**

I, the undersigned, certify that this CV accurately describes me, my qualifications and professional experience; I undertake to be available to perform the Services, in the event that the contract is awarded. Any false declaration or information provided incorrectly in this CV may justify my disqualification or dismissal by the Client.

[day/month/year]

Name of Expert

Signature

Date

[day/month/year]

Name of the Consultant's authorized representative

Signature

(the [same person as the signatory of the Proposal])

Date

**Produce the following supporting documents:**

- Copy of the required diploma,
- Certificate of registration with the national professional body governing his profession (if this body exists and if the expert practices in Cameroon),

## FORM (INDICATIVE FORMAT)

## TECH-6: Hardware and software

No.	Designation	Business	Age	Technical specifications	Current positioning
1.					
2.					
3.					
4.					
5.					



## TECH-7: Indicative grid for evaluation of the Technical Proposal

SPORCAP CONSULTANT EVALUATION GRID				Total/Pts	Ratings
<b>ADEQUACY OF THE METHODOLOGY AND WORK PLAN PROPOSED TO THE TDR (40pts)</b>					
<b>I.1) Methodology, work plan (TF&amp;TC):(40pts)</b>					
	Unsatisfactory	Satisfying	Excellent		
Compliance with the Terms of Reference (FP&CP): limited to the identified TDRs, relevant suggestions	1	3	5	5	
Relevance and quality of the methodology (FP: Fixed Phase): work plan, organization of the service, chronology, mastery of the local context	2	12	15	15	
Relevance and quality of the methodology (: Conditional Phase): work plan, organization of the service, chronology, mastery of the local context	2	12	15	15	
Relevance of the distribution of international/local experts on site and at headquarters with a view to achieving expected results (FP&CP)	1	3	5	5	
<b>Total I: (A)</b>			<b>40.00</b>		
<b>II - EXPERIENCE AND QUALIFICATION OF THE PROPOSED EXPERTS (55pts)</b>					
<p>The consultant will propose the following key experts:</p> <ul style="list-style-type: none"> <li>Three (03) experts in the technical studies phase (FP)</li> <li>Six (06) experts in the supervision and control phase of the works (CP), therefore three (03) monitoring technicians</li> <li>The consultant will propose seven (07) technical experts for the expert pool according to the profiles defined in these ToRs and this grid. These may be mobilized as needed by the project team after request from the consultant.</li> </ul> <p><b>NB: Experts hired in FP and meeting the criteria of CP experts may be reappointed for this phase.</b></p>					
<ul style="list-style-type: none"> <li>The CVs of the experts below will be completed in TECH-5 accompanied by the following supporting documents: <ul style="list-style-type: none"> <li>Certified copy of the required diploma,</li> <li>Certificate of registration with the national professional body governing his profession (if this body exists and if the expert practices in Cameroon),</li> <li>Copy of work certificates, or any other document justifying the effectiveness of services performed or in progress.</li> </ul> </li> <li>Also, the specific experience of each expert will be justified by a work certificate or any other documents justifying the effectiveness of the services performed or in progress. Failing this, the experience in question will simply be ignored.</li> <li>The CVs proposed for the key expert pool commit the bidder to the people to be mobilized and also to the level of expertise proposed.</li> </ul>					
<b>II.1) KEY EXPERTS: Technical Studies Phase (FP: Fixed Phase) / 16 Pts</b>					
<b>A) Expert Mission Leader (6pts)</b>					
Profile: architect or architect-urban planner				Name :	
Qualification: University degree (Bac + 5) in architecture, or other relevant university training or equivalent					
University Diploma and Studies				0.5	


SPORCAP CONSULTANT EVALUATION GRID		Total/Pts	Ratings
<b>General experiences:</b> (at least 7 years of relevant experience in the construction or road works sector.)	1		
<b>Specific professional experience:</b> Have participated as head of mission in the completion of at least three (03) technical study projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa	3		
<b>Years of experience working with the Consultant</b> Have collaborated with the BET as an employee or expert for at least three (03) years.	1		
Experience in sub-Saharan Africa	0.5		
<b>Subtotal A</b>	6		
<b>B) Civil engineering/VRD expert (6 pts)</b> <b>Profile:</b> Civil engineer <b>Qualification:</b> Civil Engineering Diploma (Bac+5)	Name:		
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 5 years of relevant experience in the construction or road works sector)	1		
<b>Specific professional experience:</b> Have participated as a civil engineering/VRD expert in at least three (03) technical study projects for buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa	3		
<b>Years of experience working with the Consultant</b> Have collaborated with the BET as an employee or expert for at least 2 years	1		
Experience in sub-Saharan Africa	0.5		
<b>Sub Total B</b>	6		
<b>C) Environmental and Social Expert (4 pts)</b> <b>Profile:</b> Social Science or Environmental science training; <b>Qualification:</b> University degree (Bac +3 minimum) in Social Science, Environmental science or equivalent	Name:		
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 5 years of experience in the construction sector)	1		
<b>Specific professional experience:</b> Having participated as an Environmental and Social expert to the completion of at least two (02) technical study projects for buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa	1		
<b>Years of experience working with the Consultant</b> Have collaborated with the BET as an employee or expert for at least 2 years.	1		



SPORCAP CONSULTANT EVALUATION GRID		Total/Pts	Ratings
Experience in sub-Saharan Africa		0.5	
<b>Sub Total C</b>		4	
<b>Total II.1 (A+B+C)</b>		16	
<b>II.2) KEY EXPERTS: Works Supervision and Control Phase (CP: Conditional Phase) (21 Pts)</b>			
<b>D) Chief of Mission (5.5pts)</b> <b>Profile: Civil Engineer (Bac+5)</b> <b>Qualification: Civil Engineering Diploma (Bac + 5)</b>		<b>Name:</b>	
University Diploma and Studies		0.5	
General experience: (at least 7 years of relevant experience in the construction or road works sector.)		1	
<b>Specific professional experience:</b> Have participated as head of mission in the supervision and control phase of works in at least three (03) projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa		3	
<b>Years of experience working with the Consultant</b> Have collaborated with the BET as an employee or expert for at least three (03) years.		0.5	
Experience in sub-Saharan Africa		0.5	
<b>Sub Total D</b>		5.5	
<b>E) Expert Follow-up Engineer (5 pts)</b> <b>Profile: Civil works engineer (Bac+3)</b> <b>Qualification: Civil Engineering Diploma (Bac+3)</b>		<b>Name:</b>	
University Diploma and Studies		0.5	
General experiences:(at least 5 years of relevant experience in the construction or road works sector)		0.5	
<b>Specific professional experience:</b> Have participated as an expert monitoring engineer in the supervision and control phase of works in at least three (03) projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa		3	
<b>Years of experience working with the Consultant</b> Have collaborated with the Consulting Firm as an employee or expert for at least 2 years		0.5	
Experience in sub-Saharan Africa		0.5	
<b>Sub Total E</b>		5	
<b>F) Socio-environmental Expert (5 pts)</b> <b>Profile: Social Science or Environmental science training;</b> <b>Qualification: University degree (Bac +3 minimum) in Social Science, Environmental science or equivalent</b>		<b>Name :</b>	



SPORCAP CONSULTANT EVALUATION GRID		Total/Pts	Ratings
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 5 years of experience in the construction sector)	0.5		
<b>Specific professional experience:</b> Have participated as a socio-environmental expert in the supervision and control phase of the works in the realization of at least three (03) projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa	3		
<b>Years of experience working with the Consultant</b> Have collaborated with the CONSULTING FIRM as an employee or expert for at least 2 years.	0.5		
Experience in sub-Saharan Africa	0.5		
<b>Sub Total F</b>	<b>5</b>		
<b>G) Three (03) Follow-up Technicians (9pts /3x3)</b> <b>Profile:</b> civil engineering training (Bac+2) <b>Qualification:</b> University degree (Bac +2 minimum) in civil engineering or other relevant university training or equivalent	Name:		
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 5 years of experience in the construction sector)	0.5		
<b>Specific professional experience:</b> Have participated as a monitoring technician in the supervision and control phase of works in the completion of at least two (02) projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa	1		
<b>Years of experience working with the Consultant</b> Have collaborated with the CONSULTING FIRM as an employee or expert for at least 2 years.	0.5		
Experience in sub-Saharan Africa	0.5		
<b>Sub Total G</b>	<b>3 x 3 = 9</b>		
<b>Total II.2 (D+E+F+G)</b>	<b>24.5</b>		
<b>II.3): Pool of technical experts who can be mobilized in phase (FP and/or CP) (19pts)</b>			
<b>H) Expert in "sports programming and sports facility management consulting" (3 pts)</b> <b>Profile:</b> Technician in technical and financial programming of sports infrastructures <b>Qualification:</b> Diploma in sports animation (Bac + 3) or other relevant university training or equivalent	Name:		
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 05 years of experience)	0.5		
<b>Specific professional experience:</b>	0.5		

SPORCAP CONSULTANT EVALUATION GRID		Total/Pts	Ratings
Have participated as an expert in technical programming of sports infrastructure in at least three (03) sports infrastructure projects in the design phase or in the management/operation phase over the last five (05) years in sub-Saharan Africa			
Experience in local sports infrastructure in sports infrastructure management models and in consultation with future users of the infrastructure			
Experience in sub-Saharan Africa			
<b>Sub Total H</b>			
<b>I) Expert in High/Low Current and Renewable Energy (2.5 pts)</b> <b>Profile: Electrical Engineer</b>  <b>Qualification: Electrical Engineering Diploma (Bac + 3) or other relevant university training or equivalent</b>		<b>Name:</b>	
University Diploma and Studies		0.5	
<b>General experiences:</b> (at least 5 years of experience in the construction sector)		0.5	
<b>Specific professional experience:</b>  Have participated as a high/low current and renewable energy expert in the completion of at least one (01) technical study project and/or supervision and control of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa			0.5
<b>Years of experience working with the Consultant</b>  Have collaborated with the CONSULTING FIRM as an employee or expert for at least two (02) years.			0.5
Experience in sub-Saharan Africa		0.5	
<b>Sub Total I</b>		2.5	
<b>J) Plumbing / fire safety expert (2.5pts)</b> <b>Profile: Plumbing engineer</b>  <b>Qualification: Plumbing Engineering Diploma (Bac + 3) or other equivalent university training</b>		<b>Name:</b>	
University Diploma and Studies		0.5	
<b>General experiences:</b> (at least 5 years of experience in the construction sector)		0.5	
<b>Specific professional experience:</b>  Have participated as a plumbing/fire safety expert in the completion of at least one (01) technical study projects and/or supervision and control of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa			0.5
<b>Years of experience working with the Consultant</b>  Have collaborated with the CONSULTING FIRM as an employee or expert for at least two (02) years.			0.5
Experience in sub-Saharan Africa		0.5	
<b>Sub Total J</b>		2.5	
<b>K) Expert topographer 3pts)</b>		<b>Name :</b>	



SPORCAP CONSULTANT EVALUATION GRID		Total/Pts	Ratings
<b>Profile: Topographical Engineer</b>			
<b>Qualification: Diploma</b> in topography (Bac + 3) or other equivalent university training			
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 5 years of experience in the construction sector)	1		
<b>Specific professional experience:</b> Have participated as a topographer in the completion of at least one (01) technical study projects and/or supervision and control of construction projects in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa.		0.5	
<b>Years of experience working with the Consultant</b> Have collaborated with the CONSULTING FIRM as an employee or expert for at least two (02) years.		0.5	
Experience in sub-Saharan Africa	0.5		
<b>Sub Total K</b>	3		
<b>L) Geotechnical expert (3pts)</b> <b>Profile: Geotechnical Expert</b>			
<b>Qualification: Diploma</b> in geotechnics (Bac + 3) or other equivalent university training		Name:	
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 5 years of experience in the construction sector)	1		
<b>Specific professional experience:</b> Have participated as a geotechnician in the completion of at least one (01) technical study projects and/or supervision and control of construction projects in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa.		0.5	
<b>Years of experience working with the Consultant</b> Have collaborated with the CONSULTING FIRM as an employee or expert for at least two (02) years.		0.5	
Experience in sub-Saharan Africa	0.5		
<b>Sub Total L</b>	3		
<b>M) Expert in Flooring Engineering (3pts)</b> <b>Profile: Geotechnician or Materials Engineer or Civil Engineer specializing in coatings</b>			
<b>Qualification: Diploma</b> in Civil Engineering (Bac + 3) or other equivalent university training		Name:	
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 5 years of experience in the construction sector)	1		
<b>Specific professional experience:</b> Have participated as an expert in the completion of at least one (01) technical study projects and/or supervision and control of construction projects in urban		0.5	



SPORCAP CONSULTANT EVALUATION GRID		Total/Pts	Ratings
areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa.			
<b><u>Years of experience working with the Consultant</u></b>			
Have collaborated with the CONSULTING FIRM as an employee or expert for at least two (02) years.	0.5		
Experience in sub-Saharan Africa	0.5		
<b>Sub Total M</b>	3		
<b>N) Expert in hydraulic engineering and know-how in the planning of drainage works (2.5pts)</b> <b>Profile: Hydraulic engineer</b>	Name:		
<b>Qualification: Diploma in Rural or Civil Engineering (Bac + 3) or other equivalent university training</b>			
University Diploma and Studies	0.5		
<b>General experiences:</b> (at least 5 years of experience in the construction sector)	0.5		
<b>Specific professional experience:</b>			
Have participated as an expert in the completion of at least one (01) technical study projects and/or supervision and control of construction projects in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa.	0.5		
<b><u>Years of experience working with the Consultant</u></b>			
Have collaborated with the CONSULTING FIRM as an employee or expert for at least two (02) years.	0.5		
Experience in sub-Saharan Africa	0.5		
<b>Sub Total N</b>	2.5		
<b>TOTAL II.3: (H+I+J+K+L+M+N)</b>	19.5		
<b>Total II (II.1+II.2+II.3)</b>	60		
<b>Grand Total of the Evaluation (I+II+III)</b>	100		

NB: the projects cited in the CV of each expert must have the names, addresses and contact details of the project owner or employer for the purpose of verifying the information.

**Section IV – Financial Proposal – Standard Forms**

**Form FIN-1: Financial Proposal Submission Form**

\_\_\_\_\_  
[Place, Date]

HAS : \_\_\_\_\_  
[Customer Name and Address]

We, the undersigned, have the honour to offer you our Services, as Consultant, for [Insert Title of Services] in accordance with your Request for Proposals dated [Insert Date] and our Technical Proposal.

Attached is our Financial Proposal which amounts to [insert amount(s) in words and figures for each currency], excluding taxes, duties and fees, as specified in Article 16.3 of the **Specific Data**. The estimated amount of such taxes, duties and fees applicable in the Client's country is [insert amount in words and figures and currency] which will be confirmed or adjusted, if necessary, during the Contract negotiations. [Note that the amounts must be the same as in Form FIN-2]

Our Financial Proposal shall be binding on us, subject to any changes resulting from the negotiation of the Contract, until the expiry of the validity period of the Proposal, i.e. until the date indicated in Article 12.1 of the **Specific Data**.

We understand that you reserve the right to cancel the process and reject any Proposals at any time prior to the award of the Contract.

Please accept, Ladies and Gentlemen, the assurance of our highest consideration.

Signature of the authorized representative: \_\_\_\_\_ [in full and initials]

Name and title of signatory: \_\_\_\_\_

Able to: \_\_\_\_\_

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

Contact information (phone and email): \_\_\_\_\_

[For a Group, all members must sign or only the proxy, in which case the power of attorney authorizing the signatory to sign on behalf of all members must be attached.]



## Form FIN-2: Price Summary

No.	Designation	U	Qty	PU (F CFA)	PT (F CFA)
100	<b>FIXED PHASE (FP) [Paid at a fixed rate]: 30%</b>				
101	<u>Mission 0&amp;1: Commencement of the Fixed Phase</u> 17% (FP)	LS	1		
102	<u>Mission 2: Summary study Report (SSR):</u> 17% (FP)	LS	1		
103	<u>Mission 3: Detailed study Report (DSR) / 33% (FP)</u>	LS	1		
104	<u>Mission 4: Studies of the transversal aspects of the SPORCAP sub-projects</u> 20% (FP)	LS	1		
105	<u>Mission 5: Preparation of Consultation File (CF) / 10% (FP)</u>	LS	1		
106	<u>Mission 6: Assistance with the award of works contracts (ACT) / 3% (FP)</u>	LS	1		
<b>Subtotal 100: Fixed Phase (TF)</b>					
200	<b>CONDITIONAL PHASE (CP): Remuneration of staff based on time spent: 70%</b> <u>Mission 7: Conditional Phase start-up report and visa and validation of execution studies and technical provisions (visa)</u> <u>Mission 8: Works Contract Execution Department (DET)</u> <u>Mission 9: Monitoring the implementation of THE ESMP during the works</u> <u>Mission 10: Scheduling, Management and Coordination of the site (SMC).</u> <u>Mission 11: Assistance with reception operations (AOR).</u> <u>Mission 12: Site Monitoring during the Warranty Period</u>				
201	Chief of Mission	MM	10		
202	Follow up Engineer	MM	10		
203	Socio-environmentalist expert	MM	10		
204	Senior Follow up Technicians	MM	3x10 = 30		
205	Pool of technical experts who can be mobilized in the <b>Conditional Phase (CP)</b> phase	MD	120		
206	General Operation				

No.	Designation	U	Qty	PU (F CFA)	PT (F CFA)
206.1	The general operation of the mission for the three sites (liaison with the mobilization of at least two (02) 4x4 liaison pick-ups, secretary, drivers, publishing, reprography, and various travel expenses)	LS/Month	10		
206.2	Monitoring and reporting of quarterly visits during the warranty period and final acceptance with the mobilization of the mission manager and the engineer follow-up	LS/Quarter	4		
	<b>Subtotal 200: Conditional Phase (CP)</b>				
	<b>Amount excluding taxes (HT: FP+CP)</b>				
	Value-added tax (VAT: 19.25% of the amount excluding VAT)				
	Income Tax (IR: 2.2% or 5.5% x Amount excluding VAT)				
	Net A Mandator (NP: HT-IR)				
	<b>Amount including tax (Amount excluding tax + VAT)</b>				

**NB:** Payments will be made in the currency(ies) indicated above (Reference to IC 16.4).

## Form FIN-3: Sub-detail of Remuneration

[NB:

- For Time-Based Contracts, this form will serve as the basis for payment.
- For Fixed Fee Contracts, the data provided in this form will not be used for payment of the Services, but, where applicable, to establish the Consultant's remuneration for additional services at the Client's request. The format of this form is provided for information purposes only.]

A. Remuneration:						
No.	Name	Position (see TECH-4)	Expert Remuneration/day <sup>1</sup> (HT)	Total contribution in Expert/day (cf. TECH-4)	[Foreign currency – cf. FIN-2]	[National currency – cf. FIN-2]
	Key Personnel					
K-1	Chief of Mission		[Seat]			
K-2	Follow-up Engineer		[Ground]			
K-3	Socio-environmental expert					
K-4	Senior Follow-up Technicians					
K-5	Senior Follow-up Technicians					
K-6	Pool of technical experts who can be mobilized in the Conditional Phase (TC) phase					
	Other staff					
N-1	Secretary		[Seat]			
			[Ground]			
N-2	Drivers					
				<b>Total cost excluding VAT</b>		

<sup>1</sup> Unlike short-term Experts who will be priced in Expert/day, long-term Experts will be priced in Expert/month.



## Form FIN-4: Other Expenses

[NB:

- For Time-Based Contracts, this form will serve as the basis for payment.
- For Fixed-price Contracts, the data provided in this form will not be used for payment of the Services, except in the case of reimbursable expenses (see "Nature" column).]

## B. Other Expenses:

No	Type of expenses <sup>1</sup>	Unit	Nature <sup>2</sup>	Unit Cost excluding VAT	Quantity	[Foreign currency – cf. FIN-2]	[National currency – cf. FIN-2]
—	Per diem <sup>3</sup>	Day	Package	—	—	—	—
—	International travel	Ticket	Package	—	—	—	—
—	Local trips	Ticket	Package	—	—	—	—
—	Communication cost	Monthly	Package	—	—	—	—
—	Reprography of reports	1	Package	—	—	—	—
—	Office rental	Monthly	Package	—	—	—	—
—	...	—	—	—	—	—	—
—	Training of Client personnel – if provided for in the ToR	According to ToR	Package	—	—	—	—
				Total cost excluding VAT			

<sup>1</sup> Remove any material that is not relevant to the Services.

<sup>2</sup> Replace "package" with "refundable" if the Customer prefers to reimburse expenses incurred at their actual cost.

<sup>3</sup> A per diem is paid for each right spent by the personnel away from their usual place of residence and required by the Contract. It will include meals, accommodation, local transport and other mission expenses. The Client may set a ceiling.

## Section V – Eligibility Criteria

### Eligibility for awarding contracts financed by the AFD

1. The financing granted by the AFD has been completely untied since January 1, 2002. With the exception of cases of embargo by the United Nations, the European Union, or France, the AFD finances all contracts for works, supplies, equipment, intellectual services (consultants) and other services, without consideration of the nationality of the successful bidder (nor that of its suppliers or subcontractors), or the origin of the inputs or resources used in the implementation process.
2. A Person cannot be awarded a contract financed by the AFD:<sup>1</sup> who, or of whom a member of the group, where applicable, a subcontractor, a Manager<sup>2</sup>, an employee or agent (whether declared or not), at the date of submission of an application, offer, quotation proposal or at any time between that date and the award of this contract:
  - 2.1 is in a state of or is the subject of bankruptcy, liquidation, judicial settlement, safeguard, cessation of activity proceedings, or is in any similar situation resulting from proceedings of the same nature;
  - 2.2 has been the subject for less than five years, of a final administrative sanction, a final conviction pronounced by a competent authority, or any other resolution outside of trial<sup>3</sup> having in particular an extinguishing effect on public action, i.e. (i) in the country of registration of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the award or execution of a contract financed by the AFD, (iv) pronounced by an institution of the European Union or (v) pronounced by a competent authority in France, For:
    - a) facts of prohibited practices<sup>4</sup>, or for any offence committed in connection with the award or performance of a contract, subject to additional information, such as a compliance programme, that said Person (or, respectively, its subcontractor, Manager, employee or agent) deems useful to transmit as part of the Declaration of Integrity, which would allow this sanction, conviction or resolution to be considered not to be relevant in the context of this Contract;
    - b) facts of participation in a criminal organization, terrorist or terrorist-related offenses, child labor, or other offenses related to human trafficking;
    - c) having created an entity in a different jurisdiction with the intention of evading tax, social security or any other legal obligation applicable in the territory where its registered office, central administration or principal establishment is located or (ii) for being an entity created with the intention of evading such obligations;
  - 2.3 has been the subject of a termination pronounced at its exclusive fault during the last five years due to a serious or persistent breach of its contractual obligations during the execution of a contract, provided that this termination has not been the subject of a challenge on its part which is currently being processed or which has given rise to a court decision overturning the termination at its exclusive fault;
  - 2.4 is subject to an ineligibility measure taken by one of the multilateral development banks that are signatories to the mutual recognition agreement of April 9, 2010; in the event of such an ineligibility measure, the Person may attach to the Declaration of Integrity the additional information which would allow to consider that this measure of ineligibility is not relevant in the context of this Market;

<sup>1</sup> Means any natural or legal person, as well as any association or grouping of several of these Persons.

<sup>2</sup> Means any natural person who is a member of the administrative, management or supervisory body of a legal person, or who has powers of representation, decision or control over a legal person.

<sup>3</sup> Including in particular the Public Interest Judicial Convention (CJIP), decision following an Appearance on Prior Acknowledgment of Guilt (CRPC), negotiated resolution agreement or any other similar form of transaction putting an end to proceedings.

<sup>4</sup> As defined in Section VI – Rules on Prohibited Practices – environmental and social responsibility



- 2.5 has not fulfilled its obligations relating to the payment of its taxes or social security contributions in accordance with the legal provisions of its country of establishment, or those of the country of the Contracting Authority;
  - 2.6 has produced false documents or has made a false declaration in providing the information required by the Contracting Authority as part of the process of awarding and tendering the Contract.
3. Furthermore, a contract financed by the AFD may not be awarded to a Person who, or whose subcontractor, Manager, employee or agent (whether declared or not), direct or indirect shareholder, or subsidiary, acting with their knowledge or consent, on the date of submission of an application, offer, proposal, quotation, or at any time between this date and the award of this Contract:
  - 3.1 is directly or indirectly targeted by, controlled by, or acting on behalf of or on behalf of a person or entity targeted by individual sanctions measures adopted by the United Nations, the European Union and/or France;
  - 3.2 is directly or indirectly targeted, controlled by a targeted person or entity, or acts in the name or on behalf of a person or entity targeted by sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
  - 3.3 is ineligible to carry out the project due to any other international sanctions measure imposed by the United Nations, the European Union or France.
4. Public institutions and companies are admitted to participate in a competitive tendering procedure on condition that they can establish (i) that they enjoy legal and financial autonomy, and (ii) that they are governed by the rules of commercial law. To this end, public institutions and companies must provide any document (including their statutes) that establishes, to the satisfaction of the AFD, (i) that they have a legal personality distinct from that of their State, (ii) that they do not receive any public subsidy or significant budgetary aid, (iii) that they are governed by the provisions of commercial law and that in particular they are not required to pay their financial surpluses to their State, that they can acquire rights and obligations, borrow funds, are required to repay their debts and can be subject to collective proceedings.

## Section VI – AFD Rules – Prohibited practices – environmental and social responsibility

### 1. Prohibited practices

The Contracting Authority, candidates, bidders, consultants or service providers must respect the most rigorous ethical rules during the award and execution of contracts.

For the purposes of applying this provision, the AFD introduces the concept of Prohibited Practices, which refers to acts as defined in the documents entitled "General policy of the AFD group on the prevention and fight against Prohibited Practices"<sup>1</sup>, and "Guidelines for awarding contracts financed by the AFD in foreign countries"<sup>2</sup>, available on the AFD website.

By signing the Declaration of Integrity, suppliers, consultants, contractors and their subcontractors declare that they have not engaged in or will not engage in any Prohibited Practice during the award and performance of the Contract.

A Person cannot be awarded a Contract financed by the AFD<sup>3</sup> who, or whose subcontractor, a Manager<sup>4</sup>, an employee or agent (whether declared or undeclared), at the date of submission of an Application, Bid, Proposal, Quotation, or at any time between that date and the award of the corresponding Contract, has engaged in a Prohibited Practice, directly or through an agent (whether declared or undeclared), with a view to obtaining that Contract.

AFD requires that procurement documents and the contracts it finances contain a provision requiring candidates, bidders, consultants or service providers, and their subcontractors that they authorise the AFD to carry out investigations, and in particular to examine the documents and accounting records relating to the award process and the execution of the contract and to submit them for verification to auditors appointed by the AFD.

In order to detect and combat Prohibited Practices as best as possible, the AFD has set up a reporting system open to third parties. Any person may therefore report an allegation of a Prohibited Practice directly to the AFD Investigations Function, either:

- By email, to the address: [investigationsGroupeAFD@rutanota.com](mailto:investigationsGroupeAFD@rutanota.com), Or
- By letter addressed to the Compliance department of the AFD group, 5 rue Roland Barthes, 75012 Paris.

### 2. Environmental, Social, Health and Safety (ESHS) Responsibility

In order to promote sustainable development, AFD wishes to ensure compliance with internationally recognized environmental and social standards in the Contracts it finances. To this end, Candidates, Bidders and Consultants and their subcontractors must undertake, on the basis of the Declaration of Integrity, to:

- a) comply with environmental standards recognized by the international community, including international conventions for the protection of the environment, and in particular to take all reasonable measures to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on people and property, resulting from pollution, noise, vibrations, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country where the Contract is performed.

<sup>1</sup>For information purposes, this policy is accessible via the following link: <https://www.afd.fr/fr/ute-contre-la-corruption>

<sup>2</sup>For information purposes, these Guidelines are accessible via the following link: <https://www.afd.fr/fr/rapports-offres-et-passations-de-marches>

<sup>3</sup>Means any natural or legal person, as well as any association or grouping of several of these Persons

<sup>4</sup>Means any natural person who is a member of the administrative, management or supervisory body of a legal person, or who has powers of representation, decision or control over a legal person.



- b) Implement environmental and social risk mitigation measures when indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that emissions, surface discharges and effluents produced by our activities comply with the limits, specifications or requirements applicable to the Contract.
- c) respect workers' rights relating to wages, working hours, rest and holidays, overtime, minimum age, regular payments, compensation and benefits in accordance with standards recognized by the international community, including the fundamental conventions of the International Labor Organization (ILO), in line with the laws and regulations applicable in the country where the Contract is being carried out; indicate these elements in a document annexed to the employment contracts of our employees and at the disposal of the Contracting Authority; and respect and facilitate workers' rights to organize themselves and set up a grievance management mechanism for direct or indirect workers.
- d) implement practices of non-discrimination and equal opportunities, and ensure the prohibition of child labour and forced labour.
- e) maintain a file for each local staff member recording the hours worked by each person, the type of work, wages paid and training received, and that these files are available at all times so that they can be examined by the Contracting Authority and authorized government representatives, in compliance with the laws and regulations applicable to the protection of personal data in the country where the Contract is being carried out.





Section VII – Terms of Reference

## 1. BACKGROUND AND RATIONALE

### 1.1) GENERAL CONTEXT AND PRESENTATION

The SPORCAP project is a project that consists of shedding light on the practice of sport, which is today recognized as much for its virtues in terms of personal development (self-confidence, surpassing oneself, self-control) as as a vector for sharing universal values (respect, sharing, solidarity), but also for integration and cohesion.

According to the Sustainable Development Goals (SDGs), sport is described as an "important element of sustainable development", highlighting its "contribution to peace, the empowerment of women and youth, the achievement of health, education and social cohesion goals" and promoting "tolerance and respect". A universal language that speaks particularly to young people, sport is an excellent means of access and intervention with young people, in particular promoting the development of gender equality and the integration of populations with disabilities.

Economically, sport offers considerable potential. Currently estimated at 2% of global GDP by the OECD, this growing sector generates economic activities and local jobs, but remains behind on the African continent (it represents only 0.5% of GDP in Africa).

Based on this observation, the AFD group has made sport one of its new areas of action by adopting a "sport and development" strategy in 2019. This contributes to the group's "100% social bond" commitment and to "sport for all", thus promoting equal opportunities in sports practice while placing particular emphasis on gender equality. AFD also intends to use sport as a means of amplifying the achievement of the results assigned to the education, urban development or health projects that it supports.

In this context, AFD finances and supports the SPORCAP project in Cameroon, aimed at supporting the rehabilitation of local sports infrastructure in intermediate cities in Cameroon and strengthening the capacities of stakeholders in its sports ecosystem. Bamenda, Bafoussam, Bertoua, Garoua and Maroua are the five cities identified to benefit from the program and its achievements.

The SPORCAP project will have to respond as a priority to the challenges of developing sport for all, of which young people will be the first beneficiaries, and thus facilitate the practice of sport for women.

To date, only feasibility studies have been carried out by the URBAPLAN design office, resulting in the identification of sub-projects requiring in-depth technical studies (APS-APD-NIES-DCE), which are the subject of this service.

The SPORCAP project aims to make sport accessible to all by creating local sports infrastructure in Bamenda, Bafoussam, Bertoua, Garoua and Maroua, and to strengthen the capacities of Cameroonian sports stakeholders.

The project includes 3 major components bringing together the interventions below:

1. **Component 1: urban planning for young people through sports facilities**
  - Creation/rehabilitation of local sports infrastructure (including related developments);
  - Definition of the methods of management, maintenance and operation of future infrastructures.
2. **Component 2: Implementation of a capacity building program for Cameroonian sports stakeholders**
  - Support for Cameroonian sports stakeholders, particularly in the management, operation and running of local sports facilities (training and capacity building);
  - Support for the implementation of Cameroonian public policy on sport for all.
3. **Component 3: Transversal component of management, project management and capacity building of the MOA**
  - Support for management for the two components (sports equipment and capacity building of Cameroonian sports stakeholders);
  - Capacity building of actors in charge of the MOA.
  - Communication
  - Audit
  - Project evaluation



## 1.2) JUSTIFICATIONS

### 1.2.1) DEVELOPMENT OF LOCAL SPORTS FACILITIES

The SPORCAP Project, which benefits from a subsidy of 10 million euros from the French State, aims to create or rehabilitate sports facilities in 5 intermediate towns in the country that are under-equipped with local public facilities.

