

NJA College of Education, WA



ACCOMMODATION AND HOUSING POLICY

1. IN THE ALLOCATION of Accommodation (Offices and Houses) etc, there shall be a well-constituted ALLOCATION COMMITTEE. The Allocation committees shall do business in accordance with all the provisions enshrined in article 17 of the 1992 Constitution of the Republic of Ghana which states collectively and in summary that: **IT IS ILLEGAL AND UNETHICAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF COLOUR, RACE RELIGION SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, etc.**
2. There shall be a well-constituted allocation committee of a minimum membership of 5 and a maximum of 9 among whom shall be the **Principal** who shall be the **chairperson**, a College Administrator who shall be the secretary, the College Estate Officer, the Vice Principal, the Dean of Students and any other persons drawn from the college.
3. The **COLLEGE** shall provide offices and quarters, subject to availability for Staff. It will be assumed that a Staff wishes **NOT** to be allocated a quarters unless he/she notifies the Allocation Committee in writing using the approved **Housing Allocation Form (Appendix)** through the head of the EMD
4. Before a tutor or non-tutor is posted to the College, it is the responsibility of the EMD Head to ascertain whether or not office and/or quarters are available.
5. With the exception of accommodation controlled by the Regional Coordinating Council, **THE ALLOCATION OF QUARTERS SHALL BE VESTED IN THE HOUSING ALLOCATION COMMITTEE** in respect of houses for the College.
6. Allocation for a bungalow etc is made by a collective decision of the Allocation Committee in accordance with the **Criteria for Allocation (Appendix...)** attached.

7. Allocation Forms shall be obtained from the EMD / Housing Committee.
8. Once an officer is offered accommodation, it is expected that he/she accepts by signing the allocation letter (**Appendix...**) after carefully reading through it.
9. Finally but most importantly, the allocation committee **shall** make sure that the Estate Officer is allocated with a bungalow within the college to enable him/her ensure proper monitoring and supervision of labourers, artisans, cleaners and security persons on campus and also to provide a prompt and timely report on encroachment on the college's property by advising management.

Terms and conditions staff shall adhere to when they are allocated with bungalows:

9.5.1. Good Sanitary Condition

1. Beneficiaries shall avoid any choking of the existing sewers by ensuring that all waste is disposed of in the appropriate manner.
2. Beneficiaries shall ensure that all forms of refuse/waste are kept in the appropriate bins and disposed off as early as possible to avoid any nuisance or inconvenience to fellow neighbours.
3. Fumigation of the internal portions of dwelling units to get rid of ants, mosquitoes, cockroaches, flies, etc, shall be your responsibility.
4. Occupants shall weed 10m round their dwelling units.

9.5.2. Good State Of Repair and Condition

1. Beneficiaries shall not cause or permit anything to be done to the dwelling units which will alter the external walls or shall cause any renovation to be done to any part of the premises without the written consent of the college.
2. Beneficiaries shall be responsible for some minor repairs such as replacement of burnt-out electric bulbs, broken louvre blades, furniture, internal painting, etc. in the course of occupancy.
3. Beneficiaries shall be responsible for the replacement of lost keys or broken locks.

4. It is imperative upon you to report all defects arising from the fair wear and tear to the Estate Management Unit, failing which the occupant may be responsible for making good such defect or surcharged.

9.5.3. Nuisance/Annoyance/Inconveniences

1. Occupants shall not permit or cause to be played any form of musical instruments so as to cause unreasonable nuisance or annoyance to the neighbours.
2. Occupants who are owners or drivers of vehicles are prohibited from parking on the green grass. All forms of parking should take place either in the garages or at the cul-de-sacs or off the road/drive-ins.
3. Occupants shall desist from keeping personal belongings on the common corridors or verandahs and other areas of common use.
4. Occupants shall desist and prevent your wards or dependants from going to the rooftop or water-tank tower/ rooms.
5. Occupants, dependants, friends or servants of such occupants using the common part of the building shall do so as quietly as possible and take special care not to cause any disturbance or annoyance to the other neighbours.

9.5.4. Damage

1. Occupants shall as much as possible prevent your children/wards or dependants from writing on the walls of the dwelling units.
2. Occupants shall not cause or allow any form of pounding to take place in dwelling units. Where such a need exists, the said pounding shall be done only in the space so provided on the compound or in the absence of such space at such areas where pounding will not affect the building structure or cause a nuisance to neighbours.
3. Occupants shall not cause or permit any offensive or inflammable material to collect in the flats or do anything, which may affect or invalidate any fire insurance in respect of the building or any thereof or increase the rate of premium of such insurance.

9.5.5. Reasonable Time

A. Offenses

1. The allocation committee is at liberty to re-allocate a bungalow if no response of acceptance is received within 10 working days or it shall be assumed that the offer has not been accepted.
2. The Estate Officer shall be responsible for the supervision of all quarters and the furniture thereof.
3. Where compounds within the accommodation area have to be specially cleaned by the sanitary authorities as a consequence of the neglect of those rules, the occupiers will be liable for the cost of the cleaning.
4. The College Estate Officer or his representative, will hand over the keys of the bungalows to, and check the furniture with the occupant, who will sign the inventory.

9.6. CATEGORIES OF ESTATES

- A. Educational Structures/Lecture Halls**
- B. Office Accommodation/Administration**
- C. Residential Accommodation**
- D. Guest House**
- E. Kitchen/Cafeteria**

9.6.1. TYPES OF RESIDENTIAL ACCOMMODATION IN THE COLLEGE

Four types of various accommodations have been identified. These are listed below:

1. Four-Bedroom quarters
2. Two Unit two-bedroom detached staff quarters
3. One-Bedrooms Quarters
4. Transit Quarters –Guest House

9.6.2. TYPES OF ACCOMMODATION REQUIRED FOR CORE MANAGEMENT

AND SENIOR STAFF

- 3 Bedroom (fully detached) Bungalows with one bedroom boys' quarters, garage and air conditioner (**Type A-Core Staff**).

- 3 Bedroom (fully detached) Bungalows with one bedroom boys' quarters and garage with air-conditioner (**Type B-Senior Staff A**).
- 3 Bedroom Bungalow, garage and without boys' quarters. (**Type C - Senior Staff B**).

