

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

TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER (EMERGENCY
PROCEDURE) N°022/ONIT/PPRD-NWSW/STB/2025 OF
27/08/2025 FOR THE STUDY ON THE IMPACT OF THE START-
UP SUPPORT IN THE NORTH WEST AND SOUTH WEST
REGIONS.**

**PROJECT OWNER: THE PRESIDENT OF THE STEERING COMMITTEE OF THE
PPRD**

TENDERS BOARD: SPECIAL TENDER'S BOARD OF THE PPRD

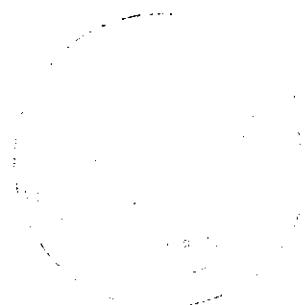
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FINANCING: PPRD – 2025 PIB

TABLE OF CONTENTS

DOCUMENT No.1: INVITATION TO TENDER (IT).....	3
DOCUMENT NO. 2: GENERAL REGULATIONS OF THE INVITATION TO TENDER.....	15
DOCUMENT NO. 3: SPECIAL REGULATIONS OF THE INVITATION TO TENDER.....	42
DOCUMENT NO. 4: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)	49
DOCUMENT NO. 5: TERMS OF REFERENCE (TOR).....	62
DOCUMENT NO. 6: TECHNICAL BID, MODEL TABLES.....	69
DOCUMENT NO. 7: FINANCIAL BIDS, MODEL TABLES.....	80
DOCUMENT NO. 8: MODEL CONTRACT.....	90
DOCUMENT NO.9: MODEL DOCUMENTS TO BE USED BY BIDDERS.....	95
DOCUMENT NO. 10: INTEGRITY CHARTER.....	101
DOCUMENT NO. 11: SOCIAL AND ENVIRONMENTAL COMMITMENT.....	104
DOCUMENT NO. 12: LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS.....	106
EVALUATION GRILL	108

DOCUMENT No.1: INVITATION TO TENDER (IT)



TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N°022/ONIT/PPRD-NWSW/STB/2025 OF 27/08/2025 FOR THE STUDY ON THE IMPACT OF THE START-UP SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS.

FINANCING: 2025 BUDGET OF THE PPRD

1. 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 impact of the start-up supports in the North-West and South-West regions.

2. CONSISTENCY OF THE SERVICES

The services covered by this call for Tender consist of:

Phase 1:

- 1.1 Harmonisation of the execution methodology;
- 1.2 Assessment of the situation of support provided to start-ups by the PPRD through the UNDP between 2021 and 2024;
- 1.3 Inventory of the main impacts resulting from the support granted to beneficiary start-ups.

Phase 2 :

- 2.1 Evaluation of the general satisfaction of start-ups benefiting from support in relation to their expectations;
- 2.2 Documentation of good practices of start-ups benefiting from PPRD support;
- 2.3 Formulation of recommendations to the various stakeholders concerned with a view to optimising the support provided to start-ups;
- 2.4 Identification and proposition of key sectors of intervention for start-up support with cost estimate by the PPRD NW/SW within the short, medium and long terms.

Phase 3 :

- 3.1 Preparation and submission of the preliminary report
- 3.2 Presentation of report and validation in a workshop.

3. ALLOTMENT

Not applicable

4. ESTIMATED COST

The estimated cost of the operation following preliminary studies is Twenty-five million (25,000,000) CFA francs.

5. EXECUTION DEADLINE

The maximum period provided by the Project Owner for the completion of the services covered by this Call for Tender is three (03) months.

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 mastery of the zone and financial capability to execute the service.

7. FINANCING

The work covered by this Call for Tender is financed by the PPRD budget for the 2025 financial year.

8. SUBMISSION METHOD

The submission method chosen for this consultation is offline.

9. BID BOND

Each bidder must include in his administrative documents, a hand-endorsed bid bond, issued by a bank establishment (insurance) or financial institution approved by the Ministry in charge of finance to issue bonds for public contracts and whose list appears in document 12 of the Tender File (TF), of an amount of:

Nature of services	BID Bond (CFAF)
Study on the impact of the start-up supports in the North-West and South-West regions	250,000

This bond, accompanied by the original copy of 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.

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@pprdnsw.org). It may also be consulted online on the ARMP website (www.armacm.cm).

11. ACQUISITION OF THE 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 20 000 (Twenty Thousand CFAF), payable into the special account CAS-ARMP No.335988 at BICEC of the Public Contracts Regulatory Agency (PCRA).

12. SUBMISSION OF TENDERS

Each bid written in English or French shall be signed by the bidder or by a duly authorised 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 26/09/2025 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°022/ONIT/PPRD-NWSW/STB/2025 OF 27/08/2025 FOR THE STUDY ON THE IMPACT OF THE START-UP
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. ADMISSIBILITY OF TENDERS

The administrative documents, the technical offer, and the financial offer must be placed in separate envelopes and submitted in a sealed envelope.

The following will be inadmissible by the Project Owner:

- Envelopes bearing the bidder's identity;
- Envelopes received after the submission deadlines;
- Envelopes that do not comply with the submission method.
- Envelopes without indicating the identity of the Call for Tenders;
- Failure to comply with the number of copies indicated in the SRIT or offering only copies;

Any incomplete offer in accordance with the requirements of the Call for Tenders Documents will be declared inadmissible. In particular, the absence of a bid bond issued by an organization or financial institution approved by the Minister of Finance to issue bonds in the field of public procurement or failure to comply with the models of the documents in the Call for Tenders Documents will result in the outright rejection of the offer without any recourse. A bid bond produced but having no connection with the consultation in question is considered absent. A bid bond presented by a bidder during the bid opening session is inadmissible.

14. BID OPENING

The offers shall be opened in two phases, in the PPRD Conference Hall, located at Bastos Yaoundé. The technical and administrative files will be opened on the 26/09/2025 at 2pm. Only bidders or their authorised 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.

Only the financial offers of the tenderers that obtained a technical score of 70 points out of 100, shall be opened at PPRD Conference Hall, located at Bastos Yaounde by the same Tenders Board and in the same room on a date to be announced after the publication of the technical evaluation results.

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

Tenders will be evaluated on the basis of the following criteria:

15.1. ELIMINATORY CRITERIA

- a. Absence or non-compliance of the bid bond, hand endorse, stamped, issued by a financial institution (insurance company) or bank establishment approved by the Ministry of Finance and accompanied by the receipt from the Deposit and Consignment Fund (CDEC) at the time of opening of the bids;
- b. Absence or non-compliance of a document in the administrative file at the end of the 48-hour period granted to the bidder;
- c. False declaration or falsified document;
- d. Technical score lower than seventy (70) points out of one hundred (100);
- e. Presence of financial information in the administrative or technical offer;
- f. Absence in the technical offer of a sworn statement by which the bidder certifies not only that it has not abandoned a contract in the last three (03) years, but also that it is not included on the list of defaulting companies established annually by the Ministry of Public Contracts;
- g. Absence of a quantified unit price in the financial offer;
- h. Absence of the signed integrity charter by the enterprise;
- i. Absence of the signed declaration of compliance with social and environmental clauses;
- j. Absence of SAC and ToR dated and signed.

15.2 ESSENTIAL CRITERIA

The technical offer will be evaluated according to the following:

N°	Essential Criteria	Point
1	General presentation of the offer	05 points
2	Firm References	25 points
3	Qualifications and competences of Experts committed to the mission	50 points
4	Observation and suggestion of the ToR	10 points
5	Proposed organisation, methodology and the work plan	10 points
	TOTAL	100 Points

Note: Only bidders with a score of 70 points or higher out of 100 will be eligible for the financial bid evaluation.

The financial bids will be opened after the adoption of the Subcommittee's report on the evaluation of the administrative and technical files.

16. AWARD

The Contracting Authority will 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 best.

17. VALIDITY OF OFFERS

The period of validity of offers is ninety (90) days from the deadline set for their submission.

18. ADDITIONAL 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@pprdnsw.org) during working hours (7:30 am to 3:30 pm) Mondays to Fridays.

19. FIGHT AGAINST CORRUPTION AND MALPRACTICES


For any report of practices, facts or acts of corruption, please call CONAC at number 1517, the Public Contracts Authority (MINMAP) (SMS or call) at numbers: (+237) 673 20 57 25 and 699 37 07 48.

Yaounde, on 20 7 Aout 2023

THE PRESIDENT OF THE STEERING COMMITTEE OF THE
PPRD NW-SW
(PROJECT OWNER)

Copies:

- ARMP (for publication and information);
- Chairperson of STB (for information);
- Procurement Manager (for archiving);
- Display (for information).



Paul Easong

DOCEMENT No.1 : AVIS D'APPEL D'OFFRES (AAO)

**AVIS APPEL D'OFFRES NATIONAL OUVERT (EN PROCEDURE D'URGENCE)
N°022/AONO/PPRD-NWSW/CSPM/2025 DU 27/08/2025 POUR L'ETUDE SUR L'IMPACT DE
L'APPUI AUX START-UP DES RÉGIONS DU NORD-OUEST ET DU SUD-OUEST.**

Financement : Budget du PPRD – Exercice 2025

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 l'étude sur l'impact de l'appui aux start-ups des régions du Nord-Ouest et du Sud-Ouest.

2. CONSISTANCE DES PRESTATIONS

Les prestations objet du présent Appel d'Offres consistent en :

Phase 1 :

- 1.1 Harmonisation de la méthodologie d'exécution ;
- 1.2 Situation des appuis accordés aux start-ups par le PPRD à travers le PNDU entre 2021 et 2024 ;
- 1.3 Inventaire des principaux impacts résultant des appuis octroyés aux start-ups bénéficiaires.

Phase 2 :

- 2.1 Evaluation de la satisfaction générale des start-ups bénéficiaires des appuis par rapport à leurs attentes ;
- 2.2 Documentation des bonnes pratiques des start-ups bénéficiaires des appuis du PPRD ;
- 2.3 Formulation des recommandations à l'endroit des différents acteurs concernés en vue de l'optimisation des appuis octroyés aux start-ups ;
- 2.4 Identification et proposition des secteurs d'intervention clés pour l'appui du PPRD aux start-ups à court, moyen et long.

Phase 3 :

- 3.1 Elaboration et soumission du rapport provisoire ;
- 3.2 Atelier de validation du rapport.

3. TRANCHES/ALLOTISSEMENT

Les prestations visées dans le cadre du présent appel d'offres feront l'objet d'un lot unique.

4. COUT PREVISIONNEL

Le cout prévisionnel de l'opération à l'issue des études préalables est de Vingt-cinq millions (25 000 000) francs CFA.

5. DELAI PREVISIONNEL D'EXECUTION

Le délai maximum prévu par le Maître d'Ouvrage pour la réalisation des prestations objet du présent Appel d'Offres est de trois (03) mois.

6. PARTICIPATION ET ORIGINE

La participation à cet appel d'offres est ouverte à tous les bureaux d'études techniques ou groupements de bureaux d'études enregistrés et qualifiés, établis en République du Cameroun, avec maîtrise de la zone d'exécution et disposant de l'expertise technique et professionnelle requise.

7. FINANCEMENT

Les prestations sont financées 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 PROVISOIRE

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 pour émettre 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)
Etude sur l'impact de l'appui aux start-ups des régions du Nord-Ouest et du Sud-Ouest	250 000

Cette caution timbrée, signée, datée et acquittée à la main, 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, entraînera 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 : 679496768/699259787, email : procurementmanager@pprdnsw.org). Il peut également être consulté en ligne sur le site internet de l'ARMP : www.armp.cm.

11. ACQUISITION DU DOSSIER D'APPEL D'OFFRES

Le dossier complet peut être retiré au siège du PPRD à Bastos, Yaoundé, durant les heures ouvrables de Lundi à vendredi entre 7h30 et 15h30, (Tél : 679496768/699259787, email : procurementmanager@pprdnsw.org), contre paiement d'une somme non remboursable de 20 000 FCFA (Vingt mille francs CFA), payable dans le compte spécial CAS-ARMP N°335988 à la BICEC. Il est également possible d'obtenir la version électronique du dossier par téléchargement gratuit au site web de l'ARMP : www.armp.cm. Toutefois, la soumission des offres est conditionnée par le paiement des frais d'achat du DAO.

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 APPEL D'OFFRES NATIONAL OUVERT (EN PROCEDURE D'URGENCE) N°022/AONO/PPRD-NWSW/CSPM/2025 DU 27/08/2025 POUR L'ÉTUDE SUR L'IMPACT DE L'APPUI AUX START-UPS DES RÉGIONS DU NORD-OUEST ET DU 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, derrière l'Hôtel Diplomate - Tél : 679496768/699259787, email : procurementmanager@pprdnsw.org, au plus tard le 26/09/2025 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) enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l'indication claire et lisible "copie de sauvegarde", en plus de la mention ci-dessus 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 ;
- 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 SRIT 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 ou n'étant pas acquittée à la main par l'institution émettrice ou encore non-accompagnée du récépissé de consignation de la CDEC, 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

L'ouverture des plis se fait en deux temps.

L'ouverture des pièces administratives et des offres techniques aura lieu le 26/09/2025 à 14 heures par la Commission Spéciale de Passation des Marchés du PPRD (CSPM/PPRD), dans la salle de conférence du PPRD, sis à Yaoundé, au quartier Bastos, derrière l'Hôtel Diplomate - Tél : 679496768/699259787, email : procurementmanager@pprdnsw.org.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne de leur choix dûment mandatée même en cas de groupement d'entreprises.

Seules les offres financières des soumissionnaires ayant obtenu la note technique qualificative minimale de 70/100 seront ouvertes à 14 heures par la même Commission et dans la même salle à une date ultérieure à l'issue de l'évaluation technique.

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 dispositions du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'avis de D'Appel d'Offres

En cas d'absence ou de non-conformité d'une pièce du dossier administratif lors de l'ouverture des plis, après un délai de 48 heures accordé par la Commission, l'offre sera rejetée.