Smaller facilities intended to accommodate practice in a school or amateur setting (sports association or free practice of sport) are very rare, particularly given the density of urban fabrics. These rare, summarily equipped sports facilities (almost exclusively football, basketball, handball or volleyball) are in the majority of cases located within the grounds of public schools, in enclosed areas and more rarely on grounds accessible to the public. They reveal very advanced states of disrepair, both on the platforms (when they exist) and the specific equipment (cages, baskets, posts), but also on the developments whose surface areas do not seem to meet standards. In the cities of the SPORCAP project, sports spaces developed in the city and intended for free practice are very rare, if not practically non-existent.

Finally, sports practice mainly takes place in informal spaces in the city, in the interstitial spaces of the urban fabric (wasteland, road overhangs, fenced but unbuilt private land, edges of flood zones) and the various dirt streets are spontaneously used by young people who are involved in various activities, including football which can be played anywhere. All the cities in the SPORCAP project generally experience difficulties in building socio-collective public facilities, including local sports facilities, due to the virtual absence of land reserves.

Thus, if the demand is mainly for fields that can accommodate the practice of classic sports (football, basketball, volleyball, etc.) regardless of the gender of the participants, there is also demand for less practiced sports such as athletics or even health sports, particularly for the elderly.

However, not all public sports sites (including schools) in regional capital cities are equipped to the highest standards, due to the financial, human and technical weaknesses of the public authorities.

Furthermore, the "gender" diagnosis conducted in the city of Bamenda in support of the launch of the SPORCAP program, noted that existing sports infrastructures are generally poorly or not at all adapted to women's sports practice and accentuate the inequalities of access of girls and women to sports facilities in the city. The conclusions of this "gender" study confirm the need to design, build and manage/animate sustainable and inclusive local sports infrastructures, in favor of women's sports practice.

### 1.2.2) CAPACITY BUILDING

The specific attributions of the various Cameroonian institutions are clear in the texts, but in reality, the actions carried out by these actors hardly follow what is prescribed by their skills, due to lack of budget and strategic vision. The MINSEP (Ministry of Sports and Physical Education) is entrusted, through its central role, with attributions related to the promotion and development of sport and physical activity among associations (federations, leagues, clubs), among all Cameroonian citizens and in particular school children, by the creation of education programs such as the training of physical education teachers, through the INJS (National Institute of Youth and Sports) (and the CENAJES (National Centre for Youth and Sports), its decentralized representations). The MINSEP is also responsible for ensuring the planning, construction, renovation and management of sports infrastructure of national scope throughout the country. Before the application of the decentralization laws and the creation of ONIES (National Office of Sports Infrastructure and Equipment), MINSEP was responsible for all sports infrastructure in Cameroon.

Despite the law on decentralization and the transfer of certain skills in sports, it would seem that MINSEP still ensures project management (sometimes through its decentralized structures) of a majority of sports infrastructures on Cameroonian territory. This is therefore the case for large-scale infrastructures as well as the simplest local sports infrastructures, which will be transferred to the Decentralized Territorial Communities (CTD) after construction.

Generally speaking, it seems first of all that Cameroon lacks an overall strategic vision that guides the actions of the national sports movement. This lack of vision can be corroborated by the non-existence of a national strategy for the development of sport, which must provide a guideline and an overall vision for its actions. Due to the absence of this, but also in connection with the budgetary shortcomings experienced, the actions of MINSEP appear more geared towards investments in large-scale sports equipment, intended for professional or organized amateur practice (clubs playing in leagues). In this logic, funding is mainly directed towards infrastructure and large-scale events, promoting elite sport, rather than towards mass sport and the development of local infrastructure. By extension, the skills, human resources and financial means dedicated to the creation of local sports infrastructure and the support of mass sport are very limited.



In light of the interviews conducted during the feasibility study (URBAPLAN), certain weaknesses were identified and shared by/with stakeholders in the Cameroonian sports ecosystem, whether public or private. These can be grouped into the following major families of themes:

- The level of competence of human resources involved in the field of sport: A large number of players in the field of sport are former PE teachers or professional athletes, who have not necessarily benefited from additional training to conduct their activities (administrative and financial management, digitalization of data, gender approach in sports, communication, marketing, project management, social animation, engineering of sports infrastructures, public procurement and contracting of external service providers, etc.). The weakness of these skills concerns institutional players as much as private players (federations, leagues, sports associations, etc.).
- The dimensions of management, maintenance and animation of sports infrastructures are not implemented by the institutions responsible for sport, due to lack of resources, but also of skills. The mission of equipping the territory with sports infrastructures is therefore generally limited to construction and delivery, but without anticipation or management of the dimensions of management and maintenance, generally leading to the rapid deterioration of the achievements.
- The governance of sport is largely improvable, since despite the definition of certain attributions, the areas of intervention of the different institutions are not so easily readable. This governance results strongly from the weakness of the skills and means available to these institutions, but also from the weakness of institutional dialogue;
- A training offer for players in the sports ecosystem that could be greatly improved, whether in terms of the volume of students trained, the quality of teaching and the variety of educational content, which remain very traditional. This training offer is mainly provided by the INJS and the CENAJES. If since decree no. 2016/247 on the reorganization of the institution, the INJS (and by extension the CENAJES) has initiated a diversification of its training offer, the relatively modest budgets allocated to the institute limit the number of students trained and graduated. In response to these shortcomings, alternative and innovative training offers have been created in recent years, such as the University of Ngaoundéré 2, the CERDEPS (Centre for Study and Research in Law, Economics and Sports Policy) and the Françoise Mbango Institute.
- An observation shared by the stakeholders met concerns the lack of vision and skills of private institutions and structures (mainly federations and leagues) to effectively promote sport and sporting events, in connection with the dimensions of attractiveness and economic profitability of sport (sports infrastructure and competitions). Skills in sports marketing, strategic communication, social media management, public relations or even in developing partnerships with private sponsors and the media are essential dimensions of the promotion of sport, but not or little mastered by all the stakeholders of sport, thereby limiting the promotion of sport and the generation of a financial windfall allowing financial autonomy or even financial profitability.

Considering these findings, component 2 consists of providing support for training in sports professions and strengthening the capacities of sports professionals. Two types of skills to be strengthened have been identified: hard skills (design engineering and management/maintenance of sports equipment) and soft skills (sports coaching, animation of sports infrastructures). An in-depth analysis of the needs expressed and skills to be strengthened will be carried out at the beginning of the project.

A two-level intervention was chosen, with support for hard/soft skills:

- Level 1: strengthen initial training and the professional sector of sports trainers/supervisors (training of trainers), by targeting support for Cameroonian training institutions under the supervision of MINSEP:
  - The National Youth and Sports Centres (CENAJES), decentralized across the territory, which train sports teachers/senior technicians.
  - The National Institute of Youth and Sports (INJS), based in Yaoundé, which trains managers, engineers/teachers in PE, and in sports equipment design professions.
- Level 2: in connection with the C1 of the project, strengthen the continuing training and capacities of local stakeholders (cities, local sports associations, schools concerned) to operate, manage and run local sports infrastructure and thus ensure the sustainability of investments. The support could in particular focus on agents active in cities and CLS of CR (engineers, social mediators), heads of high school services and local stakeholders involved in sports practice and animation (federations, sports clubs, sports associations, etc.). The CENAJES and



other decentralized ministerial services, such as the CMPJ (Multifunctional Youth Promotion Centers, under the supervision of MINJEC), could ultimately be mobilized to support local stakeholders who will benefit from the infrastructure built on SPORCAP.

The activities of the C2 will be implemented by a single operator who will work directly with the INJS, the CENAJES, the towns and local stakeholders.

The operator will implement the C2 in two phases:

- Phase 1: in-depth analysis of the needs expressed and definition of the detailed support to be deployed at both levels (including mapping of stakeholders on each sports infrastructure carried out in the five cities) and the coordination to be organized with the two sectoral ministries: MINSEP (on the management of sports infrastructure and training of sports supervisors) and MINJEC (on the animation and youth mobilization component);
- Phase 2: implementation of the activities defined in phase 1 at both levels, including the deployment of new training courses/modules.

Furthermore, particular attention will be paid to integrating the gender dimension at all levels of intervention of component 2. This involves the design and implementation of initial and continuing training that integrates specific modules on the specific needs of women and gender inequalities in sports practice, as well as strategies aimed at ensuring equitable participation of women and men in the management, animation and use of local sports infrastructures.

### 1.2.3) SECURITY CONTEXT:

The Consultant shall acknowledge the security context, assess the associated risks pertaining to the execution of the Contract and take into account the possibility that security conditions may deteriorate during the performance of the Contract. The security of mobilized personnel and goods under the Contract will remain the sole responsibility of the Consultant. The Consultant commits to implementing security measures that it deems necessary and sufficient in order to ensure the security of these personnel and goods.

## 2. OBJECTS OF THE SERVICES AND ACHIEVEMENTS ENVISAGED

The object of the services is for the "Complete project management of construction and rehabilitation projects for local sports facilities in the city of Bamenda as part of the regional capitals sports program "SPORCAP".

### 3. OBJECTIVES OF THE SERVICE

These terms of reference aim to entrust a consultant with the complete project management of the sub-projects selected within the framework of the SPORCAP program. For the city of Bamenda, this concerns more specifically the development of sports facilities in certain districts, in particular in the following three sites:

- Bamenda I: GS Station;
- Bamenda II: PARCOURS Vita;
- Bamenda III: GS Nibung;

The services expected from the consultant consist of achieving the following results: the development of a detailed program for each sports infrastructure site, technical studies (SSR, DSR, ECD), environmental and social studies (ESIN, ESMP) including land studies, resettlement action plans (PAR) where applicable, Developing the call for tenders file(s) and ensuring the supervision and control of the works and monitoring the behaviour of the structures during the guaranteed period.

### 4. ACHIEVEMENTS ENVISAGED WITHIN THE FRAMEWORK OF THE PROJECT AND STUDIES TO BE CARRIED OUT

Specifically, the work around the three (03) sites selected in the city of Bamenda will be structured around the following activities:





Selected sites	District	Proposed sports facilities & related amenities (feasibility study level)	cost estimates (feasibility study level)
Parcours Vita	Bamenda II	<ul style="list-style-type: none"> <li>Renovation and construction would involve:</li> <li>Earthworks;</li> <li>Realization of retaining walls;</li> <li>Drainage gutters;</li> <li>Football pitch (90x45);</li> <li>Athletic tracks;</li> <li>Volley ball pitch (18x9)</li> <li>Hand ball pitch (40x20)</li> <li>Multipurpose pitch (2 hand / 2 baskets / 1 volley) (40x20)</li> <li>Exercise post in iron/wood (implanted along the athletic track)</li> <li>Solar lighting with concrete base;</li> <li>Covered kiosk (5x5) and longitudinal benches- space for socializing;</li> <li>Concrete benches;</li> <li>Mobile equipment (2 goalposts for football) – to add to half football fields;</li> <li>Trash can be fixed to a support surface;</li> </ul>	457 717 930 TTC FCFA
GS NIBUNG MILE 4	Bamenda III	<ul style="list-style-type: none"> <li>Earthworks;</li> <li>Realization of retaining walls;</li> <li>Metallic grill for the protection of balls;</li> <li>Drainage gutters;</li> <li>Rehabilitation and upgrading of existing football pitch;</li> <li>Realization of volleyball field;</li> <li>Multipurpose pitch (1 handball, 2 basketball, 1 volleyball) ;</li> <li>Covered sports platform (workout and physical activity) with weight training 12x12;</li> <li>Changing rooms and toilets connected to water and electricity;</li> <li>Steps in three rows in RC;</li> <li>Solar lighting with concrete base;</li> <li>Concrete benches;</li> <li>Planting of medium stem trees;</li> <li>Trash can be fixed to a support surface;</li> <li>Mobile equipment (2 goalposts for football) – to add to half football fields.</li> </ul>	301 433 096 TTC FCFA
G S STATION	Bamenda I	<ul style="list-style-type: none"> <li>Earthworks;</li> <li>Realization of retaining walls;</li> <li>Metallic grill for the protection of balls;</li> </ul>	215 830 491 TTC FCFA

Selected sites	District	Proposed sports facilities & related amenities (feasibility study level)	cost estimates (feasibility study level)
		<ul style="list-style-type: none"> <li>• Drainage gutters;</li> <li>• Rehabilitation and upgrading of existing football pitch;</li> <li>• Multipurpose pitch (1 handball, 2 basketball, 1 volleyball) ;</li> <li>• Covered sports platform (workout and physical activity) with weight training 12x12;</li> <li>• Solar lighting with concrete base;</li> <li>• Concrete benches;</li> <li>• Planting of medium stem trees;</li> <li>• Trash can be fixed to a support surface;</li> </ul>	

Alternative development proposals have been made by various sports stakeholders on certain sites, and in this sense, these proposals will be documented in order to allow the project manager to take them into account when developing detailed programs for each site concerned (with the possibility of analysing several development proposals). An exhibition on the various development proposals will have to be made by the Project Owner to retain only one option to be studied in SSR, DSR, then ECD/Tender file for works.

## 5. MISSIONS ENTRUSTED TO THE CONSULTANT

The implementation of these consultant services will be phased into two (02) phases: the "Fixed Phase" and the "CONDITIONAL Phase".

### 5.1) "FIXED PHASE":

This phase concerns the completion of certain studies and other services relating to the work of the sub-projects selected within the framework of the SPORCAP Programme. To this end, the consultant will carry out the following missions:

- **Mission 0:** Commencement of fixed phase
- **Mission 1:** Programming Studies
- **Mission 2:** Summary Study Report (SSR)
- **Mission 3:** Detailed study Report (DSR)
- **Mission 4:** Studies of the transversal aspects of the sub-projects selected within the framework of the SPORCAP program
  - ESIN ToR for validation by MINEPDED
  - ESIN covering the three (03) SPORCAP sites
  - Three ESMP including one (01) per SPORCAP site
- **Mission 5:** Preparation of a Consultation File (CF) and files calls for tenders for works. (TD)
- **Mission 6:** Assistance with the award of works contracts (ACT)

### 5.1) "CONDITIONAL PHASE":

The consultant's attention is drawn to the fact that the strengthening of the **Conditional Phase** is subject to the successful completion of the **Fixed Phase**.

This tranche relates to the control and supervision of the works and the monitoring of the behavior of the works during the guaranteed period. The following services will be carried out by the consultant:

- **Mission 7:** **Conditional Phase** start-up report and Visa and validation of execution studies and technical provisions (VISA)
- **Mission 8:** Management and Control of the Execution of the Works Contract (DET)
- **Mission 9:** Monitoring the Implementation of the ESMP during the works
- **Mission 10:** Scheduling, management, and coordination of the construction site (SMC).
- **Mission 11:** Assistance with reception operations (AOR).



## 6. DESCRIPTION OF SERVICES

### 6.1) MISSION 0: START OF THE "FIXED PHASE (FP)"

The consultant, after the site visits (Bamenda 1: Site of the Government School Station; Bamenda 2 : Parcours vita Bamenda 3 : Government School Nibung Mile 4) will prepare a start-up report in which he will readjust his initial technical offer. Thus, it will be presented:

- The methodology for carrying out the service;
- The human and material resources to be mobilized;
- Planning of activities and production of deliverables;
- The expected results and the timetable for their production over time;
- The schedule of service monitoring meetings and the various interim reports which require decisions to be taken to facilitate the progress of the service;
- Any information necessary for the smooth running of the services.

#### 6.1.1) MISSION 1: Programming Studies

The consultant in this mission, based on the conclusions of the feasibility study, will produce a detailed program of achievements by site (on the 03 sites), to be the subject of SSR studies and integrate the functional, management, architectural and technical requirements and expectations for the entire site, therefore for each of the 03.

The feasibility study made it possible to study the sites and make a development proposal at a pre-SSR level as part of the financing instruction. However, the type of sports infrastructure selected as part of the SPORCAP project requires careful consideration of the multiplicity of current and projected uses in order to best design the infrastructure and related developments according to the needs and management and maintenance capacity of the project owner and/or the future site manager. In order to have local sports infrastructure that best meets i) the needs and expectations of users/actors in terms of social ties and inclusion issues, ii) climate issues and technical specificities, and iii) the budgetary, calendar and human capacities (operation – maintenance – management/animation) linked to the context and intervention areas of the project, a programming mission must therefore be conducted before carrying out the detailed technical studies which start at the SSR stage and go all the way to the DSR and TD.

All sports and leisure activities programming of the selected sites must be rethought in order to allow the practice of sports and physical and leisure activities to the greatest number, with particular attention to the most vulnerable groups and in particular women. The facilities in their current state do not always allow this due to poor design, use not always adequate with the initial design but also very limited management and maintenance capacities.

The programming mission will allow:

- Define the detailed programming of each of the three sites: programming of sports and leisure infrastructures and architectural programming (incorporating consideration of issues of inclusion, gender, and issues of resilience and adaptation to climate change of infrastructures)
- Produce an inventory of current management/animation and operating methods in order to draw recommendations for future infrastructures (proposal of operating plan(s) and overall economic model(s)). This should be done on the basis of an estimate of the maintenance and upkeep costs of each infrastructure/equipment.
- The management/animation model must also be proposed for each facility in connection with (i) the recommendations of the gender support service and (ii) the recommendations of component 2 of SPORCAP which will take place in parallel
- Confirm the estimate of the total amount of work before carrying out the SSR/DSR studies
- Propose an overall project execution schedule before carrying out the SSR/DSR studies

The consultant throughout these programming studies will offer for each of the 3 sites:

- An analysis of the site showing its understanding of the project and its context which will complement the analysis carried out for each site by the feasibility study (current operation and condition of equipment, organizational methods, users of the current site. This will involve verifying the relevance of the infrastructures/equipment proposed at the feasibility study level in relation to local socio-economic



needs and examining in more depth the functional and technical needs of each site identified during the feasibility study.

- A complete site programming integrating the requirements and expectations:
  - Functional (validation of the analysis of the implementation site, description of the functional features, direction of traffic and access to the site, surfaces, confirmation that the planned developments i) meet the expectations of users and ii) are adapted to the existing and future resources of managers, etc.). In order to ensure that the programming of the equipment currently planned by the feasibility study is adapted to the needs, practices and profiles of users, the consultant will specify and confirm this sports programming, knowing that multisport is a requirement of the project.
  - Architectural and technical and in particular (non-exhaustive list):
    - urban planning, architectural quality,
    - landscape integration,
    - technical requirement for equipment,
    - materials and their durability so that they are adapted to the climate of Bafoussam and to maintenance constraints (ease of cleaning and repair),
    - flow and access management for buildings in order to provide buildings with entrances/exits, circulation corridors, and flow management systems that facilitate user access while respecting safety regulations.
    - In order to optimize the size of buildings and sports facilities, access and internal circulation spaces, the consultant will specify the capacity of these facilities by determining the number of people who will be able to use them simultaneously or daily.
  - management and animation (opening, expected attendance, activities, user profiles, operating costs, operating methods, personnel resources envisaged and above all operating model integrating operating balance sheet simulations).
- A general composition in plan and volume allowing to appreciate the interiors, or exteriors and the visual aspect of the works and their environment, technical provisions which can be envisaged.

If the site has been the subject of requests for alternative development to the proposals in the feasibility study, this programming phase must propose at least two differentiated solutions for the same site to the project owner. This is to give him the opportunity to make choices based on the advantages or disadvantages explained linked to each of the designs presented.

At the end of the programming mission, the Project Owner will arbitrate to retain only one development proposal which will be the subject of the following SSR and DSR design study missions.

Particular attention should be paid to:

- On taking into account climatic aspects allowing the choice of lighting solutions, rainwater management, orientations on the angle and incidence of sunrise and sunset.
- On the conformity of the developments with safety standards, accessibility (in particular for people with reduced mobility), hygiene and proposals for technical solutions to reduce the energy costs of the project's buildings and infrastructure
- On the consideration of gender on the basis of the gender action plan of the SPORCAP project
- On taking into account the contributions of the operator of component 2 of SPORCAP
- On the prefiguration of management models for future equipment/sites (management models which will influence design choices)
- On the response to user needs, current and supported sporting demands and practices (approach through consultation with user representatives to be included in the methodology)
- Compliance with standards and regulations for the definition:
  - ▲ Dimensions of the land
  - ▲ Lighting equipment
  - ▲ Drainage systems
  - ▲ Rest areas for players
  - ▲ Changing room and toilet areas
  - ▲ Storage areas for equipment

At the end of this mission, the Consultant will produce a detailed program for each of the 3 sites, including the relative elements:



- the installation of infrastructure and equipment and its consequences on the environment (existing collective facilities, schools, sports/cultural/youth associations, etc.), on the materials to be favoured and on its future operation;
- to the characteristics of the infrastructure/equipment: its size, the sports areas, the areas of the annexes, the disciplines practice does, the level of practice;
- for future use: users (numbers, categories, etc.), conditions of use (timetable, paid or non-paid equipment), the nature of the sports/leisure activities that will be offered there; maintenance conditions and the availability of materials for repairs nearby and inexpensively;
- to the prefiguration of the equipment management model: the management department, the staff, the staff in charge of the maintenance, guarding, operating cost, provisionary;
- to the forecast investment cost but also to an initial estimate of management/maintenance costs (maintenance conditions and the presence nearby and inexpensively of materials for repair) and operation and its method of financing based on the principle that financial capacities will remain limited.

Overall, each programme will include a consideration of the link between form (architectural, accessibility, equipment, etc.) and substance (management, animation, operation) with a view to guaranteeing:

- The arrangements for welcoming the public so that the infrastructure meets its vocation as a social space open to all, close to the people, aimed at young people, safe places for girls and women and which allow a wide variety of sports and leisure activities;
- Accessibility for people with reduced mobility and, more generally, taking disability into account;
- The modularity of spaces if appropriate, the range of time slots for using the sites in order to maximize them, particularly if possible, during the day by schools;
- The good fit between the proposed program and the capacity of the institutions that will ensure its maintenance and upkeep.

#### **6.1.2) MISSION 2: SUMMARY STUDY REPORT (SSR)**

Based on the programming carried out in mission 1, the consultant throughout these preliminary draft studies Summary (SSR) will propose for each of the sites:

- A general composition in plan and volume allowing to appreciate the interiors, or exteriors and the visual aspect of the works and their environment, technical provisions which can be envisaged,
- A demolition/removal plan with phasing for the projects concerned,
- A schedule for implementation and a possible division into functional sections,
- A provisional forecast estimate of the cost of the work.

Particular attention should be paid to:

- On taking into account climatic aspects allowing the choice of lighting solutions, rainwater management, orientations on the angle and incidence of sunrise and sunset.
- On the conformity of the developments with safety standards, accessibility (in particular for people with reduced mobility), hygiene and proposals for technical solutions to reduce the energy costs of the project's buildings and infrastructure
- On the consideration of gender on the basis of the gender action plan of the SPORCAP project
- On taking into account the contributions of the operator of component 2 of SPORCAP
- On the prefiguration of management models for future equipment/sites (management models which will influence design choices)
- On the response to user needs, current and supported sporting demands and practices (approach through consultation with user representatives to be included in the methodology)
- Compliance with standards and regulations for the definition:
  - ▲ Dimensions of the land
  - ▲ Surface/coating materials;
  - ▲ Lighting equipment
  - ▲ Drainage systems
  - ▲ Rest areas for players
  - ▲ Changing room and toilet areas
  - ▲ Storage areas for equipment



These studies will include for each site:

- ❖ A descriptive, explanatory and supporting memorandum containing the following elements:
  - A summary of existing data and the establishment of all basic data for a zoning and surface plan and for the sizing of the footprints in the various projects;
  - Topographic surveys of the sites concerned by the study (plan views, longitudinal profiles and cross-sectional profiles); The surveys to be carried out at appropriate scales will be defined by the Design Office and carried out by it after validation by the Project Owner.
  - A geotechnical study of the sites concerned by the projects including the interpretation of the test results;
  - Studies of layouts, town planning, and location;
  - A presentation of the advantages and disadvantages of the different technical options available, making it possible to select the best solution on a technical, financial and social basis;
  - A detailed description of the planned works with standard plans (development of sites, construction of fields (football, handball, basketball, volleyball), construction of stands, clay athletics tracks, rehabilitation of gymnasiums, indoor combat sports fields, brick/concrete changing rooms and toilets, solar streetlights, tree planting, landscaping, etc.);
  - A summary preliminary estimate of the work for each of the proposed solutions;
  - An overall estimate of the planned projects with a summary estimate of the costs of each of the solutions envisaged, based on the preliminary measurements, for all the works forming part of the project; An estimate of the cost of the works at +/- 10%.
  - The method and time limits for carrying out the work;
  - A brief description of the maintenance tasks for the various solutions as well as an estimate of recurring costs.
  - An analysis of management/maintenance/operation methods to be recommended
  - A brief socio-economic study analysing economic profitability
  - One or more accounts(s) report(s) of meetings with the project owner relating to the main options taken at this stage of the mission
- ❖ The preliminary draft report will include in particular the following plans:
  - Location plan,
  - A map of the watershed area at a scale of 1/10,000
  - Plans of the sections treated at 1/10,000, with identification of the planned interventions,
  - Plan drawings of the sections concerned at 1/5,000th, 1/2,000th or 1/1,000th depending on the level of precision required for a good understanding of the plans, longitudinal profiles (1/5,000 – 1/500th) and cross-sections (1/100th – 1/10th) of the sections of the platform concerned,
  - Plans of typical works, at 1/100th, 1/50th or 1/20th,
  - A graphic formalization of the proposed APS in the form of plans, sections and elevations at a scale of 1/100 (1cm/m) with certain significant details at 1/50 (2cm/m);
  - Network plans that may need to be moved.

Based on the examination of the SSR file, the project owner (PO) will give his opinion on compliance with the Terms of Reference, compliance with the rules of the art and standards in force. The PO will also assess the estimates and costs evaluated in relation to the realities of the local market.

▪ Point of attention for the SSR studies:

These points of attention will have to be integrated into the SSR studies to ensure coherent and sustainable planning of sports facilities.

The recommendations listed below are given for information purposes only and it will be the responsibility of the Project Management to integrate them into the technical design.

- **Site development and landscape integration:**
  - Recommendations for outdoor sports fields and ancillary structures:
  - Orient the sports fields lengthwise on the North-South axis;
  - **Landscape integration:**
    - Protect the walls (especially the west walls) with local vegetation to minimize the effects of heat during the afternoon;



- Ensure that the important issue of shading, whether artificial (covers, sails) or natural (trees), is taken into account by the MOE. The latter will therefore have to propose a landscaping concept requiring the creation of preferably natural shading structures;
  - The technical studies of the APS phase would especially benefit from being accompanied by 3D sketches or visual elements in perspective in order to understand the overall quality of the development and the proposals for landscape integration.
- **Rainwater drainage works:**
  - Design efficient drainage systems, adapted to the site and the constraints of the project, and plan the optimal evacuation of rainwater in order to ensure the sustainability of future sports facilities, a key issue for the SPORCAP project.
  - Slightly raise the platforms of the sports fields by earthworks and apply a slope of 0.8% to 1% from the centre and towards the outside. These measures will allow effective flow of rainwater (preventing stagnation on the fields) towards the outside and its evacuation from the platform;
  - Provide the drainage works necessary for the evacuation of rainwater from the site. These drainage gutters (50cm x 50cm), recommended and budgeted for in this feasibility study, will allow rainwater to be evacuated to the outside of the site (the project owner must ensure connection to the public domain drainage networks);
  - Depending on the choice of covering, the project manager must clearly specify the impact this may have on the type of drainage, namely possible drainage works under the ground for permeable coverings (clay, synthetic grass) or only lateral drainage works for impermeable coverings (asphaltic concrete, epoxy resin, tartan), with particular attention to be paid to the protection of the external junction areas;
- **Site lighting:**
  - Ensure that lighting allows for prolonged use of sports areas and reinforces the feeling of security, and provide public lighting at night.
  - With this in mind, the use of solar streetlights (prescribed and budgeted for all sites) should be prioritized, so that lighting is not dependent on the inconsistencies of the electricity network.
  - Identify strategic locations for streetlights, prioritizing solar options for a sustainable approach.
  - Assess connection needs in the case of non-solar street lamps.
- **Waste management:**
  - Develop a solid waste management plan from the studies stage, to be implemented during and after the work.
- **Soft mobility:**
  - Integrate pathways for soft mobility and clearly define pedestrian routes, as well as entry and exit points for sites in the design.
  - The Consultant will have to clearly articulate the development of each site with the urban network.
- **Materials and coverings for sports fields:**
  - **Land coverings:**
    - The surfacing of the sports fields will be confirmed at the Detailed Preliminary Design (DPD) study stage by the Project Manager (PM).
    - Options could include clay, asphalt concrete, tartan, epoxy resin or synthetic turf.
    - The Project Manager (PM) will assess the most suitable option in terms of the feasibility of the work and the management of the equipment. For all surfaces (except clay) and the durability of the marking, the PM must also study the option of providing finishing coats such as varnish protection with the lowest levels of harmfulness during the APD.
    - Only offer high-tech coverings (tartan, epoxy resin and synthetic lawn) if it is assessed that the future manager (depending on the site) has the skills and means of maintenance, but also that the replacement materials are available locally;
  - **Materials:** Provide equipment (cages, baskets) made with local materials to facilitate their replacement and participate in the development of a local economy;
- **Public and social spaces:**
  - The PM will be able to deepen the work of designing welcoming public spaces that are conducive to the development of sociability on sites, particularly on municipal land. For example, this will involve proposing in the DSR phase small structures (multi-functional buildings) inspired by vernacular architecture and made from local materials, which can be both places of sociability and have a more "practical" function linked to stands or the reception of changing rooms.
  - Consider that outdoor sports facilities can also accommodate cultural and/or community activities (multifunction).



### MISSION 3: DETAILED STUDY REPORT (DSR)

Based on the technical studies of the available sub-projects and the chosen development solution, the consultant will establish the project documents at the DSR level which will define and describe precisely the works and services to be carried out. The consultant will prepare all the technical files, drawings, plans necessary for the companies to understand them properly and for the work to be carried out properly.

As part of these DSR studies, consultation meetings will be organized with the Project Owner where explanations on the proposed architectural and technical solutions will be provided as and when.

#### • Point of attention for DSR studies:

These points of attention will have to be integrated into the DSR studies to ensure coherent and sustainable planning of sports facilities.

The recommendations listed below are given for information purposes only and it will be the responsibility of the Project Management to integrate them into the technical design.

- **Site development and landscape integration:**
  - Recommendations for outdoor sports fields and ancillary structures;
  - Orient the sports fields lengthwise on the North-South axis;
  - **Landscape integration:**
    - Protect the walls (especially the west walls) with local vegetation to minimize the effects of heat during the afternoon;
    - Ensure that the important issue of shading, whether artificial (covers, sails) or natural (trees), is taken into account by the MOE. The latter will therefore have to propose a landscaping concept requiring the creation of preferably natural shading structures;
    - The technical studies of the APS phase would especially benefit from being accompanied by 3D sketches or visual elements in perspective in order to understand the overall quality of the development and the proposals for landscape integration.
- **Rainwater drainage works:**
  - Design efficient drainage systems, adapted to the site and the constraints of the project, and plan the optimal evacuation of rainwater in order to ensure the sustainability of future sports facilities, a key issue for the SPORCAP project.
  - Slightly raise the platforms of the sports fields by earthworks and apply a slope of 0.8% to 1% from the centre and towards the outside. These measures will allow effective flow of rainwater (preventing stagnation on the fields) towards the outside and its evacuation from the platform;
  - Provide the drainage works necessary for the evacuation of rainwater from the site. These drainage gutters (50cm x 50cm), recommended and budgeted for in this feasibility study, will allow rainwater to be evacuated to the outside of the site (the project owner must ensure connection to the public domain drainage networks);
  - Depending on the choice of covering, the project manager must clearly specify the impact this may have on the type of drainage, namely possible drainage works under the ground for permeable coverings (clay, synthetic grass) or only lateral drainage works for impermeable coverings (asphaltic concrete, epoxy resin, tarmac), with particular attention to be paid to the protection of the external junction areas;
- **Site lighting:**
  - Ensure that lighting allows for prolonged use of sports areas and reinforces the feeling of security, and provide public lighting at night.
  - With this in mind, the use of solar streetlights (prescribed and budgeted for all sites) should be prioritized, so that lighting is not dependent on the inconsistencies of the electricity network.
  - Identify strategic locations for streetlights, prioritizing solar options for a sustainable approach.
  - Assess connection needs in the case of non-solar street lamps.
- **Waste management:**
  - Develop a solid waste management plan from the studies stage, to be implemented during and after the work.