9.6.3. TYPE OF ACCOMMODATION REQUIRED FOR JUNIOR STAFF

- Two-Bedroom, Double Staff Quarters (DSQ)**Type D**
- Four Unit two-bedroom staff quarters **Type E**
- 1 Bedroom quarters.**Type F**
- Transit Quarters – Five rooms
- Four Self-contained rooms, hall and Kitchen (Guest House)
- Rented compound House

9.6.4. CATEGORY OF STAFF/SSA and SSB

- 1 The principal of the College – Appointed with duty post-accommodation as part of the condition of Service
- 2 Vice Principal of the College – Appointed with duty post accommodation
- 3 College Administrator – Appointed with duty post accommodation
- 4 College Finance Officer- Appointed with duty post accommodation
- 5 College Internal Auditor- Appointed with duty post
- 6 Other Senior staffs e.g. Dean of Students, Departmental Heads, Tutor, Head of Procurement Unit, Chief Estate Officer, Librarian, Transport Officer, Chief Security, etc
- 7 Contracted Staff

9.6.5. WHO QUALIFY FOR CORE / SENIOR STAFF BUNGALOWS ACCOMMODATION

1. Principal
2. Vice Principal
3. College Administrator/Secretary
4. College Finance Officer/Accountant
5. College Internal Auditor
6. Chief Tutor/Principal Tutors/Senior/Tutor
7. Chief Estate Officer/Principal Estate Office/Estate Assistant
8. Chief Librarian
9. Transport Office
10. Chief Porter
11. Chief Procurement Assistant
12. Chief Stores Assistant
13. Chief Works Supervisor
14. Chief Security Officer
15. Chief Supervisor of Works and
16. Chief ICT Assistants

9.6.6. WHO QUALIFY FOR JUNIOR STAFF BUNGALOWS ACCOMMODATION

1. Administration/Senior Clerk
2. Junior Library Assistant
3. Senior Accounts Clerk
4. Senior Procurement Clerk
5. Senior Audit Clerk
6. Senior Storekeeper
7. Senior Estate Management Clerk
8. Senior Technical Assistant
9. Senior ICT clerk
10. Senior Driver/Mechanic
11. Senior Guard
12. Senior Assistant Porter
13. Any Staff on a payroll.
14. An officer who had been coerced by the college to take up office and render special services for the college.
15. If the duties of a junior officer or a daily –rated employee necessitate his being available at any hour of the day or night he may be required to live in specific unfurnished quarters in the vicinity of his work in which case he will be permitted to occupy them rent-free provided he keeps them

9.6.7. WHO MAY NOT QUALIFY FOR STAFF BUNGALOWS ALLOCATION

1. One whose spouse is already accommodated
2. The administrative staff below Clerk Grade II
3. Attachment Candidates
4. Labourers/Cleaners/Casual Worker
5. One in the college on a contract basis
6. A staff that has less than ONE (1) year to go on retirement except he/she is posted new to the college.
7. One who is NOT regularly on the government payroll.

9.6.8. WHO MAY QUALIFY AUTOMATICALLY FOR STAFF BUNGALOWS ALLOCATION

1. One transferred to the college under compulsion or duress.
2. One whose regular place of abode has become inhabitable resulting from force majeure or natural catastrophe.
3. One whose appointment goes with an official accommodation

9.6.9. RENTING OF PRIVATE ACCOMMODATION FOR STAFF

Where the **COLLEGE** has exhausted all avenues in getting official residential accommodation for staff, it shall be compelled to arrange for private accommodation elsewhere to house such staff in the following circumstance:

1. Rental assessment should be conducted by the Estate Officer or an accredited Estate Valuer.
2. The arrangement must be evidenced with a written tenancy agreement which must be clear on the Rent passing, the authenticity of the location and ownership of the property and the period for the tenancy.
3. the college must agree with the landlord to perform the following suggested terms:
 - a. To keep the premises including all fixtures and fittings in good and tenable repair and condition (fair, wear and tear excepted).
 - b. Not to Assign, Sublet or Part with the possession of the premises or any part thereof without the previous consent or acknowledgment of the **Landlord**.
 - c. To permit the **Landlord** or his duly authorized agent(s) at any reasonable time to enter upon the premises for purposes of inspecting the condition and the state of repairs thereof or fix/install chattels fit in the premises.
 - d. To pay (**AT DOMESTIC RATE**) water, electricity, and conservancy bills are actually used on the premises by the Tenant or his agents at the end of every month as long as the tenancy remains.
 - e. At the expiration or sooner termination of this agreement, the Tenant hereby yields over to the **Landlord** the premises, all fittings and fixtures herein (other than Tenant's own fittings and fixtures) in such good state of repairs and conditions.
 - f. Not to make any alteration or additions to the premises without the prior approval of the **Landlord**.
3. The college must ensure that **THE LANDLORD** covenants as follows:
 - a. To bear, pay and discharge all present and future, taxes, assessments and property rate on the premises.
 - b. That, the tenant paying the rent hereby reserved and observing and performing the Covenants and stipulations on his part herein contained shall peaceably hold on and enjoy the rented premises during the tenancy without any interruption or disturbance by the **Landlord** or person claiming under or in trust for them.
 - c. The Landlord would **PAYBACK OR REFUND ANY OUTSTANDING BALANCE OF RENT** paid by the tenant whenever the tenant vacates the premises before the agreed period.
 - d. That the Landlord would **REFUND PROMPTLY ANY COST OF INITIAL WORKS DONE WITHIN 3 MONTHS** incurred by **THE TENANT** resulting from defects associated with the building.
 - e. To permit the **Tenant** to **DISPLAY OR AFFIX** on the premises or any part thereof a **PLATE OR SIGNBOARD BEARING THE NAME OF THE TENANT** for advertisement.