15. CRITERES D'EVALUATION

Les offres seront évaluées sur la base des critères ci-après :

15.1. Critères éliminatoires

- a. Absence ou non-conformité de la caution de soumission acquittée à la main, timbrée, datée et signée, délivrée par une banque de premier ordre ou une compagnie d'assurance agréée par le Ministère chargé des finances et accompagnée du récépissé de la Caisse de Dépôt et de Consignation (CDEC) à l'ouverture des plis ;
- b. Absence ou non-conformité d'une pièce du dossier administratif au terme du délai de 48 heures accordées au soumissionnaire ;
- c. Fausse déclaration ou pièce falsifiée ;
- d. Note technique inférieure à soixante-dix (70) points sur cent (100) ;
- e. Présence d'informations financières dans l'offre administrative ou technique ;
- f. Absence dans l'offre technique d'une déclaration sur l'honneur par laquelle le soumissionnaire atteste non seulement qu'il n'a pas abandonné de marché au cours des trois (03) dernières années, mais aussi qu'il ne figure pas sur la liste des entreprises défaillantes annuellement établie par le Ministère des Marchés Publics ;
- g. Absence d'un prix unitaire quantifié dans l'offre financière ;
- h. Absence de la charte d'intégrité datée et signée ;
- i. Absence de la déclaration de respects des clauses sociales et environnementales datée et signée;
- j. Absence de CCAP et TDR datés signés assortis de la mention « lu et approuvé ».

15.2. Critères essentiels

L'Offre Technique sera évaluée suivant la grille de notation suivante :

N°	Critères	Notes
1	Présentation générale des offres	05 points
2	Références du BET	25 points
3	Expérience et qualification du personnel affecté à la mission	50 points
4	Observations et suggestion des TDR	10 points
5	Organisation, méthodologie et du plan de travail proposés	10 points
	TOTAL	100 Points

NB : Seules les soumissionnaires ayant obtenu une note supérieure ou égale à 70 points sur 100 seront qualifiés pour l'évaluation des offres financières.

L'ouverture des offres financières se fera sur invitation du Président de la Commission après présentation et adoption du rapport de la Sous-commission sur l'évaluation des dossiers administratives et des offres techniques.

16. ATTRIBUTION

Le Maître 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 mieux-disante.

17. DUREE DE VALIDITE DES OFFRES

La durée de validité des offres est de quatre-vingt-dix (90) jours à compter de la date limite fixée pour leur remise.

18. 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@pprdnsw.org).

19. LUTTE CONTRE LA CORRUPTION ET LES MAUVAISES PRATIQUES

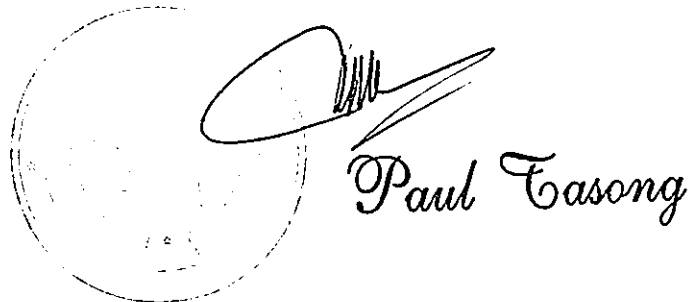
Pour toute dénonciation pour des pratiques, faits ou actes de corruption, bien vouloir appeler la CONAC au numéro 1517, l'Autorité chargée des Marchés Publics (MINMAP) (SMS ou appel) aux numéros : (+237) 673 20 57 25 et 699 37 07 48.

Yaounde, le 27 AOUT 2025.....

LE PRÉSIDENT DU COMITÉ DE PILOTAGE DU PPRD NO-SO
(MAITRE D'OUVRAGE)

Ampliations :

- MINMAP (Information) ;
- ARMP (pour publication et information)
- Président CSPM (pour information) ;
- Service des Marchés (pour archivage) ;
- Affichage (pour information).



Paul Easong

**DOCUMENT NO. 2: GENERAL REGULATIONS OF THE INVITATION TO
TENDER**

CONTENTS

A. General

- Article 1: Scope of the tender
- Article 2: Financing
- Article 3: Fraud and corruption
- Article 4: Candidates admitted to compete
- Article 5: Building materials, materials, supplies, equipment and authorised services
- Article 6: Qualification of the bidder
- Article 7: Visit of Site

B. Tender File

- Article 8: Content of Tender File
- Article 9: Clarifications on Tender File and complaints
- Article 10: Modification of the Tender File

C. Preparation of Bids

- Article 11: Tender fees
- Article 12: Language of bid
- Article 13: Constituent documents of the bid
- Article 14: Amount of bid
- Article 15: Currency of bid and payment
- Article 16: Validity of bids
- Article 17: Bid bond
- Article 18: Varying proposals by bidders
- Article 19: Preparatory meeting to the establishment of bids
- Article 20: Form and signature of bids

D. Submission of bids

- Article 21: Sealing and marking of bids
- Article 22: Date and time-limit for submission of bids
- Article 23: Out of time-limit bids
- Article 24: Modification, substitution and withdrawal of bids

E. Opening and evaluation of bids

- Article 25: Opening of bids and petitions
- Article 26: Confidential nature of the procedure
- Article 27: Clarifications on the bid and contact with Contracting Authority
- Article 28: Determination of their compliance
- Article 29: Qualification of the bidder
- Article 30: Negotiations
- Article 31: Correction of errors
- Article 32: Conversion into a single currency
- Article 33: Conditions for applying national preference

F. Award of the contract

- Article 34: Award
- Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure
- Article 36: Notification of the award of the contract
- Article 37: Publication of results of award and petition
- Article 38: Signature of the contract
- Article 39: Final bond

A. GENERAL

Article 1: SCOPE OF THE TENDER:

- 1.1. The Contracting Authority, the President of the Steering Committee hereby launches an Open National Invitation to Tender (emergency procedure) for the study on the impact of the start-up support in the North--West and South-West regions.
- 1.2. The name, identification number, and number of lots subject to the tender are set out in the STR.
- 1.3. Shortlisted Candidates or those falling within the category (to be specified) are invited to submit an administrative file, a technical proposal, and a financial proposal for the provision of the services required to perform the assignment specified in the Terms of Reference. The proposal will serve as the basis for contract negotiations and, ultimately, the contract signed with the successful Candidate.
- 1.4. The assignment will be completed in accordance with the schedule indicated in the Terms of Reference and recalled in the STR. When the assignment involves multiple phases, the Contractor's performance during a given phase must satisfy the Project Owner or the Delegated Project Owner before the next phase begins.
- 1.5. Applicants must familiarize themselves with local conditions and take them into account when preparing their proposals. To obtain firsthand information on the assignment and local conditions, Applicants are recommended to attend a pre-proposal conference before submitting a proposal, if one is provided for in the SRIT. However, participation in such a meeting is not mandatory. Applicants or their representatives must contact the officials listed in the SRIT to arrange a visit or obtain additional information about the pre-proposal conference. Applicants or their representatives must ensure that these officials are notified of their visit in good time so that appropriate arrangements can be made.
- 1.6. The Project Owner or Delegated Project Owner shall provide the information specified in the Terms of Reference, assist the Service Provider in obtaining the licenses and permits necessary for the provision of services, and provide timely data and reports related to relevant projects.
- 1.7. Please note that:
 - i. The costs of preparing the proposal and negotiating the contract, including the visit to the Client or the Delegated Client, are not considered direct costs of the assignment and are therefore not reimbursable; and that
 - ii. The Client or the Delegated Client is under no obligation to accept any of the proposals submitted.
- 1.7.1. Service Providers provide objective and impartial professional advice. In all circumstances, they shall primarily defend the interests of the Client or the Delegated Client, without considering the possibility of a subsequent assignment, and shall scrupulously avoid any potential conflict with other activities or the interests of their company. Service Providers shall not be engaged for assignments that are incompatible with their current or past obligations to other Clients or Delegated Clients, or that may prevent them from performing their duties in the best interests of the Client or the Delegated Client.

- 1.7.2. Without prejudice to the generality of this rule, Service Providers shall not be engaged in the following circumstances:
- a. No company hired by the Project Owner or the Delegated Project Owner to supply goods or perform services for a project, nor any company affiliated with them, may provide consulting services for the same project. Similarly, no design firm hired to provide consulting services for the preparation or execution of a project, nor any company affiliated with them, may subsequently supply goods, perform services, or perform services related to its initial assignment for the same project (unless it is a continuation of that assignment);
 - b. Neither service providers nor any of their affiliated companies may be hired for an assignment that, by its nature, may prove incompatible with another of their assignments.
- 1.7.3. As indicated in subparagraph (a) of the clause above, Service Providers may be engaged to carry out downstream activities where it is essential to ensure continuity, in which case the SRIT must reflect this possibility and the criteria used in the selection of the service provider must take into account the likelihood of a renewal. It will be the sole responsibility of the Contracting Authority or the Delegated Contracting Authority to decide whether or not to carry out downstream activities and, if so, to determine which Service Provider will be engaged for this purpose.

Article 2: FINANCING:

The source of financing for the Services covered by this call for tenders is specified in the SRIT.

Article 3: ETHICAL PRINCIPLES, FRAUD AND CORRUPTION

- 3.1. Public service employees, bidders and contract holders, as well as any person involved in any capacity in the procurement, execution, monitoring, and regulation chain, are subject to the provisions of laws and regulations prohibiting acts of corruption, fraudulent practices, collusive, coercive, or obstructive practices, conflicts of interest, insider trading, and complicity.

In this regard, bidders subscribe to the integrity charter, a sample of which is attached as an appendix to these Tender Documents (Exhibit 10).

- 3.2. The Contracting Authority or the Delegated Contracting Authority requires bidders and their co-contractors to adhere to the strictest rules of professional ethics during the award and execution of these contracts. Under this principle, the Contracting Authority or the Delegated Contracting Authority:
- a. Defines, for the purposes of this clause, the following expressions as follows:
 - i. Anyone who offers, gives, solicits, or accepts, directly or indirectly, any advantage with a view to improperly influencing the actions of a public official during the award or execution of a contract is guilty of "corruption";
 - ii. Anyone who distorts or misrepresents facts in order to influence the award or execution of a contract is guilty of "corruption";
 - iii. "Collusive practices" means any form of agreement between two or more bidders (whether or not the Contracting Authority or the Delegated Contracting Authority is aware of it) who

intend to artificially maintain bid prices at levels that do not correspond to those that would result from competitive forces;

iv. "Coercive practices" means any form of harm to, or threats against, persons or their property, directly or indirectly, in order to influence their actions during the award or performance of a contract.

v. "Conflict of Interest" A bidder may be deemed to have a conflict of interest if:

- Is associated, or has been associated in the past, with a company (or a subsidiary of such company) that has provided consulting services for the design, preparation of specifications, and other documents used in the procurement process under this call for tenders; or
- Submits more than one bid under this call for tenders, except for alternative bids permitted under Clause 17, if applicable; however, this does not preclude the participation of subcontractors in more than one bid.
- The Contracting Authority or the Delegated Contracting Authority has financial interests in its geographical area that could compromise the transparency of public procurement procedures;

vi. Complicity means:

- Failure or negligence to carry out the required inspections or provide the required technical opinions;
- Willful failure to inform the Project Owner or the competent authority of irregularities observed during the performance of their duties.

vii. "Obstructive practices" means any person who commits acts (such as the destruction, falsification, alteration, or concealment of evidence on which an investigation is based, or any false statements made to investigators, or any threats, harassment, or intimidation) against a person for the purpose of preventing them from disclosing information relating to an investigation or from continuing it.

b. Any proposal for award shall be rejected if it is proven that the proposed successful bidder, directly or through an agent, is guilty of corruption, a conflict of interest, or has engaged in fraudulent, collusive, coercive, or obstructive practices in connection with the award of this contract.

3.3. Candidates shall provide information on any commissions and bonuses paid or to be paid to agents in connection with this proposal, and the performance of the contract if awarded to the candidate, as requested in the financial proposal form (letter of submission).

3.4. Candidates must not have been declared ineligible for any contract award due to corruption or fraudulent practices.

3.5. The Public Contracts Authority may, as a precautionary measure, take a decision to prohibit tendering for a period not exceeding two (2) years, against any tenderer or co-contractor of the Administration found guilty of influence peddling, conflicts of interest, complicity, insider trading, fraud, corruption or production of inauthentic documents in the tender, without prejudice to any criminal proceedings that may be brought against him.

3.6. When the Candidate proposes a public official in its technical proposal, the official undertakes to provide written certification from their ministry or employer attesting to the fact that they are available and authorized to work full-time outside of their previous official position. The Candidate shall submit this commitment to the Contracting Authority or the Delegated Contracting Authority as part of their technical proposal.

3.7. The Public Contracts Authority may issue a decision prohibiting public officials found guilty of violating the provisions of the Public Contracts Code from intervening in the awarding and monitoring of public procurement contracts for a period not exceeding two (2) years.

