

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTRE DE LA DECENTRALIZATION ET DU
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAMENDA II^{EME}

COMMUNE DE BAMENDA II^{EME}

P. O. BOX 495 MANKON

REF. N° BIIC/VOL.1/SG/2024



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MEZAM DIVISION

BAMENDA II SUB-DIVISION

BAMENDA II COUNCIL

P. O. BOX 495 MANKON

08 FEB 2024

Bamenda, the

BAMENDA II COUNCIL INTERNAL TENDERS' BOARD
OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER

N° 06/ ONIT/BCII/BIICITB/24 OF 08/02/2024
CONSTRUCTION OF BOX CULVERT LINKING NTAMULUNG TO COW
STREET, BAMENDA II SUB DIVISION, MEZAM DIVISION, NORTH
WEST REGION OF CAMEROON

FUNDING: BIP MINH DU - EXERCISE 2024

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Document N°.1

Tender Notice

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BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the **08 FEB 2024**

OPEN NATIONAL INVITATION TO TENDER N° 06/ONIT/BIICITB/2024 of 08/02/2024 For The
Construction Of Box Culverts Linking Ntamulung To Cow Street In Bamenda II Sub Division, Mezam
Division, North West Region Of Cameroon

1. Subject of the tender

Within the framework of the execution of the 2024 budget, The Mayor of Bamenda II Council hereby launches an open national invitation to tender for the above-mentioned project.

2. Scope of work

The works shall include:

- Site installation;
- Site preparation;
- Earth works;
- Stone masonry works;
- Concrete works;
- All other subject necessary for good execution of the work.

3. Execution timeframe

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this invitation to tender is three (03) months.

4. Lot(s)

The work is in one(01) lot as follows: Lot 1: construction of a box culvert linking Ntamulung to cow street in Bamenda II Sub Division, Mezam Division, North West Region.

5. Estimated cost

The estimated cost after preliminary studies for the contract is **32,000,000 FCFA** all taxes inclusive

6. Participation and origin

Participation in this invitation to tender is opened to all national companies specialized in building construction and public works.

7. Funding

Works referred to in this invitation to tender shall be funded by the 2024 Public Investment Budget of the MINDHU, budget head No....

8. Bid bond

Each bidder must include in his administrative documents, a bid bond that respects the model indicated in this tender documents, issued by a banking institution approved by the Ministry in charge of Finance or an approved Insurance Company (see list in document n° 12). The amount of the bid bond shall be as follow: Six Hundred and forty thousand (640.000) Francs CFA.

9. Consultation of the tender documents

The tender documents may be consulted during working hours at the Bamenda II Council, **OFFICE OF SIGAMP Tel: 676244462**, upon publication of the invitation to tender.

10. Acquisition of the tender documents

The file may be obtained from the **OFFICE OF SIGAMP Tel: 676244462** Bamenda II Council, as soon as this notice is published against payment of the **forty thousand five hundred (40,000) Francs CFA** payable into the Bamenda II Council Treasury under the budgetary head

11. Submission of tenders

Each bid drafted in English or French shall be signed by the bidder or by a duly authorized representative and presented in **seven (07)** copies including the **one (1) original** and **six (06)** copies marked as such. These shall be submitted in one sealed pack containing three (3) envelopes; (A: Administrative file, B: Technical file, C: Financial file). The sealed pack shall bear no information on the enterprise, and should reach the **OFFICE OF SIGAMP Bamenda II Council** not later than **09/03/2024** at 10 a.m. precisely. They shall bear the following:

**«OPEN NATIONAL INVITATION TO TENDER N°06/ONIT/BIICITB/2024 of 08/02/2024 for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon
TO BE OPENED ONLY DURING THE TENDER OPENING SESSION»**

12. Admissibility of offers

For fear of being rejected, only originals or true copies certified by the issuing services or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the Tender Notice.

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible.

13. Opening of tenders

The Administrative, Technical and Financial proposals shall be opened in a single phase on the **09/03/2024** from 11 am, local time, by the Bamenda II Council Tenders Board, at the Bamenda II conference room.

Bidders may attend or be represented by a duly mandated person.

14. Evaluation of bids

The evaluation of bids shall be carried out in three stages:

- 1st Stage: verification of the conformity of each administrative document;
- 2nd Stage: Evaluation technical bids;
- 3rd Stage: Analyses of Financial bids.

The criteria of evaluation shall be as follows:

14.1 Eliminary criteria

- **Absence of bid bond and insufficient bid bond amount;**

Other Criteria

- Absence of a documents in the administrative file;
- False declaration or falsified documents
- Non-compliance with model bid
- A bid with the envelope carrying a sign or mark leading to the identification of the bidder
- Incomplete financial file
- Absence of a quantified unit price
- Non respect of 75% of essential criteria
- Name of Company suspended from MINMAP
- Financial situation below a third of the estimated cost

A. EB. Essential criteria

- General presentation of the Tender Files;
- References of the company in building construction;

- Quality of the personnel;
- Technical organization of the works;
- Safety measures on the site;
- Logistics;
- Attestation and report of site visit signed by the Contractor;
- Special Technical Clauses initialed in all the pages and signed at the last page;
- Special Administrative Clauses completed and initialed in all the pages and signed at the last page
- Categorized Companies Exempted

14.215. Award

This evaluation will be done in a purely binary way (yes) or (no) with an acceptable minimum of 75% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

16. Validity of bids

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

17. Complementary information

Complementary technical information may be obtained during working hours from Bamenda II Council, OFFICE OF SIGAMP

Telephone N° 676244462

Done at Bamenda II on 08 FEB 2024

The Mayor of Bamenda II Council

Copies:

- ARMP
- Project Owner
- Chairpersons of TCITB
- Notice Boards
- File



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BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the **08 FEB 2024**

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

**N°04/AONO/CT/CIPMT/2024 DU 08/02/2024 POUR LES TRAVAUX DE CONSTRUCTION D'UN
BUSE SUR LE TRONCON NTAMULUNG ET COW STREET DANS L'ARRONDISSEMENT DE
BAMENDA II, DEPARTEMENT DE LA MEZAM, REGION DU NORD-OUEST ;**

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2024, le Maire de la Commune de Bamenda II, Autorité Contractante lance, un Appel d'Offres National Ouvert **POUR LES TRAVAUX DE CONSTRUCTION D'UN BUSE SUR LE TRONCON NTAMULUNG ET COW STREET DANS L'ARRONDISSEMENT DE BAMENDA II, DEPARTEMENT DE LA MEZAM, REGION DU NORD-OUEST**

2. Les travaux comprennent notamment :

- Installation
- Préparation du site
- Travaux préliminaires
- Fondations-élévation-
- Équipement

3. Délai d'exécution

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de 120 jours

4. Allotissement

Le travail est ci-après défini :

Construction D'un Pont Sur Le Tronçon Ntamulunget Cow Street,

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de 32,000,000 FCFA

6. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du Cameroun de l'exercice 2024 sur les lignes d'imputation budgétaires nos

8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des Finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de **640,000 FCFA** et valable pendant trente (30) jours au-

de la date originale de validité des offres.

9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Commune de Bamenda II, **bureau du SIGAM** Tél. : 676244462, dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la Commune de Bamenda II, **bureau du SIGAM** Tél. : 676244462, dès publication du présent avis, contre présentation d'une quittance de versement à la recette municipale de Bamenda II de la somme non remboursable de **F CFA 40,000 CFA**.

11. 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 à la Commune de Bamenda II, Service de Passation des Marchés Public Tél. : 676244462 au plus tard le **09/03/2024 à 10h00**, heure locale et devra porter la mention suivante :

**« AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N°06/AONO/CT/CIPMT/2024 DU 08/02/2024 POUR LES TRAVAUX DE CONSTRUCTION D'UN
BUSE SUR LE TRONCON NTAMULUNG ET COW STREET DANS L'ARRONDISSEMENT DE BAMENDA
II, DEPARTEMENT DE LA MEZAM, REGION DU NORD-OUEST
«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»**

12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être reproduites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet), 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. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **09/03/2024 à 11h00**, heure locale, dans la salle de conférence de la Commune de Bamenda II, par la Commission Interne de la Commune de Bamenda II siégeant en présence des soumissionnaires et de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

- 1- Absence d'une pièce administrative ;
- 2- Fausses déclarations ou pièces falsifiées ;
- 3- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 4- Non-conformité du model de soumission
- 5- Offres financières incomplètes,
- 6- Absence d'un prix unitaire quantifié ;
- 7- Le non-respect de **75%** des critères essentiels ;
- 8- Entreprises suspendues par le MINMAP

9- Situation financière inférieure au tiers du coût prévisionnel.

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Références de l'entreprise dans les domaines de construction des ouvrages de génie civil ;
- 3- Qualité du personnel ;
- 4- Organisation technique des travaux ;
- 5- Sécurité au chantier ;
- 6- Moyens logistiques ;
- 7- Attestation et rapport de visite du site signé par l'entrepreneur ;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

15. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 75% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Bamenda II – BUREAU DU SIGAMP, Tél. : 676244462

Fait à Bamenda II, le

08 FFR 2024

Le Maire de la Commune Bamenda II,

Copies :

- MINMAP
- ARMP;
- Maître d'Ouvrage concerné ;
- Présidents CIPMT;
- Affichage.



JOKO FREDA NUHE
2ND DEPUTY MAYOR

«

DOCUMENT N° 2: GENERAL REGULATIONS OF THE INVITATION TO TENDER

Note on the General Regulations of the Invitation to Tender

The aim of document No. 3 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 Mayor of Bamenda II Council hereinafter referred to as the Contracting Authority, hereby launches an Open National 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: Building materials, materials, supplies equipment and authorized services

5.1: Building 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 Regulationsof the Invitation to
Tender

ARTICLE 1: Definition of Works:

The works consist of the construction of some roads in Bamenda city following the characteristics defined in the technical specification and the quantities given in the estimate. The culverts are as shown in the table below:

SN	ROAD	NATURE OF WORKS
Lot 1	Construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon	Reinforced concrete

This project has as aim the construction of the above mentioned culverts to once more make the roads accessible or linked in cases where the culverts have collapsed. The Contractor shall acquire the materials, mobilize human resources and equipment and all other submissions necessary for the realization of the works. The works shall be carried out within the framework of the development of regional and local authorities and shall be executed on behalf of the Bamenda II Council.

ARTICLE 2: Execution Deadline

The maximum period for completion works ready for provisional reception is three(03) months from the date of notification of the service order to start work.

ARTICLE 3: Source of funding

The works which form the subject of this invitation to tender shall be financed by the Bamenda II Council 2024 Budget, allocated to the Mayor of Bamenda II Council the authorizing officer.

Article 4: Consistency of the bids

The bid shall include the following:

Envelope A: Administrative documents

It shall consist of the following documents, stapled and arranged in the following order.

1. **An undertaking** by the bidder (declaration to tender), stamped, dated and signed by the bidder or group representative in conformity with the model attached.
2. **An attestation of non-bankruptcy** not older than 03 months, issued by the chamber of commerce or court of competent jurisdiction of the place of residence of the bidder.
3. **An attestation of domiciliation:** Bank account in the name of the enterprise issued by a bank or any first-order credit institution approved by the Minister in charge of finance.
- **Bid security (bank guarantee) of:**
 - Lot 1: 640,000 F.CFA from a bank accredited by MINEFI and recognised by COBAC (Bank caution).
4. **Treasury Receipt** showing the payment of the tender fee as stipulated in the tender notice.
5. **An attestation of CNPS:** current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his/her social contributions.
6. **Certificate of non-exclusion** attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts, not older than three (03) months issued by ARMP.
7. **A certificate of tax assessment** certifying that the bidder owes no taxes signed by the director or the head of tax center.
8. **A certified copy of current Business Licence (2024 Patente)** turnover up to the amount of the contract TTC.
9. **A certified copy of Tax payer's card.**

10. A certified copy of certificate of incorporation.
11. Attestation of site visit signed by the project beneficiary/user.
12. Group agreement as the case may be.
13. Power of attorney as the case may be signed by a notary.
14. The Special Administrative Conditions(SAC/CCAP), initialled on each page and signed, dated and stamped on the last page
15. Plan and attestation of localization, signed by the taxation authorities.

N.B:

Absence of the following documents shall result to outright rejection

- ✓ Receipt for the purchase of tender file
- ✓ Bid bond

- All bids not containing all the documents listed above or not in conformity with the models shall be simply rejected.

N.B: All documents shall be originals as requested or certified true copies legalised by competent services or that which issued them and must not be more than three (03) months old.

The documents shall be arranged in the order listed above and separated from each other by colour separators.
Any document with double certification shall not be accepted.

Envelope B: TECHNICAL FILE

It shall contain the documents cited below and placed in the following order:

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (list of equipment and tools)	Attach certified copies of title deeds, receipts, etc. These equipments and tools must be present at the site before and during each phase
B2	Personnel list	<p>It shall contain:</p> <ul style="list-style-type: none"> ☞ Works Supervisor: at least a Civil, Engineer with at least 5 years' experience duly registered with the National Order of Civil Engineering ☞ Foremen for earth works, concrete works: at least a Senior Civil Engineering technician or HND with at least 5 years' experience in the domain of Construction and public works. ☞ Chief mason ☞ Chief Surveyor ☞ Chief carpenter <p>each being a holder of at least CAP/PROBATOIRE/BAC</p>	Attach for each person a CV signed and dated, as well as a certified copy of certificate. (all key personnel must present a commitment of availability duly signed and must present a certified copy of a valid national identity card bearing 03 signatures of the bearer)
B3	Organisation of works/ methodology	In conformity with article 7 below, it shall show clearly the organisation of the enterprise(<i>methodology of execution, work schedule, site installation, supply of materials, etc</i>)	Date, signature and stamp of bidder at the end of document
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor.(only 30% of the contract may be sub-contracted)
B5	Attestation of site visit	Attestation of visit to the site where the works are to be carried out.	Dated and signed by the Authorising Officer

		A site visit report signed by the Authorising Officer.(see attached format)	
B6	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and or other civil engineering works realised. (see attached format)	Amount of works, copies of (1 st and last pages) and minutes of final reception for all giant works executed before 2023 and minutes of provisional reception for 2023projects.
B7	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.
B8	Technical specifications	Provided in tender file.	Initialled on every page and Signed and stamped on the last page

ENVELOPE C: FINANCIAL OFFER

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
C1	The tender (Application letter)	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. A Fiscal stamp of 1000 FCFA.
C2	Unit Price Elaboration	Format to be completed showing detail breakdown of prices.	Initials on each page, all pages stamped.
C3	Bill of Quantities and Cost Estimates	Format to be completed.	Initials on each page, dated, signature on the last page, all pages stamped.
C4	Price enclosure Slip	Format to be completed showing the unit prices.	Initials on each page and signature on last page, all pages stamped with enterprise function stamp.

All these documents are to be arranged in the above order and separated with colour separators other than white.

Note: Plans supplied with tender file should not be submitted.

Building materials, materials, supplies equipment and authorised services

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

Article 5: Main qualification criteria of bidders

The criteria relating to the qualification of candidates could indicatively be on the following:

- General presentation of the tender files;
- References of the company in similar achievements;
- Quality of the personnel requested;
- Attestation and report of site visit;
- Technical organization of the works,
- Equipment put aside for this project,
- Special Technical Clauses initialled on all the pages and signed, stamped and dated on the last page ;
- Special Administrative Clauses completed and initialled in all the pages and signed, stamped and dated on the last page;
- Safety measures on the site.
- Pre-financial capability

- Any offer that shall not respect (80%) of the above criteria shall simply be eliminated.
- 5.2 Bidders shall remain bound by their bids for a period of ninety (90) days from date of opening of the bids

ARTICLE 6: OBLIGATIONS AND CONDITIONS TO TENDER

- 6.1 Any bid that does not respect any of the conditions for tendering shall not be received.
- 6.2 The bidders shall submit seven (07) copies with one (01) original and six (06) copies (indicated on them as such) of his/her bids drafted in English or French at the Office of SIGAMP in the Bamenda II Council against a receipt on or before **14/03/2024 at 10am prompt**. No bid shall be received after this time and date.
- 6.3 After submission no bids shall be withdrawn, modified or corrected for any reason. This condition shall apply before and after the submission date.

ARTICLE 7: THE BIDDING DOCUMENTS

- 7.1 The documents that make up this tender are as follows:
- Document N°: 1: Invitation to Tender.
 - Document N°: 2: The General Tender Regulations
 - Document N°: 3: The Special Tender Regulations
 - Document N°: 4: The Special Administrative Conditions (SAC/CCAG)
 - Document N°: 5: Specifications Technical Conditions (STC/CCTP)
 - Document N°: 6: Form for Bill of Quantities and Cost Estimates (BQCE)
 - Document N°: 7: Form for Unit Prices (PES)
 - Document N°: 8: Model Forms
 - General information Form
 - Submission Form
 - Bank Guarantee Forms (Bid bond, Guarantee retentions)
 - Form for Price Elaboration (Detail Pricing) (PE)
 - Document N°: 9: Execution plans.

ARTICLE 8: AMENDMENT OF BIDDING DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the Bamenda II Council Internal Tenders Board, may modify the bidding documents for any reasons, whether at its own initiative, at the request of the Contracting Authority or in response to a clarification requested by a prospective bidder.
- 8.2 All prospective bidders that have received the bidding documents will be notified of all amendments in writing or be contacted by telephone to do so and all such modifications will be considered as an integral part of their bidding documents.
- 8.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bamenda II Council Internal Tenders Board at its discretion, may extend the deadline for the submission of bids if there were any such amendments.

