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REPUBLIC OF CAMEROON
Peace - Work - Fatherland



REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie

MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

SECRETARIAT GENERAL

DEPARTMENT OF URBAN DEVELOPMENT

SERVICE OF HYGIENE AND SANITATION

OWNER: City Mayor of the City of Bamenda

CONTRACTING AUTHORITY: City Mayor of the City of Bamenda

-Bamenda City Council Internals Tender Board

-Central Commission for the Control of Service and Intellectual Benefits Contracts

OPEN INTERNATIONAL CALL FOR TENDERS

N° _____001/OIIT/BCC/SG/DUD/SPC/SHS/BCCITB/2023

FROMMARCH.... 2023

FOR THE COLLECTION, TRANSPORTATION OF HOUSEHOLD GARBAGE, SWEEPING AND
CLEANING OF STREETS, CLEANING OF GUTTERS AND A FURTHER DISTANCE OF 5M FROM EDGE OF
STREETS, PUBLIC SQUARES, BUS STATIONS AND MARKETS, DEVELOPMENT AND OPERATION
OF THE WASTE TREATMENT CENTER OF THE CITY OF BAMENDA, MEZAM DIVISION,
NORTH-WEST

COMPLETION TIME: 5 (five) years

FUNDING: BUDGETS OF THE STATE OF CAMEROON AND THE CITY COUNCIL OF BAMENDA, FISCAL YEAR 2023
TO 2028

PROVISIONAL AMOUNT: 7,150,000,000FCFA Taxes inclusive.

- STATE OF CAMEROON : 90%
- BCC : 10% ALLOCATION : 610,116 "Hygiene and Sanitation"

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DOCUMENT N°1
TENDER NOTICE

I. I English version



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

SECRETARIAT GENERAL

DEPARTMENT OF URBAN DEVELOPMENT

SERVICE OF HYGIENE AND SANITATION

BAMENDA CITY COUNCIL INTERNAL TENDERS BOARD

**CENTRAL COMMISSION FOR CONTROL OF INTELLECTUAL SERVICES AND BENEFITS
CONTRACTS**

NOTICE OF OPEN INTERNATIONAL TENDER

**FOR THE COLLECTION, TRANSPORTATION OF HOUSEHOLD GARBAGE, SWEEPING AND
CLEANING OF STREETS, CLEANING OF GUTTERS AND A FURTHER DISTANCE OF 5M FROM EDGE
OF STREETS, PUBLIC SQUARES, BUS STATIONS AND MARKETS, DEVELOPMENT AND
OPERATION OF THE WASTE TREATMENT CENTER OF THE CITY OF BAMENDA, MEZAM
DIVISION, NORTH-WEST**

**FUNDING: BUDGET OF THE STATE OF CAMEROON AND THE BAMENDA CITY COUNCIL, FISCAL YEAR
2023 to 2027**

1. Subject of the Call for Tenders

As part of the achievement of the objective of complete cleanliness of the city of BAMENDA, for the years 2023 to 2028, the Mayor of the City of BAMENDA, Project Owner, is launching on behalf of his City, an Open International Invitation to Tender for the collection and transport of household waste, the sweeping and cleaning of streets, public places, bus stations and markets, the operation of the waste treatment centre in the town of BAMENDA, MEZAM DIVISION, NORTH-WEST region.

2. Consistency of Services

The main objective of the services is the collection of household waste and urban solid waste in the city of BAMENDA for the integral cleanliness of the city.

The services consist of:

- the placement of garbage bins in appropriate areas and their emptying;
- The installation of waste paper baskets in squares and public gardens as well as their emptying;
- The collection of household waste;
- The transport of household waste and other waste to the landfill;
- The sweeping and cleaning of streets, public squares, bus stations and markets;
- Cleaning of gutters and a further distance of 5m from the edge of the road
- Instillation of Weighing stations at the dumb sites

- Operation of the Mbelewa Waste Treatment Center;
- all other constraints necessary for a good level of cleanliness of the city

3. Execution delay

The overall period of execution of this contract is: 5 years, i.e. March 2023 to April, 2027.

4. Allotment

The services thus defined are not divided into lots.

5. Estimated cost

The estimated cost of the operation at the end of the preliminary studies is:

7,150,000,000FCFA including taxes for 5 years (2023 to 2027)

- 90% State of Cameroon;
- 10% BCC Budget.

YEAR	TONAGE	AMOUNT
2023	73,003	1,305,147,634
2024	80,107	1,432,152,946
2025	80,204	1,433,887,112
2026	82,585	1,476,454,630
2027	84,101	1,503,557,678
TOTAL	400,000	7,151,200,000

6. Participation and origin

Participation is open to companies and/or groups of companies under Cameroonian or foreign law, operating as much as possible in the household waste management sector.

7. Funding

The services of this call for tenders are financed by the budget of the State of Cameroon and the BAMENDA City Council for the Fiscal Years 2023 to 2027.

8. Bid Bonds

Each bidder must attach to his Administrative documents, a bid bond established by a first-rate bank or by insurance companies approved by the Ministry in charge of finance and whose list appears in document 11 of the TENDER FILE, valid for ninety (90) days beyond the original date of validity of offers for an amount: 189,008,630 (one hundred and eighty-nine million, eight thousand, six hundred and thirty) CFA Francs.

9. Consultation of Tenders File

The file can be obtained from the Public Procurement Service of the Bamenda City Council Tel: 674581629, BP: 995 BAMENDA as soon as this notice is published by publication in the JDM (public procurement journal) and by display in the premises of the said Council.

10. Acquisition of the Tender File

The file can be obtained at the Public Procurement Service of the Bamenda City Council Tel: 674581629, upon publication of this notice by way of publication in the JDM (journal of public contracts) and by way of posting in the premises of the said Council, against presentation of a receipt for payment of the non-refundable sum representing the costs of purchasing the tender file, payable at the Municipal Treasury:

No.	Project title	AMOUNT
1	COLLECTION, TRANSPORTATION OF HOUSEHOLD GARBAGE, SWEEPING AND CLEANING OF STREETS, CLEANING OF GUTTERS AND A FURTHER DISTANCE OF 5M FROM EDGE OF STREETS, PUBLIC SQUARES, BUS STATIONS AND MARKETS, DEVELOPMENT AND OPERATION OF THE WASTE TREATMENT CENTER OF THE CITY OF BAMENDA, MEZAM DIVISION, NORTH-WEST	CFAF 1,000,000

11. Submission of Bids

Each offer, written in French or in English in seven (07) copies including one (01) original and six (06) copies marked as such, must be sent against receipt at the Public Procurement Service of the Bamenda City Council Tel: 674581629, at the latest 10th January 2023 at 10 a.m. local time and must bear the following mention:

OPEN INTERNATIONAL INVITATION TO TENDER
N°_001___/OIIT/BCC/SG/DUD/SPC/SHS/BCCITB/23
FROM.....MARCH..... 2023

FOR THE COLLECTION, TRANSPORTATION OF HOUSEHOLD GARBAGE, SWEEPING AND CLEANING OF STREETS, CLEANING OF GUTTERS AND A FURTHER DISTANCE OF 5M FROM EDGE OF STREETS, PUBLIC SQUARES, BUS STATIONS AND MARKETS, DEVELOPMENT AND OPERATION OF THE WASTE TREATMENT CENTER OF THE CITY OF BAMENDA, MEZAM DIVISION, NORTH-WEST

"To be opened only during the opening bid session"

NB: The offer must be accompanied by a CD or USB key containing the digital version in Excel format of the quantitative and estimated detailed framework.

12. Admissibility of offers

Under penalty of rejection, the required documents from the Administrative file must be produced in originals or in certified true copies by the issuing department or an Administrative authority, in accordance with the stipulations of the Special Regulations of the Invitation to Tenders.

They must date from less than three (03) months preceding the original date of submission of tenders or have been drawn up after the date of signature of the Tender Notice of the Invitation to Tender.

All incomplete offers in accordance with the requirements of the Tenders File will be declared inadmissible. Taking into account the authorization of certain insurance companies for the issuance of bonds, each tenderer must attach to his Administrative documents; a bond from a bank or an insurance company approved and authorized to issue bonds within the framework of Public Contracts.

13. Opening of the envelopes

The opening of the folds will be done in one time.

The opening of the Administrative documents, technical and financial offers will take place on 10th January 2023 at 11 a.m. prompt by the Internal Tenders Board of the BCC in the deliberation room of the said Council.

Only bidders may attend this opening session or be represented by a duly mandated person of their choice.

14. 14- Evaluation criteria

14.1 Elimination criteria

The qualifying criteria are as follows:

1. Absence or insufficient bid bond
2. Absence or non-compliance of a document in the Administrative file.
3. Falsified document(s) or false statement(s);
4. Technical score less than 90 out of 100;
5. Omission in the financial offer of a unit price or fixed price quantified within the framework of the quantitative and estimated estimate.
6. Absence of Audited balance sheet for the past five years.

Under penalty of rejection, the bid bond and the bidder's bank domiciliation certificate must imperatively be produced in originals, the other documents in originals or in certified copies. These Administrative justifications must date from less than three (03) months and comply with the models.

14.2 Essential criteria

The criteria relating to the qualification of candidates will relate, for information only, to:

A. Presentation	03 points
B. References of the company in similar achievements	20 points
C. Proposed methodology and its adequacy with the terms of reference	15 points
D. Qualification and competence of key personnel	15 points
E. Turnover and Financial Solvency	12 points
F. Equipment	35 points

Only tenderers having obtained at least 90 out of 100 to the technical evaluation will be put to the analysis of the financial offer.

The financial offer score will be calculated as follows:

Financial note = $100 \times \frac{\text{Amount of the proposal with the lowest price}}{\text{Amount of the offer considered}}$

The final score will be calculated as follows:

Final score = 70% technical score + 30% financial score

NB: the evaluation of the essential criteria and sub-criteria is binary, with validation thresholds attached to it. And to take into account the relative importance of the various criteria or sub-criteria, a weighting is carried out in the event of a positive (yes) or negative (no) evaluation.

15. Method of selection of the Service Provider

The Service Provider will be chosen by the cost-quality selection method in accordance with the selection methods described in this TENDER FILE.

16. Award

In case of quality-cost selection The Project Owner will award the contract to the tenderer whose tender has been recognized as essentially compliant with the Tenders File and who has the technical and financial capacities required to perform satisfactorily and whose offer has been evaluated as the lowest price, including, where applicable, the discounts offered.

17. Period of validity of offers

Tenderers remain committed to their offer for 90 days from the deadline set for the submission of tenders.

18. Signature of the contract

At the end of the examination of the offers of the tenderers by the Internal Tenders Board of the BCC and after opinion of the Central Commission of Tenders, the Contract of the services will be concluded between the successful tenderer and the Contracting Authority.

19. Further information

Additional information can be obtained during working hours at the Public Procurement Service of the Bamenda City Council Tel: 674581629.

BAMENDA, the _____

THE CITY MAYOR
(Contracting Authority)

Copy:

- ARMP/NORTH-WEST (FOR PUBLICATION AND ARCHIVING)
- MINMAP/MEZAM (FOR INFO)
- PRESIDENT BCCITB/BCC (FOR INFO)
- WIDE DISSEMINATION
- DISPLAY (FOR INFO)
- TIMELINE/ARCHIVES
- CHRONO

1.2 french version



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

SECRETARIAT GENERAL

DEPARTMENT OF URBAN DEVELOPMENT

SERVICE OF HYGIENE AND SANITATION

COMMISSION INTERNE DE PASSATION DES MARCHES DE LA COMMUNAUTE URBAINE DE BAMENDA

COMMISSION CENTRALE DE CONTROLE DES MARCHES DES SERVICES ET DE PRESTATIONS INTELLECTUELLES.

AVIS D'APPEL D'OFFRES INTERNATIONAL OUVERT

N° __001__ /AAOIO/ BCCSG/DUD/SPC/SHS/BCCITB/20223 DUMARS..... 2023
POUR LA COLLECTE, LE TRANSPORT DES ORDURES MENAGERES, LE BALAYAGE ET LE NETTOYAGE
DES RUES, NETTOYAGE DES RIGOLES ET 5M APRES LA RIGOLE, PLACES PUBLIQUES, GARES
ROUTIERES ET MARCHES, L'AMENAGEMENT ET L'EXPLOITATION DU CENTRE DE TRAITEMENT DES
DECHETS DE LA VILLE DE BAMENDA, DEPARTEMENT DE MEZAM, REGION DE NORD-OUEST
FINANCEMENT : BUDGET DE L'ETAT DU CAMEROUN ET DE LA COMMUNAUTE URBAINE DE
BAMENDA, EXERCICES de 2023 à 2027

15. Objet de l'Appel d'Offres

Dans le cadre de la réalisation de l'objectif de propreté intégrale de la ville de Bamenda, au titre des exercices 2023 à 2028, le Maire de la ville de Bamenda, Maître d'Ouvrage, lance pour le compte de sa Communauté Urbaine, un Appel d'Offres International Ouvert pour la collecte, le transport des ordures ménagères, le balayage et le nettoyage des rues, places publiques, gares routières et marchés, l'exploitation du centre de traitement des déchets de la ville de Bamenda, département de la MEZAM, région de l'Ouest.

16. Consistance des prestations

L'objectif principal des prestations est le ramassage des ordures ménagères et des déchets solides urbains dans la ville de Bamenda pour la propreté intégrale de la ville.

Les prestations consistent en :

- la mise en place des bacs à ordures dans des zones appropriées et leur vidage ;
- la pose de corbeilles à papier dans les squares et jardins publics ainsi que leur vidage ;
- la collecte des ordures ménagères ;
- le transport des ordures ménagères et autres déchets à la décharge ;
- le balayage et nettoyage des rues, places publiques, gares routières et marchés ;
- Installation des stations de épisse au site des décharge de ordures

- l'exploitation du Centre de Traitement des Déchets de Mbelewa ;
- toutes autres sujétions nécessaires à un bon niveau de propreté de la ville.

-Nettoyage des rigoles et distance supplémentaire de 5m du bord de rue

17. Délais d'exécution

Le délai global d'exécution du présent marché est de : 5 ans, soit du Mars 2023 au Avril 2027.

18. Allotissement

Les prestations ainsi définies ne sont pas constituées en lots.

19. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de :

7,151,200,000FCFA TTC pour 5 ans (2023 à 2027)

- 90% Etat du Cameroun ;
- 10% Budget de la CUB.

Années	Quantités (tonnes)	coût projeté Vat inclusive en FCFA
2023	73,003	1,305,147,634
2024	80,107	1,432,152,946
2025	80,204	1,433,887,112
2026	82,585	1,476,454,630
2027	84,101	1,503,557,678
TOTAL	400,000	7,151,200,000

20. Participation et origine

La participation est ouverte aux entreprises et/ou groupements d'entreprises de droit Camerounais ou étranger, exerçant autant que possible dans le secteur de la gestion des ordures ménagères.

21. Financement

Les prestations du présent appel d'offres sont financées par le budget de l'Etat du Cameroun et de la Communauté Urbaine de Bamenda au titre des Exercices 2023 à 2027.

22. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces Administratives, une caution de soumission établie par une banque de premier ordre ou par les compagnies d'assurances agréés par le Ministère chargé des finances et dont la liste figure dans la pièce 11 du DAO, valable pendant quatre-vingt-dix (90)jours au-delà de la date originale de validité des offres d'un montant : 189.008.630 (cent quatre-vingt-neuf millions huit mille six cent trente) Francs CFA.

23. Consultation du Dossier d'Appel d'Offres

Le dossier peut être obtenu au Service des Marchés Publics de la Communauté Urbaine de Bamenda Tél : 6 74581629, BP : 995BAMENDA dès publication du présent avis par voie de publication au JDM (journal des marchés publics) et par voie d'affichage dans les locaux de la dite Communauté.

24. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu au Service des Marchés Publics de la Communauté Urbaine de Bamenda Tél : 674581629, dès publication du présent avis par voie de publication au JDM (journal des marchés publics) et par voie d'affichage dans les locaux de ladite Communauté, contre présentation d'une quittance de versement de la somme non remboursable représentant les frais d'achat du dossier d'appel d'offres, payable à la Recette Municipale :

N°	Intitulé du projet	MONTANT
1	POUR LA COLLECTE, LE TRANSPORT DES ORDURES MENAGERES, LE BALAYAGE ET LE NETTOYAGE DES RUES, NETTOYAGE DES RIGOLES ET 5M APRES LA RIGOLE, PLACES PUBLIQUES, GARES ROUTIERES ET MARCHES, L'AMENAGEMENT ET L'EXPLOITATION DU CENTRE DE TRAITEMENT DES DECHETS DE LA VILLE DE BAMENDA, DEPARTEMENT DE MEZAM, REGION DE NORD-OUEST	1 000 000 F CFA

25. Remise des offres

Chaque offre, rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six(06) copies marquées comme telles, devra parvenir contre récépissé au Service des Marchés Publics de la Communauté Urbaine de Bamenda Tél : 674 581 629, au plus tard le 10 Janvier 2023 à 10 heures, heure locale et devra porter la mention suivante :

AVIS APPEL D'OFFRES INTERNATIONAL OUVERT
N° __001__ /AAOIO/BCC/SG/DUD/SHS/BCCITB/2023
DU MARS 2023

POUR POUR LA COLLECTE, LE TRANSPORT DES ORDURES MENAGERES, LE BALAYAGE ET LE NETTOYAGE DES RUES, NETTOYAGE DES RIGOLES ET 5M APRES LA RIGOLE, PLACES PUBLIQUES, GARES ROUTIERES ET MARCHES, L'AMENAGEMENT ET L'EXPLOITATION DU CENTRE DE TRAITEMENT DES DECHETS DE LA VILLE DE BAMENDA, DEPARTEMENT DE MEZAM, REGION DE NORD-OUEST

« A n'ouvrir qu'en séance de dépouillement »

NB : L'offre devra être accompagnée d'un CD ou d'une clé USB contenant la version numérique sous format Excel du cadre de détail quantitatif et estimatif.

26. Recevabilité des offres

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

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

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Prendre en compte l'habilitation de certaines compagnies d'assurance pour la délivrance des cautions : Chaque soumissionnaire doit joindre à ses pièces Administratives, une banque ou une compagnie d'assurance agréée et habilitée à émettre

des cautions dans le cadre des Marchés Publics.

27. Ouverture des plis

L'ouverture des plis se fera en un temps.

L'ouverture des pièces Administratives, des offres techniques et financières aura lieu le **10 Janvier 2023 à 11 heures** précises par la Commission Interne de Passation des Marchés de la CUB dans la salle des délibérations de ladite Communauté Urbaine.

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

28. 14- Critères d'évaluation

14.1 Critères éliminatoires

Les critères éliminatoires sont les suivants :

7. Absence de la caution de soumission ;
8. Absence ou non-conformité d'une pièce du dossier Administratif
9. Pièce(s) falsifiée(s) ou fausse (s) déclaration(s) ;
10. Absence de déclaration sur l'honneur attestant du non-abandon de marché au cours des trois dernières années et d'absence sur la liste des entreprises défailtantes établie par le MINMAP ;
11. Note technique inférieure à 90 sur 100 ;
12. Omission dans l'offre financière d'un prix unitaire ou forfaitaire quantifié dans le cadre du devis quantitatif et estimatif.
13. Absence de balance sheet audit pour le dernier 5 ans

Sous peine de rejet, la caution de soumission et l'attestation de domiciliation bancaire du soumissionnaire doivent être impérativement produites en originaux, les autres pièces en originaux ou en copies certifiées conformes. Ces justifications Administratives doivent dater de moins de trois (03) mois et être conformes aux modèles.

14.3 Critères essentiels

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

G. Présentation	03 points
H. Références de l'entreprise dans les réalisations similaires	20 points
I. Méthodologie proposée et son adéquation avec les termes de référence	15 points
J. Qualification et compétence du personnel clé	15 points
K. Chiffre d'affaires et Solvabilité financière	12 points
L. Matériel	35 points

Seuls les soumissionnaires ayant obtenu au moins 90 sur 100 à l'évaluation technique seront mis à l'analyse de l'offre financière.

La note de l'offre financière sera calculée de la façon suivante :

Note financière = $100 \times \frac{\text{Montant de la proposition dont le prix est le plus bas}}{\text{Montant de l'offre considérée}}$

La note finale sera calculée de la façon suivante :

Note finale = $70\% \text{ note technique} + 30\% \text{ note financière}$

NB : l'évaluation des critères essentiels et sous -critères est binaire, avec des seuils de validation y attachés. Et pour tenir compte de l'importance relative des différents critères ou sous critères, une pondération est effectuée en cas d'évaluation positive (oui) ou négative (non).

15. Méthode de sélection du Prestataire

Le Prestataire sera choisi par la méthode sélection coût-qualité conformément aux méthodes de sélection décrites dans le présent DAO.