- f. That the Landlord would paint the property before the tenant goes into occupation.
 - g. Where necessary, the Landlord would provide in the rooms A TELEVISION SET, WARDROBE, TABLE CHAIR, WRITING TABLE, 2 LIVING ROOM CHAIRS, BEDSTEAD, MATTRESS, REFRIGERATOR, AIR CONDITION, CEILING FAN AND CARPETS which shall be in the care of the Tenant.
4. It must also be provided always and agreed that
 - a. the Tenant has the option to renew the agreement, but notice of such renewal shall be made to the **Landlord** in writing two (2) months prior to the expiration of the agreement. If the **Landlord** receives no notice, the agreement would be presumed to have been terminated at the end of the term period referring to the Rent Control (Amendment) Law,1986 (P.N.D.L. 163)
 - b. The gross rent passing would be subjected to 8% Rent Income Tax Deduction in accordance with the Rent Act and the Internal Revenue Regulations (2001) L.I. 1675 (16) (1).
 - c. Finally, the parties hereby agree that any notice required to be given under this agreement shall be deemed to be properly given by hand or any reliable medium.

9.6.10. VACATION OF BUNGALOWS

1. An occupant of a bungalow shall be deemed to have declared intention to vacate when he/she:
 - a) Proceeds on study leave beyond three (3) years
 - b) Proceeds on leave without pay beyond three (3) months
 - c) Takes a French leave (leaves office Unceremoniously) beyond three (3) months
2. When an occupant provides an express notice to proceeds on **STUDY LEAVE WITHOUT PAY** and provided he/she is ready to honour the rent passing, he/she is given a notice of **3 MONTHS** to vacate.
3. An occupant on **STUDY LEAVE WITH PAY** is given **TWO YEAR PERIOD** to hold on and provided he/she is ready to honour the rent passing, he/she is given a notice of **3 MONTHS** to vacate after the two year period on condition that he/she **DECIDES NOT TO WORK WITH THE COLLEGE**.
4. An occupant on **TRANSFER** is given **ONE (1) MONTH** notice as soon as he is offered accommodation in the new station.
5. When an occupant is on **RETIREMENT** he/she is given **THREE (3) MONTHS** notice to vacate.
6. When a bungalow is vacated it is the duty of the BAC concerned to ensure that the keys of the bungalow are handed over to the Estate Officer or his representative without delay.

7. When a bungalow/quarters is vacated the occupant will leave them fit for the immediate occupation of an incoming tenant. If it is found necessary to repair/replace any articles broken or lost or any damage done, during the tenancy of an out-going officer, or to clean the quarters before they can be again occupied, then the outgoing occupant is liable to be surcharged with the cost of deficiencies or damages not reported in writing during his/her tenancy.
8. When an officer is about to vacate allocated quarters where the supply of electricity/water/telephone facilities exists he/she would be expected to furnish the Estate Officer with all paid – up receipt(s).
9. When one decides to vacate quarters, the BAC Head must inform the Allocation Committee far in advance as possible.
10. The Estate Officer or his representative will after being notified:
 - a. Check the furniture and fitting with the out-going officer who will sign the inventory sheet.
 - b. Pick the current meter readings and cross-check receipts submitted by tenants at the local offices of Ghana telecom, Water Company and VRA with the tenant.
 - c. Take over the keys from BAC Head or tenant, whichever is convenient.
 - d. Report to the Head of Administration if any repairs are required
 - e. Keep a copy of the inventory in his office.
11. If the Estate Officer on being notified of the time of vacation of the quarters in accordance with this policy and is found out that the tenant is unable to be present nor was able to provide a representative to check the inventory, he will notify the BAC Head who will then nominate an officer to take over from the outgoing officer and hand over to the Estate Officer or his representative on the stated day.
12. In the case of quarters vacated by an officer owing to sickness, the inventory may be taken in the absence of the sick officer. This will be done by the Estate Officer. An attempt should always be made to secure the presence of one of the officer's personal servants or a family member who could explain missing articles or furniture and similar matters.
13. When a quarters is vacated owing to the death of an officer, the Head of Administration or his representative should, where appropriate, check the inventory on the deceased officer's behalf together with the Estate Manager.

14. Keys to a bungalow handed over directly from an occupant to an incoming occupant **prima facie** renders the allocation null and void and constitute a breach of this allocation policy. The allocation committee, therefore, reserves the right to revoke this arrangement without any reference to the two parties concerned.
15. The EMD shall keep an Accommodation Register for the college which shall contain information such as
- BAC
 - Occupants name
 - Staff No.
 - Rank
 - Location
 - Bungalow / Quarters No.
 - Category
 - Date of Occupation
 - Ownership Status
 - Rent Status
 - Telephone No

9.6.11. TRANSIT QUARTERS / GUESTHOUSE / HOTEL ACCOMMODATION

- a) Transit quarters shall be kept for NJA college of Education staff posted from other colleges to the BAC for the first time.
- b) Officers shall be entitled to an allocation of only one room at the transit quarters.
- c) Otherwise stated, any officer allocated a room at the transit quarters shall be in occupation for a maximum stipulated period of 3 months.
- d) An officer shall be considered for hotel accommodation only when there is no vacant accommodation at the guest-house or transit quarters or under emergency situations or the guest-house/transit quarters are not suitable to accommodate the officer concerned.

9.6.12. UTILITY BILLS

- e) Officer occupying quarters in which electricity /Water /telephone facilities exist are expected to maintain the fittings in good condition. Failure to do so may result in the officer being surcharged with the cost of repairs and replacements.
- f) When an officer is about to vacate allocated Government quarters where the supply of electricity / Water /Telephone facilities exists he will give the respective Department at least one month notice of the time of his intended vacation from the quarters. The former will then furnish the Estate Officer with all paid – up utility receipts.

- g) In transit houses where electricity/water/telephone facilities exist, officers occupying them will be charged for the use of these facilities at a rate determined by the BAC and the charge would be deducted from their monthly salary in advance.
- h) Officers occupying Government transit quarters for less than fourteen days in any calendar month will not be charged for the period in question. If the quarters are occupied for fourteen days or more the full monthly rate will be charged.
- i) Officer occupying quarters in which electricity /Water /telephone facilities exist are expected to Bear, pay and discharge promptly all utility charges (telephone, electricity, water, conservancy etc) whatsoever impose on them during their tenancy.
- j) Officers occupying quarters which use common telephone, electricity, water, conservancy facilities (common water pump or generator etc) are expected to agree on a common mode of settling such bills.