ARTICLE 9: CALCULATION OF PRICES

- 9.1 The amount shall be calculated on the bases of variable prices.
The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his/her offer for each item.
- 9.2 The price enclosure slip must be completed. Any price lacking on this form shall be considered as follows:
- The corresponding price on the bill of quantities and costs estimates;
 - The highest corresponding price furnished by the bidder technically qualified, if it exists in the same lot,
 - The average of all the prices of bidders in the same lot if the bidder is the only qualified one.
- 9.3 The bidder shall express the prices in the PES and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.
The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder.

ARTICLE 10: PRESENTATION OF BIDS

a. Signature of bids – Power of Attorney

All the signatures and initials needed for the tender and indicated in this article must be those of the bidder himself or his/her representative duly mandated.

10.1.B If the bidder is a group of enterprises, each group member or representative must sign the bidding documents such that the result shall be a joint offer.

The group shall choose a common representative who shall receive Service Orders and carry out all transactions in the name of the group.

b. Presentation of bids

The bid shall be presented in seven (07) copies (one (01) original and six (06) copies) marked as such and put inside three (03) sealed envelopes comprising the following:

All these documents are to be arranged in the above order and separated with colour separators.

Note: Plans supplied with tender file should not be submitted.

c. Submission of offers and opening of bids

Envelopes A, B, and C are to be sealed and each envelope shall be marked "ADMINISTRATIVE DOCUMENTS, TECHNICAL OFFER or FINANCIAL OFFER" as the case may be. The three envelopes shall be placed in a fourth envelope, sealed and shall carry the following inscriptions:

«OPEN NATIONAL INVITATION TO TENDER N° 06/ONIT/BIICITB/2024 08/02/2024, for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon

TO BE OPENED ONLY DURING THE TENDER OPENING SESSION»

All bids shall be deposited at the Department of Technical services of the Bamenda II Council against a receipt according to the schedule in the tender notice. In the case where the envelope is not be sealed or is without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

ARTICLE 11: TECHNICAL PROPOSALS

Proposals for different variants can be accepted from the bidder but the bidder has the obligation of costing the variant in the tender file.

ARTICLE 12: TENDER

Each bidder shall tender following the conditions laid down in this tender file.

ARTICLE 13: CURRENCY

The unit prices shall be calculated in Francs CFA, and furnish in figures and words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA.

ARTICLE 14: PAYMENT MODALITIES

The contractor shall be paid upon presentation of monthly instalments "Décomptes" established from attachments signed by Project Manager and visa by the Delegated Contracting Authority showing the work progress, presented by the Contract Engineer and countersigned by the Contract Manager (Authorising Officer) and the Contractor.

ARTICLE 15: IMPORTATION OF MATERIALS

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

ARTICLE 16: VERIFICATION OF BIDS

16.1 The administration has a period of one (01) month to examine the bids and make its choice. It shall eventually rectify, as indicated in article 5.3, the bidding amount without any objection from the bidder.

16.2 At the request of the tender board, the bidder shall furnish in writing, within seven (07) calendar days, any information necessary for the examination of his/her bid or concerning errors and omissions noted.

16.3 The tender board reserves the right to convoke the bidder at his/her expenditure for complementary explanations. Any errors discovered by the tender board shall be rectified as follows:

16.4.A Where there exists a difference between the amount in figures and the amount in letters, the amount in letters shall be taken as correct;

16.4.B Where there exists a difference between a unit price and the amount obtained by the product of unit price and the quantity, the unit price shall be taken, except the tender board estimates that it is an error of decimal point, in which case the amount is taken and the unit price corrected.

16.4.C The sub-committee for the evaluation of bids, whose president shall be designated by the Delegated Contracting Authority, shall be constituted during the bid opening session

ARTICLE 17: VALIDITY OF BIDS

The bidder shall be bound by his/her bid for a period of ninety (90) days from the day of submission of bids. If at the end of this period the contract is not notified to the bidder, he can withdraw his/her bid or accept the extension of duration on the written request of the administration.

ARTICLE 18: OPENING/EVALUATION OF BIDS AND CHOICE OF CONTRACTOR:

The opening of bids shall take place on the date and place prescribed in the tender file. Envelopes received from prospective bidders shall be opened at once and evaluated in two stages.

Technical Analysis Sub Commision													
2	President:												
3	Secretary:												
4	Member(s):												
TENDER No:OF													
CONTRACTORS:													
A)													
B)													
C)													
Eliminatory Criteria (See evaluation of administrative files)													
Designation										BIDDERS			
										A	B	C	
										EVALUATION (Yes or No)			
a. General presentation of bids													
a1	Presence of all documents												
a2	Properly bind												
a3	Separators in colour apart from white												
a4	Order prescribed respected												
TOTAL a										/4	/4	/4	
b. The company references													
References of the company in civil engineering construction or similar works for the past Five years													
b1	At least 01 Certified copy of similar contracts above 50 million (1 st and last page) and PV of provisional reception for projects executed within the last five yrs (pluri annual projects accepted)												
b2	At least 01 Certified copy of similar contracts below 50 million and more than 100million (1 st and last page) and PV of provisional reception within the last five yrs (pluri annual contracts accepted)												
b3	At least 01 Certified copy of similar contracts below 100million and more than 90 million (1 st and last page) and PV of provisional reception.												
TOTAL b										/3	/3	/3	
c. Equipment													
										EVALUATION (Yes or No)			
c1	Proof of ownership or hire of a liason vehicle (Pick up 4 x 4 or van) (Hired or owned)												
c2	Proof of ownership or hire of a truck of at least 20 tonnes capacity												
c3	Proof of ownership or hire of a front end loader or similar equipment												
c4	Proof of ownership or hire of a concrete mixer												
c5	Proof of ownership or hire of a concrete vibrator												
c6	Proof of ownership or hire of water tanker												

c7	Proof of ownership or hire of a compactor in good condition			
c8	Prof of ownership or hire of a grader			
c9	Prof of ownership of a survey equipment			
c10	Prof of ownership of a hand compactor			
	TOTA 2	/10	/10	/10
	d. Personnel of the Enterprise	EVALUATION (Yes or No)		
	Works Engineer: Civil Engineer with atleast 5yrs of experience and member of the National order			
d1	Diploma of work Engineer certified			
d2	CV signed and dated by works Engineer			
d3	Member of the order of civil engineers			
d4	Attestation of availability dully signed by bearer and dated			
	Site foreman for earth works: Senior Civil Engineering technician or HND with atleast 5yrs experience			
d5	Certified copy of certificate of Foreman			
d6	CV signed and dated by site foreman			
d7	Attestation of availability dully signed by bearer and dated			
	Site foreman for concrete works: Senior Civil Engineering technician or HND with atleast 5yrs experience			
d8	Certified copy of diploma			
d9	Cv signed and dated			
d10	Attestation of availability dully signed by bearer and dated			
	Chief mason: Atleast BAC in building construction with atleast three years experience			
d11	Certified copy of diploma			
d12	Cv signed and dated			
d13	Attestation of availability dully signed by bearer and dated			
	Chief surveyor: At least Probatoire in surveys with atleast 5years experience			
d14	Certified copy of diploma			
d15	Cv signed and dated			
d16	Attestation of availability dully signed by bearer and dated			
	Chief carpenter; At least CAP in carpentry and joinery works with atleast three years experience			
D17	Certified copy of diploma			
D18	Cv signed and dated			
D19	Attestation of availability dully signed by bearer and dated			
	TOTAL d	/19	/19	/19
	e) Technical Proposals	EVALUATION (Yes or No)		

		No)		
e1	Attestation of site visit			
e2	Site visit report with pictures duly signed by presenter			
e3	Detailed technical note and proposals			
	TOTAL e	/3	/3	/3
	f) The methodology of intervention and execution of work	EVALUATION (Yes or No)		
f1	Site organisation in teams or options			
f2	Description of the socio - environment measures for site protection			
f3	Dispositions previewed for the security of personnel and other users			
f4	Use of local manpower			
f5	STC duly initialled and dated on each page and signed on the last page			
	TOTAL f	/5	/5	/5
	g. Planning of execution of works	EVALUATION (Yes or No)		
g1	Coherent planning with respect to tasks			
g2	Manpower deployment plan			
g3	Material deployment plan			
g4	Organisational chart of the enterprise			
	TOTAL g	/4	/4	/4
	I. Pre-financing	EVALUATION (Yes or No)		
e1	Attestation of credibility shall be at least thirty million (30,000,000) Francs			
	TOTAL	/1	/1	/1
	GRAND TOTAL	/59	/59	/59

NB: The minimal technical acceptable mark is 80% of the technical mark, i.e. All bids having less than 80/100 of the technical marks shall be eliminated.

Resolution:

IV	FINANCIAL ANALYSIS	EVALUATION		
		A	B	C
1	Unit Price Schedule			
2	Bill of Quantities and Cost Estimate			
3	Sub Detail of prices			
4	Bidder's Financial Offer			

NB) The non-existence or Laxity noticed at the study of prices and Arithmetic errors shall be corrected by the Technical Sub Committee with respect to the invitation to Tender

FINAL RESOLUTION OF THE EVALUATION COMMISSION (use the corrected offer)

1) OPENING OF ENVELOPES (A) (B) and (C) (FIRST STAGE)

- **OPENING/EXAMINATION OF ENVELOPE (A):**
(Administrative documents) shall be opened in public and the conformity of the documents shall be verified. The administrative documents must be complete, valid and authentic. The bid bond must conform to the format submitted. Only bids with documents that meet these requirements shall have their other envelopes evaluated.
- **OPENING/EXAMINATION OF ENVELOPE (B)**
(Technical Offer) shall be opened in public to determine whether the file is complete with the authenticity of documents checked and whether the documents are legalised by the competent services concerned and placed in the recommended order.
- **OPENING/EXAMINATION OF ENVELOPE (C)**
(Financial Offer) shall be opened in public but evaluated only for bids that have sailed through the first two steps.

Bid amounts shall be read out in public as inscribed in the financial offer of the bidder.

NB: Copies of the financial offer shall alongside the Administrative and Technical offers, be handed to a Sub-Technical committee for verification and evaluation of the Technical and Financial Offers.

The bidder shall do everything to facilitate the job of the Sub-Technical committee for Analysis by using Coloured separators, Title pages and summaries where necessary and presentation of documents according to the order given in the tender file.

18.1 EVALUATION OF TECHNICAL OFFER (binary method)

18.2: EVALUATION OF FINANCIAL OFFER:

Careful study shall be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder. Any laxity noticed at the study of prices shall lead to the disqualification of the bid.

18.3: CHOICE OF CONTRACTOR (CRITERIA OF AWARDING CONTRACT):

According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder, careful study must be carried out on the details of prices, unit prices, the bill of quantities and cost

estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount.

ARTICLE 19: PROCEDURE OF AWARD OF CONTRACT

The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public Contracts.

19.1 The winner shall be notified through his/her official address or public media. He shall in five (05) days fulfil the formalities related to the awards, especially to submit seven (07) copies of the proposed contract that he/she has completed and signed, to the office of the Delegated Contracting Authority for final signature.

19.2 In the case where the enterprise does not fulfil these conditions, his/her choice shall simply be annulled without further notice and the next contender shall be called in for replacement. Once the Delegated Contracting Authority has signed the contract, the contractor shall be notified with immediate effect. He has three (03) days to contact the Authorising Officer for the beginning of execution of works following notification of the Service Order to start work by the Project Manager. Failure to respect the date line shall call for withdrawal and eventual cancellation of contract.

19.3 The present contract can be cancelled outright in the cases provided for by Decree No.:2004/275 of 24th September 2004 in the Public Contracts Code.

Document n°4: Special Administrative
Conditions (SAC)

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Chapter I: Generalities

Article 1: Subject of the contract The subject of this contract is the realization of the works for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon

Article 2: Procedure of award of the contract

This contract is to be awarded through Open National Invitation to Tender N° 06/ONIT/BIICITB/2024 of 07/02/2024 for the construction of box culvert in Bamenda II Council area.

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

3.1 General definitions

- The **Contracting Authority, Project Owner** and Authorizing Officer is the **Mayor** of Bamenda II Council;

He awards the contract, ensures the preservation of originals of the said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.

- The attributions of the **Contract Manager** are carried out by the Technical Services in the Bamenda II Council hereby denominated «**The Contract Manager**»;
- The **Contract Engineer** is the Divisional Delegate of Housing and Urban Development Mezam hereinafter referred to as «**The Contract Engineer**»;
- The **Contractor** is the holder of the contract for the execution works of the construction of box culverts in Bamenda II Sub Division;
- The competent Tenders Board is the **Bamenda II Council Internal Tenders Board**.
- The Attributions of the **Project Manager** is given to the consultant in charge of control and supervision of the works, who examines, verifies, testifies and approves the quality and quantity of all works executed. In consequence, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done. He works in collaboration with the Contract Manager
- Official in charge of unannounced controls: **Regional Control Brigade MINMAP/NWR**.

3.1 Security

This contract may be used as collateral security subject to any form of transfer of the debt.

In this case:

- Authority in charge of the order to pay: The Mayor of Bamenda II Council;
- Authority in charge of liquidation: The Contract Manager;
- Accountant in charge of payment: The Divisional Controller of Finance;
- Competent Authority for enquiries: The Project Owner (his competent services).

Article 4: Language, applicable law and regulation

1.2 The language to be used shall be English and/or French.

1.3 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

Article 5: Constitutive documents of the contract (Article 4 of GAC)

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

1. The letter of submission or the act of engagement.
2. The offer of the Contractor and its annexes in all dispositions none contrary to the Special Administrative Clauses and the Special Technical Clauses mentioned herein;
3. The Special Administrative Clauses (SAC);
4. The Special Technical Clauses (STC);
5. The elements peculiar to the determination of the amount of the contract, such as, by order of priority: the prices list; the state of standard prices; the detail estimate; the decomposition of standard prices and/or the sub-detail of unit prices;
6. Plans, calculation details, survey and geotechnical documents;
7. The General Administrative Conditions applicable to the public contracts of works and enforced by decree N° 033 du 13 February 2007;
8. The Special Technical Clauses (STC) applicable to works subject of this contract.

Article 6: Applicable general texts

This contract shall be governed by the following general texts:

1. *Law No. 96/12 of 5 August 1996 on the management of the environment;*
2. *The Mining Code;*
3. *Texts governing the various professional bodies;*
4. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
5. *Decree No. 2003/651/PM of 16 April 2003 to lay down the modalities of application of fiscal and custom regulations in Cameroon;*
6. *Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;*
7. *Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;*
8. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
9. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*
10. *Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;*
11. *Circular relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies*
12. *Unified Technical Documents (DTU) for building works;*
13. *Applicable standards;*
14. *Other instruments specific to the domain concerned with the contract.*

Article 7: Communication (Articles 6 and 10 supplemented)

7.1 All communications within the framework of this contract shall be written and notifications sent to the

following address:

- a) In the case where the contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was done;
- b) In the case where the Project Owner is the addressee:
Sir/Madam _____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

7.2 The contractor shall address all written notifications or correspondences to the Delegated Project Manager with a copy to the Contract Manager.

Article 8: Service Orders (Article 8 of GAC)

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

- 8.1 The Service Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with a copy to the Contract Owner, the Contract Engineer and the Organ in charge of payment.
- 8.2 Upon proposal by the Delegated Project Manager, Service Orders with an incidence on the objective, the amount and execution deadline shall be signed by the Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contracting Authority, the Contract Engineer, the Project Manager and the Delegated Project Manager and the Organ in charge of payment.
- 8.3 Service Orders of a technical nature relating to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Delegated Project Manager with a copy to the Contracting Authority, Contract Manager and the Contract Engineer.
- 8.4 Service Orders formal notices shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and the Project Manager.
- 8.5 Service Orders for suspension or resumption of work as a result of the weather or any other case of unforeseen circumstance shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Contract Manager, Contract Engineer, Project Manager and the Delegated Project Manager.
- 8.6 Service Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Service Order received. Having reservations shall not exonerate the enterprise of executing the Service Orders received.
- 8.8 Concerning Service Order signed by the Contracting Authority and notified by the Contract Manager, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Contract Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.**

Article 9: Contracts of conditional phases (Article 9 of GAC)

- 9.1 The present contract is of a single phase.

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

- 10.1 All modifications even partial to the propositions of the technical offer will be done only after certification by the Engineer. In case of modification, the Contractor will have to replace with a personnel of competence (qualification and experience) at least equal or with equipment of similar performance and in a good operating state.
- 10.2 In any case, the lists of supervisory staff and equipment to be used shall be subject to the approval of the Contract Engineer in a time-limit of fifteen (15) days following the notification of the Service Order to start execution. The Contract Engineer has at his disposition seven (7) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the list of supervisory staff and equipment given in the technical bid prior to and during the works shall constitute a motif for termination of the contract as mentioned in article 45 below or the application of penalties up to ten (10) percent.

Chapter II: Financial conditions

Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)

11.1. Final bond

The final bond shall be set at three (3) % of the amount of the contract, inclusive of all taxes.

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

The bond shall be returned or the guarantee released within one month following the date of provisional reception of the works, following a release issued by the Contracting Authority upon request by the contractor.