- **Soft mobility:**
  - Integrate pathways for soft mobility and clearly define pedestrian routes, as well as entry and exit points for sites in the design.
  - The Consultant will have to clearly articulate the development of each site with the urban network
- **Materials and coverings for sports fields:**
  - **Land coverings:**
    - The surfacing of the sports fields will be confirmed at the Detailed Study (DSR) stage by the Project Manager (PM).
    - Options could include clay, asphalt concrete, tartan, epoxy resin or synthetic turf.
    - The MOE will assess the most suitable option in terms of the feasibility of the work and the management of the equipment. For all surfaces (except clay) and the durability of the marking, the PM must also study the option of providing finishing coats such as varnish protection with the lowest levels of harmfulness during the DSR.
    - Only offer high-tech coverings (tartan, epoxy resin and synthetic lawn) if it is assessed that the future manager (depending on the site) has the skills and means of maintenance, but also that the replacement materials are available locally;
  - **Materials:** Provide equipment (cages, baskets) made with local materials to facilitate their replacement and participate in the development of a local economy;
- **Public and social spaces:**
  - The PM will be able to deepen the work of designing welcoming public spaces that are conducive to the development of sociability on sites, particularly on municipal land. For example, this will involve proposing in the DSR phase small structures (multi-functional buildings) inspired by vernacular architecture and made from local materials, which can be both places of sociability and have a more "practical" function linked to stands or the reception of changing rooms.
  - Consider that outdoor sports facilities can also accommodate cultural and/or community activities (multifunction).

#### a) TOPOGRAPHICAL AND GEOMETRIC STUDY

THE Topographic studies will be carried out according to the standards. All surveys as well as the polygon will be provided recorded on standardized notebooks and on computer media in AutoCAD and/or Plste format.

THE Consultant will carry out a detailed topographic survey on existing project sites. A plan will be drawn up at 1/2000 (or where appropriate at an appropriate scale depending on the planned developments), with all the contour lines at sufficient equidistance according to the relief and the levelling points marked sufficiently dense.

The topographical study at the DSR stage and depending on the sites, will be organized around the following aspects.

- **Staking out:** the materialization of the route by axial staking out will be done along the entire project route. A layout notebook will be established.
- **Boundary marking:** visible concrete parallelepiped markers will be installed on both sides so as to allow direct sighting with the tachometer between two markers. All points of intersection of the tangents of curves will also be marked. Each marker will be attached to the leveling of the country.

#### Study of the location of the works and geometry of the layout:

The Consultant will carry out, depending on the sites, the installation of the various structures as well as the study of the earthworks of the platforms.

These studies will be carried out using the appropriate design software which will be presented by the consultant as part of the technical offer.

The consultant will produce, depending on the sub-project sites, an explicit document showing the movement of the earth based on data from the studies of the building platforms and the geometrical dimensions of the roads and the result of the geotechnical study.

- **Longitudinal profiles:** the longitudinal profiles will be presented at scales of 1/2000th - 1/200th.

- **Cross sections:** for all points, cross-sections at scales of 1/200th - 1/20th will be taken, over a sufficient transverse distance, to allow a precise calculation of the necessary earthworks (cuttings and backfilling) as well as a correct representation of the platforms of the structures and the drainage or sanitation conditions.

#### b) DETAILED GEOTECHNICAL STUDIES

The consultant will carry out the geotechnical studies required for the technical analyses of all sub-projects of the SPORCAP program. He will propose a list of tests and a methodology which will have to be validated.

The consultant will develop a detailed plan of surveys for each sub-project of the SPORCAP program. A soil study for the foundations and elementary structures and platforms will be conducted using penetrometer surveys as well as samples of intact and disturbed soil.

Tests on samples taken will be carried out for the following items:

- Excavated land receiving backfill or used as backfill itself;
- Materials used in the foundations of elementary structures and in the base layers of platforms
- The various aggregates used in coatings and in concrete or masonry.

This should in particular make it possible to characterise the nature of the work (in particular the foundations of the buildings, for the road network, purge volumes, conditions for reusing materials in backfill, quality of substitute materials in the event that reusing the soil is not possible, earthwork conditions and means of implementation (shielding, excavation, pumping), etc.).

For buildings, tests will be carried out for the dimensioning of the foundations (heavy dynamic penetrometer (SPD) surveys, manual augers for lithological sections of the land).

For the ground platforms, certain tests (non-limiting) will be carried out characterizing the soils and materials to be used:

- Granulometric curves;
- Atterberg limits and sand equivalent;
- Matsuo, Porchet and Lefranc tests for soil permeability and to determine the permeability coefficient (K) of the soil;
- CBR (California Bearing Ratio) testing;
- Modified Proctor Tests (optimum density);
- Los Angeles or Micro Deval tests for rocks;
- Tests to determine slopes ensuring the stability of embankments;
- Thickness of the layers of discovery of the loans;

Before its execution, the complete test program will be submitted to the CLP for approval. The Consultant will make recommendations on the composition of the materials required for the various construction operations.

#### c) HYDROLOGICAL AND HYDRAULIC STUDY, SANITATION

The consultant will base his work on the assessments of the roof surfaces of buildings and/or watersheds of the flood prevention study, the flow rates, the runoff coefficients, the concentration times, depending on the sub-projects. He will optimize the sizing of the structures on the basis of their functionality.

To enable self-clearing of the structures, the flow rate will be proposed to the project owner for validation (at least equal to 1.5 m/s). The consultant must specify the types of structures to be built as well as the outlets.

A standard plan and a table of dimensions will be provided indicating all the dimensions and parameters for each structure (kilometric point, orientation, slope, dimensions, etc.)

The gutters, channels or any other suitable sanitation works will be used for the drainage of surface water. The consultant will specify for each of them the standard sections according to the nature of the terrain crossed and the execution conditions.

The consultant will specify in particular the opening and the free height to be provided for these hydraulic works taking into account floods. The expansion or construction joints will be shown as well as the sealing devices associated with them.



The formwork plans will be deduced from the standard plans by adaptation to local execution conditions. They will present the various views, sections and elevations of the surfaces, and will include all the dimensions necessary for the installations and executions.

The dimensioned plans of the cross-sections must be connected to reference points which will be chosen so as not to be destroyed during the work. The consultant must check the accuracy and precision of the documents available to him.

#### d) STUDY OF VARIOUS NETWORKS

The consultant will, where appropriate, with the support of the Bamenda City Council which will issue letters of introduction, collect network plans from the following concessionaires:

- CAMWATER (drinking water);
- ENEO (electricity);
- CAMTEL and other providers (telephony, telecommunications).

It will make a detailed visual inventory of the aerial networks.

For underground networks, the consultant will critically analyse the quality, accuracy and age of the plans submitted by the concessionaires and will submit a proposal for additional investigations to the CUB. These additional investigations may include physical surveys. Their cost will constitute a provision that will be included in the consultant's financial proposal.

It will propose precautionary measures to prevent further deterioration of the roadway and structures due to work on various networks.

These services will be carried out in conjunction with the various dealers mentioned above.

#### e) WORKS OF ART

Based on the topographic, geotechnical and hydrological surveys, the Consultant will ensure the ideal location of the new structures and will specify their type, location and characteristics. For each structure concerned, the technical documents to be prepared are as follows:

- The general implementation plan (1/1000th) will indicate, in addition to the topography of the places:
  - The position of the markers materialized on the ground and their coordinates;
  - The position of the main points and their coordinates in X, Y, Z.
- The plan view (1/200th) will indicate, in addition to the topography of the places:
  - The coordinates of the intersection of the axis of the structure with the axis of each of the supports;
  - The position of the surveys; the protection of the slopes.
- The 1/200th elevation includes the following indications:
  - Ground section resulting from the interpretation of the surveys, or reproduction of the survey sections; Position of the surveys;
  - Indication of the scour limits taken into account in the calculation;
  - Indication of the highest water levels, the low water level and the normal level;
  - Elevation of the structure with indication of the foundation step dimensions, under-beam, of the roadway on each bank and in the structure, distances between supports.
- The longitudinal profile (1/1000th - 1/100th) will cover the structure and the accesses. It will include the following information: profile numbers, project dimensions, natural terrain dimensions, partial distances, cumulative distances, gradients and vertical connection radii, alignment and curves;
- The cross-sections (1/200th-1/20th) will be presented at a frequency adapted to the configuration of the project, in order to provide for correct modelling and precise calculation of the volumes of cuts and fills, as well as a reliable representation of the drainage conditions on each of the accesses. This cross-section covers the entire project (structure and accesses). It will include at least: profile numbers, project dimension, natural ground dimension, slope;
- The formwork plans include the elevation, the plan view (1/50th) and cross-sections (1/20th) of each element with detailed drawings, and in all cases the indication of the nature of the formwork and the qualities of concrete and steel to which the project corresponds, of the concreting resumptions. Particular attention will be paid to water evacuations at the abutments. The types of joints used (expansion, roadway, sidewalks) will be specified;
- The sizing of all works will be accompanied by the relevant calculation notes;



**NB: the sizing of all the works will be calculated according to Eurocodes.**

- The reinforcement plans will include:
  - Diagrams showing in plan and elevation the position of each bar and the overlaps (1/50th);
  - Clasper distribution diagrams (1/50th);
  - Sections showing the position of the irons, drawn to scale (1/20th);
  - Detailed drawings, if applicable (1/20th);
  - The nomenclature and measurement of steels;
  - The indication of the qualities of steel to which the project corresponds.

#### f) PUBLIC LIGHTING, LANDSCAPING, SIGNAGE

##### ▪ Public lighting

The public lighting reservation plans will be established at a scale of 1/2,000, 1/1,000 or 1/500 as required. The networks will be sized for their implementation during the works.

The related plans will be established at scales favourable to the execution of the works. The technical specifications of the equipment will be attached. The consultant will detail and cost the solar lighting option for the entire site concerned by the SPORCAP project. The estimated costs should allow the project owner to retain or review the implementation of the lighting in the final proposal of the DSR.

##### ▪ Landscaping

Depending on the planned developments and their immediate surroundings of each sub-project, the consultant will propose green spaces; the related plans will be drawn up at a scale of 1/2,000, 1/1,000 or 1/500 as required.

##### ▪ Signaling, signage

The consultant will carry out a simplified and basic study of signage and signaling:

- Horizontal signaling;
- Vertical signaling.

The related plans will be drawn up at a scale of 1/2,000, 1/1,000 or 1/500 as required.

#### g) ESTIMATE OF WORK

A detailed and confidential assessment of the cost of the works will be produced by the consultant, taking into account physical contingencies and the foreseeable increase in prices to date and during the presumed duration of the works.

The consultant will make an estimate of unit prices based on the prices observed on similar projects recently carried out in the region as well as on the prices in the current market price list.

The amounts will be expressed in CFA francs. The quantitative and estimated details will include a breakdown of the investment into cost excluding VAT and VAT.

#### h) FORECAST EXECUTION SCHEDULE

The Consultant will have to assess the time required to complete the work, taking into account physical constraints (volume of work, rainy seasons) and economic constraints (timeframe which offers the best advantage for the project owner).

He will establish a realistic provisional execution schedule

#### i) DSR REPORT

The detailed preliminary design report will make it possible to decide on the technical, financial and operational aspects of the works, developments and constructions based on the current situation of the project sites.

This report will include the following sites of the following parties:

(i) A thesis of a descriptive, explanatory and justificatory nature, composed of several chapters devoted respectively to:

- Recalling the context and the object of the study
- Indication of all data used;
- To hydrological and hydraulic, geotechnical, topographical data, etc;
- to the justification of the types of works and equipment of all kinds recommended in particular by a presentation and a comparative study of the different types;
- To the description of works of all types, and of their main elements to the extent that it is necessary for understanding the plans (including the justification of the dimensioning in simple cases not requiring calculation notes) and in any event, to explain the methods of construction and operation;
- Indicating the desirable dates and normal deadlines for carrying out the works, taking into account the procedures envisaged for awarding contracts for the works;
- Allocation of works;
- To estimate confidential costs per site

(ii) A report of geotechnical studies.

(iii) A report of hydrological and hydraulic studies.

(iv) A photographic report per work, allowing the reference situation to be presented.

(v) A detailed assessment of the confidential costs relating to the execution of the works, based on preliminary measurements and taking into account the specific features of the scheduled interventions and their various elements. It will identify and justify the provisions for moving the networks and for taking into account environmental measures not taken into account in the works.

(vi) The consultant will need to assess and determine the relevance of dividing the works into separate lots, considering the nature of the different structures' works and the analysis of the sector's organization in the city and/or region.

(vii) A general schedule of work and division into homogeneous execution phases.

(viii) Elements relating to the maintenance and management of works. For each work, the Detailed Study Report will define all the maintenance and management tasks necessary to sustainably guarantee the planned level of service. It will also propose the method of carrying out the work and services thus defined, as well as the terms of their management or financing.

(ix) The expropriation report identification, location and assessment of people affected by the project

(x) The report on the 'analysis and The proposals relating to choice of coatings of soils of sports infrastructure,

(xi) the MOE's recommendations on waste management which will be taken into account by the Works Company responsible for developing the Waste Management Plan.

The Plans File relating to the planned works, which will be at the execution project level and will include the documents cited below.

- For the tracks, plans at an adequate scale
  - Location plans (1/5000th);
  - Plan drawings (1/2000th, 1/1000th or 1/500th as required);
  - Longitudinal profiles (1/2000th-1/200th or 1/1000th-1/100th) to be compared with current profiles;
  - Typical cross-sections (1/200th – 1/20th) to compare with current profiles;
  - Common cross sections (1/200th – 1/20th), at a frequency adapted to the plan layout, only on the sections to be coated;
  - Plans relating to sanitation and small works (1/500th, 1/200th, 1/100th or 1/50th depending on the need);
- Solar street lighting
  - Location plan (1/5000th);
  - Plan drawings (1/1000th or 1/500th as required), with indication of all equipment.
- Drainage networks and crossing structures:



- Overall sanitation plan highlighting the planned works in relation to existing or to-be-created outlets on a scale of 1/1000;
- Location maps and profiles
- Location plans (1/5000th);
- Plan drawings (1/1000th or 1/500th depending on need);
- Elevation (1/500th);
- Longitudinal profiles (1/2000th-1/200th or 1/1000th-1/100th) to be compared with current profiles;
- Typical cross sections (1/100th – 1/10th);
- Plans relating to small works (1/500th, 1/200th, 1/100th or 1/50th depending on the need);
- Formwork plans  
These plans (1/50th) include the elevation, plan view and cross-sections of each element with, if necessary, detailed drawings, and in all cases an indication of the nature of the formwork and the qualities of concrete and steel to which the project corresponds, and of the concreting rework.
- Reinforcement plans  
These plans will include:
  - Diagrams showing in plan and elevation the position of each bar and the overlaps (1/50th);
  - Caliper distribution diagrams (1/50th);
  - Sections showing the position of the irons, drawn to scale (1/20);
  - Detailed drawings, if applicable (1/20th);
  - The nomenclature and measurement of steels;
  - The indication of the steel qualities to which the project corresponds.

Generally speaking, any graphic document and detailed plan necessary for the perfect completion of the works.

#### 6.1.1) **MISSION 4: STUDIES OF THE TRANSVERSAL ASPECTS OF SPORCAP SUB-PROJECTS**

The consultant will be responsible for conducting environmental and social studies and producing the following deliverables:

- ToR of the Environmental and Social Impact Notice (ESIN) for validation by MINEPDED
- A ESIN covering the 3 sites and including a Stakeholder Engagement Plan (SEP)
- an Environmental and Social Management Plan (ESMP) for each site

In the event that temporary relocations (during the works) of a few PAPs (Persons affected by the Project) are necessary, these will be described in the ESIN, and the compensation and support measures described in the ESMP of the site concerned.

**NB:** This mission 4 "Studies of the transversal aspects of SPORCAP sub-projects" must be launched in parallel with mission 2 (SSR) and mission 3 (DSR).

#### **ENVIRONMENTAL AND SOCIAL IMPACT NOTICE (ESIN)**

The consultant will produce Environmental and Social Impact Statements for each site.

The studies will be conducted in accordance with the procedures and methodology for assessing environmental impacts provided for by Cameroonian and donor directives. And also, by relying on and in compliance with the ESMP and RAP (Resettlement Action Plan) of the Regional Capitals Program. In accordance with the requirements of national regulations, the ToRs of this mission (ESIN) will be developed by the consultant. This mission will be carried out in parallel with the DSR studies.

The consultant, in support of the Project Owner, will be responsible for monitoring the validation of these ToRs at the Ministry responsible for the environment (MINEPDED).

He will be responsible for preparing planning and environmental permit application files (updating E&S documentation and any additional investigations that may be necessary, carrying out impact studies and preparing regulatory files or those prescribed by the environmental and social management plan of the SPORCAP program).

The ESIN to be developed must meet a triple objective:



- Allow the Project Owner to design a sustainable project that respects the environment and populations by defining all the activities and measures to be implemented to improve the environmental and social quality of the project during the construction and then operational phases;
- Allow interested parties to be informed and participate in the study and creation of the sites;
- Inform the AFD's decision-making process by verifying the social and environmental viability of operations proposed for financing by it and any other donor; and thus limit legal, financial and reputational risks.

The ESIN must, at a minimum, allow for the preservation of an environment and social fabric as similar as possible to those that existed before the works. Preferably, it will aim to improve the situation by proposing the methodologies and means necessary to optimize the positive environmental and social impacts. Negative environmental and social impacts will be preferentially avoided, secondarily reduced or compensated if there are no other solutions. Cumulative impacts will also be taken into account in the same way. Residual impacts will be clearly identified.

The ESIN will include 1 SEP covering the 3 sites and one ESMP per site (3 ESMP). The content and scope of these E&S instruments will of course be proportional to the E&S issues of the sites concerned.

With regard to specific plans (Health and Safety at Work, Emergency Plan, Traffic Plan, Fire Prevention and Fighting Plan, Business Continuity Plan, etc.), these will be prepared by the Works Companies.

A budget allowing the effective implementation of the provisions proposed in there ESIN following the sites and more particularly in the ESMP as well as a timetable for the implementation of the different phases compared with the other relevant timetables of the project will be drawn up.

To develop this ESIN integrating all sites, the consultant will use the ESMF and the RPF of the Program as references, as well as the following:

- National environmental and social legislation relevant to the project, including the following:
  - Law No. 96/12 of 5 August 1996 establishing a framework law on environmental management,
  - Decree No. 2013/0172/PM of February 14, 2013 establishing the procedures for carrying out the environmental and social audit,
  - Order No. 1 Ministry of the Environment, Nature Protection and Sustainable Development (MINEPDED) of February 9, 2016 establishing the different categories of operations whose implementation is subject to a strategic environmental assessment or an environmental and social impact study,
  - Order No. 4 MINEPDED of July 3, 2007 establishing the conditions for approval of design offices to carry out impact studies and environmental audits.
  - The "General Procedure Manual for Environmental Impact Studies and Audits" of the Ministry of the Environment and Nature Protection
- The World Bank's Environmental and Social Framework (ESF) (<http://pubdocs.worldbank.org/en/837721522762050108/ESF-Framework.pdf>) constituting the AFD benchmark.
- The World Bank Group's General EHS Guidelines ([https://www.ifc.org/wps/wcm/connect/topics\\_ext\\_content/ifc\\_external\\_corporate\\_site/sustainability-at-ifc/policies-standards/ehs-guidelines](https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/ehs-guidelines))
- AFD Gender Intervention Framework and Toolkits, and in particular, <https://www.afd.fr/fr/bolte-outil-genre-transport-et-mobilite> and <https://www.afd.fr/fr/bolte-outil-genre-diligences-environnementales-et-sociales>.

The consultant is free to use additional best practices, guidelines, etc. provided that they justify their use in their offer. The standards notified above may not be deleted or ignored.

The ESIN will contain:

- An executive summary in French and English.
- A non-technical summary in English and French. The consultant will demonstrate that it is understandable to a non-technical and, potentially, poorly educated audience.
- A detailed presentation of the Project Owner including its environmental and social management system (organization chart, details of mandates, functions and relations with other departments and divisions, the flow of reports and their nature, characteristics of the human and logistical resources available). A brief review of past experiences of environmental and social project management will be produced, highlighting the lessons learned and the strengths and weaknesses noted.



- A detailed presentation of the other institutional stakeholders, emphasizing their involvement in the future environmental management of the project, indicating the resources (human, material, financial) that they can devote to it.
- A presentation of the local context in which the project is located (socio-political, institutional, project management, project management, regulatory, etc.)
- the description of the initial state,
- Impact assessment,
- mitigation measures
- A brief description of the project's components and its progress (if applicable), including maps. At a minimum, the following information will be included:
  - Purpose (mandate, motivation)
  - Location site (criteria and method of selection), general plan, size, capacity
  - Technical description of the project: industrial process (technical base, concrete plant, etc.), type of equipment, required off-site investments, etc.;
  - Issues already identified in the study area (proximity to a natural area, etc.);
  - Stakeholders involved in the project (beneficiary and non-beneficiary actors, personnel mobilized for the construction site and for operation, partners and staff, etc.);
  - Pre-construction and construction activities and site schedule;
  - Operation and maintenance activities, and service life;
  - Estimate of personnel mobilized for the site and for operation;
  - Terms of expulsion and rehousing of populations and/or activities;
  - Closure and restoration activities where applicable;
  - Mode and method of work.

**NB:** The content of the ESIN must comply with Article 12 of Decree 2013/0171 of February 14, 2013 (<https://faolex.fao.org/docs/pdf/Cmr179401.pdf>)

The ESIN reports will be accompanied by environmental specifications and must be approved by the mayors of the districts concerned after consulting the departmental delegates of MINEPDED.

#### **E A STAKEHOLDER ENGAGEMENT PLAN (SEP):**

In this chapter of the ESIN, the Consultant will present the methods that the Project Owner has implemented or undertakes to implement to promote stakeholder engagement:

- Objectives of stakeholder consultations (is it consultation, consultation, co-decision?)
- Identification and analysis of all stakeholders, distinguishing between:
  - Direct stakeholders;
  - The different socio-economic groups including the vulnerable and women from these different groups;
  - People negatively affected (men and women) by the project;
  - People (men and women) who support and those who oppose the project;
  - Entities responsible for implementing the planned activities including civil society;
  - Entities that contribute financial and technical resources.
- Methodology of consultations and communication methods adapted to the context and integrating an analysis of the constraints limiting the participation of vulnerable groups and women;
- Schedule:
  - Distinction between actions already undertaken and those to come; Upcoming stakeholder engagement actions will be presented in the SPORCAP Convention requirements implementation reports (PEES Annex to the Convention).
  - Status of consultations carried out showing a ratio of men and women who participated in the consultations and planning of consultations planned throughout the project;
- Dissemination of information about the project to stakeholders;
- Results of the consultation: summary of the adjustments to the project design to take into account the observations/requests collected from stakeholders and the constraints that prevent the achievement of the objectives related to the consultations. The Consultant may present these results in the form of tables for each stakeholder (presenting separately the points of view of men and women), presenting opposite the requests collected during the consultations and the responses/commitments of the Project Owner for each request;
- Complaint collection and management mechanism: the mechanism, specific to the project, will be adapted to the context and the scale of the risks and potential negative impacts of the project. The Consultant will describe



the modalities offered to users to submit their complaints, the register set up for recording complaints, the functioning of the mechanism (response and resolution deadlines, complaint management procedure, governance, appeal procedure, etc.). If necessary, a complaint recording and processing mechanism specific to women may be considered.

The Consultant will record the agenda and minutes of meetings, attendance lists, press releases, observations and how the project owner took them into account. These various elements, summarized in this chapter, will be recorded in an appendix to the impact study.

In order to ensure that the expectations and fears of men, women and vulnerable groups are taken into account, the methodology for consulting people affected by the project should:

- Identify the constraints limiting the participation of different categories of people affected by the project, distinguishing between the constraints of men and women;
- Define the consultation methods adapted to these different constraints;
- Ensure and document women's participation in public consultation processes and decision-making processes;
- Document the expectations and fears of the different categories of people affected by the project, distinguishing between those of men and those of women.

However, it should be noted that future stakeholder engagement actions will be presented in the implementation reports of the requirements of the SPORCAP convention (SEP annex to the convention).

#### ■ ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP)

The ESMP (1 for each of the 3 sites) will operationally translate for each site the conclusions of the ESIN by specifying the practical arrangements for implementing and monitoring measures to avoid, mitigate or compensate for impacts. This deliverable may be, depending on the case, presented as a chapter of each NIES or as a stand-alone document separate from each ESIN.

The ESMP will aim to enable the various stakeholders (project owner, companies, project manager, technical assistance, etc.) to know the extent of their responsibilities and to list all the activities to be implemented to improve the environmental and social quality of operations. For the AFD, it is a tool for monitoring the implementation of the environmental and social commitments made by the project owner at the end of the environmental and social assessment process of the operation.

To meet these objectives, the ESMP:

- Will present an environmental and social management system that affirms the Owner's commitment to environmental and social management, explains the steps to be taken to identify, assess and manage environmental and social risks associated with the project's achievements, defines the decision-making process, describes the roles and responsibilities of personnel and the capacities required to address them and indicates the documents to be established and maintained. It also provides guidance on how to monitor environmental and social performance.
- Briefly recall the negative effects of the project defined in the ESIN, separating the investment implementation phase (construction), the operating phase and, where applicable, the dismantling or end-of-life phase, and specifying (i) the target affected by the impact (ii) the relative importance of the impact, (iii) its probability of occurrence, and (iv) its duration (temporary/permanent; short, medium or long term).
- Will describe mitigation measures:
  - Detailed description, illustrated, if necessary, by plans and illustrations, specifying where applicable the standards to be respected, indicating the schedule (construction phase, operating phase, dismantling phase, phasing and coordination with the overall project schedule) and the implementation methods.
  - This description thus allows us to answer the questions: "What"? "Where"? "When" and "How"?
  - Responsibility for implementing measures, with all useful details on the people or organizations in charge.

This description helps answer the question: "Who"?

- Will describe the environmental and social monitoring procedures, to enable verification that the commitments made by the Project Owner are being respected and that the measures implemented are effective. For this purpose, the following are developed:



- A precise description of the monitoring, with technical details, indicators, including where appropriate the parameters to be measured, the methods to be used, the sampling locations, the timing and frequency of measurements, their duration in time, the limits of detection, and the definition of thresholds indicating the need for corrective measures. Monitoring indicators should be disaggregated by sex and broken down by social groups as far as possible.
  - A description of the methods for implementing this monitoring: actors responsible for monitoring, monitoring procedure, preparation of monitoring reports, corrective actions in the event of non-implementation or ineffectiveness of the measures, etc.
  - Include all reporting formats needed to monitor the project.
- Will analyse the needs and recommend the capacity building actions necessary for the proper implementation of mitigation, compensation and monitoring measures: analysis of organizational efficiency (existence and performance of the project's environmental and social management system), institutional functioning, capacities of responsible organizations or persons, recruitment needs, expertise needs, training needs including on health and safety aspects and on taking gender into account, etc.
  - Will estimate the cost of mitigation, compensation and monitoring measures, not forgetting the cost of capacity building actions deemed necessary following the analysis described above. Investment and operating costs are estimated and funding sources are specified. An indexation makes it possible to link budget lines to measures and impacts.

**NB:** An ESMP will be developed per site, i.e. three in total for SPORCAP in the city of Bamenda

#### **■ A PRESENTATION OF THE METHODS USED:**

In this chapter, the Consultant will specify the methods used and the difficulties encountered, both for the initial state including the analysis of the context, for the Impacts, and for the environmental and social measures. The reasons and the limits of the methodological choices made will be explained.

For the collection of data from the initial state, the source and date of the data will be specified (bibliography, databases, field surveys, etc.) for each of the themes studied. If standardized methods are used, they will be precisely described, in particular the standards applied, the locations of sample collections, etc. The name and quality of the experts requested will be specified, as well as the name of the approved laboratories where applicable.

The socio-economic data collected should be, as far as possible, gender-differentiated as well as according to the cleavage lines identified in the context (age, socio-cultural group, religions, etc.). The socio-economic data collected should be annexed to the reports produced in table form and in electronic format in Excel or equivalent.

The consultant will have to present a methodology for consultation with the populations allowing: to identify the constraints limiting the participation of the different categories of populations (distinguishing the constraints of women and men); to define the consultation methods adopted to these different constraints; to ensure and document the participation of women in public consultation processes and decision-making processes, to document the points of view and expectations of the different categories of populations (distinguishing those of women and men); to document the processes of choice of compensation methods carried out by the people affected by the project.

For the identification and qualification of impacts, the choice of method (expert opinion, qualitative assessment, forecasts by analogy, modelling, etc.) will be justified and explained, as well as the limits and difficulties encountered.

#### **6.1.2) MISSION 5: PREPARATION OF A CONSULTATION FILE (CF) AND WORKS CALL FOR TENDER FILES (TD)**

##### **■ Preparation of a Consultation File (CF)**

Besides the requirements of the administrative documents, the list of which will be presented in the tender documents, the Consultant will establish, in accordance with the AFD standard models and the guidelines of the Contracting Authority, the technical documents of the Business Consultation Documents. The consultant will have to reflect and decide on the relevance or otherwise of the division of works in light of the nature of the works of the different structures and the analysis of the organization of the sector in the city/region.

In accordance with the requirements of the regulations in force, the files of the technical parts of the Consultation Files (CF) will be as follows:

##### **File No. 01**



- Part 01: Technical Specifications Notebooks,
- Part 02: Quantitative and estimated cost
- Part 03: schedule of unit prices, as well as
- Part 04: the list of equipment and the list of key personnel required to carry out the work.
- Part 05: The codified list of plans and blueprints

#### **File No. 02**

An additional file will contain documents to help candidates understand the file. These documents not mentioned as constituent documents of the contract are for information purposes only and do not engage the responsibility of the Administration:

- Part 06: location plans;
- Part 07: the various reports or calculation notes included in the DSR;
- Part 08: the detailed preliminary measurement

#### **File No. 03**

A confidential file will be given only to the Project Owner:

- Part 09: the file presentation report;
- Part 10: the provisional schedule with an indication of the deadline, equipment and human resources to be provided;
- Part 11: Confidential estimate of expenditure.

It should be noted that the geotechnical, hydrological and hydraulic reports, the environmental and social management plan, etc., and any document likely to facilitate the understanding and response of bidders to calls for tender for works will be specifically attached to the CF.

### **MISSION 6: ASSISTANCE TO THE CLIENT FOR THE AWARD OF CONTRACTS (ACT)**

The Consultant will assist the Project Owner in awarding works contracts.

#### **■ Assistance during the bid preparation phase**

The Consultant will support the project owner in organizing and participating in the field visit. He will write the report of these visits.

During the RFP phase for the selection of the consultant, he will propose to the project owner responses to requests for clarification.

### **6.1) "CONDITIONAL PHASE (CP)":**

The project manager will ensure the control and supervision of the works as well as the monitoring of the ESMP. To this end, he will be involved in all sub-projects covered by the SPORCAP program.

The project manager is expected to present in his proposal the resources he will mobilize to respond to the various tasks in accordance with the rules of the art: mission manager, mobilized specialist engineers, residents/monitoring technicians, topographer, etc. and the specific methods he will implement.

#### **■ Organization of work control:**

A control mission, made up of experts and technicians, will ensure the control and supervision of the work of the sub-projects covered by the SPORCAP program.

The work may start and be carried out simultaneously. The dates of mobilization and demobilization of the project management personnel, communicated by Service Order, will be linked to the start dates and progress of the work.

Given the importance of the sites to be controlled, high-level experts will be required, each having sufficient and successful experience in functions equivalent to the positions to be filled.

#### **■ Responsibilities of the Local Coordination Unit (LCU) with the support of the SPORCAP National Coordinator:**

The LCU will act as the representative of the project owner. Its main tasks will be to:

- Provide the Project Manager with all information likely to help him in carrying out his mission;
- Ensure that services are carried out in compliance with standards, current texts and best practices;



- Liquidate and route through the administrative payment circuits, the invoices for the Consultant's services according to the terms of the Contract;
- Participate in monitoring the execution of works, in particular, monthly site meetings, as well as provisional and final acceptance of sites.
- Ensure dialogue with administrations and other entities external to the construction sites

To this end, the LCU will carry out the following tasks:

- Receive, distribute, exploit and validate the Consultant's periodic and final reports;
- Ensure that the Project Manager's services are carried out in compliance with standards, current texts and the provisions of the contract;
- To note contradictorily the services of the Consultant, and to forward in the administrative payment circuits, statements and invoices of the services of the Consultant according to the terms of the Contract;
- Participate in monitoring the execution of the work, in particular, weekly and monthly site meetings, as well as technical pre-acceptance, provisional and final acceptance of the sites.