9.6.13. RENT

1. Rent will normally be charged where Government quarters are provided in accordance with Government rent regulations (Appendix 5)
2. An officer will be charged rent at the rent applicable for such period as they occupy Government quarters or when quarters are reserved for their use.
3. An officer who occupies one room in Government Resthouse will NOT be charged rent for the period if he/she stays less than THREE (3) months. Thereafter half-rent rate will be charged.
4. Officers who are sharing a quarters on a permanent or semi-permanent basis viz those to whom such an allocation has been made will be charged half rent whether or not the quarters is partitioned.
5. Where an officer is in receipt of acting allowance his rent will continue to be assessed on the salary of his substantive appointment.
6. BAC is responsible for ensuring that rent payable in accordance with this section is deducted from the salary of the officer concerned.

9.7. SECURITY SERVICE POLICY

All properties within the college must be provided with adequate security and in doing so:

- a. The EMD shall ensure that the services of reputable Security companies are engaged for college facilities in line with Procurement Methods indicated in the Procurement law.

- b. The Security company shall be made to render under-listed Services:
 - Checking on visitors and staff entering the premises all day round.
 - Checking on vehicles for visitors and staff entering the premises all day round
 - Patrol around fence walls of the premises all day round.
 - To ensure the security of the assets of the college against theft, pilferage & misappropriation and to implement anti-theft measures at the premises.
 - To prevent unauthorized persons from gaining entry into the premises.
 - To maintain visitors and staff movement records as may be directed by the college from time to time
 - To ensure that no hawkers or vendors are allowed into the premises
 - To prevent the entry of animals into the premises.
 - To maintain law & order and discipline and to check all disturbances or nuisances in the premises.
 - To control incoming and outgoing traffic in front of the college and to keep records of their movement in and out of the premises as well as to regulate parking of vehicles in and around the premises.
 - To bring to the notice of college any suspicious activity noticed during or after office hours in and around the premises.
 - To lodge complaints with police authorities regarding any unwarranted occurrence in and around the premises in consultation with the college.
 - To conduct an internal investigation required by the college in the interest of the Security of the premises.
 - To attend to fire-fighting in case of emergencies.
 - To switch off electrical points, Air Handling Units etc. after office hours in all rooms of the building.
 - To lock all the doors of the buildings after office hours and open half an hour before official opening hours.
 - The security guard on either gate or within the college premises should exercise decorum and respect to all manner of visitors in the exercise of their duty.

- c. The contractor shall Work within the rules and regulations spelled out in the Colleges of Education Act 847; shall be bound by the code of Ethics of the National Council for Tertiary Education, required to comply with the provisions in the patient's charter and must care to know details of our quality of care programme.
 - i. The college may at its option terminate in whole or part the Contract so far as remains unfulfilled by written notices where: the security firm refuses to render all or any of the

- Security Services which the firm is required to render under the Contract, or refuse to render the same within the time or in the manner or otherwise according to the Contract;
- ii. the firm becomes incapable of or unable to perform the Contract;
 - iii. death of firm (if, an individual), or dissolution of Vendor (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the firm (if a company) or appointment of a Receiver or Manager of the firm assets, or insolvency of the firm (if a sole proprietorship or of any partner of the firm (if a firm));
 - iv. Distress execution or other legal process being levied on or upon any of the firm's assets.
 - v. The firm or any person employed by him shall not make an offer for any purpose in connection with the Contract by way of any gift, gratuity, royalty, commission, gratification or other inducements (whether in money or in any other form) to any employee or agent of the college.
 - vi. In the event of gross negligence by any firm or after persistent warning of poor services rendered, the college reserves the right to terminate the contract within twenty-four (24) hours.
 - vii. The Conduct and activities of an employee that contravenes the colleges of education rules and regulations.
 - viii. It is detected that the contractor has any criminal record or caught in any criminal activity.
 - ix. The job performance of the contractor is unacceptably below expectation
 - x. Situations, circumstances and changes within the Service demand that such contracts be terminated.
 - xi. Such services are no longer needed by the college
 - xii. Any activity that may contravene the college rules and regulations is committed or if there is a breach of the contract terms.
- d. The contractor may terminate this agreement for whatever cause by giving at least two (2) month notice to the college of its intent.
 - e. In case of any dispute or difference arising out of or in connection with the contract, the authorized officials of the college and the contractor will address the dispute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the COUNCIL of the College. The Arbitration shall be held in accordance with the provisions of the Arbitration Act, 1961 (Act 38) and the venue of arbitration shall be at Wa. The award of the Arbitrator shall be final and binding on both parties.

9.8. POLICY ON INVENTORY OF ASSETS

1. The EMD shall keep an Assets Register for the college which shall contain information such as
 - Code number
 - Type of item
 - Brand name
 - Model number
 - Serial number
 - Condition

- Date of installation (use)
 - Cost price/value
 - Location
 - Officer-In-Charge
 - Date of Purchase/Age
 - Manufacturer
 - Condition
 - Current Market Price
 - Depreciation Per Annum
2. The assets register shall be prepared/compiled by the Estate Officer or any registered professional assets manager and kept for the college.
 3. The assets register must capture all existing furniture, fittings and fixtures and equipment whose economic life span is not less than one (1) year and belonging to the college.
 4. Reference to all properties belonging to the college must be made to the assets register.
In accordance with the Public Property protection Decree, 1979 (S.M.C.D. 140).
 5. Every single item in each office /hall/bungalow/apartment is tagged with a unique code such that it never conflicts with any other item in any other office/hall. The pattern of the code is: Regional code/college code/Facility location code/ Item Code /Serial Number
 6. This Assets Register would be compiled with the understanding that all items included are for the college and are free and clear of all liens and encumbrance.
 7. The compiler of this Register Of Assets is not required to give any testimony in court, with regards to the same unless a contingency arrangement have been previously agreed upon.
 8. The Register of Assets is compiled for the sole use of the College and its Professional Advisors. Any other person relies upon the Register at his/her own risk.
 9. Possession of a copy of this Register does not carry with it the right to publication, nor may it be used for any purpose by anyone except the client or his bankers and auditors without the previous written consent of the compiler and in any event may be revealed in its entirety.
 10. The Estate Officer or his representative should be kept in the known of the arrival, disposal and movement of any item(s) or equipment etc in order to effect the necessary change in the Assets Register.
 11. Any officer who takes over office from another without reference to the assets register does so at his/her own risk and shall be held responsible for what is contained in the register with regards to that office or apartment.
 12. Disposal of assets shall be vested in the Works and Physical Development Committee (WPDC).

