REPUBLIQUE DU CAMEROUN PAIX - TRAVAIL - PATRIE

SERVICES DU PREMIER MINISTRE

COMITE DE PILOTAGE DU FLAN PRESIDENTIEL DE RECONSTRUCTION ET DE DEVELOPPEMENT DES REGIONS DU NORD-OUEST ET DU SUD-OUEST

UNITE DE COORDINATION



REPUBLIC OF CAMEROON
PEACE - WORK - FATHERLAND

PRIME MINISTER'S OFFICE

STEERING COMMITTEE OF THE PRESIDENTIAL PLAN FOR THE RECONSTRUCTION AND DEVELOPMENT OF THE NORTH-WEST AND SOUTH-WEST REGIONS

**COORDINATION UNIT** 

# **TENDER FILE**

OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE)
N°07/ONIT/PPRD-NWSW/STB/2025 OF 14/05/2025 FOR THE STUDY ON THE
EXECUTION MODALITIES OF THE HOUSING SUPPORT IN THE NORTH
WEST AND SOUTH WEST REGIONS.

PROJECT OWNER: THE PRESIDENT OF STEERING COMMITTEE OF THE PPRD

FINANCING: PPRD - 2025 PIB

BUDGET HEAD: 59 B1 976 01 650001 361330

2025 FINANCIAL YEAR





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#### REPUBLIQUE DU CAMEROUN PAIX - TRAVAIL - PATRIE

# SERVICES DU PREMIER MINISTRE

COMITE DE PILOTAGE DU PLAN PRESIDENTIEL DE RECONSTRUCTION ET DE DEVELOPPEMENT DES REGIONS DU NORD-OUEST ET DU SUD-OUEST

**UNITE DE COORDINATION** 



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PEACE - WORK - FATHERLAND

PRIME MINISTER'S OFFICE

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**COORDINATION UNIT** 

# **TENDER NOTICE**

OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE)
N°07/ONIT/PPRD-NWSW/STB/2025 OF 14/05/2025 FOR THE STUDY ON THE
EXECUTION MODALITIES OF THE HOUSING SUPPORT IN THE NORTH WEST AND
SOUTH WEST REGIONS.

# FINANCING: 2025 BUDGET OF THE PPRD

- SUBJECT OF THE INVITATION TO TENDER: Within the framework of the execution of the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions in 2025, the President of the Steering Committee hereby launches an Open National Invitation to Tender (Emergency procedure) for the study on the execution modalities of the housing support in the North West and South West Regions.
- 2. NATURE OF SERVICES: The services concerns the study on the execution modalities of the housing support in the North West and South West Regions.
- 3. EXECUTION DEADLINE: The maximum deadline provided by the Project Owner for the execution of the services forming the subject of this invitation to tender is ninety (90)days, (three (03) months).
- 4. LOTS: This tender file is not divided in lots.
- 5. ESTIMATED COST: The estimated cost after preliminary studies is as follows:

Nature of services	Amount (CFAF)
Study on the execution modalities of the housing support in the North West Region and South West Region.	50 000 000

- 6. PARTICIPATION AND ORIGIN: Participation to this invitation to tender is open to all registered and qualified companies, consulting firms or groups of companies based in the Republic of Cameroon with the required technical and professional expertise. The bidders must show proof of the financial capability to execute the services.
- 7. FINANCING: The works which form the subject of this invitation to tender shall be financed by the 2025 budget of the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions.
- 8. BID BOND: Each bidder must include in his administrative documents, a handleridgised bid bond, issued by a bank establishment or financial institution approved by the Ministry in charge of finance to issue bonds for public contracts and whose list appears in document 13 of the Tender File (TF), of an amount of:

Nature of services	BID Bond (CFAF)
Study on the execution modalities of the housing support in the North West	
Region and South West Region.	1,000,000

This bond, accompanied by the deposit receipt issued by the Deposits and Consignments Fund (CDEC), must be valid for up to thirty (30) days beyond the initial validity date of the tenders. The absence of a bid bond issued by a bank establishment or financial institution authorised by the Ministry of Finance to issue bonds in the context of public contracts will result in the outright rejection of the tender. A bid bond produced but unrelated to the relevant consultation is considered absent. A bid bond presented by a bidder during the bid-opening session is inadmissible.

- METHOD OF SUBMISSION: The submission method retained is offline.
- 10. CONSULTATION OF TENDER FILE: The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts) during working hours at the PPRD Head Office in Bastos, Yaoundé from Mondays to Fridays (7:30 am to 3:30 pm) or contact (Tel: 679496768), email: procurementmanager@pprdnwsw.org).
- 11. ACQUISITION OF TENDER FILE: Bidders can collect complete tender documents from the PPRD Head Office in Bastos, Yaounde during working hours (7:30 am to 3:30 pm) Mondays to Fridays after the presentation of a receipt of the payment of a non-refundable sum of CFAF 60 000 (Sixty Thousand CFAF), payable into the Account of the Public Contracts Regulatory Agency (PCRA) at BICEC Bank.
- 12. SUBMISSION OF BIDS (OFFERS): Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one sealed pack containing three (3) envelopes, which is:
  - Envelope A: Administrative file;
  - Envelope B: Technical file;
  - Envelope C: Financial file.

The sealed pack or envelop shall bear no information about the company and shall reach the Procurement Office of the PPRD NW-SW, Head Office in Bastos, Yaounde, not later than 16/06/2025 at 1 pm local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions:

OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE)
N°07/ONIT/PPRD-NWSW/STB/2025 OF 14/05/2025 FOR THE STUDY ON THE EXECUTION
MODALITIES OF THE HOUSING SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS.

(To be opened only during the bids opening session of the Tenders Board)

NB: A back-up copy of the financial bid, saved on a USB key or CD/DVD, must be submitted in a sealed envelope. The USB key should be clearly marked "Back-up Copy" and submitted by the deadline mentioned above.

13. ADMISSIBILTY OF BIDS: The administrative documents, the technical offer and the financial offer must be placed in separate envelopes and submitted in a sealed envelope. The Project Owner shall not accept:

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- Bids bearing information on the identity of the tenderers;
- Bids submitted after the closing date and time for submission of bids;
- · Envelopes without indication on the identity of the Invitation to Tender:
- · Bids non-compliant with the bidding mode;
- Failure to comply with the number of copies specified in the RPAO or offer in copies only.

Any bid that is incomplete in accordance with the requirements of the Bidding Document shall be declared inadmissible. In particular, the absence of a bid bond issued by a bank establishment or financial institution approved by the Ministry in charge of finance to issue guarantees in the field of public contracts, or failure to comply with the templates provided in the model Bidding Document, shall result in the outright rejection of the bid without any possibility of appeal. A bid bond that is submitted but has no connection with the concerned tender shall be considered as missing. A bid bond presented by a bidder during the bid opening session shall be deemed inadmissible.

14. OPENING OF BIDS (OFFERS): The offers shall be opened in a single phase, in the PPRD Conference Hall, located at Bastos Yaounde on the 16/06/2025 at 2pm. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Bids that do not conform with this invitation to tender and the tender documents shall be rejected.

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a bank establishment or financial institution approved by the Ministry in charge of Finance. A bid bond presented by a bidder during the bid opening session shall not be accepted.

In case of absence or non-conformity of a document in the administrative file during the opening of bids, after a 48 (forty-eight) hours deadline granted by the Board, the file shall be rejected.

# 15. EVALUATION CRITERIA: This evaluation will be made in accordance with the criteria below:

# A. Eliminatory criteria

No	DESCRIPTION				
1.	Failure to produce, after the deadline of 48 hours following the opening of bids, a document in the administrative file that is deemed to be non-compliant or missing (except the bid bond)				
2.	Absence or insufficient stamped Bid bond and receipt from Deposits and Consignments Fund (CDEC)				
3.	False declaration or falsified documents				
4.	A technical score below 70 points out of 100 points after analysis of technical document				
5.	Incomplete Financial file (BOQ, Unit price, financial tender letter)				
6.	Omission of a unit price				
7.	Non-Compliance with the major technical specifications				
8.	Absence of the sworn statement for not having abandoned contracts during the last three years				
9.	Absence of own or hired minimum equipment				
10.	Absence of integrity charter dated and signed				
11.	Absence of a dated and signed commitment statement to comply with environmental and social clauses				
12.	Absence of Special Technical Clauses initialled in all the pages and last page signed (with mention read and approved")				

13.	Absence of Special Administrative Clauses filled, each page initialled and last page signed (with mention "read and approved")
14.	Absence of Terms of Reference, initialled in all the pages and last page signed (with mention "read and approved").
15.	Absence of a proof of categorization

B. Essential criteria: The procedure for analysing the technical and financial offers received will be done in two (02) stages:

<u>Step 1</u> = Evaluation of technical offers out of 100 points:

This evaluation will be made in accordance with the criteria below:

Essential criteria	Points
Firm References	<u> </u>
- Number of studies realised in the field (20)	30
- Number of years of experience of the firm (10)	
Experts Qualifications	
- Diplomas (10)	15
- Overall experience (05)	
Experts skills	<del> </del>
- Professional experience (05)	
- Experience in similar work (03 references at least) (10)	25
- Language (10)	
Understanding of the ToRs and compliance of the proposed methodology and work plan	
with the terms of reference	
<ul> <li>Note of understanding of the TOR of the mission (10 points)</li> </ul>	30
- Methodological approach (15 points)	
<ul> <li>Work plan in line with the methodology (05 points)</li> </ul>	]
Total points	100

NB: The minimum score required to qualify for financial analysis is 70%.

# <u>Step 2</u> = rating of financial offers.

It should be noted that only financial offers relating to technical offers having obtained at least  $\frac{70/100}{100}$  of the total points assigned to the technical offer will be considered.

Lowest financial proposal will receive a financial score of 100 points.

The formula to be used for the calculation of the financial score will be the following:

$$Financial\ score = 100X \frac{Price\ of\ the\ lowest\ offer}{Price\ of\ the\ offer\ considered}$$

The choice of the economically most advantageous offer will result from a weighting of the technical quality and the price of the offers according to a 70/30 distribution key.

The overall score of the offer = 70% x technical score + 30% x financial score.

The bid that obtains the highest total score, calculated by adding the points from the technical and financial evaluations, will be declared the winner of the contract.

16. AWARD: The Project Owner shall award the contract to the bidder who has submitted a bid meeting the required technical and financial qualification criteria and whose bid is evaluated as the lowest bid.

- 17. MAXIMUM NUMBER OF LOTS WHICH A BIDDER CAN WIN: This tender is not divided in lots.
- 18. VALIDITY OF OFFERS: Bidders shall remain committed to their offers for ninety (90) days from the deadline set for the submission of tenders (offers).
- COMPLEMENTARY INFORMATION: Additional (supplementary) technical information may be obtained during working hours from the Procurement Service at the PPRD NW-SW, Bastos Yaounde. (Tel: 679496768, procurementmanager@pprdnwsw.org) during working hours (7:30 am to 3:30 pm) Mondays to Fridays.
- 20. CORRUPTION AND MAL PRACTICE: Kindly report any corrupt practices noticed, facts or acts to CONAC on 1517 or to the Authority in Charge of Public Contracts (MINMAP). 3 MAI 2025

THE PRESIDENT OF THE STEERING COMMITTEE OF THE PRESIDENT OF THE STEERING COMMITTEE OF THE PRESIDENT OF THE STEERING COMMITTEE

T Paul Casong

Copies:

MINMAP

ARMP

Chairperson of STB

- Notice Board/file

## REPUBLIQUE DU CAMEROUN PAIX - TRAVAIL - PATRIE

SERVICES DU PREMIER MINISTRE

COMITE DE PILOTAGE DU PLAN PRESIDENTIEL DE RECONSTRUCTION ET DE DEVELOPPEMENT DES REGIONS DU NORD-OUEST ET DU SUD-OUEST

UNITE DE COORDINATION



REPUBLIC OF CAMEROON PEACE - WORK - FATHERLAND

PRIME MINISTER'S OFFICE

STEERING COMMITTEE OF THE PRESIDENTIAL PLAN FOR THE RECONSTRUCTION AND DEVELOPMENT OF THE NORTH-WEST AND SOUTH-WEST REGIONS

COORDINATION UNIT

# **AVIS D'APPEL D'OFFRES**

AVIS D'APPEL D'OFFRES NATIONAL OUVERT (PROCEDURE D'URGENCE) N°07/AONO/PPRD/CSPM/2025 DU 14/05/2025 POUR LES ÉTUDES SUR LES MODALITES D'EXECUTION DE L'APPUI A LA RECONSTRUCTION DES MAISONS, REGIONS DU NORD OUEST ET SUD OUEST.

FINANCEMENT: BUDGET 2025 DU PPRD

- 1. OBJET DE L'APPEL D'OFFRES: Dans le cadre de la mise en œuvre du Plan Présidentiel de Reconstruction et de Développement des Régions du Nord-Ouest et du Sud-Ouest en 2025, le Président du Comité de Pilotage lance un Appel d'Offres National Ouvert (Procédure d'urgence) pour les études sur les modalités d'exécution de l'appui à la reconstruction des maisons, régions du Nord-Ouest et Sud-Ouest.
- CONSISTANCE DES PRESTATIONS: Les prestations faisant l'objet du présent appel d'offres concernent les études sur les modalités d'exécution de l'appui à la reconstruction des maisons, régions du Nord-Ouest et Sud-Ouest.
- 3. TRANCHES/ALLOTISSEMENT : Cet appel d'offres n'est pas divisé en lots.

4. COUT PREVISIONNEL : Le coût prévisionnel de l'opération à l'issue des études préalables est de :

	alabies ést de .
Nature des prestations	Montant (FCFA)
Études sur les modalités d'exécution de l'appui à la reconstruction des maisons, régions du Nord-Ouest et Sud-Ouest.	50 000 000

- 5. DELAIS D'EXECUTION: Le délai maximum prévu par le Maitre d'Ouvrage pour l'exécution des travaux du présent appel d'offre est de quatre-vingt-dix (90) jours (trois mois) à partir du jour de la notification de l'ordre de service pour le démarrage des travaux.
- 6. PARTICIPATION ET ORIGINE: La participation à cet appel d'offres est ouverte à toutes les entreprises ou groupements d'entreprises enregistrés et qualifiés, établis en République du Cameroun, disposant de l'expertise technique et professionnelle requise. Les soumissionnaires doivent également fournir la preuve de leur capacité financière à exécuter les prestations.
- 7. FINANCEMENT : Les travaux sont financés par le budget 2025 du Plan Présidentiel de Reconstruction et de Développement des Régions du Nord-Ouest et Sud-Ouest.
- 8. MODE DE SOUMISSION : Le mode de soumission retenu pour cette consultation est hors ligne.
- 9. CAUTIONNEMENT DE SOUMISSION (GARANTIES DE SOUMISSION): Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission, acquitté à la main, délivrée par un organisme ou une institution financière agréée par le Ministre chargé des finances poù cementre les cautions dans le domaine des marchés publics et dont la liste figure dans la pièce 12 du DAO dont le

# montant s'élève à :

Nature des services	Cautionnement provisoire (FCFA)
Études sur les modalités d'exécution de l'appui à la reconstruction des maisons, régions du Nord-Ouest et Sud-Ouest.	1 000 000

Cette caution, accompagnée du récépissé de consignation délivré par la Caisse des Dépôts et Consignations (CDEC), doit être valable jusqu'à trente (30) jours au-delà de la date initiale de validité des offres. L'absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministre chargé des Finances à émettre des cautions dans le cadre des marchés publics, entrainera le rejet pur et simple de l'offre. Une caution de soumission produite, mais n'ayant aucun rapport avec la consultation concernée, est considérée absente. Une caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des offres est irrecevable.