#### **■ Installations and responsibility of the Project Manager**

The Project Manager must, within a time limit to be indicated by the LCU mobilize after notification of the service order, start its services, put in place all the logistics necessary for the operation of the control mission and the checks stipulated by the technical specifications.

#### **■ General conditions for project management**

The Project Manager will carry out his tasks under the supervision of the LCU and the SPORCAP coordinator in accordance with the requirements of his contract. He is responsible to the LCU and the project owner for the proper execution of the work.

To accomplish its mission, the Project Manager will put in place the personnel provided for in these terms of reference. The Project Manager is responsible for its general and specific obligations.

The Mission Manager is considered the contact person responsible for all the Project Manager's staff and for the field control operations. The Project Manager will also appoint a supervisor at headquarters for all aspects relating to the proper execution of the contract, and who will ensure the Project Manager's internal control over his mission in Cameroon.

The Project Manager's staff will always adopt dignified behavior, respecting ethical and professional rules, which is not detrimental to the exercise of their functions.

He will always maintain the strictest secrecy with respect to third parties regarding the information, details or documents brought to his attention during the exercise of his contract, as well as absolute independence with respect to the companies awarded the works.

The Mission Manager is responsible for directing and coordinating the activities of the Project Manager. He is responsible for all monitoring and control tasks carried out by the Project Manager's agents.

#### **■ Mission of the Project Manager**

The Project Manager, under this contract, is responsible for ensuring:

- Verification and validation of work execution studies
- Construction site management, control and monitoring of these works, including scheduling, management and coordination of construction sites.
- Monitoring the implementation of ESMP-Works by Companies.
- Assistance with reception operations and monitoring of works during the guarantee period for perfect completion of works.

The Project Manager shall perform the services and fulfil its obligations diligently, efficiently and economically in accordance with generally accepted techniques and practices. It shall practice sound management, use appropriate state-of-the-art techniques and safe and efficient equipment, materials and processes.

To do this, the Project Manager undertakes to be present on the construction sites at all times. To this end, subject to the express authorisations relating thereto obtained by the companies from the competent authorities. He is required to adapt to the companies' schedules by following the work schedules of said companies pre-validated by him and transmitted to the Head of Mission. The experts will ensure a permanent presence on the sites where the companies are carrying out work in order to ensure the best possible control and their presence in the office will be limited as much as possible.



### **II Responsibility of the project manager**

It will issue all approval notes for equipment and materials and instructions necessary for the proper execution of the work. It will analyze and give an opinion on any proposals for technical variants, presented by the companies before or during execution.

Apart from the Service Order to start work, the following decisions will be the subject of service orders signed directly by the Head of Mission:

- Any possible extension of the deadline, after agreement by the Client.
- The application of penalties or the cessation of work after agreement by the Client.
- Significant modification of the object or quantities provided for under the contract, with prior agreement of the Client and the Funders, followed by an amendment to the contract after AFD No-Objection.
- The application of new prices, with prior agreement of the Client and the Funder, followed by an amendment to the contract, duly signed by the various parties, after AFD No-Objection.
- Increasing the financial mass of the market with prior agreement of the project owner and the funder, followed by an amendment to the contract (except for work carried out in-house) duly signed by the various parties, after AFD No-Objection.
- Provide in its monthly and final reports the data necessary for monitoring and evaluating the work.

The Project Manager will submit for signature to the LCU Coordinator or the project owner, as the case may be, the draft technical and financial service orders (Service Orders for extension of deadline and validation of new prices) which it deems necessary for the smooth running of the worksites (formal notice to comply with the requirements of the contract, to remedy any deficiencies noted, etc.).

All notes and instructions given by the Project Manager to companies are sent without delay to the LCU, which will assess the need to forward them to the CCU.

It will also ensure the monitoring and control of the application of the measures planned in terms of environmental and social management in order to avoid negative impacts depending on the sites.

Under no circumstances will it have the power to relieve a company holding a works contract of its obligations arising from the contract or to order any work resulting in additional delays or excess costs to be paid by the Client.

All tasks incumbent on the project manager described in the technical specifications of the works contract must be considered as having to be carried out within the framework of the services of the Project Manager.

Generally speaking, as part of the mission entrusted to him, the Project Manager is responsible for:

1. Organize and conduct the verification of the conformity of execution projects, works, supplies, equipment and materials, from their manufacture to implementation, in accordance with the approved project documents, the required specifications and qualities, and the rules of the art,
2. Validate the execution documents to the extent that they do not have a financial impact on the works contract,
3. Research, examine and review during execution by anticipation method the concrete technical provisions optimizing the use of resources (including financial resources); this mission includes participation in the possible redefinition of the technical provisions of the Detailed Studies,
4. Carry out, establish and certify all work measurement operations,
5. Draft, establish and certify the documents necessary for the management of the works according to the models provided. The work report must be drawn up by the Project Manager and verified by the construction companies. Otherwise, it will be rejected by the Administration (LCU, Contracting Authority, etc.). Checks must be carried out by the Head of the Control Mission.
6. By means of a specific note, report to the LCU on the manner in which the work is being carried out, as well as informing it of any delays noted and proposing solutions to remedy the situation, including environmental and social issues.
7. Ensure that the decisions taken by the LCU or the project owner, where applicable, are implemented,
8. Ensure that actions to obtain the ten-year guarantee, where applicable, are undertaken correctly and report to the LCU.

Furthermore, the Project Manager will ensure in the performance of its services:

- Reduce as much as possible the processing times for statements, administrative or technical files (Seven days maximum).



- Start processing the issues no later than half a day after they are entered, so that companies cannot claim a delay as a result.
- Anticipate construction site events on an ongoing basis and intervene before problems arise.
- Inform the LCU as soon as possible of all situations and technical analyses, which may result in delays in the execution of the work, possible financial implications and which will be subject to meticulous examination by the various parties.
- Take measures to effectively protect the environment from the consequences of the execution of the project.
- Inform the LCU in good time of the risks of difficulties caused by the shortage of key supplies, for the correct progress of the work.

#### 6.2.1) **MISSION 7: CONDITION PHASE START-UP REPORT AND VISA AND VALIDATION OF EXECUTION STUDIES AND TECHNICAL PROVISIONS (VISA)**

The consultant in this initial mission will first prepare a **Conditional Phase** start-up report in which he will clearly present:

- The work plan for all the missions of this condition of execution of the service;
- The human and material resources to be mobilized;
- Planning of activities and production of deliverables;
- The expected results and the timetable for their production over time;
- The schedule of service monitoring meetings and the various interim reports which require decisions to be taken to facilitate the progress of the service;
- Any information necessary for the smooth running of the services.
- The environmental and social aspects must be presented taking into account international provisions on the one hand and national provisions on the other.

Furthermore, the VISA mission will allow the Project Manager to assure the Contracting Authority that the execution studies, all documents produced by the companies, all equipment, services and materials supplied by the companies, comply with the provisions of the project, the works contract, and particularly the specifications and performance criteria of the STC of the Works Contract, as well as the regulations in force.

To this end, the VISA mission includes in particular the following elements:

- Organization of the plan circuit, notes, documents, reports, minutes, etc. produced by the companies and the various project stakeholders. Establishment of the project management plan.
- Review, validation and approval of the execution documents produced by the company. The consultant must systematically affix his visa to all documents, programs, or plans produced by the companies, at the start or during the work.
- Review, validation and approval of the Detailed Environmental and Social Management Program (ESMP) which must be established and implemented by each company for the works covered by the respective contracts
- Preparation and delivery/notification of Service Orders to companies, after their signature by the Project Owner, as specified above.
- Client information on VISA mission actions.

The Project Manager must in particular:

- Verify the conformity of all equipment, services and materials offered by each company. Establish the corresponding certificates of conformity and affix your visa to them.
- Have each company concerned produce the execution plans and files in accordance with the requirements and performance criteria of the STC, examine them, verify them and approve them. The same applies to the calculation notes, the execution methodologies and manufacturing processes (in the workshop/factory or on site), the execution schedules, the general organization plan of each company and all documents required for the execution of the work, during the preparation and throughout the execution of the work.

The consultant is required to ensure their compliance with each site and each works contract; he may request any verification he deems necessary from the companies.

The Consultant must also check and validate the methods and operating procedures of the proposed works and their regulatory compliance, as well as the validation of the provisional schedule of the works proposed by each company. He must check that the entire operating procedure is properly notified in the execution file.

VISA's mission ends with the receipt of the staking out of the works to be carried out on the site.

Obtaining the VISA is a condition for starting work, particularly supplies.



Although the Consultant must give his approval, this does not relieve the companies of the liability they incur under their respective works contracts, in particular liability for fault, omissions, discrepancies and non-conformity.

#### 6.2.2) MISSION 8: WORKS CONTRACT EXECUTION DEPARTMENT (DET)

Before starting work, the project manager within the framework of the (DET) must:

- Review the general provisions proposed by the contractors concerning the site facilities, the program, quality control and possible subcontractors and prepare their approval by the Head of the Market Service;
- Prescribe all identification tests necessary for carrying out the work with the agreement of the project manager;
- Check the actual signing of the contract and the technical documents required for the start of work. In particular, it will be necessary to ensure that the companies fulfil the administrative obligations prior to the start of work and that the related documents (deposits, registrations, insurance, execution program, etc.) are sent to the Engineer and the Head of the Contract Department;
- Communicate any anomalies or inaccuracies to the Project Owner;
- Approve the sites for the supply of local construction materials and the locations of storage areas for these materials identified by the companies;
- Approve the effective installation of the company on the different sites according to the schedule proposed in the offer.

##### a) VALIDATION OF EXECUTION PROJECTS

The project manager is responsible for having the companies concerned produce the execution files in accordance with the Technical Specifications. These files must include all the execution plans as well as the specifications for use on the site. In particular, the Site Environmental and Social Management Plan (SEMMP), the Health and Safety Plan (HSP) and the Waste Management Plan (WMP). The co-contractor is required to ensure their compliance with the project, to ensure that any variants taken into account effectively correspond to those selected by the Head of the Contract Department.

He must systematically affix his visa with the words "Good for approval" on all documents or plans produced by the company before or during the work.

After notification of the execution plans and specifications for use on site, the co-contractor is responsible for ensuring that the company draws up the detailed quantitative estimate for the work, as well as the provisional schedule for the execution of the work. He must draw up or have drawn up by the company the summary files necessary for the smooth running of the work.

##### b) ESTABLISHMENT AND TRANSMISSION OF SERVICE ORDERS

Written service orders, signed and numbered by the co-contractor are sent to the contractor within two calendar days under the conditions provided for by the GAC.

In no case may the co-contractor notify the service orders relating:

- On the service order to start work;
- On the date of commencement of work;
- The deadline for execution or to the cessation of work;
- New prices for works or projects not planned, or at prices appearing in the market (quantities and unit prices)

The Contract Manager must receive a copy of the service orders and related notifications from the Control Mission within eight (08) days of notification to the company.

Service orders following a decision by the Administration must be notified within eight (08) days.

##### c) MANAGEMENT OF MEETINGS AND PRODUCTION OF MINUTES AND REPORTS

The Project Manager is required to organize weekly meetings that will allow the Contract Manager to note the progress of the work. The observations made on this occasion will be recorded in the site log and will be the subject of a report submitted to the Contract Manager within the time limits specified in the SAC.

A monthly meeting will be organized by the co-contractor in the presence of representatives of the Head of the Market Service. A report will be drawn up in 5 copies for the Contract Manager by the co-contractor within a period indicated by the SAC.



Meetings may also be organized at the request of the Contract Manager.

The co-contractor will keep a site log in which the observations will be recorded, both his own and those of all other participants in the monitoring of the works. This log will also list all the service orders that he has given and mention all events relating to climatic conditions.

This log will become the property of the Project Owner to whom it will be given at the end of the work.

The co-contractor will establish and submit each month, within thirty days following the past month, in five (05) copies for the Head of the Market Department and two (02) for the Project Owner, a report of the control mission, including:

- As a reminder, a brief presentation of the project followed by an executive summary of the Control Mission drawing attention in particular to the important points which emerged in the execution of the work,
- The administrative situation of contracts awarded for works and control, the list of service orders, disputes and important correspondence;
- Actual and forecast timetables (comparison of work, progress percentages by task);
- The material and human resources mobilized by the company and by the control mission (details on current or scheduled leave, etc.);
- A description of the work carried out, incidents encountered, corrective measures taken, modifications made to the project,
- Studies carried out by the Control Mission;
- A critical analysis and relevant comments on the results of laboratory tests,
- Comments on the quality of the work;
- The services of the Control Mission;
- The project budget forecasts (works and control), compared to the initial budget, and the explanation of the differences; both for the works contract and for the control contract,
- The status of payment requests from contractors, the status of disbursements, the status of payments;
- Commented photographs characteristic of the work carried out, as well as the related digital support;
- The climatic situation recorded in the month;
- Key facts relating to the environment;
- Facts relating to the safety and health of agents;

After one (01) month after the general provisional acceptance of the works, the consultant will establish, in two (02) copies for the Contracting Authority, three (03) for the Contract Manager, a general final report on the execution of the works contract and the control services, repeating mutatis mutandis the sections provided for the monthly reports.

#### **d) CONTROL OF TECHNICAL PROVISIONS**

This inspection will cover the technical provisions planned for the execution of the work such as:

- The technical reception of the contractor's construction site installations in accordance with the provisions of the contract entered into with the latter. The consultant will carry out a contradictory survey of the elements to be returned to the Administration at the end of the construction site and those remaining the property of the contractor,
- Approval of any corrections made by the Contractor to the original project and program,
- Control of the organization of the construction site and verification of the technical resources of the Company, taking into account the execution programs and the provisional timetables,
- Verification of the company's implementation of quality assurance plan procedures and participation in the application of these procedures with regard to the aspects subject to the decision of the co-contractor,
- The company's laboratory approval,
- Verification of the conformity of the works with the approved execution projects, the contractual plans, the requirements of the contractual documents and the service orders,
- Assistance to the company for carrying out all the tests necessary for monitoring the work. These tests are defined and their frequency of performance specified in the STC of the works contract to which bidders are asked to refer.
- Making arrangements for the company's laboratory in order to comply with the directives relating to the control of the execution and implementation of materials;
- Using the results of the various tests to identify the decisions to be made;



- Preparation of technical decisions to be taken by the Head of the Market Service taking into account the progress of the work, the difficulties encountered and unforeseeable events;
- To carry out general checks, site visits will take place regularly as indicated above, and also unexpectedly as necessary.
- The contracting party is required to be present at each visit as well as when decisions to be taken require it,
- Environmental measures to mitigate the impact of the works on the environment, in particular the impact of the removal of construction materials from the platform and the final redevelopment needs of the quarries and borrow areas opened on this occasion;
- Monitoring the progress of expropriation procedures, carried out by and under the responsibility of the Contracting Authority's services;
  - The development of any alternative technical solution with a view to resolving a new problem which may arise, or to supplement the contractual documents where appropriate.

#### **E) DURING THE INSTALLATION OF THE INFRASTRUCTURE / EXECUTION OF THE WORKS**

- Support the urban community in carrying out the temporary relocation of traders,
- Select the traders or local residents recruited for the work (HIMO approach);
- Support the urban community in the rehousing of traders;
- Support the municipalities in informing and raising awareness among stakeholders for good ownership of the project;
- Advise municipalities in choosing the most appropriate management method and support them in implementing their choice (drafting agreements or other contractual documents);
- Facilitate the participation of trader representative committees in various site or other meetings as well as in work receptions to better take into account the concerns of stakeholders in compliance with technical standards in this area;
  - Facilitate the concerted choice of the infrastructure management method between the municipalities and the initiative committee and raise their awareness of the implications of the proposed management methods.

#### **F) AFTER RECEIVING THE INFRASTRUCTURE**

After the infrastructure has been set up, the Project Manager will be responsible for:

- Assist municipalities in the reestablishment of rights holders on the basis of previously validated census forms;
- Establish the structures defined and responsible for commissioning the infrastructure and ensuring its proper functioning through sound management, good operation, ongoing maintenance and servicing;
- Hold an operational planning workshop to develop activity programs, maintenance plans, cash flow plans, etc. This exercise will be carried out with the members of the committees set up;
- Develop a plan for monitoring the activities of the management and maintenance committees by the social operator.

#### **e) VERIFICATION OF SITUATIONS AND STATEMENTS AS WELL AS PROPOSAL FROM THE CONTRACT MANAGER**

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

- Site attachments (progress, supplies, work completed or not, etc.)
- Financial attachments (late payment interest, penalties, etc.), periodic statements in accordance with the SAC, based on draft statements and invoices submitted by companies;

Only quantities implemented in accordance with the requirements of the STC may be taken into account;

- Verification and affixing of visas to the monthly statements to which the necessary supporting documents will be attached (service order, possible deposit, etc.);
- Monitoring and exact verification of the evolution of work quantities;
- The establishment of the general and final statement according to the same process on the basis of the draft final statement by the company.
- The co-contractor shall ensure in particular that this final statement is presented in the same functional form as the estimated detail. It shall establish the statement of balances from the final statement and the last monthly statements corresponding thereto.
- The general statement must include:
- The final count considered;



- The balance statement considered;
- The summary of monthly payments and the balance, the result of which constitutes the amount of the general statement;
- Study of new requested prices, verification of sub-details of companies' prices;
- Preparation of documents concerning the security and pledge of contracts with regard to releases or other formalities and their presentation for signature by the Contract Manager.

#### **f) ASSISTANCE TO THE PROJECT OWNER FOR ARBITRATION AND DISPUTE RESOLUTION**

The co-contractor is responsible for examining complaints from companies, stakeholders and local residents during the works and presenting them to the Contract Manager, formulating proposals and advice.

He contributes to the definition of expert missions and prepares the company's briefs during litigation.

#### **g) PREPARATION OF THE WORK: SETTING UP AND INSTALLATION OF THE SITES**

The consultant's tasks will be as follows:

- Check that the company is setting up in locations and in accordance with procedures that comply with the specific constraints of the site, local residents and authorities, the Project Owner and the regulations in force. It must receive these installations and carry out a contradictory inventory of the elements that may have to be returned to the Project Owner at the end of the work and those that remain the property of the company.
- Ensure that the company has taken the necessary steps to supply water and electricity to the site and the project, ensure that the equipment supplied by the company is that indicated in the offers and that it is suitable for the work.
- Check that the company ensures the safety of the work carried out, within the limits of the site and ensure that the appropriate measures are respected throughout the duration of the work, in order to guarantee the safety of the site personnel and the surrounding population.
- Before and during the execution of the works, have the company identify, in the sectors concerned by the works contract, in close collaboration with the Project Owner and the relevant departments, the water supplies, water distribution networks, electricity lines, telecommunications networks and other services, and provide the necessary technical recommendations for their possible relocation.
- Validate the companies' schedules, the organization, the human and material resources that it intends to adopt for the work.
- Instruct any requests for traffic cuts that may be made by the company.
- Validate subcontracting requests by companies.
- Control the staking out of works. Prepare staking out reports. Control the corresponding surveys and topographical surveys.

Verification of studies and other execution documents to be produced by the Company, in order to ensure that they comply with the preliminary design studies and feasibility studies, respect the terms of the works contract and take into account additional surveys, land surveys and topographical surveys, such as health, safety and risk prevention plans, implementation plans, equipment plans, calculation notes, longitudinal profiles, technical specifications of the materials and supplies that the companies will implement, etc.

#### **h) TECHNICAL INSPECTION OF THE SITE**

The consultant's tasks will be as follows:

- In general, direct, coordinate and control the action of all stakeholders involved in the proper execution of the works contracts under his responsibility. This includes the supervision, monitoring, inspection and control of the execution of the works carried out by the company to verify and confirm that the works are carried out in compliance with the terms and clauses of the contract, in terms of quality, cost and deadline.
- Verify the conformity of the execution of the works with the terms of the works contract, with the approved execution files, as well as with the laws, regulations and procedures in force.
- Organization and management of site meetings. Kick-off meetings and monthly and weekly meetings. Setting the agenda. Writing minutes. Obtaining their validation by stakeholders.
- Preparation of minutes of site visits carried out outside of site meetings and which may relate to observations concerning the work or instructions given to the Company. Obtaining their signature by the Company.
- Ensure that site logs are kept with numbered pages, as required by the STC of the works contract, on which all events occurring during the execution of the works must be noted. Sign it and have it signed by the company.



and, where applicable, other stakeholders. Take photos to create a site album to be given to the project owner at the end of the works.

- Detailed systematic checks of pipelines and ancillary works, before, during and after their construction. Checking of the implementation plans proposed by the company, by contradictory verification of all dimensions and coordinates.
- Control of the organization of the construction site and verification of the technical resources of the Company, taking into account the execution programs and the provisional timetables.
- In general, the consultant will have to ensure the monitoring and control of the company's daily reports relating to the workforce, the materials used, the tasks and quantities implemented, the climatic conditions, and any other important information that could arise on the site. Preparation of the corresponding detailed reports.
- He will have to replace or rebuild the work that does not comply with the contract or service orders, in compliance with the technical specifications of the company's specifications.
- The consultant shall request, analyse and verify the validity of the technical provisions, corrections and adjustments proposed by the company or the Client, approve any modification to the project and the execution plans appearing necessary to adapt the project to the circumstances of the work and to new data that may be collected during the course of the work, or to reduce the cost of the project provided that the work complies with the basic design.
- Preparation of technical decisions to be taken by the Project Owner taking into account the progress of the work, the difficulties encountered and unforeseeable events.
- Systematic information of the hierarchy, of the Project Owner by means of various documents and communications such as: site meeting reports, site visit and test reports, monthly report dealing with the technical and financial aspects of the work, presentation meetings, etc.
- Advance warning to the Project Owner, regarding any possible overrun in the scope of the work, or any possible modifications to be made to the project, particularly in the event of technical modifications to be made to it during its implementation.
- Report discrepancies (quality, costs, deadlines, etc.) that may lead to disputes or complaints. Manage complaints or disputes. Prepare any amendments to contracts.
- Preparation of reports of attachment of the work carried out, contradictorily with the Company in order to determine for each activity the quantities actually implemented. Verification of the Company's monthly statement projects and preparation of progress statements. Verification and validation of the final statement and preparation of the general and final statement of work and validation. Planning and organizing the payment of the Company's and subcontractors' invoices in compliance with the clauses of the contracts.

The Consultant's task also includes:

- Verification of the conformity of materials and works to approved execution projects, contractual plans, requirements of contractual documents and service orders, verification that the company effectively remedies all malfunctions or defects noted during visits and inspections;
- Carrying out all the tests that he deems necessary for monitoring the work (structures, geotechnics, hydraulics, materials, topography, etc.). The consultant will be responsible, at his own initiative, for additional contradictory tests if he suspects any defects in the execution of the work.
- Approval of the company's laboratory and verification of the conformity of all necessary technical testing and trial facilities and systems. It may request any changes or reinforcements it deems necessary;
- Tenderers must provide a list of these tests, which must cover the key points of the work and will constitute the external inspection carried out on behalf of the project owner, separate from the (internal) inspections carried out by the company, the consultant must ensure compliance with the specifications and must supervise them. In particular, he must check all tests carried out by the company on site, in the laboratory and in the workshop/factory, as well as the origin and compliance of the materials or equipment supplied and implemented with the specifications. He must submit the certificates of conformity to the project owner and verify the validity of the guarantee certificates issued by the suppliers;
- Check the maintenance of a list of materials used by the company and their suitability;
- Ensure that the necessary arrangements are made regarding the company laboratory in order to comply with the directives relating to the control of the execution and implementation of materials
- Have the company remove all rejected materials or equipment from the site;
- Ensure the exploitation of the results of the various tests and checks to identify the decisions to be taken;
- To have a good climate on the construction site, including with the population. Ensure compliance with the rules, and particularly compliance with the rules of hygiene, safety and risk prevention. Stop work immediately in the event of danger and take the necessary measures.
- Ensure inspection and control of preventive safety measures to be taken by the company on the project site and, if necessary, develop safety guidelines for the same company.



- Provide the company with assistance in understanding technical and administrative files and preparing documents for payment of work.

**i) ADMINISTRATIVE AND FINANCIAL CONTROL OF THE SITE**

The consultant must in particular:

- Propose to the project owner the approval of potential subcontractors, in compliance with the Public Procurement Code in force in Cameroon and international practices in this area;
- Prepare and deliver/notify service orders to Contractors, after their signature by the Project Owner, as specified above;
- Keep a record of all measurements taken for the purpose of payment for the work carried out, as well as all test results; on the basis of the contradictory statements of the quantities mentioned above, calculate the corresponding payments;
- Aim and then present for signature by the project owner, the destination certificates for materials on temporary admission;
- Advise the project owner on technical problems encountered or questions relating to the application of contract clauses, inform the project owner of any delays and formulate recommendations for their attention;
- Submit to the project owner any technical, calendar or financial modification which impacts the market economy, for approval by the project owner;
- Establish regulatory expenditure documents such as:
  1. Site attachments (progress, supplies, work completed or not, etc.),
  2. Financial attachments (late payment interest, price revision penalties, etc.), periodic statements in accordance with the general and specific clauses, based on the draft statements in invoices submitted by the company;
  3. Certificates for payments or disbursement requests signed by the Contracting Authority;
- Study and verify any request made by companies for additional payments; prepare additional price schedules and possible amendments, including the detailed presentation of the justifications necessary for a decision by the Contracting Authority, a presentation which must result from a critical analysis of the company's requests; and submit recommendations to the Contracting Authority;
- Develop recommendations for the Contracting Authority during disputes or litigation with the company and provided that the dispute or litigation is notified during the period covered by the contract. The consultant will instruct the company's submissions in these cases, for the attention of the Contracting Authority;
- Update and forecast the cost of completing the work as conditions change;
  - In general, provide the Project Owner with all useful information for the needs of its mission.

**j) MEETINGS, PRESENCE ON SITE**

To carry out work checks, the consultant will technically manage, under the supervision of the Project Owner, the monthly and weekly site meetings organized on site and the visits carried out unannounced as needed. The consultant is required to be present at each visit by the Client or its representatives, as well as when the decisions to be taken require it.

These monthly and weekly meetings will allow the Project Owner to note the progress of the work through the quantitative and qualitative determination of what has been completed, what is in progress and what is forecast.

The observations made on this occasion will be the subject of a report submitted to the Project Owner within 2 calendar days following the meeting.

They will be recorded in the site logs which will contain the findings, both those of the Consultant and those of the other parties involved in monitoring the work. These logs will also list all service orders and mention all events relating to weather conditions. These logs will become the property of the project owner to whom they will be given at the end of the work. The complete information in the paper site logs will be reported daily in an electronic version which will be sent to the Project Owner at the end of each day by the project owner.

**6.2.3) MISSION 9: MONITORING THE IMPLEMENTATION OF THE ESMP DURING THE WORKS**

**□ CONTROL OF ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY PROVISIONS**

The service provider will be responsible for supervising the implementation of the measures of the ESMP concerning the works (annex to the ESIN). This will involve carrying out an inspection, control, intervention, training and audit activity aimed at verifying that all the requirements and conditions regarding environmental protection, as well as the health and safety of workers and populations, are effectively respected during all phases of the works. In the context of this project, this supervision will mainly focus on the following aspects:



- Implementation of the measures provided for in the ESMP and, where applicable, the resettlement action plans (RAPs): verify whether the environmental and social measures identified during the various phases of the project are actually implemented through the development and then implementation by the Works Companies of a ESMP-Works, itself broken down into operational plans aimed at controlling, for example, Health and Safety risks concerning workers and populations, the management of waste and hazardous materials, procedures in the event of serious incidents, etc.;
- Compliance with current laws and regulations: verify that all regulatory requirements relating to various environmental aspects (air, soil, water, fauna, flora, waste, etc.) are implemented as planned.
- The Service Provider must ensure the implementation by the Works Company of the validated ESMP-Works. It must also verify the effective implementation of the Environmental, Social, Safety and Health Specifications (ESSS) of the TD-Works.

#### ■ MONITORING THE IMPLEMENTATION OF THE ESMP

As reference documents, the Project Management initially has the ESMP developed for each of the sites implementing the measures defined in the NIES, the specifications contained in the call for tender documents and, secondly, the ESMP-Works produced for the execution of the works designed by the Works Companies, the ESMF and the RPF of the program.

The Project Management will rely on the ESIN-ESMP because it is the one that prepares them in a firm phase;

The ESSS specifications of the TD works should be defined taking into account the ESIN-ESMP

The ESMP produced during the execution phase of works are the ESMP produced by companies for their works. They are called ESMP-Works.

From an environmental and social point of view, the project management has the following tasks:

1. Assist the project owner in taking into consideration and evaluating the environmental and social aspects that must be present in the companies' proposals (responses to the CF).
2. Design and operationalize the environmental and social monitoring and follow-up described in the ESMP in the form of an Environmental and Social Management System (ESMS) manual. The Project Management will explicitly list the resources and procedures that will enable it to validate the actions or achievements of the Companies requiring validation (by the Project Management) as well as the constraints and penalties that the Project Management may apply to the Companies in the event of non-compliance. Diachronic monitoring will be set up with the recording of progress in the environmental and social actions of the Companies. The ordinary progress of the work will use, among other things, indicators that are, as much as possible, quantitative to enable this diachronic monitoring. Incidents and accidents will be the subject of a hierarchy developed by the Project Management. Damage will be analyzed and recorded. They will be reported to the Project Management and the opportunity to inform the AFD will be notified. The recording of these incidents and accidents will be followed by an analysis of the context and the reasons for their occurrence, a notification to all relevant stakeholders of the measures to be taken to prevent their recurrence and those to mitigate or compensate for the damage observed. The progress of these mitigation measures as well as their closure will be the subject of reporting. The frequency, nature and content of the site inspections will be described therein. The Project Management may design different and cyclical site inspections covering different themes or degrees of in-depth. The specificities of inspection of the different infrastructures (life base, technical bases, concrete plants, crushing plants, quarries, etc.) will be taken into account. All of these inspections will be guided by checklists including the mitigation measures to be taken for non-conformities as well as a schedule for completion. These inspection reports must be archived.
3. Guarantee to the Project Owner that the ESMP-Works are delivered according to the contractual term and that they comply with the ESMP, any recommendations from the national environmental and social authority, national regulations and the environmental and social standards of the AFD, and to ESMF and RPF of the program Regional Capitals.
4. Guarantee to the Project Owner that the personnel of the Companies designated to ensure the implementation of the environmental and social risk management procedures of the executing companies are in place, have the required skills, and have the means to exercise their mandate.
5. The Environmental and Social Expert(s) of the Project Management will strengthen the knowledge of their colleagues. All staff of the Project Management will follow at least two sessions in the first year (catch-up for staff intervening after the first year) of the contract.
6. Guarantee to the Project Owner that all environmental and social authorizations have been acquired before the works or uses and the commissioning of the achievements. The associated permanent or temporary infrastructures (quarries, technical bases, base camp, garages, etc.) will not be forgotten. The expiration dates of the authorizations will be monitored and anticipated. The activities of the Project Owner



may require additional environmental and social studies as well as authorizations or permits; The Project Owner will assess its activities in relation to national regulations and AFD standards and will conduct ad hoc studies and work to obtain the appropriate authorizations. All environmental and social authorizations necessary for the activities of the contractors will be archived by the Project Owner and then transferred, at the end of the mission, to the Project Owner.

7. Guarantee to the Project Owner that all site installations required to carry out the work comply with the ESMP-Works designed by the companies (or failing that, the ESMP) and issue a compliance report. This will involve validation in several phases: based on plans, during the construction work, and upon completion of the work.
8. Review all environmental and social reports and transmit observations to issuers as well as actions to be taken.
9. The Project Management will archive all environmental and social documentation produced for the project. It will ensure that it is easily consultable and usable until final acceptance. After acceptance, this documentation will be transmitted to the Project Management with all the information needed to understand the classification and indexing of the various documents.
10. Provide secretarial services for the various committees including site meetings
11. If necessary, the Project Management may be required to conduct conciliation missions between the Companies and the population. In the event of an unforeseen event, it will use the principles provided for in the ESMP or any other document identified in the ESIN references or any other applicable regulatory text. It will keep a log of these conciliations (dates of receipt of the complaints, channel for receiving the complaint, identity (unless anonymity is requested) and contact details of the complainant, identity of the accused, subject of the complaint, stages of the conciliation, content of the agreement reached, stage of implementation of the agreement, completion and closure of the complaint signed by the complainant and the accused).