9.9. GUIDELINES ON MAINTENANCE OF EDUCATIONAL FACILITIES

1. There shall be a well-constituted Maintenance Committee of a minimum membership of 5 and a maximum of 9 including the **Principal** who shall be the **chairperson**, College Administrator who shall be the secretary, Dean of Students, Estate Officer, a Maintenance Person and any other persons drawn from the community.
2. The **PRINCIPAL** shall ensure that **5%** of all income is set aside as a budget for maintenance works.
3. No maintenance works shall be carried out unless the Maintenance Committee is notified in writing using the approved maintenance request form (Appendix) through the Estate Officer or Maintenance Person.
4. Maintenance Request Forms shall be obtained from the Estate Department.
5. Other Maintenance Guideline for the EMD:
 - a) Preventive Maintenance (PM) and Planned Preventive Maintenance (PPM) shall be carried out daily on our facilities by the Maintenance Unit of the user facility.
 - b) Detected defects shall be reported to the Maintenance Unit by using the Maintenance Request Form (**APPENDIX...**).
 - c) Depending on whether the defect is coming from an office building or a residential facility, the Estate Officer would then authorize the works to be carried out by our artisans or by the tenant.
 - d) In the case of works in residential buildings, the terms in the allocation letter shall apply thus; tenants shall be expected to perform minor repair works including the replacement of broken/missing louvre blades, door locks, fluorescent tubes and bulbs, starters, chokes, plugs and sockets. etc
 - e) Rent paying Officers occupying quarters are expected to report major repair works to the Estate Officer using the Maintenance Request Form.
 - f) Those works that cannot be repaired immediately shall be carried out later under the planned schedule of the BAC and routed through the approved procurement process for materials/services that would be needed.
 - g) Wherever a repair work is found to be beyond the expertise of the College, it shall be recommended by the technical officers to solicit the services of an external expert firm or company. Such works shall be classified as a Capital Investment Project and shall be added to the Programme of Works for the ensuing year.
 - h) The criteria for the renovation of all residential bungalows shall be that:
 - i. The tenant should have been paying rent for at least **5 consecutive years**.
 - ii. The cost of maintenance shall not be more than **15% of the tenant's cumulated basic rent for 5 years**.
 - iii. Bungalows must be given a major repair works every calendar year.

- iv. At least all bungalows must be painted every 3 calendar years.
6. The criteria for ranking of residential bungalows for renovation shall be:
 - i. Age of the building
 - ii. Last time renovated
 - iii. The cost of renovation
 - iv. Urgency of renovation

9.10. GUIDELINES ON LAND ACQUISITION / ADMINISTRATION

1. The College shall avail itself to any of the various categories of land ownership in Ghana under listed:
 - State/Public Lands
 - Vested Lands
 - Stool/Skin Lands
 - Family/Clan Lands
 - Individual/Private Lands
2. The College shall acquire lands stated above in one or two ways namely:
 - Compulsory Acquisition. (State/Public/Vested lands)
 - Acquisition by Private Treaty. (Stool/Skin/Family/Private lands)
3. Compulsorily Acquired Lands (State Lands) are managed by the Lands Commission in trust for the public and therefore college shall have legal title to it by virtue of a **Certificate of Allocation (C of A)**.

I. Compulsory Acquisition

- ❖ Identification of land by the beneficiary body for College
- ❖ Survey and demarcation, erection of pillars if possible, preparation of site plans.
- ❖ A formal application to Lands Commission for compulsory acquisition.
- ❖ Constitution of Site Advisory Committee by the Regional Planning Committee.
- ❖ Convening of a Permanent Site Selection Advisory Committee meeting,
- ❖ Inspection of the site to determine its suitability or otherwise for the purpose.
- ❖ Serving of appropriate notices on the District Assembly, the traditional authorities and the occupiers of the land under consideration.

- ❖ A preliminary estimate of the value of the land and developments thereon would be prepared for the Lands Valuation Board.
 - ❖ Deposit the sum with Lands Commission by College or show evidence of the availability of the sum in its approved budget for the period in which the acquisition is being made to ensure prompt payment of compensation.
 - ❖ Preparation of acquisition plans at the Lands Commission Head office.
 - ❖ Application for leasing (C.A.) from the Lands Commission
4. Compulsorily Acquired Lands (Vested Lands) are managed by the Lands Commission in trust for the Stool / Skin and therefore college shall have legal title to it by virtue of a **Leasehold**
- a. **Lease Hold (State, Public and Vested Lands)**
- ❖ Submission of application for lease to the Executive Secretary of the Lands Commission.
 - ❖ Site inspection by a staff of Lands Commission.
 - ❖ Submission of application by the Executive Secretary to the Lands Commission.
 - ❖ Approval of the application by the Lands Commission at the first instance.
 - ❖ Confirmation of the approval at the next meeting of the Lands Commission.
 - ❖ Issue of allocation letter.
 - ❖ Opening of a case file.
 - ❖ Payment of Development Charges.
 - ❖ Preparation, of a site plan by the Lands Commission (Plans).
 - ❖ The grant of the right of entry.
 - ❖ Offer letters (i.e. provisional agreement) from Regional Lands Commission
 - ❖ Completion of acceptance forms.
 - ❖ Engrossing of a lease by Lands Commission.
 - ❖ Execution of lease by the Chairman of the Lands Commission.
 - ❖ Plotting and sealing of executed leases endorsed by the Chairman of the Regional Lands Commission
 - ❖ Indexing and filing of copies in the Regional Records office and the Central Records of the Lands Commission.
 - ❖ Payment of Rents/Processing Fees.
 - ❖ Assessment and stamping of lease document at the Lands Valuation Board.
 - ❖ Lease documents collected from the Lands Valuation Board and sent to Title Registry for Registration.
 - ❖ The final collection of lease documents for keep and references.
5. Lands acquired through Private Treaty (Direct Negotiation) are managed by the Allodia Land Owner(s) and therefore College shall have legal title to it by virtue of an Indenture from the Allodia Owner(s) covered by a Certificate of Concurrence (C of C) from the Lands Commission.