- 10. CONSULTATION DU DOSSIER D'APPEL D'OFFRES: Le dossier peut être consulté et retiré après publication du présent avis auprès des Services du Maître d'Ouvrage (Service en charge de la passation des marchés), au siège du PPRD à Bastos, Yaoundé, durant les heures ouvrables de Lundi à vendredi entre 7h30 et 15h30, (Tél: 679496768, email: procurementmanager@pprdnwsw.org).
- 11. ACQUISITION DU DOSSIER D'APPEL D'OFFRES : Le dossier complet peut être retiré au siège du PPRD à Bastos, Yaoundé, contre paiement d'une somme non remboursable de 60 000 FCFA (Soixante mille francs CFA), payable dans le compte de l'ARMP ouvert à la Banque BICEC.
- 12. REMISE DES OFFRES : Chaque offre, rédigée en français ou en anglais, doit être signée par le soumissionnaire ou son représentant dûment mandaté et présentée en sept (07) exemplaires (un original et six copies marquées comme telles). L'offre doit être placée dans une enveloppe scellée contenant trois (3) sous-enveloppes :
  - Enveloppe A : Offre administrative
  - Enveloppe B : Offre technique
  - Enveloppe C : Offre financière

AVIS D'APPEL D'OFFRES NATIONAL OUVERT (PROCEDURE D'URGENCE)
Nº.07/AONO/PPRD/CSPM DU 14/05/2025 POUR LES ETUDES SUR LES MODALITES
D'EXECUTION DE L'APPUI A LA RECONSTRUCTION DES MAISONS, REGIONS DU
NORD-OUEST ET SUD-OUEST.

(À n'ouvrir qu'en séance de dépouillement)

Les offres doivent être déposées au service des marchés du PPRD NO-SO situé à Bastos, Yaoundé, au plus tard le 16/06/2025 à 13h (heure locale). L'enveloppe extérieure ne devra porter aucune indication sur l'entreprise.

NB: Une copie de sauvegarde de l'offre (Offre financière) enregistré sur clé USB ou CD/DVD devra être transmise sous pli scelle avec l'indication claire et lisible "copie de sauvegarde", en plus de la mention cidessus dans les délais impartis.

13. RECEVABILITE DES PLIS: Les pièces administratives, l'offre technique et l'offre financière doivent être placées dans des enveloppes différentes séparées et remises sous pli scellé. Seront irrecevables par le Maître d'Ouvrage:

Les plis portant les indications sur l'identité du soumissionnaire;

8.	Absence de l'attestation sur l'honneur de n'avoir pas abandonné de marchés au cours des trois dernières années		
9.	Absence de possession en propre ou en location d'un matériel minimum	╀──┤-	
10	Absence de la charte d'intégrité datée et signée	<del>                                     </del>	<del></del> -
11	Absence de la déclaration d'engagement au respect des clauses environnementales et sociales datée et signée		
. 1	Absence du Clauses techniques particulières paraphées à chaque page et signées avec la mention « lu et approuvé »		
13	Absence du Clauses administratives particulières remplies, paraphées à chaque page, et la dernière page signée avec la mention « lu et approuvé »		
14	Absence des Termes de Référence, paraphés sur chaque page et signés sur la dernière page (avec la mention « lu et approuvé »).		

# B. Critères essentiels :

La procédure d'analyse des offres techniques et financières reçues se déroulera en deux (02) étapes :

Étape 1 : Évaluation des offres techniques sur 100 points

Cette évaluation sera effectuée conformément aux critères ci-dessous :

Critères essentiels	Points
Références du soumissionnaire :	1 011113
<ul> <li>Nombre d'études élaborées dans le domaine (20)</li> </ul>	30
Nombre d'années d'expérience du cabinet (10)	30
Qualifications des experts:	<del> </del>
- Diplômes (10)	15
Expérience générale (05)	13
Compétences des experts:	<del> </del> -
- Expérience professionnelle (05)	
<ul> <li>Expérience dans des missions similaires (au moins 3 références) (10)</li> </ul>	25
- Langue (10)	
Compréhension des TDR et conformité de la méthodologie et du plan de travail proposés aux termes de référence :	
<ul> <li>Note de compréhension des TDR de la mission (10)</li> </ul>	30
- Approche méthodologique (15)	00
- Plan de travail en cohérence avec la méthodologie (05)	
Total	100

NB : La note minimale requise pour être admis à l'analyse financière est de 70 %.

Étape 2 = Evaluation des offres financières.

Il convient de noter que seules les offres financières correspondant à des offres techniques ayant obtenu au moins 70/100 du total des points attribués à l'offre technique seront prises en compte. L'offre financière la moins-disante recevra une note financière de 100 points.

12

La formule à utiliser pour le calcul de la note financière est la suivante :

Fra

- Les plis parvenus postérieurement aux dates et heures limites de dépôt :
- Les plis non-conformes au mode de soumission.
- les plis sans indication de l'identité de l'Appel d'Offres ;
- Le non-respect du nombre d'exemplaires indiqué dans le RPAO ou offre uniquement en copies;

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par un organisme ou une institution financière agréée par le Ministre en charge des finances pour émettre les cautions dans le domaine des marchés publics ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des plis est irrecevable.

14. OUVERTURE DES PLIS: Les offres seront ouvertes en une seule phase, dans la salle de conférence du PPRD, située à Bastos, Yaoundé, le 16/06/2025 à 14 heures. Seuls les soumissionnaires ou leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier pourront assister à la séance d'ouverture des plis. Les offres non conformes à la présente lettre d'invitation à soumissionner et au Dossier d'Appel d'Offres seront rejetées.

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou l'autorité administrative compétente, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois à compter de la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'avis d'appel d'offres.

En cas d'absence ou de non-conformité d'un document dans le dossier administratif lors de l'ouverture des offres, après un délai de quarante-huit (48) heures accordé par la Commission, le dossier sera rejeté.

# 15. CRITERES D'EVALUATION: Les offres seront évaluées selon les conditions suivantes :

A. Critères éliminatoires

Nο	DESCRIPTION	CRITERES		Observations
		OUI NON		
1.	The second of th	_		
	des plis, d'un document du dossier administratif jugé non conforme ou			
	manquant (à l'exception de la caution de soumission)	1		
2.	Absence ou non-conformité a l'ouverture des plis de la caution de			
i	soumission dûment timbrée et du récépissé de versement à la Caisse			
	des Dépôts et Consignations (CDEC)	1		
3.	Fausse déclaration ou documents faisifiés	1		
4.	Une note technique inférieure à 70 points sur 100 après l'analyse du	1		·
	dossier technique.			
5.	Dossier financier incomplet (BPU, DQE)	<del>                                     </del>		
6.	Absence d'un prix unitaire quantifié dans l'Offre financière		1/33	
7.	Non-conformité aux spécifications techniques majeures des services à	<del>                                     </del>		co
	fournir	1 /	1:3	



# Note financière = 100X (Prix de l'offre la moins – disante) Prix de l'offre considérée

Le choix de l'offre économiquement la plus avantageuse résultera d'une pondération de la qualité technique et du prix des offres selon une clé de répartition de 70/30.

La note globale de l'offre = 70 % x note technique + 30 % x note financière.

L'offre ayant obtenu la note totale la plus élevée, calculée en additionnant les points des évaluations technique et financière, sera déclarée attributaire du marché.

- 16. ATTRIBUTION : Le Maitre d'Ouvrage attribuera le marché au soumissionnaire ayant présenté une offre remplissant les critères de qualification technique et financière requises et dont l'offre est évaluée la moinsdisante.
- 17. INFORMATION SUR LES LOTS: Cet appel d'offres n'est pas divisé en lots.
- 18. DUREE DE VALIDITE DES OFFRES : Les soumissionnaires restent engagés par leurs offres pendant 90 jours à compter de la date d'ouverture des plis.
- 19. RENSEIGNEMENTS COMPLEMENTAIRES: Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service des Marchés situé à l'Unité de Coordination du PPRD NO/SO à Bastos, Yaoundé (Tel: 679496768, procurementmanager@pprdnwsw.org).
- 20. LUTTE CONTRE LA CORRUPTION ET LES MAUVAISES PRATIQUES: Pour toute dénonciation des pratiques, faits ou actes de corruption, bien vouloir appeler la CONAC au numéro 1517, ou contacter l'Autorité chargée des Marchés Publics (MINMAP).

Yaoundé, le. 13 HA1 2075

LE PRÉSIDENT DU COMITÉ DE PILOTAGE DU PPRD NO-SO

Copies:

- MINMAP

ARMP

- Président CSPM

Affichage.

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

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# A. General

Article 1: Scope of the tender

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# A. GENERALITIES

#### Article 1: SCOPE OF THE TENDER:

- 1.1 . The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an open national invitation to tender (emergency procedure) for the Study on the execution modalities of the housing support in the North West and South West Regions.
- 1.2 The bidder retained or the preferred bidder must complete the services within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.3 In this Tender File, the term "day" means a calendar day.

# Article 2: FINANCING:

The source of financing of the supplies forming the subject of this invitation to tender is the 2025 budget of the PPRD NW-SW.

## Article 3: FRAUD AND CORRUPTION

- 3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle, the Contracting Authority:
- a) Defines, within the context of this clause, the following expressions:
  - Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract.
  - ii. Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract.
  - "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition.
  - iv. And Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2 The Minister Delegate at the Presidency of the Republic in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him.

# Article 4: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in carrying out studies in the housing, development studies and construction domain accompanied by the necessary legal and financial autonomy and must not have been excluded from bidding for public contracts as well as managed according to commercial laws and not under the direct supervisory authority of the Contracting Authority or Project Owner. A bidder (including all members of a group of enterprises and all sub-

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contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he:-

- (a) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this Invitation To Tender.
- (b) presents more than one bid within the context of Invitation To Tender, except authorised variants, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- (c) and the Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

# Article 5: ORIGINS OF MATERIAL, SUPPLIES, EQUIPMENT AND AUTHORIZED SERVICES

- 5.1 The services must be fulfilled as per the criteria defined in the Special Regulations of the invitation to tender. Origin in this invitation to tender means where the services comes from.
- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the services originates.

# **Article 6: QUALIFICATION OF BIDDERS**

- (a) As an integral part of their bid, bidders must:
  - (i) Submit a power of attorney making the signatory of the bid bound by the bid; and
  - (ii)Provide all information (complete or update information included in their request for prequalification which may have changed in the case where the candidates took part in prequalification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

Where necessary, bidders should provide information relating to the following points:

- The production of certified balance sheets and recent turnovers
- Access to a line of credit or availability of other financial resources
- Orders acquired and contracts awarded
- Pending litigations
- Availability of indispensable equipment
- (b) Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:-
  - The bid must include all the information listed in paragraph 1 above. The Special Regulations
    must indicate the information to be furnished by the group and that to be furnished by each
    member of the group
  - The bid and the contract must be signed in a way that is binding on all members of the group
  - The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form
  - The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the contract
  - In case of joint co-contracting, the co-contractors shall share the sums which are paid by the
    Project Owner into a single account. On the other hand, each undertaking is paid into its own
    account by the Project Owner where it is joint co-contracting
- (c) Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender.

(d) Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

# Article 7: SITE VISIT

- 7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the services. The related cost of the visit of the site shall be borne by the bidder.
- 7.2 The bidder, his employees and agents must free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from site visit.
- 7.3 The Project Owner may organize a visit of the site of the project during the preparatory meeting to establish the bids mentioned in article 19 of the General Regulations of the invitation to tender.

# **B-TENDERS FILE**

#### Article 8: CONTENT OF THE TENDER FILE

- 8.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:
  - a) Document N°1 : Tender Notice ("AAO")
  - b) Document N°2 : General Regulations of the invitation to tender ("RGAO")
  - c) Document N°3 : Special Regulations of the invitation to tender ("RPAO)"
  - d) Document N°4: The special administrative conditions ("CCAP")
  - e) Document N°5: The special technical conditions ("CCTP")
  - f) Document N°6: The Schedule of Unit Prices (Price Elaboration Schedule=PES)
  - g) Document N°7: The Financial Bid (Bill of quantities and cost estimates BQCE)
  - h) Document N°8: Model Contract
  - i) Document N°9: Model forms to be used by bidders
    - Annex No. 1: Model Declaration of Intention tender
    - Annex No. 2: Model for Tender Submission
    - Annex No. 3: Model bid bond
    - Annex No. 4: Model performance/final bond
    - Annex No. 5: Model start-off advance bond
    - Annex No. 6: Model Retention fund (performance guarantee)
    - Annex No. 7: Model of Letter of Submission of the Technical Proposal
    - Annex No. 8: Model for Planning Framework
    - Annex No. 9: Model for List of Personnel to be Mobilised
    - Annex No. 10: Model for List of Services Likely to be Subcontracted
    - Annex No. 11: Model for CV of Personnel to be Mobilised.
    - Annex No. 12: Model for Candidate's Reference Tables
    - Annex No. 13: Model for Description of Methodology and Work Plan
    - Annex No. 14: Model for Information Sheet on Essential Equipment
    - Annex No. 15: Model for Site Visit Declaration
  - i) Document N°10 : Integrity charter
  - k) Document N°11: Social and environmental commitment/
  - l) Document N°12: List of banking establishments and financial bodies authorised

issue bonds for public contracts

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file. Any inadequacy may lead to a rejection of his offer.

# Article 9: CLARIFICATIONS ON THE TENDER FILE

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen 14) days for National Invitations and at least twenty one (21) days for International Invitations before the day of opening, copying all the companies that purchased the tenders file. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

9.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to MINMAP and the body in charge of the regulation of public contracts.

# Article 10: AMENDMENT OF THE TENDERS FILE (ADDENDUM TO THE TENDER FILE)

10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

# **C-PREPARATION OF BIDS**

# Article 11: COST OF TENDER

Each bidder shall be responsible for all charges related to the preparation and presentation of offers. The Contracting Authority and the Project Owner shall in no way be responsible for these charges or try to regularise a situation involved in the preparation of offers by a bidder.

# Article 12: LANGUAGE OF THE BIDS

The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in *English or French*. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

# Article 13: PRESENTATION AND CONTENT OF BIDS

13.1 The bid presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three volumes. Each bid shall include three envelops. A B and C labelled as follows:-

ENVELOPE .... ............ DOCUMENTS»

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# OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N°07/ONIT/PPRD-NWSW/STB/2025 OF 14/05/2025 FOR THE STUDY ON THE EXECUTION MODALITIES OF THE HOUSING SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS.