16. Attribution

En cas de sélection qualité coût Le Maitre d'Ouvrage attribuera le marché au soumissionnaire dont l'offre a été reconnue conforme pour l'essentiel au Dossier d'Appel d'Offres et qui dispose des capacités techniques et financières requises pour exécuter le Marché de façon satisfaisante et dont l'offre a été évaluée la mieux-disante en incluant le cas échéant les rabais proposés.

20. Durée de validité des offres

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

21. Signature du marché

A l'issue de l'examen des offres des soumissionnaires par la Commission Interne de Passation des Marchés de la CUB et après avis de la Commission Centrale de Passation des Marchés, le Marché des prestations sera conclu entre l'adjudicataire et l'Autorité Contractante.

22. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés Publics de la Communauté Urbaine de Bamenda Tél : 6 99 89 27 99.

Bamenda, le _____

Le Maire de la ville
(Autorité Contractante)

Copie:

- ARMP/QUEST (POUR PUBLICATION ET ARCHIVAGE)
- MINMAP/MEZAM (POUR INFO)
- PRESIDENT CIPM/CUB (POUR INFO)
- LARGE DIFFUSION
- AFFICHAGE (POUR INFO)
- CHRONO/ARCHIVES
- DOSSIER

DOCUMENT N°2
GENERAL REGULATIONS OF THE
INVITATION TO TENDERS (GRIT)

Note on the General Regulations of the Invitation to Tender

The aim of document No. 2 is to provide bidders with the information they may need to prepare their bids in conformity with the conditions laid down by the rules and regulations in force.

It also gives information regarding the submission of bids, the opening of bids, and the evaluation of bids and the award of the contract.

This document contains standard articles that are not to be modified.

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A GENERAL

Article 1: Scope of the tender

- 1.1 The City Mayor of the Bamenda City Council hereinafter referred to as the Contracting Authority, hereby launches an Open International Invitation to Tender for the realization of the works described in the Tender File. The name and identification number which formed the subject of the invitation to tender feature in the Special Regulations of the invitation to tender. Hereafter reference is made to it under the term "works".
- 1.2 The bidder retained or the successful bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 1.2 In this Tender File, the terms "Contracting Authority" and Delegated Contracting Authority" are interchangeable and the term "day" means a calendar day.

Article 2: Financing

The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of this contract. By virtue of this principle, the Contracting Authority:

- a) Defines, within the context of this clause, the following expressions in the following manner:
- i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any gifts in view of influencing the action of a public official during the award or execution of this contract;
 - ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of this contract;
 - iii) "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
 - iv) And "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Will reject any award proposal if he determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

Article 4: Candidates allowed to Compete:

- (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.
A bidder shall be judged to be in a situation of conflict of interest if he:
- i) is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this invitation to tender; or
 - ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.
- (c) The bidder must not have been excluded from bidding for public Contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) Legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority, Delegated Contracting Authority or his/her immediate collaborators.

Article 5: Materials, supplies equipment and authorized services

5.1: Materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of this contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2: Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

6.1 As an integral part of their offer, bidders must:

- (a) submit a power of attorney making the signatory of the offer bound by the offer; and
- (b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and Contracts awarded;
- (iii) Pending litigations; and
- (iv) Availability of indispensable equipment.

6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

- (a) The offer must include all the information listed in article 6(1) above;
- (b) The offer and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings Vis à Vis the Contracting Authority with regard to the execution of the Contract.
- (e) In case of joint-contracting, the co-contractors shall share the sums which are paid by the Delegated Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.

6.4 National bidders and groups of national bidders requesting to benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 32 of the General Regulations of the invitation to tender.

Article 7: Visit of works site

7.1 The bidder is advised to visit and inspect the works site and its environs and obtain by himself and under his/her own responsibility, all the information which may be necessary for the preparation of the offer and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Delegated Contracting Authority shall authorise the bidder and his/her employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his/her employees and agents free the Delegated Contracting Authority, his/her employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss of material damages, costs and fees incurred from this visit.

7.3 The Delegated Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of the invitation to tender.

B. TENDER FILE

Article 8: Content of Tender File

8.1 The Tender file describes the works 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. The tender notice;
- b. The General Regulations of the invitation to tender;
- c. The Special Regulations of the invitation to tender;
- d. The Special Administrative Conditions;
- e. The Special Technical Conditions;
- f. The price schedule;
- g. The bill of quantities and estimates;
- h. The sub details of prices;
- i. The execution schedule;
- j. Charts and other elements of the technical file;
- k. Model of forms presenting the equipment, personnel and references;
- l. Model tender letter;
- m. Model bid bond;
- n. Model final bond;
- o. Model of bond of start-off advance;
- p. Model of bank guarantee in replacement of the retention fund;
- q. Model contract;
- r. Form relating to preliminary studies;
- s. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

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

Article 9: Clarifications on the Tender File

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the Delegated Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Delegated Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of offers.

A copy of the Delegated Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought a Tender File.

9.2 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public Contracts award procedure may lodge a complaint to the Delegated Contracting Authority.

9.3 The complaint must be addressed to the Delegated Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of public Contracts and the chairperson of the Tenders Board.

It must reach the Delegated Contracting Authority or Delegated Contracting Authority not later than fourteen (14) days before the opening of bids.

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

Article 10: Amendment of the Tender File

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

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

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

C. PREPARATION OF OFFERS

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his/her offer and the Delegated Contracting Authority shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of offer

The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and the Delegated 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 offer is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the offer

13.1 The offer 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:

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:

- has subscribed to all declarations provided for by the laws and regulations;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- 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 17 of the General Regulations of the invitation to tender;

iii) the written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical offer

b.1 Information on qualifications

The Special Conditions lists the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Conditions of the invitation to tender.

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical offer of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract

The bidder shall submit duly initialled copies of administrative and technical documents relating to the contract, namely:

1. The Special Administrative Clauses (SAC);
2. The Special Technical Clauses (STC).

c. Volume 3: Financial offer

The Special Conditions specify the elements that will help in justifying the cost of the works, namely:

1. The signed and dated original offer prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The projected schedule of payments, where need.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

13.2. If in accordance with the provisions of the Special Regulations of Invitation to Tender, the bidders present offers for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

Article 14: Offer price

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works 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.

14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the offers, shall be included in the prices and in the total amount of the offer presented by the bidder.

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in annex 8.

Article 15: Currency of offer and payment

15.1 The amount of the offer shall be entirely made in the national currency (CFA franc). The amount of the offer, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in the CFA francs.

Article 16: Validity of offers

16.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Delegated Contracting Authority, in application of article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Delegated Contracting Authority or Delegated Contracting Authority as not being in conformity.

16.2 Under exceptional circumstances, the Delegated Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be written or by fax. The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his/her offer without losing his/her bid bond. A bidder who consents to an extension shall not be asked to modify his/her offer nor shall he be authorised to do so.

16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Delegated Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 17: Bid bond

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

- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Delegated Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Delegated Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any offer 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 offer and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- a) If the bidder withdraws his/her offer during the period of validity;
 - b) If the retained bidder:
 - i) fails in his/her obligation to register the contract in application of article 37 of the General Regulations;
 - ii) Fails in his/her obligation to furnish the required final bond in application of article 38 of the General Regulations.

Article 18: Varying proposals of bidders

- 18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Offers that propose deadlines beyond those specified shall be considered as not being in conformity.
- 18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Delegated Contracting Authority as described in the Tender File and furnish in addition all the information which the Delegated Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Delegated Contracting Authority will examine only the technical variants of the bidder whose offer conforming with the basic solution has been evaluated as the lowest bid.
- 18.3 When according to the Special Regulations the bidders are authorised, to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of offers

- 19.1 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.

- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in writing or by telex in a way as to reach the Delegated Contracting Authority at least one week before the meeting. The Delegated Contracting Authority may not reply to questions received late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 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 article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Delegated Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the offer must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the offer.
- 20.3 The offer shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the offer.

D. SUBMISSION OF OFFERS

Article 21: Sealing and marking of offers

- 21.1 The bidder shall seal the original and each copy of the offer in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) Shall be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) Shall bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription **"TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS"** as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the offer is misplaced or opened prematurely.

Article 22: Date and time-limit for submission of offers

22.1 The offers must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

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

Article 23: Late offers

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

Article 24: Modification, substitution and withdrawal of offers

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

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

24.3 Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.

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

E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in a single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

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

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

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

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public Contracts, the Delegated Contracting Authority or Contracting Authority.

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

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

Article 26: Confidential character of the procedure

26.1 No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given neither to bidders nor to any person concerned with the said procedure before the announcement of the award.

26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his/her award decision may cause the rejection of his/her offer.

26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority with reasons having to do with his/her offer may do so in writing.

Article 27: Clarifications on the offers and contact with the Delegated Contracting Authority

27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his/her offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 29 of the General Regulations.

27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their offers, between the opening of envelopes and the award of the contract.

Article 28: Determination of Conformity of offers

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

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

28.3 An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that

- i) which substantially limits the scope, quality or realisation of the works;
- ii) which substantially limits and is not in conformity with the Tender File, the rights of the Delegated Contracting Authority or the obligations of the bidder in relation to the contract; or
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed with the Tender File.

28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.

28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of offers.

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

30.1 The Evaluation sub-committee shall verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the offer shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

30.3 If the bidder who presented the lowest bid refuses the correction thus carried out, his/her offer shall be rejected and the bid bond may be seized.

Article 31: Evaluation of financial offers

31.1 Only offers considered as being in conformity, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

31.2 By evaluating the offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
 - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 31.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.

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

- 31.4 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the offer.

Article 32: Preference granted national bidders

If this provision is mentioned in the Special Regulations, national contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

F. AWARD OF THE CONTRACT

Article 33: Award

- 33.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest realistic by including, where necessary, proposed rebates
- 33.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of award.

Article 34: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Contracting Authority where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 35: Notification of the award of the contract

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

Article 36: Publication of results of award and petitions

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

36.2 The Contracting Authority is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

36.3 After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

36.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public Contracts, the Contracting Authority and the chairperson of the Tenders Board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 37: Signing of the contract

37.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board and the competent Specialised Contracts Control Board, where need be for approval.

37.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

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

Article 38: Final Bond

38.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

38.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

38.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

38.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

DOCUMENT N°3
SPECIAL REGULATIONS OF THE
INVITATION TO TENDERS (SRIT)

SPECIFIC REGULATIONS OF THE CALL FOR TENDERS

Presentation Note

RGAO references	INTRODUCTION
1.1	Definition of services: COLLECTION, TRANSPORT OF HOUSEHOLD GARBAGE, SWEEPING AND CLEANING OF STREETS, CLEANING OF GUTTERS AND A FURTHER DISTANCE OF 5M FROM EDGE OF STREETS, PUBLIC SQUARES, BUS STATIONS AND MARKETS, DEVELOPMENT AND OPERATION OF THE WASTE TREATMENT CENTER OF THE CITY OF BAMENDA, MEZAM DIVISION, NORTH-WEST REGION Consistency of the work The services include in particular: -the placement of garbage bins in appropriate areas and their emptying; - the collection of household waste; - installation of waste paper baskets; - the transport of household waste and other waste to the landfill; - the sweeping and cleaning of streets, public squares, bus stations and markets; -all other constraints necessary for a good level of cleanliness of the city. -Cleaning of gutters and further distance of 5m from the edge of street Name and address of the PRINCIPAL: Mayor of the City of BAMENDA, Tel. : 233 44 15 62./677527973 Name and address of the Contracting Authority: Mayor of the City of BAMENDA, Tel: 233 44 15 62/677527973 REFERENCE OF CALL FOR TENDERS N° ____ /OIIT/BCC/SG/DUD/SHS/BCCITB/2023 FROM _____ 2023 FOR THE COLLECTION, TRANSPORT OF HOUSEHOLD GARBAGE, SWEEPING AND CLEANING OF STREETS, CLEANING OF GUTTERS AND A FURTHER DISTANCE OF 5M FROM EDGE OF STREETS, PUBLIC SQUARES, BUS STATIONS AND MARKETS, DEVELOPMENT AND OPERATION OF THE WASTE TREATMENT CENTER OF THE CITY OF BAMENDA, MEZAM DIVISION, NORTH-WEST REGION
1.2	Execution delay The overall period of execution of this contract is: 5 years (2022-2026)
2.1	Source of funding: Budgets of the State of Cameroon and the Bamenda City Council Fiscal years 2023 to 2028.
4.1	List of pre-qualified candidates: Not applicable for this International Open Tender.
5.1	Sources of materials and supplies of equipment and services: The materials and supplies of equipment and services must come from the domestic market or the international market.
6.1	Eliminating criteria The qualifying criteria are as follows: 1-Absence of the bid bond; 2-Absence or non-compliance of a document in the administrative file 3-Falsified document(s) or false declaration(s); 4 Absence of Audited balance sheet for the past five years 5-Technical score less than 90 out of 100; 6-Omission in the financial offer of a quantified unit or lump sum price within the framework of the

quantitative and estimated estimate.

Under penalty of rejection, the bid bond and the bidder's bank domiciliation certificate must imperatively be produced in originals, the other documents in originals or in certified copies. These Administrative justifications must date from less than three (03) months and comply with the models.
6-Absence of audited balance sheet for the past 6 years

Essential criteria

The criteria relating to the qualification of candidates will relate, for information only, to:

No.				
A. PRESENTATION / 3 POINTS	Criteria	Criterion/sub- criterion validation threshold	Technical Note	
			Yes	no
1				
2	Colour dividers	1 yes out of 1	1	0
3	CCAP initialled on each page, stamped, dated and signed on the last page	1 yes out of 1	1	0
	TDR initialled on each page, sealed, dated and signed on the last page	1 yes out of 1	1	0
	Subtotal A		3	
REFERENCES OF COMPANY IN SIMILAR JOBS 20POINTS				
4	Cumulative achievements over the last ten years in cleaning services > 20 billion	1 yes out of 1	8	0
5	Specific experience in garbage collection in cities with more than 600,000 inhabitants	1 yes out of 1	6	0
6	Specific experience in waste treatment in cities with more than 600,000 inhabitants	1 yes out of 1	6	0
	Subtotal B		20	
C. PROPOSED METHODOLOGY AND ITS SUITABILITY WITH THE TOR/ 15 POINTS				
7	Site visit	1 yes out of 1	2	0
8	Understanding of the mission and critical analysis of the ToRs	1 yes out of 1	3	0
9	Detailed methodology of all the activities of the service	1 yes out of 1	5	0
10	Calendar for mobilizing key personnel	1 yes out of 1	2	0
11	Calendar of different activities with deadline	1 yes out of 1	3	0
	Subtotal C		15	
D. QUALIFICATION AND COMPETENCE OF KEY PERSONNEL / 15 POINTS 12				
	Technical director	1 yes out of 1	5	0
	minimum training BACC+5 in rural/civil/ Environmental engineering with experience in the domain	1 yes out of 1	1	0
	at least 10 years of general experience	1 yes out of 1	1	0
	specific experience of 05 years in the management of household waste	1 yes out of 1	1.5	0
	specific experience of 05 years in a similar position	1 yes out of 1	1.5	0
13	Works Engineer (Responsible for urban cleanliness)	1 yes out of 1	3	0

	minimum training BACC+3, Working as rural/environmental Engineer	1 yes out of 1	0.5	0
	at least 10 years of general experience	1 yes out of 1	0.5	0
	specific experience of 05 years in urban cleanliness	1 yes out of 1	1	0
	specific experience of 02 years in a similar position	1 yes out of 1	1	0
14	Manager of the waste treatment centre	1 yes out of 1	3	0
	minimum training BACC+3/sanitary engineering/waste	1 yes out of 1	1	0
	at least 10 years of general experience	1 yes out of 1	0.5	0
	specific experience of 05 years in waste treatment	1 yes out of 1	1	0
15	specific experience of 02 years in a similar position	1 yes out of 1	0.5	0
	Environmentalist	1 yes out of 1	2	0
	minimum BACC+3 training in environmental management	1 yes out of 1	1	0
	at least 05 years of general experience	1 yes out of 1	0.5	0
	specific experience of 02 years in waste management	1 yes out of 1	0.5	0
16	Maintenance Manager	1 yes out of 1	2	0
	minimum BACC+2 training in automotive and machinery maintenance	1 yes out of 1	0.5	0
	at least 10 years of general experience	1 yes out of 1	0.5	0
	specific experience of 05 years in a similar position	1 yes out of 1	1	0
	Subtotal D		15	
E. TURNOVER AND SOLVENCY/12 POINTS				
17	Justify a turnover of more than 10 billion CFA francs over the last three years	1 yes out of 1	2	0
18	Justify a financial capacity to cover at least 7,087,823,657 billion CFA francs	1 yes out of 1	5	0
19	Audited balance sheet for the past 5 years	1 yes out of 1	5	0
	Subtotal E		12	
F. MATERIALS/35 POINTS				
20	Six (06) 16m3 household waste dump trucks (age: less than 05 years old)	1 yes out of 1	10	0
21	Three (03) AMPLIROLL hooklift trucks, capacity 20 tons (age: less than 05 years)	1 yes out of 1	3	0
22	One (01) crane truck (age: less than 05 years old)	1 yes out of 1	3	0
23	Twelve (12) 06-wheel BTP dump trucks (age: less than 05 years old)	1 yes out of 1	3	0
24	A D7R bulldozer (age: less than 05 years old)	1 yes out of 1	3	0
25	A weighbridge, capacity 05 tons	1 yes out of 1	5	0
26	A base including workshops for the maintenance of the park	1 yes out of 1	4	0
27	Two liaison pick-up vehicles	1 yes out of 1	2	0
28	Ten (10) Tricycles	1 yes out of 1	2	0
Total	Subtotal F		35	

Only tenderers who have obtained at least 90 out of 100 in the technical evaluation will be admitted to the analysis of the financial offer.

100

In the event of a group of companies, each company must meet the qualification criteria listed in article 6.1 above.

7.3 Site visit and preparatory meeting

The Project Owner will organize an inspection visit to the service sites and their surroundings in order to enable the tenderer to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the execution of the work. The costs related to the site visit are the responsibility of the Bidder.

This visit will be the subject of a sworn statement by the tenderer, signed and dated attesting to the visit and knowledge of the place and according to the model attached in the appendix and a certificate of visit issued by the Project Owner.

12

Offer language: English or French

13.1

The list of documents referred to in Article 13 of the GRIT must be completed, grouped into three volumes inserted respectively in inner envelopes and detailed as follows:

Envelope A - Volume I: Administrative documents

They will include in particular:

a-The grouping agreement, if applicable;

b-Signing authority, if applicable;

c-The Trade Register (certified true photocopy issued by the competent department);

d-The registration certificate;

e-The certificate of non-royalty;

f-A certificate of non-bankruptcy established by the competent court dating from less than three (3) months preceding the date of submission of tenders;

g-A certificate of bank domiciliation of the tenderer, issued by a first-rate financial institution approved by the Ministry in charge of Finance of Cameroon;

h-The purchase receipt of the Call for Tenders file

i-The bid bond in the amount of 189,008,630 (one hundred eighty-nine million eight thousand six hundred and thirty) CFA Francs, issued by a first-class financial institution approved by the MINFI and valid for four - ninety (90) days;

j-A certificate of non-exclusion from public contracts issued by the ARMP;

k-A certificate for tender issued by the Caisse Nationale de Prévoyance Sociale certifying that the tenderer has met his obligations vis-à-vis the said fund dating from less than three months;

In the event of a consortium, each member of the consortium must present a complete administrative file, documents g, j and k being presented only by the representative of the consortium.

NB: All documents must be presented in the original version or in copies certified true by the authorities which issued the originals.

Envelope B - Volume II: Technical Offer

Qualification information

The SRIT specifies the list of documents to be provided by the tenderers to justify the qualification criteria mentioned in article 6 of the SRIT.

- sworn statement signed by the tenderer certifying that the contract has not been abandoned over the past three years and that it is not on the list of defaulting companies drawn up by MINMAP

b.1 Turnover for the last three years

1-Balance sheets for the last ten (10) years signed by a chartered accountant.

b.2 Solvency

Access to a line of credit or other financial resources greater than or equal to five billion (5,000,000,000) FCFA (solvency certificate issued by a leading financial institution).

Financial capacity of an amount greater than or equal to two billion (2,000,000,000) FCFA (financial capacity issued by a first-tier financial institution)

b.3 Company References

CRITERIA	EVALUATION
Cumulative achievements over the last ten years in cleaning services > 20 billion	Yes No
Specific experience in garbage collection in cities with more than 250,000 inhabitants in Central Africa	Yes No
Specific experience in waste treatment in cities with more than 250,000 inhabitants in Central Africa	Yes No

Proof of two (02) similar achievements (supporting documents: copies of the 1st and last page of the contract and acceptance report).