#### ■ SUPERVISION OF WORK ON ESSS ASPECTS

The consultant's tasks will be as follows:

- Verification of project design during execution phase:
- Participation in the review of execution plans and, in the event of modification of the initial design of the project, alerting the Project Owner of the consequences in terms of ESSS risks and non-compliance with the Project Owner's ESSS commitments.
- In accordance with the ESSS specifications, review and validation of the ESMP- Works document, accompanied by its execution program as well as the Environmental Protection Plan(s) (EPP) for the site (quarries, storage areas, base camp, etc.), established by the Company during the site preparation phase (based on the standard plan given in appendix 1 of the ESSS specifications).
- Advice to Companies to ensure that their ESMP Works are fully operational (mapping locating the main ESSS issues, summary procedures describing the operating methods to follow for activities and works with high ESSS risks, etc.).
  - Review of updates to the ESMP Works during the execution of the works contract (updates proposed by the Company or at the request of the Project Manager).
- Checking ESSS documents established by the construction company before any operation begins on a site, as provided for in the ESSS specifications of the works contract, such as:
  - Specific and complementary ESSS assessments established to obtain work permits (e.g. opening of quarries, operation of concrete plants, etc.).
  - Approval application files integrating ESSS aspects, such as for example application files for final deposits of surplus materials, technical files describing a base camp or a construction site installation area (particular attention to the choice of site, water drainage, wastewater treatment, workshop areas, storage of hazardous products, the fuel supply area, health conditions, etc.).
- Construction site inspections:
- In accordance with Article 5 of the ESSS specifications:
  - Carrying out a weekly ESSS inspection of construction sites, jointly with the contractor's ESSS manager, to verify the proper implementation of the ESMP works and EPP and the difficulties encountered, and to record the solutions to be implemented to remedy them, specifying the deadline.
  - Validation of the written report of this visit indicating and documenting the non-conformities noted (in relation to the requirements of the regulations in force, the ESSS specifications of the works contract, the ESMP and the ESMP-Works of the company, or in relation to international best practices).



- Unannounced visits with or without the company's ESSS manager and/or the project owner's representative may be carried out in addition.
- During these inspections, control of the ESSS monitoring documents held by the company, to ensure compliance with the ESSS specifications:
  - ESSS section of the site log;
  - Reports of site visits by the company's ESSS managers;
  - Register of non-conformities;
  - Hiring register to verify compliance with the targets for female employment rate and local community employment rate on the site [if applicable].
  - Register of internal company complaints;
  - Waste tracking log;
  - Maintenance logs for the fleet of vehicles, machines and equipment;
  - Any other document as provided for in the ESSS specifications of the works contract.
- During these inspections, on-site verification of the conformity of environmental works with the technical specifications of the works contract and verification of their effectiveness
- During these inspections, management of non-conformities detected in accordance with article 3 of the ESSS specifications and specific articles of the SAC:
  - Identification and categorization of the company's ESSS non-conformities (level 0/observation of a minor non-conformity, level 1 to 3 depending on the severity of the risk and/or damage caused by the non-conformity);
  - Establishment of observation notifications or non-compliance reports according to the seriousness of the non-compliance;
  - Application of appropriate sanctions: automatic escalation of non-compliance not resolved within the time limit, suspension of payments in the event of level 3 non-compliance, decision to suspend work if the situation requires it;
  - Validation of remedial actions, the timetable for their implementation, and monitoring of these actions [with closing report, once the non-compliance has been resolved]
- **Quality of corporate reporting:**
- In accordance with Article 6 of the ESSS specifications, control of the delivery and quality of the company's ESSS reporting. Transmission of reporting documents to the Project Owner for information and archiving.
- **ESSS training actions:**
- In accordance with article 8 of the ESSS specifications, verification of training and awareness-raising actions carried out by the company on ESSS subjects, with site stakeholders (company personnel, subcontractors, local partners, local communities).

#### 6.2.4) MISSION 10: SCHEDULING, MANAGEMENT AND COORDINATION OF THE WORKSITE (SMC)

The SMC mission (Scheduling, coordination and management of the site) has the following main objectives:

- To analyze the elementary tasks relating to the supply of the site, the execution studies, the methods used and the execution of the works, to determine their sequences as well as their critical path, by graphic documents.
- To plan and harmonize in time and space the actions of the various stakeholders at the work stage.
- To ensure detailed monitoring of the corresponding schedule.
- Throughout the duration of the works contract and until the reservations are lifted, within the time limits specified in the works contract, to implement the various organizational measures decided upon under the heading of scheduling and coordination.
  - Based on the execution project, check that the division of the worksite into elementary tasks is carried out rationally and that each of these tasks is in harmony with the methods and techniques used, the provisional schedule and the cost forecasts from the market. In particular, it will check that the means are in accordance with the sub-details of the prices.

#### 6.2.5) MISSION 11: ASSISTANCE WITH RECEPTION OPERATIONS (AOR)

The AOR mission (Assistance to the Project Owner during acceptance operations and during the perfect completion guarantee period) has as its main objective:

- To organize the operations prior to the acceptance of the works, including the production of measurements to measure the works accepted, including the drafting of the specifications and assistance in carrying out the acceptance tests.
- To ensure the follow-up of reservations made upon receipt of the work and until they are lifted.



- To examine the defects reported by the Project Owner or his representatives.
- To constitute the File of Works Executed necessary for their operation, based on the plans conforming to the execution submitted by the contractor, the as-built plans as well as the operating instructions and maintenance instructions of the suppliers of the equipment elements implemented.

The AOR mission will include in particular:

- Measurements of the works received.
- Operations prior to reception.
- The establishment and verification of reports of these operations.
- Monitoring of acceptance tests (watering, test pressure, watertightness test, etc.)
- Verification of the results of these tests.
- Receipt by the Client and its representatives.
- Drafting of acceptance reports and related technical documents.
- Verification of as-built plans.
- "Site review" meetings with minutes.
- Management of possible reserve liftings.
- Monitoring of works during the period of guarantee of perfect completion of works.
- The removal of non-conformities observed upon receipt, during checks and tests after completion.
- Submission of the works execution file (based on the Company's documents once verified).

#### ■ RECEPTION OPERATIONS

The consultant's tasks will be as follows:

- Organize the operations prior to the acceptance of the works, including any partial acceptances and provisional acceptance. Order and monitor completion tests. Prepare acceptance certificates. Issue reservations and notify defects. Prepare execution certificates and final statements. He will attend, alongside the project owner, these acceptances, then the final acceptance of the works which will take place one year after the provisional acceptance; he will ensure the drafting of the corresponding provisional and final acceptance reports and have them signed by the stakeholders: Project Owner, Consultant and Contractor
- Manage the exercise of company guarantees and the lifting of reservations.

Before provisional acceptance, it must:

- Conduct a detailed inspection of the works in the company of the Project Owner and the Company and draw up a list of malfunctions and defects that the Company must remedy before provisional acceptance. He is responsible for examining the disorders reported, particularly by the Project Owner, and must draw up a detailed report specifying the nature and origins of these disorders, and formulating proposals for their treatment;
- Notify the Company of the list and verify that all necessary measures have been taken by them to carry out this work under the required conditions.
- After repair deemed satisfactory by the Project Owner and the Consultant, he must certify the execution and approval of all the tests necessary for the provisional acceptance of the works including the tests on the materials and the proof tests, and certify that the works and the tests were carried out in accordance with the requirements;
  - Establish the provisional acceptance certificates issued to the company.

#### ■ FILE OF WORKS EXECUTED

Within a maximum period of 30 calendar days from the completion of the work, the consultant must:

- Validate the Executed Works File and ensure its correct transmission to the relevant departments.
- Check and transmit the "after execution" as-built plans provided by the companies;
  - Ensure that the company provides the Project Owner with all manuals, documents, lists of equipment, and any information necessary for the maintenance of the installations and works resulting from the work.

#### ■ FINAL RECEPTION

The project manager is required to monitor reservations made during acceptance operations until they are lifted.

The Consultant shall assist the Client during the perfect completion phase.

The Consultant will be responsible for conducting a detailed inspection of the works in the company of the Project Owner, his assistance, and the Company one year after provisional acceptance of the works. On this occasion, he



will draw up a list of any residual malfunctions that the Company must remedy before final acceptance. He must ensure that the repairs have been carried out in accordance with the required conditions.

He will then have to establish the final acceptance certificate and a report relating to this acceptance for the project owner.

The final acceptance report will be sent within thirty (30) days after this receipt.

#### **□ GENERAL AND FINAL STATEMENT**

The consultant will establish the general and final statement on the basis of the draft final statement prepared by the company. In particular, he will ensure that this final statement is presented in the same functional form as the estimated detail. He will establish the balance sheet from the final statement and the last monthly statements corresponding to it.

The general statement must include:

- The final count considered;
- The balance statement considered;
- The summary of monthly payments and the balance, the result of which constitutes the amount of the general statement;
- Studying new requested prices, checking sub-details of the company's prices;
- The preparation of documents concerning releases and other formalities and their presentation for signature by the Project Owner.

**I. ORGANIZATION OF THE CONSULTANT'S MISSION****7.1) PROVISIONAL CALENDAR**

The maximum deadlines provided by the Project Owner for the performance of the services are:

- **Five (05) months** for the FIXED PHASE
- **Ten (10) months** for the conditional phase (including the time required for withdrawal, site restoration and production of the as-built file and final consultant report for the conditional phase)
- **Twelve (12) months** for the warranty period of the works.

Consultants must present in their proposal an intervention schedule which will include on the one hand all the planned activities and tasks and on the other hand a time scale. The activities will be at least those described in these ToRs. They may be adapted according to the methodology proposed by each Consultant. Tasks may be added as needed and broken down by the Consultant in his methodology.

The consultant's remuneration relating to the support of the project owner in the preparation of tender documents for works and Assistance in the award of works contracts (ACT) will be respectively fixed.



## 7.2) DURATION OF SERVICES - TIMETABLE FOR DELIVERY OF DELIVERABLES

The full duration of the services is estimated at approximately fourteen (14) months + twelve (12) months for the quarterly monitoring during the warranty period, not including the time required for the review and approval of the documents submitted. The final reports will be produced and submitted according to the following schedule:

Missions	Steps / Deliverables	Duration outside Validation deadlines
<b>FIXED PHASE (05 MONTHS); missions 0 to 4)</b>		
Mission 0	<b>FIXED PHASE START-UP REPORT</b>	$T0 = T1 + 0$ months
Mission 1:	<b>Programming Study/</b> Development of a detailed program for each sports infrastructure site: based on the conclusions of the feasibility study, the production of a program integrating the functional, management, architectural and technical requirements and expectations	$T1 = T0 + 1$ month
Mission 2:	Summary Study Report SSR	$T2 = T1 + 1$ month
Mission 3:	Detailed Study Report DSR	$T3 = T1 + 1$ month
Mission 4:	Studies of the transversal aspects of SPORCAP sub-projects	$T4 = T2 + 1$ month
Mission 5:	Preparation of a Consultation File (CF) and Works Call for Tender Files (TD)	$T5 = T4 + 0.5$ months
Mission 6:	Assistance in the Contract Award Process (ACT)	$T5 = T4 + 0.5$ months With part-time mobilization at the request of the project owner during the contract award phase of the works
<b>CONDITIONAL PHASE (missions 7 to 11): (10 MONTHS: Supervision and control of work; 12 MONTHS: Quarterly monitoring during the warranty period)</b>		
	Notification of the service order to start work	$T0$
Mission 7:	Conditional tranche start-up report and visa and validation of execution studies and technical provisions (VISA)	$T1 = T0 + 10$ months (monitoring of work including writing of the final report)
Mission 8:	Works Contract Execution Department (DET)	
Mission 9:	Monitoring the implementation of the ESMP during the works	
Mission 10:	Scheduling, Management and Coordination of the site (SMC);	
Mission 11:	Assistance with reception operations (AOR)	
	Quarterly monitoring during the warranty period and final acceptance	$T2 = T1 + 12$ months



### 7.3) TRANSMISSION OF DELIVERABLES

#### ■ FIXED PHASE

During the kick-off meeting for the services, on the consultant's proposal, a reframing of the schedule in the form of a schedule of deliverables to be produced will be validated by the project team. To this end, the deliverables will be prioritized according to the sub-projects, allowing the optimization of the procurement process.

In general, the various reports will be produced and submitted in six (06) paper copies and two (02) digital copies. The reports will be sent simultaneously to the local Coordination unit (LCU) (04 papers + 01 digital) and to the central unit (CCU) (02 papers + 01 digital). The provisional versions of the study reports (with the exception of the Inception report + TDR of the environmental and social studies) will be sent in two (2) paper copies and two (2) digital copies (01 + 01 to the LCU and 01 + 01 to the CCU) for discussion and advice beforehand.

Transmission of the provisional version and at the latest one (01) month before the deadline for transmission of the final version. The Local Coordination Unit and the Central Unit have a maximum of fifteen (15) days to react to the provisional versions. After receipt of the commented provisional version, the consultant has fifteen (15) days to transmit the final versions, taking into account all the observations (LCU + CCU). The final version is submitted to the monitoring and acceptance committee for validation (with the exception of the ESIN which is the subject of a certificate of conformity issued by MINEPDED) and validation by the AFD for projects deemed to be the riskiest. For this purpose, the consultant will produce the ESIN reports required by MINEPDED + 04 for the monitoring units). The Commission also reserves the right to make observations. In this case, the Project Manager has fifteen (15) days to transmit in two (02) paper copies and two (02) digital copies (01+01 to the LCU and 01+01 to the CCU) the final versions taking into account all the observations of the Monitoring and Acceptance Commission. The deliverables will be deemed valid in the absence of comments from the Project Manager's team within the aforementioned deadlines.

It is specified that the technical options of the programming studies, the APS and the APD will be subject to a review along the way. To this end, a first launch working session will bring together no later than 15 days after the start of the phase, the representatives of the Central Coordination Unit, the Local Coordination Unit and the Consultant, and also halfway through (approximately 30 days after the start of each mission) in order to assess the progress of the services and validate, as and when.

The final study documents will be provided on paper as well as a reproducible for the plans and digital copy only on USB key in non-modifiable (PDF) and modifiable file (The graphic parts will be in "DXF" format and the written documents will be in Microsoft Word or Excel formats).

#### It should be noted that:

The Inception and prerequisites report will propose the Consultant's detailed work plan for each of the components including the documentary research, writing, consultation phases, etc. It will present a plan for mobilizing and intervening the members of the Consultant's team and will detail their respective tasks. It will specify the methodology, the summary of the reports to be produced and will state any relevant observations relating to the proper execution of the mission.

A Monitoring and Technical Receipt Commission will pronounce the receipt of services in accordance with the requirements of the contract.

#### ■ CONDITIONAL PHASE

The following deliverables may be produced as required by the consultant:

- MEETING MINUTES:
  - 3 paper copies, and two (2) electronic versions.
- FILES OF WORKS EXECUTED:
  - 3 paper copies in provisional version and two (2) electronic versions, 6 paper copies in final version and two (2) electronic versions.
- REPORTS:
  - 3 paper copies in provisional version and two (2) electronic versions, 6 paper copies in final version and two (2) electronic versions.

Furthermore, the following deliverables will be required to be produced by the consultant:



▪ **MONTHLY REPORTS.**

The consultant will prepare a monthly progress report within seven (7) calendar days following the end of each month. These reports, prepared in English, will be presented according to the indicative plan below, which the consultant may adapt according to the progress of the work.

Monthly reports will not be the subject of a provisional version. Any observations on a monthly report must be taken into account in formulating the content of the following month's report and consolidated in the quarterly report which will cover the period in question.

▪ **SITE INSPECTION REPORT.**

The final site inspection report will be the subject of a provisional version and a final version. The consultant will have twenty-one (21) days to submit the final version, after receipt of the project owner's observations on the provisional version.

▪ **FINAL REPORT OF THE WORK INSPECTION**

The project manager will submit, no later than thirty (30) days after provisional acceptance of the works, a general final report on the execution of the works contracts and control operations which will include:

- The general presentation of the project (source of financing, contractors, agreements, market, etc.);
- The financial report of the market (works, control) and the corresponding history (completion schedule, interruption, evolution of the people hired, the equipment used);
- A detailed description of all technical modifications undertaken with their justifications as well as a comprehensive presentation of the final project;
- The economic analysis of the costs of implementation item by item, and of the costs of typical works based on representative measurements;
- All the photographs necessary to illustrate the different stages of the project;
- An assessment intended to show to what extent the results obtained meet the specifications of the specifications, and to define the possible reasons for their divergence (shortcomings of the study, unsuitable means or standards);
- A presentation of recommendations on methods of implementation or on the modification of certain prescriptions for the future;
- An assessment of the performance of the Company responsible for the work;
- A general summary of the results of the tests and proof tests (pressure tests, disinfection of networks, commissioning of recovery stations, etc.);
- All documents constituting the file of the work carried out which it is his responsibility to collect and verify, in particular the general and detailed plans;

The project manager must also submit, no later than thirty (30) days after provisional acceptance of the works, a maintenance and operating manual, which must be submitted to the project owner, who will submit it to all authorities likely to be involved in this subsequent operation. This manual will indicate on a multi-year basis all routine maintenance tasks, periodic maintenance and probable "repairs" that will have to take place during the operation of the structure, their methods and procedures for implementation: visits (types, means, frequency, costs), works (nature, frequency, costs).

▪ **QUARTERLY MONITORING REPORT DURING THE WARRANTY PERIOD AND FINAL ACCEPTANCE**

The project manager must carry out quarterly monitoring of the performance of the works carried out during the warranty period and submit a quarterly inspection report each time; he is also required to carry out the operations leading to the final acceptance of the works in which he is a member.

□ **INDICATIVE PLAN OF REPORTS:**

The final plan of the reports must be approved by the Contracting Authority. For this purpose, it will be proposed by the Consultant to the Contracting Authority, within a maximum period of two (2) weeks, following the service order for the start of mission of the Consultant.

#### **7.4) TERMS OF MONITORING THE STUDY AND VALIDATION OF DELIVERABLES**

The project owner will be the City Mayor of the Bamenda City Council. He will set up a monitoring and technical acceptance committee responsible for providing broad guidelines and setting priorities based on the available budget.

The study's technical monitoring and acceptance committee (CSRT) which will meet during the deliverable's adoption sessions will be composed as follows:

- The Mayor of the City (Project Owner) or his representative, President;

#### Members

- The Director of Technical Services of the BCC
- The LCU Coordinator;
- The SPORCAP National Coordinator or his representative
- LCU Engineer / Sectary
- RD/MINH DU/North West
- A representative of RD MINMAP,
- Social mediator / Sports instructor of the LCU,
- RD/MINSEP/North West;
- Head Teacher / GS NIBUNG
- Head Teacher / GS STATION
- Director PARCOUR VITTA/ Bamenda

#### Observer

- A representative of MINMAP,
- The AMO Head of Mission,
- The Local Technical Assistant.

#### Guests

- Project management;
- Any person invited by the Project Owner because of their skills

Other institutions may be invited to participate in CSRT meetings, in particular network concessionaires;

Daily follow-up of services will be provided by the LCU Coordinator/Contract Manager and the LCU Engineer/Contract Engineer; supported by the LCU environmentalist and the LCU Sports Instructor.

It is envisaged that a meeting bringing together the Consultant's teams (including at least the Mission Manager) and those of the project team will be organized monthly in the CLP premises. However, the Consultant will designate his local representative who will be his focal point for exchanges whenever necessary with the Project Owner's team.

During the Fixed Phase, the Consultant will send every month a progress report presenting the progress of the service, its compliance with the schedule, and the anticipatory measures taken to successfully complete the service. He will take care to specify the specific points where he needs the opinions of the Project Owner, in order to reduce the time taken to validate the reports as much as possible.

**NB:** The Consultant will bear all costs related to the operation of the Monitoring and Technical Acceptance Commissions (reprographics, equipment, coffee breaks, video projector, logistics, etc.). The Project Owner will provide a room for the work to be carried out.

### **7.5) REQUIRED SKILLS**

The consultant will be responsible for setting up auxiliary staff for the execution of the services and the field surveys. The necessary topographic surveys, geotechnical, hydrological and hydraulic expertise, as well as their control and reception are the responsibility of the design office.

The consultant must attach to his offer the list and curriculum vitae of the personnel, whose positions are presented below, that he will assign to the mission. The Contracting Authority reserves the right, throughout the duration of the services, to refuse or replace any personnel whose technical abilities or behavior are deemed inadequate.

All experts must have good command of word processing and spreadsheet software (e.g. Word, Excel or equivalent).

The co-contractor will respect Cameroonian legislation for any recruitment of national agents.



The co-contractor will carry out any task under the authority of the Administration in accordance with the regulations and standards in force in Cameroon and the AFD and according to the requirements contained in these terms of reference. It is responsible to the Administration for the proper progress of the work.

For each phase, the Project Owner will consider the consultant's Mission Manager as the contact person responsible for all of the consultant's personnel and for field control operations.

The Head of Mission is responsible for directing and coordinating the activities of the mission. He is responsible for all monitoring tasks carried out by the monitoring mission officers.

The profiles of the key experts required to perform the full mastery services are given below according to the **Fixed Phase** and the **Conditional Phase**. The consultant remains free to add the additional skills required to achieve the set objectives. The same expert may perform several functions provided that the intervention schedule allows it.

#### 7.5.1) EXPERTS REQUIRED DURING THE FIXED PHASE

FIXED PHASE		
No.	Designation of profiles	Staff skills
a) Key experts		
01	Chief of Mission	<ul style="list-style-type: none"> <li>- <b>Training:</b> architect or architect-urban planner with university training or equivalent;</li> <li>- <b>General experience:</b> at least 7 years of relevant experience in the construction or roadworks sector.</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Have participated as head of mission in the implementation of at least three (03) technical study projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa, particularly in the countries of the sub-region.</li> </ul> </li> </ul>
02	Civil engineering/VRD expert	<ul style="list-style-type: none"> <li>- <b>Training:</b> Civil engineer (Bac+5) in a technical field such as roads or sanitation.</li> <li>- <b>General experience:</b> at least 5 years of relevant experience in the VRD sector</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Having participated as a civil engineering/VRD expert in three (03) technical study projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa, particularly in countries of the sub-region.</li> </ul> </li> </ul>
03	Environmental and Social Expert	<ul style="list-style-type: none"> <li>- <b>Training:</b> Expert or university training in Social Sciences or Environmental Science at university level (Bac +3 minimum);</li> <li>- <b>General experience:</b> at least 5 years of experience in the construction or VRD sector</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Having participated as an Environmental and Social expert to the completion of at least two (02) technical study projects in the field of buildings and collective facilities and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa, particularly in the countries of the sub-region.</li> </ul> </li> </ul>
b) Non-key experts who will not be assessed and are given for information purposes only		
04	Projector(s)	Technician(s) proficient in AutoCAD and its main applications in the relevant fields, each with experience greater than or equal to 5 years.
05	Support staff	<ul style="list-style-type: none"> <li>▪ A trained secretary, with solid secretarial experience of at least three years.</li> </ul>

## FIXED PHASE

No.	Designation of profiles	Staff skills
		▪ A driver

The consultant is responsible for setting up the auxiliary staff required for the execution of the studies and the field surveys. The necessary topographic surveys, geotechnical and hydraulic expertise, plumbers, as well as their control and reception are the responsibility of the consultant.

During the Fixed phase, the Consultant will specify among the key personnel (Mission Manager, and other experts) the one who will reside in Bamenda who will liaise between the headquarters teams and the Project Owner during the intermediate periods, this in order to guarantee regular exchanges in the field, outside the field missions of the headquarters experts, provided for in the Consultant's organization.

## 7.5.2) KEY EXPERTS REQUIRED DURING THE CONDITIONAL PHASE

## CONDITIONAL PHASE

No.	Designation of profiles	Staff skills
c) Key experts		
01	Chief of Mission	<ul style="list-style-type: none"> <li>- <b>Training:</b> Civil Engineer (B+5);</li> <li>- <b>General experience:</b> at least 7 years of relevant experience in the construction and road construction sector.</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Have participated as head of mission in the supervision and control phase of works in at least three (03) projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa</li> </ul> </li> </ul>
02	Follow-up Engineer Expert	<ul style="list-style-type: none"> <li>- <b>Training:</b> Civil engineering engineer (BAC+3)</li> <li>- <b>General experience:</b> at least 5 years of relevant experience in the construction or VRD sector</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Have participated as an expert monitoring engineer in the supervision and control phase of works in at least three (03) projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa</li> </ul> </li> </ul>
03	Socio-environmental expert	<ul style="list-style-type: none"> <li>- <b>Training:</b> Expert or university training in Social Sciences or Environmental Science at university level (Bac +3 minimum);</li> <li>- <b>General experience:</b> at least 5 years of experience in the construction or VRD sector</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Have participated as a socio-environmental expert in the supervision and control phase of the works in the realization of at least three (03) projects in the field of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last ten (10) years in sub-Saharan Africa</li> </ul> </li> </ul>
04	Three (03) Senior Follow-up Technicians	<ul style="list-style-type: none"> <li>- <b>Training:</b> Senior technicians in civil engineering or university training (Bac +2 minimum)</li> <li>- <b>General experience:</b> at least 05 years of experience</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>Have participated as a monitoring technician in the supervision and control phase of works in the completion of at least two (02) projects in the field of</li> </ul> </li> </ul>



CONDITIONAL PHASE		
No.	Designation of profiles	Staff skills
		buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa
d) Non-key experts who will not be assessed and are given for information purposes only		
05	Support staff	<ul style="list-style-type: none"> <li>▪ A trained secretary, with solid secretarial experience of at least three years.</li> <li>▪ A driver.</li> </ul>

**NB:**

Given the consistency of the work, the mission manager in the conditional phase will have a civil engineering engineer profile. To this end, the architect who conducted the studies as mission manager may intervene in the back office as a specialized expert in the work monitoring phase or any other short-term expert required.

Key experts from the **Fixed Phase** with profiles and skills/experience required for the implementation of the **Conditional Phase** may be proposed by the consultant.

#### 7.5.1) POOL OF TECHNICAL EXPERTS WHO CAN BE MOBILIZED IN PHASE [FIXED PHASE (FP) AND/OR CONDITIONAL PHASE])

POOL OF TECHNICAL EXPERTS		
No.	Designation of profiles	Staff skills
01	Expert in "sports programming consultancy and sports equipment management"	<ul style="list-style-type: none"> <li>- <b>Training:</b> Diploma in Science Physical and Sports Activities Techniques (STAPS) (Bac +2), training in architecture, engineering or equivalent (minimum BAC+3 level) or other relevant university training or equivalent;</li> <li>- <b>General experience:</b> at least 5 years of experience</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Have participated as an expert in technical programming of sports infrastructure in at least three (03) sports infrastructure projects in the design phase or in the management/operation phase over the last five (05) years in sub-Saharan Africa</li> </ul> </li> </ul>
02	Expert in High/Low Current and Renewable Energy	<ul style="list-style-type: none"> <li>- <b>Training:</b> Electrical Engineer (BAC+3)</li> <li>- <b>General experience:</b> at least 5 years of experience in the construction or VRD sector</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Have participated as a high/low current and renewable energy expert in the completion of at least one (01) technical study project and/or supervision and control of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa</li> </ul> </li> </ul>

POOL OF TECHNICAL EXPERTS		
No.	Designation of profiles	Staff skills
03	Plumbing / Fire Safety Expert	<ul style="list-style-type: none"> <li>- <b>Training:</b> Plumbing engineer or equivalent university training (Bac +3 minimum);</li> <li>- <b>General experience:</b> at least 5 years of experience in the construction sector</li> <li>- <b>Specific professional experience:</b> <ul style="list-style-type: none"> <li>▪ Have participated as a plumbing/fire safety expert in the completion of at least one (01) technical study projects and/or supervision and control of buildings and collective equipment and/or VRD in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa</li> </ul> </li> </ul>
04	Survey Expert	<ul style="list-style-type: none"> <li>- <b>Training:</b> Topographic engineer (Bac+3);</li> <li>- <b>General experience:</b> at least 5 years of experience in the construction sector.</li> <li>- <b>Specific professional experience:</b> Have participated as a topographer in the completion of at least one (01) technical study projects and/or supervision and control of construction projects in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa.</li> </ul>
05	Geotechnical Expert	<ul style="list-style-type: none"> <li>- <b>Training:</b> Geotechnical engineer (Bac+3);</li> <li>- <b>General experience:</b> at least 5 years of experience in the construction sector.</li> <li>- <b>Specific professional experience:</b> Have participated as a geotechnician in the completion of at least one (01) technical study projects and/or supervision and control of construction projects in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa.</li> </ul>
06	Expert in Flooring Engineering	<ul style="list-style-type: none"> <li>- <b>Training:</b> Diploma in Civil Engineering (Bac + 3) or other equivalent university training</li> <li>- <b>General experiences:</b>(at least 5 years of experience in the construction sector)</li> <li>- <b>Specific professional experience:</b> Have participated as an expert in Engineering related to floor coverings in the realization of at least one (01) technical study projects and/or supervision and control of construction projects in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa</li> </ul>
07	Expert in hydraulic engineering and know-how in the planning of drainage works	<ul style="list-style-type: none"> <li>- <b>Training:</b> Diploma in Rural or Civil Engineering (Bac + 3) or other equivalent university training</li> <li>- <b>General experiences:</b>(at least 5 years of experience in the construction sector)</li> <li>- <b>Specific professional experience:</b> Have participated as a hydraulic expert in the completion of at least one (01) technical study projects and/or supervision and control of construction projects in urban areas of comparable nature and complexity over the last five (05) years in sub-Saharan Africa.</li> </ul>

NB: The consultant will propose technical experts for the expert pool according to the profiles defined in these ToRs and this grid. These may be mobilized as needed by the project team following a request from the consultant.

#### 7.6) WORKING METHODOLOGY

Based on the duration of the services and the proposed delivery schedule for deliverables set out in the Terms of Reference, the consultants shall establish for each mission a working methodology for the study and include it in their offer. The working methodology shall describe how the consultants will approach the following activities:



- Information research/data collection
- Identification and analysis of alternative solutions for the proposed project;
- Analysis of other possible technical solutions;
- Additional workshops and consultations to ensure local participation;
- Summary report summarizing the analysis;
- Consultation meetings with decision makers/stakeholders to identify preferable technical solutions;
- Preparation of engineering, design and tender documents;
- Preparation of provisional and final reports in the study phase and in the supervision and control phase of the works.

## 7.7) LOGISTICS AND MATERIAL RESOURCES TO BE MOBILIZED BY THE CONSULTANT

### ■ How the Control Mission works

In general, the Consultant must provide all the equipment and services necessary to carry out its mission in order to achieve the required results. The Project Management staff will be based in the city where the project will be carried out.

The Project Manager will take charge of and install the office equipment (computer equipment, consumables, etc.) and site equipment that it deems necessary for the proper execution of its mission.

The general organization of the control mission will be presented in the organization chart attached by the bidder in its offer.

The Project Management is planned to be continuous and permanent in order to guarantee the proper execution of the services and to optimize the use of resources including financial resources. In particular, it must result in a continuous presence of the Chief Engineer, the Control Engineers and the necessary support staff at the work sites until their provisional acceptance.

The team will be mobilized as and when needed, depending on the start of work. Apart from the Head of Mission, the rest of the long-term experts will only be mobilized for the actual duration of the work on the construction sites.

All costs relating to the remuneration of staff and the resources necessary for the operation of the Project Management will be detailed in its offer.

### ■ Material

The Project Manager will provide a detailed description of the equipment it intends to use in its offer.

The Project Manager will supply the equipment below, which must be new or in perfect working order, then ensure its operation (consumables, fuel, maintenance) and its insurance (renewal in the event of theft or destruction).

### ■ Geotechnical laboratory

Laboratory equipment is provided by the companies.

This equipment will enable all the usual tests to be carried out for identifying materials (Proctor, granulometry, water content, plasticity index, etc.), for controlling compactness (densitometer for each project), for the quality of aggregates, for bitumen content, for the temperature of implementation, for the resistance of concrete (press).

It will nevertheless be up to the Project Manager to equip himself with light control equipment such as: sclerometer, caliper, etc.

### ■ Topographic material

The topographic equipment must be of sufficient quantity and quality to keep pace with the progress of the work. The topographic team must be equipped so as to be able to work simultaneously on all activity poles.

### ■ Vehicles

The vehicles used on the construction site will be provided by the Project Manager as part of its contract. Operation (fuel, oil, etc.), routine maintenance, any repairs and accidents, provision of a driver and all other road use expenses (vignette, insurance, etc.) will be the responsibility of the Project Manager. These vehicles will be in very good condition for the duration of the construction site.