Article 4: CANDIDATES ADMITTED TO COMPETE

4.1. Apart from the restricted call for tenders, which is open to all candidates selected following the prequalification procedure and/or those selected under the categorization previously indicated in the call for tenders and recalled in the SRIT, as a general rule, the call for tenders is open to all bidders, provided they meet the following eligibility requirements:

- a. A bidder (including all members of a joint venture and all the bidder's subcontractors) must be from an eligible country, in accordance with the financing agreement, if applicable;
- b. A bidder (including all members of a joint venture and all the bidder's subcontractors) must not be in a situation of conflict of interest, otherwise they will be disqualified. A bidder may be deemed to have a conflict of interest if:
 - i. Is associated, or has been associated in the past, with a firm (or a subsidiary of such firm) that has provided consulting services for the design, preparation of specifications, and other documents used in the procurement process under this tender;
 - ii. Submits more than one bid under this tender, except for alternative bids permitted under Clause 17, if applicable; however, this does not preclude the participation of subcontractors in more than one bid.
 - iii. The Contracting Authority or the Delegated Contracting Authority has a stake in the bidder that is likely to compromise the transparency of public procurement procedures;
 - iv. is affiliated with a group or entity that the Project Owner or Delegated Project Owner has recruited or plans to recruit to participate in the audit.
- c. A legal entity governed by public law (public enterprise or Cameroonian Public Establishment) if it demonstrates that it is (i) legally and financially autonomous, (ii) administered according to the rules of commercial law or private accounting, and (iii) is not under the supervision of the Project Owner or Delegated Project Owner unless expressly authorized by the Public Procurement Authority.
- d. Civil society organizations and public institutions, provided that the proposed prices are competitive, i.e., they have been determined (i) by taking into account all direct and indirect costs contributing to the price of the service covered by the contract and (ii) they have not benefited, in determining this price, from advantages arising from the resources allocated to them for their public service missions.

4.2. The call for tenders is open/or restricted, according to the specifications of the SRIT, to all candidates who meet the following conditions:

- a. Not be in a state of liquidation or bankruptcy;

- b. Not be subject to any of the prohibitions or disqualifications provided for by the laws and regulations in force, both nationally and internationally;
 - c. Submit to the declarations required by the laws and regulations in force.
- 4.3. To submit an electronic bid via COLEPS, the candidate or bidder must be registered on the platform and have a valid electronic certificate.
- 4.4. If the call for tenders is restricted, the consultation is open to all candidates selected following the prequalification procedure and/or those selected within the categorization previously indicated in the call for tenders and recalled in the SRIT.

Article 5: DOCUMENTS ESTABLISHING THE QUALIFICATION OF THE BIDDER

5.1. Bidders must, as an integral part of their bid:

- a. Provide a power of attorney authorizing the signatory of the bid to bind the bidder;
- b. Provide the documents necessary to establish the bidder's qualification according to the list provided for in the SRIT, including, in particular, all information (complete or update the information attached to their prequalification application that may have changed, in the event that candidates have been prequalified) requested in the SRIT.

Information relating to the following points is required, where applicable:

- i. Production of the certified balance sheet extract showing turnover and results;
- ii. Access to a line of credit or other financial resources;
- iii. Contracts executed;
- iv. List of key personnel;
- v. Availability of essential equipment;
- vi. The Categorization Certificate for construction service providers, if applicable.

5.2. Bids submitted by two or more joint contractors (co-contracting) must meet the following conditions:

- a. The bid must include, for each company, all the information listed in Article 5.1 above. The SRIT must specify the information to be provided by the group and that to be provided by each member of the group;
- b. The bid and the contract must be signed in a manner that binds all members of the group;
- c. The nature of the group (joint or several as required in the SRIT) must be specified and justified by providing a copy of the group agreement in good and due form;
- d. The member of the group designated as agent will represent all the companies vis-à-vis the Contracting Authority or the Delegated Contracting Authority for the performance of the contract;
- e. In the case of a joint and several consortium, the co-contractors shall distribute the payments made by the Project Owner or the Delegated Project Owner into a single account. In the case of a joint consortium, the tasks of each member must be specified, and each contractor shall be paid by the Project Owner or the Delegated Project Owner into its own account.

5.3. Tenderers must also submit proposals that are sufficiently detailed to demonstrate that they comply with the Terms of Reference and the completion deadlines specified in the SRIT.

B-TENDERS FILE

Article 6: CONTENT OF THE TENDER FILE

6.1. 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°0 : Letter of Invitation to tender (in the event of Restricted Calls for Tenders)
- b) Document N°1 : Tender Notice ("AAO")
- c) Document N°2 : General Regulations of the invitation to tender ("GRIT")
- d) Document N°3 : Special Regulations of the invitation to tender ("SRIT")
- e) Document N°4 : The special administrative conditions ("CCAP")
- f) Document N°5 : The terms of reference ("ToR")
- g) Document N°6 : The standard Tables (Technical Proposal)
- h) Document N°7 : The standard Tables (Financial Proposal)
- i) Document N°8: Model Contract
- j) 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
- k) Document N°10 : Integrity charter
- l) Document N°11 : Social and environmental commitment
- m) Document N°12: maturity visa or supporting documents for preliminary studies to be completed by the project owner or the delegated project owner, the availability of financing or the budgetary entry.;
- n) Document N°13: List of banking establishments and financial bodies authorised to issue bonds for public contracts

- 6.2. 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.

Article 7: CLARIFICATIONS ON THE TENDER FILE

- 7.1. Any bidder wishing to obtain clarifications on the Tender Documents may make a request to the Contracting Authority in writing or by electronic mail (fax or e-mail) to the address of the Contracting Authority or the Delegated Contracting Authority indicated in the SRIT or via COLEPS. However, the Contracting Authority will respond in writing or by electronic mail or via COLEPS or any other means of electronic communication indicated in the DAO to any request for clarification received at least fourteen (14) days before the deadline for submission of tenders.
- 7.2. A copy of the response from the Project Owner or Delegated Project Owner, indicating the question asked but not mentioning its author, is sent to all bidders who purchased the Call for Tenders Document.
- 7.3. Any bidder who considers themselves aggrieved may file a complaint with the Contracting Authority. In the case of a restricted call for tenders, the appeal must:
- i) at the prequalification stage, relate to requests for review of the solicitation or prequalification conditions, or requests for review of decisions or actions taken by the Contracting Authority or the Delegated Contracting Authority during the prequalification procedure.
 - i) Candidates have five (5) working days before the application submission date and five (5) working days after the publication of the prequalification results to file their appeal with the Contracting Authority, with a copy to the Public Contracts Authority and the body responsible for public procurement regulation.
 - ii) This appeal is not suspensive.
- 7.4. When a call for tenders is the chosen procedure, the appeal must be addressed, between the publication of the call for tenders and the opening of bids:
- i. to the Contracting Authority, with a copy to the Public Contracts Authority and the body responsible for public procurement regulation;
 - ii. it must reach the Contracting Authority no later than fourteen (14) working days before the bid opening date;
 - iii. the Contracting Authority has five (5) working days to respond. A copy of the response is sent to the Public Contracts Authority and the body responsible for public procurement regulation;
 - iv. in the event of disagreement between the applicant and the Contracting Authority, the appeal is submitted by the applicant to the Appeals Review Committee.
 - v. this appeal is not suspensive.

Article 8: AMENDMENT OF THE TENDERS FILE (*ADDENDUM TO THE TENDER FILE*)

- 8.1. 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.

8.2. Any published addendum shall be an integral part of the Tender File, in accordance with article 6 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.

8.3. 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 19 of the General Regulations of the invitation to tender.

C-PREPARATION OF BIDS

Article 9: COST OF TENDER

The candidate shall bear all costs relating to the preparation and presentation of its tender. The Contracting Authority or the Delegated Contracting Authority shall not be liable for these costs under any circumstances, nor required to pay them, regardless of the progress or outcome of the tender procedure.

Article 10: 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 11: CONTENT OF BIDS

11.1. 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:

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 article 15 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.

a. Envelop B: Technical bid shall include:-

It notably includes:

b.1. Information on Qualifications

The SRIT 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 SRIT 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)

11.2. Bidders may provide comments on the project's technical choices and make any relevant suggestions.

11.3. 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.

11.4. 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 SRIT. 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;
- ii. For time-based assignments, the estimate of personnel work time is provided in the SRIT. 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;
- iii. The proposed specialised personnel must possess at least the level of experience indicated in the SRIT, preferably acquired under working conditions similar to those of the country where the assignment will take place;
- iv. No alternative personnel may be proposed, and only one curriculum vitae (CV) per position is allowed.

11.5. The reports to be produced by the Candidates as part of this assignment must be written in the language(s) specified in the SRIT. It is desirable that the Candidate's personnel have a good working knowledge of both French and English;

11.6. The Technical Proposal shall provide the following information using the attached Tables (Document 4):

- i. 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;
- ii. 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);
- v. 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;
- vi. 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);
- vii. 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 SRIT.

11.7. The Technical Proposal must not contain any financial information.

b. Envelop C: Financial bid:

11.8. – 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;

11.9. – 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.

11.10. – 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.

- 11.11.– 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.
- 11.12.– 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 SRIT Contractors and their personnel (other than Cameroonian nationals or permanent residents), unless otherwise stated in the SRIT (Request for Proposals Document).
- 11.13.– 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.
- 11.14.– Candidates shall quote the prices of their services in the currency (or currencies) specified in the SRIT.
- 11.15.– 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).
- 11.16.– 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 12: AMOUNT OF THE BID

- 12.1. Except otherwise stated in the Tender File, the amount of the contract shall cover all the tasks described in article 1.1 of 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.
- 12.2. The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 12.3. 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.
- 12.4. 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.
- 12.5. Bidders shall indicate the discounts granted in their bids. In addition, they shall specify the conditions for applying this discount.

- 12.6. All unit prices must be justified by sub-details established in accordance with the structure proposed in document 7 of the Tender File.

Article 13: CURRENCY OF BID AND PAYMENT

- 13.1. 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.

- 13.2. 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.

- 13.3. 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 CFA francs as specified in the Special Regulations and called "national currency".
- b. 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.

- 13.4. 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.

- 13.5. 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 14: VALIDITY OF BID

- 14.1. 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 19 of the Special Regulations. A bid valid for a shorter period, at the time of examination, will be considered by the Procurement Commission as non-compliant, unless the validity period of

the bid bond is compliant. In this case, a period of forty-eight (48) hours is granted to the bidder to produce a new letter of submission in line with the bid bond.

14.2. In exceptional circumstances, the Contracting Authority or the Delegated Contracting Authority may request the bidder's consent to an extension of the validity period. The request and the responses will be made in writing (or by fax). The validity of the bid bond provided for in Article 15 of the RGAO will also be extended for a corresponding period. A Bidder may refuse to extend the validity of its bid without losing its bid bond. A bidder who consents to an extension will not be asked to modify its bid, nor will it be authorized to do so.

14.3. 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 15: BID BOND

15.1. In application of article 11 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.

15.2. 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 14 (2) of the General Regulations.

15.3. 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.

15.4. The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result. Offers not withdrawn within this period may be destroyed, without any grounds for complaint.

15.5. The bid bonds of unsuccessful bidders are returned upon publication of the award results.

15.6. 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.

15.7. The bid bond may be seized:

(a) if the bidder withdraws his bid during the period of validity.

(b) if the retained bidder:

- i. Fails in his obligation to register the contract in application of article 32 of the General Regulations.
- ii. Fails in his obligation to furnish the required final bond in application of article 33 of the General Regulations.

- iii. Refuses to receive notification of the Administrative Order to commence execution.

Article 16: PREPARATORY MEETING TO THE ESTABLISHMENT

- a 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.
- b The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- c 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 article 2.3 above.
- d 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 article 6 of 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 article 8 of the General Regulations and not through the minutes of the preparatory meeting.
- e The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 17: FORM, FORMAT AND SIGNATURE OF BIDS

For offline submission

- 17.1. The bidder shall prepare an original of the constituent documents described in article 11 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the Specific Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.
- 17.2. 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 6.1 (a) or 6.2 (c) 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.
- 17.3. The bid shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory (i.e.) of the bid.

For online submission

- 17.4. The bid must be submitted by the bidder via the COLEPS platform or any other electronic means of communication indicated by the Project Owner in the tender documents. A backup copy of the bid, saved on a USB flash drive or CD/DVD, must be submitted to the relevant project owner/contractor or contracting authority in a sealed envelope, clearly and legibly marked "backup copy" and including the call for tender references, within the specified timeframe.
- 17.5. Bids, accompanied by the required exhibits and documents, are compiled into electronic files and grouped according to their administrative, technical, and financial nature. However, administrative documents are entered into COLEPS by the issuing entities.

- 17.6. The file formats chosen for submitting bids via COLEPS must be common formats widely used in the professional sector, including operators likely to be interested in the consultation, for better usability.
- 17.7. Documents and exhibits submitted via the COLEPS platform are electronically signed using a certificate.

D-SUBMISSION OF BIDS

Article 18: SEALING AND MARKING OF BIDS

- 18.1. Candidates must place the original and all copies of the administrative documents listed in the SRIT in an envelope marked "ADMINISTRATIVE FILE," the original and all copies of the technical proposal in an envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the financial proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and the warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Candidates must then place these three separate, sealed envelopes in a single sealed envelope, which bears the address of the bid submission site and the information indicated in the SRIT, as well as the warning "OPEN ONLY DURING THE OPENING SESSION."

The various documents in each volume will be numbered in the order in the SRIT and separated by a colored divider.

- 18.2. The inner and outer envelopes:
- a. Will be addressed to the Project Owner or the Delegated Project Owner at the address indicated in the Special Tender Regulations;
 - b. Will bear the name of the project as well as the subject and number of the Invitation to Tender indicated in the SRIT, and the note "ONLY TO BE OPENED DURING THE OPENING SESSION."
- 18.3. The inner envelopes will also bear the name and address of the Bidder to allow the Project Owner or the Delegated Project Owner to return the sealed bid if it has been declared late in accordance with the provisions of Articles 20 and 21 of the RGAO.
- 18.4. If the outer envelope is not sealed and marked as indicated in Articles 18.1 and 18.2 above, the Contracting Authority or the Delegated Contracting Authority shall not be liable if the bid is misplaced or opened prematurely.
- 18.5. For online submission, the bid to be provided by the bidder includes three electronic files corresponding to the three volumes: administrative, technical, and financial.

Each file must explicitly bear a name that refers to the nature of its content (Administrative Bid, Technical Bid, Financial Bid).

In parallel with the electronic submission, bidders must send the Contracting Authority or the Project Owner/Project Manager within the same timeframe a backup copy of their bid on an electronic physical medium (CD, DVD, USB flash drive, etc.). This copy must be sent by post or delivered to the Contracting Authority or the Project Owner/Project Manager. This sealed envelope must clearly and legibly bear the words "backup copy" and the consultation references.