"To be opened only during the bid opening session of the Tenders Board"

Hence, bid presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three envelopes:-

- a. Envelop A: Administrative file shall include:
  - i) all documents attesting that the bidder:
    - A. has subscribed to all declarations provided for by the laws and regulations in force;
    - B. paid all taxes, duties, contributions, fees or deductions of whatever nature;
    - C. is not winding up or bankrupt;
    - D. is not the subject of an exclusion order or forfeiture provided for by the law in force;
  - ii) the bid bond established in accordance with the provisions of the General Regulations of the invitation to tender;
  - iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of the General Regulations of invitation to tender.
- b. Envelop B: Technical bid shall include:-

It notably includes:

b.1.Information on Qualifications

The RPAO specifies the list of documents to be provided by bidders to justify the qualification criteria mentioned in Article 5 of the General Procurement Regulations (GPR), notably the company's references, equipment, and list of personnel.

b.2.Methodology

The RPAO outlines the components of the bidders' technical proposal, in particular, a methodological note providing an analysis of the services and specifying the organisation and programme the bidder intends to implement to carry them out (data collection, deployment of experts, schedule, subcontracting if applicable, etc.).

b.3. Evidence of Acceptance of the Contract Conditions
The bidder shall submit duly initialled, completed, and signed copies of the administrative and technical
documents governing the contract, namely:

- i. The Special Administrative Conditions (SAC);
- ii. The Terms of Reference (ToR).
- b.4. Comments on the SAC and ToR (Optional)
- 13.2) Bidders may provide comments on the project's technical choices and make any relevant suggestions.
- 13.3) When preparing the Technical Proposal, candidates are expected to thoroughly review the documents that make up the present Tender Dossier. A clear lack of information provided may lead to the rejection of a proposal.
- 13.4) In preparing the Technical Proposal, candidates must pay particular attention to the following considerations:
- i. A candidate who believes they do not possess all the required expertise for the assignment may acquire them by associating with one or more individual Candidates and/or other Candidates in the form of a consortium or through subcontracting, as necessary. Candidates may only associate with other invited Candidates for this assignment with the approval of the Contracting Authority or Delegated Contracting Authority, as indicated in the RPAO. Candidates are encouraged to seek the participation of national candidates by entering into joint venture agreements (notarised deeds) with them or subcontracting part of the assignment to them;

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ii. For time-based assignments, the estimate of personnel work time is provided in the RPAO. However, the proposal must be based on the Candidate's own estimate of personnel work time; iii. It is desirable that the proposed specialised personnel be mostly permanent employees of the Candidate or have maintained a stable and long-term working relationship with the Candidate; iv. The proposed specialised personnel must possess at least the level of experience indicated in the RPAO, preferably acquired under working conditions similar to those of the country where the assignment will take place;

v. No alternative personnel may be proposed, and only one curriculum vitae (CV) per position is allowed.

- 13.5) The reports to be produced by the Candidates as part of this assignment must be written in the language(s) specified in the RPAO. It is desirable that the Candidate's personnel have a good working knowledge of both French and English;
- 13.6) The Technical Proposal shall provide the following information using the attached Tables (Document 4):
  - A brief description of the Candidate and an overview of its recent experience in similar assignments (Table 4B). For each assignment, the summary must indicate the characteristics of the proposed personnel, the assignment duration, contract amount, and the Candidate's specific role;
  - Any observations or suggestions regarding the Terms of Reference and the data, services, and facilities to be provided by the Contracting Authority or Delegated Contracting Authority (Table 4C);
  - iii. A description of the proposed methodology and work plan to carry out the assignment (Table 4D);
     iv. The composition of the proposed team, by area of specialisation, as well as the tasks assigned to each member ...assigned to each team member and their schedule (Table 4E);
  - iv. Recently signed curricula vitae of the proposed specialised personnel and the authorised representative of the Candidate submitting the proposal (Table 4F). Key information must include, for each individual, the number of years of experience with the Candidate and the scope of responsibilities carried out during various assignments over the past ten (10) years;
  - v. Estimates of the personnel inputs (key and support staff, time) required to carry out the assignment, supported by bar charts showing the planned working time for each key team member (Tables 4E and 4G):
  - vi. A detailed description of the approach, staffing, and supervision planned for training, if the RFPD specifies that training is a major component of the assignment; viii. Any other information requested in the RPAO.
- 13.7) The Technical Proposal must not contain any financial information.

# c. Envelop C: Financial bid:

- 13.8 It includes the elements required to justify the cost of the services, namely:
- c.1. The actual bid, in original, prepared according to the attached model or standard form, stamped at the applicable rate, signed, and dated;
- c.2. Tables of unit costs for personnel, reimbursable expenses, and miscellaneous costs;
- c.3. The duly completed estimated bill of quantities;
- c.4. The breakdown of costs and remuneration by activity;
- c.5. The provisional payment schedule, where applicable.
- 13.9 Bidders shall use the documents and model forms provided in the Bidding Document, subject to the provisions of Article 15.2 of the General Procurement Regulations (GPR) concerning other possible forms of Bid Security.
- 13.10 Bidders shall indicate any discounts offered in their bids. If, in accordance with the provisions of the RFPD, bidders are submitting bids for multiple lots under the same Invitation to Tender, they may indicate discounts offered in the event of being awarded more than one lot. They shall specify the conditions for applying such discounts.

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- 13.11 The Financial Proposal must be prepared using the standard tables (Document 5). It shall list all costs related to the assignment. If necessary, all charges may be broken down by activity.
- 13.12 The Financial Proposal must present separately the taxes, duties (including social security contributions), levies, and other fiscal charges applicable under the legislation in force on the candidates, subcontractors, and their personnel (other than Cameroonian nationals or permanent residents), unless otherwise stated in the RPAO Contractors and their personnel (other than Cameroonian nationals or permanent residents), unless otherwise stated in the RPAO (Request for Proposals Document).
- 13.13 It is assumed that the activities and inputs described in the Technical Proposal for which no cost is indicated are included in the cost of other activities and inputs.
- 13.14 Candidates shall quote the prices of their services in the currency (or currencies) specified in the RPAO.
- 13.15 Any commissions and gratuities paid or to be paid by the Candidates in connection with the assignment or service must be specified in the Financial Proposal submission letter (Section 5.A).
- 13.16 The Special Technical Conditions specifies how long the proposals must remain valid from the submission date. During this period, candidates must keep the proposed key personnel available for the assignment. The Contracting Authority or Delegated Contracting Authority will make every effort to complete the negotiations within this timeframe. If it wishes to extend the validity period of the proposals, Candidates who do not agree to such an extension are entitled to refuse.

#### Article 14: AMOUNT OF THE BID

- 14.1. Except otherwise stated in the Tender File, the amount of the contract shall cover all the tasks described in the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.3The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

# Article 15: CURRENCY OF BID AND PAYMENT

15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.

15.2 Option A: The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the supplies shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates

shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

15.3 Option B: The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

- a. The prices of inputs necessary for the supplies which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency".
- a. The prices of inputs necessary for supplies which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.
- 15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.
- 15.5 During the execution of the supplies, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

#### Article 16: VALIDITY OF BID

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not complying.

16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorized to do so. 16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of supplies by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be considered for purposes of evaluation of bids.

## Article 17: BID BOND

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorized subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

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- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity.
- (b) if the retained bidder:
- b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations.
- b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.
- b.3 Refuses to receive notification of the Administrative Order to commence execution.

# Article 18: VARYING PROPOSALS BY BIDDERS

Where the tasks can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

Except in the case mentioned in the paragraph below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the tasks, these parts of the tasks must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of the General Regulations.

# Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT

Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations. The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in the paragraph below.

The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of the General Regulations and not through the minutes of the preparatory meeting.

The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be reason for disqualification.

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#### Article 20: FORM AND SIGNATURE OF BIDS

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

20.3 The bid shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory (i.e.) of the bid.

#### **D-SUBMISSION OF BIDS**

# Article 21: SEALING AND MARKING OF BIDS

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The external and internal envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations.
- b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority to return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

#### Article 22: DATE AND TIME LIMIT FOR SUBMISSION OF BIDS

Bids bearing the specified address shall be submitted to the Contracting Authority or to the Service of Award of Contracts at the PPRD Head Office Bastos Yaounde against a duly signed receipt bearing the date and time specified in the Special Tender Regulations. Each bidder after submission shall before departure, ensure that the external envelope (enclosing envelopes A, B and C) is stamped and dated.

After submission no bid (regularly submitted) shall be withdrawn, supplemented or modified. Hence, in the case where the envelope shall not be sealed or without the appropriate inscriptions on it, the administration shall decline all responsibilities for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder. Hence all documents submitted by a bidder in any capacity, following this open national invitation to tender, must be established exclusively:

in English or French language,

- Using the metric system for quantities,
- Expressing all costs (prices) in francs FCFA.

The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: OUT OF TIME-LIMIT OF BIDS

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Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

# Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

## E- OPENING AND EVALUATION OF BIDS

# Article 25: OPENING OF BIDS AND PETITIONS

25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign an attendance sheet attesting to their presence.

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

25.4 Bids (and modifications received in accordance with the provisions of article 24-of-the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy

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of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialed copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copy to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

# Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE

No information relating to the examination, evaluation, or comparison of tenders, the verification of bidders' qualifications, or the award recommendation shall be disclosed to bidders or to any person not officially involved in the process until the contract award has been made public. Failure to comply may result in the disqualification of the bidder's offer and the suspension of the persons concerned from all public procurement activities.

Any attempt by a bidder to influence the Tender Evaluation Sub-commission during the assessment of bids, the Tenders Board in its award recommendation, or the Contracting Authority or Delegated Contracting Authority in its award decision may lead to the rejection of the bidder's offer.

Notwithstanding the provisions of paragraph 23.2, between the opening of the bids and the contract award, if a bidder wishes to contact the Contracting Authority or Delegated Contracting Authority for matters relating to their offer, such contact must be made in writing.

# Article 27: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto is formulated in writing but no change on the amount or content of the bid is sought, offered or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations. 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

# Article 28: DETERMINATION OF COMPLIANCE OF BIDS

28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

. Which substantially limits the scope, quality or realization of the supplies;

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- ii. which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract.
- iii. Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

#### Article 29: QUALIFICATION OF THE BIDDER

The committee in charge of evaluation shall ensure that the successful bidder retained for having submitted a bid is substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

# 29.1) Evaluation of Technical Proposals

- a). The Evaluation Sub-commission set up by the Tenders Board shall assess the technical proposals based on their compliance with the Terms of Reference, using the evaluation criteria, sub-criteria [generally no more than three per criterion], and the scoring system specified in the RPAO. Each compliant proposal shall be assigned a technical score (St). A proposal shall be rejected at this stage if it fails to meet key aspects of the Terms of Reference or does not reach the minimum technical score specified in the RPAO.
- b). At the end of the technical quality evaluation, the Contracting Authority or the Delegated Contracting Authority shall notify the candidates whose proposals did not obtain the minimum qualifying score that their bids have not been retained; their financial proposals shall therefore be returned upon request, unopened, after the selection process. At the same time, the Contracting Authority or Delegated Contracting Authority shall notify the candidates who achieved the required minimum qualifying score, and inform them of the date, time, and venue for the opening of the financial proposals. This notification may be sent by registered mail, fax, or email.

# 29.2) Evaluation of Financial Proposals

Only bids considered as complying, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

- 29.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
- a. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations.
- b. By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of supplies done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c. By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations.
- d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- d. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorized by the Special Regulations.
- f. If need be, in accordance with the provisions of article 13(2) of the General Regulations's and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

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g. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.

The Contracting authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the supplies to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

# 29.3) Selection of the Successful Bidder

The selection shall be made based on the quality-cost ratio. For this purpose, the lowest priced compliant financial proposal (Fm) shall receive a financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals shall be calculated as specified in the RPAO. Proposals shall then be ranked according to their combined technical (St) and financial (Sf) scores, after applying the weighting (T being the weight assigned to the Technical Proposal and P the weight assigned to the Financial Proposal; with T + P equal to 100, as specified in the RPAO). The Candidate with the highest combined technical and financial score shall be proposed for contract award or invited for negotiation by the Contracting Authority, where applicable.

# 29.4) Appeals during the Award Phase

Bidders not qualified following the technical evaluation of bids may file an appeal with the Committee responsible for reviewing appeals, with a copy sent to the Contracting Authority or Delegated Contracting Authority, the Chairperson of the relevant Tenders Board, and the Public Procurement Regulatory Authority. The appeal must be lodged within a maximum of three (03) working days after the opening of the financial proposals.

# **ARTICLE 30: NEGOTIATIONS**

30.1. Negotiations shall take place at the address indicated in the RPAO, between the Contracting Authority or the Delegated Contracting Authority and the bidder whose proposal has been selected, with the goal of reaching agreement ali points sianina an on and contract. Under no circumstances may negotiations be conducted with more than one bidder at a time, nor may they Involve unit prices. These negotiations shall be documented in a report signed by both parties. Negotiations with the bidders must not result in substantial changes to the scope, nature, consistency, or quality of the services. In any case, the financial impact of modifications to the offer must not exceed fifteen percent (15%) of the original bid.

30.2. The negotiations shall include discussions of the Technical Proposal, the proposed methodology (work plan), staffing provisions, and any suggestions made by the bidder to improve the Terms of Reference. The Contracting Authority or Delegated Contracting Authority and/or the Contracting Authority and the bidder shall then finalize the Terms of Reference, staffing provisions, and bar charts indicating activities, personnel, time spent on-site and at headquarters, work time in months, logistics, and reporting conditions. The agreed work plan and finalized Terms of Reference shall then be incorporated into the "description of services;" which

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forms part of the contract. Special attention must be paid to obtaining the maximum the selected bidder can offer within the available budget and to clearly defining the information that the Contracting Authority or Delegated Contracting Authority must provide to ensure the successful execution of the mission.

30.3. The financial negotiations aim, among other things, to clarify (if applicable) the bidder's tax obligations in the Republic of Cameroon and how they are addressed in the contract. They also include the agreed technical modifications and their impact on the service cost. In any case, the financial impact of modifications on the bid must not exceed fifteen percent (15%) of the original offer.

30.4. Having based the selection of the bidder, in part, on the evaluation of the proposed specialist staff, the Contracting Authority or Delegated Contracting Authority intends to negotiate the contract based on the experts whose names are listed in the proposal. Prior to negotiating the contract, the Contracting Authority or Delegated Contracting Authority shall require assurance that these experts are actually available. No substitution of personnel shall be considered during negotiations unless both parties agree that the substitution was necessitated by significant delays in the selection process or that the substitution is essential for the achievement of the mission's objectives. If this is not the case, and it is established that the bidder proposed a key person without ensuring their availability, the bidder may be disqualified.

**30.5.** Any negotiation, regardless of its outcome, must be documented in a report signed by both parties, with a copy sent to the public procurement regulatory authority. If negotiations fail, the Contracting Authority or Delegated Contracting Authority shall invite the bidder whose proposal was ranked second to negotiate.

## Article 31: CORRECTION OF ERRORS

- 30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- a. Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- b. If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- c. Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected, and the bid bod may be seized.

## Article 32: CONVERSION INTO A SINGLE CURRENCY

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

#### Article 33: CONDITIONS OF APPLYING NATIONAL PREFERENCE

33.1 When awarding a contract as part of an international competitive bidding process, a preference margin is granted, for bids deemed equivalent and in order of priority to bids submitted by:

a) A natural person of Cameroonian nationality or a legal entity governed by Cameroonian law;

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- b) A company whose capital is wholly or majority-owned by persons of Cameroonian nationality;
- c) A natural person or legal entity justifying economic activity within the territory of Cameroon;
- d) A consortium of companies including Cameroonian enterprises.
- 33.2 Bids are considered equivalent when they meet the required technical conditions.
- 33.3For works contracts, the national preference margin is ten percent (10%).
- 33.4 National preference can only be applied if it is provided for in the tender documents.