11.2. Performance bond

The retention fund shall be set at 10% of the amount of the contract, inclusive of all taxes.

The return or release of the retention fund or security (bond) shall be done within one month after the final reception upon a release issued by the Contracting Authority upon request by the contractor.

11.3. Start-up advance bond

This Start-up advance must be guaranteed by a reimbursement guarantee bond or caution at one hundred per cent (100%) by a local Banking Institution certified by the Minister in charge of finance under the conditions of the COBAC.

The refunding of the start-up advance bond or the caution will be done when this advance must have been totally reimbursed on a release order delivered by the Contracting Authority at the request of the Contractor.

Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)

The amount of this contract as indicated in the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of IR _____ (_____) CFA F.
- Amount inclusive of VAT _____ CFA F
- Net to be paid=Amount exclusive of VAT - IR

Article 13: Place and method of payment

The Contracting Authority shall release the sums due in the following manner:

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

Article 14: Variation of Prices

Prices are fixed and not subject to revision.

Article 15: Formula for the revision of Prices

Not applicable.

Article 16: Formula for actualization of Prices

Not applicable.

Article 17: Works pre-financed by the Delegated Contracting Authority "Travaux en régie"

Not applicable.

Article 18: Valorisation of the works

This contract is of unit and all-in prices.

Article 19: Valorisation of supply

Not applicable..

Article 20: Start-up advance (article 28 of the GAC)

- 20.1 The Contracting Authority may grant a start-up advance of twenty percent (20 %) of the amount of the contract.
- 20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the regulations in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
- 20.4 As the reimbursement advances, the Contracting Authority shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 20.5 The possibility of granting start-up advance or advance for supplies must be expressly stipulated in the Tender File.

Article 21: Payment of works (articles 26, 27 and 30 of the GAC supplemented)

21.1 Verification of works executed

Before the 30th of each month, the Contractor and the Engineer of the contract will establish a contradictory attachment which recapitulates and fixes the quantities of works realised for each list of work that gives right to payment.

21.2 Monthly detailed account

No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of the Ministry in charge of Finance

Only the amount exclusive of VAT shall be paid to the contractor as follows:

- [100-2.2 paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

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

Payments shall be done by the Municipal Treasurer within a maximum deadline of 21 calendar days from the date of submission of the approved detailed accounts.

Article 22: Interest on overdue payments (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

Article 23: Penalties (Article 32 of the GAC supplemented)

A. Penalties for delay

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

- a) One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- b) One one thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

23.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

B. Specific penalties [amount to be indicated]

23.3 Independent of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties of one hundred thousand (100 000) Francs CFA for non-observation of the provisions of the contract, especially:

- Late submission of final bond;
- Late submission of insurances;
- Late submission of the draft execution schedule if the lateness is caused by the contractor.

Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

Co-contractors will distribute the funds which are paid by the Contracting Authority in a single account.

Article 25: Final detailed account (article 34 of the GAC)

25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional reception, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

- 25.2 The Contract Manager has at their disposal a deadline of seven (7) days to notify the corrected project and accepted by the Engineer.
- 25.3 The Contractor has at his disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

Article 26: General and final detailed account (article 35 of the GAC)

- 26.1 At the end of the guarantee period which results in the final reception of the works, the Contract Manager draws up the general and final detailed accounts of the contract which will be signed jointly by the contractor and the Contracting Authority. This detailed account includes:
- the final detailed account,
 - the balance
 - the summary of monthly payments on account.

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

- 26.2 The Contractor has at his disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

Article 27: Tax and customs regulations (article 36 of the GAC)

Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to industrial and commercial profits, including the IR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
 - o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
 - o Council dues and taxes;
 - o Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices means VAT included.

Article 28: Stamp duty and registration of contracts (article 37 of GAC)

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

Chapter III: Execution of works

Article 29: Nature of the works (article 46 of GAC)

The works shall include especially:

- Site installation;
- Preparation of the site;
- Earth works;
- Stone masonry works;
- Concrete works;
- All other subjection necessary for good execution of the works.

Article 30: Role and responsibilities of the Contracting Authority (GAC supplemented)

30.1 The Contracting Authority shall be bound to furnish the contractor with information necessary for the execution of his mission and to guarantee, at the cost of the contractor, access to sites of projects.

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

Article 31: Execution time-limit of the contract (article 38 of the GAC)

31.1 The time-limit for the execution of the works forming the subject of this contract shall be: Four (04) calendar months.

31.2 This time-limit shall run from the date of notification of the Service Order to commence execution of the works.

Article 32: Role and responsibilities of the contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Project Manager in five (5) copies at the beginning of the execution of the works.

Article 33: Provision of documents and site (article 42 of the GAC)

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Manager.

The Contracting Authority shall make available the site and access ways to the contractor at the appropriate time as the works progress.

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

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

- *Liability insurance, business manager;*
- *Comprehensive insurance of the site;*
- *Insurance covering its ten-year obligation, where applicable.*

Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)

35.1 Programme of works, Quality Assurance Plan and others (to be specified).

- a. Within a maximum deadline of thirty (30) days, as from the notification of the service order to start work, the Contractor shall submit, in six (06) copies, for the approval of the Contract Manager after the endorsement of the Project Manager or the Contract Engineer, the program of execution of the works, the calendar of supply and his plan of environmental management.

This program shall be presented following the models furnished.

Two (2) copies of the documents shall be returned in a deadline of ten days as from their reception with:

- Either with the approval mention "good for execution";
- Or the mention of their reject accompanied by the motives of the said reject.

The contractor has at his disposal eight (8) days to present a new one. The Contract Manager disposes then a deadline of five (5) days to give his approval or make eventual remarks. In this case, the procedure is restarted without that this modifies the contractual duration.

The approval by the Contract Manager or Project Manager does relieve the Contractor of his responsibility. Meanwhile the works executed prior to the program will not be verified or paid. The actualized approved planning becomes the contractual planning.

The contractor shall constantly update on site, the planning that will take account the real progress of the site. Significant modifications may only be made on the contractual program only after the approval of the Project Manager.

After approval of the execution planning by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without suspense effect of its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution planning accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- a) The Environment Management Plan should bring out notably the technical conditions choice of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- b) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- c) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution plans

- a) The execution plans and documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Delegated Project Manager at most one month (specify the duration which must not exceed one month) prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Delegated Project Manager has a deadline of fifteen (15) days to examine and make known his observations. The contractor then has a deadline of eight (8) days to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Article 36: Organisation and safety of sites (article 50 of the GAC)

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of one month after the notification of the Service Order to commence work.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: The Senior Divisional Officer for Mezam in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project Manager shall notify within seven (7) days following the date of notification of the Service Order to commence work, the basic points and levels of the project.

Article 38: Sub-contracting (article 54 of the GAC)

The part of the works to be sub-contracted shall be 25% of the initial amount of the contract and its additional clause.

Article 39: Site laboratory and tests (article 55 of GAC)

- 39.1 Indicate if necessary the modalities for carrying out the tests and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Manager has a deadline of fourteen (14) days to approve the contractor's personnel and laboratory as soon as the request is made.

Article 40: Site logbook (article 56 of the GAC supplemented)

- 40.1 The Site logbook must be systematically jointly signed by the Delegated Project Manager or Engineer, where need be and the contractor's representative each day.

40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

Article 41: Use of explosives (article 60 of the GAC)

The use of explosives is forbidden.

Chapter IV: Acceptance

Article 42: Provisional reception (article 67 of the GAC)

Before the provisional reception, the contractor shall request in writing to the Contracting Authority with a copy to the Contract Manager, the Engineer and the organ in charge of payment the organisation of a technical visit prior to the provisional reception.

42.1 Tests included in the operations prior to reception (*not applicable*).

42.2 Possible ascertainment of the folding up of the site installations and the restitution of the site as was [*insert and modify if applicable*];

42.3 The Reception Commission shall comprise the following members indicatively:

- i. *The Project Owner or his representative as chairperson;*
- ii. *The Contract Manager as member;*
- iii. *The Contract Engineer as member;;*
- iv. *The project Manager as secretary;*
- v. *The Stores Accountant as member;*
- vi. *The Contractor as observer.*

The contractor shall be invited to the reception by mail at least 10 days prior to the acceptance. He is bound to attend (or be represented).

He takes part in the reception as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Reception Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the reception and shall proceed to provisional reception of the works if that be the case.

The visit for provisional reception shall be the subject of minutes of provisional reception signed on the spot by all the members of the Commission.

The minutes of the provisional reception report shall specify or set the date of completion of the works.

42.4 Partial receptions are not previewed in the framework of this contract.

42.5 The guarantee period begins from the date of provisional reception.

Article 43: Documents to be furnished after execution (article 68 of the GAC)

43.1 Within 30 days after the provisional reception of all the work, the Contractor will submit a dossier of verification with a plan to 1/100e and a report describing the work done.

43.2 The bond of the good execution of work will be released only after the submission of the dossier of verification.

Article 44: Guarantee period (article 70 of the GAC)

The guarantee period shall be *one year* to run from the date of the provisional reception of the works.

Article 45: Final reception (article 72 of the GAC)

- 45.1 Final reception shall take place within a maximum deadline of *twenty one (21) days* from the date of expiry of the guarantee period.
- 45.2 The Project Manager shall [not] be a member of the commission.
- 45.3 The procedure for final acceptance shall be the same as for provisional acceptance.

Chapter V: miscellaneous provisions

Article 46: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

Article 47: Case of unforeseen circumstances (article 75 of the GAC)

If the contractor were to raise the issue of unforeseen circumstances, the thresholds below which claims shall not be admitted are:

- *Rainfall: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: decennial flood frequency.*

Article 48: Disagreements and disputes (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this contract may be settled amicably.

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 49: Formatting and reproduction of this contract

Seven (7) copies of this contract shall be produced at the charges of the contractor and submitted to the Contract Manager.

Article 50 and last: Entry into force of the contract

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

DOCUMENT N° 5:
SPECIAL TECHNICAL CLAUSES (STC)

TECHNICAL SPECIFICATIONS

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CHAPTER I - GENERAL INFORMATION

The technical Specifications here presented are for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon

Article 1 - LOCATION OF WORKS AND VOLUME OF WORK

The works involved and their locations/volumes are as in the bill of quantities and cost estimates.

CHAPTER II - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

Article 2 - ORIGIN OF MATERIALS

The necessary borrow sites shall be indicated by the supervisor after running identification tests on the materials.

If need be, the contractor may choose other borrow sites and submit their identification tests for the approval of the supervisor whose refusal will warrant that the contractor look for new borrow sites without claiming any compensation or using those indicated.

When a borrow site chosen by a contractor has been approved, he should run the necessary identification tests prescribed by the supervisor.

The contractor may start exploiting an identified quarry only if the supervising Engineer has carried out quality control and given his authorization.

In case of contradictory test results, the supervisor may ask the contractor to run further tests at his own cost.

The Supervisor may withdraw the authorization at any time once the quarry no longer provides good quality material. In that case, the contractor cannot claim any compensation.

Bush clearing, top soil removal and tree felling required for the exploitation of borrow sites shall be at the expense of the contractor and shall not be paid for as of right.

Article 3 - QUALITY OF MATERIALS

3.1. Fill

The fill required for the road section generally come from excavations of satisfactory quality. In case of insufficient quantity or poor quality, they will be taken from deposits situated out of the right-of-way.

Fill should be free of organic debris and should be well graded in order to facilitate compaction. Their plasticity index should be less than 40.

3.2 Laterite and Scoria (Pouzzolana)

The laterite or Pouzzolana required to refill the road shall be of selected material. It should be free of organic material and have a modified dry proctor density higher than

180 T/m³, a plasticity index (PI) of between 15 and 25 and particles smaller than 25 mm.

Qualities of the laterite or Pouzzolana shall be specified on the works site by the supervisor who may immediately accept or refuse exploitation of a deposit, a deposit area, or a heap of laterite or Pouzzolana that has bulked. If the contractor objects, the Contracting Authority may conduct control tests and/or ask an approved Laboratory to conduct the density and plasticity index tests mentioned above. And where the material does not conform to specifications, the contractor shall bear the cost. Otherwise, the project will take charge of it.

3.3 Culvert rings

Metallic culvert rings used should meet the LCPC SETRA September 1981 standards.

Sheets will be in Carbon steel, resistant to temperature changes, meet NFA - 35-556 standards on HR bolts intended for the construction of structures.

Galvanization and hot asphaltting will ensure protection against corrosion. The average layer of zinc deposited should be at least 725g/m² on both side and the general mass should be more than 640g/m². The bolts should be protected by a coating of zinc whose characteristics shall be at least equal to those of the 20-20 micron class as defined by NFA 27-016 Standards.

Before it is laid, the culvert ring shall receive a layer of bituminous coating on the 2 (two) sides in case of a deficiency in hot asphaltting.

The contractor should present to the supervisor a guarantee certificate from the factory of origin ascertaining that the culverts meet required standards.

The supervisor, however, reserves the right to request control tests and reject all the materials which do not meet the standards even if they had already been accepted by virtue of the guarantee certificate.

3.4 Fill Adjacent to Structures

Fill adjacent to structures and culverts should meet the following basic specifications:

- No constituents above 50 mm;
- PI below 30.

Moreover, they should be free of organic debris and their grading should be continuous.

3.5 Materials for mortar and concrete

Sand: The nature and origin of sand remains subject to the Supervisor's approval. It shall be obtained from rivers or through crushing. The sand component should be more than 80% and the very fine constituents eliminated by settling should be less than 4%.

Aggregates: They shall be obtained from deposits or quarries chosen by the contractor, and approved by the supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading suited to their use.

Cement: They should be of CPA 325 class and be obtained from an approved factory.

3.6 Gabions

They shall be made up of cages of galvanized wire netting, with hexagonal mesh, filled with hard water - resistant stones of appropriate sizes (the stones in contact with the wire netting should be 1.5 times larger than the links).

3.7 Stones for masonry

They shall be obtained from a quarry or deposit approved by the supervisor and none should be smaller than 20 cm.

3.8 Stone riprap

They shall be composed of hard, non-evolutive, water-resistant material of specific weight of at least 2 to 3 tonnes/m³.

The blocks should be as regular in shape as possible and have a diameter of between 30 and 40 cm.

3.9 Timber work

The wood used should have the following characteristics:

- bulk density at 12% humidity in g/cm³.8
 - hardness³ (N) 6 (Chalais-Mendons to Monnin hardness)
- Some of the Cameroonian wood species with these characteristics are: Doussie, Moabi, Tali, Azobe, Iroko and Bibinga.

CHAPTER III - METHOD OF EXECUTION

Article 4 - GENERAL INFORMATION

4.1 Security

The contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that work is underway and he shall be responsible for any accident that occur on the works site and/or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence on the works site. Organisation of work and security on the works site shall be the responsibility of the contractor.

4.2 Traffic

The contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the Contractor and in case of any breach of contract by the latter, the Supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the Contractor.

Where interference with traffic is inevitable, the opinion of local administrative authorities shall be required for any obstruction for a given period.

4.3 Laboratory

Materials shall be selected and set up according to the prescriptions of these Technical Specifications and price schedule. If the Supervisor feels that the specifications for laying of materials have not been well respected or if he doubts the quality of compaction results, he may carry out the necessary control tests with his own equipment or ask any approved laboratory to carry out tests on a given deposit or stretch. If on this stretch, more than 20% of compaction tests do not meet the standards, the contractor shall make the necessary corrections before further tests are conducted and bear the cost of the laboratory expenses for this work.

4.4 Work schedule – Performance programme

The Contractor should provide a performance programme and a work schedule which should be followed up daily and especially updated after precise definition of works in accordance with Article 6 above and the performance documents defined in Article 7 below.

Article 5 - PRELIMINARY WORKS

Preliminary works shall include:

- reports drawn up by both parties of trees to be felled, houses to be demolished and the width of the area to be cleared and deforestation required, then execution of such tasks.
- positioning of simple numbered markers (wooden pegs) on both sides of the road and beyond the width defined of the earthworks at 50m intervals such as to indicate the centre line of the road and the cross sections.

Article 6 - DEFINITION OF WORKS TO BE PERFORMED

After preliminary works have been performed on a stretch of at least 5 km or on the entire road if shorter, the supervisor will during a detailed visit state to the contractor, the work to be performed: zones for widening the roadbed, areas to fill up excavate, resurface with a 10 cm thick surface layer of laterite, exact location of culverts to be laid, box culverts or structures to be constructed, areas of ditches to be dug or cleansed, bridges to be rehabilitated.

This visit will be the subject of a report to be signed by the Government and the contractor.

Such works shall be defined by sections of 5 km.

Article 7 - FINAL WORKS DOCUMENTS

After definition of the works described in Article 6 by the Supervisor, the contractor shall prepare five copies of the following performance documents, in accordance with the contract documents and submit them to the supervisor within a period of at least 15 days before any start and performance of corresponding works.

- working registers;
- drawings and execution plans for each structure and drainage system to the scale of 1/20 or 1/10 as the case may be;
- quantities corresponding to works.

The register shall show:

- the width from where top soil has been removed as well as the areas and thickness of cuts and fill;
- ditches to be dug or reshaped;
- proposals for discharge ditches;
- proposals for structures and drainage systems;
- location of base layer.