Envelope C - Volume III: Financial Offer

This volume should contain the documents cited and placed in the following order:

C1	Submission	Attached model duly completed with indication of the amount of the proposal.	Date, signature, name and stamp of the tenderer on each page; stamped at 1500 FCFA (tax and municipal stamps).
C2	Unit price schedule	Original of the framework of the price schedule duly completed by description in accordance with the requirements of the ToR of each price proposed by the tenderer also evaluated in letters and figures.	Initials on each page, date, signature and stamp of the tenderer on the last page.
C3	Estimated Detail	Original of the estimated detail framework duly completed by the tenderer	Initials on each page, date, signature and stamp of the tenderer on the last page.
C4	Sub-detail of Unit Prices	Framework of the sub-detail conforms to the TENDER FILE model and the broken down price must conform to the standards. This breakdown of prices is also applicable to fixed prices.	Initials on each page, date, signature and stamp of the tenderer on the last page.

OFFER PRICE AND CURRENCY

The prices appearing in the unit price schedule are deemed to have been established on the basis of the economic conditions in force in the Republic of Cameroon in the month preceding that of the submission.

The CONTRACTOR is deemed to have perfect knowledge of all the constraints imposed for the execution of the works and of all the local conditions likely to influence this execution.

The prices of this Contract are firm and not subject to revision.

the amount of the tender is denominated entirely in national currency

The Currency(ies) of payment, with, where applicable, the percentage(s) of payment in currency(ies) are assessed as the Call for Tenders is International

The Currency(ies) of payment, with, where applicable, the percentage(s) of payment in currency(ies) are assessed as the Call for Tenders is International

Offer validity period:

The period of validity of offers is one hundred and twenty (120) days from the deadline for submission of offers.

Amount of the bid bond: **189,008,630** (one hundred and eighty-nine million eight thousand six hundred and thirty) CFA Francs

5. Execution delay

The overall period of execution of this contract is: 05 years (2023-2028)

Place, date and time of the preparatory meeting for the establishment of offers: RAS

Number of copies of the offer that must be completed and sent: seven (07) copies, including one Original and six (06) copies.

Address of the Contracting Authority to be used for sending tenders: Public Procurement Service of the Bamenda City Council,

Phone: 6 74581629

OF OPEN INTERNATIONAL TENDER

N° 001 /OIIT/BCC/SG/DUD/SPC/SHS/BCCITB/2023 OFMARCH..... 2023
FOR THE COLLECTION, TRANSPORT OF HOUSEHOLD GARBAGE, SWEEPING AND CLEANING
OF STREETS, CLEANING OF GUTTERS AND A FURTHER DISTANCE OF 5M FROM EDGE OF
STREETS, PUBLIC SQUARES, BUS STATIONS AND MARKETS, DEVELOPMENT AND OPERATION
OF THE WASTE TREATMENT CENTER OF THE CITY OF BAMENDA, MEZAM DIVISION, NORTH-
WEST REGION

Deadline date and time for submission of tenders: **10th January 2023** at 10:00 a.m.

Place, date and time of the opening of bids: Deliberation room of the BAMENDA CITY COUNCIL, the **10th January 2023** at 11:00 a.m.

Place, date and time of the opening of bids: Deliberation room of the BAMENDA CITY COUNCIL, the **10th January 2023** at 11:00 a.m.

Currency used for conversion into a single currency: The CFA franc

Source of the exchange rate: The Bank of Central African States (BEAC)

Exchange rate date

The turnaround time will be assessed as follows:

Not applicable

The method of evaluation of the technical variants is as follows: Not applicable

National bidders do not benefit from a national margin of preference during the evaluation.

Contract award

The Project Owner will award the Contract to the Tenderer whose tender has been recognized as essentially compliant with the Tender Documents and who has the technical and financial capacities required to perform the services satisfactorily and whose offer has been evaluated as the lowest price including, where applicable, the discounts offered.

A-CLARIFICATION ON THE CALL FOR TENDERS

Any tenderer wishing to obtain clarifications may make a request in writing or by fax addressed to the Contracting Authority at the BCC Mail Service.

B-MODIFICATION ON THE CALL FOR TENDERS

The Project Owner may, at any time before the deadline for submission of tenders and for any reason whatsoever, on its own initiative or in response to a request for clarification made by a tenderer, modify the tender.

The rectification will be made in writing or by fax and sent to all the tenderers who have acquired the Call for Tenders file. It will be against them.

C-NOTIFICATION OF THE CONTRACT

- **Notification**

Before the expiry of the period of validity of the tenders, the Project Owner will notify the successful tenderer by letter, telex or fax confirmed by registered letter, of the acceptance of his tender. This letter will indicate the amount of the contract and the execution deadline retained by the Internal Commission for Procurement of the BCC.

- **Release of bid bond**

Unsuccessful tenderers may recover their tender deposit upon written request addressed to the Project Owner after publication of the results of the Call for Tenders.

Any offer not selected and not claimed by the tenderer within a period of fifteen days from the date of publication of the results of the Call for Tenders will be destroyed.

Final Bond

39.1 The final guarantee will guarantee the execution of the work and will be constituted within twenty (20) days from the date of notification of the contract.

39.2 The bid bond is returned to the Service Provider upon constitution of the final bond.

Its amount is set at two percent (2%) of the amount of the Contract, all taxes included. The authorization of certain insurance companies for the issuance of guarantees is taken into account. Each bidder must attach to his administrative documents, the bid bond issued by a bank or an insurance company approved and authorized to issue bonds in the context of Public Contracts. And the list of which is included in this TENDER FILE, for an amount: **189,008,630 (one hundred eighty-nine million eight thousand six hundred and thirty) CFA Francs.**

DOCUMENT N°4
SPECIFIC ADMINISTRATIVE CLAUSES (SAC)

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CHAPTER I: GENERAL PROVISIONS

ARTICLE 1: PURPOSE OF THE CONTRACT

The purpose of this Contract is the collection, transport of household waste, sweeping and cleaning of streets, gutters and a further distance of 5m from the edge of the road, cleaning public squares, bus station and steps, development and operation of the waste treatment centre of the city of BAMENDA.

ARTICLE 2: CONSISTENCY OF THE SERVICES

The main purpose of the services is the complete cleanliness of the city of BAMENDA. The services consist of:

- Installation of garbage bins
- Installation of Weighing station at the principal dumb site
- Garbage collection,
- Transport of household waste to the Mbelewa, and other designated dumb sites within the city operated under landfill conditions
- Development and operation of the mile 6 Waste Treatment Centre;
- Cleaning of gutters and distance 5m from the edge of the road
- The sweeping of the main streets, public squares and markets;
- Manual stripping of sandy tracks,
- All other constraints necessary for the cleanliness of the city of BAMENDA.

ARTICLE 3: CONTRACT PROCEDURE

This contract is awarded according to the international tender procedure: N° ____/OIIT/BCC/SG/DUD/SPC/SHS/BCCITB/2023

Relative to the collection, transport of household waste, cleaning of gutters and a further distance 5m from the edge of the road, sweeping and cleaning of streets, public squares, bus stations and markets, development and operation of the waste treatment center in the town of BAMENDA.

ARTICLE 4: DEFINITIONS AND ATTRIBUTIONS

4.1. General definitions

For the application of the provisions of this Contract and the texts to which it refers, it is specified that:

- The Contracting Authority is the Mayor of the City of BAMENDA. He represents the administration receiving the services;
The Contracting Authority is the Mayor of the City of BAMENDA. As such, he is a signatory of the contract, ensures its proper functioning and the control of the effectiveness of the services allowing their execution. He sees to the conservation of the originals of the documents of Contracts and the transmission of the copies to the ARMP and the authority in charge of public contracts;
- MINMAP/MEZAM: is the authority responsible for monitoring the effectiveness of the provision of services;
- The Contract Managers shall be the Director of Urban Development of the Bamenda City Council;
- The Contract Engineer shall be the Chief of Service of Hygiene and Sanitation Service of the Bamenda City Council, he is responsible for the technical monitoring of the contract and reports to the Head of the Contract Service;

- Project management is provided by the Monitoring and Technical Acceptance Commission: it is responsible for monitoring and controlling the performance of the services.

4.2.:Security

The security is subject to the rules applicable in this matter to State Public Contracts, in particular Article 150 of Decree 2018/366 of 20 JUNE 2018 on the Public Contracts Code are designated:

- The authority in charge of the liquidation of the sums due and their payment in application of the contract is the City Mayor of theBAMENDACity Council.
- The competent person responsible for providing the information is the Mayor of the City of BAMENDA
The accountants in charge of payments are:
- The Director General of the Treasury (for services paid by the State of Cameroon);
- The Municipal Treasurer of the Bamenda City Council (for services paid by the Bamenda City Council)

Article 5: LANGUAGE, APPLICABLE REGULATIONS

The language used is English and/orFrench.

The service provider undertakes to observe the laws, regulations and ordinances in force in the Republic of Cameroon, both in its own organization and in carrying out the contract.

If in Cameroon, these regulations, laws and Administrative and tax provisions in force on the date of signature of this Contract were to be modified after the signature of the Contract, the possible costs which would directly result therefrom would be taken into account without gain or loss for each party.

ARTICLE 6: CONTRACTUAL DOCUMENTS

6.1. COMPONENT PARTS OF THE MARKET

The Service Provider undertakes to perform the contract in accordance with the provisions of the documents listed below, documents to which it recognizes a contractual nature:

- The tender notice
- The provider's submission
- The contract signed by the Project Owner, notified by the Head of Contract Service and including, in order of priority:
 1. This book of special administrative clauses (SAC)
 2. The specifications (ToR);
 3. The unit price schedule, excluding VAT,
 4. The estimate

6.2. APPLICABLE GENERAL TEXTS

5. This contract is subject to the general texts below:
6. Framework Law No. 96/12 of August 5, 1996 on environmental management;
7. Law No. 2018/012 of July 11, 2018 on the State Financial Regime;
8. Law No. 2020/018 of December 17, 2020 on the Finance Law of the Republic of Cameroon for the 2021 financial year;
9. the Mining Code;
10. texts governing trades;
11. Decree No. 2001/048 of February 23, 2001 on the organization and operation of the Public Procurement Regulatory Agency (and its various implementing texts) amended and supplemented by Decree No. 2012/076 of March 8, 2012;
12. Decree No. 2018/366 of June 20, 2018 on the Public Procurement Code and its various

- implementing texts;
13. Decree No. 2012/074 of March 8, 2012 on the creation, organization and functioning of Tenders Commissions amended and supplemented by Decree No. 2013/271 of August 5, 2013;
 14. Circular No. 001/CAB/PR of June 19, 2012 relating to the award and control of the execution of Public Contracts
 15. Circular No. 00000242/C/MINFI of December 30, 2020, on Instructions relating to the Execution of Finance Laws, Monitoring and Control of the Execution of the Budget of the State and of Other Public Entities for the Financial Year 2021;
 16. DTUs for building works;
 17. the standards in force;
 18. other texts specific to the field concerned by the contract.
 19. - the standards in force.

In case of discrepancy between the provisions of the documents below, it is the document with priority rank which makes the law of the contracting parties.

ARTICLE 7: DOMICILE AND COMMUNICATION

All notifications and written communications in the context of the contract must be made to the following addresses:

- a) In the event that the Client is the recipient: Mayor of the City of BAMENDA, BP 995BAMENDATel: (237) 233 44 15 62./677527973
- b) In the case where the service provider is the recipient:

ARTICLE 8: SERVICE ORDER

8.1: The service order to start the services is signed by the Project Owner and notified by the Contract Manager with a copy to the engineer, the ARMP and the DD/MINMAP/MEZAM;

8.2: Service orders of a technical nature related to the normal performance of services and with a financial impact will be signed directly by the Contract Manager and notified by the engineer with a copy to the engineer, the ARMP and the DD/MINMAP/ Mezam;

8.3: Service Orders representing formal notice shall be signed by the City Mayor notified by the Contract Manager with a copy to the engineer, the ARMP and the DD/MINMAP/MEZAM;

The service provider will strictly comply with the service orders that will be notified to it. The service provider has the capacity to check all the documents that will be given to him and to report to the head of department before execution, any errors or contradictions that they may contain and which are detectable;

The service provider has a period of fifteen (15) days to issue reservations for any service order received.

All service orders will be dated, numbered and recorded.

The service provider may not under any circumstances rely on instructions or orders given by persons who have not been expressly designated for this purpose by the contracting authority or department head.

ARTICLE 9: PERIOD OF EXECUTION

The period of performance of the contract is fixed at Five (05) years from, date of notification of the service order to start the services, after the signature of the contract. And the notification of the service order, worth discharge.

CHAPTER II: FINANCIAL CLAUSES

ARTICLE 10: GUARANTEES AND DEPOSITS

10.1 Final Bond

The final guarantee is set at two percent (2%) of the amount including tax of the contract. It will be constituted within 60 days of notification of the service order to start the services.

The deposit will be returned, or the guarantee released within one (01) month following the approval of the services by the monitoring and technical revenue commission, at the end of the contract and following a release of hands. issued by the contracting authority after request from the service provider.

10.2 Start-up advance bond

The service provider may submit a request for an advance in accordance with Article 15 of this contract. The authorization of this advance is subject to the constitution of a bond or bank guarantee on first demand, of the same amount, issued by a bank approved by the Ministry in charge of finance of the Republic of Cameroon. This deposit may be subject to partial release of hands, corresponding to the amounts actually deducted from the service providers' statements, issued by the Project Owner after request.

ARTICLE 11: Amount of the CONTRACT

The total amount of the contract, including taxes, and duties amounts to the sum of 7,151,200,000(CFA francs including taxes), spread over a period of five (05) years, and broken down as following:

Amount including VAT: 7,151,200,000

VAT (19.25%):

	2023	2024	2025	2026	2027	TOTAL
TOTAL Including VAT	1,305,147,634.00	1,432,152,946.00	1,433,887,112.00	1,476,454,630.00	1,503,557,678.00	7,151,200,000
State of Cameroon 90%	1,174,632,871	1,288,937,651	1,290,498,401	1,328,809,167	1,353,201,910	6,436,080,000
Bamenda City council 10%	130514763.4	143215294.6	143388711.2	147645463	150355767.8	715120000

ARTICLE 12: PLACE AND METHOD OF PAYMENT

In return for the payments to be made by the Project Owner to the service provider, under the conditions indicated in the contract, the service provider hereby undertakes to perform the Contract in accordance with the contractual provisions.

The Project Owner will release the sums due in CFA FRANCS, i.e. (amount in figures and in words) (sum of the total excluding VAT minus (-) AIR), FCFA () by credit to account No. opened at name of the service provider in the books of the bank All requests for payment will be expressed in CFA francs and addressed to the Project owner. They will be made on the basis of the accounts, signed by the various officials of the Bamenda City Council including the Contract Manager and the engineer, then stopped and liquidated by the Contracting Authority. For the State's share, the settled statements will be sent to the Ministry in charge of Finance for payment.

ARTICLE 13: PRICE CONSISTENCY

The prices are determined on the basis of the unit costs per ton of garbage defined in the schedule of unit prices attached to this Contract.

These prices are deemed to have been established on the basis of the economic conditions in force in the Republic of Cameroon, at the time of signing the contract.

They include all costs for labour, supplies, rental, depreciation, operation and maintenance of equipment, as well as other overheads and contingencies.

They also include the establishment of all the projects and plans necessary for the execution and control of the services, including all constraints for monitoring the proper execution of this Contract.

SECTION 14: PRICE-REVISION

The price of the unit price schedule can be revised by application of the following formula:

This formula will be validated by the Project Owner and can be modified before its application, in the event of non-validation; the service provider will continue to perform the service until the recruitment of the new service provider and this under the conditions of the previous contract.

$$P1 = P \times [0.15 + 0.85 (0.25S1/S + 0.75 G1/G)]$$

P1: represents the revised price.

P: Represents the initial amount

G: represents the sale price at the pump of a liter of diesel at the Douala depot value provided or published by the price observation commission of the Department in charge of prices and metrology,

Parameters P, S and G represent the values on the contract signature date of the parameters P1, S1, G1

The upward revision of unit prices will only be applied if the variation reaches or exceeds the 5% threshold

ARTICLE 15: ADVANCES

The contracting authority will grant, at the service provider's request, a start-up advance equal to 20% of the amount of the budget year concerned.

The advance request must be accompanied by the bond mentioned in article 10 above.

The deadline for payment of the start-up advance is set at thirty (30) days from its request by the service provider.

The reimbursement of the start-up advance will take place without formalities by deduction from each monthly statement of the tenth (1/10th) of the amount of the said advance from the 1st statement. In any event, the entire advance must be repaid when the cumulative breakdown for the year in question has reached 80% of the annual market price.

Article 16: PAYMENT OF BENEFITS

16. 1. Countdown

During performance, the services will be the subject of statements drawn up according to monthly frequencies.

The statements in ten (10) copies will be presented by the service provider in CFA francs to the engineer no later than five (5) days after the end of the period concerned.

The statement must show the total amount of the contract, the amount of sums already received, the amount of the invoice concerned and any penalties.

The service provider will transmit with its draft statement all the supporting documents attesting to the partial services carried out, the weekly or monthly frequencies, in particular an attachment showing the quantities of waste collected, dumped and found contradictorily at the weighbridge.

The amount of the draft statement will be calculated on the basis of the attachments made during the period in question and by applying the unit prices to the quantities carried out on the various services.

In any case, instalment payments must be made within a maximum of sixty (60) days from the date of transmission of the detailed accounts to the engineer. After this period, the default interest defined in article 17 below may be applied.

16 .2 General statement - Statement of balance

The service provider sends the Project Owner a draft general statement at the end of the last year of performance of the services showing the summary of the sums already received as well as the balance to be paid no later than fifteen (15) days after final reception by the technical acceptance monitoring committee.

ARTICLE 17: DEFAULT INTEREST

After this period, the default interest defined in article 17 below will be applied if any are paid by state of the sums due in accordance with article 167 of decree N ° 2018/366 of June 20, 2018 relating to the Public Procurement Code.

ARTICLE 18: PENALTIES

18.1 Late penalties

The amount of late penalties is set as follows:

- a. One two thousandth (1/2000th) of the amount including tax of the basic contract per calendar day of delay from the first to the thirtieth day beyond the contractual deadline set by the contract;
- b. One thousandth (1/1000th) of the amount including tax of the basic contract per calendar day of delay beyond the thirtieth day.

The cumulative amount of late penalties is limited to ten percent (10%) of the amount including tax of the basic contract with its amendments.

18.2 Specific penalties

Independently of the penalties for exceeding the contractual deadline, the co-contracting party is liable to the following specific penalties for non-compliance with the provisions of the contract, in particular:

- Late submission of the final guarantee: 1000 FCFA / day of delay beyond twenty (20) days of the notification of the contract;
Late submission of Insurance: 1000 FCFA/d of delay beyond twenty (20) days of the notification of the contract;
- Delay in the execution of certain important services: 1500 FCFA/day of delay from the notification of the related technical service order;
- Action plan: 5000 FCFA/d of delay beyond thirty (30) days of the notification of the starting OS;
- Letter designating the representative of the Co-contractor: 2000 FCFA/d of delay beyond thirty (30) days of the notification of the market;
- Election of domicile issued by the mayor of the municipality which houses the site of the services: 2000 FCFA/d of delay beyond thirty (30) days of the notification of the contract;
- Non-execution of a level 3 non-compliance within 72 hours: 1000 FCFA/d of delay.

ARTICLE 19: SPECIAL WORKS

Work comparable to that defined in the unit price schedule but not provided for in this contract will be settled on the basis of the prices in the unit price schedule.

ARTICLE 20: NEW PRICES

All services not provided for in this Contract, due to special events or resulting in the installation of equipment not included in the descriptions will be subject to new prices which will be established on the basis of the sub-detail of the unit prices of the contract. :

- If they are comparable to the services defined in the unit price schedule of the contract, they will be settled on the basis of the prices of this schedule;
- If not, they will be settled on the basis of the prices calculated from the sub-details of the market unit prices.

These prices will be developed jointly by the co-contracting party and the Contract Manager and approved by the contracting authority.

ARTICLE 21: TAX AND CUSTOMS REGIME

Decree No. 2003/651/PM of April 16, 2003 defines the procedures for implementing the tax regime for public contracts.

ARTICLE 22: STAMPS AND CONTRACT REGISTRATION

Seven (07) original copies of the contract will be stamped and registered by the care and at the expense of the service provider, in accordance with the regulations in force.

CHAPTER III: PERFORMANCE OF SERVICES

ARTICLE 23: OBLIGATIONS OF THE CONTACTING AUTHORITY

The contracting authority is required to provide the service provider with the information necessary for the performance of its mission, and to guarantee it, at the expense of the latter, access to the project sites.

The contracting authority provides the service provider with protection against threats, insults, violence, assault, insults or defamation of which he may be a victim due to or during the performance of his mission.

The contracting authority has the obligation to provide the service provider with transfer station sites and one or more landfill sites (access road, fence, electrification, water supply, dumping dock).