- 18.6. The constituent elements of the bidder's online or offline offer must be the same for a given consultation.

Article 19: DATE AND TIME LIMIT FOR SUBMISSION OF BIDS

19.1. Date and Time Limits for Submission of Tenders

- a. Tenders must be received by the Contracting Authority or the Delegated Contracting Authority through their internal public procurement administrative management structure at the address specified in Article 18.2 of the SRIT
- b. no later than the date and time specified in the Special Regulations for the Call for Tenders.
- c. The date and time of receipt of online bids are automatically recorded by the electronic platform using a timestamp mechanism. Only the date and time of COLEPS or any other electronic means of communication indicated by the Contracting Authority are valid.
- d. For timestamps, the reference time zone is local time (GMT/UTC + 1). This time is visible on the submission page.
- e. The Contracting Authority or the Delegated Contracting Authority may, at its discretion, extend the deadline for submitting bids by publishing an addendum in accordance with the provisions of Article 8 of the RGAO. In this case, all rights and obligations of the Contracting Authority or the Delegated Contracting Authority and the Bidders previously governed by the initial deadline will be governed by the new deadline.

19.2. Bids submitted electronically will be acknowledged, stating the date and time of receipt and the consultation references.

19.3. Submission Method

Three submission methods are possible:

- Online: only online submissions are accepted for this consultation by the Contracting Authority and are binding.
- Offline: Only offline submissions are accepted for this consultation by the Contracting Authority and are legally binding.
- Online or offline. Both submission methods are possible. However, it is not possible to submit both online and offline submissions for the same consultation.

The selected submission method is specified in the SRIT.

Note: When submitting online, bidders' envelopes are automatically encrypted, meaning their content is rendered illegible.

Article 20: OUT OF TIME-LIMIT OF BIDS

Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 19 of the General Regulations shall be declared late and consequently rejected.

Article 21: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

For offline submissions,

- 21.1. A Bidder may modify, replace, or withdraw its bid after submission, provided that written notification of the modification or withdrawal is received by the Employer or the Delegated Employer before the end of the deadline for submitting bids. Said notification must be signed by an authorized representative pursuant to Article 17.2 of the RGAO. The corresponding modification or replacement

bid must be attached to the written notification. Envelopes must be clearly marked "WITHDRAWAL" and "REPLACEMENT TENDER" or "MODIFICATION," as appropriate.

- 21.2. The notification of modification, replacement, or withdrawal of the bid by the Bidder shall be prepared, sealed, marked, and sent in accordance with the provisions of Article 18 of the RGAO. Withdrawal may also be notified by fax or email, but in this case must be confirmed by a duly signed written notification, dated no later than the deadline for submission of bids, as evidenced by the postmark.
- 21.3. Bids requested by Bidders to be withdrawn pursuant to Article 21.1 will be returned to them unopened.
- 21.4. No bid may be withdrawn during the period between the deadline for submission of bids and the expiry of the bid validity period specified in the submission template. Any withdrawal by a Bidder of their bid during this period will result in the forfeiture of the bid security in accordance with the provisions of Article 14 of the RGAO.

For online submissions,

- 21.5. Multiple bids may be validly submitted by the same bidder before the deadline for receipt of bids. In this case, only the most recent arrival and its corresponding backup copy, if applicable, will be taken into account during the evaluation; any other backup copies must be returned unopened.
- 21.6. Modification, replacement, or removal of the backup copy shall be carried out in accordance with the provisions of Article 22, paragraphs 3 to 4.

E- OPENING AND EVALUATION OF BIDS

Article 22: OPENING OF BIDS AND PETITIONS

- 22.1. Prior to the opening of bids, electronic bids are decrypted by the contracting authority. Decryption consists of making the bids legible and accessible only to the Procurement Committee.
- 22.2. All bids are opened in two stages in the presence of the representatives of the bidders concerned or their duly authorized representatives, on the date, time, and address indicated in the SRIT. Bidders or their representatives who are present will sign a register or sheet attesting to their presence.
- 22.3. First, the administrative files and technical bids are opened one after the other, and the name of the bidder is announced aloud by the Procurement Committee. The Financial Proposal remains sealed and stamped and is entrusted to the Chair of the relevant Procurement Committee, who will retain it until the financial proposal opening session.
- 22.4. Envelopes marked "Withdrawal" will be opened and their contents announced aloud, while the envelope containing the bid or the corresponding backup copy will be returned to the Bidder unopened. The withdrawal of a bid or backup copy will only be permitted if the corresponding notification contains a valid authorization from the signatory to request withdrawal and if this notification is read aloud.

Then, the envelopes marked "Replacement Bid or Backup Copy" will be opened and announced aloud, and the corresponding new bid will be substituted for the previous one, which will be returned to the Bidder concerned unopened. The replacement of a bid or backup copy will only be permitted if the corresponding notification contains a valid authorization from the signatory to request

replacement and is read aloud. Finally, the envelopes marked "Amendment" will be opened and their contents read aloud along with the corresponding bid. Bid modifications or backup copies will only be permitted if the corresponding notification contains valid authorization from the signatory to request the modification and is read aloud. Only bids or backup copies that were opened and announced aloud during the bid opening will be subsequently evaluated.

- 22.5. A signed tendering sheet shall be prepared at the meeting, along with the bid opening minutes, stating the admissibility of the bids, their administrative regularity, and the composition of the analysis subcommittee, if applicable. However, information relating to said composition remains internal to the committee.

Alongside the bid opening minutes, a tendering sheet signed by all committee members, along with an attendance sheet signed by all participants, shall be provided to each bidder who requests it.

22.6- Secondly, only the financial offers of bidders who have achieved the required minimum technical score will be opened in the presence of the bidders concerned.

- 22.6. At the end of each bid opening session, the chair of the procurement committee will certify a copy of each bidder's offer, which will be immediately made available to the focal point designated by the body responsible for regulating public procurement. Bids (and amendments received in accordance with the provisions of Article 21 of the RGAO) that were not opened and read aloud during the bid opening session may not be subject to evaluation.

- 22.7. In the event of an appeal, it must be sent to the Appeals Review Committee, with copies to the Project Owner or Delegated Project Owner, the chair of the relevant procurement committee, the body responsible for regulating public procurement, and the Public Procurement Authority.

- 22.8. It must be received within a maximum of three (03) working days after the bid opening, in the form of a letter duly signed by the applicant.

- 22.9. This appeal, which is not suspensive, may only concern the conduct of this stage, in particular compliance with procedures and the regularity of the documents verified.

- 22.10. Where applicable, the Independent Observer shall attach to his report: the sheet submitted to him, along with any comments or observations thereon.

- 22.11. The opening of bids submitted electronically and those submitted on paper takes place during the same session. The opening and examination of bids submitted electronically are subject to the rules applicable to the processing of physical bids.

Article 23: CONFIDENTIAL NATURE OF THE PROCEDURE

- 23.1. No information relating to the examination, evaluation, and comparison of bids, verification of bidder qualifications, or the proposed award of the Contract shall be provided to bidders or any other person not concerned by the said procedure until the award of the Contract has been made public, under penalty of disqualification of the Bidder's bid and suspension of the bidders from all activities in the field of public procurement.

- 23.2. Any attempt by a bidder to influence the Analysis Subcommittee in the evaluation of bids, the Procurement Commission in the award proposal, or the Contracting Authority or the Delegated Contracting Authority in the award decision may result in the rejection of the bid.

- 23.3. Notwithstanding the provisions of paragraph 23.2, between the opening of bids and the award of the contract, if a tenderer wishes to contact the Contracting Authority or the Delegated Contracting Authority for reasons relating to its tender, it must do so in writing.

Article 24: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY

- 24.1. To facilitate the review, evaluation, and comparison of bids, the Chairman of the Procurement Committee may, upon a proposal from the analysis subcommittee, request clarifications from bidders, relevant administrations, or organizations. The request for clarification and the response shall be made in writing or via COLEPS or any other means of communication indicated by the Contracting Authority or the Delegated Contracting Authority, with a copy to the body responsible for regulating public procurement. However, no change in the amount or content of the bid to make it more competitive shall be sought, offered, or authorized.
- 24.2. The purpose of the request for clarification must be, in particular, to retrieve information contained in the bid; to verify the accuracy of the information provided by a candidate, where applicable, with the issuing administrations; to request a bidder to confirm the correction of a calculation error or omission discovered; to provide clarification on technical aspects not understood by the analysis subcommittee or on the content of the price breakdown, or to justify the prices of bids deemed abnormally low.
- 24.3. The response time for requests for clarification may not exceed seven (07) working days.
- 24.3 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Procurement Committee or the subcommittee for questions relating to their bids between the opening of bids and the award of the contract.

Article 25: DETERMINATION OF COMPLIANCE OF BIDS

- 25.1. The Preliminary Review Subcommittee will verify the eligibility of bidders and conduct a detailed review of the bids to determine whether they are complete, whether the required guarantees have been provided, whether the documents have been properly signed, and whether the bids are generally in good order.
- 25.2. The Review Subcommittee will then determine whether the bid substantially complies with the provisions of the Tender Documents based on their contents without resorting to extrinsic evidence. In this regard, the Review Subcommittee will:
- review the bid to confirm that all the conditions specified in the SRIT and the CCAP have been accepted by the Bidder without any substantial discrepancies or reservations;
 - will evaluate the technical aspects of the bid submitted in accordance with clause 11.1.b of the RGAO to ensure that all the provisions of the methodology note relating to an analysis of the services and specifying the organization and program that the bidder intends to establish or implement to deliver them are complied with without any substantial deviation or reservation.
- 25.3. A bid that is substantially compliant with the Tender Documents is one that complies with all the terms, conditions, and specifications of the Tender Documents, without any significant deviation or reservation. A significant deviation or reservation is one that:
- i. Significantly affects the scope, quality, or performance of the services;

- ii. Significantly limits, in contradiction with the Tender Documents, the rights of the Contracting Authority or the Delegated Contracting Authority or its obligations under the Contract;
 - iii. Is such that its acceptance or correction would unfairly affect the competitiveness of other bidders who have submitted bids that are substantially compliant with the Tender Documents.
- 25.4. If a bid is not substantially compliant with the Tender Documents, it will be rejected by the relevant Tenders Committee and may not subsequently be made compliant.
- 25.5. The Contracting Authority or the Delegated Contracting Authority reserves the right to accept or reject any amendment, deviation, or reservation. Amendments, deviations, variations, and other factors that exceed the requirements of the Tender Documents must not be taken into account when evaluating bids.

Article 26: EVALUATION OF PROPOSALS AND APPEALS

26.1. Evaluation of Technical Proposals

- a. The Analysis Subcommittee established by the Procurement Commission evaluates 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 points system specified in the SRIT. Each compliant proposal is assigned a technical score (ST). A proposal is rejected at this stage if it fails to meet important aspects of the terms of reference or does not achieve the minimum technical score specified in the SRIT.
- b. Following the technical quality evaluation, the Contracting Authority or the Delegated Contracting Authority notifies candidates whose proposals did not obtain the minimum qualification score that their offers have not been accepted; their financial proposals will therefore be returned to them upon request, unopened at the end of the selection process. At the same time, the Contracting Authority or the Delegated Contracting Authority notifies the Applicants who have obtained the required minimum qualification score, and informs them of the date, time, and place of the opening of the financial proposals. This notification may be sent by registered mail, fax, or email.

26.2. Evaluation of Financial Bids

- a. The Analysis Subcommittee determines whether the Financial Proposals are complete (i.e., whether all elements of the corresponding Technical Proposal have been costed); corrects any calculation errors; and converts the prices expressed in various currencies in which the bid amount is payable in CFA francs. The conversion will be made using the selling rate set by the Bank of Central African States (BEAC), under the conditions defined by the SRIT.
- b. Only bids deemed compliant, in accordance with the provisions of Articles 25 and 26 of the RGAO, will be evaluated and compared by the Analysis Subcommittee.
- c. In evaluating the bids, the subcommittee will determine the evaluated bid amount for each bid by adjusting its amount as follows:
 - i. By correcting any possible calculation or deferral errors;
 - ii. By excluding the provisional amounts and, where applicable, the contingency reserves included in the Summary Bill of Quantities and Estimates, but by adding the amount of the time-and-material work, when costed competitively as specified in the SRIT;

- iii. By converting the amount resulting from adjustments (i) and (ii) above into a single currency, in accordance with the provisions of Article 13 of the RGAO;
 - iv. By appropriately adjusting, on technical or financial grounds, any other quantifiable changes, discrepancies, or reservations;
 - v. Taking into consideration the different completion deadlines proposed by the bidders, if authorized by the SRIT;
 - vi. Where applicable, in accordance with the provisions of Article 11.8 of the RGAO and the SRIT, applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is launched simultaneously for several lots.
- d. The estimated effect of the price revision formulas contained in the CCAG and CCAP, applied during the contract performance period, will not be taken into consideration during the evaluation of bids.
 - e. Upon a proposal from the analysis subcommittee, the Chairman of the Procurement Committee may request clarifications regarding the bids from the bidders or the competent administrations and organizations.
 - f. In the event that a bid is deemed abnormally low, a Procurement Commission may propose to the Contracting Authority or the Delegated Contracting Authority not to award the contract to the bidder in question.
 - g. In the event that the supporting documents not provided by the candidate are deemed unacceptable, the public procurement regulatory body shall examine the supporting documents and submit its conclusions to the Contracting Authority or the Delegated Contracting Authority within seven (7) working days of being notified by the Contracting Authority or the Delegated Contracting Authority.
 - h. The evaluation shall be conducted without taking into account taxes, duties, fees, and other fiscal charges as defined in paragraph 3.7.