The amount of earthworks to be performed shall be calculated by the Contractor in tender with the Supervisor by taking down the rectangular coordinates, the distances on the centre line x , and height from the natural ground level at the right angles of each horizontal point Y of the characteristic points of the cross-section after bush clearing.

These measurements could be taken with a decametre, a mason's level, a measuring tape, etc with the supervisor's approval.

A copy of the execution documents shall be returned to the Contractor with the supervisor's signature or, where necessary, with his observations within a period of 15 (fifteen) days as from the date of their reception.

This document will be used to determine the quantities to be stated down except there is any on-site modification duly observed and approved by the Supervisor and measured by both parties.

Article 8 - EARTH WORKS

The aim of these works will be to transform the existing roadway into a uniform road section 4 to 6 metres wide, dig triangular ditches 1.5 metres wide and 0.6 metres deep in accordance with the model cross-sections. However, the existing road section shall not be widened if this requires extensive earthworks. Sections with no deformations will not be reshaped.

The earthworks should as much as possible be minimized by fixing the longitudinal profile such as to directly reuse on the road section, all the good materials from the earth works which are accepted by the Supervisor. Materials rejected shall be properly spread out on the right-of-way or taken to spoil as instructed by the Supervisor.

Special attention should be paid to the slope which should not be less than 4% on both sides of the centre line of the cross section and could reach 8% in the curves.

The compaction required for the road section shall be 95% of the dry modified optimum proctor density. To obtain this result, the contractor shall scarify the existing road if necessary before reshaping it. He shall carry out a minimum of two passes with a compaction equipment approved by the Supervisor over the entire surface of the road section and water such surface whenever necessary during compaction.

Provisional acceptance of the road section shall take place before surfacing. Where the Supervisor is not satisfied with the job done or if he doubts the compaction results, he could conduct control tests or request an approved laboratory to do so. If more than 20% of compaction tests are below specification, the Contractor shall repeat the compaction before any further tests are conducted and at his expense. Otherwise,

A trial patch shall be carried out at the beginning of works in order to define the compaction equipment unit and the number of passes necessary to obtain the required compaction.

Earthworks could be manual in accordance with the technical specifications and price schedule after the approval of the Supervisor.

Article 9 - FILL FROM BORROW PITS

If the Supervisor observes a shortage in good quality materials from the excavations, the material required to complete the road section shall be taken from the remains of the laterite quarries or other deposits. They should meet the specifications of Article 3.1 of these technical specifications.

Article 10 - REGRADING OF EXISTING ROAD

Where the existing road is wide enough and requires no further earth works the contractor shall reshape the road using a grader such as to give it a cross section that conforms to the typical drawings. Such reshaping must respect the rules (putting of materials in cordons, watering, levelling off and followed by compaction such as not to lose materials. The minimum degree of compaction required is 95% of the Modified Optimum Proctor Density. Geotechnical test at an interval of every 500m shall be conducted to determine this density with a reference proctor for every 5km stretch for uniform soil texture, otherwise two reference proctors for the two extremes of the soil

Article 11 - REFILLING OF ROAD

Refilling shall be done with laterite or scoria according to the required profile, on a minimum thickness of 10 cm measured after compaction. The cross section should correspond to that specified for the road section.

The required compaction of the surfacing shall be 95% of the dry modified optimum Proctor density. To obtain this result, the Contractor shall use laterite or volcanic scoria bulked, reserved and approved according to the requirements of these technical specifications and at least four passes of compaction equipment previously approved by the Supervisor on the entire surface of the surfacing course and water this surface whenever necessary during compaction. Geotechnical test at an interval of every 200m shall be conducted to determine this density

Where the Supervisor is dissatisfied with the job done or doubts the compaction results, he shall at his own expense conduct control tests and where necessary ask an approved laboratory to do so. If on a section, more than 20% of compactness tests are below standards, the contractor will repeat compaction and new tests will be conducted before acceptance of the section. Expenses for such laboratory tests shall be borne by the contractor. The Supervisor shall check the thickness of the layer.

No thickness below 10cm shall be tolerated. If measuring reveals less than 10cm, the corresponding section shall be further scarified, refilled and compacted until the required thickness and degree of compaction is obtained.

In such a case, laboratory expenses shall be borne by the contractor. Just as defined in Article 8 above, a patch shall be carried out before the works.

Article 12 - METALLIC CULVERTS

12.1 Base and mounting

In sites with low bearing capacity soil and to prevent subsequent settlement of the structure, culverts shall be placed after the removal of this soil if any from the base as instructed by the Supervisor.

Notwithstanding this provision, the contractor shall take responsibility for any damage which may result from deformations of the culverts due to settlement or other causes.

The contractor shall choose the periods of zero discharge or of minimum flow to carry out, at his expense any useful improvements on the site (changing of water courses temporary structures, etc...) to ensure water discharge during the mounting of the culvert.

In sites with good bearing capacity soil, the contractor shall choose between mounting before or after earth works.

The placing of culverts shall be preceded by foundation works for the structure to have a solid base for rocky beds. In particular, the contractor must place between the pipe and the rock, a capping layer – generally of loose rocks used for sub-base at least 20 (twenty) cm thick on the whole, well protected against any risk of scouring.

Culverts shall be mounted according to the manufacturer's specifications, notably as concerns the quality of fill in contact with the culvert, longitudinal counter poles, diametrical poles and counter poles.

However, the Supervisor should prescribe elementary rules for the placing of culverts.

12.2 Filling operation

Backfilling shall be done with the materials defined in Art. 3.4, by compacted layers at most 20 cm (twenty centimetres) thick placed continuously over the entire section of the road profile and compacted at 90% modified optimum dry density same as indicated here above

In the case of double pipes, backfilling shall only be done after the two elements have been mounted and in such a way as to join at the same time the entire structure.

Compaction must be performed with machines approved by the Supervisor. Manual compaction shall be prohibited except where previously approved by the supervisor within the framework of the manual execution of works.

12.3 Upstream and downstream improvements

The laying of culverts shall be completed by carrying out improvement works upstream and downstream, clearly defined in the execution drawings and adapted to the landscape and different local conditions specific to each structure.

Article 13 - REHABILITATION OF EXISTING STRUCTURES

Site improvements or extension of existing structures are provided for under this contract. They concern box culverts, masonry works, temporary bridges etc.

The method of rehabilitation for each structure shall be the subject of a detailed proposal to be submitted by the contractor for the approval of the Supervisor. This should include all execution drawings, measurements and calculations where applicable.

Article 14 - GABIONS

Gabions may only be fitted after the contractor is notified that the quality of wire netting has been approved.

Any gabion received on site shall during use, be laid out such that all its faces lie flat on the ground. The four lateral faces will be lifted to form a box with an open lid, then the gabion will be thus placed on its appropriate position.

Where the gabion is being placed next to others already in place, the faces in contact should be firmly placed against adjoining gabions

The four vertical edges shall be tied with an approved wire; for gabions which are in contact, the edges of gabion being assembled shall be tied together with the edges of gabion already in place. Horizontal edges for gabions in contact, including the joint line of the lid of the gabion being placed shall be tied together before the gabion starts to be filled.

All tying shall be done with well stretched out wire, with at least a complete round of tying on each length of the gabion mesh.

Article 15 - STONE MASONRY

The stone masonry required for the construction of structures should be aesthetical and according to structure type (shape, size of stones, joints etc...) in accordance with Engineering rules.

Binding mortar shall contain 300 (three hundred) kg of cement per m³ of sand.

The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm.

M450 mortar shall be used for the finishing of the external joints.

Article 16 - MORTAR AND CONCRETE

16.1 Mortar

M450 mortar shall be mixed with 450 (four hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M450 mortar is more than 20 (twenty) millimetres thick, micro-concrete mixed with 400 (four hundred) kilogrammes of cement whose composition shall first of all be submitted for the supervisor's approval shall be used.

16.2 Concrete

Reinforced concrete in elevation shall contain 350 kilograms of cement per cubic metre or as required by design calculations and shall be vibrated during laying.

A.350 concrete for reinforced concrete structures should have a minimal compressive strength of 270 bars in 28 days.

Depending on the volume of concrete to be made, the supervisor may request the contractor to carry out quality control tests such as for the compressive strength compression etc. While concrete for bridge structures shall have to undergo the required test before interim payments are made to the contractor.

If the required minimum strength is not attained, the Supervisor shall decide on the measure to take in respect of the structure concerned.

The volume of average and big size aggregates in the C150 concrete should double that of the volume of sand. The test on grading of the aggregate must be performed for the concrete structures. Also sand equivalence test as well as any other test deemed necessary to be required by the supervisor.

Article 17 - STONE RIPRAP

Rocks to be used for the protection of banks or inlets and outlets of the structures shall be supplied by the contractor and obtained from quarries approved by the Supervisor.

The rock facing should be at least 1.5 times the average diameter of rocks used and at least 60 cm thick under the structure and in the bank protection.

Where the embankment slope is unstable, a 20 cm thick sand or gravel filter layer shall be placed between the slope and the rocks. If the base of the slope is accessible in low water, an anchorage pillar shall be placed at the base of the rock, in a trapezoid shaped trench 1 to 15cm deep and 1 to 2m wide at the bottom.

Article 18 - TIMBER WORK

Before they are used on the works site, wood must be treated against parasites (insects, larvae, fungi) by dipping it in an aqueous solution. "Long scatter" treatment for 15 days or "rapid scatter" for 24 hours should correspond to the products used and shall be proposed to the supervisor for approval.

Article 19 - PRICES

The unit prices quoted by the Contractor are defined in the Special Conditions - Administrative clauses

Article 20 - PRICE DETERMINATION AND WORKS EVALUATION

The unit price shall be determined in the price schedule.

The Contractor shall be paid for work done on the basis of the price schedule corresponding to the quantity of work evaluated as provided for by Article 7 of these technical conditions.

Where it is observed that there are additional works whose unit prices are not determined in the price schedule, the supervisor shall reserve the right to apply his reference unit prices.

The contractor shall be bound to ensure a continuous flow of traffic on his works site and especially during the rainy season without claiming any specific remuneration until provisional acceptance of the roads has been given.

CHAPTER IV - WORKS EVALUATION METHOD

A - ROADWAY

- 1 - CLEARING
- 2 - BULLDOZING OF NEW ROAD SECTION
- 3 - DEFORESTATION

B - ROAD GRADING

- 4 - EXCAVATION AND FILL IN SITU
- 5 - FILL FROM BORROW PITS
- 6 - ADDITIONAL CHARGE FOR TRANSPORTATION OF MATERIALS AT PRICE NO. 5
- 7 - PROFILING OF ROAD SECTION AND SHAPE SIDE DRAIN
- 8 - PLACING OF SURFACE COURSE
- 9 - EXTRA CHARGE TO PRICE NO.8 FOR TRANSPORTATION BEYOND 5000M
- 10 - REMOVAL OF ROCKS/BOULDERS
- 11 - REMOVAL OF BLACK COTTON SOIL/MUD

C - DRAINAGE WORKS

- 12 - CREATION OF DIVERGENT DRAINS
- 13 - METALLIC CULVERT Ø 800
- 14 - METALLIC CULVERT Ø 1000
- 15 - METALLIC CULVERT Ø 1500
- 16 - CLEANING AND REPAIRS OF STONE MASONRY CULVERT
- 17 - CLEANING AND REPAIRS OF STONE MASONRY BRIDGES
- 18 - ORDINARY STONE MASONRY PIPE CULVERT HEADS
- 19 - ORDINARY STONE MASONRY BOX CULVERT HEADS
- 20 - U-CROSSING
- 21 - 40CM X40CM CONCRETE DITCHES
- 22 - STONE MASONRY SIDE DRAIN
- 22 - MASONRY RUN-OFF
- 23 - CLEANING OF EXISTING STRUCTURES
- 25 - RETAINING WALLS (GABIONS)
- 26 - CONSTRUCTION OF STONE MASONRY WALLS
- 27 - CONSTRUCTION IN STONE MASONRY AND REINFORCED CONCRETE BRIDGES
- 28 - TEMPORAL DEVIATION
- 29 - MANUFACTURE AND INSTALLATION OF RAIN GATES
- 30 - REGENERATION OF VEGETATION

D - INSTALLATIONS AND MANUAL

- 31 - ROAD MAINTENANCE MANUAL
- 32 - INSTALLATION OF WORKS SITE

TASK NO. 1 : CLEARING & GRUBBING

I - DESCRIPTION OF WORKS

The work shall consist in controlling vegetation growing outside the usable road surface and its immediate surroundings.

II - METHOD OF EXECUTION

Clearing consists of cutting without uprooting all vegetation including all woody plant clumps, bushes and, if the need arises, thorny plants which make up undergrowth and grow on uncultivated land, growing in pits and their immediate surroundings. The works will be done manually.

This work will be performed exclusively by hand on a surface area to be indicated by the supervisor and sites will be measured to the satisfaction of both parties before the beginning of any work.

Trees and bushes growing on the usable road surface and ditches shall be uprooted so as to prevent their regrowth.

Cuttings shall be done level to (5 – 10 cm) as on a lawn.

All branches overhanging the roadway shall be cut in a vertical line following the clearing limit. All trees overhanging the surroundings which could fall on the road and block traffic after a storm shall be felled. Trees with a circumference of 100 (one hundred) centimetres and above shall come under task No. 2 - deforestation or task No. 3 - felling of isolated trees.

All vegetation on the way into or out of structures (bridges, box culverts, culverts) shall be cut down, and, except where they serve to stabilize a bank slope and do not endanger the structure's foundation, trees and shrubs shall be uprooted so as to ease water flow and facilitate regular inspections of the structures.

All plant waste shall be carefully removed from road shoulders, ditches or structures and evacuated on the downward slope of the road towards an area where they will not impede water flow or be carried off in a way that will impede such flow. All products of clearing work may be collected by surrounding dwellers, but may on no account be sold by the contractor. It is ill advised to burn this waste, to avoid bush fires.

Any material, stone block of rock etc, that could endanger traffic shall also be removed from the road and its surroundings and deposited away from the roadway.

These works shall be done at the times and places determined by the supervisor in accordance with the standards listed above.

III - PAYMENT FOR WORKS (Price no. 1)

This price shall apply, within the general conditions of the contract, per square metre (m²) of cleared land. It shall pay for all works as described in item II "method of execution" and shall include, in particular:

- manual cutting of all wood plants, shrubs and trees of a circumference of no more than one hundred cubic centimetres (³100cm), as well as any thorny plants,
- all compensation for tree felling and all other tasks,
- removing all debris from the roadway,
- othertasks.

Should clearing be done by mechanized means, a 20% reduction shall be applied against the contractor.

TASK NO. 2: BULDOZING OF NEW ROAD SECTION

I - WORKS DESCRIPTION

This work shall be performed mechanically, depending on the surface area involved and on the supervisor's judgement.

This shall entail removal of top soil as well as vegetation along the road section, cut to fill within the required section, profiling and compaction of the road section before putting laterite.

II - METHOD OF EXECUTION

The road shall be mechanically bulldozed by removal of top soil to a depth of at least 30cm thick, cutting of certain section of the road to fill using a scarifier mounted on a grader or any other gear, for a specified thickness of cm and at least right up to the existing gullies.

Once scarification is completed, the contractor shall blade the roadway, clear away all bulked topsoil from the road reservation, so that after sprinkling and compacting, the roadway profile shall conform to the typical cross section prescribed.

The Contractor shall water and compact the road. The watering process shall be defined by homogenous zone to obtain maximum compactness with a 95% dry density.

Compaction shall depend on the type of equipment used and the type of fills spread. The number of passes shall be determined after test patches. The post-compaction profile shall conform to the typical cross section prescribed in this document.

The equipment used by the Contractor for scarifying, sprinkling, watering and compaction shall be subject to the Supervisor's approval.

The road section's cross fall shall be controlled using a template and a water level. However, for greater precision, adjustable boning rods may also be used from points that are transversally outside the right of way and previously marked using an altimeter.

The road profile after levelling and compaction should not have a difference of above 2cm as against the typical cross section of this contract.

Materials that fell in ditches shall be removed after completion of works beyond the right of way.

III - PAYMENT (Price 2)

In accordance with the general provisions of the contract, payment shall be per square metre (m²) of topsoil removal, cut to fill, profiling and compaction of the roadway. The price shall cover all works as described under item II "method of execution" and shall comprise the following:

- Removal of topsoil from the roadway.
- Clearing of vegetation
- Cut to fill of the road section,
- Profiling of road section
- watering and compaction of the roadway,
- and all other works

TASK NO. 3: DEFORESTATION (nos. of trees)

I - DESCRIPTION OF WORKS

This activity shall consist in felling trees over one hundred centimetres (>100cm) in diameter

II - METHOD OF EXECUTION

Tree felling shall include the cutting, stumping, cutting into logs whose length shall be determined by the supervisor, the removal of branches and stumps from the roadway, in places approved by the Supervisor. It shall also include the transportation and stockpiling of collected wood in logs whose length shall be determined by the Supervisor. Logs of wood obtained through tree felling shall be made available to the supervisor, and may on no account be collected and sold by the Contractor.

Diameter shall be measured one metre plus fifty centimetres (150 cm) above average ground level.