a) **Lease Hold (Stool, Skin, Family, Private)**

- ❖ Inspection and random surveys of the site with landlords.
- ❖ Enquires and investigations in the community
- ❖ Consultations with the chiefs and elders.
- ❖ Assessment of rent and agreeing on the “drink money” payable where applicable.
- ❖ Checking of the accuracy of plans inserted in leases/ indenture
- ❖ An allocation certificate (legal indentures) is prepared and issued by the landlord.
- ❖ The formal application together with legal indentures to Lands Commission/the Land Title Registry for processing. (all stool/skin/family/private lands transactions require by law the concurrence of the lands Commission after the final registration).
- ❖ Three copies of the document (an indenture) submitted
- ❖ A Solicitor of the Supreme Court signs and stamps the back of each copy.
- ❖ Oath of Proof done with the appropriate Court (usually a High Court Registrar).
- ❖ Each copy of the indenture must have a site plan attached. Two (2) extra site plans; making five in all must accompany the documents.
- ❖ The backs of the site plans are endorsed by both the seller and the buyer.
- ❖ Each site plan is certified by the stamp of a licensed Surveyor and duly dated.
- ❖ Both the seller and the buyer signs the site plans. In the case of the Stool lands, at least two Principal Elders signs as witnesses.
- ❖ The witness of the grantee, lessee etc. must write the full name and provide address and signature.
- ❖ Four copies of the Indenture submitted to the Lands commission together with six site plans (signed by a licensed Surveyor).
- ❖ Appropriate processing fee paid at the Accounts Office and a receipt obtained.
- ❖ Within 20-30 working days, check on Lands Commission for collection of documents.

6. Registration Of Land

a. Deeds Registration:

- ❖ Executed lease documents at the Lands Commission
- ❖ Stamped lease documents at the Land Valuation Board.
- ❖ Attain tax clearance certificate from the Internal Revenue Service
- ❖ Register document with the Registrar of Deeds at the Deeds Registry

b. Land Title Registration:

- ❖ Submission of the document to the Land Title Registry for the purchase of appropriate Land Title Registration form.
- ❖ Filling of Land Title Registration forms and assessment of registration fees.
- ❖ Payment of registration fees at the Bank of Ghana (Banking Hall).
- ❖ Presentation of receipt of payment of registration fees for the issuance of a yellow card.
- ❖ Submission of the site plan to the Survey Department for a cadastral

- survey.
 - ❖ Preparation of cadastral plan and signature by the Director of Surveys.
 - ❖ Signed Title plans returned to the Land Title Registration.
 - ❖ The application is then submitted for publication in the dailies.
 - ❖ Preparation and signing of the Land Title Certificate by the Registrar.
7. The EMD shall keep a Land Register for the College which shall contain information such as
- District
 - Facility name
 - Type
 - Location / town
 - App. Size/acre
 - Purpose of acquisition
 - Mode of acquisition
 - Title
 - Term
 - Rent passing
 - Review
 - Reversion

7.0 GUIDELINES ON CAPITAL INVESTMENT PROJECTS

Capital Investment projects should start with the Works and Physical Development Committee (WPDC) realizing their investment needs. Consultative meetings should be held with various departments within the college.

- a. An Investment plan is then prepared and submitted by the WPDC to the College at least 2 months before the start of the budget year. The Estate Management Unit and Development Office shall where necessary provide technical support (Land Acquisition, Standard Drawings and Cost input) on the various investment projects. Along the period, project proposals can also be developed to solicit support from other funding agencies.
- b. The WPDC shall ensure that a comprehensive Capital Investment Procurement Plan for the college is compiled for the ensuing Budget financial year. This is then forwarded to the procurement board of the Colleges of Education for vetting and finally to parliament for approval.
- c. Once council approval is given, EMD or Development Office representing the college now seeks authorization through a commencement certificate (warrant) from the Ministry of Finance and Economic Planning MOFEP before undertaking any investment Activity.
- d. In applying for the commencement warrant the following documents are required:
 - Covering letter signed by the Minister for Education, Deputy Minister or Chairman of NCTE
 - Minutes of the Entity Tender Committee meeting for the award of the contract
 - Bid evaluation report
 - Award of contract letter

- Activity & Expenditure Initiation Form duly completed and signed by the Chief Director and Director of Finance
- e. Upon the receipt of the commencement warrant, the college then applies for the release of funds for the work done. At this stage, MOFEP issues a specific warrant and a letter authorizing the Controller and Accountant General to release the said fund to the college. The required documents include:
- Covering letter signed by the Minister for Education, Deputy Minister or Chairman of NCTE
 - Copy of Commencement Warrant
 - Interim certificate duly signed
 - Work Progress Report indicating % of work done and consultant's assessment of the quality of works done and duly signed by the monitoring team.
 - Bill of Quantities containing details of the assessed value of the items of work executed (valuation).
 - Activity & Expenditure Initiation Form duly completed and signed by the Chief Director and Director of Finance
- f. The college council shall ensure that **Consultants are then selected for all approved projects in line with** Procurement Methods indicated in the Procurement law and for projects drawn from the approved plan. This is initiated by the Clients Procurement Entity with approval of the Tender Review Committee (TRC)
- g. The Consultant Selection Process shall follow the under-listed steps and all the processes below are carried out based on a Procurement Plan by the specific budget unit with approval by its TRC. The Procurement Plan would indicate planned milestones at which various procurement activities are expected to be carried. These milestones are established based on the standard guides prescribed in the Procurement Act. Actual delivery dates are measured against planned as a Procurement Register.:
- a. **Estimated Cost of Works.** This shall be determined by the Clients Procurement Entity. The Entity may co-opt experts to undertake this assignment if the entity lacks the capacity with approval of the TRC.
 - b. **Approved Budget for the Year.** This refers to the approved Budget by the Ministry of Finance and Economic Planning (MOFEP) for the year in accordance with institutional priorities in line with Government Policy
 - c. **Procurement Method.** This requires approval by TRC. The Procurement Plan would have indicated the method of procurement. For purposes of monitoring and auditing, the institution's Procurement Entity must keep records of approval granted to the Procurement Plan by TRC.
 - d. **Pre Qualification.** Depending on the type of project, TRC then grants approval. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.