The contracting authority has the obligation to proceed to the payment of the services carried out in accordance with the provisions of article 16

ARTICLE 24: OBLIGATIONS OF THE PROVIDER

The service provider performs the services and fulfils its obligations in a diligent, efficient and economical manner, in accordance with the standards, techniques and practices generally accepted in its field of activity.

The service provider is bound by professional secrecy vis-à-vis third parties, on the information, details and documents collected or brought to its attention during the performance of the contract.

The service provider is required to return the borrowed documents to the contracting authority at the end of the services.

The service provider must maintain the equipment used to carry out the work in perfect working order. He must carry out periodic treatment of transfer and dump sites. Similarly, it will maintain a permanent staff of agents, in sufficient number and quality, responsible for the performance of the services of the supervisory staff well trained for operational planning and control.

ARTICLE 25: INSURANCE

The following insurance policies are required under this Contract for the minimum amounts indicated below:

- Insurance of risks caused to third parties by its salaried staff in activity at work, by the equipment it uses as a result of the services
- Comprehensive construction insurance " to guarantee against the listed below

- I- Traffic accident: must be guaranteed by the service provider for all traffic risks, guarantees covering in particular
 - The people transported
 - The thirds
- II- Damage to third parties: must be guaranteed, for the duration of the services and until the end of the contractual period, the damage caused to third parties by the personnel and/or the equipment and performed by the services
- Social security and staff health: the service provider's staff must be affiliated with the CNPS and benefit from health insurance
- Imported goods: the service provider must insure against all the risks involved in the acquisition, transport and delivery of the said goods to their place of use.
- Sub-contractors: the guarantees of the contracts mentioned above must be extended to sub-contractors, unless they are already covered for these risks. The contracts specific to the subcontractors must be presented to the delegated contracting authority.

The service provider will be required to provide the contracting authority, before payment of the first instalment, with a certificate from his insurance company, certifying that he has taken out a comprehensive site insurance policy in the aforementioned forms.

ARTICLE 26: SPECIFICATIONS

Upon notification of the service order prescribing the start of the services, the service provider shall submit for the assessment of the Project Owner an updated draft specification including the detailed execution program, in accordance with the technical clauses. There will be specifically defined:

- The typology of household waste
- Geographical division of the city by sector/zones
- The detailed consistency of the services of street sweeping, collection and treatment of household waste
- The quantitative objectives of household waste to be collected monthly by geographical sector/zone;
- Locations of garbage bins and storage facilities and frequency of emptying
- Collection circuits and routes and their frequency
- The streets, squares and market to sweep; as well as scanning modes;
- Collection and sweeping schedules and frequencies
- The organization and type(s) of treatment of waste and its by-products etc.
- Weekly cleaning of gutters and monthly cleaning of 5m from the edge of the road.

ARTICLE 27: MODIFICATION DURING EXECUTION OF THE BOOK OF TECHNICAL CLAUSES

During the performance of the contract, the contracting authority reserves the right to subsequently make modifications to the specifications or to accept the modifications which may be proposed to it by the service provider, provided that these modifications are not contrary to the specifications, special administrative clauses.

These modifications will lead to the updating of the specifications which will each time be dated and signed by the head of department and by the service provider.

ARTICLE 28: KNOWLEDGE OF THE PLACES AND CONDITIONS OF PERFORMANCE OF THE SERVICES

The service provider acknowledges having ensured:

- General conditions for the execution of the works, in particular the equipment required by them
- The nature and location of service providers
- Physical conditions specific to the location of the services, the nature of the soil and all the urban constraints conditioning the conditions of performance of its services
- Meteorological or climatic circumstances, at the level of rivers and the possibility of flooding
- Local and specific conditions for the supply of materials
- Means of transport communications Possibilities of supplying water, electricity, and fuel
- Availability and qualification of labour
- Security context of the city of Bamenda

- From all the constraints resulting from social legislation, the tax and customs regime applicable to it.

During the term of the contract; the service provider is solely liable to third parties for the consequences of the actions of its staff and the use of its equipment. It guarantees the contracting authority against any recourse and takes out all useful insurance with insurance companies.

ARTICLE 29: LOCATION MADE AVAILABLE TO THE PROVIDER

All the installations and materials necessary for the performance of the services, offices, garages, workshops, can only be built on sites approved by the contracting authority.

The locations of the various materials, such as chests, containers or other household waste storage devices, will be designated by the contracting authority, possibly on the service provider's proposal.

At the end of the contract, the land made available to the service provider must be returned in good condition to the contracting authority within twenty (20) days from the date of signature of the report of the end of the work.

Any exceeding of this deadline will be penalized by a penalty of ten thousand (10,000) CFA francs per calendar day of delay, the project owner reserving, moreover, the possibility of having the procedure proceeded, automatically and at the expense of the service provider, the restoration of the sites.

However, if keeping certain installations in place after completion of the services was likely to be of interest to the contracting authority, their transfer could be done for a price to be agreed.

The contracting authority must inform the service provider of its intention at the latest one month before the end of the contractual period.

ARTICLE 30: SUBCONTRACTING

The service provider shall subcontract the execution of certain parts of its contract to the tune of 30% to service providers who have a mastery of the terrain and can show proof of overcoming the field challenges of garbage collection and disposal inherent in Bamenda City under present conditions. The Contractor shall equally, due to the field realities currently inherent in garbage management in the city, allocate 2% for a community management approach. This amount shall be disbursed to organised communities who show proof of garbage management and shall be supervised and monitored by the Contracting Authority. The terms of payment of these service providers and disbursements to the community shall be jointly agreed by the parties (Contractor, Contracting Authority and Service providers) and drawn as an annex instrument for this bid.

ARTICLE 31: CONTROL OF THE SERVICES BY THE CONTRACTING AUTHORITY

At the request of the contracting authority, the service provider will accompany the latter during inspection tours intended to verify the performance of the services.

The contracting authority also reserves the right to carry out at any time the control operations that it deems useful.

The shortcomings observed during the inspection rounds and the control operations will be notified to the service provider. The latter will have a maximum period of 48 hours to initiate the repairs and will keep the contracting authority informed as soon as they are carried out. After this period, if the repairs have not been undertaken, a report of failure for said breach, drawn up in the presence of the service provider, will be notified to him and penalties will be applied to him under the conditions defined in article 18 of this Contract.

For each of the vehicles and machines used for the collection or transport of household waste, the service provider is required to keep an up-to-date roadmap, on which the activity of the vehicle or machine is recorded. This roadmap must in particular mention the date, time and place of execution of the various tasks, as well as their nature.

A register of the activity (physical or electronic) must likewise be kept daily at the place of discharge and record between the date and the time of admission of the vehicles bringing the household waste, the identification number of the vehicle, the accepted tonnage, the place of origin of the waste on simple request from a representative of the contracting authority, the service

provider undertakes to allow free access to the logbook as well as to the register of activities of the landfill a copy of this information will be sent at his request to the contracting authority. The quantities of household waste collected, transported and treated (tonnage) are determined by weighing the collection vehicles on a weighbridge.

In the event of a one-time failure of the weighbridge, and in order to guarantee the continuity of the service, the tonnage of each type of truck will be determined on the basis of the results of a weighing campaign carried out jointly by the service provider and the Client and recorded in minutes dated and signed by the Contract Manager and by the service provider.

ARTICLE 32: ORGANIZATION OF CONTROLS

The control of the services by the contracting authority will be ensured by city tours in the presence of the service provider and weekly or monthly site meetings to verify compliance with the contract and the technical clauses.

The reports will show the various services actually performed in accordance with the provisions of the technical clauses, in particular with regards to:

- The quantity of household waste collected, transported, weighed, processed and contradictorily validated by the parties;
- The frequencies of performance of the various cleaning and waste collection services
- The material and human resources mobilized by the service provider to provide the service
- Any additional services that the project owner would have requested in addition to the permanent services appearing in the specifications
- The events having caused disruptions in the performance of the services.

ARTICLE 33: AWARENESS CAMPAIGN

The contracting authority and the service provider recognize that the achievement of the cleanliness objectives of this contract strongly depends on the adhesion of the populations. To this end, the service provider will support the contracting authority in the organization of awareness campaigns for the populations of the town of BAMENDA, with the aim of getting them to respect the rules of hygiene and public health. The methods for carrying out these campaigns will be developed jointly between the service provider and the contracting authority. The amount of these campaigns may not exceed 1% of the amount of the Contract.

ARTICLE 34: MANAGEMENT WORK

The service provider will be required to make available to the contracting authority the necessary labour, equipment and resources that he may request for the execution of certain works on condition that his request is made at least eight (8) days in advance and that the purpose of the work does not interfere with the cleanliness of the city; nor does it cause penalties for the service provider.

In this case, the service provider will be remunerated as follows

- For staff: wages actually paid, plus real and justified charges relating to these wages
- For the equipment: the equipment will be invoiced on the basis of the "private sector" rental prices of the official scale for the rental of large civil engineering equipment, without any increase on the prices of this scale.

ARTICLE 35: SIGNALING

All costs incurred by road signs specific to the performance of the services are the responsibility of the service provider. The latter will remain solely and entirely responsible for all accidents or damage caused to third parties during the performance of the services by the fact of its equipment or errors of omission concerning the signalling

ARTICLE 36: TRACK PROTECTION

The service provider must take all measures to ensure that its vehicles and machinery do not obstruct the traffic lanes and their outbuildings.

ARTICLE 37: DISCOVERY OF SPECIFIC WASTE

The discovery in the waste of objects of a particular nature must be immediately reported to the Client. The service provider is required to inform its staff of the right thus reserved by the contracting authority.

ARTICLE 38: PATENT OF INVENTION

The service provider must come to an agreement, if applicable, with the owners of the invention patents whose processes it wishes to apply or would have applied. He will pay the necessary royalties and will guarantee the Client against any prosecution.

CHAPTER 4: RECEPTION

ARTICLE 39: MONITORING AND ACCEPTANCE COMMISSION

39.1: MONITORING COMPOSITION OF THE COMMISSION

The Monitoring and Acceptance Commission will be composed of the following personalities:

President: The Mayor of the City of BAMENDA or his representative

Rapporteur: The Contract Manager;

Members:

- The representative of the SDO of Mezam;
- Divisional Delegate of the Ministry of Housing and Urban Development (MINHDU) of the MEZAM or his representative;
- The Divisional Delegate of the Ministry of the Environment and Nature Protection and Sustainable Development (MINEPDED) of the MEZAM or his representative;
- The Divisional Delegate of the Ministry of Decentralization and Local Development (MINDDEVEL) or his representative;
- The Divisional Delegate of Public contracts or his representative
- The Contract Manager
- The Contract Engineer;
- The Technical Advisor of the Bamenda City Council;
- The Finance Controller BCC
- The Chief of Service in charge of Contracts DUD
- The Representative of civil society;
- The Mayor of each Sub-Divisional Council or his representative;
- The Service Provider or his representative.

Observers:

- The Director General of Contracts for Services and Intellectual Benefits of MINMAP or his representative
- The Director General of Public Procurement Controls of MINMAP or his representative

39.2: MONITORING OF SERVICES

Services are monitored daily by the Head of the Hygiene and Sanitation service of the Bamenda City Council.

ARTICLE 40: RECEIVING BENEFITS

The monitoring and acceptance committee set up in the above article is responsible for the evaluation and validation of services.

The Monitoring and Technical Acceptance Committee meets once per quarter and no later than twenty (20) days after the end of the quarter in question when convened by its chairman and gives its opinion on the quality of the service based on the working documents below:

- The contract and its components
- The report of the Head of the Hygiene and Sanitation Service of the Bamenda City Council, Contract engineer, approved by the Contract manager
- Minutes of site meetings
- Attachments and counts
- Any other document judged for the assessment of the quality of the work

The meetings of the monitoring and technical acceptance committee are the subject of minutes which are sent to all members. It must be signed at the end of the session.

The monitoring committee produces an annual report on the quantities of waste collected and processed, on the quality of service, and makes recommendations to the contracting authority for the following years, in strict compliance with the terms of the contract.

CHAPTER 5: MISCELLANEOUS PROVISIONS

ARTICLE 41: CASE OF FORCE MAJEURE

Certain circumstances are such as to release the liability of the contracting parties. These are those corresponding to acts of war, hostility (with or without declaration of war), foreign invasion, rebellion, insurrection, usurpation of power, civil wars, riots, unrest or social disorder; flooding, inaccessibility of a road serving a collection area for more than a week. They also extend to the effects of natural forces that the contracting parties could not reasonably foresee or avoid.

In the event of force majeure, the co-contracting party will only be released from liability if it notifies the contracting authority in writing of its intention to invoke this force majeure and this, before the twentieth (20th) day following the event.

Moreover, if this force majeure is invoked for exceptional precipitation, it will only be taken into account in the event of repeated rain, with precipitation equal to or greater than one hundred (100) millimetres of water for a period of forty-eight (48) hours (meteorological station reading).

In any case, it is up to the client to assess the case of force majeure.

ARTICLE 42: TERMINATION OF THE CONTRACT

The contract may be terminated under the conditions and forms provided for by the regulations in force.

ARTICLE 43: DISPUTES AND LITIGATIONS

Any dispute between the service provider and the contracting authority must be the subject of a memorandum of complaint.

When no amicable solution can be found to the dispute, it is brought before the competent court of the city of BAMENDA.

The law applicable to the Contract and which will govern its interpretation is that in force in Cameroon.

ARTICLE 44: PUBLISHING AND DISTRIBUTION OF THIS CONTRACT

Fifteen (15) copies of this contract will be edited by the service provider and provided to the Contracting Authority.

Article 45: ENTRY INTO FORCE OF THE CONTRACT

This contract will only become final after it has been signed by the Mayor of the City of BAMENDA. It will enter into force as soon as it is notified to the service provider and after notification of the service order to start the services.

DOCUMENT N°5
TERMS OF REFERENCE (ToR)

INTRODUCTION

The City of Bamenda is the third largest city in Cameroon faced with a myriad of solid/municipal waste management. According to the formal waste management sector governed by a contract between the City Councils and the Hygiene and Sanitation Provider of Cameroon (HYSACAM), about 100,000 tons of waste are produced daily in Cameroon with an organic waste content, estimated at 84% with low levels of recyclable materials such as paper (4%), plastics (3%), glass (1%), textiles and leather (2%) and miscellaneous materials (5%). About 60% of the waste produced is not collected and disposed of hygienically. Inadequate disposal methods include burning, household burial, and open dumping along streams and roads.

Generally, many people do not know about the impact and harmful effects of these open and irrational ways of disposing of waste on human health and the environment. With the coming of HYSACAM in the city of Bamenda on the 30th of January 2017, many people were able to limit the way of littering dirt or household waste on the environment because this company did quarter to quarter services whereby people could gather their dirt in their little wastebaskets, buckets, and trash cans waiting for the day HYSACAM will come to their quarter to collect and transport to the dumpsite in Mbelewa Mile 4. This made the streets and the communities to be very clean and Bamenda was classified as one of the cleanest cities in Cameroon, the living environment was thus free from diseases, stench, the spread of mosquitoes and insect bites, etc.

The Contract between HYSACAM and the Bamenda City Council ended in February 2022 and considering the security and socio-economic situation of the city, it is necessary to update the terms of reference of waste management in order to eventually accommodate observed ameliorations and ensure a more sustainable and effective waste management system.

These terms of reference are elaborated in this perspective and are to serve as the logbook for the new contract for waste management in the city of Bamenda.

The contract to be signed at the end of the International Call for Tenders provides for the performance of the services according to the Terms of Reference set out in specifications to be signed jointly by the City Council and the contractor, at the start of the works. The said specifications must be updated before the start of each conditional phase to adapt it to the realities observed on the ground and, if necessary, remedy the shortcomings observed during the previous phase.

This document specifically presents the consistency of the work and the mode of execution.

CONTEXT

Geography and Environment

The City of Bamenda is located in the North West Region of Cameroon, in the Mezam Division. It is subdivided into three sub-divisions which are Bamenda 1, Bamenda 2, and Bamenda 3. These sub-divisions are further broken down into sub-councils headed by mayors and quarters headed by quarter heads or quarter development committees.

The city is part of the agro-ecological zone of the highlands and is characterized by a Sub-equatorial mountainous tropical climate with a long rainy season (March to mid-November) and a short dry season of two to four months (mid-November to February). The Annual precipitation varies on average according to the relief from 1500 to 2600 mm. Temperatures oscillate between 15°C and 30°C on average with a strong daily variation: the average temperature is estimated to be at 20 °C. The physical environment is marked by rugged reliefs and the city is drained by rivers which, unfortunately, serve as a receptacle for a lot of waste drained by heavy rains. The hydrographic network is crossed by many rivers which flow from southwest to northwest and torrential flows of waterfalls from mountain peaks volcanic.

There exist the Savannas (grassy or shrub) and Forest relics (mountain forest, gallery forest, swamp forest) vegetation. Vegetation cover is abundant, especially at the level of the Bamenda cliff which has a vast wooden forest. Types of trees planted include: eucalyptus, cypress, pear, mango, and *Prunus Africanus* for their highly medicinal and economic value. The city is influenced by two types of winds: (i) the harmattan, a cold and dry wind that blows during the dry season, and particularly in

January and (ii) the monsoon which dominates during the rainy season and can be the source of heavy rainfall conducive to massive erosion from the ground and sometimes from the fall of trees from the hillsides. In urban areas, the air quality is not "pure" compared to that in rural areas due to the state of degradation of the environment by anthropogenic activities. The deterioration of air quality in the city is attributable to the volume of automobiles traffic and motorcycle taxis that emit greenhouse gases (GHGs) such as carbon dioxide (CO₂), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), and carbon monoxide (CO).

Security

The security situation of this city has not been the best with the ongoing socio-political crisis that emanated in the two Anglophone (North West and South West) Regions of Cameroon since November 2016 and is still on the rise with a high level of insecurity causing tension and panic amongst the population. Constant confrontations between the State armed forces and the non-State armed forces also known as "Amba boys" have displaced about 400,000 people, destruction of properties, torturing, rampant kidnappings, sporadic gunshots that has caused the untimely death of many people especially those of the active age group. The population often face protection issues such as threats from armed elements, being caught in crossfires, restrictions on freedom of movement due to multiple official and unofficial checkpoints, arbitrary arrests, and confiscation of personal documents, etc. The Government has tightened security, limiting the movement of people and goods through curfews while the Non-State Group has done theirs through multiple lockdowns. This security situation has hampered waste the collection and management of waste in the city

Demography and Settlement

The city of Bamenda is divided into three districts: Bamenda I, Bamenda II, and Bamenda III. Beyond its cosmopolitan character like any highly urbanized center in Cameroon, it contains two main ethnic groups namely the Tikar and the Ngemba. Alongside these two groups, one can find residents of other villages of the region and other regions of the country. The 3rd RGPH-BUCREP (Central Bureau of Census and Population Studies) of 2005 estimated the population of the city at 322,889 inhabitants. In general, this population can be estimated in 2020 at about 480,812 inhabitants. This estimate was made according to the projections of the Central Bureau of Census and Population Studies (BUCREP, 2005), without taking into account all the events undergone in the region since 2016. Indeed, with the ongoing socio-political crisis in the region, this population has certainly experienced serious fluctuations in these last five years. On observation, we notice movements in and out of the city. A part of the population took refuge in other towns in the Western Region and other urban centers of the country while some left other divisions and sub-divisions to the city. The constant influx of people into the city centre from the suburbs due to security reasons has led to an increased in waste generation but limited means of collection and management.

Institution and Legislation

The different institutions involve in waste management are:

MINEPDED: It is responsible for solid waste management;

MINDUH: It is responsible for municipal waste management;

MINSANTE: It is responsible for medical waste management;

MINDCAF: Provides land for temporal and permanent dumpsites;

The Bamenda City Council and Sub-Councils: Responsible for the cleaning of the streets, paths, gutters and local public spaces, follow-up and control of the management of industrial waste, fights against uncleanness, pollutions and nuisance and general waste management at the local level.

OBJECTIVES OF THE TERMS OF REFERENCE

General Objective

The main objective is to set up an efficient and sustainable waste management (collection, transportation and disposal) strategy. This strategy shall serve as logbook for waste management in the city for the next years.

Specific Objectives:

To ensure that waste is properly pre-collected from the quarters to transfer zones and onward collection and disposal without any interference;

To put an end to inadequate waste collection and disposal methods such as burning, household burial, and open dumping along streams and roads;

To ensure cleanliness in the quarters and the entire city of Bamenda;

To ensure security of persons and materials in the entire waste management chain;

To encourage community participation in matters of waste collection and disposal;

To limit the effect of waste on the environment and health.

WASTE COLLECTION AND DISPOSAL NEEDS

Main Concepts

Street cleaning: This involves sweeping and cleaning of areas like Commercial streets and public places (Commercial Avenue, Food Market, City Chemist Roundabout, Hospital Roundabout), residential areas (all paved streets within Bamenda 1, 2 and 3) and administrative areas (Councils, Central Prison, Government offices etc).