26.3. Selection of the successful bidder

Selection shall be based on the quality-cost ratio. For this purpose, the lowest compliant financial proposal (Fm) shall receive a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals are calculated as indicated in the SRIT. The proposals are ranked according to their combined Technical (St) and Financial (Sf) Scores after introducing the weighting (T being the weight assigned to the Technical Proposal and P the weight assigned to the Financial Proposal; i.e. T + P being equal to 100, as indicated in the SRIT. The Candidate having obtained the highest combined technical and financial score is proposed for award or invited to negotiation by the project owner where appropriate.

26.4. Appeals during the Award Phase

Unqualified bidders following the analysis of technical bids may file an appeal with the Appeals Review Committee, with a copy to the Project Owner or Delegated Project Owner, the Chair of the relevant Procurement Commission, and the Public Procurement Authority.

The appeal must be filed within a maximum of three (03) working days after the financial bid opening session.

Article 27: CORRECTION OF ERRORS

- 27.1. The Analysis Subcommittee will review bids found to be substantially compliant with the Tender Documents to correct any calculation errors. The Analysis Subcommittee will correct errors as follows:
- a. If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price will prevail and the total price will be corrected, unless, in the opinion of the Analysis Subcommittee, the decimal point in the unit price is clearly misplaced, in which case the total price indicated will prevail and the unit price will be corrected;
 - b. If the total obtained by adding or subtracting the subtotals is not exact, the subtotals will prevail and the total will be corrected;
 - c. If there is a discrepancy between the price indicated in words and in figures, the amount indicated in the Sub-Detail will be considered. In the absence of a Sub-Detail of prices, the amount indicated in words will prevail, subject to paragraphs (a) and (b) above.
- 27.2. The amount appearing in the Bid will be corrected by the Analysis Sub-Committee in accordance with the error correction procedure mentioned above, and, upon confirmation by the Bidder, said amount will be deemed binding on the Bidder.
- 27.3. If the Bidder who submitted the highest evaluated bid does not accept the corrections made, its bid will be rejected and its security may be seized.

ARTICLE 28: NEGOTIATIONS

- 28.1. Negotiations shall take place at the address indicated in the SRIT, between the Contracting Authority or the Delegated Contracting Authority and the bidder whose proposal has been selected, with the goal of reaching an agreement on all points and signing a 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.
- 28.2. 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 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.
- 28.3. 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.

28.4. 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.

28.5. 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.

F. AWARD OF CONTRACT

Article 29: AWARD

28.6. Once the negotiations have been successfully concluded, or upon receipt of the final award proposal from the competent procurement committee (except in cases where the procedure is suspended), the Contracting Authority or the Delegated Contracting Authority will award the contract to the Bidder whose bid has been found to be substantially compliant with the Tender Documents and who has the technical and financial capacity required to perform the contract satisfactorily, and whose bid has been evaluated as the lowest bidder based on a combination of technical, financial, or aesthetic criteria, including, where applicable, any proposed discounts.

28.7. If, in accordance with the provisions of Article 11.10 of the RGAO, the call for tenders covers multiple lots, the highest bid will be determined by evaluating this contract in conjunction with the other lots to be awarded concurrently, taking into account the discounts offered by bidders in the event of the award of more than one lot.

28.8. If the call for tenders covers multiple lots, the award will be made in accordance with the SRIT (verify or integrate, resulting from the RGAO works).

28.9. In all cases, any award of a contract is materialized by a decision of the Contracting Authority or the Delegated Contracting Authority and notified to the successful bidder within a maximum period of seventy-two (72) hours from its signature.

Article 30 - UNSUCCESSFUL OR CANCELLATION OF A PROCEDURE

30.1. The Contracting Authority or the Delegated Contracting Authority reserves the right to cancel a Call for Tenders or declare a call for tenders unsuccessful after consulting the competent procurement committee, without any grounds for complaint.

However, when bids have already been opened, cancellation is subject to the approval of the Public Procurement Authority.

- 30.2. The Contracting Authority or Delegated Contracting Authority shall notify the President of the Procurement Commission of the decision to cancel or declare the call for tenders unsuccessful, with a copy to the body responsible for public procurement regulation.
- 30.3. In the event of a subdivision of lots, the provisions set out in the above paragraphs shall apply to each lot.

Article 31: NOTIFICATION OF AN AWARD OF CONTRACT

- 31.1. Any award of a contract is materialized by a decision of the Contracting Authority or the Delegated Contracting Authority and notified to the successful bidder within a maximum period of seventy-two (72) hours from its signature.
- 31.2. Before the expiry of the period of validity of the tenders set by the SRIT, the Contracting Authority or the Delegated Contracting Authority will notify the successful bidder by fax confirmed by registered letter or by any other means that his tender has been accepted. This letter will indicate the amount that the Contracting Authority or the Delegated Contracting Authority will pay to the administration's co-contractor for the performance of the services and the period of performance.

Article 32: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

- 32.1. The Contracting Authority or Delegated Contracting Authority has five (5) working days to sign the award decision and publish the results from the date of receipt of the final award proposal from the relevant Procurement Commission, unless the procedure is suspended.
- 32.2. Any decision to award a public contract by the Contracting Authority or Delegated Contracting Authority shall be published, with an indication of the price and deadline, in the public procurement journal published by the body responsible for regulating public procurement or in COLEPS or any other authorized publication.
- 32.3. Upon publication of the award results, the Contracting Authority or Delegated Contracting Authority shall send each bidder who requests it an extract of the relevant analysis report.
- 32.4. After publication of the award results, bids not withdrawn within a maximum of fifteen (15) days will be destroyed, without any grounds for complaint, with the exception of the copy intended for the public procurement regulatory body if it has not been collected immediately.
- 32.5. In the event of an appeal, it must be sent to the Appeals Review Committee, with copies to the Contracting Authority or the Delegated Contracting Authority and the Chair of the relevant procurement committee, the public procurement regulatory body, and the Public Procurement Authority. It must be made within a maximum of five (5) working days after publication of the results.
- 32.6. This appeal may result in the suspension of the procedure at the discretion of the public procurement regulatory body.

Article 33: SIGNING OF THE CONTRACT

- 33.1. After publication of the results, the draft contract is signed by the successful bidder and submitted for signature to the contracting authority or delegated contracting authority.

For private contracts, the draft contract signed by the successful bidder is submitted to the relevant Procurement Commission for review and adoption and, where applicable, to the competent Central Procurement Control Commission for its opinion.

33.2. 33.2. The successful bidder has a period of fifteen (15) working days from receipt to subscribe to the contract or the call-off letter. After this period, the Contracting Authority or the Delegated Contracting Authority reserves the right to cancel the award decision after formal notice to the successful bidder which has remained unanswered and prior agreement from the Public Procurement Authority. In this case, the bid bond is seized and the contract is awarded to the candidate ranked second.

33.3. The Contracting Authority or the Delegated Contracting Authority has a period of five (05) working days to sign the contract:

the signing of the contract:

- from the date of receipt of the draft contract resulting from the call for tenders or request for quotation, subscribed to by the successful bidder and opinion of the competent Central Procurement Control Commission, where applicable;
- from the date of receipt of the draft over-the-counter contract subscribed to by the successful bidder after opinion of the internal procurement commission and the competent Central Procurement Control Commission, where applicable.

33.4. The contract must be notified to its holder within five (5) working days following the date of its signature.

Article 34: FINAL BOND

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

**DOCUMENT NO. 3: SPECIAL REGULATIONS OF THE INVITATION TO
TENDER**

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Reference:

GRIT References	Description of the provisions of the SRIT
1	A. GENERAL INFORMATION
1.1	<p>Name and address of the project owner: The President of the Steering Committee of the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions, located in Yaounde, at Bastos, behind the Hôtel Diplôme - Tel: 679496768/699259787, email: procurementmanager@pprdnsw.org</p> <p>Reference: Open National Invitation to Tender (in emergency) procedure N°022/ONIT/PPRD-NWSW/STB/2025 of 27/08/2025 for the study on the impact of the start-up support in the North-West and South-West regions.</p> <p>Definition of services:</p> <p>The services covered by this Call for Tender consist of:</p> <p>Phase 1:</p> <p>2.1 Harmonisation of the execution methodology;</p> <p>2.2 Assessment of the situation of support provided to start-ups by the PPRD through the UNDP between 2021 and 2024;</p> <p>2.3 Inventory of the main impacts resulting from the support granted to beneficiary start-ups.</p> <p>Phase 2 :</p> <p>3.1 Evaluation of the general satisfaction of start-ups benefiting from support in relation to their expectations;</p> <p>3.2 Documentation of good practices of start-ups benefiting from PPRD support;</p> <p>3.3 Identification and proposition of key sectors of intervention for start-up support with cost estimate by the PPRD NW/SW within the short, medium and long terms;</p> <p>3.4 Formulation of recommendations to the various stakeholders concerned with a view to optimizing the support provided to start-ups</p> <p>Phase 3 :</p> <p>4.1 Preparation, submission, and presentation of the preliminary report</p> <p>4.2 Presentation of final report and validation in a workshop.</p>
1.2	Name, objectives and description of the mission: The purpose of this contract is the study on the impact of the start-up support in the North-West and South-West regions.
1.3	<p>The mission includes several phases: No</p> <p>Execution deadline:</p> <p>The overall completion time for the work is three (03) calendar months. This period begins on the date of notification of the service order to begin the work.</p>
1.4	Conference prior to the establishment of proposals: No
1.7.2	The Project Owner considers the need to ensure a certain continuity for downstream activities: No.

1.8	The Contracting Authority requires that bidders and their co-contractors observe the highest standards of professional ethics during the award and execution of these contracts. In accordance with this principle, the Contracting Authority: a) defines, for the purposes of this clause, the following expressions as follows: i) "corruption" means anyone who offers, gives, solicits or accepts any advantage with a view to influencing the action of a public official during the award or execution of a contract; ii) "fraudulent practices" means anyone who distorts or misrepresents facts in order to influence the award or execution of a contract; iii) "collusive practices" means any form of agreement between two or more tenderers (whether or not the Contracting Authority has knowledge of it) aimed at artificially maintaining the prices of tenders at levels which do not correspond to those which would result from the play of competition; (iv) "coercive practices" means any form of harm to or threats against persons or their property in order to influence their actions during the award or execution of a contract. (b) will reject a proposal for an award if it appears that the proposed successful bidder is, directly or through an agent, guilty of corruption or has engaged in fraudulent, collusive or coercive practices in the award of that contract.
2.	Clarifications, amendments to the Tender file and appeals
2.1	Clarifications may be requested fourteen (14) days before the submission date. Requests for clarification must be sent to the following address: PPRD North-West/South West Procurement Unit located in Bastos, behind the Hôtel Diplomate - Tel: 679496768/699259787, email: procurementmanager@pprdnsw.org
2.2	Deadline for submission of tenders: tenders must be submitted to the above address no later than 24/09/2025 at 1:00 p.m., local time
2.3	Place and date of opening of bids: The opening of bids will take place in two (02) stages. The opening of administrative documents and technical offers will take place on 26/09/2025 from 2:00 p.m.
3	Establishment of proposals
3.1	Proposals must be submitted in the following language(s): French or English
3.2	i. Two consultants on the shortlist may join forces: No
	ii. The number of months of work of the specialised personnel required for the mission is three (03) months.
	Key personnel must have at least the following experience: <u>Team Leader</u>
	<ul style="list-style-type: none"> - Must be a holder of a Master's degree (BAC+5) in economics with a specialisation in entrepreneurship, business management, competitive intelligence, or a similar field; - Have at least five (5) years of experience conducting socioeconomic studies; - Have conducted, as a Mission Leader, at least two (2) socioeconomic impact assessment or satisfaction studies with companies; - Have a good knowledge of English and French; - Have a good knowledge of common Office tools (Word, Excel, PowerPoint) and the Internet; - Have good writing skills.
	<u>One (01) Statistician economist</u>
	<ul style="list-style-type: none"> - Must be a holder of a Bachelor's degree in economics, statistics, in equivalent field; - Have at least three (03) years of experience collecting and processing economic data; - Have participated in at least two (02) socioeconomic studies; - Demonstrate proficiency in applications and other data processing software; - Have a good knowledge of English and French.
	<u>One (01) Entrepreneurship Expert</u>
	<ul style="list-style-type: none"> - Must be a holder of a Bachelor's degree in Entrepreneurship, Business Management, Business Administration, Trade or a degree in a similar field; - Have at least three (03) years of experience supporting startups; - Have participated in at least one study on startups; - Have a good knowledge of English and French.

3.3	Language(s) for drafting reports relating to the mission: English or French
3.4	Training is a major element of this mission: No
3.5	The "local expenditure" element must be denominated in the national currency: Yes, CFA Franc
3.10	Proposals must remain valid for ninety (90) days after the submission date.
4	Submission, receipt and opening of proposals
4.3	Consultants must submit seven (07) copies including one (01) original, six (06) physical copies and one (01) digital copy of each proposal to the PPRD North-West/South West procurement Unit located in Bastos, behind the Hôtel Diplomate - Tel: 679496768/699259787, email: procurementmanager@pprdnsw.org
4.4	<p>Address for submission of proposals to be added to the outer envelope:</p> <p style="text-align: center;">"OPEN NATIONAL INVITATION TO TENDER (EMERGENCY PROCEDURE) N°022/ONIT/PPRD-NWSW/STB/2025 OF 27/08/2025 FOR THE STUDY ON THE IMPACT OF THE START-UP SUPPORT IN THE NORTH WEST AND SOUTH WEST REGIONS."</p> <p style="text-align: center;">« TO BE OPENED ONLY DURING THE COUNTING SESSION »</p>
	<p>Additional information may be obtained during business hours from the PPRD North-West/South West Procurement Unit located in Bastos, behind the Hôtel Diplomate - Tel: 679496768/699259787, email: procurementmanager@pprdnsw.org.</p> <p>Clarifications may be requested no later than ten (10) days before the bid submission date. Requests for clarification must include the name and full address of the applicant and be sent to the following address:</p> <p>PPRD NO-SO Procurement Department located in Bastos, behind the Hôtel Diplomate - Tel: 679496768/699259787, email: procurementmanager@pprdnsw.org</p>

1. Volume 1: The administrative file will contain the following 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:

Nature of services	BID Bond (CFAF)
Study on the impact of the start-up supports in the North-West and South-West regions.	250,000

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 20 000.

