

REPUBLIC OF CAMEROON  
Peace - Work - Fatherland



REPUBLIQUE DU CAMEROUN  
Paix - Travail - Patrie

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT  
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**BAMENDA CITY COUNCIL**

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**INTERNAL TENDERS BOARD**

**OPEN NATIONAL INVITATION TO TENDER  
N°001/ONIT/BCCITB/25 of 10 March 2025 for  
the construction of box culverts at New  
GRA Up station Under "Emergency  
Procedure"**

**TENDER FILE**

**Funding:** BCC 2025 Investment Budget Head: 220 150

February 2025

Re 26.03.25

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# Document n° 1: Invitation to Tender (IT)





MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT  
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## BAMENDA CITY COUNCIL

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INTERNAL TENDERS BOARD

**OPEN NATIONAL INVITATION TO TENDER N°001/ONIT/BCCITB/25 of 10<sup>th</sup> March 2025 for the construction of box culverts at New GRA Upstation under 'Emergency Procedure'**

### 1. Subject of the tender

The City Mayor of the Bamenda City Council hereby launches on behalf of his municipality an open national invitation to tender for the above-mentioned project.

### 2. Scope of work

The works are made up of:

- Site installation;
- Site Preparation;
- General earthworks;
- Box Culverts (2x2m & 1x1);
- Equipment;
- Drainage works;
- all the conditions necessary for the proper 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 five (5) calendar months.

### 4. Maximum number of lots

The works are regrouped in a single lot.

### 5. Estimated cost

The estimated accrued cost after preliminary studies is seventy-seven million two hundred and two thousand four hundred and fifty (77,202,450) FCFA inclusive of all taxes.

### 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 BCC 2025 Investment Budget under the budgetary **Head: 220 150**.

### 8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of **one million five hundred and forty-four thousand (1,544,000) CFA Francs** and valid for ninety (90) days as from the latest date of submission of bids. Bearing a fiscal stamp.

### 9. Consultation of the tender documents

The tender documents may be consulted during working hours at SIGAMP Services of Bamenda City Council, **Tel: 633 36 12 67** and COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm), upon publication of the invitation to tender.

### 10. Acquisition of the tender documents

The file may be obtained from the SIGAMP Services of Bamenda City Council, **Tel: 633 36 12 67**, as soon as this notice is published against payment of a non-refundable sum of **eighty-four thousand (84,000) CFA francs**, payable into the Bamenda City Council Treasury under the budgetary head 712 101.

### 11. Submission of tenders

Bids drafted in English or French shall be submitted exclusively only on the COLEPS platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm), not later than **01/04/2025 at 10 am server time**. All bids should be in PDF format.



## 12. Admissibility of offers

For fear of being rejected, only scanned originals or certified true copies 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. This refers especially but not limited to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.

## 13. Opening of tenders

The Administrative documents, Technical and Financial bids shall be opened in a single phase on the **01/04 2025 at 11am**, local time, by the Bamenda City Council Internal Tenders Board, at the conference hall of the Board in the Bamenda City Council in Mulang.

Bidders may attend or be represented by a duly mandated person having a sound knowledge of the bid and come along a back-up copy of their bids in a USB key sealed in an envelope.

## 14. Main eliminatory criteria

### i) Eliminatory criteria

- Forged, , false or fake document;
- Absence or insufficient bid bond or its equivalence;
- Non-compliance with the bid model
- Deadline of execution more than the prescribed;
- Omission of a quantified task on the bill of quantities;
- Technical mark less than 80%;
- Non submitted of bids online.

### ii) Essential criteria

The following essential criteria shall be evaluated in a binary manner (satisfactory or not) and will include:

- Financial situation;
- Equipment;
- Personnel;
- Methodology of execution and conformity with technical specifications, environmental protection and hygiene;
- References for similar works;
- Acceptance of the conditions of the contract.

## 15. Award

The contract shall be awarded to the bidder whose bid has been judged essential in compliance with the tender file and is evaluated as the lowest.