III - PAYMENT (Price No. 3)

This price shall apply within the general conditions of the contract, to a unit (u) of tree felling. It shall pay for all works as they are described in Item No. II. "method of execution" and shall comprise, in particular :

- felling of all trees of a diameter above one hundred (100) cm,
- stumping, log cutting, removal of all products in places approved by the Supervisor,
- any compensation paid to neighbouring dwellers for tree-felling and all other tasks.
- all othertasks.

TASK No. 4 : EXCAVATION AND FILL IN SITU

I - DESCRIPTION OF WORKS

Earthwork cuttings shall apply only to cuttings that can be moved or scarified to extend an existing road section which is too narrow for the passage of a transport vehicle.

II - METHOD OF EXECUTION

Before work begins, the amount of work to be performed by section shall be measured separately by the parties and as accurately as possible, regardless of the agreed method of execution. Cuttings shall be performed in accordance with the indications appearing on the Supervisor's plans and instructions. Materials from cuttings may be used as fill if they possess the characteristics required for task no. 6 (fill from borrow pits). In any case, their reuse shall be subject to the approval of the Supervisor. In case of reuse, the materials shall be used in accordance with the technical specifications for task no. 6. The fill shall be done in successive layers 10 to 20 cm thick depending on the kind of compaction equipment used and the kind of material.

Materials reused as fill shall have an optimum moisture content so as to obtain a 90% MOP compaction for all layers of the fill, except for the last thirty (30) centimeters where the dry density shall be 95% MOP.

The upper thirty (30) centimeters of the cuttings must also be compacted to 95% MOP.

Cutting material not reused as fill shall be removed and taken to spoil away from the roadway in places approved by the Supervisor. The Contractor shall be responsible for finding stockpiling sites.

III - PAYMENT (Price No. 4)

These prices shall apply under the general conditions of the contract, to a cubic metre (m³) of cuttings used as fill or stock-piled. They shall apply to all works as described in point No. II. "method of execution" and shall include, in particular:

- loading, transportation over all distances and the unloading at the stockpiling sites approved by the Supervisor,
- all other tasks.

TASK No. 5: FILL FROM BORROW PITS

I - DESCRIPTION OF WORKS

These works will consist of using materials selected and approved by the Supervisor which will be required for the elimination of difficult obstacles: dips, mires, rocky sills, road section profiling in seriously damaged areas and access fill on new works under the roadway (culverts, box culverts, temporary bridges) as well as the total or partial longitudinal section of a road submerged during the rainy season.

II - METHOD OF EXECUTION

Before the beginning of the works, the amount of work to be done by section shall be measured separately by the parties and as accurately as possible regardless of the method of execution used.

Materials shall be obtained from deposits approved by the Supervisor. They must have the following characteristics:

- < 40 plasticity index.
- ³20 C.B.R for the whole fill except for the last thirty (30) centimetres of fill where the C.B.R must be ³20 and the dry density at 95% MOP.

Before supplying and levelling the materials, the road section shall be graded with a view to flattening out bumps and strengthening the sub-soil.

The contractor shall bear all the costs of exploiting borrow pits and quarries and in particular, compensation for any expropriation, the opening and development of access roads, clearing and tree felling, removal of topsoil or unwanted materials, and their stockpiling away from the site. Drainage of borrow pits or quarries must be done efficiently. All provisions must be made for runoff water to flow normally away from the roadway without damaging roadside property.

No borrow pit or quarry may be created on the downward slope of the road within fifteen metres of the bedding limit. This distance increasing with the depth of the excavation. The borrow surface shall be adjusted so that water does not pond near the road. The contractor must, at his expense, build a water discharge and road protection system (guard pits, sumpholes, roadway supra-structures), in a way that will not produce flow that could be detrimental to subsequent road conservation.

Materials shall be transported to the work site in tippers or farm tractors with trailers. The fill shall be done in successive 10 cm layers for small compactors and 20 cm for big compaction machines. Materials must have an optimum moisture content so as to obtain a 90% MOP compaction for all layers, except for the last thirty (30) centimetres, where dry density shall be 95% MOP.

Upon completion of work, borrow sites must be restored or levelled at the Contractor's expense, and rehabilitated to the Supervisor's satisfaction. The area shall be levelled to avoid ponding. Top-soil and pits, where applicable shall be levelled to avoid erosion.

III - PAYMENT (Price No. 5)

This price shall apply under the general conditions of the contract to a cubic metre (m^3) of compaction placed, the provision and use of fill material. All works be paid for as described in point II "method of execution", and shall include in particular:

- preparing of quarry or borrow sites, opening and maintaining roads and motorways in the area of exploitation.
- expropriation costs, all compensation for destruction of farmland and loss of usufruct, all extraction dues,
- opening borrow pits and quarries, as well clearing, tree -felling removing top soil and discovery.
- extraction and stocking of materials or use of existing stocks,
- providing materials on site including loading, transport within a distance of 5000m, unloading and stocking,
- spreading materials in layers compatible with compaction methods and the nature of the materials, and compaction as defined in the method of execution of works,
- spraying or airing as required for obtaining the best compaction,
- compaction by appropriate methods,
- restoration of the area and all other tasks.
- all other tasks.

TASK No. 6 : ADDITIONAL CHARGES FOR TRANSPORTATION OF MATERIALS BEYOND 5000m AT PRICE NO. 5

Additional charges shall apply per cubic metre of borrow pit material used for filling transported per thousand (1000) metres of transport beyond 5000 metres.

Distance shall be measured between the centres of gravity of the quantities .

Price No. 6. This shall pay for the cubic metre kilometre ($m^3 \times km$) of borrow pit used for filling.

By default, this price shall be fixed at Fcfa. / $m^3 \times km$.

TASK NO. 7: PROFILING OF THE ROAD SECTION AND SHAPE SIDE DRAINS

I - WORKS DESCRIPTION

This work may be performed either manually or mechanically, depending on the surface area involved and on the supervisor's judgement.

Manually

This shall entail repairing the localized deformation of the road section, especially "critical point" sections such as:

- gradients and ramps with longitudinal and cross erosions of less than 200 (two hundred) linear meters in length;
- clayey/sandy positions or those with volcanic scoria subject to deep tracks and potholes that are less than 200 (two hundred) linear metres long .

Mechanically

This shall entail profiling and compaction of the road section before refilling, or reshaping the road section of the existing roadway.

II - METHOD OF EXECUTION

Mechanically

The road shall be mechanically scarified using a scarifier mounted on a grader or any other gear, for a minimum thickness of 10 cm and at least right up to the existing gullies.

Once scarification is completed, the contractor shall blade the roadway, clear away all bulked topsoil from the road reservation, so that after sprinkling and compacting, the roadway profile shall conform to the typical cross section prescribed.

The Contractor shall water and compact the road. The watering process shall be defined by homogenous zone to obtain maximum compactness with a 95% dry density.

Compaction shall depend on the type of equipment used and the type of fills spread. The number of passes shall be determined after test patches. The post-compaction profile shall conform to the typical cross section prescribed in this document.

The equipment used by the Contractor for scarifying, sprinkling, watering and compaction shall be subject to the Supervisor's approval.

The road section's cross fall shall be controlled using a template and a water level. However, for greater precision, adjustable boning rods may also be used from points that are transversally outside the right of way and previously marked using an altimeter.

The road profile after levelling and compaction should not have a difference of above 2cm as against the typical cross section of this contract.

Materials that fell in ditches shall be removed after completion of works beyond the right of way.

III - PAYMENT (Price 7)

In accordance with the general provisions of the contract, payment shall be per square metre (m²) of scarifying, digging, profiling and compaction of the roadway. The price shall cover all works as described under item II "method of execution" and shall comprise the following:

- removal of topsoil from the roadway.
- scarifying and digging of the road way,
- levelling of the materials scarified or dug either manually or using a grader (including areas of volcanic scoria),
- watering and compaction of the roadway,

and all other work

TASK No. 8 : PLACING OF SURFACE COURSE

I - WORKS DESCRIPTION

The construction or refilling of a surfacing course shall entail, after the profiling of the road section, the placing of a layer of selected soil of a minimum thickness of 10cm after compaction or depending on the specifications of the Supervisor, on the width of the road section, respecting the slope of the chosen cross section.

II - METHOD OF EXECUTION

Materials for the surfacing course and refilling shall be laterite or pouzzolana or volcanic scoria chosen from borrow pits by the Contractor and approved by the Supervisor.

The Contractor shall bear all operational expenses incurred at the borrow pits and quarries, especially compensation for expropriations where applicable, the opening and development of access roads, bush clearing and timber felling, the removal of topsoil and waste fills and their disposal away from the site. The draining of borrow areas or quarries must be done efficiently. All steps should be taken to ensure that run-offs drain off normally out of the right of way without damaging private property.

No borrow pit or quarry shall be opened below the road at a distance of less than fifteen meters to the boundary of the road reservations; such distance increasing with the depth of pit. The borrow site shall be such that there is no standing water near the road. The Contractor shall bear the expenses for ensuring that there is an efficient water drainage and road protection system (stand-by ditches, gully pits, underground structures) with a view to preventing run-offs that may be subsequently detrimental to the road.

The surfacing course materials shall be spread out on a minimum thickness of 10cm after compaction, on a width of between 4m and 6m, while respecting the slope of the cross section chosen.

The Gravel spread should have no constituent of a diameter of more than 75 mm. They should have the following characteristics.

- plasticity index: < 30
- CBR index: ³30 and a 95% MOP dry density.

The Contractor shall water and compact the materials. The watering process shall be determined by homogenous zone to obtain maximum compactness with a 95% MOP dry density.

Where a small quality of materials is used measurement shall be done per bulked cubic meter supplied on the site by counting the number of trips made by previously standardized trucks. Otherwise, the quantities considered shall be the result of statements presented by both parties after the thickness has been checked by the Supervisor, by measuring the cubic volume of the compacted materials.

On completion of the works, the borrow pits shall be restored or levelled by the Contractor at this own expense and refurbished to the Supervisor's satisfaction. The grading should be done such as to prevent unwanted ponding in the site. Topsoils and where applicable ditches, shall be properly levelled to prevent erosion.

III - PAYMENT (Price 8)

In accordance with the provisions of the contract, this price shall cover every compacted cubic meter (m^3) of selected materials supplied and laid on surfacing course. The price shall cover all works as described under point II "method of execution" and shall comprise the following:

- preparation of borrow pits and quarries, opening and maintenance of access roads and lanes within the evacuation site;
- compensation for expropriations, if any;
- opening of borrow pits and quarries, including bush clearing, tree felling, removal of organic matter and loose soil;
- extraction of fills, their storage or re-storage, when applicable;
- supply of materials on site, including loading, transportation over a distance of no more than 5000m, off-loading and storage;

- spreading of materials on a single layer at least 5cm to 10cm thick after compaction using adequate means;
- watering or aeration so as to obtain the required moisture content;
- compaction;
- the restoration of sites and others;
- and all other works.

TASK No. 9 : EXTRA CHARGE TO PRICE NO. 8 FOR TRANSPORTATION BEYOND 5000 M.

The extra charge shall apply to the cubic metre of surfacing course transported per 1000 metres beyond 5000 metres.

The distance shall be measured between the centres of gravity of quantities.

PAYMENT (Price 9)

This price shall otherwise stand at: _____ FCFA / m³x km.

TASK No. 10 : ROMOVAL OF ROCKS/BOULDERS

I - WORKS DESCRIPTION

This operation shall entail clearing the road section and drainage network (lateral ditches, inlets and outlets of water structures...) of rock and rock outcroppings of a thickness of up to 0.2m that are likely to damage the road surface and affect its drainage and smoothness.

II - METHOD OF EXECUTION

The specific works shall be performed manually, using crow bars, chisels, sledge-hammers and pick axes.

The demolished material shall be removed from the site and loaded in wheelbarrows, carried away and disposed of away from the works site.

III - PAYMENT (Price 10)

In accordance with the general contract provisions, this price shall cover each cubic meter (m³) of demolished rock. It shall pay for all works as described under item II "method of execution" and shall comprise the following:

- demolition, extraction, loading, transportation of rocks away from the works site;
- and all other works;

TASK No: 11 : REMOVAL OF BLACK COTTON SOILS/MUD

I - WORKS DESCRIPTION

This shall involve removing and disposing of polluted materials from quagmires or the removal of soil with low bearing quality.

II - METHOD OF EXECUTION

Before commencement of work, the quality of materials to remove off per section shall be measured as accurately as possible by both parties notwithstanding the method of execution adopted. The draining shall be undertaken in accordance with the specifications of the development plan and according to the supervisor's instructions.

Materials removed shall be disposed of away from the right of way in areas approved by the Supervisor.

The Contractor shall be responsible for scouting for deposit sites.

III - PAYMENT (Price 11)

In accordance with the general contract provisions, this price shall cover each cubic meter (m³) of blown off material. It shall pay for all works as described under point II "method of execution" and shall comprise the following:

- extraction of materials, and all others,
- loading, transportation over all distances and offloading in deposit sites approved by the

- Supervisor,
- and all other works

TASK No. 12 : CREATION OF DIVERGENT DRAINS

I - WORKS DESCRIPTION

The project shall cover the creation of turnouts after every 100m or 50m in areas with steep gradients (>4%) and sensitive points.

II - METHOD OF EXECUTION

The project shall entail removing all materials impeding or slowing the smooth flow of water: soil deposits, stones, rocks or vegetal debris.

This clearing operation shall be undertaken either mechanically or manually in areas defined during the designing of the Development plan.

Before the commencement of work, the volume of work to be undertaken per section shall be surveyed by both parties and as precisely as possible, notwithstanding the execution method chosen.

All rubbish, polluted or dangerous materials shall be carefully removed from the upper part of the road to an area where they shall not impede free water flow or be carried over to block water flow. This operation shall equally include the complete clearing of the roadway.

III - PAYMENT (Price 12)

Under the general contract provisions, this price shall cover each linear meter (m¹) for the cleansing of ditches and gutters. It pays for the works as described under point II "method of execution" and shall include the following:

- mechanical or manual cleansing of ditches and discharge systems,
- removal of debris from the right-of-way,
- creation of turnouts after every 100m or 50 m in areas with a steep gradient (>40%) and sensitive points,
- and all other works

TASKS 13 -14 AND 15 : SUPPLY AND PLACING OF METALLIC CULVERTS (OR MASONRY EQUIVALENT)

I - WORKS DESCRIPTION

This operation shall aim at restoring the continuous flow of a crossing (stream, spring, discharge system for lateral ditches...) by placing a metallic culvert beneath the road way. This metallic culvert should ensure normal flow with a minimum gradient, eliminating stagnant water. The placement, diameter and length of the culvert shall be clearly laid down during the designing of the Development Plan, The culverts shall be placed in areas indicated by the Supervisor.

However, the firm may propose that the culverts be replaced by stone structures depending on the local techniques used. In such a case, it shall respect the typical drawings appended hereto.

II - METHOD OF EXECUTION

The metallic culverts used should be made of hot bitumen galvanized steel sheets with the following characteristics:

- 2 mm thickness for culverts of Ø 800.
- 2.5 mm for culverts of Ø 1000
- 3.5 mm for culverts of Ø 1500 and above.

Under no circumstances should the sheet be less than 2mm thick. They shall be placed following the manufacturer's instructions. The work shall have a minimum gradient of 1%. It shall lie on a shaped and compacted selected gravel form corresponding to the form of the invert. This form shall have a minimum width (three) times the diameter of the culvert and a minimum thickness of 20cm. It shall have the same gradient as the structure. A brace shall eventually be added to the culvert if there is any risk of settlement.

Before it is placed, and in the absence of hot bitumen, the culvert shall be coated on both sides (inside and outside) with cold bituminous paint.

The trench bottom or earth bed shall be graded, compacted, cleared of all rocks likely to deform the culvert and shall in principle have the same fall as the structure.

Uncemented construction blocks corresponding to those of embankments (task No. 6) should not contain elements exceeding 5cm in their greatest size, nor any element capable of causing corrosion in the entire mass. The materials shall be placed in successive layers of between 10cm and 15cm on the entire width of the work. They shall be alternatively compacted on both parts of the structure using mechanical or manual appliances (earth rammers, vibrating plate compactors, self-propelled rollers). Targeted compactness should be 90% MOP dry density for the embankment body and 95% MOP density for the 40(forty) centimetres above. The height of the embankment above the top level of the culvert shall be at least equal to 50 cm.

The connection of the road shape with the uncemented construction blocks materials should not have any falls of more than 4%.

In swampy terrain, in order to protect the laying bed from contamination, a BIDIM type unwoven geotextile product shall be placed between the trench bottom and laying bed, and shall rise for about one meter under the culvert, both at the inlet and outlet, so as to prevent possible scours.

III - PAYMENT (Price 13, 14 and 15)

In accordance with the general contract provisions, these prices shall cover each linear meter (m¹) used, for the supply, laying and complete realization of metallic culverts compliant with the technical specifications, excluding head works covered elsewhere. They shall pay for all works as defined under item II "method of execution" and shall comprise the following:

- supply of culverts including all the components necessary for their mounting and placing,
- all on site miscellaneous supplies and transportation of all materials necessary for the execution of ashlar stone works replacing culverts,
- removal of worn out culverts,
- setting out and pegging of the structure,
- execution of all types of terrain excavations and the evacuation of earthworks to approved locations,
- realization of the technical block (provision of materials and construction) up to at least 50 cm or above the top level of the culvert,
- all tasks relating to the laying of culverts (drainage, pumping, propping) and the inclusion of the settlement of the foundation of the structure,
- the eventual cleaning of the inlets and outlets of the culverts to ensure unimpeded flow,
- the connection of the humpback caused by the construction block to the existing roadway.