#### F. AWARD OF CONTRACT

# Article 34: AWARD

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall decide either to publish the results or request for re-examination. If the Contracting Authority decides to publish the results, he shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates, that is, in function of the provisions of the Special Regulations of the invitation to tender

If bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot. In this case, the lowest bid shall be determined by evaluating the offers with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot. Hence, any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest. This is carried out by careful study on the unit prices, the bill of quantities and cost estimates and the sub detail of prices presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. As concern the procedure for the award, it shall consist of:-

- \* The preparation, thorough verification and awarding of the contract according to the rules and procedures defined by the legislation in force for Public contracts to enable effective execution.
- \* The winner shall be notified through his official address or public media. He/she shall in two (02) days fulfil the formalities related to the awards, especially to submit at least five (05) copies of the proposed contract to the office of the Contracting Authority for transmission to the tenders Board for study and observations in order for the final version to be established, into which the winner shall enter and be signed by the Contracting Authority after the finance visa.

NB:

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her
  chance which shall later on be simply annulled without further notice and the next bidder in the ranking
  shall be called in for replacement.
- Once the Contracting Authority has signed the contract (Jobbing Order), the contractor shall be notified. The contractor shall ensure that he contacts the Project Engineer as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree Nº: 2018/366 of 20th June 2018 instituting the Public Contracts Code.

ARTICLE 35: THE RIGHT BY THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE

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The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts when the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

# Article 36: NOTIFICATION OF AN AWARD OF CONTRACT

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

# Article 37: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.

As well, the Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

- (a) After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- (b) After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- (c) In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the publication of the results.

# Article 38: SIGNING OF THE CONTRACT

The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts. As well, the Contracting Authority must be notified the successful bidder of the signed contract within five (5) days of its date of signature.

# Article 39: FINAL BOND

The retention guarantee or performance bond is not required for contracts involving unquantifiable services and intellectual services.

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

# SPECIAL REGULATIONS OF THE INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE)
N°07/ONIT/PPRD-NWSW/STB/2025 OF 14/05/2025 FOR THE STUDY ON THE EXECUTION
MODALITIES OF THE HOUSING SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS.

	GENERAL					
1	Definition of works: The works involved in the execution of the project shall consist of a number of tasks for the study on the execution modalities of the housing support in the North West and South West Regions.					
	Name and address of the Contracting Authority: President of Steering Committee of the PPRD NW-SW.  The works consist of the Study on the execution modalities of the housing support in the North West and South West Regions.					
	Reference of Invitation to tender: Open National Invitation to Tender (Emergency Procedure) for the study on the execution modalities of the housing support in the North West and South West Regions.					
	NB: Information on the works to be carried out is detailed in the Terms of Reference enclosed in the Special Technical Specifications.					
2	Execution deadline: Ninety (90) days/ (Three (03) months )					
3	Source of financing: 2025 Public Investment Budget of the President of Steering Committee of the PPRD NW-SW.					
	Budget head: 59 B1 976 01 650001 361330					
4	List of pre-qualified candidates, not applicable					
5 6	Origin of, supplies and equipment: The works shall be approved by the Contract Engineer.  In the case of a consortium of companies, each member of the consortium must submit a complete administrative					
•	file, with the documents "Bank domiciliation certificate (except in the case of a joint venture), Receipt of purchase of the Tender Document, and Bid bond" referred to in point 10.					
7	Site visit: Each bidder is advised to visit and inspect the site of the services and its surroundings, and to obtain for themselves, and under their own responsibility, all the information that may be necessary for the preparation of the bid and the execution of the studies. The costs related to the site visit shall be borne by the Bidder.					
8	Additional information: Additional information may be obtained during working hours at the PPRD Head Office, Bastos, Yaounde, or through any other electronic communication means indicated by the Contracting Authority. Requests for clarification may be made no later than 5 days before the deadline for submission of tenders. Clarification requests must include the name and full address of the bidder and be sent to the following address: PPRD, Bastos Yaounde. (email: procurementmanager@pprdnwsw.org)					
9	Language of submission of tender is English or French.					
10	The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:					
	A) Administrative Documents     B) Technical Documents     C) Financial Documents					
	10.1 External envelope: Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.					
	OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N°07/ONIT/PPRD/STB/2025 OF 14/05/2025 FOR THE STUDY ON THE EXECUTION MODALITIES OF THE HOUSING SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS.					
	(To be opened only during bids opening session)					
	N.B: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.  10.2 Internal envelopes					

Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labelled.

A. <<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>> AND SHALL CONTAIN THE ADMINISTRATIVE DOCUMENTS OF THE ENTERPRISE.

THESE DOCUMENTS SHALL BE ORIGINAL, OR COPIES CERTIFIED BY COMPETENT AUTHORITIES NOT MORE THAN THREE MONTHS.

#### ADMINISTRATIVE DOCUMENTS:

A.1 Declaration of intention to tender stamped with the tariff in force (written by the bidder).

A.2 A bid bond and receipt from Deposits and Consignments Fund (CDEC) issued by a bank establishment or any financial institution approved by the Minister in charge of Finance as per the following lots:

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	Nature of service	es:		BID Bond (CFAF)
Study on the execution r	modalities of the housing	g support in the North	West	4 000 000
Region and South West	Region.			1,000,000

NB: A bid bond presented by a bidder during the bid opening session shall not be accepted. It must be valid for up to thirty (30) days beyond the initial validity date of the tenders.

A.3 Certified Copy of the Business Registration, not more than three months old.

A.4 A notarised protocol of agreement specifying the representative where applicable. (Joint and several liability groupings will be given preference).

A.5 Power of Attorney where applicable.

A.6. Attestation of fiscal conformity (Tax clearance) issued by the Tax administration.

A.7 Certificate of non-bankruptcy established by the Court, not more than three (03) months.

A.8 Attestation of bank account of the bidder, issued by a banking establishment or financial institution approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months.

A.9 Receipt of purchase of the tender file issued by BICEC Bank at the sum of FCFA 60 000.

A.10 An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP).

A.11 An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.

# NB:

In the case of a joint-bid, each member of the association must submit a complete administrative file, with documents A1, A2, A8, and A9 submitted only by the representative of the association.

Failure to comply with the requirements will result in rejection. The required documents in the administrative file must be submitted in their original form or as certified true copies issued by the originating service or the competent administrative authority, in accordance with the provisions of the Special Regulations of the Invitation to Tender. They must be valid as of the original deadline for submission of bids.

The administrative files should be separated by colour sheets. The absence or the nonconformity of one of these documents will result to the elimination of the offer.

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B. THE SECOND INTERNAL ENVELOPE SHALL BE LABELLED << ENVELOPE: B;</p> DOCUMENT>> AND SHALL CONTAIN THE FOLLOWING:

# **TECHNICAL DOCUMENTS:**

1- Letter of submission of technical offer



2- A brief description of the Candidate and an overview of their recent experience in similar assignments. For each assignment, this summary must notably indicate the characteristics of the proposed personnel, the duration of the assignment, the contract amount, and the Candidate's share in the project.

References must be accompanied by supporting documents, namely:

- Copies of the first and last pages of the contract initialled and last page signed:
- Final or provisional acceptance report initialled and last page signed;
- Certificate of satisfactory completion, if applicable, signed by the Contracting Authority;
- Any other supporting documents, to justify similar works.

In the context of awarding contracts that fall within the threshold of purchase orders, and where explicitly stated in the consultation documents, the references of the promoter or a technical manager of a newly established national Small and Medium Enterprise may substitute those of the legal entity when the latter does not yet meet the required number of years of experience or references.

- 3- Any comments or suggestions regarding the Terms of Reference and the data, services, and facilities to be provided by the Contracting Authority or the Delegated Contracting Authority;
- 4- A description of the proposed methodology and work plan to carry out the assignment;
- 5- Composition of the team proposed as per speciality and tasks assigned to each member and their schedule (calendar)

NB: Attach for each personnel proposed, a copy of highest certificate and justifications of experiences such as:

- Certified true copy of the certificate which is less than 3 months old;
- Attestation of presentation of originals of certificate;
- Attestation of registration in the national order where applicable;
- Attestation of availability signed and dated by the experts;
- Copy of the work contract; of the expert:
- Certification obtained by the experts, where applicable.

NB: All the above mentioned files should be in conformity, signed and dated less than 3 months old.

Attach the recently signed Curriculum vitae by the experts proposed and the representative of the authorised consulting firm to submit the proposal. In addition to the information, include for each experts, the number of years of experience of the candidate and the scope of responsibilities carried out within the framework of the diverse missions for the last five years.

- 6- The estimated staff inputs (senior staff and support personnel, time required to complete the assignment). justified by bar charts showing the expected working time for each team member.
- 7- A detailed description of the method of allocations of personnel, and envisaged monitoring and evaluation strategy of the team.
- 8- Attestation of non-abandonment of works for the last three years
- 9- The Integrity Charter.
- 10- The Declaration of Commitment to comply with social and environmental clauses.
- 11- Special Technical Clauses initialled in all the pages and last page signed (with mention "read and approved")
- 12- Special Administrative Clauses filled, each page initialled and last page signed (with mention "read and approved").
- 13- Terms of Reference, each page initialled and last page signed (with mention "read and approved").

- 14- Materials to be mobilized:
- 15- Provide the list of equipment to be used in the execution of the project.
- Proof of ownership for the equipment and tools, i.e. registration certificates or performance invoices for equipment that are to be hired and purchase receipts for tools and carte grises of vehicles; proof of renting
- Description of equipment (giving mark, registration ,etc)
- Evidence of normal functioning of equipment.
- A statement of present location of equipment.



The Bidder must provide proof that they own or lease the following equipment.

NB: Failure to accept the contract clauses will result in the elimination of the bidder.

#### C. ENVELOPE C: FINANCIAL DOCUMENT

## THE FINANCIAL DOCUMENTS SHALL CONTAIN ONE ENVELOP PLACED IN A SEALED PACK AND LABELLED << FINANCIAL DOCUMENT>>

#### The envelop labelled <<FINANCIAL DOCUMENT>> includes the following files:

- i. A submission letter, signed, dated and stamped. (see ANNEXURE)
- ii. The tables of the Unit price of the personnel, fees, and other allowances, (each paged initialled and last page signed with dated mentioned.
- iii. The bordereau of unit prices, each page initialled, last page signed and dated.
- iv. The detailed cost estimate dated, each page initialled and last page signed.
- v. The allocations of cost and remunerations per activity, each page initialled, last page signed with date.
- vi. The Sub details of prices, each page initialled and last page signed with date.

The bidder must submit the electronic or digital copy of the financial offer in three copies: one to the Chairperson of the Tenders Board, one to the Subcommittee for Analysis, and one to the ARMP. In the event of any discrepancies between the electronic version and the hard copies, the physical (hard) copies shall prevail.

N.B The various parts of the same file must obligatorily be separated by colour dividers both the original and in the copies in a way as to facilitate examination. They bidders are required to use only the model forms provided in the tender file.

#### 11 The key personnel and experience:

#### Team Leader (01)

- Hold a Master's Degree (BAC+5) in Urban Development, architecture, economics or any similar domain;
- Proof of enrolment in a National Order is an asset:
- Have at least ten (10) years of experience in construction, rehabilitation and renovation of houses;
- Justify at least three (03) years experience in working in a crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

#### Expert in Sociology/Anthropology (02)

- Holder of at least a Bachelor's Degree (BAC+3) in Sociology or anthropology:
- Have at least five (5) years of experience in housing analysis;
- Justify at least one (01) year of experience in working in a crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

#### Expert in Economics (02)

- Holder of at least a Bachelor's Degree (BAC+3) in economics or similar domain;
- Have at least five (5) years of experience in socioeconomic analysis;
- Justify at least one (01) year of experience in participating in socioeconomic analysis in crisis context
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;





Knowledge of PPRD intervention is an asset.

#### Expert in Architecture (02)

- Holder of at least a Bachelor's Degree (BAC+3) in Architecture;
- Proof of enrolment in the National Order of Architects is an asset;
- Have at least five (5) years of experience in reconstruction, construction and designing of houses;
- Justify at least one (01) year of experience in participating in reconstruction in crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

#### Expert in Civil Engineering (02)

- Holder of at least a Bachelor's Degree (BAC+3) in Civil Engineering;
- Proof of enrolment in the National Order of Civil Engineers is an asset;
- Have at least five (5) years of experience in Civil engineering;
- Justify at least one (01) year of experience in participating in reconstruction in crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

#### Legal Expert (02)

- Holder of at least a Bachelor's Degree (BAC+3) in Law;
- Have at least five (5) years of experience in Land disputes and resolution;
- Justify at least one (01) year of experience in working in a crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

NB: considering that the services are to be executed in the two regions (North West and South West) the Consulting firm will provide two teams as follows.

Category	North West	South West	Total Joseph
Team leader	1		1
Expert in Sociology/Anthropology	1	1	2
Expert in Economics	1	1	2
Expert in Architecture	1	1	2
Experts Civil Engineering	1	1	2
Legal Expert	1	1	2
Total	11		

NB: The Team leader will supervise and report on the activities carried out in the two regions in collaboration with the other members.

12 Taxes: The prices offered must be quoted inclusive of all taxes [Indicate here, where applicable, any specific exclusion of taxes, duties or levies that may be permitted in the offer price. This Clause must comply-with-the CCAP].

13 TYPE OF SUBMISSION: Offline bidding

14 BID PRICE AND CURRENCY

The price of the contract shall [not] be revisable. [Contracts whose duration is less than twelve (12) months cannot be the subject of price revision].

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The Currency of payment: This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the services in the present Invitation to tender. The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit Schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition in force in the Republic of Cameroon at the handover date of the offers.

- Period of validity of the offers: The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers. If at the end of this period, the contract was not notified to him, the bidder will be able. either to cancel his offer, or to ask for a new negotiation of the unit prices.
- Final Bond: The final Bond is fixed at five percent (5%) of the initial amount of the services envisaged. The final bond must be constituted within 20 (twenty) calendar days following notification of the contract and, in any case, before first payment. The validity of the final bond must cover the period for the delivery of services up to their provisional acceptance. The final bond shall be refunded after a release order issued by the Project Owner with effect from the final acceptance of the works, or from the provisional acceptance where the contract has such period.
- Date and latest time of deposit of offers: The offers will have to arrive under closed fold and sealed latest 16/06/2025 at 1 pm, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address: PRESIDENT OF THE STEERING COMMITTEE OF THE PPRD NW-SW. Beyond this time no offer will be received nor accepted.
- A number of copies of the offer which must be filled and sent: The tender and all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his file inside a sealed outer jacket being marked:

OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N°07/ONIT/PPRD/STB/2025 OF 14/05/2025 FOR THE STUDY ON THE EXECUTION MODALITIES OF THE HOUSING SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS (TO BE OPENED ONLY DURING THE BID OPENING SESSION)

Shall be declared inadmissible and rejected by the Tenders Board:

- Any bid submitted in insufficient number or in copies only;
- Envelopes bearing information revealing the identity of the bidders;
- Envelopes received after the deadline date and time for submission;
- Envelopes without indication of the Invitation to Tender reference;
- Envelopes not complying with the prescribed mode of submission;
- Any bid that does not comply with the requirements of the Tender Document (DAO);
- Absence of the bid bond issued by a bank establishment or financial institution authorised by the Minister in charge of finance to issue such bonds in the field of public procurement, or failure to comply with the prescribed templates
- Failure to include any of the documents required in the Tender File shall result in the outright rejection of the bid with no possibility of appeal.
- A bid bond that is submitted but unrelated to the tender in question shall be deemed as not provided.
- A bid bond presented by a bidder during the bid opening session is inadmissible.
- Opening of the tenders: The opening of the Bids will be carried out in the conference room of the PPRD at Bastos Yaounde on 16/06/2025 as from 2pm, by the Special Tenders Board sitting in the presence of the duly elected

bidders or their representatives and having a good knowledge of the file. **EVALUATION GRILL** 20

Bids shall be evaluated using the following criteria, for each lot selected by the bidder: It being and erstood that a criterion may not be both eliminatory and essential.