- e. **Post Qualification.** Depending on the type of project, TRC then grants approval. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.
- f. **Preparation of TOR.** drafts the Term Of Reference (TOR) depending on the type of project The Procurement entity prepares a TOR for approval by TRC. They may be required to co-opt experts from outside with approval of the TRC if such expertise is not within.
- g. **Preparation of RFP.** Depending on the type of project, the Procurement entity compiles the Request for Proposal (RFP) which comprises the draft Condition of Contract (COC), the instructions guiding proposal submission, standards formats showing how submission is to be made, TOR and letter of invitation to submit. Approval should, however, be granted by TRC. For purposes of monitoring and auditing, records of approvals granted by TRC must be made available.
- h. **Submission to Tender Review Board for Approval.**
- i. **Advertising for shortlisting of Consultants.** The Drafts the advert and its details in accordance with standard formats. When approval is granted it should be communicated in writing and filed by Procurement Entity.
- j. **Submissions in response to shortlist.** Interested firms submit profiles in response to advert to the procurement entity for consideration. Evaluates profiles for approval.
- k. **Shortlisting of Consultants.** Approval to be granted in writing and filed by Procurement Entity. Submits reports on shortlisting to TRC. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.
- l. **Invitation to submit Proposals (Issuance of RFP).** Invitation letters (RFPS) issued for shortlisted firms to submit proposals. These proposals are expected to be submitted within a certain time frame which is preceded by a Pre-proposal conference. Procurement Entity issues letter with the signature of the Head of Budget unit.
- m. **Submission of Proposals.** Shortlisted firms submit proposals to Procurement Entity. Procurement Entity puts together a team of experts as evaluation team and submits their names and C.V'S to TRC for approval. TRC gives approval to the evaluation team. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.
- n. **Evaluation of Proposals.**

- v. Technical Evaluation Report, Evaluation Team evaluates technical Proposals and submits a report to Procurement Entity. Procurement Entity Submits report and its comments to TRC for approval.
- vi. Financial Evaluation Report. Evaluation Team evaluates Financial Proposals.
- vii. Combined Technical & Financial Evaluation Team combines Technical & Financial evaluation and submits a report to the Procurement Entity. Procurement Entity reviews report

Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing the Technical Evaluation Report.

- o. **Submission of Evaluation report for Approval by Tender Review Board.** Procurement Entity reviews report. Once the report is satisfactory, the Procurement submits it to TRC. TRC obtains necessary approval from the TRB. TRB grants approval to move the process forward. Records of approvals granted by TRC & TRB must be made available for the purposes of monitoring and auditing.
 - p. **Negotiations (Consultants brief).** Procurement Entity negotiates with a selected consultant and submits to TRC for review. Undertaken by College. TRC obtains necessary approval from the TRB. TRB grants approval to award contracts. Records of approvals granted by TRC & TRB must be made available for the purposes of monitoring and auditing.
 - q. **Award and Signing of Contract.** Procurement Entity prepares necessary contract documents and attachments for signature. Undertaken by College. Signed contract documents should be made available for monitoring purposes and auditing
- h. The WPDC in consultation with the **Consultants** shall ensure that **Contractors are selected for all approved projects in line with** Procurement Methods indicated in the Procurement law.
- i. The **Contract** Selection Process shall follow the underlisted steps and the Procurement Entity shall lead this process:
- a. **Estimated Cost of the Project.** Determines approximate estimates from previous works of similar nature. Undertaken by College
 - b. **Approved Budget Amount.** Approved Budget by MOFEP for the year in accordance with institutional priorities in line with Government Policy.
 - c. **Pre Qualification.** Require approval by TRC. Proposed by the College depending on the type of project. Approval granted by TRC. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.
 - d. **Post Qualification.** Require approval by TRC. Proposed by the College depending on the type of project. Approval granted by TRC. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.
 - e. **Preparation of Bid Documents, including Specifications and Quantities.** The consultant prepares draft documents and submits them to the Procurement Entity for review. Procurement Entity reviews the draft document. Approval granted by TRC. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.

- f. **Submission for Approval by Client.** Procurement Entity submits documents to TRC for approval. Undertaken by College.
- g. **Submission for Approval by Tender Review Board**
- h. **Advertising for shortlisting of Contractors.** Procurement Entity prepares draft advert and submits to TRC for review and approval. Undertaken by College. Approval to advertise granted by TRC. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.
- i. **Shortlisting of Contractors with Approval of TRC/ TRB.** Interested contractors submit their profiles for consideration by the Client. Procurement Entity selects a Team of experts with the approval of TRC to evaluate profiles and shortlist firms for consideration. Approval of shortlisting of contractors by TRC. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.
- j. **Invitation to Bid.** Procurement Entity writes to shortlisted contractors to pick up bid documents and submit bids for consideration. Invitation letter to indicate bid period, place of delivery and time of delivery. These would also be contained in the instructions to bidders. Undertaken by College. Approval to advertise granted by TRC. Records of approvals granted by TRC must be made available for the purposes of monitoring and auditing.
- k. **Submission of Bids.** Bids are submitted by contractors at an approved venue for opening. This process is lead by a consultant in collaboration with Procurement Entity.
- l. **Evaluation of Bids.** Consultants prepare an evaluation report.
- m. **Submission of Bid Evaluation Report.** The consultant submits a draft evaluation report to the Procurement Entity. Procurement Entity review evaluation report
- n. **Submission of BER to TRB for approval.** Procurement Entity submits reviewed the report and their comments to TRC. TRC obtains approval from TRB. TRB grants approval to move the process forward. Records of approvals granted by TRC & TRB must be made available for the purposes of monitoring and auditing.
- o. **Negotiations.** The procurement Entity in collaboration with Consultants negotiates for the award of the contract. Negotiations submitted to TRC for necessary approvals to be obtained. TRB grants approval to award contracts. Records of approvals granted by TRC & TRB must be made available for the purposes of monitoring and auditing.
- p. **Award and signing of Contract.** Procurement Entity issues an award letter to a selected contractor in dictating the intention of the client to enter into a contract agreement based on the bid submitted. Procurement Entity in collaboration with Consultants prepare contract documents for signature. Undertaken by College. Signed contract documents should be made available for monitoring purposes and auditing.
- j. The College shall ensure that the Award of contract to successful bidder shall expressly indicate
 - a. The **Contract Sum**
 - b. The **Contract Name**
 - c. Date, Time and Place for the signing of the contract agreement and Possession of the **SITE**.