The lengths to take into account shall be measured on the axis of the drainage system between the inside walls of the eventual head works below,

- supply of materials including extraction, manufacture and selection of quarry stones and their on-site transportation,
- execution of excavation works irrespective of the nature of the terrain, the loading and transportation of cuttings notwithstanding the distance, and offloading at the final deposit location approved by the Supervisor,

- manufacture of mortar using the prescribed mixture and the careful execution of the stonework including blading, adjusting, manual compaction of ashlar stones, the profiling of joints by re-jointing,
- and all other works.

These prices shall apply either to the linear meter of culvert laid as per diameter or to the linear meter of ashlar stone work following the diameter of replaced culvert:

- Price 13: metallic culvert of a diameter of 0.8 m. or ashlar stone structure equal and corresponding to Ø 800
- Price 14: metallic culvert of a diameter of 1.0 m. or ashlar stone structure equal and corresponding to Ø 1000
- Price 15: metallic culvert of a diameter of 1.5 m. or ashlar stone structure equal and corresponding to Ø 1500.

TASKS No. 16 :CLEANING AND REPAIRS OF STONE MASONRY CULVERT

I - WORKS DESCRIPTION

The project shall be aimed at repairing structures in stone masonry rough casted with cement mortar using ordinary quarry stones and sand from quarries approved by the Supervisor. It shall also concern the opening of the inside as well as the outlet and the inlets of culverts.

III - METHOD OF EXECUTION

Stone masonry

The shape of the stones, with a maximum dimension of 20 to 40 cm, shall be as regular as possible and flagstones and needles shall be rejected. The blocks shall be clean, without earth or organic matters, and made of hard and compact materials that are crack-free and impervious.

The stones shall be assembled using mortar with a proportion of 300 to 450 kg/m³ of dry sand, with the highest proportions to be used in the event of any exposure to water. These proportions, that shall subsequently be increased by 20 to 25% if the sand used is very fine, shall be defined with the Supervisor's approval

Mixing water should be free of organic matter. The mixture should be firm and plastic. It shall be controlled by manual kneading using a mortar ball which should not stick to the body and should be able to fall from a height of 10 to 20 cm without deforming (very high moisture content) or cracking (lack of water).

The stone masonry shall be placed on a plane, clean and very trim surface. The quarry stones, already watered to ease good binding adhesion shall be placed in a mortar paste and laid on top of each other by hammering in order to enable the mortar to flow back through the joints. The placing of stone chips between the quarry stones should not cause the higher quarry stones to lift up. The link between the wall and the body of the structure shall be maintained by bond stones, with one of these bond stones placed at every square wall meter.

The points shall be cleansed and dug 3 cm deep before the mortar gets set, in order to obtain re-jointing with the use of a mortar slurry of more resistant and more impervious fine sand with a proportion of 400 to 450 kg of cement per cubic meter of sand.

Cleaning

The works involve the removal of vegetable debris and deposits of all types obstructing the following of water, clearing the grass on the bed and banks, for a distance of 15m long from each entrance and exit of the structure, and any other operation that serves to liberate the water course. The contractor should clean entirely the section and the sides of the structure and through away the resulting product following the prescription of the supervisor.

Any structural defects eventually noted during the operation shall be signalled to the supervisor. The supplementary repair works shall be paid separately.

III - PAYMENT

Price 16

Under general contract provisions, the total price per unit shall cover stone masonry roughcasted in cement mortar worked with ordinary quarry stones in accordance with the technical specifications

This price shall apply to repairs of work types such as pipe culvert and box culvert heads, abutments, bridge piers, low walls. It shall pay for all works as described under point II "method of execution" and shall include the following:

- preparation of portions in need of repairs, considering that the subsequent demolition of part or the whole of the existing work shall be covered elsewhere,
- supply of materials, including extraction, trimming and selection of quarry stones, and their onsite transportation,
- subsequent earthworks, including all types of excavation works,
- manufacture of mortar respecting the specified proportioning and the careful placing of stonework including the blading, adjusting, and manual compaction of quarry stones,
- shaping of joints by re-joining,
- filling in, ramming or compacting, reconditioning of the edges, and all other duties,
- cleaning works and all other duties

TASK NO 17: CLEANING AND REPAIRS OF STONE MASONRY BRIDGES

I DESCRIPTION OF WORKS

This operation concerns the cleaning of the internal, the inlets , the outlets of bridges .

II METHOD OF EXECUTION OF WORKS

Stone masonry

The shape of the stones, with a maximum dimension of 20 to 40 cm, shall be as regular as possible and flagstones and needles shall be rejected. The blocks shall be clean, without earth or organic matters, and made of hard and compact materials that are crack-free and impervious.

The stones shall be assembled using mortar with a proportion of 300 to 450 kg/m³ of dry sand, with the highest proportions to be used in the event of any exposure to water. These proportions, that shall subsequently be increased by 20 to 25% if the sand used is very fine, shall be defined with the Supervisor's approval.

Mixing water should be free of organic matter. The mixture should be firm and plastic. It shall be controlled by manual kneading using a mortar ball which should not stick to the body and should be able to fall from a height of 10 to 20 cm without deforming (very high moisture content) or cracking (lack of water).

The stone masonry shall be placed on a plane, clean and very trim surface. The quarry stones, already watered to ease good binding adhesion shall be placed in a mortar paste and laid on top of each other by hammering in order to enable the mortar to flow back through the joints. The placing of stone chips between the quarry stones should not cause the higher quarry stones to lift up. The link between the wall and the body of the structure shall be maintained by bond stones, with one of these bond stones placed at every square wall meter.

The points shall be cleansed and dug 3 cm deep before the mortar gets set, in order to obtain rejoining with the use of a mortar slurry of more resistant and more impervious fine sand with a proportion of 400 to 450 kg of cement per cubic meter of sand.

Cleaning

The works involve the removal of vegetable debris and deposits of all types obstructing the following of water, clearing the grass on the bed and banks, for a distance of 15m long from each entrance and exit of the structure, and 2m wide from each bank of the water course, and any other operation that serves to liberate the water course. The contractor should clean entirely the section and the sides of the structure and through away the resulting product following the prescription of the supervisor.

Any structural defects eventually noted during the operation shall be signaled to the supervisor. The supplementary repair works shall be paid separately.

III - PAYMENT

Price 17

Under general contract provisions, the total price per unit shall cover stone masonry roughcasted in cement mortar worked with ordinary quarry stones in accordance with the technical specifications. This price shall apply to repairs of work types such as pipe culvert and box culvert heads, abutments, bridge piers, low walls. It shall pay for all works as described under point II "method of execution" and shall include the following:

- preparation of portions in need of repairs, considering that the subsequent demolition of part or the whole of the existing work shall be covered elsewhere,
- supply of materials, including extraction, trimming and selection of quarry stones, and their onsite transportation,
- subsequent earthworks, including all types of excavation works,
- manufacture of mortar respecting the specified proportioning and the careful placing of stonework including the blading, adjusting, and manual compaction of quarry stones,
- shaping of joints by rejointing,
- filling in, ramming or compacting, reconditioning of the edges, and all other duties,
- cleaning works and all other duties.

TASKS 18 and 19 : ORDINARY STONE MASONRY OR REINFORCED CONCRETE RING CULVERT HEADS AND BOX CULVERT HEADS

I - WORKS DESCRIPTION

These operations shall entail the manufacture of stone masonry or reinforced concrete culvert inlets and outlets: The heads are aimed at improving the flow of water in the works. The Contractor may, upon approval of the Supervisor construct the pipe culvert heads in mass concrete.

II - METHOD OF EXECUTION

The heads of drainage structures shall be constructed following the technical specifications of Task 27 of this document. The ring culvert heads should comply with the drawings of typical structures. They are straight heads with angles.

III - PAYMENT (Prices 17a - 17b - 17c - 17d - 17e)

In accordance with general contract provisions, these prices shall cover each unit(u), for the design of stone masonry pipe culvert heads of 80 cm, 100 cm and 150 cm diameter, built according to the technical specifications of the typical drawings for this document. They shall pay for all works as described under item II "method of execution" and shall include the following:

- supply of materials including the extraction, manufacture and selection of quarry stones and their onsite transportation,
- execution of excavation works notwithstanding the soil type, the loading, transportation of cuttings notwithstanding the distance, offloading at the final deposit site approved by the Supervisor.,
- manufacture of mortar or gravel following the prescribed rate of spread and the careful laying of stone masonry including blading, adjusting, manual compaction of quarry stones, the profiling of joints by rejointing,
- and all other works.

Price No. 18a: Masonry outlets

Price No. 18b: stone masonry inlet for Metallic pipe culvert Ø 800 mm

Price No. 18c: stone masonry inlet for Metallic pipe culvert Ø 1000mm

Price No. 18d: stone masonry inlet for Metallic pipe culvert Ø 1500mm

Price No. 19a: Stone masonry heads for Box culvert

Price No. 19b: reinforced concrete heads for Box culvert

TASK No. 20 AND 21 : 40 X 40 cm CONCRETE DITCHES

I - WORKS DESCRIPTION

This shall involve the construction of concrete ditches of 40 x 40 cm along the road sides or at junctions.

II - METHOD OF EXECUTION

The Contractor shall be given precise specifications on the setting out and cross section of the concrete ditches during the designing of the Development plan. However, the Supervisor may change these provisions during the execution phase, and the Contractor must secure his agreement before any concreting starts.

The concrete ditches shall be laid on the spot and built using a reinforced concrete proportion of 350 kg/m³. The reinforced concrete shall be realized following the technical specifications. The method of execution must be approved by the Supervisor. The concrete shall be laid using contraction joints after every 6 (six) meters. The following geometrical tolerances should be respected:

- bottom level : $\pm 5\text{cm}$
- top level: $\pm 1\text{cm}$
- thickness: $\pm 2\text{cm}$

III - PAYMENT (Price 20)

In addition to the details under-price 21, the contractor shall provide reinforced concrete cover of 15cm thick over the U-ditch

PAYMENT (Price 21)

In accordance with general contract provisions, the price shall cover each linear meter (m¹) of concrete ditches. It shall pay for all works described under point II "method of execution" and shall include the following:

- supply, on site transportation and laying of all the components needed for the manufacture of concrete ditches.
- manufacture of concrete ditches,
- all operations covering the filling in, compaction, careful adjusting and other works.
- and all other works...

TASK No. 22 : STONE MASONRY SIDE DRAIN

I - WORKS DESCRIPTION

This operation shall involve the construction of 130 cm x 65 cm triangular stone masonry ditches.

II - METHOD OF EXECUTION

The Contractor shall be given precise specifications on the setting out and cross section of the stone masonry ditches during the designing of the Development plan. However, the Supervisor may change these provisions during the execution phase, and the Contractor must secure his agreement before work starts. The ditches shall be worked using ashlar stones roughcasted with cement following the technical specifications for stone masonry. Sliding slabs shall not be accepted. The proportion of mortar shall be 0.45m³ per unit volume of finished work.

III - PAYMENT (Price 22)

In accordance with general contract provisions, this price shall cover each linear meter (m¹) of stone masonry drains. It shall pay for all works described under point II "method of execution" and shall include the following.

- supply, manufacture and selection of quarry stones including extraction, on site transportation and others,
- Supply and on side transportation of all components needed for the manufacture of mortar,
- Manufacture of mortar, the careful laying of the stone masonry including blading

- adjusting and manual compaction of quarry stones,
- Profiling of joints,
- And all other works

TASK No. 23 : MASONRY RUN-OFF

I - WORKS DESCRIPTION

The operation shall consist of the realisation with masonry stone works the outlets of run off on slopes of fills following drawings and specifications

II - METHOD OF EXECUTION

The Contractor shall be given precise specifications on the setting out and cross section of the stone masonry ditches during the designing of the Development plan. However, the Supervisor may change these provisions during the execution phase, and the Contractor must secure his agreement before work starts. The ditches shall be worked using ashlar stones roughcasted with cement following the technical specifications for stone masonry. Sliding slabs shall not be accepted. The proportion of mortar shall be 0.45m³ per unit volume of finished work.

III - PAYMENT (Price 23)

In accordance with general contract provisions, this price shall cover each linear meter (ml) of the construction of masonry canalisation of run-off on the slopes of the fill section of the road in conformity with the description of Part II "Method of execution" and on the instructions of the Supervisor

These include the following:

- site preparation and implantation
- Preparation and leveling of the base of foundation and other works
- The supply, transportation to site and putting in place all the necessary materials to construct masonry run-off.
- Construction of the masonry run-off.
- Construction of the collection head, all dispositions on the upstream of the run-off channel and its anchors.
- All adjustments and verifications.
- All proposals related to environmental exigencies.

TASK No. 24 : CLEANSING EXISTING STRUCTURES

I - WORKS DESCRIPTION

This operation shall entail cleaning structures as well as the inlet and outlets of draining structures: pipes, box culverts, and culverts of not more than 40 linear meters (lm).

II - METHOD OF EXECUTION

This shall involve the removal of all types of vegetal deposits and debris that impede the free flow of water, the clearing of the bed and banks over a distance of about 15 m at the entrance and outlet of the works, as well as any other tasks of unblocking the water flow. The Contractor shall completely clear the area and the corners of the work and conveniently spread fill at the tail of the work or deposit them indicated by the Supervisor.

Any structural defects subsequently observed (foundations, supports, beams...) during the operations shall be made known to the Supervisor. Additional repair works shall be paid separately by appropriate prices in the unit price schedule.

The cleansing operations shall be carried out manually under a gang foreman with a minimum required technical know-how.

III - PAYMENT (Price 24)

In accordance with general contract terms, this price shall cover each linear meter (m¹) for the clearing of drainage works. It shall pay for all works as described under point II "method of execution" and shall include the following,

- cleansing and clearing of the work and others,
- disposal of refuse obtained from the cleaning and clearing,
- and all the duties.

TASK No. 25 : RETAINING WALLS (GABIONS)

I - WORKS DESCRIPTION

The construction of a retaining wall in Gabions shall involve placing and carefully arranged gridded metallic cages of graded stones to protect against erosion or to stabilise embankments and fills, following specifications, plans and the recommendations of the supervisors.

II - METHOD OF EXECUTION

The gabions used, according to typical plans, are Gabion- cages of usual dimension of 2mX1mX1m. The sides shall be in galvanised steel wire, with hexagons netting of 100/120mm double torsion wire of 3mm diameter. The links and the tie are equally 3mm and the edge 4.4mm. The dimension of the smallest filling stones whatever the direction shall be at least 1,5 times the width of the mesh that is 180mm.

The stones shall be hard water resistant stones of appropriate sizes (the stones in contact with the wire netting should be 1.5 times larger than size the links or grills) extracted from an approved quarry.

The Gabion cages constituting the body of the structure shall be filled with big stones arranged carefully from bottom to top. Stones that are flat or of smaller dimension shall be placed away from the sides. The operation shall be as follows:

- Detaching of the Gabions and placing them flat on the soil
- Raising the sides so as to form a box and links
- placing the Gabion at its final position
- links at edges with the surrounding gabions
- binding in the earth of the lower face with iron rods or wooden piles planted into the soil.
- Start filling the gabions with stones
- Placing of the ties
- Continuation of filling with stones while arranging the ties progressively Shutting of the cover and hook links with the surrounding Gabions

All works to be realised must follow approval of the supervisor.

III - PAYMENT (Price 25)

Under general contract terms, this price shall cover each cubic meter (m^3) realised, for the stone gabions in compliance with the technical specifications and the recommendations of the Supervisor. It shall pay for all works as described under point II "method of execution" and shall include the following:

- supply of materials including extraction, selection, on site transportation of quarry stones,
- supply of gabion mesh and cages
- base foundation
- filling and placing of gabion cages with stones
- and all other duties...

TASK 26 : CONSTRUCTION OF STONE MASONRY WALLS

I - WORKS DESCRIPTION

The project shall entail construction of masonry wall for stone culverts, box culvert, etc.

II - METHOD OF EXECUTION

The works involve the construction of small walls using stone masonry, following drawings and specifications. The stones shall have a dimension of 20 to 30cm and a regular form as possible,

while the flat and up long ones shall be rejected. The stone block shall be clean, free from organic matter, of hard material, having no cracks and not sensible to water. The assembling of stones shall be done with mortar dosed at 350kg of cement per m³ of dry sand. This dosage shall be increased by 20-25% if sand used is fine, following the accord of the supervisor.

III - PAYMENT (Price 26)

Under general contract provisions, the price shall cover each cubic meter (m³) laid for the supply and complete laying of concrete, including future reinforcements in accordance with technical specifications. It shall pay for all works as described under point II "method of execution" and shall include the following:

- supply of materials including extraction, selection, on site transportation of quarry stones,
- manufacture of mortar and careful stone laying as laid down in the technical specifications and including blading, adjusting, manual compaction of quarry stones, cleaning and rejoining,
- cleaning the mortar edges and rejoining.
- and all other duties.

TASKS No. 27 : CONSTRUCTION IN STONE MASONRY AND REINFORCED CONCRETE BRIDGES

I - WORKS DESCRIPTION

The project shall be aimed at constructing abutments and pillars in stone masonry roughcasted with cement mortar and a reinforced concrete foundation built using ordinary quarry stones from quarries and reinforced concrete approved by the Supervisor.