MAIN ELIMINATION CRITERIA

Bidders shall be eliminated following the criteria below:

Description	YES	NO
Failure to produce, after the deadline of 48 hours following the opening of bids, a document in		
the administrative file that is deemed to be non-compliant or missing (except the bid bond)		
Absence or insufficient stamped Bid bond and receipt from Deposits and Consignments Fund (CDEC)		•
False declaration or falsified documents		
A technical score below 70 points out of 100 points after analysis of technical document	<del>                                     </del>	
Incomplete Financial file (BOQ, Unit price, financial tender letter)		
Omission of a unit price	<del>                                     </del>	
Non-Compliance with the major technical specifications		
Absence of the sworn statement for not having abandoned contracts during the last three years		
Absence of own or hired minimum equipment		
Absence of integrity charter dated and signed		_
Absence of a dated and signed commitment statement to comply with environmental and social clauses.		
Absence of Special Technical Clauses initialled in all the pages and last page signed (with mention "read and approved")		
Absence of Special Administrative Clauses filled, each page initialled and last page signed (with mention "read and approved").		
Absence of Terms of Reference, initialled in all the pages and last page signed (with mention read and approved).		
II- MAIN (ESSENTIAL) QUALIFICATION CRITERIA	PC	DINTS
ne procedure for analysing the technical and financial offers received will take place in two (02) stage		
<u>ep 1</u> = Evaluation of technical offers out of 100 points: This evaluation will be made in accordance slow:	e with t	he crite
Firm References		
- Number of studies realised in the field (20)		30
- Number of years of experience of the Firm (10)		
Experts Qualifications		
- Diplomas (10)		15

Delow:	
Firm References	
- Number of studies realised in the field (20)	30
- Number of years of experience of the Firm (10)	
Experts Qualifications	
- Diplomas (10)	15
- Overall experience (05)	
Experts skills	
- Professional experience (05)	25
- Experience in similar work (03 references at least) (10)	25
- Language (10)	
Understanding of the ToRs and compliance of the proposed methodology and work plan	"
with the terms of reference	
- Note of understanding of the TOR of the mission (10 points)	30
- Methodological approach (15 points)	A CONTRACTOR OF THE PARTY OF TH
- Work plan in line with the methodology (05 points)	
Total points	100

NB: The minimum score required to qualify for financial analysis is 70%.

Step 2 = rating of financial offers.

It should be noted that only financial offers relating to technical offers having obtained at least <u>70/100</u> of the total points assigned to the technical offer will be considered.

Lowest financial proposal will receive a financial score of 100 points.

The formula to be used for the calculation of the financial score will be the following:

Financial score =  $100X \frac{\text{Price of the cheapest offer}}{\text{Price of the offer considered}}$ 

The choice of the economically most advantageous offer will result from a weighting of the technical quality and the price of the offers according to a 70/30 distribution key.

The overall score of the offer = 70% x technical score + 30% x financial score.

The bid that obtains the highest total score, calculated by adding the points from the technical and financial evaluations, will be declared the winner of the contract.

#### AWARD OF THE CONTRACT

- Award of the contract: The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the bid with the lowest offer, essentially conforming to the regulations of the Tender File, having satisfied to 100% of all the eliminatory criteria and at least 70% of the essential criteria. The decision of award of the contract will be published by press release or any other means of publication as per the public contracts code.
  - If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible. To this end, it is specified that a bidder cannot claim to be compensated, if action is not taken on his offer. The contracting authority reserves the right not to act on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.
- Ethical Principles: The Presidents and Members of the committee, the Bidders, and all other participants in the procedure must observe at all times the highest standards of professional ethics. They must, in particular, refrain from any form of corruption or other fraudulent practices. Under this principle, the above terms are defined as follows: (i) A person is guilty of "corruption" if they offer, give, solicit, or accept, directly or indirectly, any kind of benefit with the aim of influencing the actions of a public official during the awarding or execution of a contract or purchase order; (ii) A person is also guilty of "corruption" if they provide, solicit, or accept multiple bids submitted by the same bidder under different and/or registration numbers: company (iii) A person engages in "fraudulent practices" if they distort or misrepresent facts in order to influence the awarding or execution of a contract or purchase order to the detriment of the Contracting Authority=or=the\_Delegated Contracting Authority. Fraudulent practices notably include any collusion or arrangement between bidders (before or after the bid submission) aimed at artificially maintaining quotation prices at levels that do not reflect those resulting from free and open competition, thereby depriving the Contracting Authority or the Delegated Contracting Authority of the benefits of such competition.

Document No. 4:
Special Administrative Conditions
(SAC)

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#### Chapter I: General

#### Article 1: Subject of contract

The subject of the Open National Invitation to Tender (Emergency procedure) is for the study on the execution modalities of the housing support in the North West and South West Regions.

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

The contract shall be awarded following an Open National Invitation to Tender in accordance with Decree Nº: 2018/366 of 20th June 2018 instituting the Public Contracts Code.

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

#### 3.1 General definitions:

- The Contracting Authority: shall be the President of the Steering Committee of the PPRD NW-SW. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer (Head of the Regional Branch of PPRD in the NW-SW), hereinafter
  referred to as the Engineer. He/she shall be in charge of approbation of execution documents,
  supervising and controlling the technical execution of the works. He shall as well ensure he plays his
  roles spelled out in the Administrative Conditions and prepare documents for payments.
- The Project Officer: shall be the Procurement Manager PPRD, ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The authority in charge of the effective execution of the works: the Ministry in charge of Public Contracts.
- The Contractor shall be [to be specified], he ensures the execution of the contract as per the technical specifications.
- 3.2 Security: This contract may be used as security subject to any form of transfer of debt.

#### In this case:

- The authority in charge of ordering payment shall be the President of the Steering Committee of the PPRD NW-SW.
- The authority in charge of the clearance of expenditures shall be the Finance Controller of the PPRD.
- The body or official in charge of payment shall be the Specialized Treasury of the PPRD.
- The Project Officer shall be responsible to furnish information within the context of execution of this
  contract.

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

- 4.1 The language to be used shall be [English and/or French].
- 4.2 The service provider shall be bound to observe the laws, regulations and ordinances in force in Cameroo both within his own organization and in the execution of the contract.

ordinances in force in Cameroon

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

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

The constituent contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the finalized Terms of Reference or description of services;
- 3) The Special Administrative Conditions (SAC):
- 4) The Terms of Reference or description of services:
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- The execution schedule or plan of action etc [insert and indicate, where necessary the names and references].
- The General Administrative Conditions applicable on services and intellectual services contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract [insert and indicate, where need be, names and references].

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

This contract shall be governed by the following general instruments:

- Law N° 2018/011 of 11 July 2018 to lay down the Cameroon Code of Transparency and Good Governance in public finance management.
- Law N° 2018/012 of 11 July 2018 relating to fiscal regime of the State and other public entities.
- 3. Law No. 2024/013 of 23 December 2024 the finance law of the Republic of Cameroon for the 2025 financial year.
- 4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency modified by Decree N°2012/076 of 08 March 2012.
- 5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts.
- 6. Decree No. 2011/408 of 9 December 2011 on the organization of the Government.
- 7. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code
- Order No 075/CAB/PM of 30 July 2024 on the reorganization of the PPRD NW-SW;
- Circular No. 000019/LC/MINMAP of 05 June 2024 concerning the modalities of constitution, deposit, conservation, restitution and withdrawal of guarantee on Public Contracts;
- 10. Circular N° 00013995/C/MINFI of 31st December 2024 bearing instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the Budgets of the state and other public entities for the 2025 financial Year.
- 11. Applicable standards.
- 12. Other instruments specific to the domain concerned with the contract

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

- 7.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
  - a. In the case where the service provider is the addressee:



Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;

- b. In the case where the Project Owner is the addressee: Sir/Madam [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, and Contract Engineer, where need be, within the same deadline.
- c. In the case where the Contracting Authority is: Sir/Madam [specify] with a copy addressed within the same deadline to the Project Owner. Contract Manager, Contract Engineer and Project Manager, where applicable

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

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

- The Administrative Order to start execution shall be signed by the Contracting Authority (and notified 8.1 to the service provider by the Project Owner with a copy to the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the service provider with a copy to the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the services shall be signed directly by Contract Manager and notified to the service provider by the Contract Engineer or Project Manager (where applicable).
- Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the 8.4 service provider by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the service provider with a copy to the Project Owner, Contract Manager, and Contract Engineer.
- The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order 8.6 received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.7 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

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

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

The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [specify] . (NOT APPLICABLE)

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

Any modification, even partial, made to the technical bid shall only occur after the written approval of 10.1 the Project Owner or Contract Manager. In case of modification, the service provider shall have himself replaced by a member of staff of equal competence (qualifications/and experiences)?



- 10.2 Any unilateral modification on the supervisory staff made in the proposed equipment and personnel prior to and during the execution of services shall be a reason for termination of the contract as mentioned in article 35 below or the application of penalties.
- 10.3 Any modification shall be notified to the Contracting Authority.

#### Chapter II: Financial conditions

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

#### 11.1 Final bond

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

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

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

#### 11.2 Performance bond

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

#### 11.3 Guarantee of start-off advance

The Contractor may through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a "start-off" advance or advance "for services". The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial contract price (i.e. all taxes inclusive) but the advance must be guaranteed at 100% by a Bank establishment or financial institution recognized by the Ministry in charge of Finance.

#### Article 12: Amount of the contract (GAC supplemented)

	nt of this contract as it emerges from the attached [detail or estimates] is (In letters) CFA francs Inclusive of All Taxes; that is:
	- Amount exclusive of VAT:() CFA F - Amount of VAT:() CFA F Amount of TSR and/orCFA F - Net to be paid= EVAT-TSR and/or AIR
Article_13:	Place and method of payment (GAC supplemented)
	t Owner shall release the sums due in the following manner:  For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to accoun No opened in the name of the service provider in thebank.
b.	For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No opened in the name of the service provider inbank.
Article 14:	Price variation (Article 20 of GAC)  1 Prices shall be firm. The Contractor's prices stated on the unit price schedule shall be

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Republic of Cameroon during the month preceding that of submission. A submission account made to the service provider as advances shall not be revisable.

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considered as having been set on the basis of the economic conditions prevailing in the

- Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.
- 14.2 Price updating modalities (where applicable).

[It is not authorised to provide for price-updating where the contract includes price revision. The price is either updatable or revisable.

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

In respect to the maximum works execution deadline of three months defined in the tender, the prices shall be concluded firm and so shall be final and unchangeable. As well the contract arising from this tender shall not be subject to price revision.

Note should be taken that the contract amount that shall arise from this tender shall be lump sum. Hence, possible differences noticed for each type of structure or each element of the structure between the quantities in the cost estimates and the quantities effectively executed shall not lead to the modification of the said contract amount. This applies to errors that the cost estimates may include. The contract shall be paid on the basis of approved plans by the contracting parties.

## Article 16: Price updating formulae (article 21 of the GAC) Not applicable)

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

- 17.1 The Project Owner [shall (not)] grant a start-off advance [equal to 20% of the amount of the contract].
- 17.2 This advance whose cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment or financial institution governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 17.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
- 17.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 17.5 The possibility of granting advances must be expressly stipulated in the Tender File and the Project Owner must indicate if he is committed or not to pay advances and if yes in what capacity.

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

- 18.1 Establishment of services executed before the 30th of each month, the service provider and the Contract Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and likely to give entitlement to payment.
- 18.2 Monthly detailed account. No later than the fifth (5th) of the month following the month of the services, the service provider shall hand over to the Contract Engineer two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of PPRD NW SW and the Ministry in charge of Finance. Only the amount exclusive of VAT shall be paid to the contractor as follows:

- [100-1.1 and/or (7.5 or 15%)] paid directly into the account of the contractor
- 1.1 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

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#### (These rates may vary with the regulations in force).

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

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

(Indicatively for contracts with lump sum payments)

Scheduling of the payment

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

Approval of the provisional report

Within 15 days following its provisional approval

60%

Approval of final report

40%

The detailed accounts in six (6) copies shall be presented by the service provider in CFA francs (or in CFA francs and in hard currency, where applicable) to the Contract Engineer accompanied by the request for payment.

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

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

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

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

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

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

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

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

#### A. Penalties for delay

- 20.1 The amount for penalties for delays shall be set as follows:
  - a. One two thousandth (1/2000<sup>th</sup>) of the initial contract amount inclusive of all taxes per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
  - b. One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
- 20.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract with its additional clauses inclusive of all taxes.
- B. Specific penalties [amount to be indicated]
  - 20.3 Independently of penalties for overrun of contractual time-limit, the service/provider shall be liable for the following special penalties for the non-observation of the provisions of the contract, especially:

- ii. Late submission of final bond;
- iii. Late submission of insurances:

iv. Late submission of the draft execution schedule if he the lateness is caused by the service provider.

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

- 21.1 After completion of the services and within a maximum time-limit of 15 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of services effectively provided and which detailed account summarises the total sums to which the service provider may be entitled as a result of the execution of the whole contract.
- 21.2 Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager.
- 21.3 Indicate the time-limit available to the contractor to return the signed final detailed account.

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

- 22.1 Indicate the time-limit available to the Contract Manager or the Contract Engineer to establish the general detailed account and forward to the service provider.
- The Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:
  - the final detailed account.
  - the balance
  - the summary of monthly payments on account.

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

22.3 Indicate the time-limit available to the service provider to return the signed final detailed account.

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

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

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

All taxes inclusive prices means VAT included.

#### Article 24: Stamp duty and registration of contracts (article 20 of GAC)

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

#### Chapter III: Execution of services

#### Article 25: Nature of services

The services concerns the study on the execution modalities of the housing support in the North West and South West Regions.

Article 26: Execution time-limit of the contract (article 20 of GAC)

26.1 The time-limit for the execution of the works forming the subject of this contract shall be three (03)months.

26.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the service [or that fixed in this Administrative Order- to be specified].

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

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

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

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

- 28.1 The service provider shall execute the services and fulfil his obligations in a diligent, efficient and economic manner in accordance with the standards, techniques and practices generally accepted in his domain of activity.
- 28.2 During the duration of the contract, the service provider shall not be committed directly or indirectly in professional or contractual activities likely to compromise his independence in relation to the mission devolving on him.
- 28.3 In case of conflict of interest caused by a member of his mission team, the service provider shall indicate it in writing to the Contracting Authority and must replace the expert in question involved in the project or contract.

Conflict of interest shall be understood as any situation in which the service provider could benefit directly or indirectly from a contract awarded by the Contracting Authority by whom he is consulted or any situation in which he has personal or financial interests sufficient to compromise his impartiality in the accomplishment of his functions or likely to affect his judgment unfavourably.

28.4 The service provider is bound by professional secrecy in relation to third parties with regard to information, knowledge, documents gathered or brought to his knowledge during the execution of the contract.

In this regard, documents established by the service provider during the execution of the contract cannot be published or communicated without the approval of the Contracting Authority.

- 28.5 During the submission of the final report, the service provider shall be bound to return all documents borrowed the Contracting Authority.
- 28.6 During the execution of the contract and for six (6) months after, the service provider as well as his associates and sub-contractors shall refrain from providing goods or services to the Contracting Authority resulting from the services or closely related to them (except for the performance of the services or its continuation.
- 28.7 The service provider shall bear the professional costs and coverage of risks or illness or accident within the context of his mission.
- 28.8 The service provider shall not modify the composition of the team proposed in his technical bid without the written approval of the Contracting Authority.