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.

A.12 Tax payers registration (Fiscal stamped 1,500).

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.

4.6.1

	<p>2. Volume 2: The technical file will contain the following documents referred to in 3.4 of the GRIT:</p> <ul style="list-style-type: none"> i. A brief description of the Candidates and an overview of their recent experience in similar assignments (Table 3B). For each of these, this summary must indicate the characteristics of the proposed personnel, the duration of the assignment, the amount of the contract, and the Candidate's share. Each candidate must provide at least two (02) contract references in the field of socio-economics impacts assessment studies or in relating of the start-up. Each reference must be accompanied by the first and last pages of the contract as well as the Technical Acceptance Report or the certificate of proper execution; ii. Any possible observations or suggestions on the Terms of Reference and the data, services, and facilities to be provided by the Contracting Authority (Table 3C); iii. A description of the methodology and work plan proposed to accomplish the mission (Table 3D); iv. The composition of the proposed team, by specialty, as well as the tasks assigned to each of its members and their schedule (Table 3E); v. Curriculum vitae recently signed by the proposed specialised personnel and the Candidate's representative authorised to submit the proposal (Table 3F). Key information should include, for each, the Candidate's number of years of experience and the scope of responsibilities exercised in various missions over the past ten (10) years; vi. Copies of certified diplomas with proof of presentation of the original diploma; vii. Certificates of availability signed by each proposed candidate; viii. Estimates of personnel contributions (management and support staff, time required to complete the mission) supported by bar charts indicating the expected working time for each manager in the team (Tables 3E and 3G); ix. The Special Administrative Conditions (SAC) dated and signed on the last page; x. The ToR dated and signed on the last page with the mention "Read and approved". <p>NB: The Technical Proposal must not include any financial information.</p>
	<p>3. Volume 3: The financial proposal will contain the following documents referred to in 3.6 of the GRIT:</p> <ul style="list-style-type: none"> i. The original submission letter, drawn up according to the attached template, stamped at the current rate, signed and dated; ii. The summary statement of costs; iii. The breakdown of costs by activity; iv. The unit cost of key personnel; v. The unit cost of operational personnel; vi. The breakdown of remuneration by activity; vii. Reimbursable expenses by activity; viii. Miscellaneous expenses; ix. The unit price schedule; x. The detailed estimate indicating the amounts excluding VAT and including all taxes. <p>N.B.: The different parts of the same file must be separated by coloured dividers in both the original and</p>
4.6.2	<p>Each offer will be written in French and/or in English in seven (07) copies including one (01) original and six (06) physical copies and one digital copy marked as such, must reach the PPRD North-West/South-West procurement Unit located in Bastos, behind the Hôtel Diplomate - Tel: 679496768/699259787, email: procurementmanager@pprdnsw.org, no later than 26/09/2025 at 1:00 p.m., local time</p>
5	<p>Evaluation of proposals (Tender evaluation criteria)</p>

5.1	<p><u>Eliminatory Criteria</u></p> <p>a) Absence or non-compliance of the bid bond, hand endorsed, dated, signed and stamped, issued by a leading bank or an insurance company approved by the Ministry of Finance and accompanied by the receipt from the Caisse de Dépôt et de Consignation (CDEC) at the time of opening of the bids;</p> <p>b) Absence or non-compliance of a document in the administrative file at the end of the 48-hour period granted to the bidder;</p> <p>c) False declaration or falsified document;</p> <p>d) Technical score lower than seventy (70) points out of one hundred (100);</p> <p>e) Presence of financial information in the administrative or technical offer;</p> <p>f) Absence in the technical offer of a sworn statement by which the bidder certifies not only that it has not abandoned a contract in the last three (03) years, but also that it is not included on the list of defaulting companies established annually by the Ministry of Public Contracts;</p> <p>g) Absence of a quantified unit price in the financial offer;</p> <p>h) Absence of the integrity charter;</p> <p>i) Absence of the declaration of compliance with social and environmental clauses;</p> <p>j) Absence of SAC and ToR dated and signed.</p>																					
5.2	<p><u>Essential Criteria</u></p> <p>Technical bids will be evaluated out of 100 points based on the following criteria:</p> <table><tr><th>N°</th><th>Essential Criteria</th><th>Point</th></tr><tr><td>1</td><td>General presentation of the offer</td><td>05 points</td></tr><tr><td>2</td><td>Firm References</td><td>25 points</td></tr><tr><td>3</td><td>Qualifications and competences of Experts committed to the mission</td><td>50 points</td></tr><tr><td>4</td><td>Observation et suggestion of the ToR</td><td>10 points</td></tr><tr><td>5</td><td>Proposed organisation, methodology and the work plan</td><td>10 points</td></tr><tr><td></td><td>TOTAL</td><td>100 Points</td></tr></table> <p><i>NB: administrative and technical documents signed by persons other than those designated in the tender file will not be taken into account.</i></p> <p><u>Evaluation of Financial Offers:</u></p> <p>Only financial offers from bidders who obtain a technical score of 70 points or higher out of 100 will be analysed. The formula used to determine the financial scores is as follows:</p> <p>SG = 0.70XST + 0.30XSF</p> <p>SF = 100 x Fm/F</p> <p>ST: technical score, SG: overall score SF: financial score, Fm: amount of the highest bid, F: amount of the bid under consideration.</p>	N°	Essential Criteria	Point	1	General presentation of the offer	05 points	2	Firm References	25 points	3	Qualifications and competences of Experts committed to the mission	50 points	4	Observation et suggestion of the ToR	10 points	5	Proposed organisation, methodology and the work plan	10 points		TOTAL	100 Points
N°	Essential Criteria	Point																				
1	General presentation of the offer	05 points																				
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4	Observation et suggestion of the ToR	10 points																				
5	Proposed organisation, methodology and the work plan	10 points																				
	TOTAL	100 Points																				
7.	<p>Award of the Contract</p> <p>The Project Owner will award the project to the technically qualified bidder who has submitted the best bid.</p>																					

DOCUMENT NO. 4: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

Table of contents

Chapter I: General

- Article 1 - Subject of the contract (GAC supplemented)
- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 8 of GAC)
- Article 6 - General applicable instruments (GAC supplemented)
- Article 7 - Communication (GAC articles 5 and 6 supplemented)
- Article 8 - Administrative Orders (article 7 of GAC)
- Article 9 - Contracts with conditional phases (GAC supplemented)
- Article 10 - Service provider's personnel and equipment (GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (GAC supplemented)
- Article 12 - Amount of contract (GAC supplemented)
- Article 13 - Place and method of payment (GAC supplemented)
- Article 14 - Price variation (article 16 of GAC)
- Article 15 - Price revision formulas (article 17 of GAC)
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Advances (article 18 of GAC)
- Article 18 - Payments for the services (articles 19 of GAC supplemented)
- Article 19 - Interests on overdue payments (article 28 of GAC)
- Article 20 - Penalties for delay (article 29 of GAC supplemented)
- Article 21 - Final detailed account (GAC supplemented)
- Article 22 - General detailed account (GAC supplemented)
- Article 23 - Tax and customs schedule (GAC supplemented)
- Article 24 - Stamp duty and registration (article 20 of GAC)

Chapter III: Execution of the services

- Article 25 - Contract execution deadline (article 20 GAC)
- Article 26 - Obligations of the Project Owner (GAC supplemented)
- Article 27 - Obligations of service provider (GAC supplemented)
- Article 28 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 29 - Insurance (GAC supplemented)
- Article 30 - Approval of personnel (GAC supplemented)
- Article 31 - Sub-contracting (article 27 of GAC)

Chapter IV: Acceptance

- Article 32 - Monitoring and Acceptance Commission (article 36 of GAC)
- Article 33 - Acceptance of services (article 36 of GAC)

Chapter V: Miscellaneous provisions

- Article 34 - Force majeure (article 41 of GAC)
- Article 35 - Termination of the contract (article 42 of GAC)
- Article 36 - Differences and disputes (article 48 of GAC)
- Article 37 - Drafting and dissemination of this contract (GAC supplemented)
- Article 38 and last: Entry into force of the contract (GAC supplemented)

CHAPTER I: GENERAL

Article 1: Subject of contract

The subject of the Open National Invitation to Tender is for study on the impact of the start-up 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 N°022/ONIT/PPRD/STB/2025 of 27/08/2025.

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

3.1 General definitions:

- The Project Owner and 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 Manager: shall be Assistant of Procurement Manager of PPRD, ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Contract Engineers: shall be the Monitoring and Evaluation Manager of PPRD, 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 authority in charge of the external control of the execution of the contract: 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 Specialised 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 Cameroon both within his own organization and in the execution of the contract.

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

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

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

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

1. Law N° 2018/011 of 11 July 2018 to lay down the Cameroon Code of Transparency and Good Governance in public finance management.
2. 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
8. Order N° 075/CAB/PM of 30 July 2024 on the reorganization of the PPRD NW-SW;
9. 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 North-West and Sud-West Regional Councils, 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:

- 8.1 The Administrative Order to start execution shall be signed by the Contracting Authority [and notified 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).
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the service provider by the Contract Manager with a copy to the 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.
- 8.6 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.7 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

Article 9: Service provider's equipment and personnel (Article 15 of GAC supplemented)

- 9.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Project Owner or Contract Manager. In case of modification, the service provider shall have himself replaced by a member of staff of equal competence (*qualifications and experiences*).
- 9.2 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.
- 9.3 Any modification shall be notified to the Contracting Authority.

CHAPTER II: FINANCIAL CONDITIONS

Article 10: Guarantees and bonds (GAC supplemented)

10.1 Final bond

The final bond shall be set at 3 % 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.

10.2 Performance bond

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

10.3 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 11: Amount of the contract (GAC supplemented)

The amount of this contract as it emerges from the attached is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

Article 12: Place and method of payment (GAC supplemented)

The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the service provider in the _____ bank.

- b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the service provider in _____ bank.

Article 13: Advances (article 18 of the GAC)

- 13.1 The Project Owner shall grant a start-off advance equal to 20% of the amount of the contract
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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 14: Payment for services (article 19 GAC supplemented)

- 14.1 *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.*
- 14.2 *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.*

(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.

Or

(Indicatively for contracts with lump sum payments)

Scheduling of the payment

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

Approval of the provisional report

- Within 15 days following its provisional approval 60%
- Approval of final report 40%

The detailed accounts in six (6) copies shall be presented by the service provider in CFA francs (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 account.

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

14.3 Detailed account of start-off advance.

Article 15: 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 16: Penalties for delays (Article 29 of GAC supplemented)

A. Penalties for delay

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

- a. One two thousandths (1/2000th) 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.

16.2 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]

16.3 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 30,000 CFAF;
- iii. Late submission of insurances 50,000 CFAF;
- iv. Late submission of the draft execution schedule if the lateness is caused by the service provider 50,000 CFAF.

Article 17: Final detailed account (GAC supplemented)

17.1 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.

17.2 Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager.

17.3 Indicate the time-limit available to the contractor to return the signed final detailed account.

Article 18: General and final detailed account (GAC supplemented)

18.1 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.

18.2 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.

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

18.4 The transmission of the general and final statement to the Paying Body for payment is subject to prior approval by the Minister of Public Contracts. To this end, a copy of the corresponding attachment and all provisional statements must be previously sent to the Paying Body or given to its representative on site, if applicable.

Article 19: 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 mean VAT included.

Article 20: 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 21: Nature of services

The services concern study on the impact of the start-up supports in the North--West and South-West regions.

The services covered by this Call for Tender consist of:

Phase 1:

- 1.1 Harmonisation of the execution methodology.
- 1.2 Assessment of the situation of support provided to start-ups by the PPRD through the UNDP between 2021 and 2024;
- 1.3 Inventory of the main impacts resulting from the support granted to beneficiary start-ups.

Phase 2 :

- 2.1 Evaluation of the general satisfaction of start-ups benefiting from support in relation to their expectations;
- 2.2 Documentation of good practices of start-ups benefiting from PPRD support;
- 2.3 Formulation of recommendations to the various stakeholders concerned with a view to optimizing the support provided to start-ups;
- 2.4 Identification and proposition of key sectors of intervention for start-up support with cost estimate by the PPRD NW/SW within the short, medium and long terms.
- 2.5

Phase 3 :

- 3.1 Preparation and submission of the preliminary report;
- 3.2 Report validation workshop.

Article 22: Execution time-limit of the contract (article 20 of GAC)

- 22.1 The time-limit for the execution of the works forming the subject of this contract shall be three (03) months.
- 22.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the service.

Article 23: Responsibilities of the Project Owner (GAC supplemented)

- 23.1 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.
- 23.2 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 24: Responsibilities of the service provider (CAG supplemented)

- 24.1 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.
- 24.2 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.
- 24.3 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.

24.4 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.

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

24.6 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).

24.7 The service provider shall bear the professional costs and coverage of risks or illness or accident within the context of his mission.

24.8 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 25: 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 26: 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 27: 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 28: Sub-contracting (article 27 of 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 29: 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 Contract Manager, Assistant of Procurement Manager.... Member
- The Project Engineer, Monitoring and Evaluation Manager..... Rapporteur
- The Infrastructure Manager, PPRD..... Member
- The Procurement Manager, PPRD..... Member
- The Representative of MINMAP..... Observer
- The Contractor..... Invited

Members of the Commission shall be convened by mail for acceptance within a deadline which should not exceed fifteen (15) days before the date of acceptance, at least ten (10) days before the date of acceptance.

Article 30: 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 31: 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 32: 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 33: 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 34: Production and dissemination of this contract (GAC supplemented)

Fifteen (15) copies of this contract shall be produced at the cost of the service provider and furnished to the Contract Manager.