II - COMPOSITION AND QUALITY OF MATERIALS FOR REINFORCED CONCRETE

The reinforced concrete shall have a proportion of 400 kg/m³ of CPA 325 cement with a 28 days 325 kg/m² strength. The sand for mortar and concrete shall be hard, clean, carefully sieved and free of all organic or soil refuse. Reinforced concrete aggregates shall be extracted from deposits approved by the Supervisor and shall have a maximum dimension of 20 mm and the quantity of less than 2mm aggregate shall not exceed 2%.

Class 450 or 550 cement shall be kept in a dry, close and sheltered store capable of holding the quantity necessary to continuously satisfy needs.

Round, smooth bars for reinforced concrete may only be used for the fitting reinforcements. All the other reinforcements shall be high adhesion reinforcements.

III - METHOD OF EXECUTION

Stone masonry

The shape of the stones, with a maximum dimension of 20 to 40 cm, shall be as regular as possible and flagstones and needles shall be rejected. The blocks shall be clean, without earth or organic matters, and made of hard and compact materials that are crack-free and impervious.

The stones shall be assembled using mortar with a proportion of 300 to 450 kg/m³ of dry sand, with the highest proportions to be used in the event of any exposure to water. These proportions, that shall subsequently be increased by 20 to 25% if the sand used is very fine, shall be defined with the Supervisor's approval.

Mixing water should be free of organic matter. The mixture should be firm and plastic. It shall be controlled by manual kneading using a mortar ball which should not stick to the body and should be able to fall from a height of 10 to 20 cm without deforming (very high moisture content) or cracking (lack of water).

The stone masonry shall be placed on a plane, clean and very trim surface. The quarry stones, already watered to ease good binding adhesion shall be placed in a mortar paste and laid on top of each other by hammering in order to enable the mortar to flow back through the joints. The placing of stone chips between the quarry stones should not cause the higher quarry stones to lift up. The link between the wall and the body of the structure shall be maintained by bond stones, with one of these bond stones placed at every square wall meter.

The points shall be cleansed and dug 3 cm deep before the mortar gets set, in order to obtain rejoining with the use of a mortar slurry of more resistant and more impervious fine sand with a proportion of 400 to 450 kg of cement per cubic meter of sand.

Reinforced concrete

The portions of the work to be repaired and the method executing the repairs shall be specified by the Supervisor. Before work commences, the quantities shall be jointly surveyed by both parties.

The formwork should be sufficiently impervious to prevent any leakage and must be soaked in order not to absorb water from the concrete.

The reinforcements shall be cold shaped and the Contractor should not weld them. Concrete wedges should separate the reinforcements from the formwork according to standards. There shall be at least one separating wedge per square meter of formwork surface.

Before concreting, the Supervisor must accept all steel reinforcements failing which he may order the demolition of portions in which he did not check the steel reinforcements.

The manufacture and laying of concrete should be done according to the means of the Contractor but must be approved by the Supervisor. Once the concrete starts to get set, it shall be sheltered from the sun. Its cleansing by manual compaction should start once it has completely set and can no longer be altered by run off on its surface. The concrete should be cleaned in such a way as to maintain the walls in a state of permanent humidity.

Except following a derogation by the Supervisor, no element shall be stripped before 48 hours following concreting. As concerns the supporting portions that bear only their own weight, the time limit shall be increased to two weeks. It shall be increased to four weeks if these parts are to immediately bear other weights.

III - PAYMENT (Price 27)

27a concrete, 400kg/m³

Under the general contract terms, this total price shall cover each cubic meter (m³) of the supply and complete laying of concrete, without reinforcement, in compliance with the technical specifications. It shall pay for all works as described under point II "works execution method" and shall include the following:

- supply and on site transportation of all materials needed for manufacturing and laying concrete,
- earthworks, including all type of excavation works,
- subsequent formwork
- manufacture of concrete following technical specifications and all supply tasks,
- laying of concrete, the subsequent treatment and finishing off of surface,
- stripping of forms, filling in, ramming or compaction, the reconditioning of the edges,
- and all other duties.

27 b lean concrete, 150 kg/m³

Under the general contract terms, this total price shall cover each cubic meter (m³) of the supply and complete laying of lean concrete, in compliance with the technical specifications. It shall pay for all works as described under point II "works execution method" and shall include the following:

- supply and on site transportation of all materials needed for manufacturing and laying concrete,
- earthworks, including all type of excavation works,
- subsequent formwork
- manufacture of concrete following technical specifications and all supply tasks,
- laying of concrete, the subsequent treatment and finishing off of surface,
- stripping of forms, filling in, ramming or compaction, the reconditioning of the edges,
- and all other duties.

27c Dry stone

Under the general contract terms, this total price shall cover each m3 of the supply and complete laying of rocks whose facing should be at least 1.5 times the average diameter of rocks used and at least 60 cm thick under the structure, in compliance with the technical specifications. The price shall include the following:

- supply of stones
- laying of the stones following specification
- excavation works
- other works

27 d : Stone masonry

Under general contract provisions, the total price shall cover stone masonry roughcasted in cement mortar worked with ordinary quarry stones in accordance with the technical specifications of typical drawings.

This price shall apply to cubic meter (m3) of work types such as, abutments, bridge pier, and wind walls. It shall pay for all works as described under point II "method of execution" and shall include the following:

- preparation of portions in need of repairs, considering that the subsequent demolition of part or the whole of the existing work shall be covered elsewhere,
- supply of materials, including extraction, trimming and selection of quarry stones, and their onsite transportation,
- subsequent earthworks, including all types of excavation works,
- manufacture of mortar respecting the specified proportioning and the careful placing of stonework including the blading, adjusting, and manual compaction of quarry stones,
- shaping of joints by rejointing,
- filling in, ramming or compacting, reconditioning of the edges, and all other duties,
- and all other duties.

27 e: steel reinforcement

This price shall apply to each kilogram of steel work following specifications and shall include the following:

- the supply of high yield steel
- placing according to drawings and specification the rebar steel
- tests and other works

27f :Fill from borrow pits

- This price shall apply to cubic meter of fill executed following specifications and method of execution for task 5 and shall include the following:
- preparing of quarry or borrow sites, opening and maintaining roads and motorways in the area of exploitation.
- expropriation costs, all compensation for destruction of farmland and loss of usufruct, all extraction dues,
- opening borrow pits and quarries, as well clearing, tree -felling removing top soil and discovery.
- extraction and stocking of materials or use of existing stocks,
- providing materials on site including loading, transport within a distance of 5000m, unloading and stocking,
- spreading materials in layers compatible with compaction methods and the nature of the materials, and compaction as defined in the method of execution of works,
- spraying or airing as required for obtaining the best compaction,
- compaction by appropriate methods,
- restoration of the area and all other tasks.

- Recommendations of technical specification
- Drainage material behind abutments
- all other tasks.

27h: Hand rails .

This price shall apply to each linear meter (ml) of handrails realised in metallic tubes following specifications and drawings and shall include the following:

- supply of and placement of metallic tubes
- supporting pillars in reinforced concrete
- other tasks

TASK No. 28 TEMPORAL DEVIATION

I - WORKS DESCRIPTION

This operation shall entail the construction of temporal access roads and deviation of water courses

II - METHOD OF EXECUTION

The works shall be executed following the technical specifications and the recommendations of the supervisor. All the necessary measures shall be taken to respect the environment clauses.

III - PAYMENT (Price No. 28)

Under general contract provisions, this price shall be lump sum and cover the following :

- provision of access road without destroying the environment
- deviation water courses during construction works,
- rehabilitating of the areas of deviation
- any other works

TASK No. 29 : MANUFACTURE AND INSTALLATION OF RAIN GATES

I - WORKS DESCRIPTION

This activity shall involve manufacturing and setting out steel rain gates along the run falling under the project lot of the Contractor.

II - METHOD OF EXECUTION

This activity shall involve the manufacture of rain gates using steel tubes well treated against poor weather. These gates shall respect the typical drawings and shall have fixed and movable parts for their functioning.

They shall be set out in fixed points indicated by the Supervisor so as to facilitate proper management. During the duration of the rehabilitation works, the Contractor shall be responsible for managing the rain gates. After provisional acceptance of the works, the gates shall become a property of the Government which shall then be responsible for their management.

III - PAYMENT (Price 29)

Under general contract terms, this price shall cover each unit (u) for the manufacture and setting up of steel rain gates in various points to be approved by the Supervisor. It shall pay for all works as described under point II "method of execution", and shall include the following:

- all supplies necessary for the designing or manufacture, as well as for the treatment and anti-corrosion painting of all the metal parts of the work;
- digging operations aimed at placing the vertical stands;
- rain gate operating road signs respecting the form approved by the Contracting Authority's Representative (1 signpost per gate);
- and all other works.

TASK No. 30 : Regeneration of vegetation

I - WORKS DESCRIPTION

This operation shall entail the supply and planting of selected specie of grass such as vetiver, bahama, etc as approved by the supervisor, on slopes of fills and embankment so as to prevent erosions.

METHOD OF EXECUTION

The surface to be protected shall be covered with vegetable soil of 10cm thick after spreading, watering and compacting. then suitable vetiver or other species of grass which grows rapidly, shall be planted 80 stems in every m2 in horizontal projection. The slope to be protected shall be approved by the supervisor.

For fills of height greater than 1.5m, risbermes shall be created or placed every 1.5m vertical height and fascines shall be placed every 50cm on the slope before covering with vegetable soil is done. These fascines shall be made up of pegs of length 1.2m with 80 cm pushed into the ground vertically and the rest 40 cm to support branches placed horizontally. Then the surface is then covered with vegetable soil and then planting of grass.

All necessary measures shall be taken to ensure the success of the plants be it by watering during the dry season or by protecting them during heavy rains.

III - PAYMENT (Price 30)

Under general contract provisions, the price shall cover each square meter (m2) of surface planted. It shall pay for allworks as described under point II "method of execution" and shall include the following:

- supply of plants,
- supply and placement of vegetable soil
- preparation of the slope
- fascines
- planting and watering of plants and their maintenance up to provisional reception
- and all other duties.

TASK No. 31 : Road maintenance manual

I - WORKS DESCRIPTION

The operation consists of the production of a manual on the maintenance of rural roads by HIMO method

II METHOD OF EXECUTION

The contractor shall produce a road maintenance manual whose detail content shall be given by the Project Manager and should contain the following points.

- Himo method of maintaining degradations on the road and the drainage structures
- Planning of road maintenance works
- Identification of materials
- Types of equipment needed,
- Roles of Management committee, road maintenance committee, road gangs, etc in the road maintenance process
- etc

III - PAYMENT (Price 31)

Under general contract provisions, the price shall cover each copy of manual supplied. It shall pay for allworks as described under point II "method of execution" and shall include the following:

- Conception and supply of manuals,
- and all other duties.

TASK No. 30 : INSTALLATION OF THE CONSTRUCTION SITE

I - WORKS DESCRIPTION

The construction site should not be located less than 500 m from existing water points or waterways and shall comprise the installation of personnel and equipment necessary for the realization of the work near the site, the manufacture of road signs to be placed at the end of every track and signposts to indicate construction and job sites.

The road signs shall respect the form in the present document.

II - PRICE PACKAGE

The construction site shall include available space for offices of the Contracting firm, structures for the repair of construction site equipment, a storage building for materials and equipment, accommodation facilities for senior staff of the firm. These premises should be located in a town at least within the Division where the construction project shall be undertaken. The setting out of the construction site also includes the setting up of equipment and the start of the initial bush clearing phase.

The sign posting of the construction site shall include the board showing the contracting parties and the description of services provided and signposts signalling the presence of a job site at a given point of the road.

III - PAYMENT (Price No. 30)

This shall be a fixed amount paid for the installation of the contracting firm as described under point II.

CHAPTER V PROTECTION OF THE ENVIRONMENT

SITE INSTALLATIONS

The contractor shall propose to the project manager, before the start of works, the places of his site installation and solicits by a verbal notification (with it mentioned on the report) the authorization of site installation.

The location of the installations should be situated out of sensitive areas to avoid, too much grass cutting, off rooting and cutting of trees. In the installation zone, pruning and cutting down of trees whose diameter above 1m from the ground level is greater than 20cm should be done with an authorization from the Supervisor.

The site should preview adequate drainage of water in its total surface area. The areas where machines are washed and repaired should be concreted with a pit to collect the oily and greasy waters. This repair and cleaning area should have a slope towards the pit and towards the center of the platform to avoid polluted water from reaching bare ground.

At the end of works, the contractor will take all the necessary measures to keep the area in good state. The contractor should pack all his equipment including machines. He should demolish any fix installation, like foundation, concrete or metallic supports etc, demolishes the concreted area, disinfect the soil if it was contaminated. In general, he should put it back or near its original state. He is not permitted to abandon any equipment or machines on site or its environs.

Concerning where to deposit the demolished materials, the contractor should seek the authorization of the delegated project manager. These demolished materials will be covered by a layer of soil and protected from erosion:

After packing of equipment from the site, minutes will be established under the confirmations of the control mission, this will be joined to the minutes of works reception. The payment of the rest 30% of site installation will be done only after the presentation of these minutes.

OPENING UP OF QUARRY, DEPOSITS AND BORROW PITS

The contractor should ask the authorizations previewed by the rules and regulations in use.

- Law n°001 of 16 April 2001 on mining code

- Decree no 2002/048/pm of 26th march 2002 fixing the modalities of law no 001 of 16th April 2001 on mining code.

He shall take charge of all costs involve which include exploitation taxes and any compensation to land owners

In case of a new borrow pit sit in needed the contractor is oblige to take authorization from the delegated project manager.(verbal authorization but mention in works report)

The following criteria should be respected

- Distances of the site should be at least 30 m from the road.
- Distance of the site should be at least 100 m from natural flowing water or water plan
- Distances of the site should be at last 100 m from residents.
- surface to be exploited should be limited to a strict minimum
- Quality of trees (on the project manager's judgment) should be

preserved and protected

Areas where deposition will be done should be chosen such that it should not disturb water flows and protected from erosion.

The contractor should also take an authorization for deposition from the delegated project owner (verbal note obligatory and stated in the works report).

If the proposed site, exploitation method, and rehabilitations preview are not in conformity with environmental exigencies, the delegated project Manager would not approve its use and the contractor should propose other sites or modify exploitation method or propose other rehabilitation methods conforming to prescriptions without the contractor claiming any indemnities.

The contractor will bear all the costs of exploitation of all borrow pit sites especially opening up and maintaining the access. It also includes clearing, deforestation, removal of undesirable soil,, or humus soil and disposing them off the limits of the burrow pit, including all maintenance works concerning the protection of the environment prescribed.

The contractor will execute all works necessary to keep the site in its original state. These include:

The spreading of coverage material and consequently humus soil to facilitate water percolation, vegetative growth and afforestations if prescribed.

Re-establishment of natural water flow, upstream and arrangement of retaining pits.

The suppression of dumps on the site by spreading and dissimulating big rock blocks.

After re-instating the borrow pit area to conformity with prescription, minutes will be written which must be presented before any payment.

Article 44: USAGE OF QUARRY, DEPOSITS AND BORROW MATERIALS TERMED PERMANENT.

The contractor should demand the authorization previewed by the texts and roles concerned and will bear all the cost including exploitation taxes and indemnities to the owner.

The contractor shall take into consideration the following:

The preservation and protection of trees during stock piling of materials.

The drainage works necessary to protect materials deposited

The conservation of all plantations around the quarry.

Maintenance of access and service roads.

Article 45: CONTROLE OF VEGETATION ON THE EXPLOITED ZONE.

Pruning and cutting of Trees:

All cut vegetative residue will be carefully removed from roadsides, pits, and structures and carried to appropriate designated zones far away from homes. It is forbidden to burn on site all cut vegetative residues.

If the burning of these cut vegetation branches are authorized by the delegated project manager, the contractor should put in place a 10000litres container and a watering pump to fight an eventual propagation of wild fire to villages, houses, vegetation or any farms around the site.

The cutting and pruning of trees are operations of exceptional characteristics. These operations shall be realized with the accord of the delegated project manager in the following cases:

Trees situated within the zone to be cleared which has a diameter at 1m above the ground greater than 20cm. In cases where off-rooting of tree cannot be realized (cover the off-rooting pit with soil from borrow site), then cutting of trees will be at ground level (between 5 and 10cm).

Trees at the roadside and threatening to fall on the road and blocking the road during heavy winds. All its branches infringing on the road should be cut after an authorization from the delegated project manager with its limits at the end of the cleared portion.

Article 46: LOADING AND TRANSPORTATION OF BORROW MATERIALS AND EQUIPMENT

For any transportation of borrowed materials and equipment, the contractor should conform to the rules in place concerning all restrictions imposed on weight, size of machines, and loaded vehicles plying public roads. Particularly the following point should be taken into consideration:

The maximum load per axle or whether simple or in tandem

The dimensions of the vehicle

Trucks of exceptional dimension superior to norms should make a special request before plying the road.

All measures of environmental protection (loss of materials during transportation, dust, etc.)

The contractor should take all the necessary measures to limit vehicle speed in the work site: installation of sign boards and flag boys.

Water regularly all road networks in living areas

Preview deviations into existing roads.

The contractor should put in place adequate movement signs.