The number of vehicles to be provided by the Project Manager is: two (02) 4x4 pick-ups

### ■ Other material

The remaining equipment that the inspection mission considers it needs to properly carry out its task will be described in the Project Manager's offer and its cost included in the mission's operating costs.

- Computer equipment (High-performance computers capable of supporting management and civil engineering software, latest generation printer, photocopier, digital camera, etc.)
- Computer software for word processing, management, structural calculation and drawings
- Communication materials.

### ■ Offices and accommodation



Sufficient and functional offices will be provided by the companies according to the allocation, within the limits of the technical specifications of the tender documents for the works, namely:

- a) Site offices; they will be furnished by the construction companies according to the allocation within the limits of the technical specifications of the call for tenders for the works. The companies will provide insurance, security and maintenance, water and electricity (24 hours a day) throughout the duration of the construction site and up to one month after provisional acceptance.
- b) The accommodation for the control mission will be provided entirely by the Project Manager.
- c) During the installation or construction of the offices, depending on the allocation, the companies will provide the control office with sufficient and functional temporary offices.

## Annexe 1 (cf. Tableau)

The AMO sports expert made recommendations included in the table in the appendix as part of the AMO support mobilized for the SPORCAP program. This table was supplemented by the opinion of the SPORCAP national coordinator. The MOE will have to analyze the relevance and feasibility of the suggestions and recommendations made by the AMO expert with regard to (i) the available budget and the planned deadlines for the work, (ii) the objectives of the project (in particular on gender and inclusivity) and (iii) the capacities/skills and costs of management/maintenance of the sites.



**PART TWO**

**Section VIII – Contract Conditions and Forms**

**CONTRACT FOR  
CONSULTING SERVICES**

**Project Name:** RECRUITMENT OF A TECHNICAL DESIGN OFFICE FOR THE COMPLETE PROJECT MANAGEMENT OF CONSTRUCTION AND REHABILITATION PROJECTS FOR LOCAL SPORTS FACILITIES IN THE CITY OF BAMENDA WITHIN THE FRAMEWORK OF THE REGIONAL CAPITALES SPORT PROGRAMME "SPORCAP".



**Contract No.:** CONTRACT N° \_\_\_\_\_/C/BCC/C2D-RCSPORCAP/LCU/ENG/2025 issued after  
Restricted International Call for Tenders Notice N° \_\_\_\_\_/RIIT/BCC/C2D/ITB/CCCM-BEC/2025  
of \_\_\_\_\_

**Between**

---

*[City Mayor of the Bamenda City Council]*

**And**

---

*[Insert Consultant Name]*

**Date :** \_\_\_\_\_



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## I – MODEL CONTRACT



## REPUBLIC OF CAMEROON

Peace - Work - Fatherland

BAMENDA CITY COUNCIL  
C2D PROGRAM «REGIONAL CAPITALS»  
LOCAL COORDINATION UNIT

CONTRACT N° \_\_\_\_\_/C/BCC/C2D-RCSPORCAP/LCU/ENG/2025 issued after Restricted  
International Call for Tenders Notice N° \_\_\_\_\_/RIIT/BCC/C2D/ITB/CCCM-BCC/2025  
of \_\_\_\_\_

FOR THE RECRUITMENT OF A TECHNICAL DESIGN OFFICE FOR THE COMPLETE PROJECT  
MANAGEMENT OF CONSTRUCTION AND REHABILITATION PROJECTS OF LOCAL SPORTS  
FACILITIES IN THE CITY OF BAMENDA WITHIN THE FRAMEWORK OF THE REGIONAL  
CAPITALES SPORT PROGRAMME "SPORCAP".

Contracting Authority / Project Owner: City Mayor of the Bamenda City Council

HOLDER : [indicate the holder and his/her full address and account number]

BP: \_\_\_\_\_, Such: \_\_\_\_\_ Fax: \_\_\_\_\_

RC No.: \_\_\_\_\_; Taxpayer No.: \_\_\_\_\_; RIB: \_\_\_\_\_

**SUBJECT OF THE CONTRACT:** RECRUITMENT OF A TECHNICAL DESIGN OFFICE FOR THE  
COMPLETE PROJECT MANAGEMENT OF CONSTRUCTION AND REHABILITATION PROJECTS OF  
LOCAL SPORTS FACILITIES IN THE CITY OF BAMENDA WITHIN THE FRAMEWORK OF THE  
REGIONAL CAPITALES SPORT PROGRAMME "SPORCAP"

## MARKET AMOUNT:

	Firm Slice	Conditional Phase	Total
VAT included			
Excl. VAT			
VAT (19.25%)			
AIR (2.2% or 5.5%)			
TSR (5 or 15%)			
Net to be mandated (HTVA-AIR-TSR)			



**DELIVERY TIME:** 15 months: 5 months for the fixed phase and 10 months for the conditional phase with twelve (12) months for quarterly follow-up during the guarantee period

**PLACE OF PERFORMANCE:** City of Bamenda

**FUNDING:** Regional Capitals Sport Program (SPORCAP)

**FOR TAXES: COUNTERPART FUNDS (FCP)**

**IMPUTATION:** N°CONVENTION AFD CCM 1819 01 T of June 12, 2024

SUBSCRIBED, THE : .....  
SIGN, THE : .....  
NOTIFIED THE: .....  
RECORD, THE : .....

This contract (hereinafter referred to as the "Contract") is entered into on [day] of [month] of [year], between, on the one hand, [name of the Client] (hereinafter referred to as the "Client") and, on the other hand, [name of the Consultant] (hereinafter referred to as the "Consultant").

*[Note: If the Consultant consists of multiple entities, the above text should be amended in part as follows: "...[hereinafter referred to as the "Client"] and, on the other hand, a Group [name of the Group] consisting of the following entities, each of which will be jointly and severally liable to the Client for the performance of all contractual obligations, namely [name of member] and [name of member] (hereinafter referred to as the "Consultant")."]*

WHEREAS:

1. The Client has requested the Consultant to provide certain services defined in the Terms of Reference set out in Appendix A to the Contract (hereinafter referred to as the "Services");
2. The Consultant, having demonstrated to the Client that it has the required professional capacity, expertise and technical resources, has agreed to perform the Services in accordance with the terms and conditions set out in the Contract;
3. The Client has received financing from the French Development Agency (hereinafter referred to as the "AFD") to contribute to the financing of the cost of the Services and proposes to use part of this financing to settle the payments authorized under the Contract, it being understood that (i) payments made by the AFD will only be made at the request of the Client and upon approval by the AFD, (ii) such payments will be subject in all respects to the terms and conditions of the financing agreement between the Client and the AFD, and (iii) no party other than the Client may assert any of the rights stipulated in the financing agreement or claim to hold a claim on the financing.

THEREFORE, the Parties have agreed as follows:

1. The following documents attached hereto are considered an integral part of the Contract:
  - a) The General Conditions of the Contract, including Annex 1 (AFD Rules - Fraudulent and Corrupt Practices - Environmental and Social Responsibility) and Annex 2 (Eligibility Criteria).
  - b) The Special Conditions of the Contract.
  - c) The Annexes:

- Annex A: Terms of Reference;
- Annex B: Consultant's Technical Proposal (including signed Integrity Statement);
- Appendix C: Contract Price;
- Appendix D: Bank guarantee form for reimbursement of the advance.

In the event of any discrepancy between the above documents, the following order of priority shall prevail for their interpretation: the Special Conditions of the Contract, the General Conditions of the Contract, including Annex 1, Annex 2, Annex A, Annex B, Annex C and Annex D. Any reference to the said Contract shall be understood as including, unless the context does not permit it, the reference to the Annexes.

2. The respective rights and obligations of the Client and the Consultant are those set out in the Contract, in particular:
  - a) The Consultant shall provide the Services in accordance with the terms of the Contract; and
  - b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties to the Contract have signed the same in their respective names on the day and year hereof-above :

For the [City Mayor of the Bamenda City Council] and in his name

\_\_\_\_\_  
[Authorized Representative]

For and on behalf of [name of Consultant or Group]

\_\_\_\_\_  
[Authorized Representative]

[Note: If the Consultant is made up of several legal entities in a Group, each of them must appear as a signatory or only the agent will sign, in which case the power of attorney authorizing him to sign on behalf of all the members must be attached.]

For and on behalf of each of the members of the Group

[Name of agent]

\_\_\_\_\_  
[Authorized representative on behalf of the members of the Group]

[Add signature locations for each member, if all are signatories.]



## II – GENERAL CONDITIONS OF THE CONTRACT

### A. General Provisions

#### 1. Definitions

- 1.1 Unless the context otherwise requires, whenever used in this Agreement, the following terms shall have the following meanings:
- a) "AFD" means the French Development Agency (AFD).
  - b) "Other Personnel" means one or more professionals provided by the Consultant or a Subcontractor, assigned to the performance of the Services in whole or in part under the Contract.
  - c) "Client" means the executing agency with which the selected Consultant signs the Contract for the provision of Services.
  - d) "GTC" means the General Conditions of the Contract.
  - e) "CPC" means the Special Conditions of the Contract, which allow the GTC to be modified or supplemented.
  - f) "Consultant" means any public or private entity that provides services to the Client under the Contract.
  - g) "Contract" means this Contract signed by the Parties as well as all attached documents stipulated in Article 1 of the Model Contract, namely the General Conditions of Contract (GCC), the Special Conditions (SCC) and the Annexes.
  - h) "Effective Date" means the date on which the Agreement shall enter into force, in accordance with Article 11 of the GTC.
  - i) "Applicable Law" means the laws and regulations applicable in the Client's country or in any other country indicated in the Special Conditions of the Contract (SCC).
  - j) "Grouping" means a formal or informal association, whether or not it has a legal personality distinct from that of the members constituting it, of more than one Consultant, in which one of the members, called the agent, represents all the members of the Grouping, and who is jointly and severally liable for the performance of the Contract vis-à-vis the Client.
  - k) "Day" means a calendar day unless otherwise specified.
  - l) "Foreign Currency" means any currency other than that of the Customer's country.
  - m) "National Currency" means the currency of the Customer's country.
  - n) "Party" means the Client or the Consultant, as the case may be; and, "Parties" means the Client and the Consultant.
  - o) "Personnel" means collectively the Key Personnel, Other Personnel of the Consultant, Subcontractors or members of the Group, assigned by the Consultant for the performance of the Services or part thereof under the Contract.
  - p) "Key Personnel" means one or more experts provided by the Consultant, whose professional qualifications, know-how,

knowledge and experience are essential to the performance of the Services under the Contract, and whose CVs are taken into account for the technical evaluation of the Consultant's Proposal.

- q) "Services" means the work to be performed by the Consultant under the Contract, described in Schedules A and B to the Contract.
- r) "Subcontractor" means any natural or legal person with whom the Consultant enters into an agreement to subcontract part of the Services, the Consultant retaining full responsibility for the performance of the Contract.

2	<b>Relations between the Parties</b>	2.1	Nothing in the Contract shall be construed as creating a relationship of principal and servant, or establishing a relationship of subordination of employee and employer between the Client and the Consultant. Under the Contract, the Personnel performing the Services are wholly dependent on the Consultant and the Subcontractor, if any, who are fully responsible for the Services performed by or on behalf of the Consultant and the Subcontractor.
3	<b>Law applicable to the Contract</b>	3.1	The Contract, its meaning, its interpretation, and the relations established between the Parties will be governed by the applicable Law.
4	<b>Language</b>	4.1	The Agreement has been drawn up in the language indicated in the GCC, which will be the authoritative language for all questions relating to the meaning or interpretation of the Agreement.
5	<b>Securities</b>	5.1	The headings will not limit, modify or otherwise affect the meaning of the Agreement.
6	<b>Notifications</b>	6.1	Any notice required or permitted under the Agreement shall be given in writing, in the language specified in Article 4 of the GCC. Any such notice, request or approval shall be deemed to have been given when delivered in person to an authorized representative of the Party to whom such communication is addressed, or when sent to such Party at the address specified in the GCC.
		6.2	A Party may change its address for notice purposes by giving the other Party written notice sent to the address specified in the CPC.
7	<b>Places</b>	7.1	The Services shall be performed at the locations set out in Schedule A attached hereto and, where the location of a particular task is not specified, at such locations as the Client shall approve, whether in its own country or abroad.
8	<b>Authority of the agent</b>	8.1	If the Consultant is constituted by a Group of more than one entity, the members hereby authorize the agent entity indicated in the CPC to exercise on their behalf all rights, and fulfill all obligations towards the Client under the Contract and to receive, in particular, instructions and payments made by the Client.
9	<b>Authorized representatives</b>	9.1	Any action that may or must be performed, and any document that may or must be drawn up under the Contract by the Client or by the Consultant, may be done by the representatives designated in the CPC.



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| 10 Prohibited practices, environmental and social responsibility | 10.1 The AFD requires compliance with its rules regarding prohibited practices, and environmental and social responsibility as described in Annex 1 of the GTC. |
|--|---|

#### B. Commencement, Completion, Amendment and Termination of the Contract

- |   |   |
|---|---|
| 11 Entry into force of the Contract                               | 11.1 The Contract shall enter into force on the date ("Effective Date") of the Client's notification to the Consultant to commence providing the Services. Such notification shall confirm that the conditions for entry into force of the Contract, if any, listed in the SCC have been met.   |
| 12 Termination of the Contract due to default of entry into force | 12.1 If the Contract has not entered into force within the time periods indicated in the CPC from the date of the Contract signed by the Parties, each Party may, at least twenty-two (22) days after written notice to the other Party, declare the Contract null and void, in which case neither Party may bring any claim under this Contract against the other Party.   |
| 13 Commencement of Services                                       | 13.1 The Consultant will confirm the availability of Key Personnel and begin performance of the Services no later than the Effective Date specified in the SCC.   |
| 14 Completion of the Contract                                     | 14.1 Unless previously terminated in accordance with the provisions of Article 19 below, the Contract will terminate at the end of the period specified in the GTC.   |
| 15 Contract forming a whole                                       | 15.1 The Agreement contains all provisions, arrangements and undertakings agreed between the Parties. No agent or representative of either Party has any authority to make any representation, undertaking, promise or agreement not contained in the Agreement; the Parties shall not be bound by or liable for any such representation, undertaking, promise or agreement.  |
| 16 Amendments   | <p>16.1 No amendment to the terms and conditions of the Agreement, including changes to the scope of the Services, may be implemented without written agreement between the Parties. However, each Party will duly evaluate any proposal for modification or change submitted by the other Party.</p> <p>16.2 The Parties acknowledge that the prior written consent of the AFD is required in the event of any major modification to the Contract.</p>   |
| 17 Force Majeure  | <p>17.1 <u>Definitions:</u></p> <p>17.1.1 For the purposes of the Contract, "Force Majeure" means any event beyond the control of a Party, which is not foreseeable, which is unavoidable and which makes it impossible for a Party to perform its obligations, or which makes such performance so difficult that it may be considered impossible in such circumstances; events of Force Majeure include, but are not limited to: war, riots, civil unrest, earthquakes, fires, explosions, storms, floods or other natural disasters, confiscations, or Act of God.</p> <p>17.1.2 The following shall not constitute Force Majeure events: (i) events resulting from the negligence or wilful action of one of the Parties, one of its Personnel or one of its Subcontractors, agents or employees; (ii) events that a Party acting diligently would have been likely to take into consideration at the time of entering into the Contract and to avoid or overcome in the performance of its contractual obligations.</p> |

17.1.3 Insufficient funds and failure to pay do not constitute Force Majeure.

17.2 Non-Breach of Contract:

The failure of either Party to perform any of its contractual obligations shall not constitute a breach of the Contract, or a breach of its contractual obligations, if such failure results from a case of Force Majeure, to the extent that the Party placed in such a situation has taken all reasonable precautions and measures to enable it to fulfil the terms and conditions of the Contract.

17.3 Arrangements to be made:

17.3.1 A Party facing a Force Majeure Event shall continue to perform, to the fullest extent possible, its obligations under the Contract and shall take all reasonable steps to minimise the consequences of any Force Majeure Event.

17.3.2 A Party affected by a case of Force Majeure must notify the other Party as soon as possible and in any event no later than fourteen (14) days after the occurrence of the event; provide proof of the existence and cause of this event; and similarly notify as soon as possible the return to normal conditions.

17.3.3 Any period granted to a Party for the performance of its contractual obligations shall be extended by a period equal to the period during which that Party was unable to perform its obligations as a result of a case of Force Majeure.

17.3.4 During the period in which it is unable to perform the Services as a result of a Force Majeure event, the Consultant, on the instructions of the Client, must:

- a) cease operations and demobilize, in which case it will be reimbursed for reasonable and necessary costs incurred and those relating to the resumption of the Services if the Client so requires, or
- b) continue the performance of the Services as far as possible, in which case the Consultant will continue to be remunerated in accordance with the terms of the Contract; it will also be reimbursed within a reasonable limit for necessary expenses incurred.

17.3.5 In the event of disagreement between the Parties as to the existence or seriousness of a case of Force Majeure, the dispute shall be settled in accordance with the provisions of Articles 48 and 49 of the GTC.

18 Suspension

18.1 The Client may stop all payments to the Consultant by sending a suspension notice letter to the Consultant if the Consultant fails to perform its contractual obligations, including the provision of the Services. Such suspension notice letter will (i) specify the nature of the failure and (ii) require the Consultant to explain the reason for the failure and to seek to remedy it within a period not exceeding thirty (30) days after receipt of the suspension notice by the Consultant.



**19 Termination**

The Agreement may be terminated by either party under the following conditions:

**19.1 By the Client:**

19.1.1 The Client shall have the right to terminate the Contract following any of the events set forth in paragraphs (a) to (f) of this Article. In such event, the Client shall provide written notice of at least thirty (30) days to the Consultant in the case of the events set forth in (a) to (d), sixty (60) days in the case of the events set forth in (e) and five (5) days in the case of the events set forth in (f):

- a) If the Consultant fails to remedy a breach of its contractual obligations, following notification of suspension in accordance with the provisions of Article 18 above;
- b) If the Consultant (or, if the Consultant is incorporated as a Group, one of its members) becomes bankrupt or enters into receivership, liquidation or judicial reorganization, whether voluntarily or not;
- c) If the Consultant fails to comply with the final decision taken following an arbitration procedure initiated in accordance with the provisions of Article 49.1 below;
- d) If, following a case of Force Majeure, the Consultant is unable to perform a significant part of the Services for a period exceeding sixty (60) days;
- e) If the Customer, on its own initiative and for whatever reason, decides to terminate the Contract;
- f) If the Consultant fails to confirm the availability of Key Personnel.

19.1.2 Further, if the Client establishes that the Consultant engaged in corruption or fraudulent practices in obtaining or in the performance of the Contract, the Client shall have the right to terminate the Contract upon fourteen (14) days' written notice to the Consultant.

**19.2 By the Consultant:**

The Consultant has the right to terminate the Contract, by written notice given within a period which may not be less than thirty (30) days following the occurrence of one of the cases described in paragraphs (a) to (d) below:

- a) If the Client fails to pay, within forty-five (45) days of receipt of the Consultant's written notification of late payment, the amounts which are due to the Consultant, in accordance with the provisions of the Contract, and not subject to dispute in accordance with the provisions of Article 49.1 below;
- b) If, as a result of a Force Majeure event, the Consultant is unable to perform a substantial part of the Services for a period of at least sixty (60) days;
- c) If the Client fails to comply with the final decision taken following an arbitration procedure conducted in accordance with the provisions of Article 49.1 above-after ; or

- d) if the Client has breached its contractual obligations and has not remedied the breach within forty-five (45) days (or any additional period that the Consultant has agreed to in writing) after receipt of the Consultant's notification of such breach.

#### 19.3 Termination of rights and obligations:

All contractual rights and obligations of the Parties shall cease upon termination of the Contract in accordance with the provisions of Articles 12 or 19 of the GCC, or upon completion of the Contract in accordance with the provisions of Article 14 of the GCC, except for (i) the rights and obligations that may remain at the date of termination or completion of the Contract, (ii) the obligation of reserve defined in Article 22 below, (iii) the obligation of the Consultant to authorize the inspection, copying and verification of accounts and records, in accordance with Article 25 below, and (iv) the rights that a Party may retain in accordance with the provisions of the Applicable Law.

#### 19.4 Termination of Services:

Upon termination of the Contract by notice from one Party to the other in accordance with the provisions of Articles 19.1 or 19.2 above, the Consultant shall, upon sending or receiving such notification, take steps to conclude the Services as best as possible and attempt to limit the corresponding expenses as far as possible. With respect to documents prepared by the Consultant, and equipment and other contributions of the Client, the Consultant shall proceed as set forth in Articles 27 and 28 below.

#### 19.5 Payment following termination:

After termination of the Contract, the Client shall pay the Consultant the following amounts:

- a) the remuneration due in accordance with the provisions of Article 42 below for Services that have been satisfactorily performed up to the termination date; other expenses and, in the case of Unit Price Contracts (time spent), reimbursables, in accordance with the provisions of Article 42 for expenses actually incurred before the Effective Date of termination; and
- b) in the cases of termination defined in paragraphs (d) to (e) of Article 19.1.1 above, reimbursement within a reasonable limit of the expenses resulting from the prompt and orderly conclusion of the Contract, as well as the expenses of repatriation of the Consultant's personnel.

### C. Consultant's Obligations

#### 20 General provisions 20.1 Performance standards:

20.1.1 The Consultant shall perform the Services and fulfil its obligations diligently, efficiently and economically in accordance with the rules of the art; shall practice sound management; shall use appropriate state-of-the-art techniques and safe and efficient equipment, machines, materials and processes. In the context of the performance of the Contract or the Services, the Consultant shall always act as a loyal advisor to the Client, and shall defend in all



circumstances the legitimate interests of the Client in its relations with third parties.

20.1.2 The Consultant shall employ and provide Personnel and its Subcontractors, having the necessary qualifications and experience for the performance of the Services.

20.1.3 The Consultant may subcontract part of the Services on the express condition that the Key Personnel and its Subcontractors have been approved by the Client in advance. Regardless of such approval, the Consultant remains fully responsible for the performance of the Services. The Consultant may not subcontract the entirety of the Services.

20.2 Law applicable to the Services:

20.2.1 The Consultant shall perform the Services in accordance with Applicable Law and shall take all measures to ensure that its Subcontractors and Consultant Personnel comply with such Applicable Law.

20.2.2 During the performance of the Contract, the Consultant will comply with regulatory prohibitions on the importation of goods and services into the Client's country.

20.2.3 The Client will inform the Consultant in writing of the local customs that he must respect.

**21 Conflicts of interest**

21.1 The Consultant will primarily defend the interests of the Client without taking into account the possibility of a future mission and will strictly avoid any conflict of interest with other missions or with the interests of his own company.

21.2 Commissions, discounts, etc. :

21.2.1 The Consultant's remuneration, which will be paid in accordance with the provisions of Articles 41 to 46 of the GTC, will constitute the only remuneration paid under the Contract and, subject to the provisions of Article 21.3 below, the Consultant will not accept for himself-even any commercial commission, discount or other payment of this type related to the activities carried out under the Contract or in the performance of its contractual obligations, and will endeavour to ensure that its Personnel and agents, as well as its Subcontractors and their agents, do not receive any additional remuneration of this nature.

21.2.2 If, in the course of performing its Services, the Consultant is responsible for advising the Client on the purchase of supplies, equipment, works, intellectual services (consultants) or other services, it will comply with the Client's procurement rules and will exercise its responsibilities in all circumstances in such a way as to best protect the Client's interests. Any discount or commission obtained by the Consultant in the exercise of its procurement responsibilities will be credited to the Client.

21.3 Non-participation of the Consultant and its affiliates in certain activities:

Unless otherwise provided in the SCC, a company that has been engaged by the Client to carry out work or provide goods,

equipment or services (other than consulting services) for a project, and all companies Affiliated with it, may not provide consulting services in relation to such goods, equipment, work or services.

**21.4 Prohibition of incompatible activities:**

The Consultant, and under its responsibility its Subcontractors and their personnel, shall not engage, directly or indirectly, in commercial or professional activities which could be incompatible with the activities entrusted to them under the Contract.

**21.5 Obligation to report conflicting activities:**

The Consultant, and under its responsibility its Personnel and Subcontractors, have the obligation to report to the Client any actual or potential conflict situation that impacts their ability to best serve the interests of the Client, or that could be perceived as such. Any failure to report such a situation may lead to termination of the Contract.

**22 Obligation of reserve**

22.1 The Consultant and its Personnel undertake not to disclose any confidential information relating to the Services or the recommendations made during the performance of the Services or which may arise therefrom without the prior written authorization of the Client.

**23 Consultant's Responsibility**

23.1 Subject to any additional provisions that may be contained in the CPC, the Consultant's responsibilities under the Contract are those provided for by Applicable Law.

**24 Insurance payable by the Consultant**

24.1 The Consultant shall (i) take out and maintain, and cause its Subcontractors to take out and maintain at its expense (or at the expense of the Subcontractors, if applicable), but in accordance with the terms and conditions approved by the Client, insurance covering the risks and in the amounts set out in the SCC, and (ii) upon request of the Client, provide the Client with evidence that such insurance has been taken out and maintained and that the premiums have been paid. The Consultant shall take out such insurance prior to the commencement of the Services as set out in Clause 13 above.

**25 Accounting, inspection and auditing**

25.1 The Consultant shall maintain up-to-date and systematic accounting and documentation relating to the Services, in accordance with generally accepted accounting principles, and in a form sufficiently detailed to enable all expenses and costs, and the basis on which they were calculated, to be clearly identified; it shall ensure that its subcontractors act in the same manner.

25.2 The Consultant shall allow periodic inspection by AFD or its representatives of the project site and examination of the accounting and documentation relating to the Services and the submission of the Proposal relating to the Services, and shall grant the possibility to auditors appointed by AFD to verify said accounting and said documents, if AFD so requests. The Consultant's attention is drawn to Article 10 above which stipulates, among other things, that hindering AFD's exercise of its right of examination and verification as provided for in this Article constitutes a prohibited practice that may lead to termination of the Contract.



- |   |  |   |
|---|--|---|
| 26  | <b>Reporting Obligations</b>                             | 26.1 The Consultant shall provide to the Client the reports and documents set forth in Schedule A hereto, in the form, timeframes and quantities set forth in such Schedule.  |
| 27  | <b>Ownership of documents prepared by the Consultant</b> | <p>27.1 Unless otherwise provided in the SCC, all reports and information relating to the Services, maps, plans, drawings, specifications, databases, other documents and software, and all materials collected or prepared by the Consultant on behalf of the Client under the Contract shall be confidential and shall become and remain the property of the Client. The Consultant shall deliver them to the Client before the termination or completion of the Contract, together with a detailed inventory thereof. The Consultant may retain a copy of the documents and software but may not use them for purposes unrelated to the Contract without obtaining the prior written consent of the Client.</p> <p>27.2 If the Consultant is required to enter into a patent agreement with third parties for the design of such plans, drawings, specifications, databases, other documents and software, it shall obtain the prior written approval of the Client who shall have the right, at its discretion, to seek to recover the cost of expenses incurred in the development of the relevant programs. Any other restrictions that may apply to the use of such documents and software at a later date shall, where applicable, be indicated in the SCC.</p> |
| 28  | <b>Equipment, vehicles and supplies</b>                  | <p>28.1 Equipment, vehicles and supplies made available to the Consultant by the Client or purchased in whole or in part with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or completion of the Contract, the Consultant shall deliver to the Client an inventory of such equipment, vehicles and supplies and shall deal with them in accordance with the Client's instructions. The Consultant, unless otherwise instructed in writing by the Client, shall take out insurance for the equipment, vehicles and supplies which shall remain in force for so long as such property remains in its possession, at the Client's expense and for an amount equal to their replacement value.</p> <p>28.2 Equipment and supplies imported by the Consultant and its Personnel into the Client's country and used either for the purposes of the assignment or for personal use shall remain the property of the Consultant or its Personnel, as the case may be.</p>  |
| <b>D. Consultant Staff and Subcontractors</b> |  |   |
| 29  | <b>Staff Description-key</b>                             | <p>29.1 The titles, job descriptions, minimum qualifications and estimated length of engagement necessary to perform the Services for the Consultant's key personnel are described in Appendix B.</p> <p>29.2 In the event of a Contract for unit prices (time spent) and if necessary to comply with the provisions of Article 20.1 of the GCC, the Consultant may adjust the estimated duration of engagement of the Key Personnel indicated in Appendix B, by written notice to the Client, provided that (i) these adjustments do not modify the expected duration of engagement of any of the individual experts by more than 10%, or by more than one week, whichever is the longer, and (ii) the totality of these adjustments does not exceed the ceilings set out in Article 41.1 of the GCC.</p> <p>29.3 In the event of a Contract with unit prices (time spent) and if additional tasks are requested beyond the Services defined in Appendix A, the estimated duration of engagement of the Key</p>  |

- Personnel may be extended by written agreement between the Client and the Consultant. If this extension leads to an exceeding of the ceilings set in Article 41.1 of the GTC, the Parties will sign an amendment to the Contract.
- 30 Replacement of Key Personnel**
- 30.1 Unless the Client agrees in writing, no changes will be made to Key Personnel.
- 30.2 Notwithstanding the foregoing, the replacement of Key Personnel during the performance of the Contract may only be considered upon written request made by the Consultant and for reasons beyond the control of the Consultant, including death or incapacity for medical reasons. In such a case, for the purpose of replacement, the Consultant shall provide a person of equal or higher qualification, at the same rate of remuneration.
- 31 Approval for additional Key Personnel**
- 31.1 If during the execution of the Contract it becomes necessary to mobilize additional Key Personnel for the performance of the Services, the Consultant shall submit for review and approval by the Client, his curriculum vitae. If the Client does not formulate a reasoned objection in writing within twenty-two (22) days following the date on which it receives the curriculum vitae, such Key Personnel shall be deemed to have been approved by the Client.
- 31.2 In the event of a Unit Price Contract (time spent), the rate of remuneration applicable to additional Key Personnel will be based on the rates of other Key Personnel who have the same level of qualification and experience.
- 32 Withdrawal of Personnel or Subcontractors**
- 32.1 If the Client discovers that one of the Staff or Sub-If the Consultant has committed a serious breach or is being prosecuted for a crime or offence, or if the Client establishes that one of the Personnel or a Subcontractor has engaged in corruption or fraudulent practices during the performance of the Services, the Consultant must immediately provide for his or her replacement, upon written request from the Client.
- 32.2 If the Client considers that one of the members of Staff or Subcontractor does not have the necessary skills or is incapable of fulfilling his duties, he has the right to request his replacement, specifying the reasons.
- 32.3 Any replacement of Personnel or Subcontractor must be carried out by a replacement whose qualifications and experience are at least equivalent to those of the Personnel replaced, and must be acceptable to the Client.
- 33 Replacement or withdrawal of personnel – consequences on payments**
- 33.1 In the event of a Unit Price Contract (time spent), unless the Client has agreed otherwise, (i) the Consultant shall bear all additional travel and other expenses resulting from the withdrawal and/or replacement, and (ii) the remuneration paid for each replacement member of Personnel shall not exceed the remuneration that would have been paid to the member of Personnel who was replaced.
- 33.2 In the case of a Fixed-Rate Contract, the Consultant shall bear all travel and other expenses resulting from the withdrawal and/or replacement of Key Personnel.
- 34 Working hours, overtime, holidays,**
- 34.1 The business hours and public holidays applicable to Personnel are set out in Schedule A. To take into account travel times to or from the Client's country, Personnel performing the Services in the Client's country will be deemed to have commenced (or completed) the



etc. (Time-based contract only)	Services on the number of days before their arrival in or after their departure from the Client's country set out in Schedule A.
	34.2 Personnel shall not be entitled to overtime pay, sick leave or vacation pay, except as set out in Appendix A; the Consultant's remuneration shall be deemed to cover such hours, sick leave or vacation pay.
	34.3 Leave taken by Staff will be subject to prior approval by the Consultant, who will ensure that absences due to leave do not risk delaying the performance and monitoring of the Services.
<b>E. Customer Obligations</b>	
35 Assistance and exemptions	<p>35.1 Unless otherwise specified in the GTC, the Client will do its best to:</p> <ul style="list-style-type: none"> <li>a) assist the Consultant in obtaining work permits and other documents required for the performance of the Services;</li> <li>b) assist the Consultant in promptly obtaining for its Personnel and, where applicable, their families, entry and exit visas, residence permits, and any other documents required for their stay in the Client's country during the performance of the Services;</li> <li>c) facilitate the customs clearance of goods necessary for the performance of the Services and personal effects belonging to Personnel and their families;</li> <li>d) provide State agents and official representatives with the instructions and information necessary for the rapid and efficient execution of the Services;</li> <li>e) assist the Consultant, its Subcontractors and their Personnel to obtain, in accordance with the provisions of the applicable Law, an exemption from any registration obligation, or any authorization to practice their profession in a company or as an individual in the Client's country;</li> <li>f) assist the Consultant, its Subcontractors and their Personnel, in accordance with the provisions of the Applicable Law, in obtaining authorizations to import into the Client's country reasonable amounts in foreign currency for the performance of the Services and the personal needs of the Personnel, and to re-export the amounts in foreign currency which have been paid to the Personnel for the performance of the Services; and</li> <li>g) provide the Consultant with any other assistance indicated, if any, in the CPC.</li> </ul>
36 Access to the Project site	36.1 The Client guarantees the Consultant free, free and unrestricted access to the sites whose access is necessary for the performance of the Services. The Client will be liable for any damage to the Consultant, its Subcontractors and its Personnel that may result from their presence on these sites, unless such damage is the consequence of a breach or negligence of the Consultant, its Subcontractors or their Personnel.
37 Amendment of Applicable Law regarding taxes and duties	37.1 If, after the date of signature of the Contract, the Law applicable to taxes and duties in the Client's country is modified, and this results in an increase or decrease in the costs to be borne by the Consultant for the performance of the Services, the remuneration

- and other expenses payable to the Consultant will be deemed to increase or decrease accordingly, and the maximum amounts set out in Article 41.1 of the GTC will be adjusted accordingly.
- 38 Client Services, Facilities and Properties**
- 38.1 The Client shall make available to the Consultant and the Personnel, free of charge, for the purposes of performing the Services, the services, facilities and equipment indicated in Annex A on the dates and in the manner set out in said Annex.
- 38.2 If such services, facilities and equipment cannot be made available to the Consultant on the dates and in the manner set out in Annex A, the Parties shall agree on (i) the additional time granted to the Consultant for the performance of the Services, (ii) the terms and conditions under which the Consultant shall obtain such services, facilities and equipment, and (iii) any additional payments that may be made to the Consultant in accordance with the provisions of Article 41 of the GCC.
- 39 Counterpart staff**
- 39.1 The Client will provide the Consultant free of charge with counterpart management and support staff, who will be selected by the Client with the assistance of the Consultant, if this is stipulated in Annex A.
- 39.2 If the Client fails to provide the Counterpart Personnel to the Consultant on the dates and in the manner set out in Appendix A, it shall agree with the Consultant on (i) the manner in which the Services affected by such change shall be performed, (ii) the additional payments that it shall make, if any, to the Consultant in this respect in accordance with the provisions of Article 41 of the GTC.
- 39.3 Counterpart, managerial and support staff, excluding the Client's liaison staff, shall work under the exclusive direction of the Consultant. If a member of the counterpart staff does not satisfactorily perform the tasks assigned to him by the Consultant in the context of the position assigned to him, the Consultant may request that he be replaced; the Client may not refuse, unless there is a serious reason, to comply with the Consultant's request.
- 40 Payments**
- 40.1 The Client shall make payments to the Consultant for the Services rendered under the Contract, in accordance with the provisions of Chapter F below.
- F. Payments made to the Consultant**
- 41 Ceiling amount (time spent) and Contract price (package)**
- 41.1 In the case of a Contract for unit prices (time spent), an estimate of the cost of the Services is set out in Annex C (Contract Price). Payments made under the Contract shall not exceed the foreign and local currency ceilings specified in the SCC. If payments in excess of the ceilings are to be made to the Consultant, an amendment to the Contract shall be signed by the Parties, referencing the provision that allows for such an amendment.
- 41.2 In the event of a Global and Fixed Price Contract, the Contract price is fixed and indicated in the GCC. The breakdown of the Contract price is provided in Appendix C. No modification to the Contract price may be made without the agreement of both Parties for the purpose of revising the scope of the Services in accordance with Article 16 of the GCC, and amending in writing the Terms of Reference in Appendix A.