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

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

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

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

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

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

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

- Either the indication "GOOD FOR EXECUTION";

- Or the indication of their rejection including the reasons for the said rejection.

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

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

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

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

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

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

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

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

#### Chapter IV: Acceptance

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

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

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

- The Project Owner or Representative.......Chairperson

- The Project Engineer PPRD (Regional Heads)......Secretary

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-	The Procurement Manager, PPRD	Member
	The Contractor	
	The Infrastructure Manager PPRD	
	The Representative of MINDHU of the NW-SW	
	The Representative of MINMAP of the NW-SW	

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

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

During acceptance, the committee shall examine the reports of the pre-technical and technical acceptances and carry on the acceptance if appropriate. The Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works;
- Acceptance of works with reserve;
- Acceptance of works without reserve.

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

In the event of circumstances beyond the contractor's control, the contractor shall only be relieved of his responsibilities if he notifies the PPRD NW SW in writing of his intention to evoke circumstances of force majeure within 15 days of the occurrence of the event. The PPRD reserves the right to appreciate the circumstances of the force majeure.

#### Chapter V: Sundry provisions

#### Article 36: Termination of the contract (article 74 of the GAC)

The contract may be terminated as per article 180-183 of Decree NO. 2018/366 of 20th June 2018 to lay down the Public Contracts Code; and the following special conditions:

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

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

Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

#### Article 38: Production and dissemination of this contract (GAC supplemented)

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

#### Article 39 and last: Entry into force of the contract

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

Document No. 5: Terms of Reference (ToR)

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#### REPUBLIQUE DU CAMEROUN PAIX - TRAVAIL - PATRIE

SERVICES DU PREMIER MINISTRE

COMITE DE PILOTAGE DU PLAN PRESIDENTIEL DE RECONSTRUCTION ET DE DEVELOPPEMENT DES REGIONS DU NORD-OUEST ET DU SUD-OUEST

UNITE DE COORDINATION



#### REPUBLIC OF CAMEROON PEACE - WORK - FATHERLAND

PRIME MINISTER'S OFFICE

STEERING COMMITTEE OF THE PRESIDENTIAL PLAN FOR THE RECONSTRUCTION AND DEVELOPMENT OF THE NORTH-WEST AND SOUTH-WEST REGIONS

COORDINATION UNIT

## TERMS OF REFERENCE FOR THE STUDY ON THE EXECUTION MODALITIES OF THE HOUSING SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS.

#### 1. CONTEXT AND JUSTIFICATION

The conflict in the North-West and South-West Regions has resulted in the severe deterioration of the already precarious living conditions of the communities of these regions. Housing units have been damaged leaving more people without homes and resulting in displacement and excruciating socio-economic difficulties. According to an assessment carried out by the PPRD NW SW, more than 17 000 houses have been destroyed since the beginning of the socio-political crisis in the two regions. Several villages were burned in both regions creating a highly stressed social environment and severely compromising the physical, psychological, social, and emotional well-being of the population.

Therefore, there is an urgent need to provide housing reconstruction support to restore the dignity and uplift the spirits of members of the community and invest in by addressing the needs of community members whose shelters have been partially or completely destroyed. This will take out pressure on housing demand in the sector by significantly increasing available space for long-term habitation, facilitating social integration and addressing inflationary pressures in housing within host communities. The housing initiative aims at facilitating the return and resettlement of displaced persons living in precarious conditions and restoring the destroyed property of households.

The destruction and loss of homes linked to the socio-political crisis in the South-West and North-West Regions is one of the most visible effects of the crisis. Housing is essential to the well-being and development of most societies. Housing is a complex asset, with links to livelihoods, health, education, security, social and family stability. Housing reconstruction is a more prominent part of programming after conflict and disaster in recovery efforts.

That is why the Project Document of the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions of Cameroon (PPRD), signed on 5th May 2020, registered the Reconstruction of Houses as the first activity listed in the Action Plan. The PPRD aims to support those involved in housing reconstruction—such as local authorities, NGOs, and community leaders—by offering clear, flexible, and actionable guidance. This helps ensure that reconstruction efforts meet the real needs on the ground. By highlighting the importance of material, financial, and technical support, the PPRD encourages decision-makers and field practitioners to integrate these forms of assistance into their recovery strategies, making reconstruction more effective, inclusive, and sustainable.

To achieve this, the present Terms of Reference (ToR) seek to conduct a multidisciplinary study of housing rehabilitation/reconstruction needs in the NW and SW Regions. This activity principally targets needs captured in the PPRD database. There is an existing database based on initial statistics and needs assessment conducted by PPRD National coordination and MINEPAT showing that thousands of households in both regions have been seriously affected.

This assessment brings together different experts to understand the situation better. Its findings will help guide a well-informed response to support hundreds of households in the North-West and South-West Regions. The experience gained will be used to improve and expand the support to other communities, using practical methods that work well locally. It will also set the stage for a second phase, where more people in selected areas will be identified for help, depending on available funding, how vulnerable they are, and the local security situation.

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#### 2. OBJECTIVE OF THE SERVICE

<u>Overall objective</u>: To carry out an in-depth multi-disciplinary study of beneficiary communities to inform the planning of the most feasible and practical intervention for housing support.

#### Specific objectives:

- Carefully analyse social, economic, cultural, sociological, technical, security, financial and logistical factors as far as the reconstruction of houses is concerned in the North-West and South-West regions.
- Identify the different options for the reconstruction of houses and make an analysis of the advantages and disadvantages
- Present the criteria to guide the choice of localities to be rebuilt and the conditions to be met to proceed with the reconstruction of houses
- Conduct Community readiness analyses in key locations (based on an agreed purposive sample) -
- Identify local capability, existing expertise and community readiness to appropriate activity/intervention across location (based on agreed purposive sample).
- Carefully analyse the practicality of alternative conflict-sensitive approaches to support delivery such
  as cash-for-work labour intensive modalities and other potential contractual modalities.
- Analyse and recommend checklist of build-back-better elements.
- Provide profile elements template in anticipation of phase 2 when assessments of individual houses will be carried out for funded interventions.
- Identify vulnerability elements to inform selection based on sampling techniques.
- Consult members of the regional follow-up committees for their input and ensure input is systematically captured in report.
- Proposed zones where interventions can begin in the near future on the basis of field studies.
- Answer the question: How should the PPRD provide housing support in the region under study based on a conflict-sensitive, community-centric, needs-based multidisciplinary analysis driven by the philosophy of providing local solutions to local problems?
- Reporting as required (including publication of magazine-style report prefaced by executive summary of findings)
- Examine aspects related to resettlement and land ownership
- Propose an alternative people who have already rebuilt their houses

#### 3. EXPECTED RESULT:

A comprehensive and evidence-based diagnostic report that provides actionable insights and practical recommendations to inform planning, prioritisation, and execution of housing reconstruction interventions in a conflict-sensitive, community-led, and sustainable manner.

- Carefully analyse social, economic, cultural, sociological, technical, security, financial and logistical factors as far as the reconstruction of houses is concerned in the North-West and South-West regions.
- ➤ Expected Result: Multi-dimensional situational analysis report covering barriers, enablers and contextual factors affecting reconstruction in the target regions.
  - Identify the different options for the reconstruction of houses and make an analysis of the advantages and disadvantages.
- ➤ Expected Result: Comparative matrix of reconstruction models with pros and cons (e.g., community-based, contractor-led, owner-driven), including contextual appropriateness.
  - Present the criteria to guide the choice of localities to be rebuilt and the conditions to be met to
    proceed with the reconstruction of houses.
- Expected Result: List of prioritisation criteria and threshold conditions (e.g. return of displaced populations security status, local governance, and accessibility) validated through consultations.
  - Conduct Community readiness analyses in key locations (based on an agreed purposive sample).

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- Expected Result: Readiness profiles of selected communities including willingness, social cohesion, risk perception, and basic enablers of reconstruction.
  - Identify local capability, existing expertise and community readiness to appropriate activity/intervention across location (based on agreed purposive sample).
- > Expected Result: Mapping of community-level human resources, skilled labour, traditional building techniques, and previous experience with reconstruction or development projects.
  - Carefully analyse the practicality of alternative conflict-sensitive approaches to support delivery such as cash-for-work labour intensive modalities and other potential contractual modalities.
- Expected Result: Feasibility analysis and recommendation note on delivery modalities including risks. benefits, and mitigation strategies from a conflict-sensitivity standpoint.
  - Analyse and recommend checklist of build-back-better elements.
- > Expected Result: Context-adapted "Build Back Better" checklist including disaster-resilient design, local material use, gender inclusion, and environmental considerations.
  - Provide profile elements template in anticipation of phase 2 -- when assessments of individual houses will be carried out for funded interventions.
- > Expected Result: Template or data collection tool for individual house profiling including damage assessment, occupancy, ownership status, and vulnerability indicators.
  - Identify vulnerability elements to inform selection based on sampling techniques.
- Expected Result: Vulnerability matrix and criteria (e.g., female-headed households, persons with disabilities, elderly, displaced) to support prioritisation of beneficiaries.
  - · Consult members of the regional follow-up committees for their input and ensure input is systematically captured in report.
- > Expected Result: Summary of feedback from regional committees integrated in final report with annexes showing minutes or thematic notes.
  - Propose zones where interventions can begin in the near future on the basis of field studies.
- Expected Result: List of priority intervention zones with justification based on readiness, accessibility. safety and need.
  - Liaise with UN Shelter Cluster for collaboration and experience sharing where need arises.
- > Expected Result: Record of collaboration efforts, meeting notes or technical exchange summaries with Shelter Cluster and other relevant stakeholders.
  - Answer the question: How should the PPRD provide housing support in the region under study based on a conflict-sensitive, community-centric, needs-based multidisciplinary analysis driven by the philosophy of providing local solutions to local problems?
- > Expected Result: Final strategic positioning paper answering the core question with recommendations structured around practicality, sustainability, and local ownership.
  - Reporting as required (including publication of magazine-style report prefaced by executive summary of findings).
- > Expected Result: Final deliverables including full report, executive summary, magazine-style publication for broad dissemination, and PowerPoint presentation for stakeholders.
  - Examine aspects related to resettlement and land ownership.
- > Expected Result: Analytical brief on land tenure systems, resettlement risks and opportunities, and proposed strategies to manage disputes and legal bottlenecks.
  - Propose an alternative for people who have already rebuilt their houses.
- > Expected Result: Detailed report including Bill of quantities and cost estimates, pictures of sites, technical specifications of the infrastructure to rehabilitated/constructed, detailed designs of buildings i.e. model architectural plans. Guidance note or support strategy (e.g. retrofitting assistance, in-kind material grants, recognition mechanisms) for self-rebuilt homes. Provide information on geotechnical/data where applicable.

#### 4. METHODOLOGY INDICATIONS

The study will be conducted by a consulting firm, under the supervision of the President of the Steering Committee of the PPRD.

The relevant State services should be consulted during this study, as well as regional and local authorities, representative of the state (SDO, Dos) devolved services, members of the Regional Follow-up Committees of the North-West and South-West.

The multidisciplinary study would be carried out using the following methodologies:

- Collect of the existing documentation on the PPRD, specifically documents related to need assessment on destroyed houses (database, rapid assessment...)
- Policy review and analysis of certain policy and legal frameworks on the subject matter
- Desk research on similar contexts/cases (housing support in ongoing conflicts)
- Qualitative and quantitative multidisciplinary analysis
- Socio-cultural, socio-economic, sociological and technical analysis
- Community Observation
- Community Key Informants
- Focus Group Discussions
- Household Key Informants
- Infrastructure/Facilities Visits

#### 5. ORGANISATION OF WORK

No.	Deliverable	Quality Criteria	Phase	Period of delivery	Means of Verification	Date of approval	Comments
1	Deliverable 1: Mission Comprehension and Methodology Report	-Relevance to mission objectives - Exhaustiveness -Quality of presentation	Phase 1: Preparatory Work	2 weeks	Approved document	-	-
2	Deliverable 2: State of Play and Updated Database	- Exhaustiveness - Relevance - Quality of presentation	Phase 2: Desk Review	2 weeks	Approved document	-	-
3	Deliverable 3: Mapping of Beneficiarles and Needs	-Clarity and completeness - Quality of presentation	Phase 3: Field Missions and Consultations	4 weeks	Approved document	<u> </u>	-
4	Deliverable 4: Provisional Assessment Report	-Clarity and completeness - Quality of presentation	Phase 4: Drafting of the Study Phase 5: Presentation of Preliminary Conclusions	3 weeks	Approved document	-	-
5	Deliverable 5: Final Assessment Report	-Integration of all comments - Quality of presentation	Phase 6: Incorporation of Feedback and Finalisation Phase 7: Submission of Final Report and Outputs	1 week	Approved document	elle Of CA	

The report must meet the following requirements:

- Detailed in-depth report of multidisciplinary study submitted in hard and soft copies (color).
- Hard copy of reports (in 10 copies) submitted in magazine-style format in color with photographs, data and illustrations where necessary (using PPRD logos)
- Executive three-page summary of report (10 copies) capturing key highlights and recommendations publish in color on glossy hard paper (front and back).
- Description of methodology and work progress in report.
- Provision of professional quality photos and other illustrations without exposing community members to risk.
- Clear and detailed evidence-based recommendation on how activity should be carried out in different parts of the region respecting socio-cultural, socio-economic, security, technical, logistical and vulnerability elements.
- Financial analysis of potential and practical estimated/average costs of support based on a stratified random sampling of beneficiary needs across the region.
- Architectural plans (plans, sections, 3D...) and Bills of Quantities.

#### 6. DURATION OF THE SERVICE AND SCHEDULE:

The duration of this task is three (03) months.

WEEK	i.	11		IV	ν	VI.	VII	VIII	ΙX	Х	·XI	XII
Work Scoping	基	1										
State of Play		腳	1	<b>W</b>								
Beneficiaries and Needs Mapping		1	3	**	称			M				
Provisional Report					35			24.5		*	4	
Final Report												

NB: each deliverable must be formally validated before the continuation of the study.

#### 7. QUALIFICATION OF CONSULTANTS

Each firm that has experience in same kind of studies is eligible.

Key Staff must comply with the following profiles:

#### Team Leader Team Leader (01)

- Hold a Master's Degree (BAC+5) in Urban Development, architecture, economics or any similar domain:
- Proof of enrolment in a National Order is an asset;
- Have at least ten (10) years of experience in construction, rehabilitation and renovation of houses;

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- Justify at least three (03) years experience in working in a crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

#### Expert in Sociology/Anthropology (02)

Holder of at least a Bachelor's Degree (BAC+3) in Sociology or anthropolog

- Have at least five (5) years of experience in housing analysis;

Justify at least one (01) year of experience in working in a crisis conte

Fluency in English and good working skills in French;

Knowledge of the Pidgin language is a strong asset;

Knowledge of PPRD intervention is an asset.