Article 47: RAIN GATES

During works the contractor should see that all rules and regulations concerning rain gate are observed. This rule forbids the movement of vehicle weighing more than 3,5 tonnes and vehicle and vehicle carrying more than 12 persons. This movement is forbidden during rainfall and the next 4 hours after rainfall. The contractor is supposed to apply this rule during the entire work period.

Article 48

SANCTIONS AND PENALTIES

The contractor is reminded that article 79 of law NI96/12 of 5th august 1996 previews a penalty of two millions (2.000.000) to five millions (5.000.000) francs CFA and an imprisonment term of six (6) month to one (1) year or just one of the penalties mentioned above for all persons who prevent the accomplishment of control and analysis previewed by the said law and or by its application text.

Article 83 of law no 96/12 of 5th august 1996 preview a penalty of five hundred thousand (500.000) two millions (2.000.000) CFA France and an imprisonment term of six (6) month to one (1) year or one of the penalties only for all person who manipulates the installation or who uses a mobile object against what in said in the law . In cases of hesitation, the maximum amounts are doubled.

The article 88 of the same law above preview that any enterprise going against or have gone against this law during road works or maintenance should be excluded from tendering for a period of one year.

All cases of violation of writing prescriptions (service order) to the enterprise by the control mission will be included in the site logbook. This can serve as a contractual evidence during eventual sanctions.

The carrying out of works or supplementary works stemming from the non-respect of clauses is at the cost of the contractor.

DOCUMENT N° 6:
Schedules of unitprices

Price N°	DESCRIPTION	Unit prices in figures(F.CFA)
100	PRELIMINARY WORKS	
101	<u>Site Installation</u> This price remunerates under the general conditions previewed in the contract in a LUMP SUM site installation. The LUMP SUM at FCFA	
102	<u>Mobilisation and demobilisation of equipment on site:</u> This price remunerates under the general conditions previewed in the contract in a LUMP SUM the production of the Mobilisation and demobilisation of equipment on siteThe LUMP SUM at FCFA	
103	<u>Studies (Geotechnical studies and design):</u> This price remunerates under the general conditions previewed in the contract in a LUMP SUM the production of the Studies (Geotechnical studies and design):The LUMP SUM at FCFA	
104	<u>Preparation of asbuilt document:</u> This price remunerates under the general conditions previewed in the contract in a LUMP SUM the production of the Preparation of asbuilt documentThe LUMP SUM at FCFA	
200	BOX CULVERT	
201	<u>Earth works and trenching</u> This price remunerates under the general conditions previewed in the contract in a LUMP SUM the Earth works and trenchingThe LUMP SUM at FCFA	
202	<u>Supply and putting in place of coarse aggregate</u> This price remunerates under the general conditions previewed in the contract in CUBIC METERS (m ³) the supply and putting in place of coarse aggregate. The CUBIC METERS (m ³) at FCFA	
203	<u>Lean concrete</u> This price remunerates under the general conditions previewed in the contract in CUBIC METERS (m ³) the Lean concrete. The CUBIC METERS (m ³) at FCFA	
204	<u>Box culvert</u> This price remunerates under the general conditions previewed in the contract in LINEAR METERS(ml) the Box culvert. The LINEAR METERS (ml) at FCFA	
205	<u>Culvert heads</u> This price remunerates under the general conditions previewed in the contract in UNIT(U) the culvert heads. The UNIT (U) at	

Document n° 9: Model of Contract

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTERE DE LA DECENTRALIZATION ET DU
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAMENDA II^{EME}

COMMUNE DE BAMENDA II^{EME}

P. O. BOX 495 MANKON

REF. N° BIIC/VOL.1/SG/2024



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MEZAM DIVISION

BAMENDA II SUB-DIVISION

BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the _____

CONTRACT N° _____ /C/BIIC/SG/DTS/SPCP/2024 of _____

Awarded through Open National Invitation to Tender N° 06/ONIT/BIICITB/2024 of 07/02/2024 for the
construction box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division,
Mezam Division, North West Region of Cameroon

AWARDED TO: _____

P.O Box:

Tel:

RC N°

Registration N°

SUBJECT: The construction of box culverts in Bamenda II Sub Division

AMOUNT OF CONTRACT IN FCFA:

Total exclusive of all taxes	
VAT (19.25%)	
I.R (2.2%)	
TOTAL inclusive of all taxes	
Net Payment (Total – IR)	

DURATION OF EXECUTION: Four (04) calendar months

FUNDING: 2024 Investment Budget of the Bamenda II Council.

SUBSCRIBED, on

SIGNED, on

NOTIFIED, on

REGISTERED, on

BETWEEN:

THE BAMENDA II COUNCIL,
represented by the mayor of Bamenda II Council, herein referred to as
"Contracting Authority"

ON THE ONE HAND,

AND

THE ENTERPRISE:
P.O Box:

Tel:
RC N°
Registration N°

Represented by its General Director, _____, herein referred to as
"The Contractor"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND CONCLUDED AS FOLLOWS:

Summary

Titre I : Special Administrative Clauses (SAC)

Titre II : Special Technical Clauses (STC)

Titre III : Schedules of unit prices (SUP)

Titre IV : Detail Estimate (DE)

CONTRACT N° ____/C/BIIC/SG/DTS/SPCP/2021 of ____

Awarded through Open National Invitation to Tender N° 06/ONIT/BIICITB/2024 of 08/02/2024 for the construction box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon

DURATION OF EXECUTION: four (04) calendar months

AMOUNT OF CONTRACT IN FCFA:

Total exclusive of all taxes	
VAT (19.25%)	
A.I.R (2.2%) or (5.5%)	
TOTAL inclusive of all taxes	
Net Payment (Total – IR)	

VISA AND SIGNATURES

Read and accepted by the Contractor

Bamenda, the.....

Signed by the mayor of Bamenda II Council
Contracting Authority

Bamenda, the.....

REGISTRATION

Document n° 10: Forms and Models to be used

SUMMARY

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Annex 1: MODEL OF DECLARATION OF INTENTION TO BID

THE MODEL UNDERTAKING BY THE BIDDER

Name of project:..... Invitation to tender N° :.....

for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon

I (We) the undersigned (8)

Acting in the capacity of (9)in the name and on behalf of (10)..... atRC N°by

virtue of the power vested in me (us), domiciled at P.O.Box..... (Town) telephone N°, after having studied all the documents of the tender file relating to the Invitation to Tender N°, and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job. I (we) do hereby tender and commit myself (ourselves) to carry out works for the construction of some culverts in Bamenda II Sub Division in keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within (.....) months as from the date of notification of award of the contract.

I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a period of ninety (90) days with effect from the deadline for submission of bids.

Done at, on

General Manager

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the enterprise

(10) Company name

Annex 2: Tender Model

I the undersigned Mr.

Taxpayer n°

Acting on the name and on behalf of ETS..... P.O. Box

After having taken knowledge, of all relative files of the present contract document **for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon**

1 - Submit and commit to execute the works in accordance with the invitation to tender file according to the prices that I have fixed after having appreciated to my point of view and under my responsibility, the nature and the benefit, which make up the sum of Francs CFA all taxes included.

Amount in figures FCFA TTC:

2 - Commit to undertake from the receipt of the service order to begin works given out by the Delegated Contracting Authority, the setting up of the personnel for the works and the material as foreseen in the terms of the contract file.

3 - Declare that this tender remains valid within ninety (90) days counting from the limit date of the submission of the bid.

4 - Commit to respect the delays of five (05) months foreseen by the planning of execution of the works that I myself have established.

5 - Affirm by right at the risk of termination that I have not fallen as well as the enterprise for which I act, under the influence of legal interdictions decreed in the Republic of Cameroon.

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

Signature (s)

Annex 3: Model of Bid Bond

Bank

Reference of guarantee: No.

To Mayor of Bamenda II Council

Republic of Cameroon

Invitation to Tender No.

Bid Bond for the **for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon**

. The Contractor (5) hereby submits on to the **Mayor of Bamenda II Council** a bid relating to the **for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon**. To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the **Mayor of Bamenda II Council** acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs (6).

By this guarantee, we the undersigned, (7) with our registered office in are committed towards the **Mayor of Bamenda II Council** (Contracting Authority), through the bidder for the sum of CFA Francs (in figures) (in full).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by the **Mayor of Bamenda II Council**, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the **Mayor of Bamenda II Council**. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the enterprise shall be the successful bidder, after presentation of the performance bond which shall be kept by the Council Internal Tenders Board.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank

Annex 4: Model of final bond

Bank:

Reference of bond: No.....

Addressed to the mayor of Bamenda II Council in Cameroon, hereinafter referred to as "the Contracting Authority"

Considering that..... [name and address of Contractor], herein designated "the Contractor " has undertaken, in execution of the Contract designated "the Contract" to realize the works **for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon.**

Considering that it is stipulated in the contract that the Contractor will submit to the Contracting Authority a final bond, of an amount equal to 3% of the amount inclusive of all taxes to the corresponding Contract, as guarantee of good finish of the execution of his obligations under the conditions of the Contract;

Considering that we have agreed to give the Contractor such guarantee bond;

We..... [name and address of bank]

represented by..... [name of signatory]

herein designated "bank", we promise to pay to the Contracting Authority, within a maximum of eight (08) weeks, upon written request of the latter declaring that the Contractor has not met its contractual commitments under the contract, without being able to delay payment or raise objection for any reason whatsoever, all the amount up to the sum of..... [in figures and words].

We agree that no change or addendum or modification to the contract will liberate us of any obligation incumbent upon us in virtue of the present final bond and we derogate hereby to any notification of any modifications, additions or changes.

This final bond shall enter into force upon signature and upon notification to the Contractor by the Contracting Authority, the approval of the contract. It will be released within a time limit of one month after the date of provisional reception.

After that date, the bond will be of no effect and will be returned to us without explicit request from us.

Any claim made by the Contracting Authority under this warranty must be made by registered letter with acknowledgment of receipt, and should reach the bank during the period of validity of this commitment.

This final bond is subject to its interpretation and execution under the Cameroonian law. Cameroonian courts will be the exclusive jurisdictions to adjudicate on all matters relating to this engagement and its aftermath.

Signed and authenticated by the bank

at..... on the,.....

Annex 5: Model start-up advance bond

Bank

Reference of guarantee No.....

To the Mayor of Bamenda II Council

Republic of Cameroon

Invitation to Tender N^o.

BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION WORKS

We..... (Bank) have been informed that a contract shall be signed between the **Mayor of Bamenda II Council**, acting in the capacity of Contracting Authority, and....., acting as contractor for the construction of box culverts linking **Ntamulung to Cow Street in Bamenda II Sub Division, Mezam Division, North West Region of Cameroon**.

In compliance with the provisions of Article of Contract N^o, the contractor shall be bound to present to the **Mayor of Bamenda II Council**, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the enterprise and amounting to CFA Francs

We,(bank) do hereby commit ourselves, irrevocably and without arguing to pay to the **Mayor of Bamenda II Council**, at the written request from the **Mayor of Bamenda II Council** and within three (03) weeks the amount of this guarantee, that is to say,, all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the **Mayor of the Bamenda II Council**.

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the Council Internal Tenders Board. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps of the bank

Annex 6: Model of guarantee retention bond

Bank:

Reference of bond: No.....

Addressed to the Mayor of Bamenda II Council, hereinafter referred to as "the Contracting Authority"

Considering that..... [name and address of Contractor], herein designated "the Contractor" has undertaken, in the execution of the Contract designated "the Contract" to realize the works **for the construction of box culverts linking Ntamulung to Cow Street in Bamenda II Sub-Division, Mezam Division, North West Region of Cameroon**

Considering that it is stipulated in the contract that the guarantee retention fixed at [percentage less than 10% to be specified] of the amount to the Contract can be replaced by a solidary bond,

Considering that we have agreed to give the Contractor such bond;

We..... [name and address of bank]

represented by..... [name of signatories], and herein referred to as "the bank",

Consequently, we affirm by the present that we stand surety for and responsible toward the Contracting Authority, in the name of the contractor, for a maximum amount of [in figures and letters], corresponding to [percentage less than 10% to be specified] of the amount of the contract.

And we guarantee the payment to the Contracting Authority, in a maximum time limit of eight (8) weeks, on his simple written request declaring that the contractor has not honoured his contractual obligations or he is found debtor of the Contracting Authority in the framework of the contract modified where there is by its addendum, without deferring the payment nor bringing up contestation for whatever motive, all sum(s) in the limit of the amount equal to [percentage less than 10% to be specified] of the accrued amount of the works figuring in the final bill, without that the Contracting Authority has to prove or to give reasons no motif of his request for the amount of the sum indicated above.

We agree that no change or additive or any other modification to the contract shall relieve us of any obligation regarding us in virtue of the present guarantee and we derogate by the present to the notification of any modification, additive or change.

The present bond comes into effect as from its signature. It will be liberated in a time limit of thirty (30) days as from the date of the final reception of works, and on a release order delivered by the Contracting Authority.

Any request for payment formulated by the Contracting Authority in the framework of the present bond must be made by registered letter with acknowledgement of receipt, reaching the bank during the period of validity of the present engagement.

The present bond is subject for its interpretation and its execution under Cameroonian law. The Cameroonian courts shall be the only competent to statue on all that which concern the following engagement and its aftermath.

Signed and authenticated by the bank
at..... on the.....

[Signature of the bank]

Annex 7: Provisional planning of works

SN	DESIGNATION OF TASK	UNIT	QTY	OUTPUT	M1				M2				M4			
					W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
000	SITE INSTALLATION															
001	Site Installation	LS	1													
002	Execution Programme	LS	1													
	Sub Total 000															
100	PREPARAORY WORKS															
101	Diversion of water way/road	LS	1													
102	Demolition of existing structures	LS	1													
	Sub Total 100															
200	EARTHWORKS															
201	Excavation	m ³	398													
202	Compacted filling with laterite	m ³	1420													
	SUB TOTAL 200															
300	DRAINAGE															
301	Compacted stone layer	m ³	400													
302	Lean concrete	m ³	37.80													
303	Reinforced concrete box culverts															
	- 2.00 x2.00 box culvert	ml	8													
	- 2.00 x2.50 box culvert	ml	24													
	- 2.50x3.00 box culvert	ml	16													

ANNEX No. 8: SUB-UNIT PRICE DETAIL

Designation of Works :					
N° price	Daily output		Total Quantity		Duration (days)
	/ day				
WORKMANSHIP	Category	Number	Daily Salary	Days paid	Amount
	Site engineer				
	Site foreman				
	Team chiefs				
	Administrative staff				
	Driver				
	Specialised Technicians				
	Labourers				
	Total A				
MACHINES OR EQUIPMENT		Quantity	Daily rate	Days paid	Amount
	Type				
	Pickup for follow-up				
	Small equipment				
	Total B				
DIVERSES MATERIALS		Quantity	Unit Price	Consumption	Amount
	Type				
	*				
	Total C				
D	TOTAL DRY PRICE A+B+C				
E	General site expenses		X%	D x X%	
F	General head office expenses		Y%	D x Y%	
G	TOTALCOST PRICE			D + E + F	
H	Risks + benefits		Z%	G x Z%	
P	TOTAL COST PRICE WITHOUT TAXES			G + H	
V	SELLING UNIT PRICE WITHOUT TAXES			P/QTE	

MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I the undersigned, (*specify Name, qualification -diploma or certificate*) and holder of National Identity Card N° _____ issued on _____ at _____ Tel: _____ is committed and will be available to work as (*specify post occupied*) with (*name of enterprise*) if Open National Invitation to Tenders No. 001/ for (*indicate the name of project*) is awarded to ETS

Done at _____ the _____

Sign; _____

ANNEX No. 10: MODEL REFERENCES OF THE ENTERPRISE

The most representative services and similar to those described in the Special technical conditions above over the **last three years**

N°	Year	Contract	Purpose	Funding	Amount (ATI) (CFAF)	Acceptance date
1						
2						

NB : for each contract named in the above board, please joint :

- Photocopy of first and last pages of the contract,
- Photocopy of provisional (or final) acceptance report.

Done on, at

Mr (Messrs).....

Signature(s).....

ANNEX No. 11: MODEL EQUIPMENT LIST.

DESIGNATION	NUMBER	AGE-STATE	ORIGIN	STATUS

ANNEX No.12: KEY STAFF

	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF OF THE ENTERPRISE				
SUPPORT STAFF				

SITE VISIT REPORT *[not more than five (05) pages]*

I) INTRODUCTION

TENDER N° (with project title)
NAME OF ENTERPRISE
DATE: TIME:

II) COMMENTARY:

II-1) Nature of the project site

II-2) Accessibility to the project site:

II-3) Vegetation (trees, shrubs etc)

II-4) Topography of the site

III) AVAILABILITY OF SERVICES (water, electricity, etc)

IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL (stones, sand, gravel, wood etc)

V) DIFFICULTIES:
.....
.....

V) CONCLUSION
.....
.....

SIGNATURES:

Visa of project owner or Representative

Document n° 11: Banking institutions
and financial organizations
authorized to issue bonds in
the framework of public
contracts

List of Banking institutions and financial organizations

BANKS

1. Afriland First Bank
2. BanqueAtlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

II- Insurance companies

14. ChanasInsurance ;
15. Activa Insurance

Document n° 12: Marking Scheme

See the Special Regulations of the Invitation to Tender (SRIT)

Annex/Graphical documents