Article 35 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)

TABLE OF CONTENTS

1. CONTEXT AND JUSTIFICATION.....	64
2. OBJECTIVES	64
a) General objective	64
b) Specific objectives	64
3. EXPECTED RESULTS	65
4. METHODOLOGY OF THE MISSION	65
5. DELIVERABLES OF THE MISSION	67
6. DURATION OF THE MISSION	67
7. PROVIDER PROFILE	67

1. CONTEXT AND JUSTIFICATION

The crisis in the Northwest and Southwest regions of Cameroon has damaged public infrastructure, shattered social cohesion, and slowed economic development. Economic activity has been particularly impacted by this crisis. Some commercial and entrepreneurial activities have been completely paralysed due to the severe restrictions of the movement of people and goods in these two regions. Some companies, especially startups, have simply stopped their activities because they have lost their production facilities and due to the scarcity of potential customers who are unable to leave for fear of possible reprisals.

Faced with this situation, the Government officially recognised these two regions as well as the Far North region, by Decrees No. 2019/3178/PM and No. 2019/3179/PM of September 2, 2019 signed by the Prime Minister, the status of economically devastated areas, defined as circumscribed territorial areas in which economic activity is structurally and durably affected by insecurity. These texts aimed, among other things, to promote the continuation of the activities of companies affected by security crises but above all to encourage the establishment of new companies for a resumption of economic activity. In this regard, the Government provided, among other things, tax advantages for companies that were willing to continue or carry out their activities in these regions.

In the same vein, the Presidential Plan for the Reconstruction and Development of the North-West and South-West Regions (PPRD), through the UNDP, provided various types of support to start-ups in the aforementioned regions to enable them to boost their activities. This support, which aimed to revitalize the local economy in these regions, included both financial support (grants and lines of credit at preferential rates for businesses and start-ups) and non-financial support (capacity building and support for the acquisition of equipment and inputs). Available estimates indicate that nearly 1,000 businesses and start-ups benefited from this support between 2022 and 2024.

Before proceeding with the granting of support to businesses and start-ups in these regions, it is necessary to first assess the real impact this support has had on their development. This includes ensuring that this support has truly met the needs of the beneficiary start-ups, that its use has effectively contributed to the development of these start-ups and that ultimately this support has had the desired impact on the local economy.

It is in this perspective that this study, which focuses on the impact of support for start-ups in the North-West and South-West regions, is envisaged. Its main aim is to justify the need or not to continue with support for start-ups and/or possibly to redefine or redirect this support for a better result. The present terms of reference aim to define the recruitment procedures for a firm or research office that will carry out this study.

2. OBJECTIVES

a) General objective

The general objective of this study is to optimise the various support provided by the PPRD to start-ups in the North West and South West regions.

b) Specific objectives

More specifically, this study aims to:

- Assess the situation of support provided to start-ups by the PPRD through the UNDP between 2021 and 2024;
- Inventory and document the impacts of the support provided to beneficiary startups;
- Assess the overall satisfaction of beneficiaries with the support received compared to expectations;
- Identify best practices among startups receiving PPRD support through the UNDP;

- Identify and propose key sectors of intervention for start-up support with cost estimate by the PPRD NW/SW within the short, medium and long terms.
- Formulate recommendations to the various stakeholders involved to optimise the support provided to startups in the Northwest and Southwest regions.

3. EXPECTED RESULTS

The expected results of this mission are as follows:

- An overview of the support provided to startups by the PPRD through the UNDP between 2021 and 2024 is available;
- An inventory of the main impacts resulting from the support provided to beneficiary startups is compiled;
- The overall level of satisfaction of startups receiving support compared to their expectations is available;
- Documented best practices of startups receiving PPRD support through the UNDP;
- Sectors of intervention for start-up support by the PPRD NW/SW within the short, medium and long term are provided.
- Key recommendations for the various stakeholders involved with a view to optimising the support provided to startups in the Northwest and Southwest regions are formulated.

4. METHODOLOGY OF THE MISSION

The achievement of this mission is divided into three main phases, each consisting of several activities:

Phase 1:

2.1 Harmonisation of the execution methodology

This first activity involves organising a methodology framing meeting between the services of the Project Owner and the Consultant. It will allow both parties to agree on the practical arrangements for carrying out the mission and to harmonise the understanding of the terms of reference. It will also be an opportunity for the Project Owner to provide the Consultant with all the documentation and information necessary to carry out the mission. At the end of this meeting, the Consultant must prepare and submit to the Project Owner an initial report presenting:

- the mission execution methodology agreed upon by the parties;
- the mission activity schedule;
- the identified difficulties that could impact the normal conduct of the mission, as well as the measures planned to overcome or mitigate them;
- the list of equipment and logistics to be deployed, as well as their distribution;
- the nominal list of the selected management personnel, as well as their mobilization schedule;
- the proposed methods and tools for data collection and analysis during the mission;
- the outline of the mission report.

2.2 Assessment of the situation of support provided to start-ups by the PPRD through the UNDP between 2021 and 2024

This activity consists, on the basis of the data available at the PPRD (UNDP), of:

- List the support provided by type (financial, non-financial, value or volume, etc.) to startups in the Northwest and Southwest regions by the PPRD through the UNDP between 2021 and 2024;
- Provide the characteristics of startups benefiting from PPRD support through the UNDP between 2021 and 2024 (number, category, location, activity, contacts, etc.).

2.3 Inventory of the main impacts resulting from the support granted to beneficiary start-ups

This activity aims to assess the impacts resulting from PPRD support provided to startups. The goal is to conduct a survey of beneficiary startups to provide information on the socioeconomic impact indicators recorded at the beneficiary startup level following the support received.

The indicators to be provided include, for example (this list is not exhaustive; it will need to be completed by the Consultant):

- the number of jobs created;
- the average growth in turnover;
- the average increase in share capital;
- the increase in the number of production units/branches/offices;
- the average increase in staff salaries;
- the number of parallel businesses created around startups receiving support;
- the average increase in the value of taxes paid to the State;
- Etc.

2.4 Proposition of the key sectors of PPRD intervention for start-up support in within short, medium and long terms

This activity will consist, on the basis of the analyses carried out previously, of proposing to the Project Owner the key sectors of intervention for the optimisation of PPRD support to start-ups in the short, medium and long terms. This proposal must also be accompanied by a cost assessment for the various interventions envisaged.

Phase 2 :

3.1 Evaluation of the general satisfaction of start-ups benefiting from support in relation to their expectations

This activity will involve assessing the overall satisfaction level of start-ups receiving support from the PPRD in relation to their expectations. It will involve gathering the opinions of a representative sample of beneficiary start-ups (according to category, type of support and their geographical locations) to evaluate their appreciation of the support received from the PPRD.

3.2 Documentation of good practices of start-ups benefiting from PPRD support

This activity aims to present start-ups that have benefited from the support of the PPRD and have been able to develop their activities thanks to this support, so that they can serve as references for others. Specifically, this will involve:

- Define objective criteria for best practices to be adopted;
- Collect and analyse data on startups eligible for best practices;
- List and characterise the best practices selected.

3.3 Formulation of recommendations to the various stakeholders concerned with a view to optimizing the support provided to start-ups

This activity involves formulating relevant recommendations to various stakeholders with a view to optimizing the support provided to start-ups. The stakeholders involved are:

- The State;
- Decentralised Local Authorities;
- Public and private partners;
- Start-ups and businesses.

Phase 3 :

4.1 Preparation and submission of the preliminary report

At this stage, the Consultant must prepare the mission report based on the framework outlined in the inception report. This interim report is submitted to the Project Owner's services via the Contract Engineer, who will evaluate it and return the version containing their observations and suggestions to the Consultant.

The Consultant is required to take into account the Contract Engineer's observations.

4.2 Report validation workshop

The Consultant, after taking into account the observations, organizes in collaboration with the services of the Project Owner, a workshop to validate the final report of the mission.

5. DELIVERABLES OF THE MISSION

At the end of this mission, the following deliverables are expected from the Consultant:

N°	Livrables	Délais de livraison
1	Initial report	T0 + 10 days
2	Good Practice Report	T0 + 40 days
3	Preliminary report	T0 + 80 days
4	Final Report	T0 + 90 days

6. DURATION OF THE MISSION

The methodological approach set out above will be implemented for an expected period of ninety (90) calendar days from the date of notification of the start-up service order.

7. PROVIDER PROFILE

Any technical study firm or office with proven skills in carrying out socio-economic studies.

a) Key mission personnel

Team Leader

- Must hold a Master's degree (BAC+5) in economics with a specialisation in entrepreneurship, business management, competitive intelligence, or a similar field;
- Have at least five (5) years of experience conducting socioeconomic studies;
- Have conducted, as a Mission Leader, at least two (2) socioeconomic impact or satisfaction studies with companies;
- Have a good knowledge in both English and French;
- Have a good knowledge of common Office tools (Word, Excel) and the Internet;
- Have good writing skills.

One (01) Statistician economist

- Must hold a Bachelor's degree in economics, statistics, or a related field;

- Have at least three (03) years of experience collecting and processing economic data;
- Have participated in at least two (02) socioeconomic studies;
- Demonstrate proficiency in applications and other data processing software;
- Have a good command of English and French.

One (01) Entrepreneurship Expert

- Must hold a Bachelor's degree in Entrepreneurship, Business Management, Business Administration, Trade, or a similar field;
- Have at least three (03) years of experience supporting startups;
- Have participated in at least one study on startups;
- Have a good command of English and French.

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:
Name of candidate: Address:

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: <i>Month/year</i> Completion date: <i>Month/year</i>	Approximate value of services (in CFA F exclusive of taxes)
Name of possible associates/partners	Number of months of specialist work furnished by associates:
Name and function of officials (Director/Coordinator of Project, Team Leader)	
Description of project:	
Description of services rendered by your personnel:	

Name of candidate: _____

Submit supporting documents

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

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

On the data, services and installations to be furnished by the Contracting Authority:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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

2. Support staff (head office and local)

Name	Position	Tasks

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: Nationality

Membership of professional associations/groups:

.....

Specific duties:

.....

Main qualifications:

[In about half a page, give a summary of aspects of the employee's training and experience most useful to the tasks within the scope of the mission. Indicate the level of responsibility exercised by the employee during previous missions by specifying the date and place].

.....

Training:

[In about a quarter page, summarise the university and other specialised studies by the employee by indicating the names and addresses of the schools and universities attended, with the dates of attendance as well as the diplomas obtained].

.....

.....

Attached documents:

- Certified true copy of the highest diploma and possibly an attestation from the professional corporation
- Attestation of availability

.....

Professional experience:

[In about two pages, draw up a list of employment exercised by the employee since the end of his studies in reverse chronological order, starting with the current position. For each position; indicate the dates, name of employer, title of

position occupied and place of work. For the last ten years, specify in addition the type of activity performed and where need be, the names of clients likely to furnish references].

.....

Knowledge of information technology:

[Indicate the level of knowledge]

.....
.....

Languages:

[Indicate for each language the level of knowledge: mediocre/average/good/excellent, in relation to the reading/written/spoken aspects].

Attestation:

I, the undersigned, hereby truthfully certify that the information furnished above is a true testimony of my situation, qualifications and experience.

..... Date:
[Signature of employee and the empowered representative of the consultant]

Date

Name of employee:

Name of empowered representative:

6G. Calendar of specialised personnel

Name	Position	Reports to be furnished/activities	Months (in the form of bar diagrams)												
			1	2	3	4	5	6	7	8	9	10	11	12	Number of months
															Sub-total (1)
															Sub-total (2)
															Sub-total (3)
															Sub-total (4)

Full time: _____ Part time: _____

Reports to be furnished: _____

Duration: _____

Signature: _____
(Authorised representative)

Name: _____

Position: _____

Address: _____

6H. Calendar of activities (work schedule)

A. Specify nature of activity

	<i>[Months or weeks from start of mission]</i>											
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	10 th	11 th	12 th	
Activity (task)												

B. Completion and submission of reports

Reports	Date
1. Preliminary report	
2. Progress report a. First progress report b. Second progress report	
3. Draft final report	
4. Final report	

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
- 7I 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; ...etc);
 - 2. Breakdown of unit prices;
 - 3. Reimbursable cost, where need be.