- d. The contract period
 - e. Liquidated and Ascertained Damages
 - f. Mobilization advances
 - g. Tax Deductions
 - h. Retention age for a Defects Liability Period
 - i. Performance Bond
 - j. Condition for any additional works
 - k. acceptance letter reaches us before **a particular day**
- k. The supervision and monitoring of the contractor is vested in the hands of the consultant in trust for the client. The Consultant, therefore, leads this process in collaboration with the User Client
 - l. Inspection of works Quality and compliance with standards. Quality of works is inspected along with the adequacy of various works sections in compliance with approved standards.
 - m. **Substructure:** Excavation works, Concrete and Structural Works, Blockwork and hardcore filling. Consultants to monitor and supervise works to ensure quality compliance. User Client to monitor the performance of Consultants and Contractors. TRC members might from time to time request for updates and visit sites if need be. Results of the cube test and other tests required for quality assurance purposes must be made available for monitoring and audit purposes.
 - n. **Superstructure:** Concrete Works, Blockwork, Roofing, Carpentry, Joinery, Metal Work, Plumbing Installations, Electrical Installations, Finishings, Glazing, Painting and Decoration, and External Works. Consultants to monitor and supervise works to ensure quality compliance. User Client to monitor the performance of Consultants and Contractors. TRC members might from time to time request for updates and visit sites if need be. Results of cube test and other test required for quality assurance purposes must be made available for monitoring and audit purposes.
 - o. **Interim Payment for Works.** Monthly Certificates are issued by Consultants after contractors have submitted the valuation of work done. Such certificates must be accompanied by a progress report of both physical and financial. User Client reviews and processes certificate for payment. User Client must endeavour to submit reports to TRC. Records of processed certificates and payments made must be made available for monitoring and audit purposes.

All payment certificates and claims must be duly endorsed as follows:

- If the award was done by the Regional Tender Board/Committee, the certificates and claims should be endorsed by the members of the committee. The signatories must include the **Regional Minister, Regional Coordinating Director, Regional Economic Planning Officer and a representative of the client (College) preferably the Principal and the Development Officer.**
- If the award was done by the College, the certificates and claims should be endorsed by the Principal, Development Officer, Administration and any member of the Regional Entity Tender Committee. The award should necessarily fall within the threshold established under the Public Procurement Law, Act 663.

- Regardless of the awarding authority, **the progress report should be endorsed by the college estate Officer or Development Officer**. This is meant to confirm the status of the project as stated by the consultant. It would be appreciated if pictures of the project are attached to the progress report.
 - The Estate Unit should ensure that the certificate of practical completion of the project is issued by the consultant to indicate that a particular project has been completed satisfactorily and duly taken/handed over.
 - Similarly, the Principal should ensure that consultants prepare / issue certificate of **Making Good Defects** as well as **Final Accounts** for the contract whenever they raise a certificate for final retention.
 - **The Principal/Representative should ensure that six (6) original copies of payment certificates and professional fee claims are always submitted for processing. No photocopies will be accepted.**
- p. **Progress Report.** Consultants prepare progress reports which give status on the ongoing project.
- q. **Physical progress reporting.** The report here indicates the percentage completion of the various work sections. It tries to compare plan completion of various work sections and actually completed works. User Client reviews such reports for necessary action. Copies of such reports should be copied to TRC.
- r. **Financial reporting.** The report here shows the expenditure pattern to date as well as a forecast of future expenditure patterns. User Client reviews such reports for necessary action. Copies of such reports should be copied to TRC.
- s. **Scope Changes and causes.** Records of various site meetings should indicate any scope changes, its cost implications, where it is originating from and how it would be funded. User Client reviews such reports for necessary action. Copies of such reports should be copied to TRC
- t. **Delays and causes.** Records of site meetings should also indicate any delays, the causes of such delays, any remedial actions taken as well as plans towards avoiding further delays. User Client reviews such reports for necessary action. Copies of such reports should be copied to TRC.
- u. **Testing & Commissioning.** Here the consultant in collaboration with User Client and other stakeholders carries out product verification. Once approval is granted, the user client prepares itself to commission the completed project for use. User Client reviews such reports for necessary action. Copies of such reports should be copied to TRC.
- v. **Project Closeout.** Report on contract closeout is prepared jointly by Consultant and Clients representatives. User Client reviews such reports for necessary action. Copies of such reports should be copied to TRC.
- w. **Interim Payment for Services.** Consultants issue request to Client. Such certificates must be accompanied by a progress report of both physical and financial. User Client reviews and processes request for payment. User Client must endeavour to submit reports to TRC. Records of processed certificates and payments made must be made available for monitoring and audit purposes.

- x. The college shall keep a Contract Register for the region which shall contain information such as
- Contract No
 - The Contract Name
 - The Contract Sum
 - Category of Contractor
 - Date of Invitation to Tender
 - Date of Opening of Tender
 - Date of Contract Award
 - Contract Period
 - Contractual Commencement Date
 - Actual Commencement Date
 - Contractual Completion Date
 - Actual Completion Date
 - Name of Consultant.