Cleaning of gutters and further distance of 5m from the edge of the road: This will ensure that the gutters and right of way are constantly kept clean.

Pre-collection: This involves the practical door to door collections and collection from micro spontaneous dumpsites within residential areas towards garbage cans.

Collection and transportation: This involves collection of waste from the garbage cans and transportation to the transfer dump-points and permanent dumpsites.

Transfer dump-points: These are temporal dumpsites designed and constructed for such purpose with adequate capacity and facilities to ensure efficient transiting of waste from production points to dumpsites.

Dump sites: These are permanent dumpsites allocated by the project owner for waste treatment and disposal. There will be 3 dump sites each located in the sub council area.

Community participation: This involves the active participation of populations in an organised manner in the pre-collection activities within their respective neighbourhoods.

Quantity evolution:

According to previous data the following quantities were produced yearly taking into consideration the market price (FCFA) divided by a unit price of 17, 878 tons:

In the year 2017: 47,676 tons of waste was produced;

In the year 2018: 49,189 tons of waste was produced;

In the year 2019: 50,725 tons of waste was produced;

In the year 2020: 52,285 tons of waste was produced;

In the year 2021: 53,868 tons of waste was produced

From the above data it can be seen that waste production in the city of Bamenda is on a steady rise with an annual average of 50,000 tons. These quantities are expected to keep increasing with the amelioration of the security environment and the return of fled population due to the crisis.

With the progressive return to normalcy in the city and the observed urban expansion especially towards the Bamenda 1 municipality and the active involvement of the population in the waste management process, it should be noted that waste collection quantities will increase in the coming years as already observed.

The evaluations done in the city in collaboration with the actual waste collection firm and the councils based on previous collection capacity and data reveal a possible minimum +50% increase in quantities to be collected per annum. It should be noted that the figures realised in the previous years didn't really ensure the effective evacuation of all waste generated in the city.

Based on this, we hereby recommend that the new annual quantities should be held at 80,000 tons per year and that an effective waste management strategy with effective resources mobilised to ensure the actual collection of this waste.

WASTE MANAGEMENT STRATEGY

CHAPTER I: SWEEPING OF STREETS, CLEANING OF GUTTERS AND FURTHER DISTANCE OF 5M AND CLEANING OF SQUARES AND MARKETS

Article 1: Consistency of operations

Article 1.1: General provisions

All of the materials recovered during the cleaning operations will either be collected in storage devices (mobile bins or garbage cans) with other household waste, or directly loaded and transported to landfill in the machinery used by the Contractor to ensure cleaning tasks.

Article 1.2: Sweeping of streets and squares, including cleaning of gutters and further distance of 5m from the edge of the road.

These services consist of:

- the actual sweeping of the entire right-of-way, including the paved roads, the paved sidewalks up to the property line and the shoulders;
- the picking up of papers and the collection of various products (cans of bottles, cardboard boxes, rags, packets of cigarettes and others) for spaces other than those assigned to traffic and included in the perimeter of the site to be scanned: squares, gardens public, gutters...
- picking up the contents of waste paper baskets;
- transportation and landfilling of all waste collected.
- Cleaning of gutters and a further distance of 5m from the edge of the road.

Article 1.3: Sweeping markets and specific sites

Sweeping markets and specific sites consists of:

- sweeping of spaces vacated by merchants;
- the picking up of papers and the collection of various products (cans of bottles, cardboard boxes, rags, packets of cigarettes and others) for spaces other than those assigned to traffic and included in the perimeter of the site to be scanned: squares, gardens public...
- collecting the contents of waste paper baskets;
- transportation and landfilling of all waste collected.

Article 2: Type of cleaning

The cleaning will be carried out manually in agreement with the Administration. It will be done using a broom, a wheelbarrow, a plastic bag or a 120-litre bin and squeegees or shovels to pick up the swept up or poked waste. The cleaned waste will be evacuated, landfilled and treated as household waste.

Article 3: Schedules and frequencies of cleaning

The cleaning will be done 06 days out of 06 days in all the developed axes of the city. No time constraint is imposed to carry out the sweeping of streets and public places which can be carried out 24 hours a day.

Scanning times for specific markets and venues will take into account the opening and closing times of those venues.

For each specific street, square, market or site, the frequency of sweeping operations is specified in article 4 below. However, adjustments may be made in agreement with the Administration in the event of special events.

Article 4: Streets, squares, steps and specific sites to be cleaned

The tables below specify the streets, squares and markets to be cleaned by sub division and indicate the main characteristics of some of them.

Article 4.1: The streets (Boulevards, Avenues and squares) of the city of Bamenda:

Article 4.1.1: The streets (Boulevards, Avenues and Squares) of the district of Bamenda 1:

N°	location	Km	Carriage type	kms total	Surface area (m ²)	Frequency
1	Old Finance Junction - Custom Junction - Mile 2 Mendakwe	5.2	2	10.4	10 400	5/7
2	Governor's Junction-Governor's Residence-Presidency and Explanade of the Ford	0.3	2	0.6	600	5/7
3	All paved road in GRA	2.11	2	4.22	4220	5/7
4	Prison Junction-Skyline Hotel	0.71	2	1.42	1420	5/7
5	Prison Junction -BMM	1.1	2	2.2	2 200	5/7
6	Custom Junction-BMM	0.64	2	1.28	1280	5/7
7	Custom Junction-Court of First Instance	0.38	2	0.76	760	5/7
8	Army Camp-Court of First Instance	0.53	2	1.06	1060	5/7
9	New Road Banjah	3.0	2	6	6000	5/7
10	All streams and culverts	0	0	0	0	3/7
11	Prison Junction (Monument) - Bamenda 1 market	1.72	2	2.1	2 100	5/7
27	Custom Junction - GBHS Mendankwe Junction	1.4	2	2.8	2 800	5/7
28	Blue Moon - Old CENAJES	3.8	2	7.6	7 600	5/7
29	Road access to cattle market	0.5	2	1	1 000	5/7
TOTAL		23.39		46.78	46,780	

Article 4.1.2: The streets (Boulevards, Avenues and Squares) of the district of Bamenda 2:

N°	location	Km	Carriage type	kms total	Surface area (m ²)	Frequency
1	Ntaturu Park-Nanga Junction	0.38	2	0.76	760	5/7
2	Nanga Junction-Hospital Roundabout	1.81	2	3.62	3 620	5/7
3	Hospital Roundabout-Old Church Junction	0.4	2	0.8	800	5/7
4	City Chemist Roundabout-Food Market-Hospital Roundabout	1.05	2	2.1	2100	5/7
5	Old fishpond road-CCC Junction	0.33	2	0.66	660	5/7
6	All paved streets in Atuaaziri	3.45	2	6.9	6 900	5/7
7	Hospital Roundabout-Old Council Junction-Mile 8 Mankon	7.35	2	14.7	14 700	5/7
8	City Chemist Roundabout-Rendevouz Junction	1.0	2	2	2 000	5/7
9	Hospital Roundabout-T-Junction	0.81	2	1.62	1 620	5/7
10	T-junction to Commercial Avenue-City Chemist	1.25	2	2.5	2 500	5/7
11	T-Junction-Ayaba-Vetinary Junction	1.48	2	2.96	29600	5/7
12	Vetinary junction-Ngeng Junction	0.5	2	1	1 000	5/7
13	Ngeng Junction-Ntamulung Junction	0.2	2	0.4	400	5/7

14	Vetinary Junction-City Chemist Roundabout	1.07	2	2.14	2 140	5/7
15	Fon's street	0.42	2	0.84	840	5/7
16	Ringway street	0.3	2	0.6	600	5/7
17	New life - back market -old treasury street	0.67	2	1.34	1 340	5/7
18	Congress Hall	0.23	2	0.46	460	5/7
19	Street between BICEC and NWCA building	0.36	2	0.72	720	5/7
20	Dreamland restaurant-Ringway street	0.29	2	0.58	580	5/7
21	Savannah street	0.9	2	1.8	1 800	5/7
22	Old treasury street	0.38	2	0.76	760	5/7
23	Vicky street - Church center junction	0.68	2	1.36	1 360	5/7
24	Nanga Junction - Old CENAJES	1.145	2	2.29	2 290	5/7
25	Back Market - TAC - CAMCCUL Atuazire	0.482	2	0.96	960	5/7
26	Alakuma Junction - Nitob Park (Mbengwi Road)	1.702	2	3.404	3 404	5/7
27	Nitob Park (Mbengwi Road) - Nanga Junction	2.231	2	4.462	4 462	5/7
28	Vetinaryjunction - BCC	2.29	2	4.58	4 580	5/7
29	GBHS Bamenda Junction-Ndamukong Street	1.246	2	2.492	2 492	5/7
30	Behind Che - Alakuma	1.779	2	3.558	3 558	5/7
31	Old Church Junction - New Church Junction	0.731	2	1.462	1 462	5/7
32	Hospital Roundabout - Nitobpark	2.296	2	4.592	4 592	5/7
33	All paved streets in this subdivision		2			5/7
34	All streams and culverts in this subdivision		0			3/7
TOTAL		39.212		78.424	78,424	

Article 4.1.3: The streets (Boulevards, Avenues and Squares) of the district of Bamenda 3:

N°	location	Km	Carriage type	kms total	Surface area (m ²)	Frequency
1	Virgin Land-Guinness Junction	1.85	2	3.7	3 700	5/7
2	Ngeng Junction-Old Finance Junction	0.62	2	1.24	1240	5/7
3	Old Finance Junction-Mile 2 Junction-Mile 4 Junction	4.28	2	8.56	8 560	5/7
4	Cow Street	0.91	2	1.82	1820	5/7
5	Ndamukong Street	2.08	2	4.16	4 160	5/7
6	Foncha Street	1.935	2	3.87	3 870	5/7
7	Ghana Street	0.645	2	1.29	1 290	5/7
8	Way In-Way Out Nkwen market	0.29	2	0.58	580	5/7
9	All paved roads between Ghana street and Cow Street	0.38	2	0.76	760	5/7

10	New Lay out Road	0.78	2	1.56	1560	5/7
11	K town street	0.51	2	1.02	1020	
12	New Road Banjah	3.0	2	6	6 000	5/7
13	Clifton Hotel Ntambessi	0.289	2	0.578	578	5/7
14	PCC Ntambessi-Flat stone-Foncha street	0.825	2	1.65	1 650	5/7
15	Ndamukong Street-Farmer's House	1.947	2	3.894	3 894	5/7
16	Mile 4 Junction-Mbelewa	2.1	2	4.2	4 200	5/7
17	All paved streets in this subdivision		2			5/7
18	Mile Four Junction-Bamenda III Council	1.43	2	2.86	2 860	5/7
18	All streams and culverts in this subdivision		2			3/7
TOTAL		23.851		47.702	47,702	

Article 4.2: Public places and specific sites:

N°	Location	Subdivision	Surface area (m ²)	Frequency
01	Les Carrefours et Intersection Bitumes	Bamenda I		5/7
02	Administrative Quarters	Bamendal		5/7
03	Government Residential Area	Bamendal		5/7
04	Central Prison	Bamendal		5/7
05	The Grandstand at Commercial Avenue	Bamendall		5/7
06	The Municipal Library	Bamendall		5/7
07	The Front yards of the residence of the Governor, the S.D.O, City Mayor and Mayors	Bamendal, II & III		5/7
08	The city's popular cultural sites such as the royal palaces	Bamendal, II & III		5/7
09	Central Bus station	Bamendal		5/7
TOTAL				

Article 4.3: Markets

N°	Location	Subdivision	Adjacent streets	Frequency
01	Bamenda Main Market	Bamenda II	T-Junction- City Chemist	6/7
02	Bamenda Food Market	Bamendall	Hospital Round-T-Junction Old fish pond street	6/7
03	Nkwen Market	Bamenda III	Old Finance Junction-Mile 2 Junction	6/7
04	Mile 4 Market/Nkwen Park	Bamenda III	Mile Junction-Mbelewa	6/7
05	Mendakwe Park	Bamenda I	Custom Junction-GBHS Mendakwe	6/7
06	Muwatsu park	Bamenda II	Old Council Junction -Mile 8	6/7

			Mankon	
07	Ntaturu Park/Market	Bamenda II	Nanga Junction-Hospital Roundabout	6/7
08	Nitob Park	Bamenda II	Hospital Roundabout-Nitob	6/7
09	Ntarikon Market	Bamenda II	Old Council Junction-Hospital Roundabout	6/7
10	Ntamuche Market	Bamenda III	Mile Four Junction-Bamenda III Council	6/7
11	Cattle Market	Bamenda I	Custom Junction-New Road	6/7
12	Bamenda I New Market	Bamenda I	Custom Junction-New Road	6/7
TOTAL				

CHAPTER II: COLLECTION OF HOUSEHOLD WASTE

Article 5: Definition of household waste

Subject to specific regulatory provisions applicable in this area, are gathered under the terminology "household waste", for the application of this contract:

- Ordinary waste from the preparation of food and the normal cleaning of homes, broken glass or crockery, extinguished ashes, leaves, rags, sweepings and various residues deposited in individual or collective containers;
- Residues and inert waste from the sweeping of public roads, sidewalks and markets as well as waste from barracks, schools, hospitals or other communities grouped in specific locations or contained in containers;
- Waste from craft establishments, small businesses, offices and administrations presented under the same conditions as ordinary waste;
- Plant waste from pruning or mowing carried out in public or private concessions.

Are not included in the denomination of household waste for the application of this contract:

- Excavations, rubble and debris from public and private works, scrap metal as well as removals clearance;
- Factory ashes and clinkers and in general all residues from industrial or commercial exploitation if their nature differs from that of household waste as defined above;
- Anatomical or infectious waste from hospital facilities (hospitals, clinics, laboratories, etc.) as well as waste from slaughterhouses.

Article 6: Consistency of household waste collection

The collection service consists of picking up and transporting household waste to the place of treatment.

Two types of collection will be implemented:

- Door-to-door collection. It will include: the collection of domestic waste directly from households, the removal or emptying of collective mobile storage bins for household waste
- Collection at a fixed point or by voluntary contribution from households. It will include the removal or emptying of mobile household waste storage bins distributed throughout the city, the evacuation of waste collected in the collection centres.

Transport consists of bringing the collected waste to the landfill site where it will be treated. Waste treatment will be carried out on the landfill site in accordance with the requirements of **CHAPTER III of these Specifications.**

Article 7: General organization of collection

Article 7.1: Division of the city into collection sectors

To take into account both administrative, demographic, security and socio-economic characteristics, but also urban and natural constraints, and more particularly the level of accessibility of the areas to be served by the household waste collection service, the town of Bamenda has been divided into three (03) collection sectors respecting the administrative division.

Bamenda 1

Quarters	Bamenda 1	Collection mode	Frequency	Hours
Administrative Center	CIRCUIT I.1.C	"Individual door-to-door" or "collective door-to-door"	5/7	6h-13h
GRA				
Hotspot				
Muma Street				
Pastoral Center	CIRCUIT I.2.C	"Individual door-to-door" or "collective door-to-door"	4/7	14h-21h
Akumbele				
Ntoh-Mendakwe				
Interior of State Council Chambers and New Governor's Residence	CIRCUIT I.3C	"Individual door-to-door" or "collective door-to-door"	4/7	14h-21h
Ntenefor				

Bamenda 2

Quarters	Bamenda 2	Collection mode	Frequency	Hours
CHE STRET	CIRCUIT II.1.C	"Individual door-to-door" or "collective door-to-door"	6/7	6h-13h
ATUAZIRE				
FOOD MARKET				
MAIN MARKET				
OLD TOWN	CIRCUIT II.2.C	"Individual door-to-door" or "collective door-to-door"	5/7	6h-13h
NTAMULUNG				
BIG MANKON				
MUSANG	CIRCUIT II.3.C	"Individual door-to-door" or "collective door-to-door"	4/7	14h-21h
MULANG				
SMALL MANKON				
NITOP	CIRCUIT II.4.C	"Individual door-to-door" or "collective door-to-door"	4/7	14h-21h
NTINKAG				
ALAMATU				
AIRPORT/BIR CAMP				

Bamenda 3

Quarters	Bamenda 3	Collection mode	Frequency	Hours
NEW LAY OUT	CIRCUIT III.1.C	"Individual door-to-door" or "collective door-to-door"	6/7	6h-13h
GHANA STREET- COW STREET				
NEW ROAD				

MANDA-BAMENDA COUNCIL	III	CIRCUIT III.2.C	"Individual door-to-door" or "collective door-to-door"	4/7	6h-13h
NTAGHEM- POLYTECHNIC BAMENA	NATIONAL				
NTABESSI		CIRCUIT III.3.C	"Individual door-to-door" or "collective door-to-door"	4/7	14h-21h
NDAMUKONG					
FONCHA STREET					
MBESSI					
MBELEWA					
BAYELLE		CIRCUIT II.4.C	"Individual door-to-door" or "collective door-to-door"	4/7	14h-21h
BANJAH					
NTAMUCHE					
MENTEH					

Article 8: Types and methods of household waste collection

Article 8.1: Types of household waste collection

Within each collection sector, household waste will be collected through:

- Collective mobile bins positioned on the public domain and freely accessible to all to receive the garbage brought voluntarily. These bins will also be used to store waste collected by pre-collection operators acting in collaboration with the contractor.
- Collection centers, with a large storage capacity, freely accessible to all to receive the garbage brought voluntarily by households or by pre-collection operators. Access to these facilities will be limited to the opening hours which will be instituted at each of these Centres. The contractor will have the possibility, during opening hours, to deposit household waste from sweeping operations and to ensure the emptying of existing bins on the site.
- "Individual door-to-door" or "collective door-to-door" collection rounds according to the procedures defined in article 9.2 below. These rounds of collection will be carried out at frequencies determined according to the indications appearing in article 17 of these Specifications.

Several collection rounds may be set up within the same sector. These rounds may also be of a different nature depending on the specific nature of the different sectors served within a collection sector.

Article 8.2: Mode of collection of household waste

The collective mobile bins are freely accessible to all public to collect household waste in voluntary contribution. Access by the public and the Contractor to the assembly centers will be limited to the opening hours set by the Administration.

In addition to this type of collection, the Contractor will be responsible for ensuring periodic collection rounds according to two methods set out below according to the requirements set out in article 17 for each of the defined collection sectors.

Two methods of collecting domestic household waste may be provided by the Contractor within each of the sectors identified in Article 8:

- Collection by "voluntary contribution" consisting of collecting collective mobile storage bins made available to "large producers" such as collective housing, administrations and public services, markets, public squares, bus stations, shops and eating places. This mode mainly concerns sectors without or insufficiently served by motorable roads. Densely occupied sectors, bordered or surrounded by motorized roads, will also be treated preferentially according to this method of collection.
- "Individual door-to-door" consisting of collecting the spontaneous contribution of households during rounds inside the sectors concerned "to the sound of the horn", picking up the contents of the

individual household bins. Compaction skips as well as any other appropriate machine or equipment will be able to ensure this mode of collection, which concerns sectors with a sufficient density of motorable roads.

Article 9: Public awareness

The efforts made by the administration and the company can only truly achieve an optimal quality of cleanliness if the populations participate effectively by adopting behaviors that comply with the rules of public hygiene and sanitation. Community waste management approach shall be promoted during these communication awareness, with education and demonstrations organised. Communication and public awareness campaigns will be carried out for a real culture of cleanliness.

Article 9.1: Dialogue with local authorities

The company will conduct, together with the administration, awareness-raising workshops for populations in the districts, with the contribution of the local authorities (heads of hygiene services of the district municipalities, heads of neighborhoods, heads of blocks, managers hygiene committees and associations, religious authorities, etc. with the aim of establishing a dialogue with the populations in order to facilitate better consideration of the grievances of these populations by the company, and to on the other hand, public hygiene and sanitation requirements by users.

Article 9.2: Interlocutors by district

The company, in this concern for proximity to the populations, will designate a contact person for each district in order to ensure a more efficient dissemination of information and faster reactions.

Article 9.3: Awareness messages

The company will develop, together with the administration, messages to raise public awareness of habits in terms of public hygiene and sanitation, which it will distribute to the populations on a variety of media (flyers, leaflets, radio and TV spots). ...).

Section 9.4: Dissemination of collection routes and programs

The company will distribute door-to-door collection programs and routes to households.