1. 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 signatory

Name of candidate: Address

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 _____
Price components	Currency(ies)	Amount(s)
Remuneration		
Reimbursable costs		
Sundry costs		_____

7.D. Unit costs of key personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

7.E. Unit cost of execution personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

7.F. Distribution of remuneration by activity

Activity No.: _____ Name: _____

Names	Position	Contribution	Exchange rate remuneration	Amount
Permanent personnel				
Local personnel				
External consultants				
Grand total				

7.G. Reimbursable costs by activity

Activity No. _____ Name: _____

No.	Description	Unit	Quantity	Unit price	Total amount
1.	International air travel	By voyage			
2.	Sundry travel costs	By voyage			
3.	Living allowance	Per day			
4.	Local transport costs				
5.	Office/lodging/ rentals				_____

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

N° Price	Designation	Unity	Unit Price in CFA F Excluded VAT	
			In figures	In letter
01	Harmonisation of the execution methodology This price covers the organization of the framing meeting, the preparation and validation of the inception report. It takes into account the costs related to personnel, materials and other logistics necessary for carrying out the activity. Unity Package	P		
02	Assessment of the situation of support provided to start-ups by the PPRD through the UNDP between 2021 and 2024 This price covers the costs of collecting information available from UNDP, PPRD and other sources to establish the status of the support provided. It takes into account the costs of personnel, materials, reproduction of documents and other logistics. Unity Package	P		
03	Inventory of the main impacts resulting from the support granted to beneficiary start-ups This price covers the costs associated with reviewing available documentation, conducting a survey of beneficiary startups, and processing and analyzing data to assess socioeconomic impact indicators resulting from the support provided to startups. It includes the costs of personnel, materials, reproduction, and other logistics required to carry out this activity. Unity Package	P		
04	Evaluation of the general satisfaction of start-ups benefiting from support in relation to their expectations This price covers the costs of conducting a survey of start-ups and other stakeholders, as well as the use of any other data sources, to determine the level of satisfaction of beneficiaries. It takes into account the costs of personnel, materials, reproduction, and the logistics necessary for the successful completion of this activity. Unity Package	P		
05	Documentation of good practices of start-ups benefiting from PPRD support This price covers the costs related to the collection, processing and analysis of data relating to the best practices of start-ups benefiting from PPRD support. It takes into account the costs related to personnel, materials, reproduction as well as the logistics necessary for the successful completion of this activity. Unity Package	P		
06	Formulation of recommendations to the various stakeholders concerned with a view to optimizing the support provided to start-ups This price covers the costs associated with formulating recommendations to the various stakeholders. It takes into account the costs associated with personnel, materials, reproduction, and the logistics required to successfully complete this activity.	P		

	Unity Package			
07	Proposition of the key sectors of PPRD intervention for start-up support in within short, medium and long terms This price covers the costs associated with proposing sectors of intervention for PPRD Support for start-up within short, medium and long terms. It takes into account the costs associated with personnel, materials, reproduction, and the logistics required to successfully complete this activity. Unity Package	P		
08	Preparation and submission of the interim report This price covers the costs associated with consolidating the study results, drafting and reproducing the interim mission report. It takes into account all costs related to personnel, equipment, reproduction and other logistics necessary to carry out this activity. Unity Package	P		
09	Report validation workshop This price covers the costs related to the production of the final mission report and the organization of the validation workshop of said report. It covers the costs related to personnel, materials, reproduction and other logistics necessary for the proper organization of this activity. It also takes into account the costs related to travel, accommodation, catering as well as per diems for participants throughout the duration of the workshop. Unity Package	P		

7.J. Framework of detailed estimates

Arrested the present estimated detail at the Sum of:

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

N° Price	Designation	Unity	Quantity	Unit Prices (in CFAF)	Total Cost (in CFAF)
01	Harmonisation of the execution methodology	P	01		
02	Assessment of the situation of support provided to start-ups by the PPRD through the UNDP between 2021 and 2024	P	01		
03	Inventory of the main impacts resulting from the support granted to beneficiary start-ups	P	01		
04	Evaluation of the general satisfaction of start-ups benefiting from support in relation to their expectations	P	01		
05	Documentation of good practices of start-ups benefiting from PPRD support	P	01		
06	Formulation of recommendations to the various stakeholders concerned with a view to optimizing the support provided to start-ups	P	01		
07	Proposition of the key sectors of PPRD intervention for start-up support in within short, medium and long terms	P	01		
08	Preparation and submission of the interim report	P	01		
09	Report validation workshop	P	01		
				TOTAL Excluded VAT	
				VAT (19,25%)	
				AIR (2,2 ou 5,5%)	
				TOTAL Included All taxes	
				NET TO BE PAID	

Arrested the present estimated detail at the Sum of:

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.

- a. Detail of sales coefficient according to the model presented after this note;
- b. Cost in net price of materials for the service
- c. Cost in net price of supplies necessary for the service;
- d. Cost of local and expatriate human resources;
- e. For each price on the schedule, a form conceived out of points a, b, c and above indicating the outputs leading to unit prices;
- f. Precise sub details of prices of all-ins for improvements, maintenance of premises and supply of means made available, where necessary;
- g. Sub-detail of taxes and dues.

- A. Overheads of the service

B. Overheads of head office

- Total C2

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

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

CONTRACT N° _____/C/PPRD-NWSW/STB/2025 OF _____/2025 AWARDED AFTER OPEN NATIONAL
INVITATION TO TENDER (EMERGENCY PROCEDURE) N°022/ONIT/PPRD-NWSW/STB/2025 OF _____ FOR
THE STUDY ON THE IMPACT OF THE START-UP SUPPORTS IN THE NW AND SW REGIONS.

HOLDER OF CONTRACT: *[indicate the holder and his full address]*

P.O. Box 0000 ____, Tel ____, Fax: ____
Business Registry No. ____ A issued at ____
Taxpayer's No. ____

SUBJECT OF CONTRACT: *[indicate the full subject of the supply]*

AMOUNT OF CONTRACT:

IAT	
EVAT	
VAT (19.25%)	
AIR (1.1 or 1.65 %)	
Net to be paid	

DELIVERY DEADLINE: *90 days, 3 months*

FINANCING: *2025 PIB PPRD*

BUDGET HEAD: *59 B1 976 03 650001 464590*

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

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./Mrs. _____ its General Manager

Hereinafter referred to as "THE SERVICE PROVIDER"

On the other hand,

It has been agreed and settled as follows:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Terms of Reference (ToR)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates (DE)

PAGE.... AND LAST PAGE OF CONTRACT No.____ /CONTRACT/PPRD/STB/2025 *[recall the method of award of contract]*
..... for

HOLDER:

TIME-LIMIT:

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

DOCUMENT NO.9: MODEL DOCUMENTS TO BE USED BY BIDDERS

Table of model documents

Annex No. 1: Declaration of intention to bid.

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

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

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

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".

Reference of the Tender: No _____

We *[name and address of the bank]*, with head office at *[bank's address]* hereinafter referred to as "the bank" hereby declare to guarantee payment to the Contracting Authority of the full amount of *[indicate the amount]* CFA francs, binding itself, its successors and assignees.

Signed and authenticated by the bank at _____, on _____

The conditions of this commitment are as follows:

1. If the bidder retires his bid during the validity period specified by him in the tender file;
2. If the bidder, having been notified of the of the bid by *[indicate Contracting Authority]* during the validity period:
 - a. Fails or refuses to sign the contract, even though required to do so;
 - b. Fails or refuses to furnish the performance bond for the contract as provided for by the contract;

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

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

Annex No. 3: Model final bond

Bank:

Reference of the bond: No _____

Addressed to *[Indicate the Contracting Authority and his address]* Cameroon, hereinafter referred to as the "Contracting Authority"

Whereas _____ *[name and address of Supplier]*, hereafter referred to as "the service provider", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the services]*.

Whereas it is stated in the contract that the service provider shall entrust to the Contracting Authority a final bond of an amount equal to *[indicate the percentage 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, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any amount up to the sum of _____ *[in figures and words]*.

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

This final bond shall enter into force as soon as it is signed and as soon as the Contracting Authority notifies the service provider of the approval of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the services.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment formulated by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

Bank: reference, address _____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of _____ [the holder] to the benefit of the Project Owner [address of the Project Owner] (the beneficiary)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [indicate the subject of the services, the references of the invitation to tender and the lot, if applicable] of the total sum corresponding to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of _____ [the holder] opened in the _____ bank under No. _____.

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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:

- i. 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:**

- 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 of the Contracting Authority, including any anti-competitive conduct aimed at restricting access to the contract or limiting free market competition.

6. We, along with our consortium members and subcontractors, authorise the Contracting Authority to examine the accounting records relating to the awarding and execution of the contract or framework agreement and submit them for audit by designated officials.

Signature:

Name:

Duly authorised to sign the offer on behalf of:

Date:

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.

Signature:

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

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Épargne 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)
10. 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
2. Activa Assurances
3. Atlantique Assurances S.A.
4. Zénithe Insurance S.A.
5. Pro-Assur S.A.
6. Aréa Assurances S.A
7. Bénéficial General Insurance S.A.
8. CPA S.A.
9. Nsia Assurances S.A.
10. SAAR S.A.
11. Saham Assurances S.A.

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

EVALUATION GRILL

Bidder : _____

Eliminatory criteria

No	DESCRIPTION	Yes	No
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, signed, dated and a hand-endorsed Bid bond and original copy of 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	Absence of the sworn statement for not having abandoned contracts during the last three years		
8	Absence of integrity charter dated and signed		
9	Absence of a dated and signed commitment statement to comply with environmental and social clauses		
10	Absence of Special Technical Clauses initialled in all the pages and last page signed (with mention "read and approved")		
11	Absence of Special Administrative Clauses filled, each page initialled and last page signed (with mention "read and approved")		
12	Absence of Terms of Reference, initialled in all the pages and last page signed (with mention "read and approved").		

VERIFICATION OF ADMINISTRATIVE DOCUMENTS

N°	Designation	Yes	No	Observation
a	The declaration of intention to tender signed, dated and stamped at one thousand five hundred (1500) CFA Francs (according to the attached model)			
b	The grouping agreement, if applicable;			
c	The signing authority, if applicable;			
d	A certificate of non-bankruptcy issued by the District Court of the bidder's place of residence dated less than three (03) months preceding the date of submission of bids;			
e	A certificate of bank domiciliation of the bidder, issued by a first-rate bank approved by the Ministry in charge of Finance of Cameroon;			
f	The receipt for the purchase of the Call for Tenders file for an amount of twenty (20,000) thousand FCFA;			
g	A bid bond (as per attached model) dated, signed, stamped and paid by hand, in the amount of Two hundred and fifty thousand (250,000) CFAF, issued by a first-rate bank or an insurance company approved by the Ministry of Finance of Cameroon and valid for thirty (30) days beyond the original bid validity date. This			

	bond must be accompanied by an original copy of the CDEC deposit receipt;			
h	A certificate of non-exclusion from public procurement issued by the competent authority of the body responsible for regulation			
i	A certificate of non-taxation in the process of being validated and stamped at one thousand five hundred and 1500 FCFA			
j	A certificate for submission signed by the Director of the National Social Security Fund or an authorized representative certifying that the bidder has fulfilled its obligations towards said fund dating from less than three (03) months;			
k	A registration certificate stamped at one thousand five hundred (1500) CFA Francs;			
l	A copy of the valid commercial register;			
m	A location plan sealed and signed on honour; stamped at two thousand (2000) CFA Francs			

Note : In the event of a grouping, each member of the grouping must present a complete administrative file, with documents a, e, f, and g being presented only by the grouping's representative..

TECHNICAL EVALUATION

N°	Criteria	Sub-criteria	Mark	Socre obtained
01	General presentation of bid (05 points)	<p>Clarity and consistency of the presentation of the offer: Cover pages, binding, dividers, table of contents, subtitles and well-defined sections) – 02 points</p> <p>Layout: compliance with the order of the parts as defined in the SRIT in order to facilitate verification – 01 point</p> <p>Full pagination of submitted documents – 01 point</p> <p>Readability: good formatting, font size, clear presentation of tables, professional and neat layout – 01 point</p>	05	
02	<p>Bidder references (25 pts)</p> <p><i>NB: For each reference, attach copies of the first and last pages and the technical acceptance report or the certificate of proper execution.</i></p>	<p>Have references in the field in the field of socio-economics impacts assessment studies or in relating of the start-up</p> <p>5 points per reference (Max 10 points)</p>	10	
		<p>Have satisfactorily completed at least two missions of study of socio-economics impacts assessment studies or in relating of the start-up</p> <p>7,5 points per project (max 15 points)</p>	15	
03	Experience and qualifications of the staff assigned to the mission (50 pts)	<p>a) Team Leader (25 points)</p> <ul style="list-style-type: none"> - Expert qualification (At least a BAC + 5 in economics with a specialization in entrepreneurship, business management, competitive intelligence, or a similar field): - 05 points - Professional experience <ul style="list-style-type: none"> • Have at least five (5) years of experience conducting socioeconomic studies: <i>At least 5 years of experience = 5 points</i> <i>More than 5 years of experience = 7 points</i> • Have conducted, as a Mission Leader, at least two (2) socioeconomic impact or satisfaction studies with companies; <i>At least two projects = 5 points</i> <i>More than two projects = 7 points</i> • Have a good command of English and French - 03 points • Have good writing skills - 03 points <p>b) One (01) Statistician economist (15 points)</p> <ul style="list-style-type: none"> - Qualification of the expert (Have at least a Bachelor's degree or a Bachelor's degree in economics, statistics, or an equivalent field): - 05 points - Professionnal experience <ul style="list-style-type: none"> • Have at least Have at least three (03) years of experience collecting and processing economic data: <i>At least 3 years of experience = 3 points</i> <i>More than 3 years of experience = 5 points</i> • Justify participation in at least two (02) socioeconomic studies : 	25	
			15	

		<p><i>At least two studies = 3 points</i> <i>More than two studies = 5 points</i></p>		
		<p>c) One (01) Entrepreneurship Expert (10 points)</p> <ul style="list-style-type: none"> - Expert qualification (Have at least a Bachelor's degree in Entrepreneurship, Business Management, Business Administration, or a degree in a similar field): - 4 points - Professional experience <ul style="list-style-type: none"> • Have at least three (03) years of experience supporting startups: <i>At least 3 years of experience = 2 points</i> <i>More than 3 years of experience = 3 points</i> • Justify participation in at least one study on startups <i>At least 1 study = 2 points</i> <i>More than 1 study = 3 points</i> 	10	
04	Observations and suggestions of the ToR (10 pts)	<p>Observations made 1 pt per observation (Max 02 points)</p> <p>Relevance of each observation (relates to an insufficiency or inconsistency) 2 pts per observation (Max 04 points)</p> <p>Relevance of suggestions (Proposal of suitable solutions to the relevant observation) 2 pts per suggestion (max 04 points)</p>	10	
05	Organization, methodology and proposed work plan (10 pts)	<p>Clarity of the methodology in the specific context (the Consultant must propose a clear, well-structured and easy-to-understand methodology) - 2,5 points</p> <p>Adaptation of the methodology to the specific context (Methodology adapted to the particular context of the mission) - 2,5 points</p> <p>Adaptation of the methodology to the specific context (Methodology adapted to the particular context of the mission) - 2,5 points</p> <p>Clarification of responsibilities (Each team member should have clearly defined responsibilities, avoiding overlaps and gray areas) - 2,5 points</p>	10	
TOTAL			100	

NB: To be technically qualified, the bidder must obtain a score of at least 70 points out of 100.