#### Expert in Economics (02)

- Holder of at least a Bachelor's Degree (BAC+3) in economics or similar domain;
- Have at least five (5) years of experience in socioeconomic analysis;
- Justify at least one (01) year of experience in participating in socioeconomic analysis in crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

#### Expert in Architecture (02)

- Holder of at least a Bachelor's Degree (BAC+3) in Architecture;
- Proof of enrolment in the National Order of Architects is an asset;
- Have at least five (5) years of experience in reconstruction, construction and designing of houses;
- Justify at least one (01) year of experience in participating in reconstruction in crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

#### Expert in Civil Engineering (02)

- Holder of at least a Bachelor's Degree (BAC+3) in Civil Engineering;
- Proof of enrolment in the National Order of Civil Engineers is an asset;
- Have at least five (5) years of experience in Civil engineering;
- Justify at least one (01) year of experience in participating in reconstruction in crisis context;
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

#### Legal Expert (02)

- Holder of at least a Bachelor's Degree (BAC+3) in Law;
- Have at least five (5) years of experience in Land disputes and resolution;
- Justify at least one (01) year of experience in working in a crisis context:
- Fluency in English and good working skills in French;
- Knowledge of the Pidgin language is a strong asset;
- Knowledge of PPRD intervention is an asset.

NB: considering that the services are to be executed in the two regions (North West and South West) the Consulting firm will provide two teams as follows.

Category	North West	South West	Total
Team leader		1	1
Expert in Sociology/Anthropology	1	1	2
Expert in Economics	1	1	2
Expert in Architecture	1	1	NE CADE
Experts Civil Engineering	1	11	2 00000
Legal Experts	1	1	1/2/3 2 Cont.
Total			The state of the s
	60		

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NB: The Team leader will supervise and report on the activities carried out in the two regions in collaboration with the other members.

#### 8. CONTENT OF OFFERS

Interested firms must submit their offers (in French or in English) at the PPRD Head office Bastos, Yaounde. The offers must be in line with the requirements in the Special Regulations of the Invitation to Tender (document 3).

#### ADMINISTRATIVE DOCUMENTS OF THE ENTERPRISE.

THESE DOCUMENTS SHALL BE ORIGINAL, OR COPIES CERTIFIED BY COMPETENT AUTHORITIES NOT MORE THAN THREE MONTHS.

#### ADMINISTRATIVE DOCUMENTS:

A.1 Declaration of intention to tender stamped with the tariff in force (written by the bidder).

A.2 A bid bond and receipt from Deposits and Consignments Fund (CDEC) issued by a bank establishment or any financial institution approved by the Minister in charge of Finance as per the following lots:

	<del>_</del>
Nature of services	BID Bond (CFAF)
Study on the execution modalities of the housing support in the North West	1,000,000
Region and South West Region.	1,000,000

NB: A bid bond presented by a bidder during the bid opening session shall not be accepted. It must be valid for up to thirty (30) days beyond the initial validity date of the tenders.

A.3 Certified Copy of the Business Registration, not more than three months old.

A.4 A notarised protocol of agreement specifying the representative where applicable. (Joint and several liability groupings will be given preference).

A.5 Power of Attorney where applicable.

A.6. Attestation of fiscal conformity (Tax clearance) issued by the Tax administration.

A.7 Certificate of non-bankruptcy established by the Court, not more than three (03) months.

- A.8 Attestation of bank account of the bidder, Issued by a banking establishment or financial institution approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months.
- A.9 Receipt of purchase of the tender file issued by BICEC Bank at the sum of FCFA 60 000.
- A.10 An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP).
- A.11 An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.

#### NB:

In the case of a joint-bid, each member of the association must submit a complete administrative file, with documents A1, A2, A8, and A9 submitted only by the representative of the association.

Failure to comply with the requirements will result in rejection. The required documents in the administrative file must be submitted in their original form or as certified true copies issued by the originating service or the competent administrative authority, in accordance with the provisions of the Special Regulations of the Invitation to Tender. They must be valid as of the original deadline for submission of bigs.

The administrative files should be separated by colour sheets. The absence of the nonconformity of one of these documents will result to the elimination of the offer.

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#### TECHNICAL DOCUMENTS:

- 1- Letter of submission of technical offer
- 2- A brief description of the Candidate and an overview of their recent experience in similar assignments. For each assignment, this summary must notably indicate the characteristics of the proposed personnel, the duration of the assignment, the contract amount, and the Candidate's share in the project.

References must be accompanied by supporting documents, namely:

- · Copies of the first and last pages of the contract initialled and last page signed;
- Final or provisional acceptance report initialled and last page signed;
- · Certificate of satisfactory completion, if applicable, signed by the Contracting Authority;
- · Any other supporting documents, to justify similar works.

In the context of awarding contracts that fall within the threshold of purchase orders, and where explicitly stated in the consultation documents, the references of the promoter or a technical manager of a newly established national Small and Medium Enterprise may substitute those of the legal entity when the latter does not yet meet the required number of years of experience or references.

- 3- Any comments or suggestions regarding the Terms of Reference and the data, services, and facilities to be provided by the Contracting Authority or the Delegated Contracting Authority;
- 4- A description of the proposed methodology and work plan to carry out the assignment;
- 5- Composition of the team proposed as per speciality and tasks assigned to each member and their schedule (calendar)

NB: Attach for each personnel proposed, a copy of highest certificate and justifications of experiences such as:

- · Certified true copy of the certificate which is less than 3 months old;
- · Attestation of presentation of originals of certificate;
- Attestation of registration in the national order where applicable;
- · Attestation of availability signed and dated by the experts;
- · Copy of the work contract; of the expert;
- · Certification obtained by the experts, where applicable.

NB: All the above mentioned files should be in conformity, signed and dated less than 3 months old.

Attach the recently signed Curriculum vitae by the experts proposed and the representative of the authorised consulting firm to submit the proposal. In addition to the information, include for each experts, the number of years of experience of the candidate and the scope of responsibilities carried out within the framework of the diverse missions for the last five years.

- 6- The estimated staff inputs (senior staff and support personnel, time required to complete the assignment), justified by bar charts showing the expected working time for each team member.
- 7- A detailed description of the method of allocations of personnel, and envisaged monitoring and evaluation strategy of the team.
- 8- Attestation of non-abandonment of works for the last three years
- 9- The Integrity Charter.
- 10- The Declaration of Commitment to comply with social and environmental clauses of CAN
- 11- Special Technical Clauses initialled in all the pages and last page signed with mention read and approved")
- 12- Special Administrative Clauses filled, each page initialled and last page signed (with mention read and approved).

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- 13- Terms of Reference, each page initialled and last page signed (with mention "read and approved").
- 14- Materials to be mobilized:
- 15- Provide the list of equipment to be used in the execution of the project.
- Proof of ownership for the equipment and tools, i.e. registration certificates or performance involces for equipment that are to be hired and purchase receipts for tools and carte grises of vehicles, proof of renting.
- Description of equipment (giving mark, registration ,etc)
- Evidence of normal functioning of equipment.
- A statement of present location of equipment.

The Bidder must provide proof that they own or lease the following equipment.

NB: Failure to accept the contract clauses will result in the elimination of the bidder.

#### FINANCIAL DOCUMENT:

- i. A submission letter, signed, dated and stamped. (see ANNEXURE)
- ii. The tables of the Unit price of the personnel, fees, and other allowances, (each paged initialled and last page signed with dated mentioned.
- iii. The bordereau of unit prices, each page initialled, last page signed and dated.
- iv. The detailed cost estimate dated, each page initialled and last page signed.
- v. The allocations of cost and remunerations per activity, each page initialled, last page signed with date.
- vi. The Sub details of prices, each page initialled and last page signed with date.

The bidder must submit the electronic or digital copy of the financial offer in three copies: one to the Chairperson of the Tenders Board, one to the Subcommittee for Analysis, and one to the ARMP. In the event of any discrepancies between the electronic version and the hard copies, the physical (hard) copies shall prevail.

The various parts of the same file must obligatorily be separated by colour dividers both the original and in the copies in a way as to facilitate examination. They bidders are required to use only the model forms provided in the tender file.

#### 9. EVALUATION OF OFFERS

This evaluation will be made in accordance with the criteria below:

#### Eliminatory criteria

- Absence of an administrative required document
- False declaration or falsified documents
- Absence of basic module (software to adapt)
- Academic qualification less than required
- Experience less than required
- Technical score less than 70%



The procedure for analysing the technical and financial offers received will take place in two (02) stages:

#### Step 1 = Evaluation of technical offers out of 100 points

This evaluation will be made in accordance with the criteria below:

Essential criteria: 19 15 15 15 15 15 15 15 15 15 15 15 15 15	Points
Firm References	
- Number of studies realized in the field (20)	30
Number of years of experience of the Firm (10)	
Experts Qualifications	-
- Diplomas (10)	15
- Overall experience (05)	
Experts skills	
- Professional experience (05)	25
<ul> <li>Experience in similar work (03 references at least) (10)</li> </ul>	25
Language (10)	
Understanding of the ToRs and compliance of the proposed methodology and work plan	
with the terms of reference	
<ul> <li>Note of understanding of the TOR of the mission (10 points)</li> </ul>	30
- Methodological approach (15 points)	
- Work plan in line with the methodology (05 points)	
total points	100
The minimum score required to qualify is	70

#### Step 2 = rating of financial offers.

It should be noted that only financial offers relating to technical offers having obtained at least <u>70/100</u> of the total points assigned to the technical offer will be considered.

Lowest financial proposal will receive a financial score of 100 points.

The formula to be used for the calculation of the financial score will be the following:

$$Financial\ score = 100X \frac{Price\ of\ the\ cheapest\ offer}{Price\ of\ the\ offer\ considered}$$

The choice of the economically most advantageous offer will result from a weighting of the technical quality and the price of the offers according to a 70/30 distribution key.

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The overall score of the offer = 70% x technical score + 30% x financial score.

The bid that is awarded the most points by adding the points from the technical bid and those the financial bid thus calculated is declared the winner of the contract.



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Document No. 6: Technical bid Model Tables

- 6A. Letter of submission of technical bid
- 6B. Candidate's references
- 6C. Candidate's observations and suggestions on the Terms of Reference and on the data, services and installations to be furnished by the Contracting Authority.
- 6D. Description of the proposed methodology and work plan to accomplish the mission
- 6E. Composition of the team and responsibilities of its members
- 6F. Model curriculum vitae (CV) of the proposed specialised personnel
- 6G. Calendar of the specialised personnel
- 6H Calendar of activities (work programme)



#### 6A. LETTER OF SUBMISSION OF TECHNICAL PROPOSAL

[Place, date]

To: [Name and address of Contracting Authority]
Sir/Madam,
We, the undersigned, [specify] are pleased, in accordance with Tender File No of relating to to submit our Technical bid,[ subject of the Tender File.
in the case where our bid meets your expectations, we are fully at your disposal on the basis of the personnel proposed to commence negotiations for the best conduct of the project.
Also, we take the firm commitment for the scrupulous respect of the content of the said technical proposal, subject to the possible modifications which may result from the negotiation of the contract.
Yours faithfully,
Signature of empowered official: Name and title of signatory:



#### 6B. Candidate's reference

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

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

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

# 6C. Observations and suggestions from consultant on the Terms of Reference and data, services and installations to be furnished by Contracting Authority

On t	he Terms of Reference:
2.	
3.	
4.	
5.	
6.	
	Of CANA
On to 1. 2. 3. 4. 5.	he data, services and installations to be furnished by the Contracting Authority.

6D. Description of the methodology and work plan proposed to accomplish the mission

## 6E. Composition of the team and responsibilities of its members

#### 1. Technical/management personnel

Name	Position	Tasks
	<u> </u>	
		<u>.                                    </u>

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

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<del></del>	COF CANO
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## 6F. Model Curriculum vitae (CV) of the proposed specialised personnel

Position:
Name of candidate:
Name of employee:
Profession:
Diplomas:
Date of birth:
Number of years of employment by candidate:
Specific duties:
Main qualifications: [In about half a page, give a summary of aspects of the employeo's training and experience most useful to the tasks within the scope of the mission. Indicate the level of responsibility exercised by the employed during previous missions by specifying the date and place].
Training:
[In about a quarter page, summarise the university and other specialised studies by the employee by indicating the names and addresses of the schools and universities attended, with the dates of attendance as well as the diplomas obtained].
Attached documents:
Attuotion documento.

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<ul> <li>Certified true copy of the highest diploma and possibly an attestation from the professional corporation</li> <li>Attestation of availability</li> </ul>
Professional experience:
[In about two pages, draw up a list of employment exercised by the employee since the end of his studies in reverse chronological order, starting with the current position. For each position; indicate the dates, name of employer, title of position occupied and place of work. For the last ten years, specify in addition the type of activity performed and where need be, the names of clients likely to furnish references].
Knowledge of information technology:
[Indicate the level of knowledge]
Languages:
[Indicate for each language the level of knowledge: mediocre/average/good/excellent, in relation to the reading/written/spoken aspects].
Attestation:
I, the undersigned, hereby truthfully certify that the information furnished above is a true testimony of my situation, qualifications and experience.
Date:
[Signature of employee and the empowered representative of the consultant]
Date
Name of employee:  Name of empowered representative:



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# 6G. Calendar of specialised personnel

Nam e	Position	Reports to be furnished/activities	Mon	fonths (in the form of bar diagrammes)											
			1	2	3	4	5	6	7	8	9	1 0	1	1 2	Number of months
															Sub- total (1)
	_														Sub- total (2)
															Sub- total (3)
												Q = C			Sub- total (4)

Full time:	Part time:	
Reports to be furnished:		
Duration:		
Signature: (Authorised representative)		
Name:		
Position:		
Address:		

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### 6H. Calendar of activities (work schedule)

### A. Specify nature of activity

			[Mo	nths			om st	art of r	nission	1	
1 <sup>st</sup>	2 <sup>nd</sup>	3rd	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8th	10 <sup>th</sup>	11 <sup>հ</sup>	12 <sup>th</sup>	
									_		
						<u> </u>	ļ	<u> </u>			
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		-						_			
						i	i			•	
			<u> </u>		_						
i											
	151	1st 2nd	1st 2nd 3rd		Ist 2nd 3rd 4th 5th	1st 2nd 3rd 4th 5th 6th	[Months or weeks from 1st 2nd 3rd 4th 5th 6th 7th				[Months or weeks from start of mission]  1st 2nd 3rd 4th 5th 6th 7th 8th 10th 11th 12th

### B. Completion and submission of reports

Reports	Date
Preliminary report	
Progress report     a. First progress report     b. Second progress report	
Draft final report	C OF CAMERO
4. Final report	(3) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

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Document No. 7:
Financial bids
Model tables

#### Summary of model tables

- 7A Letter of submission of financial proposal for contracts paid in lump sum
- 7B Summary statement of costs
- 7C Distribution of costs by activity
- 7D Unit cost of key personnel
- 7E Unit cost of execution personnel
- 7F Distribution of remuneration by activity
- 7G Reimbursable costs by activity
- 7H Sundry costs for contracts payable by unit prices For contracts payable by unit prices
- 71 framework of schedule of unit prices
- 7J Framework of detailed estimates
- 7K Framework of sub-details of unit prices
  - 1. Elementary unit prices (cf. 5.D; 5.E)
  - 2. Breakdown of unit prices;
  - Reimbursable cost, where need be.