This program must be adjusted by the company according to the specific needs of each collection sector. In any case, the frequency of pick-up on each route cannot be modified without the agreement of the BCC

Sector	Code	Location	No	Frequency					
				T	W	T	F	S	S
	1.770.1	Old finance	1		1		1		1
	1.770.2	Governor's Junction	1		1		1		1
	1.770.4	Custom Junction	1		1		1		1
	1.770.5	Prison Junction	1		1		1		1
	1.770.6	Mile 1	1		1		1		1
	1.770.7	Bluemoon	1		1		1		1
	1.770.8	Pastoral Center	1		1		1		1
	1.770.10	Bamenda Central Prison street	1		1		1		1
	1.770.11	Mendakwe Park	1		1		1		1
	1.770.12	Akumbele	1		1		1		1
	1.770.13	Mendakwe Fon's Palace	1		1		1		1
	1.770.14	New Governor's Residence	1		1		1		1
	1.770.15	State Counsel Chambers	1		1		1		1
	1.770.16	Military hospital	1		1		1		1
	1.770.17	GRA	1		1		1		1
	1.770.18	Muma street	1		1		1		1
	1.770.19	Hotspot	1		1		1		1

	1.770.21	Residence of Mayor Bamenda I	1		1		1		1
II	2.770.1	Bamenda Airport	1	1		1		1	1
	2.770.2	BIR Camp	1	1		1		1	1
	2.770.3	Mankon Fon's Palace	1	1		1		1	1
	2.770.4	Muwatsu Park	1	1		1		1	1
	2.770.5	Alamatu	1	1		1		1	1
	2.770.7	Old Council Junction	1	1		1		1	1
	2.770.8	P&TGarage	1	1		1		1	1
	2.770.9	Ntarikon Market	1	1		1		1	1
	2.770.10	Way in/wayout Residence of Ni Fru	1	1		1		1	1
	2.770.13	Behind Che	1	1		1		1	1
	2.770.14	Brasseries Junction	1	1		1		1	1
	2.770.15	Hospital Roundabout	1	1		1		1	1
	2.770.16	Food Market	1	1		1		1	1
	2.770.17	New Church Junction	1	1		1		1	1
	2.770.18	Old Church Junction	1	1		1		1	1
	2.770.20	Nitop Park	1	1		1		1	1
	2.770.21	Back Travellers	1	1		1		1	1
	2.770.22	Nangah Junction	1	1		1		1	1
	2.770.23	Ntaturu Park	1	1		1		1	1
	2.770.24	Mile 90	1	1		1		1	1
	2.770.25	Old CENAJES	1	1		1		1	1
	2.770.26	Atuakom	1	1		1		1	1
	2.770.27	Interior of Meta Quarter	1	1		1		1	1
	2.770.28	Independence street	1	1		1		1	1
	2.770.29	Ring way	1	1		1		1	1
	2.770.30	Fon's Street	1	1		1		1	1
	2.360.1	Old treasury	1	1		1		1	1
	2.360.2	Back Market	1	1		1		1	1
	2.360.3	Devil Street	1	1		1		1	1
	2.360.4	Old town waterside	1	1		1		1	1
	2.360.5	Cathedral	1	1		1		1	1
	2.360.6	Ayaba Hotel	1	1		1		1	1
	2.360.7	Bamenda Central mosque	1	1		1		1	1
	2.360.8	Church center	1	1		1		1	1
	2.360.9	Bamenda City Council	1	1		1		1	1
	2.360.10	Parcours vita	1	1		1		1	1
	2.360.12	Cow boy	1	1		1		1	1
	2.360.13	Dominion Hotel	1	1		1		1	1
III	3.770.1	New Layout	1	1		1		1	1
	3.770.2	Cow street	1	1		1		1	1
	3.770.3	Ghana Street	1	1		1		1	1
	3.770.4	Way in/ way out Nkwen	1	1		1		1	1

3.770.5	Sisia	1	1		1		1	1
3.770.6	New Road junction	1	1		1		1	1
3.770.7	Ndamukong street	1	1		1		1	1
3.770.8	Ntabessi	1	1		1		1	1
3.770.9	Doctor Mundi's Residence	1	1		1		1	1
3.770.11	Blue Pearl Hotel	1	1		1		1	1
3.770.13	G.T.H.S Bamenda	1	1		1		1	1
3.770.14	Guinness Mile 3	1	1		1		1	1
3.770.15	St. Paul Catholic Church	1	1		1		1	1
3.770.16	Bamenda 3 Council	1	1		1		1	1
3.770.17	Nkwen Park	1	1		1		1	1
3.770.18	Nkwen Fon's Palace	1	1		1		1	1
3.360.3	Mawa Hotel	1	1		1		1	1
3.360.4	National Polytechnic Bamenda	1	1		1		1	1
3.360.5	Magaji Junction	1	1		1		1	1
TOTAL		75						

Article 10: Storage devices for household waste

Apart from machinery and equipment with its own storage capacity, household waste will be collected before removal to the treatment site in mobile bins or collection centres.

The equipment made available under the contract is listed in the table below:

Type of installation or material	Quantity
Mobile cans	
Open containers 770L.....	150
Open containers 360L.....	150
Open containers 120L.....	75
Open garbage cans of 9m3.....	15
Open garbage cans of 16m3.....	15

Article 11: Means of transporting household waste

To ensure the transport of the household waste collected, as well as that of the materials resulting from the cleaning operations, the Contractor will mobilize the following own means

Type of installation or material	Quantity
Garbage compacting trucks	3
Garbage trucks of the type in Paris City.....	3
Garbage trucks of type polybenne Ampli Roll.....	3

Article 12: Location and frequency of collection of collective bins

Each collective bin location will be identified by an alpha numeric code, which will be mentioned in the waste landfill admission register.

The collection centres opened by the Administration are also equipped with mobile bins intended for the storage of household waste. Like the other collective bins, the Contractor is responsible for their removal.

Article 12.1: Open cans of 770 l and 360 l

Three hundred (300) open cans of 770 l and 360 l are placed in the city of Bamenda and are emptied by collection trucks. The table below specifies for each district of the city of Bamenda:

- geographical positioning;
- The identification code of each bin location;
- The number of bins per location;
- Collection frequencies.

Article 12.2: Open cans of 9m3

Seventy-five (75) open cans of 9m3 must be placed in the city of Bamenda and regularly emptied by trucks provided for this purpose. The table below specifies for each district of the city of Bamenda:

The number of bins may, during technical visit meetings, increase by 10% without financial impact on the initial contract when the need arises in a district generating a large volume of waste and which had not initially been taken into account.

The service provider will ensure that each tray placed in a point fully plays its role, in the event of a finding of uselessness of a tray or low use, the company will make proposals to the Project Manager (PO) for its replacement by a tray of low capacity, and the valuation of it in another geographical point.

- The geographical positioning of the 9m3 bins; only the positions of 63 bins are presented below. The service provider will propose the position of the others in its technical offer or as soon as the services start.
- The tracking code for each bin location.

Secteur	Code	Location
I	1.1-M9-ABT	Mile 1 Junction
	1.1-M9-HOD	Mendakwe Park
	1.1-M9-MMA	Army Camp Hospital
	1.1-M9-DTN	Hotspot Ntenefer
	1.1-M9-EPB	GRA End of Tar
	1.2-M9-DML	G.B.H.S Mendakwe
	1.2-M9-EML	Ecole des Champions
	1.2-M9-KAE	palace
II	2.1-M9-DEC	Ntaturu Market
	2.1-M9-MMC	St. Jude Junction
	2.1-M9-EPT	Abangoh junction
	2.1-M9-MAC	Azire
	2.1-M9-MAB	Savannah Junction
	2.1-M9-MBI	Main market crossing to Atuazire
	2.2-M9-CCS	Public Security
	2.2-M9-CAC	Behind Congress hall
	2.2-M9-TRV	Central Food Market
	2.2-M9-FMB	Food market Commercial avenue
	2.2-M9-FGT	Azire B
	2.2-M9-MDP	Food Market Grand Agah
	2.2-M9-STM	General Hospital
	2.2-M9-STM	Brasseries junction
	2.2-M9-AMF	Ntamulung below SOREPCO
	2.2-M9-COV	Ntamulung beside Presbyterian Hospital

	2.2-M9-MAS	Kishi Garage Ntarikon
	2.2-M9-ENC	Nitop Park
	2.2-M9-	Ntarikon Market
	2.2-M9-	Rendez-vous junction
	2.2-M9-	Mulung Below BCC
	2.2-M9-	Mulang Behind BCC
	2.2-M9-	GBSS Ngomgham
	2.2-M9-	Nchuobuh Junction
	2.2-M9-	Alakuma unction
	2.2-M9-	Last pole Ngomgham
	2.2-M9-	Mile 6 Junction Mankon
	2.2-M9-	Behind Che
	2.2-M9-	Church Center Mankon
	2.2-M9-	T-junction
	2.2-M9-	Stadium Entrance
	2.2-M9-	Cathedral Big Mankon
	2.2-M9-	Ntumazah Hill
	2.2-M9-MAT	Food Market opposite Farmers' cooperative
III	3.1-M9-EPD5	Nkwen Market, below Entrance
	3.1-M9-SPB3	Nkwen Market, Yaounde Park
	3.2-M9-PDB	Amour Mezam
	3.2-M9-CAT	Ntabessi junction
	3.2-M9-MOT	Mile 3 S-bend
	3.2-M9-KOS	Mile 3 farmers' House
	2.1-M9-BST	Ndamukomg Street, Hope Baptist church
	3.2-M9-MBC	Ndamukong Street, Bufula
	3.2-M9-DCM	Ndamukong Street, 1st tap
	3.2-M9-PEN	Ndamukong Street, 1st Off license
	3.2-M9-	K-town
	3.2-M9-	PNEU Entrance
	3.2-M9-	Below Foncha
	3.2-M9-	Mile 4 Nkwen Park
	3.2-M9-	CAMPSI Alalieh
	3.2-M9-	Mile 3, below St. Louis
	3.2-M9-	Nkwen Palace
	3.2-M9-	Mile 5 Junction
	3.2-M9-	New Road, beside Catholic Church Bayelle
	3.2-M9-	New Road, Beside Doctor Mundi
	3.2-M9-	Ntenetene
	3.2-M9-	Virgin land- Road to GTHS Bamenda

Article 12.3: Wastepaper baskets

Twenty (20) wastepaper baskets to be placed in the main axes of the city in collaboration with the administration. The table below specifies for the whole city:

- geographical position;
- the frequency of removal.

Location	Quantity
Entrance into CRTV	1
State Counsel Chambers	1
Court of First Instance	1
Mezam SDO Office	1
Governor's office	1
Bamenda City Council	1
Public Security	1
Bamenda 1 Council	1
Bamenda 2 Council	1
Bamenda 3 Council	1
Entrance to Army Camp	1
Finance Building	2
Regional Hospital	1
CAMCULL Building	1
Entrance into Main Market	2
Nkwen District Hospital (PMI)	1
NFC Bank Commercial Avenue	1
Ayaba Hotel	1

Article 13: Pre-collection of household waste

The natural constraints of certain areas of the city, their low level of structuring in motorized roads to which is added a high concentration of populations do not allow the company to carry out its services.

In these areas inaccessible to the Contractor's trucks, the administration will encourage pre-collection activities by "small" operators and will define the respective responsibilities and methods of collaboration between the pre-collection operators and the company.

Alternative Solution: Box 1

This pre-collection approach revolves around the active participation of the population in pre-collection activities in an organised system. This is an attempt to overcome the security challenge associated with accessing remote neighbourhoods considered unsecured.

This approach involves the following principles:

The contractor identifies, in collaboration with the concerned subdivisions, the different neighbourhoods concerned and groups them in the sectors following their geographic proximity;

For each of the sectors, a dialogue meeting is held with the full participation of the city council and sub council concerned and an agreement is reached on how to organise regular clean up campaigns- possibly on Ghost town Mondays;

An evaluation of resources needed for the organisation and proper functioning of the campaigns is done and the resources made available by the contractor following his contractual capacity. This mobilisation of resources should be done under the auspices of the sub-divisional council for effective control on the field;

The contractor mobilises supervisory personnel to assist the sectors and ensure respect of contractual prescriptions during the pre-collection process;

Garbage collected is transported to transfer points with the help of tricycles made available by the contractor. Each sector shall be accorded a tricycle on agreed operation

days for evacuation of waste.

Front end loaders and trucks shall be used to evacuate garbage deposited at the transfer sites.

Community sensitization shall be ensured by the personnel of the contractor on such days and social animations shall be encouraged. A cordial working relation should be established with the councils.

A map of the different sectors shall be produced by the contractor before commencement of activities to ensure that the entire city is covered.

Article 13.1: Supervision of pre-collection

The company will participate in the supervision of pre-collection operators and will formulate for the attention of the administration opinions and recommendations on current activity, as well as on new actions to be taken in terms of health, hygiene and improvement of the living environment of the populations

Article 13.2: Awareness campaigns

The company will participate in awareness and communication campaigns related to the activities of pre-collection operators in favour of the populations.

Article 14: Household waste collection centres

In addition to the collective bins, the Administration may make available to the public and/or certain pre-collection operators a certain number of household waste collection centres for which the Contractor is responsible for the removal of garbage as well as gathered before being transported and treated in landfill.

Alternative Solution: Box 2

This alternative includes the construction of transfer points to host waste pre-collected from the different clusters before transportation to the different dumpsites. This approach is a solution to the insecurity usually associated around garbage can points. The following principles shall guide the installation of these transfer points:

The sub divisional councils shall make available land for the installation of these transfer points;

The transfer points shall be constructed at adequate locations in a planned manner to ensure accessibility from the different pre-collection sectors and easy access to dumpsites;

The transfer points shall be developed to minimise waste spill and environmental hazards considering proximity to settlements;

These transfer points shall be secured and protected by the populations and the contractor

The contractor shall present a development and management plan of the transfer points for approval before implementation.

Article 15: Schedules and rate of collection

Household waste collection, "individual door to door" or "collective door to door", will take place between 6 a.m. and 1 p.m., between 2 p.m. and 9 p.m. and 10 p.m. These schedules will be made known to the public.

Collection will take place every week, from Monday to Saturday inclusive, according to the procedures defined in article 17 below. Arrangements can be made with the agreement of the Administration in the event of special events.

Consecutive holidays will not result in an interruption of service for more than twenty-four (24) hours, the Contractor must provide the necessary service without this being considered as additional work.

Article 16: Collection circuits

A collection circuit is the route followed by the Contractor's vehicles, to ensure "individual door-to-door" or "collective door-to-door" collection.

The city has been divided into three (03) sectors within which are fixed the different collection circuits, each associated with one of the two collection modes. In each sector of the city, the Contractor undertakes to carry out collection circuits, the characteristics of which are listed in the table below and according to the different seasons of the year (dry season and rainy season):

Article 16.1: In the dry season:

Bamenda 1 Council

Circuit I.1.C	Principal points
1	Hot spot Ntenefor- Military Court- Governor Residence
2	End of tar GRA- Office of WFP - Muma Street
3	Ecole des Champions- Admiralty Hotel- Military Hospital
4	Army Camp- State Council Chambers- Court of 1st Instance
5	Old finance Junction- Jua Hotel- Governor's Junction
6	Custom junction- Prison Junction- Monument
7	Delegation of Transport- Mendakwe Park
8	Below Legion gate- Mile 1 junction- Former Guarantee- Blue moon
Circuit I.2.C	
1	Mile 1 junction- World Hospital- Muyo Junction
2	Moyu Junction- Water tank
3	Mendakwe Park- GBHS Bamendakwe
4	Water Tank Akumbele- Ntaafi- Bujong-MendakwePalace
Circuit I.3.C	
1	GBHS Bamendakwe- New Governor's Residence
2	All entrances on the Champions Hill (Admiralty Hotel entrance.....)
3	Hotspot Ntenefor- Residence of Mayor Bamenda 1- PCC Ntenefor

Bamenda 2 Council

Circuit II.1.C	Principal points
1	Base Hysacam- Council Junction- Brigade Ter Ntarikon
2	TOTAL Ntarikon- Ntarikon Market- Don Simon Bar
3	CAMWATER- Brasseries Junction- Regional Hospital
4	Hospital Roundabout- Food Market- Nso Boyz Agency
5	Moghamo Express- City Chemist- MTN Office
6	Njeiforbi Bakery- BICEC bank- OILIBYA
7	Grand Stand- Entrance Main Market- New Life Supermarket
8	Laking- Abohbo Building- Noble Pharmacy
9	T-junction- Savanah Junction- NEXTEL Building
10	SGC Bank- Santa Park- Afriland Bank
11	Total Commercial Avenue- Ecobank- CAMCULL Building
12	NFC Bank- Dreamland Restaurant
13	Cammairco- Ring way
14	Oilibya- Bamenda Police Cooperative- Electronics line- Congelcam food Market
15	Grand stand- Congress Hall- Azire Cooperative

516	New Life Supermarket- Back Market
Circuit II.2.C	
1	Vatican Express- Express Union (Back TOTAL Commercial Avenue)
2	Santa Park- Old Town waterside
3	Behind Bank Atlantique - Bamenda Cental Mosque
4	Savanah Junction- Millenium Pharmacy - Public Security
5	Noble Pharmacy- Cathedral Big Mankon- St. Blaise Clinic
6	Ayaba Hotel- Finance Building- Africa Petroleum
7	City Chemist- Vatican Express- Campost
8	Treasury/Custom Building- Crystal Pharmacy- Veterinary Junction
9	Mitayen Cooperative- St. Gabriel Catholic Church
10	Veternary Junction- Above Afrique Nouvelle- Parcours Vita
11	All Paved roads inside old town
Circuit II.3.C	
1	City Chemist- Penn Pan Pacific Hotel- Church Center
2	City Chemist- Mondial Express- Calvary Chapel
3	Mount Zion Clinic- Catholic Church Small Mankon
4	Lanchans Bridge- Rendez-vous Junction - End of tar
5	Rendez-vous Junction- P.C.C Musang- Fire Station
6	Bamenda City Council- Dominion Hotel Junction
7	End of tar- Cowboy- Last pole- Mile 5, River Mezam Bridge
8	Cowboy- Dominion Hotel - Below Foncha Market
9	All accessible earth roads (Mulang Street 1 to 5)
Circuit II.4.C	
1	Hospital Roundabout- New Church Junction- Radio Hot cocoa
2	Nangah Junction- Azam Hotel- Mile 90
3	Nangah Junction- Old CENAJES- P.C.C Mbomassa- P.C.C Njimafor
4	New Church Junction- Atuakom Health Center- P.S.S Mankon
5	Holiday Hotel- Winners Chapel- P.C.C Abangoh
6	Tradex Travellers - Back Travellers
7	Hospital Roundabout- Old Church Junction- Mancho
8	Old Church Junction- Tumasangs Residence- Nitop Market
9	Nangah Junction- Ntaturu Market
10	Regional Hospital Mortuary- Noble man- P.C.C Nitop
11	Jeps Hotel - Nguoh Hall- Brasseries Junction
12	Old Council Junction- Sacred Heart- Nchuoboh Junction
13	River Mezam Bridge- Catholic Church Alamatu- Mile 8 Mankon
14	P.C.C Alachu- Entrance to Dreamland Quarry- Mankon Palace
15	BIR Camp -Bamenda Airport
16	Mile 8 Junction- Muwatsu Park

Bamenda 3 Council

Circuit III.1.C	Principal points
1	Veterinary Junction - Old finance Junction
2	Mbingo Hospital- Kangle plaza Hotel
3	Ngeng junction- Bamenda Police Cooperative
4	CAMI Building- Quiferrou-
5	Way in- Way Out Nkwen

6	Mobil Nkwen- TOTAL Nkwen
7	Top Star Hotel- ENEO Nkwen- Ricky Photos
8	Family Pharmacy- Opsec Nkwen- Mile 2 Junction
9	Bonapriso Snack- Ecobank- New Road Junction
10	Koffi Annan Snack- Jude's Kitchen
11	St. Michael School- Kenwood Hotel
12	Dr Mundi- Banjah Market- Hill Park Hotel
Circuit III.2.C	
1	Dreamland Nkwen- Karen Pharmacy
2	Nkwen District Hospital - Texaco /MRS filling station
3	Madiba Snack Bar- COGENI Ntambessi Branch
4	Clifton Hotel- Ashanti Bar
5	Janna Supermarket- Mr Baker- Njeiforbi Bakery
6	Foncha Junction- Washington DC
7	Blue Pearl Hotel- St. Helen
8	Tchoffo Tyre Center- Big G Snack bar
9	Farmers' House- Winners Chapel entrance
10	Blessing filling station- St. Paul junction- St Louis University
11	FONAB Nkwen- Guinness Depot- Northwest Cooperative Association
12	FOKOU - Nso Boyz bus Station- Full Gospel Mission Nkwen- Gendamerie Research Brigade
13	Mile 4 Junction- Central Bolt- St. Michael Catholic Church- Mile 5 junction
14	BOCOM- SHUMAS- Mawa Hotel- Firewood Junction- entrance to YOSA Stadium- National Polytechnic Bamenda
15	P.C.C Manda- Our lady of Africa Catholic Church- Bamenda 3 Council
Circuit III.3.C	
1	Bayelle Cooperative Credit Union- 1st tap- Bufula
2	Hope Baptist church- Providence Kindergarten School- Apple Gate Hotel
3	Below Foncha Market- the Foncha 's Residence
4	St. John Catholic Church- Virginland Junction- PNEU Junction
5	Providence Polyclinic - EDGE Company Base- Foncha Junction
6	1st Office License- Gendarmerie Santa Barbara
7	P.C.C Ntaghem- Clifton Hotel
8	Kangle Plaza Hotel- GTHS Bamenda
9	PNEC Primary School- Redeemer Baptist Church
10	Mile 4 Park - PCC- Mbelewa- Magaji Junction
11	Mbesi Junction- Mbefi Hall
Circuit III.4.C	
1	Opsec Nkwen- Fabolous Hotel
2	Nkwen Market- P.C.C Sisia
3	Nkwen District Hospital - GBHS Bayelle
4	Njeiforbi Supermarket - GTTC Bamenda
5	P.C.C Ntahkekah- St. Paul Catholic Church- Unique Printers
6	Farmers House - the Martins Hospital
7	CAMPSI Alalieh- P.C.C Menteh