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|--|--|
| 42 Compensation and reimbursable expenses (Time-based contract only) | <p>42.1 The Client shall pay the Consultant (i) the remuneration determined on the basis of the time actually spent by each member of the Personnel in the performance of the Services after the date of commencement of the Services or any other date agreed to in writing by the Parties, and (ii) other expenses including reimbursable expenses actually incurred by the Consultant during the performance of the Services.</p> <p>42.2 Payments will be determined by applying the rates set out in Annex C.</p> <p>42.3 Unless the CPCs provide for the revision of remuneration prices, these prices will be fixed for the duration of the Contract.</p> <p>42.4 Remuneration includes: (i) salaries and allowances that the Consultant has agreed to pay to the Personnel as well as social security contributions and overheads (bonuses and other profit-sharing arrangements are not allowed in the calculation of overheads), (ii) the cost of headquarters personnel providing technical support, but who are not included in the list of Personnel in Annex B, (iii) the Consultant's profit margin and (iv) any other costs unless otherwise stipulated in the SCC.</p>  |
| 43 Taxes and duties  | <p>43.1 Unless otherwise specified in the CPC, the Consultant, the Sub-Contractors and Personnel shall pay taxes, duties, fees and other charges imposed under the Contract.</p> <p>43.2 By way of exception to the foregoing, and as set out in the CPC, all indirect taxes identified as such during the negotiations of the Contract will be reimbursed to the Consultant or will be paid by the Client on behalf of the Consultant.</p>  |
| 44 Payment currency  | <p>44.1 Payments under the Contract will be made in the currency(ies) stated in the Contract.</p>  |
| 45 Billing and payment terms   | <p>45.1 Billing and payments for the Services will be made as follows:</p> <ul style="list-style-type: none"> <li>a) <u>Advance</u>: The Client shall pay the Consultant an advance in the amount and within the time period specified in the SCC. Unless otherwise specified in the SCC, such advance shall be paid upon submission by the Consultant of a bank guarantee issued in favour of the Client with a bank accepted by the Client, for an amount (or amounts) in the currency(ies) specified in the SCC; such guarantee shall (i) remain valid until the advance has been fully repaid, and (ii) be in the form set out in Appendix D or in any other form approved in writing by the Client. The advance shall be recovered by the Client in accordance with the terms specified in the SCC until the advance has been fully repaid.</li> <li>b) <u>Counts (unit price time spent)</u>: As soon as possible and no later than fifteen (15) days after the end of the calendar month during the period of the Services, or after the end of each period of time specified in the SCC, the Consultant shall submit to the Client, in duplicate, detailed statements accompanied by copies of invoices, vouchers and other appropriate supporting documents of the amounts to be paid in accordance with Articles 44 and 45 for the months or any other periods specified in the SCC. Separate statements shall be prepared for expenses payable in foreign currency and in local currency. Each statement shall indicate separately the portion of the expenses corresponding to the remuneration</li> </ul> |

and that corresponding to other expenses (including reimbursable expenses). The Client shall cause the amounts corresponding to the Consultant's monthly statements to be paid within sixty (60) days of receipt of these statements and the corresponding supporting documents. Only the payment of the portion of the statement that is not properly justified may be deferred. If payments made do not correspond to authorized expenses, the Customer may make the adjustment during subsequent payments.

- c) Progressive lump sum payments: The Client shall pay the Consultant within sixty (60) days from the Client's receipt of the deliverable(s) and the corresponding invoice for the corresponding lump sum amount, as specified in the SCC. Payment will not be made if the Client does not approve the deliverable(s), in which case the Client shall provide feedback to the Consultant within the same sixty (60) day period. The Consultant shall promptly make the necessary corrections, and then the process below-before will be repeated.
- d) Final payment: the final payment made under this Article may only be made after the Consultant has delivered and the Client has approved the report entitled "Final Report" and the statement entitled "Final Statement". The Services shall be deemed completed and accepted by the Client, and the Final Report and Final Statement approved by the Client within ninety (90) days of receipt by the Client, unless the Client notifies the Consultant in writing within the same ninety (90) day period of any deficiencies or inaccuracies that it has noted in the performance of the Services, in the Final Report or in the Final Statement. The Consultant shall immediately make the necessary changes and corrections and the same procedure shall be repeated. Any amount that the Client has paid or caused to be paid in accordance with the provisions of this Article in excess of the amounts actually payable in accordance with the provisions of the Contract shall be refunded to the Client by the Consultant within thirty (30) days of notification thereof. Any such request for reimbursement from the Client must be made within twelve (12) calendar months following receipt by the Client of the Final Report and the Final Statement, and its approval in accordance with the procedure mentioned above.
- e) All payments made under the Contract shall be made to the Consultant's accounts specified in the CPC.
- f) Except for the final payment referred to in paragraph (d) above, payments will not constitute proof of acceptance of the Services and will not release the Consultant from its obligations under the Contract.

**46 Late payment interest and penalties**

- 46.1 Late payment interest: if the Client fails to pay, within fifteen (15) days following the date on which payment is due under Article 45.1 (b) or (c) of the GCC, the sums which are due to the Consultant, interest will be paid to the Consultant for each day of delay at the annual rate indicated in the GCC.
- 46.2 Penalties: If the Consultant fails to comply with the obligations of the Contract, the Client may apply the penalties provided for in



the CPC. The maximum amount of penalties applied will be capped at 10% of the amount of the Contract.

#### **G. Equity and Good Faith**

- 47 Good faith**      47.1 The Parties undertake to act in good faith with regard to their mutual contractual rights and to take all possible measures to ensure the achievement of the objectives of the Contract.

#### **H. Settlement of disputes**

- 48 Friendly settlement**      48.1 The Parties will do their best to settle amicably any disputes which may arise from the interpretation or execution of the Contract.
- 48.2 In the event that one Party objects to an action or failure to act by the other Party, the former may notify the latter in writing of the reasons for the dispute, providing all necessary details. The Party so notified of the dispute shall examine the dispute and respond in writing within fourteen (14) days of receipt of the notification. If it does not respond within fourteen (14) days, or if the dispute cannot be resolved within fourteen (14) days of the response, Article 49.1 of the GTC shall apply.
- 49 Dispute Resolution**      49.1 Any dispute which may arise between the Parties due to the contractual provisions and which cannot be settled amicably shall be submitted to settlement by either Party in accordance with the provisions specified in the CPC.

## ANNEX 1 – AFD Rules on Prohibited Practices – Environmental and Social Responsibility

### 3. Prohibited practices

The Contracting Authority, candidates, bidders, consultants or service providers must respect the most rigorous ethical rules during the award and execution of contracts.

For the purposes of applying this provision, the AFD introduces the concept of Prohibited Practices, which refers to acts as defined in the documents entitled "General policy of the AFD group on the prevention and fight against Prohibited Practices"<sup>1</sup>, and "Guidelines for awarding contracts financed by the AFD in foreign countries"<sup>2</sup>, available on the AFD website.

By signing the Declaration of Integrity, suppliers, consultants, contractors and their subcontractors declare that they have not engaged in or will not engage in any Prohibited Practice during the award and performance of the Contract.

A Person cannot be awarded a Contract financed by the AFD<sup>3</sup> who, or whose subcontractor, a Manager<sup>4</sup>, an employee or agent (whether declared or undeclared), at the date of submission of an Application, Bid, Proposal, Quotation, or at any time between that date and the award of the corresponding Contract, has engaged in a Prohibited Practice, directly or through an agent (whether declared or undeclared), with a view to obtaining that Contract.

AFD requires that procurement documents and the contracts it finances contain a provision requiring candidates, bidders, consultants or service providers, and their subcontractors that they authorise the AFD to carry out investigations, and in particular to examine the documents and accounting records relating to the award process and the execution of the contract and to submit them for verification to auditors appointed by the AFD.

In order to detect and combat Prohibited Practices as best as possible, the AFD has set up a reporting system open to third parties. Any person may therefore report an allegation of a Prohibited Practice directly to the AFD Investigations Function, either:

- By email, to the address: [investigationsGroupeAFD@tutanota.com](mailto:investigationsGroupeAFD@tutanota.com), Or
- By letter addressed to the Compliance department of the AFD group, 5 rue Roland Barthes, 75012 Paris.

### 4. Environmental, Social, Health and Safety (ESHS) Responsibility

In order to promote sustainable development, AFD wishes to ensure compliance with internationally recognized environmental and social standards in the Contracts it finances. To this end, Candidates, Bidders and Consultants and their subcontractors must undertake, on the basis of the Declaration of Integrity, to:

- a) comply with environmental standards recognized by the international community, including international conventions for the protection of the environment, and in particular to take all reasonable measures to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on people and property, resulting from pollution, noise, vibrations, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country where the Contract is performed.
- b) implement environmental and social risk mitigation measures when indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that emissions, surface discharges and effluents produced by our activities comply with the limits, specifications or requirements applicable to the Contract.

<sup>1</sup>For information purposes, this policy is accessible via the following link: <https://www.afd.fr/fr/lutte-contre-la-corruption>

<sup>2</sup>For information purposes, these Guidelines are accessible via the following link: <https://www.afd.fr/fr/appels-offres-et-passations-de-marches>

<sup>3</sup>Means any natural or legal person, as well as any association or grouping of several of these Persons

<sup>4</sup>Means any natural person who is a member of the administrative, management or supervisory body of a legal person, or who has powers of representation, decision or control over a legal person.



- c) respect workers' rights relating to wages, working hours, rest and holidays, overtime, minimum age, regular payments, compensation and benefits in accordance with standards recognized by the international community, including the fundamental conventions of the International Labor Organization (ILO), in line with the laws and regulations applicable in the country where the Contract is being carried out; indicate these elements in a document annexed to the employment contracts of our employees and at the disposal of the Contracting Authority; and respect and facilitate workers' rights to organize themselves and set up a grievance management mechanism for direct or indirect workers.
- d) implement practices of non-discrimination and equal opportunities, and ensure the prohibition of child labour and forced labour.
- e) maintain a file for each local staff member recording the hours worked by each person, the type of work, wages paid and training received, and that these files are available at all times so that they can be examined by the Contracting Authority and authorized government representatives, in compliance with the laws and regulations applicable to the protection of personal data in the country where the Contract is being carried out.

## ANNEX 2 – Eligibility Criteria

## Eligibility for awarding contracts financed by the AFD

1. The financing granted by the AFD has been completely untied since January 1, 2002. With the exception of cases of embargo by the United Nations, the European Union, or France, the AFD finances all contracts for works, supplies, equipment, intellectual services (consultants) and other services, without consideration of the nationality of the successful bidder (nor that of its suppliers or subcontractors), or the origin of the inputs or resources used in the implementation process.
2. A Person cannot be awarded a contract financed by the AFD:<sup>1</sup> who, or of whom a member of the group, where applicable, a subcontractor, a Manager<sup>2</sup>, an employee or agent (whether declared or not), at the date of submission of an application, offer, quotation proposal or at any time between that date and the award of this contract:
  - 2.1 is in a state of or is the subject of bankruptcy, liquidation, judicial settlement, safeguard, cessation of activity proceedings, or is in any similar situation resulting from proceedings of the same nature;
  - 2.2 has been the subject for less than five years, of a final administrative sanction, a final conviction pronounced by a competent authority, or any other resolution outside of trial<sup>3</sup> having in particular an extinguishing effect on public action, i.e. (i) in the country of registration of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the award or execution of a contract financed by the AFD, (iv) pronounced by an institution of the European Union or (v) pronounced by a competent authority in France, For:
    - a) facts of prohibited practices<sup>4</sup>, or for any offence committed in connection with the award or performance of a contract, subject to additional information, such as a compliance programme, that said Person (or, respectively, its subcontractor, Manager, employee or agent) deems useful to transmit as part of the Declaration of Integrity, which would allow this sanction, conviction or resolution to be considered not to be relevant in the context of this Contract;
    - b) facts of participation in a criminal organization, terrorist or terrorist-related offenses, child labor, or other offenses related to human trafficking;
    - c) having created an entity in a different jurisdiction with the intention of evading tax, social security or any other legal obligation applicable in the territory where its registered office, central administration or principal establishment is located or (ii) for being an entity created with the intention of evading such obligations;
  - 2.3 has been the subject of a termination pronounced at its exclusive fault during the last five years due to a serious or persistent breach of its contractual obligations during the execution of a contract, provided that this termination has not been the subject of a challenge on its part which is currently being processed or which has given rise to a court decision overturning the termination at its exclusive fault;
  - 2.4 is subject to an ineligibility measure taken by one of the multilateral development banks that are signatories to the mutual recognition agreement of April 9, 2010; in the event of such an ineligibility measure, the Person may attach to the Declaration of Integrity additional

<sup>1</sup> Means any natural or legal person, as well as any association or grouping of several of these Persons.

<sup>2</sup> Means any natural person who is a member of the administrative, management or supervisory body of a legal person, or who has powers of representation, decision or control over a legal person.

<sup>3</sup> Including in particular the Public Interest Judicial Convention (CJIP), decision following an Appearance on Prior Acknowledgment of Guilt (CRPC), negotiated resolution agreement or any other similar form of transaction putting an end to proceedings.

<sup>4</sup> As defined in Section VI – Rules on Prohibited Practices – environmental and social responsibility



- information that would allow it to be considered that this ineligibility measure is not relevant in the context of this Contract;
- 2.5 has not fulfilled its obligations relating to the payment of its taxes or social security contributions in accordance with the legal provisions of its country of establishment, or those of the country of the Contracting Authority;
- 2.6 has produced false documents or has made a false declaration in providing the information required by the Contracting Authority as part of the process of awarding and tendering the Contract.
3. Furthermore, a contract financed by the AFD may not be awarded to a Person who, or whose subcontractor, Manager, employee or agent (whether declared or not), direct or indirect shareholder, or subsidiary, acting with their knowledge or consent, on the date of submission of an application, offer, proposal, quotation, or at any time between this date and the award of this Contract:
- a. is directly or indirectly targeted by, controlled by, or acting on behalf of or on behalf of a person or entity targeted by individual sanctions measures adopted by the United Nations, the European Union and/or France;
  - b. is directly or indirectly targeted, controlled by a targeted person or entity, or acts in the name or on behalf of a person or entity targeted by sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
  - c. is ineligible to carry out the project due to any other international sanctions measure imposed by the United Nations, the European Union or France.
4. Public institutions and companies are admitted to participate in a competitive tendering procedure on condition that they can establish (i) that they enjoy legal and financial autonomy, and (ii) that they are governed by the rules of commercial law. To this end, public institutions and companies must provide any document (including their statutes) that establishes, to the satisfaction of the AFD, (i) that they have a legal personality distinct from that of their State, (ii) that they do not receive any public subsidy or significant budgetary aid, (iii) that they are governed by the provisions of commercial law and that in particular they are not required to pay their financial surpluses to their State, that they can acquire rights and obligations, borrow funds, are required to repay their debts and can be subject to collective proceedings.

## III – SPECIAL CONDITIONS OF THE CONTRACT

CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract
1.1(i) and 3.1: Applicable law	<p>1. The following documents indicated below are considered an integral part of this Agreement:</p> <ul style="list-style-type: none"> <li>(a) The General Conditions of the Contract, including Annex 1 (AFD Rules - Fraudulent and Corrupt Practices - Environmental and Social Responsibility)</li> <li>(b) The Special Conditions of the Contract</li> <li>(c) Terms of Reference</li> <li>(d) Contract price</li> <li>(e) The Annexes:               <ul style="list-style-type: none"> <li>- Annex A: Consultant's Technical Proposal (including signed Integrity Statement)</li> <li>- Appendix B: Bank guarantee form for reimbursement of the advance</li> <li>- Appendix C: Final Bond Form</li> </ul> </li> </ul> <p>In the event of any discrepancy between the above documents, the following order of priority shall prevail for their interpretation: the Special Conditions of the Contract, the General Conditions of the Contract, including Annex 1, Annex A, Annex B, Annex C and Annex D. Any reference to the said Contract shall be understood as including, where the context permits, a reference to the Annexes.</p> <p>2. The reciprocal rights and obligations of the Client and the Consultant are those set out in the Contract, in particular:</p> <ul style="list-style-type: none"> <li>(has) The Consultant shall provide the Services in accordance with the terms of the Contract; and</li> <li>(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.</li> </ul> <p>The Contract shall be governed by the laws and regulations applicable in the country: Republic of Cameroon</p>
1.1(q): Services	Complete project management of construction and rehabilitation projects for local sports facilities in the city of Bamenda as part of the regional capitals sports program "SPORCAP"
4.1: Language	The language is English.
6.1 and 6.2: Notifications	<p><b>Notifications and correspondence:</b></p> <p>The service provider of this contract will address all written notifications or correspondence intended for the Client to the Contracting Authority, Mr. City Mayor of the Bamenda City Council. With regard to correspondence addressed to other stakeholders by the service provider, a copy will be sent within the same time frame to the Contracting Authority.</p> <p><b>The addresses are:</b></p> <p><u>Customer:</u> Bamenda City Council</p>



CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract
	<ul style="list-style-type: none"> <li>City Mayor of the Bamenda City Council, hereinafter referred to as "the Project Owner", he represents the beneficiaries of the Work, he is responsible for the ordering and settlement of expenses. <i>Address: Bamenda City Council; Tel: ;</i></li> <li>Coordinator of the Local Coordination Unit, hereinafter referred to as "the Contract Manager", he ensures compliance with administrative, technical and financial clauses. <i>Address: Local Coordination Unit of the C2D-Urban "Regional Capital 2" program, at up station behind the Regional Delegation of Housing and Urban Development of the North West Region in Bamenda, at the Local Coordinator's office: Tel. 677 63 71 66, Email: lcuc2drcbamenda@gmail.com/njetabertrand@gmail.com.</i></li> <li>Engineer of the Local Coordination Unit, hereinafter referred to as "the Contract Engineer", he is responsible for the technical monitoring of the contract and may replace the Project Manager at any time in the event of the latter's failure. <i>Address: Local Coordination Unit Bamenda [Tel. 675 843 144, E-mail. chongang72@gmail.com]</i></li> </ul> <p><i>Consultant: _____</i></p> <p><i>Attention : _____</i></p> <p><i>Fax: _____</i></p> <p><i>Email (if allowed): _____</i></p>
8.1: Authority of the Group's representative	<p><i>[Note: If the Consultant is constituted by a single entity, indicate: "Not applicable"; OR</i></p> <p><i>If the Consultant is constituted by a Group of more than one legal entity, the name of the entity whose address appears in Article 6.1 of the CPC must be inserted here.]</i></p> <p><b>The agent on behalf of the Group is:</b> _____</p> <p>_____ <i>[insert name of agent]</i></p>
9.1: Authorized representative	<p><b>The designated representative is:</b></p> <p>For the Client: _____, City Mayor of the Bamenda City Council</p> <p>For the Consultant: _____ <i>[name, title]</i></p>
11.1: Entry into force of the Contract	<p>The Agreement shall enter into force on the date of its signature. There are no other conditions of entry into force.</p>

CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract
12.1: Termination of the Contract due to failure to enter into force	not applicable.
13.1: Commencement of Services	<p>Date of notification of the service order prescribing the start of services</p> <p>The completion of the <b>Conditional Phase</b> is conditional on the proper execution (quality and deadline) of the <b>Fixed Phase</b>.</p> <p>The service order to start the conditional phase will occur at the same time as the notification to start the work by the contractor to be recruited.</p> <p>The deadline for triggering the <b>Conditional Phase</b> is: At the latest on the date of signature of the Service Order for the start of works by the successful tenderer.</p>
14.1: Completion of the Contract	<p>The duration of the Contract will be: 05 months for the Fixed Phase (FP); 10 months for the Conditional Phase (CP) and 12 months of quarterly follow-up during the guarantee period</p>
<p>18.2: New Article</p> <p>Suspension or termination on the grounds of the Security of the Consultant's Personnel</p>	<p>If it considers that the physical integrity of its Personnel, in connection with the performance of the Contract, is seriously and imminently threatened, the Consultant shall have full discretion to decide, without prior notice, to demobilise its Experts from the area where the Contract is performed and/or the dangerous area, and may immediately suspend all or part of the performance of the Contract. The Consultant shall promptly inform the Client.</p> <p>The Consultant shall, within a maximum period of seven (7) days from its decision, provide written proof to the Client that its decision complies with the terms of the first paragraph above. It shall specify the reasons for its decision, the foreseeable consequences for the Contract, the measures proposed to mitigate these consequences and the costs resulting from this suspension and/or demobilisation.</p> <p>If the Client disputes the justification submitted by the Consultant for its decision, it shall give notice of its position, in writing, stating its reasons, within a maximum period of fourteen (14) days.</p> <p>Except in the event of a dispute, the Client shall reimburse, within a reasonable limit, the direct costs resulting from such suspension, demobilisation and/or remobilisation of the Consultant's Experts, it being agreed that the amount of the reimbursable expenses and the repayment procedures shall be jointly agreed between the Parties.</p> <p>The Consultant shall continue to perform, to the fullest extent possible, its obligations under the Contract and take all reasonable measures to mitigate the consequences of any demobilisation and possible suspension of the services. The Client and the Consultant shall discuss such measures in order to reach an agreement on the adjustments to be made to the continuation of the Services.</p> <p>In the event the Services are resumed, the term thereof shall be extended by an amendment in accordance with the provisions of this Contract, for a period equivalent to the duration of the suspension.</p> <p>If the suspension period exceeds sixty (60) consecutive days from the date of effective suspension notified by the Consultant, the Contract may be terminated by either Party pursuant to the provisions of this Contract.</p>



CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract
<b>20.2: Law Applicable to the Services</b>	The Consultant undertakes to comply with the AFD eligibility criteria as specified in Appendix 2 of the General Conditions of the Contract. This commitment applies to all Personnel and Subcontractors.
<b>20.3: New Article Permanent Establishment</b>	<p>In the event of a legal or regulatory obligation for the Consultant to have a permanent establishment in the Client's country for the performance of the Contract, the Consultant shall provide the Client with a certificate of the existence, or, failing that, proof of the start of the procedure for creating or registering such a permanent establishment in the Client's country and the legal link with the Consultant, within thirty (30) days following the signing of the Contract. At the end of the creation or registration procedure, where applicable, the Consultant shall provide the Client with a certificate of the existence of such a permanent establishment.</p> <p>The Consultant will be authorized, during the execution of the Contract, if local legal or regulatory constraints so require, to create a group or modify the existing Group by integrating an existing or newly created local subsidiary of the Consultant (or one of the members of the Group), at no additional cost to the Client, which will be formalized by an amendment to the Contract.</p>
<b>23.1: Consultant's Responsibility</b>	<p>The following limitation of the Consultant's liability to the Client may be subject to negotiation at the time of finalizing the Contract:</p> <p>Limitation of the Consultant's liability towards the Client:</p> <ul style="list-style-type: none"> <li>a) Except in cases where the damage or loss results from gross negligence or wilful misconduct (fraud) of the Consultant or any person or company operating on behalf of the Consultant in the performance of the Services, the Consultant shall not be liable to the Client for any damage caused by the Consultant to the Client's property: <ul style="list-style-type: none"> <li>(i) For any indirect or consequential damages or losses; and</li> <li>(ii) For any direct damages or losses the amount of which exceeds the total amount of the Contract.</li> </ul> </li> <li>b) This limitation of liability does not: <ul style="list-style-type: none"> <li>(i) Does not cover the Consultant's liability, covering damage caused to Third Parties by the Consultant or any other person or company acting on behalf of the Consultant for the purposes of performing the Services;</li> <li>(ii) Shall not be deemed to grant the Consultant any limitation or exemption of liability that would be contrary to applicable Law.</li> </ul> </li> </ul>
<b>24.1: Insurance at the Consultant's expense</b>	<p>The risk insurance coverage will be as follows:</p> <ul style="list-style-type: none"> <li>a) Professional liability insurance, with minimum coverage of [insert amount (and currency)], which should not be less than the total amount of the Contract;</li> <li>b) Third party insurance, for minimum coverage of [insert amount and currency, or indicate "in accordance with the provisions of applicable law"];</li> <li>c) Client's insurance against work accidents covering the Consultant's Personnel and their Subcontractors, in accordance with Applicable Law, and life, health, travel or other insurance.</li> </ul>
<b>27.1: Ownership of documents</b>	All reports and information relating to the Services, maps, plans, drawings, specifications, databases, other documents and software, and all materials collected or prepared by the Consultant on behalf of the Client under this

CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract						
prepared by the Consultant	<p>Agreement shall be confidential and shall become and remain the property of the Client.</p> <p>The Consultant may not use these documents and/or software for purposes unrelated to this Contract, without the prior written authorization of the Client/Bamenda City Council]</p>						
41: Ceiling amount of the Contract price (package)	<p><b>The Contract is at a global and fixed price for a Fixed Phase and at the time spent for a Conditional Phase,</b></p> <p><input checked="" type="checkbox"/> <b>Fixed Phase (FP)</b> Fixed-rate remuneration</p> <p><input type="checkbox"/> <b>Conditional Phase (CP)</b></p> <p>Remuneration for Time Spent with Staff Time Below:</p> <ul style="list-style-type: none"><li>▪ Key personnel: 60 Man Months</li><li>▪ Expert pool: 120 man days</li></ul> <p>Please note that the estimate of the overall cost of services must be the sum of 30% for the firm phase (FT) and 70% for the conditional phase (CP)</p>						
42.1: Remuneration and reimbursable expenses (time-based contract only)	<p>A working (billable) day may not be less than eight (8) hours worked (billable).</p> <p>In the event of a monthly unit price and the intervention of the Personnel for a period of less than one month, the amount due to the Consultant will be calculated on the basis of the monthly unit price multiplied by the total number of days worked during the month (excluding weekends and public holidays), and divided by twenty-two (22). The remuneration for the full month may not exceed the monthly unit price.</p> <p>The monthly time actually spent on the mission will be calculated as the number of days of presence divided by 30 days.</p> <p>For reimbursable expenses, the consultant must first have the pro-forma invoice approved by the Head of the Contract Department. The unit price of each item must not exceed the ceiling unit price set in the BPU. Or the prices of other expenses in Form FIN-4</p>						
42.3:	<p><b>The prices of remuneration will be revised in accordance with point IC 16.2</b></p> <p>The price revision formula is as follows: <math display="block">Rev(n)=X+(a)A_n/A_0</math></p> <p>In this formula,</p> <p><b>Rev (n)</b> represents the price revision coefficient; <b>(has)</b> is the weighting parameter of the price revision provided by the contractor in his offer <b>A<sub>0</sub></b> is the basic value of price revision indices.</p> <p><b>A<sub>n</sub></b> is the updated value at time "n" of the price revision indices. These indices are defined as follows</p> <table><tr><th>Index code</th><th>Weighting</th><th>Original publication of the index</th></tr><tr><td>Fixed</td><td>X = 0.3</td><td></td></tr></table>	Index code	Weighting	Original publication of the index	Fixed	X = 0.3	
Index code	Weighting	Original publication of the index					
Fixed	X = 0.3						



CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract			
	(A) Labor	(a) = 0.7	Price Observation Commission (CCOP) of the Cameroonian Ministry in charge of Commerce for the city of works	
	<p>The price revision is, furthermore, subject to the following conditions:</p> <p>7. The revision THRESHOLD is set at 2% of the revisable amount;</p> <p>8. The price revision is capped at 5% of the basic amount of the market. Beyond this ceiling, the initial conditions of the market could be revised;</p> <p>9. The advances paid to the Consultant are not subject to revision;</p> <p>10. The amount of services performed after the end of the contractual period of execution is not revisable, if the excess is attributable to the Contractor;</p> <p>11. The price revision clause only applies to the difference between the amount valued as the base price of the deposit or balance and the amount of the advances to be deducted;</p> <p>12. The revision does not apply to provisions;</p> <p>The base dates (To) of the indices will be those of presentation of the prices (date of submission for the market, and possibly date of establishment of the new prices).</p>			
43.1 & 43.2: Taxes and duties	The regime applicable within the framework of the execution of this contract is set by the finance law in force in accordance with the provisions of the SPORCAP convention which does not finance taxes, VAT and duties of any kind			
45.1(a): Billing and payment terms - Advance	<p>The payment of the advance and the guarantee of payment of the advance will be governed by the following provisions:</p> <p>1. An advance of 20% of the price of the Contract or the ceiling respectively in foreign currency and in national currency will be paid within 60 days following the date of signature of the Contract.</p> <p>2. The bank guarantee for repayment of the advance will be issued for an amount (or amounts) equal to and in the same currency (currency) as the advance. The bank guarantee will only be released when the advance has been fully repaid.</p> <p>3. Reimbursement of the advance:</p> <p><u>For each phase (Fixed Phase and conditional phase):</u></p> <p>The advance will be reimbursed to the Client by applying a deduction at the reimbursement rate of 40% on each statement, after 30% of services and until full reimbursement of the advance.</p> <p><b>Settlement of accounts:</b></p> <p>For each phase and at the request of the Consultant, the Contract Engineer and the consultant will establish the attachments recording the services actually performed by the consultant.</p> <p>The Consultant will provide the engineer with seven (07) copies of the provisional statements, according to the approved model and establishing the total amount of the sums to which he can claim as a result of the execution of the contract, since the start of the contract. Two (02) statements will be established, one for the Net amount to be mandated (NAM) to the Consultant and the other for the taxes and duties (VAT, AIR, TSR) to be paid to the Public Treasury.</p>			

CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract
	<p>The engineer will have a period of five (5) days to send the statements he has approved to the head of the market department.</p> <p>The head of department has a period of seven (7) days to sign the statements and transmit them to the Project Owner for sending to the accountant responsible for payment.</p> <p>The paying accountant will make the payment as soon as the statements are received and within a limit of sixty (60) days.</p> <p>The statements are accompanied by a payment request showing the total amount of the contract, the amount of sums already received, the amount of the invoice concerned (NAM and taxes), any penalties, as well as the amount of reimbursements made under the start-up advance.</p>
<p>45.1(b): Billing and payment terms – Statements (unit price/time spent)</p>	<p><b>Payment schedule:</b></p> <p><u>Fixed Phase (FP) flat rate</u></p> <p>1st payment in FCFA: 17% for Mission 0&amp;1: Start up report and the programming study</p> <p>2nd payment in FCFA: 17% for Mission 2: Summary Study Report (SSR)</p> <p>3rd payment in FCFA: 33% for Mission 3: Detailed Study Report (DSR)</p> <p>4th payment in FCFA: 20% for mission 4: studies of the transversal of the sub-projects selected within the framework of the SPORCAP program</p> <p>5th payment in FCFA: 10% for Mission 5: Preparation of a Consultation File (CF) and work call for tender files (TD)</p> <p>6th payment in FCFA: 3% for Mission 6: Assistance with the award of works contracts (ACT)</p> <p><u>Conditional Phase CP) at time elapsed</u></p> <p>The Consultant will present to the Client a detailed statement every month in accordance with the frequency of activity reports</p> <p>Each monthly statement reports during the period covered:</p> <ul style="list-style-type: none"> <li>• Actual staff mobilization time subject to validation of deliverables (mission reports for Technical Experts and activity reports for technical assistants)</li> <li>• Actual vehicle mobilization time</li> <li>• How the mission works</li> </ul> <p>Where applicable, the various reimbursable expenses with justification and validation of invoices by the Market Engineer.</p>
<p>45.1(e):</p>	<p><b>The account titles are:</b></p> <p>For payments in foreign currency: [insert account].</p> <p>For payments in National Currency: [insert account].</p>
<p>46.1: Late payment interest</p>	<p><b>The annual interest rate is:</b> The intervention rate on calls for tenders from the Bank of Central African States (BEAC), increased by one point.</p>



CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract
46.2: Penalties	<p>1- A specific penalty of: 25,000 FCFA per day of delay of the expected deliverable will be applied.</p> <p>2- The amount of late payment penalties is set as follows:</p> <p>50 thousand FCFA per calendar day of delay</p> <p>The cumulative amount of late payment penalties, in any event, is limited to ten percent (10%) of the amount including tax of the basic contract with its amendments, where applicable.</p> <p>No bonus is provided for advance payment of the contractual deadline.</p> <p>The Service Provider shall not be subject to seizure of its performance bond, penalties or termination of the Contract for non-performance if, and to the extent that, its delay or any other failure in the performance of its obligations under the Contract is due to a case of Force Majeure.</p>
49: Dispute Resolution	<p>Disputes shall be submitted to arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>1. <u>Choice of the referee:</u> disputes submitted to arbitration by a Party shall be settled by a sole arbitrator, in accordance with the following provisions: The two Parties may agree to appoint a sole arbitrator or, failing agreement on the choice of such sole arbitrator within thirty (30) days after receipt by the other Party of a proposal for appointment made by the Party which initiated the procedure, either Party may request from the International Federation of Consulting Engineers (FIDIC) of Lausanne, Switzerland, a list of at least five names. Each Party shall in turn delete one name from this list and the last name remaining on the list shall be that of the sole arbitrator responsible for the settlement of the dispute. If the final selection of the arbitrator has not been made within sixty (60) days after receipt of this list, FIDIC shall, upon request of either Party, appoint from this same list or from another list, the sole arbitrator responsible for the settlement of the dispute.</li> <li>2. <u>Rules of Procedure:</u> in the absence of provisions to the contrary, the arbitration shall be conducted in accordance with the rules of arbitration procedure of the United Nations Commission on International Trade Law (UNCITRAL) in force on the date of the Contract.</li> <li>3. <u>Nationality and qualifications of the referee:</u> the sole arbitrator appointed shall be an internationally renowned legal or technical expert with particular competence in the field of the dispute in question; he shall not be a national of the Consultant's country of origin (or the country of origin of any of the members in the case of a Group) or of the Client. For the purposes of this Article, "country of origin" shall have the following meaning: <ol style="list-style-type: none"> <li>a) The nationality of the Consultant or, if the Consultant is constituted as a Group, of one of the members; or</li> <li>b) The country in which the Consultant (or any member of the Group) has its principal establishment; or</li> <li>c) The country of which the majority of the shareholders of the Consultant (or one of the members of the Group) are nationals; or</li> <li>d) The country of which the Subcontractor concerned is a national, when the dispute concerns subcontracting.</li> </ol> </li> <li>4. <u>Miscellaneous provisions:</u> in the case of an arbitration procedure governed by the provisions of this Article:</li> </ol>

CGC Articles	Amendments and additions to the Articles of the General Conditions of the Contract
	<p>a) Unless otherwise agreed, the procedure will take place at Tchad ;</p> <p>b) French and/or English shall be the official language for all purposes; and</p> <p>c) The decision of the sole arbitrator shall be final, binding and enforceable in the competent courts. The Parties hereby exclude any objection or claim based on immunity relating to the execution of the judgment.</p>



## IV ANNEXES

### **ANNEX A – Technical proposal from the Consultant including its methodology, key personnel and the signed Declaration of Integrity**

*[Insert the Consultant's Technical Proposal, finalized during the Contract negotiations. Attach CVs (updated and signed by the relevant Personnel) establishing that the Key Personnel have the required qualifications.]*

**ANNEX B – Advance Repayment Guarantee Form***[cf. Articles 45.1 (a) of the CGC and 45.1 (a) of the CPC]***Bank guarantee for repayment of the advance**\_\_\_\_\_ *[name and address of issuing bank]***Beneficiary:** \_\_\_\_\_ *[Customer name and address]***Date:** \_\_\_\_\_**Advance Refund Guarantee No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or Group identical to the name of the signatory of the Contract] (hereinafter referred to as the "Consultant")* has entered into Contract No. \_\_\_\_\_ with you dated \_\_\_\_\_ for the performance of \_\_\_\_\_ *[name of Contract and description of Services] (hereinafter referred to as the "Contract")*.

Further, we understand that under the terms of the Agreement, an advance in the amount of \_\_\_\_\_ *[insert amount in figures]* \_\_\_\_\_ *[insert amount in words]* is being paid against a guarantee of repayment of the advance.

At the request of the Consultant, we \_\_\_\_\_ *[name of bank]* hereby undertake, without reservation and irrevocably, to pay you on first demand, any sums of money that you may claim up to the limit of \_\_\_\_\_ *[insert sum in figures]* \_\_\_\_\_ *[insert sum in words]*<sup>1</sup>. Your request for payment must be accompanied by a statement that the Consultant is not in compliance with the terms of the Contract because it has used the advance for purposes other than the provision of the Services of the Contract.

Any claim and payment under this guarantee is conditional upon receipt by the Consultant of the advance mentioned above in its account bearing number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of the bank]*.

The ceiling amount of this guarantee will be progressively reduced by deduction of the amounts reimbursed by the Consultant as indicated on the statements certified by the Client which will be presented to us. This guarantee expires at the latest on the first of the following dates: on receipt of the statements certified by the Client indicating that the Consultant has reimbursed the entire advance mentioned above, or on the \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_<sup>2</sup>. Any request for payment must be received by this date at the latest.

This guarantee is governed by the ICC Uniform Rules for Guarantees on Demand (RUGD), revised edition 2010, ICC Publication No. 758.

\_\_\_\_\_  
*[Signature]*

*[Note: Text in italics should be removed from the final document; it is provided for information purposes to facilitate its preparation]*

<sup>1</sup> The Guarantor must insert an amount representing the advance mentioned in the Contract either in the currency(ies) mentioned in the Contract or in any other freely convertible currency acceptable to the Client.

<sup>2</sup> Insert the expected date for completion of the contract. The Client must take into account that, in the event of an extension of the term of the Contract, the Client must request the Guarantor to extend the term of this guarantee. Such a request must be made in writing before the expiry date mentioned in the guarantee. When preparing the guarantee, the Client may add the following at the end of the penultimate paragraph: "Upon written request by the Client made before the expiry of this guarantee, the Guarantor shall extend the term of this guarantee for a period not exceeding [six months] [one year]. Such an extension shall be granted only once."



## APPENDIX C – Final bond Form

## Bank guarantee of good performance

**Guarantor** \_\_\_\_\_ [name and address of issuing bank and Swift code]

**Beneficiary:** \_\_\_\_\_ [name and address of the Contracting Authority]

**Date:** \_\_\_\_\_

**Performance guarantee no.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consultant or Group identical to the name of the signatory of the Contract] (hereinafter referred to as the "Consultant") has entered into Contract no. \_\_\_\_\_ with you dated \_\_\_\_\_ for the execution of \_\_\_\_\_ [name of Contract and description of Services] (hereinafter referred to as the "Contract").

Further, we understand that a performance bond is required under the terms of the Contract.

At the request of the Consultant, we \_\_\_\_\_ [name of the guarantor bank] undertake, as Guarantor, to irrevocably pay the Beneficiary on first demand any sum up to the Guarantee Amount which amounts to \_\_\_\_\_ [insert the sum in figures] \_\_\_\_\_ [insert the sum in words]<sup>3</sup>. Your request for payment must be accompanied by a statement that the Consultant has not fulfilled its obligations under the Contract, without you having to prove or give the reasons or the ground for your request or the amount stated therein.

This guarantee expires no later than twenty-eight (28) days following the date of completion of the contract and any request for payment must be received no later than that date, at the address given above.

This guarantee is governed by the ICC Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
**Signature**

*Note: Text in italics should be removed from the final document; it is provided for information purposes to facilitate its preparation.*

<sup>3</sup> The Guarantor shall insert the amount of the Contract mentioned in the Contract either in the currency(ies) mentioned in the Contract or in any other freely convertible currency acceptable to the Contracting Authority.

# REPUBLIQUE DU CAMEROUN

Paix - Travail - Progrès

## MINISTRE DE L'HABITAT ET DU DEVELOPPEMENT URBAIN

SECRETARIAT GENERAL

### PROGRAMME SPORT CAPITALES REGIONALES

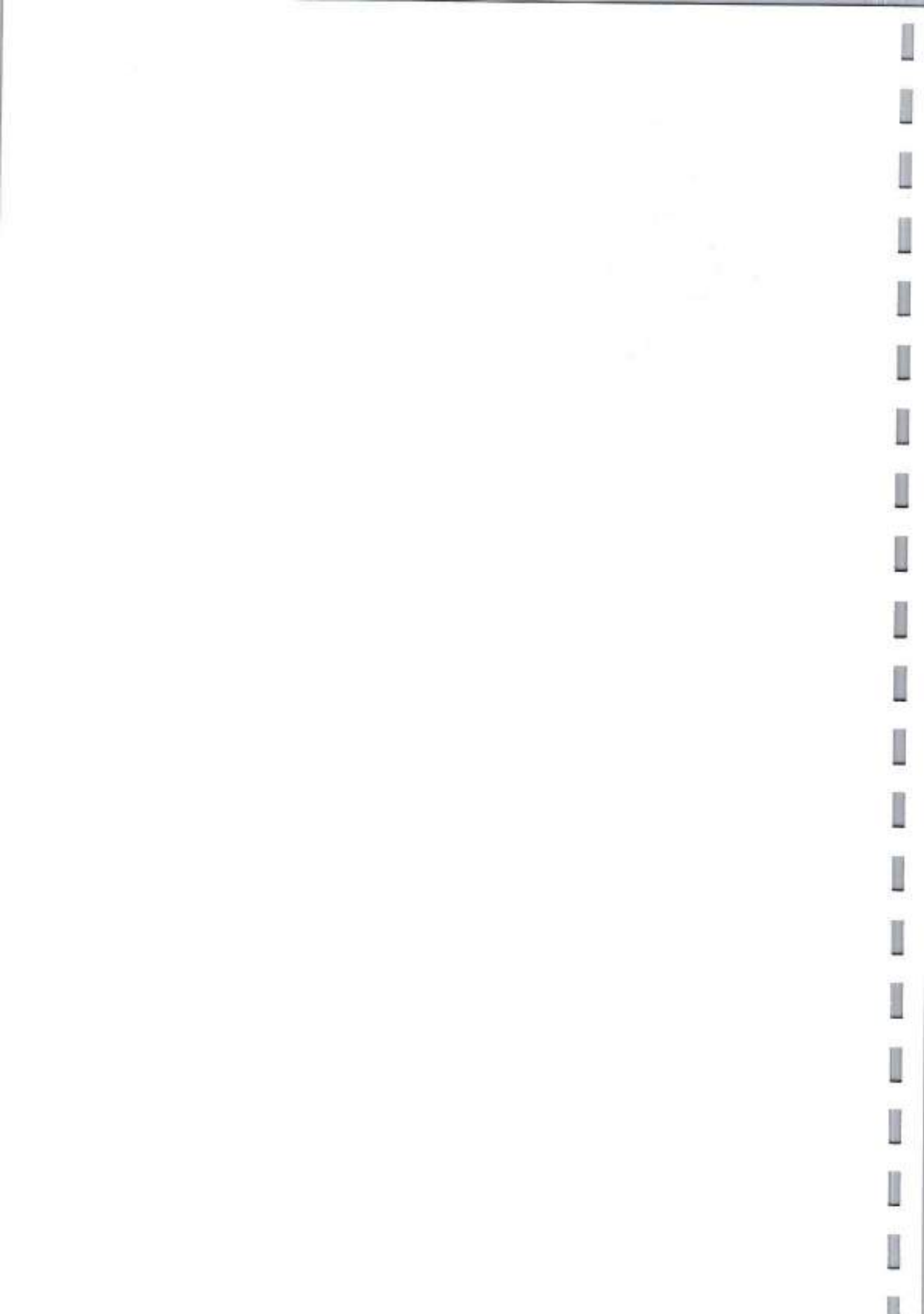
#### CELLULE CENTRALE DE SUIVI



## INFRASTRUCTURES SPORTIVES RETENUES DANS LE CADRE DU PROJET SPORCAP

AMENAGEMENTS SPORTIFS PROPOSES SUR CESTE, PAR LE RAPPORT DE FAISABILITE	AMENAGEMENTS CONNEXES	MODIFICATIONS PROPOSEES PAR L'EXPERT SPORT	OBSERVATIONS / COMMENTAIRES DU COORDONNATEUR SPORCAP
SITE DU PARCOURS VITA			
<ul style="list-style-type: none"> <li>Terrain de football en terre battue (90 x 45)</li> <li>Piste d'athlétisme en terre battue</li> <li>Terrain de Volleyball en béton asphaltique (18x9)</li> <li>Réhabilitation de terrain de volleyball en béton asphaltique (18x9)</li> <li>Terrain de handball en béton asphaltique (40 x 20)</li> <li>Terrain multisports en béton (1 handball / 2 basketballs / 1 volleyball) sur 40x20</li> <li>06 postes d'exercices en fermettes/bols (implantés le long du parcours VITA)</li> </ul>	<p><b>Aménagements structurels</b></p> <p>Mur de soutènement 200ml Caniveau de drainage (50 cm x 50 cm) - 300 ml <b>Aménagements connexes</b></p> <p>Kiosque couvert (5m x 5 m)</p>	1- Terrain de Football et Pavillon pour Spectateurs	1- L'étude de faisabilité a proposé une superficie de 105/68m. Il faut rappeler que lesdites infrastructures sont des infrastructures de proximité et ne sauraient être conçues aux normes FIFA
		Dimensions et Surface Standardisées	Proposition qui sera étudiée par le MOE
		Construction d'un Terrain de Football aux normes FIFA ; Débroussailler, niveler le terrain et construire un terrain de football répondant aux normes FIFA. Installer des poteaux de but, des marquages et un système de drainage adéquat.	Recommandation qui peut être analysée/faite par le MOE dans le cadre de la réflexion sur les modalités de gestion/entretien du site.
		Pavillon pour spectateurs : Construire un pavillon couvert à côté du terrain de football pour les spectateurs, offrant des sièges et un abri pour améliorer le confort et la sécurité lors des matchs	Propositions qui seront étudiées par le MOE en rapport avec l'étude faisabilité
		2- Entretien Environnemental et Sécurité Renforcés Équipe de Maintenance dédiée : Construire une équipe de maintenance chargée de défricher régulièrement la végétation, de gérer les déchets et de résoudre les risques environnementaux. Cela empêchera les animaux d'occuper le site et améliorera l'hygiène générale. Amélioration du paysage et contrôle de l'érosion : mettre en œuvre un aménagement paysager pour l'érosion, en particulier le long des pistes d'athlétisme. Des systèmes de drainage et des matériaux résistants à l'érosion aideront à préserver l'intégrité de la piste.	Proposition qui sera étudiée par les MOE
		3- Piste de Course et Contrôle de l'érosion Construction de Piste d'Athlétisme Durable : Remplacer la piste en argile par un matériau plus durable et résistant à l'érosion, idéalement en caoutchouc ou un	






	matériel résistant aux intempéries. Cela minimisera les risques d'affaiblissement et améliorera la sécurité des athlètes	
	<p>4- Terrains Polyvalents de Handball et de Volleyball</p> <p>Équipement Adaptatifs pour l'accessibilité : Equiper chaque terrain avec des équipements sportifs adaptés pour accueillir les personnes en situation de handicap favorisant ainsi l'inclusivité et la conformité aux normes d'accessibilité.</p> <p>Surface de jeu Renforcées : Réaménager les surfaces polyvalentes avec des matériaux durables et antidérapants, sécuritaires pour divers sports et groupes d'utilisateurs.</p> <p>5- Stations d'Exercice le long du Parcours-VITA</p> <p>Préserver l'emplacement original des stations : Maintenir la position d'origine des six stations d'exercices pour préserver la disposition du parcours. Utiliser du béton au lieu de l'asphalte pendant les rénovations pour plus de durabilité et de facilité d'entretien.</p> <p>6- Installations Séparées par Sexe</p> <p>Construire de toilettes et vestiaires : Installer des latrines et des vestiaires séparés par sexe pour accueillir le grand nombre d'utilisateurs. Assurer que les installations sont propres bien entretenues et accessibles à tous.</p> <p>7- Considérations de Sécurité</p> <p>Réallocation du Poste de Garde Militaire : Réhabiliter l'ancien restaurant pour qu'il retrouve sa fonction d'origine ou créer un poste garde désigné, à distance des zones très fréquentées, afin de concilier l'accès communautaire avec les besoins de sécurité.</p>	<p>Proposition qui sera étudiée par le MOE en rapport avec l'étude faisabilité et le Plan d'Action Genre (PAG) national</p> <p>Proposition qui sera étudiée par les MOE en rapport avec l'étude faisabilité et le PAG du projet</p> <p>Proposition qui sera étudiée par les MOE en rapport avec l'étude faisabilité</p> <p>Proposition prise en compte dans l'étude de faisabilité et qui sera étudiée par le MOE en rapport avec le PAG du projet</p> <p>Proposition intéressante mais qui ne cadre pas avec le périmètre du projet et relève de la compétence de l'armée Camerounaise.</p>

#### SITE SPORTIF DE G S NIBUNG MILE 4

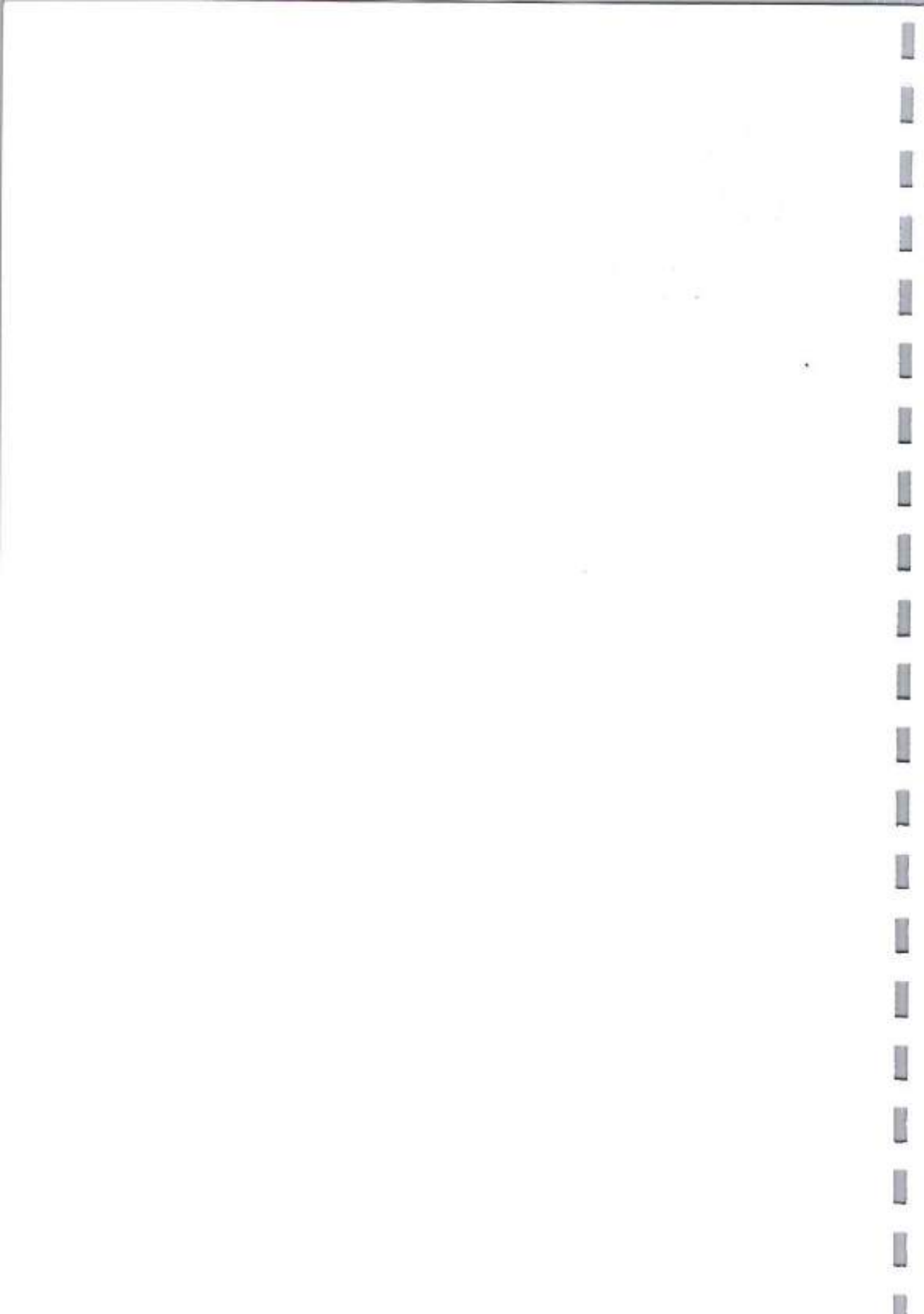
Aménagements structurels		1. Terrain de Football et Terrains Polyvalents Construction d'un Terrain de Football Standard : Nivelier et préparer le terrain en terre rouge pour qu'il respecte les dimensions et exigences de surface standard pour un terrain de football. Fournir des poteaux de but durables et des marquages adéquats.	Proposition qui sera étudiée par les MOE en rapport avec l'étude faisabilité
<ul style="list-style-type: none"> <li>➤ Terrain de Football (90m x 58m) ;</li> <li>➤ Terrain de Volleyball (18m x 9m)</li> <li>➤ Terrain multisports en tartan (1 land/ 2 basket / 1 volley) sur 40m x 20m)</li> <li>➤ Plateau de sports de combat couverts sur 144m2 en terre battue en sable</li> </ul>	<ul style="list-style-type: none"> <li>Mur de confinement-2m de hauteur - 700 ml</li> <li>Canaiveau de drainage (50 cm x 50 cm) - 420 ml</li> <li>Grillade anti-balle (2m de hauteur) - 100 ml</li> <li>Aménagements connexes</li> </ul>	Terrains Polyvalents en Tartan et de Volleyball : Construire une surface en tartan adaptée à divers sports (ex. : basket-ball, handball) ainsi qu'un terrain de volleyball dédié pour créer un espace de jeu polyvalent et tout temps, destiné à l'usage communautaire.	Proposition qui sera étudiée par les MOE en rapport avec l'étude faisabilité
2. Aire de Jeux pour Enfants Aire de Jeux Dédicée : Allouer une section du terrain pour une aire de jeux pour enfants, équipée de structures de jeu adaptées à leur âge. Cette initiative			Proposition qui sera étudiée par les MOE





	Vestiaires et toilettes (12 x 5m) ;  Gradins 3 rangées (50 cm x 50 cm) - 70 ml ;	est particulièrement bénéfique compte tenu de la proximité d'une école primaire, offrant aux enfants un espace récréatif sécurisé.  <b>3. Clôture Périmétrique et Sécurité</b> <ul style="list-style-type: none"> <li>• Installer une Clôture Périmétrique : Sécuriser l'installation avec une clôture périmétrique pour contrôler l'accès, renforcer la sécurité et protéger l'équipement. Cela empêchera également les utilisations non autorisées et réduira les risques de vandalisme.</li> <li>• Comité de Gestion Communautaire : Encourager la communauté à former un comité de gestion dès le début du projet. Ce comité pourra superviser la maintenance des installations, la sécurité et les règles d'utilisation afin d'assurer la durabilité à long terme.</li> </ul>	 <p>Proposition qui sera étudiée par les MOE compte tenu du contexte de sécurité.</p> <p>Recommandation qui peut être analysée/lancée par le MOE afin de faciliter la réflexion sur les modalités de gestion/entretien du site.</p> <p>Proposition prise en compte dans l'étude de faisabilité qui sera mise en œuvre par la CCS-CLP-CLS-CDES - Acteurs éducatifs impliqués et responsable des sites</p>
		<b>4. Systèmes de Drainage</b> <ul style="list-style-type: none"> <li>• Construction d'un Drainage Efficace : Intégrer des canaux de drainage autour des zones sportives pour éviter l'accumulation d'eau sur le terrain et les courts, notamment pendant les fortes pluies. Cela améliorera l'utilisation et réduira les besoins en entretien.</li> </ul>	Proposition prise en compte dans l'étude de faisabilité qui sera étudiée par les MOE
		<b>5. Toilettes Séparées par Sexe</b> <ul style="list-style-type: none"> <li>• Construire des Toilettes à Proximité des Installations : Construire des toilettes séparées par sexe pour pallier le manque d'installations sanitaires à proximité et prévenir la défection en plein air. Assurer l'accessibilité, la propreté et un entretien régulier des installations.</li> </ul>	Proposition prise en compte dans l'étude de faisabilité qui sera étudiée par les MOE en rapport avec le PAG
		<b>6. Engagement Communautaire et Potentiel d'Usage Multiple</b> <ul style="list-style-type: none"> <li>• Engagement des Écoles et de l'Église : Promouvoir l'utilisation de ces installations auprès des élèves et des membres de l'église, favorisant ainsi la responsabilité partagée et le sentiment d'appartenance communautaire dans l'entretien des infrastructures sportives.</li> </ul>	Proposition qui sera étudiée par la cellule et les autorités éducatives, sociales religieuses de la ville
<b>SITE DU GOVERNMENT SCHOOL STATION</b>			
→ Terrain de basketball en béton asphalétique (28x15) ;	Aménagements structurels  Mur de soutènement	1- Contrôle de l'Erosion et Gestion du Ravin  Mise en œuvre de mesures immédiates de contrôle de l'Erosion : Travailler un plan complet de contrôle de l'Erosion pour stabiliser la zone du ravin. Cela peut inclure la construction de murs de soutènement, la plantation de végétation et l'utilisation de	On risquerait d'avoir un souci avec la population, puisque le terrain actuel est un terrain de football appartenant à l'établissement. C'est sur ce site que les élèves pratiquent et sont évalués en EPS





<p>➤ Terrain de volleyball en béton asphaltique (18x9) ;</p> <p>➤ Terrain Multisports en tartan (champ 2 baskets/1 volley) sur 40 x 20m</p> <p>➤ Plateau Sport-Santé couvert (workout et activité physique) avec accès de manusculation (12x12).</p>	<p>Carroir de drainage</p>	<p>gibions pour éviter toute érosion supplémentaires et les risques de glissement de terrain.</p> <p>Clôture Périmétrique pour la Sécurité : Installer une clôture en fil barbelé autour de tout le périmètre, en particulier autour du ravin, pour empêcher les accès non autorisés et renforcer la sécurité des utilisateurs pendant la mise en œuvre des mesures de contrôle de l'érosion.</p> <p><b>2. Construction d'un Terrain Multisport en Tartan</b> Surface en Tartan de Haute Qualité : Construire un terrain en tartan durable, adapté à plusieurs sports, et s'assurer que la surface respecte les normes de sécurité et est antidérapante. Cela améliorera l'utilisation et minimisera les risques de blessures.</p> <p><b>3. Terrains de Basket-ball et de Volleyball</b> Construction de Terrains Dédiés : Construire des terrains séparés de basket-ball et de volleyball avec des matériaux de haute qualité capables de supporter une utilisation intensive par la communauté. Veiller à ce que chaque terrain ait des marquages clairs, des paniers et filets durables pour une expérience sportive complète.</p> <p>Accessibilité pour l'Usage Communautaire : Veiller à ce que ces installations soient accessibles à tous les membres de la communauté, encourageant une utilisation large et régulière tant par les élèves que par le public.</p> <p><b>4. Espace de Santé et de Sport</b></p> <ul style="list-style-type: none"> <li>Zone de Santé et de Fitness Dédiée : Aménager un espace de santé et de fitness équipé de stations d'exercice pour l'entraînement en force et cardio. Cet espace servira de ressource communautaire pour le bien-être général, en particulier pour les personnes centrées sur la santé.</li> </ul> <p><b>5. Maintenance à Long Terme et Implication Communautaire</b></p> <ul style="list-style-type: none"> <li>Comité de Gestion Dirigé par la Communauté : Encourager la formation d'un comité de gestion local impliquant les membres de la communauté pour superviser l'entretien régulier, garantissant ainsi que le site reste sûr, propre et accessible au fil du temps.</li> </ul> <p>Ces recommandations privilégient la sécurité, l'accessibilité et la durabilité, permettant au site de l'Ecole Publique de Bamenda – Station de devenir un centre communautaire précieux pour le sport et le bien-être.</p>	<p>(Education Physique et Sportive). Transformer ce terrain de football en plusieurs terrains multisports et basket est une bonne idée en terme de besoin de perspective, mais les populations, l'école primaire et les associations sportives sont habitués à utiliser ce site comme terrain de football.</p> <p>Le site de l'ENIEG de Bafoussam a eu les mêmes soucis que celui de ce site.</p> <p>Par contre, l'arrière du site nous avons un espace qui est bel et bien utilisé comme un terrain de football.</p> <p>A cet effet, je propose, sauf avis contraire de l'AFD :</p> <ul style="list-style-type: none"> <li>Que le terrain de football soit réhabilité avec une piste de 100m sur la longueur ;</li> <li>Un terrain multisports en tartan à l'arrière du bâtiment avec des grilles anti ballon ;</li> <li>Un plateau de sports de combats converti sur le même emplacement prévu par l'étude faisabilité</li> </ul> <p>Proposition qui sera étudiée par les MOE</p> <p>Recommandation qui peut être analysée/faite par le MOE dans le cadre de la réflexion sur les modalités de gestion/entretien du site.</p> <p>Proposition prise en compte dans l'étude de faisabilité qui sera mise en œuvre par la CCS-CLP-CLS-CDDES - Acteurs étatiques impliqués et responsables des sites</p>
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