#### 7A Letter of submission of financial offer

[Place, date]

To: [Name and address of Project Owner or Delegated Project Owner]

Sir/Madam,

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

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

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

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

Yours sincerely,

Signature of empowered representative: Name and title of signature

Name of candidate: Address

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# 7. B. Summary statement of costs

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

# 7.C. Distribution of costs by activity

Activity No.	Activity No.	Description
<del></del>		<del></del>
Price components	Currency(ies)	Amount(s)
Remuneration		
Reimbursable costs		
Sundry costs		
		<u>.                                      </u>

# 7.D. Unit costs of key personnel

Qualification/ function	Hourly cost	Daily cost	Monthly cost
<del></del>			
			© OF CAMES
		//3//	
l			
	Qualification/ function	Qualification/ Hourly cost function	function

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# 7.E. Unit cost of execution personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost
		_		
			ĺ	

# 7.F. Distribution of remuneration by activity

Activity No.:	<u> </u>	Name:	Name:					
Names	Position	Contribution	Exchange rate remuneration	Amount				
Permanent personnel								
Local personnel								
External consultants								

# 7.G. Reimbursable costs by activity

Activity No	Name:
-------------	-------

Grand total

No.	Description	Unît	Quantity	Unit price	Total amount
1.	International air travel	By voyage			
2.	Sundry travel costs	By voyage			
3.	Living allowance	Per day			
4.	Local transport costs			A SU	C OF CAMERO
5.	Office/lodging/ rentals				, co.,

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# 7.H. Sundry costs

Activity No.:	
Name:	

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

### 7.I. Framework schedule of unit prices

Na	Designation of tools and suit naises all		Unit prices (in letters)	
No. Price		Unit	(CFA F EVAT	)
				:
			COF CAMEROOD	
			TO ASSESSED ASSESSED	

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7.J. Framework of detailed estimates

				Unit 1	orices	Tot	al price
No. Price	Designation	Unit	Jnit Quantity (CFA F EVAT)		(CFA F EVAT)		F EVAT)
							OF CAMERICO

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

Note relating to the presentation of sub details of prices and taxes

- 1. A sub detail presents all the stages for the establishment of sales price. Also, it is an important element of assessment of the quality of the proposed price by a bidder. It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for determining sub-details of prices. On the other hand, it could have the following elements:
  - Detail of sales coefficient according to the model presented after this note;
  - Cost in net price of materials for the service b.
  - Cost in net price of supplies necessary for the service; C.
  - Cost of local and expatriate human resources; d.
  - For each price on the schedule, a form conceived out of points a, b, c and above indicating the outputs leading to unit prices;
  - Precise sub details of prices of all-ins for improvements, maintenance of f. premises and supply of means made available, where necessary;
  - Sub-detail of taxes and dues.
- 2. Framework of presentation of sales coefficient, also known as coefficient of

overheads.			
A. Overhe	ads of the service		
-			
-			
-			
Total		<del></del>	
		C1	
- Costs - Finand -	ads of head office of head office cial costs eseen and profit		
Total		C2	OF CAMERO
Sales c	oefficient k= 100/(100-C)	with C=C1 +C2	CONTRACTOR

3. The Project Owner may propose a framework of sub detail of unit prices including the elements indicated in point 1 above.





Document No. 8: Model contract

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#### REPUBLIQUE DU CAMEROUN PAIX - TRAVAIL - PATRIE

#### SERVICES DU PREMIER MINISTRE

#### COMITE DE PILOTAGE DU PLAN PRESIDENTIEL DE RECONSTRUCTION ET DE DEVELOPPEMENT DES REGIONS DU NORD-QUEST ET DU SUD-QUEST

UNITE DE COORDINATION



MODALITIES OF THE HOUSING SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS.

#### REPUBLIC OF CAMEROON PEACE - WORK - FATHERLAND

#### PRIME MINISTER'S OFFICE

STEERING COMMITTEE OF THE PRESIDENTIAL PLAN FOR THE RECONSTRUCTION AND DEVELOPMENT OF THE NORTH-WEST AND SOUTH-WEST REGIONS

COORDINATION UNIT

CONTRACT N°07/ONIT/PPRD-NWSW/STB/2025 OF 14/05/2025 AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE FOR THE STUDY ON THE EXECUTION

HOLDER OF CONTRACT:	[indicate the holder and his full address]
P.O. Box 0000, Tel, Fax: Business Registry No A iss Taxpayer's No SUBJECT OF CONTRACT:	
AMOUNT OF CONTRACT:  IAT EVAT VAT (19.25%) AIR (1.1 or 1.65 % Net to be paid	6)
DELIVERY DEADLINE:	90 days, 3 months
FINANCING:	2025 PIB PPRD
BUDGET HEAD:	59 B1 976 01 650001 361330
SUBSCRIBED ONSIGNED ONNOTIFIED ONREGISTERED ON	COT CAN ERCCO
SIGNED ON	OF CALLEROOD

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BETWEEN:
The President of the Steering Committee, hereinafter referred to as "the Contracting Authority",
On the one hand,
And:
Service provider)COMPANY P.O. Box at Tel Fax:
Business Registry No
Taxpayer's No
Represented by Mr./Mrsits General Manager Hereinafter referred to as "THE SERVICE PROVIDER"
On the other hand,

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It has been agreed and settled as follows:

### Summary

Part I: Special Administrative Conditions (SAC)

Part II: Terms of Reference (ToR)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates (DE)



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recall the method	of award of contract] for	
OLDER:	TIME-LIMIT:	
	Read and accepted by the service provider	
	(place of signature)(date)	
	Signature of Contracting Authority	
	(place of signature)(date)	
	Registration	
	Sole OF CAN Sole of the second of the secon	

Document No.9:

Model documents to be used by bidders

#### Note relating to the forms and models to be used

The bidder must fill and present with his bid the model bid bond in conformity with the provisions contained in the Tender File.

He must furnish a bid bond using the model presented in this document. The draft contract must include all the corrections and modifications done on the retained bid resulting from corrections of errors, in accordance with article 30(2) of the General Regulations of the invitation to tender, price updating in application, where need be, of article 11(4) of the General Regulations of the invitation to tender because of the duration of the evaluation of bids, the choice of an alternative bid, acceptance of variations judged acceptable or any other mutually acceptable modification allowed by the Tender File, such as a change of the senior personnel, sub-contractor, execution schedule of services etc.

Model final bonds and guarantees for start-off must not be filled during the preparation of bids. Only the retained bidder shall be invited to furnish the final bond and the guarantee for start-off advance in compliance with one of the models presented in this document. Any failure by the service provider to fulfill his obligations under this contract shall constitute a cause for seizure of the final bond provided that such breach has been established by the Project Owner /Project Manager. Once this guarantee is requested, the guarantor must execute without any delay.



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### Table of model documents

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Annex No. 1: Declaration of intention to bid.

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 4: Model of start-off advance pone





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#### Annex No. 1: Declaration of intention to bid

I, the undersigned, Nationality: Domicile: Function:

By virtue of my powers as [indicate the capacity] having taken cognisance of the National Tender File No. [indicate the type of service].

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

Done at	. on

Signature, name and stamp of bidder



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#### Annex No. 2: Model bid bond

To (indicate the Contracting Authority and his address) "Contracting Authority
Whereas the Service provider hereinafter referred to as the "bidder" has submitted his bid on for [recall the subject of the invitation to tender], hereinafter referred to as "the bid".
We [name and address of the bank], with head office at [bank's address] hereinafter referred to as "the bank" hereby declare to guarantee payment to the Contracting Authority of the full amount of [indicate the amount] CFA francs, binding itself, its successors and assignees.
Signed and authenticated by the bank at, on
The conditions of this commitment are as follows:
<ol> <li>If the bidder retires his bid during the validity period specified by him in the tender file;</li> <li>If the bidder, having been notified of the of the bid by [indicate Contracting Authority] during the validity period:</li> </ol>
a. Fails or refuses to sign the contract, even though required to do so;
<ul> <li>Fails or refuses to furnish the performance bond for the contract as provided for by the contract;</li> </ul>

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

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

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### Annex No. 3: Model final bond

Bank: Reference of the bond: No
Addressed to [Indicate the Contracting Authority and his address] Cameroon, hereinafter referred to as the "Contracting Authority"
Whereas [name and address of Supplier], hereafter referred to as "the service provider", has committed himself, in execution of the contract referred to as "the contract", to carry out [indicate the nature of the services].
Whereas it is stated in the contract that the service provider shall entrust to the Contracting Authority a final bond of an amount equal to findicate the percentage between 2 and 5 %] of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,
Whereas we have agreed to give the service provider this guarantee,
We,
We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.
This final bond shall enter into force as soon as it is signed and as soon as the Contracting Authority notifies the service provider of the approval of the contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the services.
After this date, the bond shall be baseless and should be returned to us without the express request on our part.
Any request for payment formulated by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.
This bond shall, for purposes of its interpretation, be subject to Cameroon avec cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.
Signed and authenticated by the bank at on
[Signature of the bank]



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

Bank: reference, address
We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of [the holder] to the benefit of the Project Owner [address of the Project Owner] (the beneficiary)
The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No of relating to works [indicate the subject of the services, the references of the invitation to tender and the lot, if applicable] of the total sum corresponding to to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No, payable upon notification of the corresponding Administrative Order that is, CFA francs.
This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of [the holder] opened in the bank under No
This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.
The applicable law and jurisdiction shall be those of the Republic of Cameroon.
Signed and authenticated by the bank at on
[Signature of the bank]



#### **DOCUMENT NO. 10: INTEGRITY CHARTER**

The bidder must complete and submit the Integrity Charter as part of their offer, duly addressed to the Contracting Authority and signed by the authorised representatives responsible for its execution. In the case of a consortium, all members must subscribe to the charter.

#### INTEGRITY CHARTER

#### TITLE OF TENDER:

#### THE "BIDDER"

To Mr..... the "CONTRACTING AUTHORITY"

- 1. We acknowledge and certify that neither we nor any member of our consortium or subcontractors are in any of the following situations:
- 1.1) Being subject to or having undergone bankruptcy, judicial liquidation, cessation of business, or any other analogous procedure of the same nature.
- 1.2) Having been convicted within the past five years by a final court ruling for offences related to the awarding or execution of a contract or framework agreement.
- 1.3) Having committed a serious professional misconduct in the last five years in connection with the awarding or execution of a contract or framework agreement.
- 1.4) Failing to meet our social security contributions or tax obligations as prescribed by law.
- 1.5) Being listed under financial sanctions imposed by the United Nations or any other Technical and Financial Partner in connection with the awarding or execution of a contract or framework agreement.
- 1.6) Having provided false declarations in submitting the required information during the tender process.
  - 2. We attest that neither we nor any members of our consortium or subcontractors are in any of the following conflicts of interest:
- 2.1) Having controlling shares in the Contracting Authority or being a subsidiary under its control, unless the conflict has been disclosed and resolved to the satisfaction of the Public Procurement Authority.
- 2.2) Having business or family ties with a member of the Contracting Authority's staff involved in the selection process or the subsequent monitoring of the contract, unless the conflict has been disclosed and duly resolved.
- 2.3) Controlling or being controlled by another tenderer, being under the same corporate control as another tenderer, receiving or awarding direct or indirect subsidies to another tenderer, having the same legal representative as another tenderer, or maintaining direct or indirect communication with another tenderer that would allow access to their respective offers, influence decision-making, or distort competition.
- 2.4) Being engaged in a consultancy role that could prove incompatible with our responsibilities under the Contracting Authority.
- 2.5) Regarding tenders for works, supplies, or framework agreements:
  - Preparing or being associated with a consultant involved in drafting specifications, plans, calculations, or other competitive bidding documents.
  - ii. Being or affiliated with a firm hired by the Contracting Authority to supervise or monitor contract execution.
    - 3. If we are a public entity or enterprise, we certify that we possess both legal and financial autonomy and operate under commercial law.
    - 4. We undertake to promptly notify the Contracting Authority, who will inform the Public Procurement Authority, of any changes in our situation regarding points 1 to 3 above.
    - 5. In the process of tendering and executing the contract or framework agreement:

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- 5.1) We have not and will not engage in any deceptive practices (acts or omissions) aimed at deliberately misleading others, concealing information, coercing or influencing their consent, circumventing legal or regulatory obligations, or violating internal rules for personal gain.
- 5.2) We have not and will not engage in fraudulent behaviour contrary to our legal or regulatory obligations or violate internal policies for illicit benefit.
- 5.3) We have not and will not offer, promise, or grant-directly or indirectly-any undue advantage of any kind to (i) any person holding a legislative, executive, administrative, or judicial position within the State, whether appointed or elected, permanent or temporary, remunerated or not, at any hierarchical level; (ii) any person exercising public functions, including those in public organisations or enterprises providing public services; or (iii) any person defined as a public officer, to induce them to perform or refrain from performing an act in their official capacity.
- 5.4) We have not and will not offer, promise, or grant—directly or indirectly—any undue advantage to anyone managing or working within a private-sector entity to induce them to act contrary to their legal, contractual, or professional obligations.
- 5.5) We have not and will not engage in any practice that may influence the tender process to the detriment
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of the Contracting Authority, including any anti-competitive conduct aimed or limiting free market competition.  6. We, along with our consortium members and subcontract Authority to examine the accounting records relating to the contract or framework agreement and submit them for audit	tors, authorise the Contracting awarding and execution of the
Signature:	
Name:	A State of the sta
Duly authorised to sign the offer on behalf of:	
Date:	

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#### DOCUMENT NO. 11: SOCIAL AND ENVIRONMENTAL COMMITMENT

Notice regarding the declaration of commitment to social and environmental clauses

The tenderer must complete and submit the social and environmental commitment declaration as part of their offer, addressed to the Contracting Authority and signed by the authorised representatives responsible for its execution. In the case of a consortium, all members must subscribe to the charter.

TITLE OF TENDER:

THE "BIDDER/CONTRACTOR"

To Mr. the "Contracting Authority"

In the context of the award and execution of the contract:

- We commit to complying with, and ensuring compliance by our consortium members and all subcontractors, internationally recognised social and environmental standards, including the fundamental conventions of the International Labour Organization (ILO) and international agreements on environmental protection, in alignment with the applicable laws and regulations of Cameroon.
- Additionally, we undertake to implement risk mitigation measures regarding social and environmental impact, as outlined in the environmental and social impact statement provided by the Contracting-Authority.
- We, along with our consortium members and subcontractors, authorise the Contracting Authority to review all documents and financial records related to the awarding and execution of the contract and to submit them for verification by auditors designated by the ARMP.

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Name:

Duly authorised to sign the offer on behalf of:

Date:





#### **DOCUMENT NO. 12:**

# List of banking establishments and financial bodies authorised to issue bonds for public contracts

#### I- BANKS

- Afriland First Bank
- 2. Banque Atlantique
- 3. Banque Gabonaise pour le Financement International (BGFI BANK)
- 4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- 5. CITI Bank
- 6. Commercial Bank of Cameroon (CBC)
- 7. Ecobank
- 8. National Financial Credit Bank (NFC)
- 9. Société Camerounaise de Banque au Cameroun (SCB)
- Société Générale de Banque au Cameroun (SGC)
- 11. Standard Chartered Bank Cameroon
- 12. Union Bank of Cameroon (UBC)
- 13. United Bank for Africa (UBA)
- 14. Crédit Communautaire d'Afrique (CCA)
- 15. Bank des PME
- 16. Bank Of Africa Cameroun (BOA Cameroun)
- 17. La Regionale Bank
- 18. BANGE BANK CAMEROUN (BANGE CMR)

#### II- Insurance companies

- 1. Chanas assurances
- Activa Assurances
- Atlantique Assurances S.A.
- 4. Zénithe Insurance S.A.
- Pro-Assur S.A.
- 6. Aréa Assurances S.A
- Bénéficial General Insurance S.A.
- 8. CPA S.A.
- 9. Nsia Assurances S.A.
- 10. SAAR S.A.
- Saham Assurances S.A.

NB: This includes all financial institutions recognized by the Ministry of Finance

the Ministry of Finance