Article 16.2: In the rainy season

Bamenda 1 Council

Circuit I.1.C	Principal points
1	Hot spot Ntenefor- Military Court- Governor Residence
2	End of tar GRA- Office of WFP - Muma Street
3	Ecole des Champions- Admiralty Hotel- Military Hospital
4	Army Camp- State Council Chambers- Court of 1st Instance
5	Old finance Junction- Jua Hotel- Governor's Junction
6	Custom junction- Prison Junction- Monument
7	Delegation of Transport- Mendakwe Park
8	Below Legion gate- Mile 1 Junction- Former Guarantee- Blue moon
Circuit I.2.C	
1	Mile 1 Junction- World Hospital- Muyo Junction
2	Moyu Junction- Water tank
3	Mendakwe Park- GBHS Bamendakwe
4	Water Tank Akumbele- Ntaafi- Bujong-MendakwePalace
Circuit I.3.C	
1	GBHS Bamendakwe- New Governor's Residence
2	All entrances on the Champions Hill (Admiralty Hotel entrance.....
3	Hotspot Ntenefor- Residence of Mayor Bamenda 1- PCC Ntenefor

Bamenda 2 Council

Circuit II.1.C	Principal points
1	Base Hysacam- Council Junction- Brigade Ter Ntarikon
2	TOTAL Ntarikon- Ntarikon Market- Don Simon Bar
3	CAMWATER- Brasseries Junction- Regional Hospital
4	Hospital Roundabout- Food Market- Nso Boyz Agency
5	Moghamo Express- City Chemist- MTN Office
6	Njeiforbi Bakery- BICEC bank- OILIBYA
7	Grand Stand- Entrance Main Market- New Life Supermarket
8	Laking- Abohbo Building- Noble Pharmacy
9	T-junction- Savanah Junction- NEXTEL Building
10	SGC Bank- Santa Park- Afriland Bank
11	Total Commercial Avenue- Ecobank- CAMCULL Buiding
12	NFC Bank- Dreamland Restaurant
13	Cammairco- Ring way
14	Oilibya- Bamenda Police Cooperative- Electronics line- Congelcam food Market
15	Grand stand- Congress Hall- Azire Cooperative
16	New Life Supermarket- Back Market
Circuit II.2.C	
1	Vatican Express- Express Union (Back TOTAL Commercial Avenue)
2	Santa Park- Old Town waterside
3	Behind Bank Atlantique - Bamenda Cental Mosque
4	Savanah Junction- Millenium Pharmacy - Public Security
5	Noble Pharmacy- Cathedral Big Mankon- St. Blaise Clinic
6	Ayaba Hotel- Finance Building- Africa Petroleum
7	City Chemist- Vatican Express- Campost
8	Treasury/Custom Building- Crystal Pharmacy- Veterinary Junction
9	Mitayen Cooperative- St. Gabriel Catholic Church
10	Veterianry Junction- Above Afrique Nouvelle- Parcours Vita

11	All Paved roads inside old town
Circuit II.3.C	
1	City Chemist- Penn Pan Pacific Hotel- Church Center
2	City Chemist- Mondial Express- Calvary Chapel
3	Mount Zion Clinic- Catholic Church Small Mankon
4	Lanchans Bridge- Rendez-vous junction - End of tar
5	Rendez-vous Junction- P.C.C Musang- Fire Station
6	Bamenda City Council- Dominion Hotel Junction
7	End of tar- Cowboy- Lastpole- Mile 5, River Mezam Bridge
8	Cowboy- Dominion Hotel - Below Foncha Market
Circuit II.4.C	
1	Hospital Roundabout- New Church Junction- Radio Hot cocoa
2	Nangah Junction- Azam Hotel- Mile 90
3	Nangah junction- Old CENAJES- P.C.C Mbomassa- P.C.C Njimafor
4	New Church Junction- Atuakom Health Center- P.S.S Mankon
5	Holiday Hotel- Winners Chapel- P.C.C Abangoh
6	Tradex Travellers - Back Travellers
7	Hospital Roundabout- Old Church junction- Mancho
8	Old Church Junction- Tumasangs Residence- Nitop Market
9	Nangah Junction- Ntaturu Market
10	Regional Hospital Mortuary- Noble man- P.C.C Nitop
11	Jeps Hotel - Nguoh Hall- Brasseries junction
12	Old Council Junction- Sacred Heart- Nchuoboh Junction
13	River Mezam Bridge- catholic Church Alamatu- Mile 8 Mankon
14	P.C.C Alachu- Entrance to Dreamland Quarry- Mankon Palace
15	BIR Camp -Bamenda Airport
16	Mile 8 Junction- Muwatsu Park

Bamenda 3 Council

Circuit III.1.C		Principal points
1		Veterinary junction - Old finance junction
2		Mbingo Hospital- Kangle plaza Hotel
3		Ngeng junction- Bamenda Police Cooperative
4		CAMI Building- Quiferrou-
5		Way in- Way Out Nkwen
6		Mobil Nkwen- TOTAL Nkwen
7		Top Star Hotel- ENEO Nkwen- Ricky Photos
8		Family Pharmacy- Opsec Nkwen- Mile 2 Junction
9		Bonapriso Snack- Ecobank- New Road junction
10		Koffi Annan Snack- Jude's Kitchen
11		St. Michael School- Kenwood Hotel
12		Dr Mundi- Banjah Market- Hill Park Hotel
Circuit III.2.C		
1		Dreamland Nkwen- Karen Pharmacy
2		Nkwen District Hospital - Texaco /MRS filling station
3		Madiba Snack Bar- COGENI Ntambessi Branch
4		Clifton Hotel- Ashanti Bar
5		Janna Supermarket- Mr Baker- Njeiforbi Bakery
6		Foncha Junction- Washington DC

7	Blue Pearl Hotel- St. Helen
8	Tchoffo Tyre Center- Big G Snack bar
9	Farmers' House- Winners Chapel entrance
10	Blessing filling station- St. Paul junction- St Louis University
11	FONAB Nkwen- Guinness Depot- Northwest Cooperative Association
12	FOKOU - Nso Boyz bus Station- Full Gospel Mission Nkwen- Gendamerie Research Brigade
13	Mile 4 Junction- Central Bolt- St. Michael Catholic Church- Mile 5 junction
14	BOCOM- SHUMAS- Mawa Hotel- Firewood Junction- entrance to YOSA Stadium- National Polytechnic Bamenda
15	P.C.C Manda- Our lady of Africa Catholic Church- Bamenda 3 Council
Circuit III.3.C	
1	Bayelle Cooperative Credit Union- 1st tap- Bufula
2	Hope Baptist church- Procidence Kindergarten School- Apple Gate Hotel
3	Below Foncha Market- the Foncha 's Residence
4	St. Catholic Church- Virginland Junction- PNEU Junction
5	Providence Polyclinic - EDGE Company Base- Foncha Junction
6	1st Office License- Gendarmerie Santa Barbara
7	P.C.C Ntaghem- Clifton Hotel
8	Kangle Plaza Hotel- GTHS Bamenda
9	PNEC Primary School- Redeemer Baptist Church
10	Mile 4 Park - PCC- Mbelewa- Magaji Junction
11	Mbesi Junction- Mbefi Hall
Circuit III.4.C	
1	Opsec Nkwen- Fabolous Hotel
2	Nkwen Market- P.C.C Sisia
3	Nkwen District Hospital - GBHS Bayelle
4	Njeiforbi Supermarket - GTTC Bamenda
5	P.C.C Ntahkehah- St. Paul Catholic Church- Unique Printers
6	Farmers House - the Martins Hospital
7	CAMPSI Alalieh- P.C.C Menteh

CHAPTER III: TREATMENT OF HOUSEHOLD WASTE

Article 17: Facilities made available

The Administration makes available to the Contractor three landfill sites in all sub councils that make up the Bamenda municipality. The Contractor uses the facilities made available to him and operates the sites.

The extension of the perimeter of the landfill, as well as the realization of new works modifying the technical methods of treatment of the waste or the by-products resulting from the landfill, concern exclusively the initiative of the Administration and perhaps justified by the contractor.

Article 18: Mode of treatment of household waste

The Contractor is responsible for operating the facilities under the general mode of a controlled household waste landfill.

Article 19: Waste admitted to landfill

Are accepted in landfill:

Raw household waste;

Residues from urban sweeping;

Ordinary industrial waste;

Green waste;

Are refused in discharge:

Uncooled materials that may cause fires;
 Liquid products in closed containers;
 Raw organic materials;
 Non-incinerated healthcare waste;
 Sludge from Urban sanitation;
 Cooled residues from the incineration of household and similar waste;
 Bulky waste and vehicle wrecks;
 All products presenting a risk of toxicity, chemical or biological pollution.

Article 20: Accessibility and opening hours

The Contractor operates the landfill to process household waste and sweeping residue, which it collects and transports under this contract.

The Contractor is also required to accept and process the waste authorized in article 20 above brought directly by the public. In such cases, the Contractor must record: the identification of the depositor, the nature of the waste, its weight as well as the date and time of deposit. This information will appear in the contractor's database and can be consulted, if necessary, by the administration.

The admission and unloading of waste brought by third parties is carried out under the direction and control of the Contractor's personnel. Opening to the public will be ensured on working days, from 8 a.m. to 5 p.m. without interruption.

The Contractor has the obligation to allow free access to all the landfill facilities to any authorized representative of the public authorities and the Administration wishing to carry out control operations, after forty-eight (48) minimum hours. Access to authorized representatives will be guaranteed 7 days a week, from 6 a.m. to 6 p.m. without interruption.

With regard to working hours, the Contractor operates the landfill on days and hours allowing it to optimize continuity with the other services entrusted to it under this contract.

Article 21: Arrangement of lockers

To ensure the burial of waste, the Contractor will set up lockers as and when needed. The operation of the lockers will be carried out according to the rules of the art and in strict compliance with environmental constraints.

Article 22: Consistency of treatment of household waste

The treatment of waste admitted to landfill consists of:

the dumping of household waste in fitted lockers;
 the adjustment of household waste in layers with a maximum thickness of seventy (70) cm;
 covering each layer of regular household waste with a layer of earth or inert material fifty (50) cm thick;
 their compaction with a form of slope of 3%.

Compaction will be ensured by the movement of bulldozers (bulldozers in particular) ensuring the adjustment of household waste and its movement towards the front of the dump.

Garbage dumped daily must be covered the same day to prevent the waste from flying away.

The organization of the discharge will be made in application of the Specifications approved by the Administration.

Article 23: Disinfection of Sites: All dump sites including transfer stations and garbage collection points shall be constantly disinfected.

Article 24: Materials present on the landfill site

The Contractor undertakes to maintain the following equipment permanently operational:

N°	Designation	Quantity
1	Bulldozer D7R	1
2	Garbage compacting trucks y	3

3	Garbage trucks of the type in Paris City	3
4	Garbage trucks of type polybenne Ampli Roll	3
5	Trucks	8
	Front end loaders;	3
6	Tricycles	21
7	Street Sweeper truck	1
8	Water Tanker	1

Article 25: General organization of the discharge

It is organized as follows:

- a person in charge of monitoring work on the landfill and managing staff;
- Entry Operators (joint agents of the CU and Co-contractor) recording the entries and exits of machinery and trucks;
- agents responsible for directing the collection trucks to the unloading docks;
- machinery operators;
- guards
- manoeuvres.

Article 26: Treatment and discharge of leachate

The leachate collected in the lockers and cells will be directed to retention basins arranged in series (at least two (2) basins). The total volume of the basins will ensure a minimum residence time of thirty (30) days before they are discharged into the natural environment. This is a pre-treatment before recirculation to the landfill site or discharge to a municipal treatment plant.

Discharges must be tested by an approved structure which will confirm that their quality will not pose any harmful effects on the environment.

The sludge from leachate settling will be regularly collected and dispersed on the compartment(s) during operation. Under no circumstances should this settling sludge be spread inside or outside the landfill site.

RECAP OF MATERIAL

Tricycles; 21

Shovels;

Scrapers; 15

Pick-ups; 2

Trucks; 8

Front end loaders; 3

Street sweepers; 70

Drivers/Conductors; 20

Foremen/Controllers; 7

Transfer sites construction; 5

General Logistics (PPEs, First aid kits, face masks, gloves).

PERSONNEL

Office personnel; 7

Field personnel; 97

Dumpsite personnel; 20

DELIVERABLES AND RECEPTIONS

Start-up report;

Monthly data collection reports;

Semester reports.

DOCUMENT N°06
UNIT PRICE SCHEDULE (BPU)

UNIT PRICE SCHEDULE

N° Price	Description and price in letter	Unity	Unit price
100	Installation of the base of the company and miscellaneous: He understands • bringing in and withdrawing equipment and installations from the logistics base. • Developing an action plan. • The layout of equipment storage and maintenance areas. • Water and electricity supply. • Evacuation of waste water by septic tanks. • And any suggestions. It is paid as follows: Up to 80% when all the materials necessary for the proper performance of the services (trucks and civil engineering machinery) are on site and in working order The balance is 20% after receipt of benefits. This price is a flat rate of _____ CFA francs	FF	
200	Collection and transport of household waste, sweeping of streets, public squares, bus stations and markets: It includes the supply and installation of collection equipment (garbage bins), the creation of transfer points, the collection of garbage at the collection/transfer points with the appropriate equipment, the sweeping of streets, public squares and markets, the transport of this waste to the Mile 6 and Mbelewa treatment Centres. It applies to the ton of garbage collected and weighed and dumped at the Mbelewa Dump site. Per ton at _____ CFA francs	tonne	
300	Cleaning of Gutters This will include cleaning of the gutters along the itinerary of the all the streets being cleaned	ML	
400	Cleaning of a further distance of 5m from the edge of the road This will include cleaning of these areas, clearing and sweeping where applicable	M2	
500	Treatment of household waste It comprises of: • Acceptance and weighing of household waste at the Treatment Centre • The layout of lockers to accommodate household waste • Development of access roads and dumping docks • the construction of leachate treatment ponds, • operation of these facilities • controlled landfill It applies to the ton of garbage treated. The ton at _____ CFA francs	tonne	

DOCUMENT N°7
FRAMEWORK OF THE ESTIMATED AND
QUANTITATIVE DETAIL (DEQ)

TITLE V: ESTIMATE AND QUANTITATIVE ESTIMATES

DQE management of urban solid waste in the Bamenda City Council					
price	Name	unity	Quantity	Unit price	Total price
100	Installation of the base of the company, weighing stations at dump sites and miscellaneous	FF			
200	Collection and transport of household waste, sweeping of streets, public squares, bus stations and markets:	Tonne			
300	Treatment of household waste	Tonne			
400	Cleaning of gutters	Ml			
500	Cleaning of distance 5m from edge of road	M2			
TOTAL - EXCLUDING TAXES / FIVE (05) YEARS					
VAT		19.25%			
AIR		2.2%			
tax included					
Net to paid					

DOCUMENT N°08
SUB PRICE DETAILS (SDP)

PART 8
PRICING SUB-DETAIL MODEL

PRICE SUB-DETAIL				
NAME:				
No. PRICE	Daily yield	Total quantity	Unity	Activity duration
Workforce	CATEGORY	daily wage	Days billed	Rising
	TOTAL A			
Material and Gear	TYPE	Daily tax	Days Billed	Rising
	TOTAL B			
Miscellaneous Materials	TYPE	Unit price	Amount	Rising
	TOTAL C			
D	TOTAL DIRECT COSTS A+B+C+D			
E	Construction overheads	%	= D x %	
F	Headquarters overheads	%	= D x %	
G	COST OF COST		= D + E + F	
H	Risks + Benefits	%	= G x %	
P	TOTAL SALE PRICE EXCLUDING TAX		= G + H	
V	UNIT SALE PRICE EXCLUDING TAX		= P/Qty	

DOCUMENT N°9
CONTRACT MODEL (CM)

Client: _____

INCUMBENT: _____

PO: _____, Phone _____ Fax: _____

RC number: _____

Taxpayer number: _____

Bank Account Number: _____

OBJECT : _____ NORTH-WEST Region,

LOCATION: _____

DURATION: 05(five) years (01 January 2022 TO 31 December 2026)

AMOUNT IN FCFA .

	2022	2023	2024	2025	2026
Total HT					
VAT (19.25%)					
Total Price					
AIR (2.2%)					
Net to mandate					

FUNDING: State of Cameroon and Bamenda City Council, Financial Years 2022 - 2026

IMPUTATION:

SUBSCRIBED, ON _____

SIGNED, ON _____

NOTIFIED, ON _____

REGISTERED, ON _____

Between:

the City Mayor of the city, hereinafter referred to as "the Contracting Authority"

Firstly,

And

The Company _____

PO: _____, Phone _____ Fax: _____

RC number: _____

Taxpayer number: _____

Bank Account Number: _____

Represented by its Managing Director, named

hereinafter "the Service Provider"

On the other hand,

It has been agreed and decided as follows:

Summary

- Title I Special Administrative Clauses (SAC)
- Title II : Special Technical Clauses (STC)
- Title III : Unit Price Schedule
- Title IV : Bill of Quantities and Cost Estimate (BOQCE)

CONTRACT N° _____/C/BCC/SG/DUD/SPC/SHS/CIPM/2023

Passed after Open National Invitation to Tender N° __001_/OIIT/BCC/SG/DUD/SPC/SHS/CIPM/2023 of With _____, For the collection, transport of household waste, sweeping and cleaning of streets, cleaning of gutters and further distance of 5m from the edge of the road, public squares, bus stations and markets, development and operation of the waste treatment center of the city of BAMENDA

DURATION: FIVE (05) years

Contract amount in FCFA:

	2022	2023	2024	2025	2026
Total HT					
VAT (19.25%)					
Total Price					
AIR (2.2%)					
Net to mandate					

Visas and signatures

Read and accepted by the Co-contractor BAMENDA, on	Signed by the Mayor of the City of BAMENDA, Contracting Authority. BAMENDA, the.....
REGISTRATION	

DOCUMENT N°10
FORM AND MODELS TO USE

Table of models and tables

Annex n° 1: Declaration of intention to tender

Annex n° 2: Submission model

Annex n° 3: Bid bond model

Annex n° 4: Model of final guarantee

Annex n° 5: Model of start-up advance deposit

Appendix No. 6: Model retention bond

Annex n° 7: Grouping agreement framework

Annex n° 8: Model of Powers (in the event of a Joint Venture)

Appendix No. 9: Model Financial Solvency Certificate

Appendix No. 10: Site Visit Certificate

Annex n° 11: Planning framework

Table 4B: Candidate references

Table 4C: Possible comments or suggestions on the Terms of Reference and the data, services and facilities to be provided by the Client

Table 4E: Composition of the proposed team, by specialty, as well as the tasks assigned to them and their timetable

Table 4F: Curriculum vitae template for key personnel

Table 4G: Specialist staff schedule

Annex No. 1: Declaration of Intent to Tender

OPEN NATIONAL CALL FOR TENDERS

N° __001__ /OIIT/BCC/SG/DUD/SPC/SHS/BCCITB/2023 of __MARCH__, 2023

FOR THE COLLECTION, TRANSPORT OF HOUSEHOLD GARBAGE, SWEEPING AND CLEANING OF STREETS, CLEANING OF GUTTERS AND DISTANCE 5M FROM EDGE OF ROADS, Cleaning of PUBLIC SQUARES, BUS STATIONS AND MARKETS, DEVELOPMENT AND OPERATION OF THE WASTE TREATMENT CENTER OF THE CITY OF BAMENDA

I, the undersigned _____,

Acting in the name and on behalf of the Company _____

- whose registered office is at _____
- registered in the Commercial Register No. _____
- Taxpayer number _____
- BP: _____ City: _____ Tel: _____ Fax/

Hereby declares the intention to tender for the services relating to this Call for Tenders.

In addition, I promise to comply with the various administrative and technical clauses provided for in the contract and to perform the services according to the rules of the trade in the event that my bid is accepted.

Done at _____, on _____

THE BIDDER

Annex No. 2: Submission template

I, the undersigned, [indicate the name and capacity of the signatory] representing the company, enterprise or group whose registered office is at registered in the commercial register of under the number

After having read all the documents appearing or mentioned in the Tenders file, including the addendum(s), of the tenders [recall the number and subject of the call of Offers]:

- After having personally visited the work site and having thoroughly assessed the situation and noted the nature and constraints of the work to be carried out

Submit, with my signature, the unit price schedule as well as the estimated estimate drawn up in accordance with the frameworks appearing in the invitation to tender file.

- Submit and undertake to carry out the work in accordance with the Call for Tenders file, for the prices that I have established myself for each type of work, the prices of which show the amount of the offer for lot no. to

- [In figures and in words] CFA francs excluding VAT, and at

..... CFA francs All taxes included. [In numbers and in words]

- Undertake to carry out the work within a period of months

- I also undertake to maintain my offer within days [indicate the period of validity, in principle 90 days for AONs and 120 days for ICBs] from the deadline for submission of tenders.

- The discounts and the terms of application of the said discounts are as follows (in the event of the possibility of attribution)

The Contracting Authority will release itself from the sums owed by it under this contract by giving credit to account n° Opened at name of with bank..... Agency of

Before signing the contract, this submission accepted by you will be worth a commitment between us.

Made in the.....

Signature of.....

In quality of.....

Duly authorized to sign tenders for and on behalf of.....

Annex n° 3: Bid bond model

To the Mayor of the City of BAMENDA, "the Contracting Authority"

Whereas the company....., hereinafter referred to as "the bidder", submitted its offer dated To [recall subject of the Call for Tenders], hereinafter referred to as "the tender", and for which he must attach a provisional guarantee equivalent to [indicate the amount] CFA francs,

We..... [Name and address of bank], represented by..... [Names of signatories], hereinafter referred to as "the bank", declare to guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA Francs, which the bank undertakes to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this obligation are as follows:

If the tenderer withdraws his tender during the period of validity provided for in the Tenders File;

Where

If the tenderer, having been notified of the award of the contract by the Contracting Authority during the period of validity:

- fails to sign or refuses to designate the contract when required to do so;
- fails or refuses to provide the Final Contract Bond (Definitive Bond) as provided therein.

We undertake to pay [Contracting Authority] an amount up to the maximum of the sum stipulated above, upon receipt of its first written request, without the Contracting Authority being required to justify its request, it being understood however that in its request the Contracting Authority will note that the amount it claims is due to it because one or other of the above conditions, or both, are met, and that it will specify which condition(s) played.

This guarantee comes into force as soon as it is signed and as of the deadline set by the Contracting Authority for the submission of tenders. It will remain valid until the thirtieth day inclusive following the end of the period of validity of the offers. Any request from the Contracting Authority for it to be used must reach the bank, by registered letter with acknowledgment of receipt, before the end of this period of validity.

This guarantee is subject for its interpretation and execution to Cameroonian law. The courts of Cameroon will have sole jurisdiction to rule, especially with regard to this commitment and its consequences.

Signed and authenticated by the bank

The.....

[Bank signature]

Annex n° 4: Model of final guarantee

Bank:

Reference of the Guarantee: N°

At [indicate the Contracting Authority and its address] Cameroon, hereinafter referred to as the Contracting Authority"

Whereas; [Name and address of the company], hereinafter referred to as "the Service Provider", has undertaken, in execution of the contract designated "the contract", to carry out [indicate the nature of the work]

Whereas; it is stipulated in the contract that the Service Provider will provide the Project Owner with a final guarantee, in an amount equal to [indicate the percentage between 2 and 5%] of the amount of the corresponding part of the contract, as a guarantee for the performance of its performance obligations in accordance with contract conditions,

Whereas; we have agreed to give the Provider this bond.

We, [Name and address of bank], represented, [names of signatories], hereinafter referred to as "the bank", we undertake to pay the Project Owner, within a maximum period of eight (08) weeks, on simple request written from the latter declaring that the Service Provider has not met its contractual commitments under the contract, without being able to defer payment or raise any dispute for any reason whatsoever, any sum up to [in figures and in letters].

We agree that no change or addendum or any other modification to the contract shall relieve us of any obligation upon us under this final bond and we hereby waive notice of and or such change, or addendum.

This final guarantee takes effect from its signature and from notification of the contract. The deposit is released within a period of [indicate the period] from the date of provisional acceptance of the works.

After the aforementioned period, the deposit becomes irrelevant and must be automatically returned to us without any form of procedure.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received by the bank during the period of validity of this commitment.

This final bond is subject for its interpretation and execution to Cameroonian law. The Cameroonian courts will have sole jurisdiction to rule, especially with regard to this commitment and its consequences.

Signed and authenticated by the bank

At On

Annex n° 5: Model of start-up advance guarantee

Bank: reference, address,

We, the undersigned (bank, address), hereby declare that we guarantee, on behalf of: [the holder], for the benefit of the Project Owner [address of the Project Owner

("The beneficiary")

Payment, without dispute and upon receipt of the beneficiary's first written request, declaring that [The holder] has not fulfilled its obligations relating to the reimbursement of the start-up advance according to contract conditions From relating to the work [indicate the subject of the work, the references of the Call for Offers possibly], of the maximum total sum corresponding to the advance of [twenty (20)%] of the amount, all taxes included, of contract n°, payable upon notification of the corresponding service order, i.e.: CFA francs

This guarantee shall enter into force and take effect upon transfer of the respective shares of this advance to the accounts of [The holder] opened with the bank Under the number

It will remain in force until the reimbursement of the advance in accordance with the procedure set by the SAC. However, the amount of the deposit will be reduced in proportion to the reimbursement of the advance as it is reimbursed.

The law and jurisdiction applicable to the warranty are those of the Republic of Cameroon.

Signed and authenticated by the bank

The

[Bank signature]

Appendix No. 6: Model retention bond

Bank:

Reference of the Guarantee: N°

To [indicate the Client]

[address of Contracting Authority]

Below referred to as "the Client"

whereas;[name and address of the company], hereinafter referred to as " the Service Provider", undertook, the performance of the contract, to carry out the work of [indicate the subject of the work]

Whereas ; it is stipulated in the contract that the retention guarantee fixed at [percentage less than 10% to be specified] of the amount including tax of the contract can be replaced by a joint surety,

Whereas; we have agreed to give the Service Provider this deposit, We, [Name and address of bank], represented by [Names of signatories], and hereinafter referred to as "the bank",

Therefore, we hereby affirm that we are guarantors and liable to the Contracting Authority, on behalf of the Service Provider, for a maximum amount of [In figures and in words], corresponding to [percentage less than 10% to be specified] of the amount of the contract,

And we undertake to pay the Project Owner, within a maximum period of eight (08) weeks, on simple written request from the latter declaring that the Service Provider has not satisfied its contractual commitments or that it finds debtor of the Project Owner under the contract modified if necessary by its endorsements, without being able to defer payment or raise any dispute for any reason whatsoever, any sum (s) within the limits of the amount equal to [percentage less than 10% to be specified] of the cumulative amount of the works appearing in the final statement, without the Client having to prove or give the reasons or the reason for the request for the amount of the sum indicated above .

We agree that no change or addendum or other modifications to the Marketplace shall relieve us of any of our obligations under this warranty and we hereby waive notice of any such change or addendum.

This guarantee comes into force upon signature. It will be released within thirty (30) days from the date of final acceptance of the works, and upon release by the Contracting Authority.

Any request for payment made by the Project Owner under this guarantee must be made by registered letter with acknowledgment of receipt, received by the bank during the period of validity of this commitment.

This guarantee is subject for its interpretation and execution to Cameroonian law. The Cameroonian courts will have sole jurisdiction to rule on all matters relating to this commitment and its consequences.

Signed and authenticated by the bank

At on.....

[Bank signature]

Annex n ° 7 FRAMEWORK AGREEMENT FOR GROUPING

- 1- Names and addresses of the partners of the Grouping:
- 2- Names and addresses of the Group's banking institutions:
- 3- Role of each partner:

SPECIFY THE NATURE OF THE TASKS OF EACH MEMBER OF THE GROUP

- 4- Nature of the Grouping:

Solidarity group for the realization of SPECIFY N° CALL FOR TENDERS, AND NATURE OF THE SERVICES

- 5- Representative :

NAME AND ADDRESS OF PROXY

- 6- Signature

SIGNATURE OF ALL GROUP MEMBERS

Appendix No. 8 Model of Powers (in the event of a Joint Venture)

I, the undersigned Mrs/Mr. _____

Chief Executive Officer of (principal company) _____

Residing at _____ BP _____ tel. _____

Hereby grants power to Mrs./M _____

Managing Director of (Agent company) _____

Residing at _____ BP _____ tel. _____

To be representative of the Consortium formed by the companies (specify the corporate names of the two companies) _____, in the order of the Call for Tenders No. _____, For the execution of the works of _____

Consequently, to attend all meetings, to take part in all deliberations, to proceed to all votes, to sign all minutes, all contracts and all documents, to substitute oneself and generally, to do what is necessary within the framework of this call for tenders and the potential subsequent contract

In witness whereof this act of power is established to serve and assert this right.

Done at _____ on, _____

The principal,

(Last name, first names, signature and stamp preceded by the handwritten mention "Good for powers"

Legalization by the Notary

Annex n° 9 MODEL OF FINANCIAL SOLVENCY CERTIFICATE

(Bank) _____

Certificate (Reference): No. _____

FINANCIAL SOLVENCY CERTIFICATE.

We the undersigned, _____

We certify that _____ is the holder of
account no. _____, opened in our books at the branch of _____.

The functioning of its account allows us to certify that this company can have the necessary
resources to guarantee the pre-financing, up to _____
F CFA, of the services resulting from the Open International Call for Tenders No.
_____ of _____.

In witness whereof, this certificate is issued to serve and assert what right

Done at _____, on _____

Signature(s)

Appendix No. 10 SITE VISIT STATEMENT OF HONOR

I, the undersigned Mrs/Miss/Mr.

Company Representative _____

Declare having visited: _____

Subject of invitation to tender No. _____

At the end of this visit, the following observations were noted:

Place of origin _____

A- GENERAL COMMENTS

- 1- Project status: _____

STATE OF PLAY	COMMENTS (1)

B-SPECIFIC COMMENTS

(Specify any discrepancies observed in relation to the CAD data and propose and quantify, if necessary, the possible improving and economic technical variants)

Dated _____

Signature _____

- (1) Indicate above the quantities of work for each task as well as the specific constraints related to the site and their execution)

NB: This form as well as the offer commits the tenderer. He will not be able to claim after, of the non-knowledge of the site for possible complaints.

Annex n° 11: Planning framework

To be proposed by the tenderer

4B. Candidate's references

Services rendered in the last three years that best illustrate your qualifications

Using the form below, indicate the information requested for each relevant mission that your company/organization has obtained by contract, either as a single company or as one of the main partners of a consortium.

<u>Assignment name:</u>		<u>Country:</u>
<u>Location:</u>		<u>Specialized personnel provided by the Tenderer (profiles):</u>
		Name : Job : Profile:
<u>Client name:</u>		<u>Number of employees who participated in the mission:</u>
<u>Address:</u>		<u>Number of months of work:</u>
<u>Time limit:</u>		<u>Duration of the mission:</u>
<u>Starting date:</u>	<u>Completion date:</u>	<u>Approximate value of services (in CFA francs excluding VAT):</u>
<u>Name of associated service providers / possible partners:</u>		<u>Number of months of work</u> specialists provided by associated service providers:
<u>Name and functions of the persons in charge (Project Director / Coordinator, Team Leader):</u>		
<u>Project description:</u>		
<u>Description of the services actually provided by our staff:</u>		
<u>Candidate Name:</u>		
<u>Vouchers:</u>		

4C. Observations and suggestions of the candidate on the terms of reference and on the data, services and facilities to be provided by the Contracting Authority

On the terms of reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the Contracting Authority:

1.

2.

3.

4.

5.

4D. Description of the methodology and work plan proposed to accomplish the mission

4E. Composition of the proposed team

name	Job	Attributions

4F. Model Curriculum Vitae (CV) of the proposed specialized personnel

Job :

Candidate Name :

Employee name :

Occupation:

Diplomas:

Date of Birth :

Number of years of employment by the Candidate:

Nationality :

Affiliation to professional associations/groups:

Specific powers:

Main qualifications:

[In about half a page, provide an overview of the most helpful aspects of the employee's education and experience

to its attributions within the framework of the mission. Indicate the level of responsibilities exercised by him/her during previous assignments, specifying the date and place.]

Training:

[In about a quarter of a page, summarize the employee's university and other specialized studies, indicating the names and addresses of the schools or universities attended, with the dates of attendance, as well as the diplomas obtained.]

Additional Parts:

- Certified copy of the highest diploma and possibly a certificate from the professional body
- Certificate of availability

Professional experience :

[In about two pages, list the employee's jobs since graduation in reverse chronological order, starting with their current position. For each, indicate the dates, name of employer, job title and place of work. For the last ten years, also specify the type of activity carried out and, if applicable, the names of clients likely to provide references.]

Summarize the professional experience of the last 20 years in reverse chronological order. Indicate technical and managerial experience relevant to the project.

Of	AT	Company / Project / Position / relevant technical and managerial experience
----	----	---

Computer skills :

[Indicate the level of knowledge]

Languages :

[Indicate, for each, the level of knowledge: poor/average/good/excellent, with regard to the language read/written/spoken.]

Certification:

I, the undersigned, certify, in all conscience, that the above information faithfully reflects my situation, my qualifications and my experience.

Date:

[Signature of employee and authorized representative of the consultant]

Day month Year

Employee name :

Name of authorized representative:

4G. Specialist staff calendar

To be proposed by the Bidder

DOCUMENT N°11
PRELIMINARY STUDIES

(The preliminary studies are made up of a file and the
accompanying estimate)

DOCUMENT N°12

**LIST OF BANKING ESTABLISHMENTS AND AUTHORIZED
FINANCIAL ORGANIZATIONS**

**TO ISSUE GUARANTEES IN THE FRAMEWORK
OF
PUBLIC CONTRACTS**

I- BANKS

Yaoundé;

1. Afriland First Bank (FIRST BANK) BP.11 834, Yaoundé;
2. Cameroon Atlantic Bank (BACM) BP.2 933 Douala;
3. Cameroonian Bank for Small and Medium Enterprises (BC-PME), BP.12 962,
4. Gabonese Bank for International Financing (BGFI BANK), BP. 600 Douala;
5. International Bank of Cameroon for Savings and Credit (BICEC), BP.1 925, Douala;
6. Bank of Afrika Cameroon (BOA Cameroon), BP. 4593, Douala;
7. CITI Bank Cameroon (CITIGROUP), BP. 4,571, Douala;
8. Commercial Bank of Cameroon (CBC), BP. 4,004 Douala;
9. Ecobank Cameroon (ECOBANK), BP. 582, Douala;
10. National Financial Credit Bank (NFC-Bank), BP. 6578, Douala;
11. Société Camerounaise de Banques-Cameroon (SCB-Cameroon); BP. 300, Bamenda ;
12. SocieteGenerale Cameroon (SGC), ;
13. Standard Chartered Bank Cameroon (SCBC), ;
14. Union Bank of Cameroon (UBC), ;
15. United Bank for Africa (UBA), .
16. Ecobank Cameroon (ECOBANK)
17. National Financial Credit Bank
18. International Bank of Cameroon for Savings and Credit (BICEC),

II- Insurance companies

19. Activa Assurances, BP.12 970, Douala;
20. Area Assurance SA, BP.1 531, Douala;
21. Atlantic Assurances SA, BP.2 933 Douala;
22. Beneficial General insurances SA, BP.2328 Douala;
23. Chanas assurances SA, BP.109, Douala;
24. CPA SA, BP.54, Douala;
25. Nsia Assurances SA, BP.2 759, Douala;
26. Pro Assur SA, BP.5 963, Douala;
27. SAAR SA, BP.1011, Douala;
28. Saham Assurances SA, BP.11 315, Douala;
29. Zenith Insurance SA, BP. 1540, Douala.

DOCUMENT N°13
EVALUATION GRID

No.	Criteria	Criterion/s ub- criterion validation threshold	Technical Note	
			Yes	no
A. PRESENTATION / 3 POINTS				
1	Colori dividers	1 yes out of 1	1	0
2	CCAP initialled on each page, stamped, dated and signed on the last page	1 yes out of 1	1	0
3	TDR initialled on each page, sealed, dated and signed on the last page	1 yes out of 1	1	0
	Subtotal A		3	
B. REFERENCES OF THE COMPANY IN SIMILAR ACHIEVEMENTS/20 POINTS				
4	Cumulative achievements over the last ten years in cleaning services > 20 billion	1 yes out of 1	8	0
5	Specific experience in garbage collection in cities with more than 600,000 inhabitants	1 yes out of 1	6	0
6	Specific experience in waste treatment in cities with more than 600,000 inhabitants	1 yes out of 1	6	0
	Subtotal B		18	
C. PROPOSED METHODOLOGY AND ITS SUITABILITY WITH THE TOR/ 15 POINTS				
7	Site visit	1 yes out of 1	2	0
8	Understanding of the mission and critical analysis of the ToRs	1 yes out of 1	3	0
9	Detailed methodology of all the activities of the service	1 yes out of 1	5	0
10	Calendar for mobilizing key personnel	1 yes out of 1	2	0
11	Calendar of different activities with deadline	1 yes out of 1	3	0
	Subtotal C		15	
D. QUALIFICATION AND COMPETENCE OF KEY PERSONNEL / 15 POINTS				
12	Technical director	1 yes out of 1	5	0
	minimum training BACC+5 in rural and civil engineering	1 yes out of 1	1	0
	at least 10 years of general experience	1 yes out of 1	1	0
	specific experience of 05 years in the management of household waste	1 yes out of 1	1.5	0
	specific experience of 05 years in a similar position	1 yes out of 1	1.5	0
13	Works Engineer (Responsible for urban Cleaning)	1 yes out of 1	3	0
	minimum training BACC+3, rural/ environmental Engineering	1 yes out of 1	0.5	0
	at least 10 years of general experience	1 yes out of 1	0.5	0
	specific experience of 05 years in urban cleanliness	1 yes out of 1	1	0
	specific experience of 02 years in a similar position	1 yes out of 1	1	0

14	Manager of the waste treatment center	1 yes out of 1	3	0
	<i>minimum training BACC+3 in sanitary engineering/waste</i>	1 yes out of 1	1	0
	<i>at least 10 years of general experience</i>	1 yes out of 1	0.5	0
	<i>specific experience of 05 years in waste treatment</i>	1 yes out of 1	1	0
	<i>specific experience of 02 years in a similar position</i>	1 yes out of 1	0.5	0
15	Environmentalist	1 yes out of 1	2	0
	<i>minimum BACC+3 training in environmental management</i>	1 yes out of 1	1	0
	<i>at least 05 years of general experience</i>	1 yes out of 1	0.5	0
	<i>specific experience of 02 years in waste management</i>	1 yes out of 1	0.5	0
16	Maintenance Manager	1 yes out of 1	2	0
	<i>minimum BACC+2 training in automotive and machinery maintenance</i>	1 yes out of 1	0.5	0
	<i>at least 10 years of general experience</i>	1 yes out of 1	0.5	0
	<i>specific experience of 05 years in a similar position</i>	1 yes out of 1	1	0
	Subtotal D		15	
E. TURNOVER AND SOLVENCY/12 POINTS				
17	Justify a turnover of more than 10 billion CFA francs over the last three years	1 yes out of 1	2	0
18	Justify a financial capacity to cover at least 7,087,823,657 billion CFA francs	1 yes out of 1	5	0
19	Audited balance sheet for the for the past 10 years	1 yes out of 1	5	0
	Subtotal E		12	
F. MATERIALS/35 POINTS				
20	Six (06) 16m3 household waste dump trucks (age: less than 05 years old)	1 yes out of 1	10	0
21	Three (03) AMPLIROLL hooklift trucks, capacity 20 tons (age: less than 05 years)	1 yes out of 1	3	0
22	One (01) crane truck (age: less than 05 years old)	1 yes out of 1	3	0
23	Twelve (12) 06-wheel BTP dump trucks (age: less than 05 years old)	1 yes out of 1	3	0
24	A D7R bulldozer (age: less than 05 years old)	1 yes out of 1	3	0
25	A weighbridge, capacity 60 tons	1 yes out of 1	5	0
26	A base including workshops for the maintenance of the park	1 yes out of 1	4	0
27	Two liaison pick-up vehicles	1 yes out of 1	2	0
28	Ten (10) Tricycles	1 yes out of 1	2	0
	Subtotal F		35	
	Total		100	