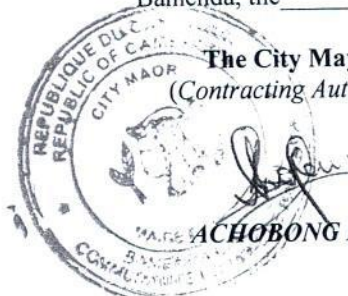
## 16. Tender validity

Bidders will be bound by their tender for a period of ninety (90) days with effect from the tender-submission deadline.

## 17. Complementary information

Complementary technical information may be obtained during working hours from the SIGAMP Services of Bamenda City Council, **Tel: 633 36 12 67** and COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm), upon publication of the tender.

Bamenda, the 10 MARS 2025

**The City Mayor**  
(Contracting Authority)  
**ACHOBONG PAUL TAMBENG**

### Copies:

- RD MINMAP (for information)
- PCRB (for publication and archiving)
- Chairman TB (for information)
- Contract Service/DTS/Archives



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION  
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## BAMENDA CITY COUNCIL

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INTERNAL TENDERS BOARD

### AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 001/AAONO/CIPMCUB/25 du 10/03/2025 pour les travaux de construction des dalots à Up Station sous "procédure d'urgence"

#### 1. Objet de l'Appel d'Offres

Dans le cadre de l'exécution du budget d'investissement 2025 de la Communauté Urbaine de Bamenda, le Maire de la Communauté Urbaine de Bamenda pour le compte de sa municipalité lance un appel d'offres National Ouvert pour le projet susmentionné.

#### 2. Consistance des travaux

Les travaux comprennent notamment :

- Installation du chantier ;
- Préparation du site ;
- Terrassement ;
- Construction des dalots ;
- Equipement ;
- Assainissement ;
- Toute autre sujétion nécessaire à la bonne exécution des travaux.

#### 3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de cinq (5) mois.

#### 4. Allotissement

Les travaux sont regroupés en lot unique.

#### 5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de soixante-dix-sept million deux cent deux mille quatre cent cinquante (77,202,450) FCFA toutes taxes comprises.

#### 6. Participation et origine

La participation au présent appel d'offres est ouverte à toute entreprise Camerounaise spécialisée dans les travaux publics et bâtiment.

#### 7. Financement

Les travaux objet du présent appel d'offres seront financés par le Budget d'Investissement de la Communauté Urbaine de Bamenda sous la ligne budgétaire 220 150, exercice 2025.

#### 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 d'un million cinq cent quarante-quatre mille (1,544,000) FCFA et valable pendant quatre-vingt-dix (90) jours à compter de la date de remise des offres. Il devrait porter un timbre fiscal.

#### 9. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables à la Direction des Services SIGAMP, Communauté Urbaine de Bamenda Tel : 677 85 03 32 et COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm), dès publication du présent avis.

#### 10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu au Secrétariat de la Direction des Services SIGAMP, Communauté Urbaine Tel : 677 85 03 32 de Bamenda dès publication du présent avis, contre versement d'une somme non remboursable de quatre-vingt-quatre mille (84,000) FCFA payable à la trésorerie de Communauté Urbain de Bamenda sous la ligne budgétaire 712 101.



## 11. Remise des offres

Chaque offre rédigée en français ou en anglais a soumettre exclusivement sur la plateforme COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm), au plus tard le **01/04/ 2025 à 10 heures précise** heure du serveur. Toutes les offres doivent être au format PDF:

## 12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux numérisés ou copies certifiées conformes par le service émetteur ou une autorité, conformément aux dispositions 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 mais pas limité à 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 de pli, qui se fera en un temps par la Commission de Passation des Marchés de la Communauté Urbaine de Bamenda, aura lieu le **01/04/2025 à 11 heures** à la salle de réunion de Commission.

Seuls le soumissionnaire peut assister à cette séance d'ouverture ou s'y faire représenter par une personne de son choix ayant une bonne connaissance de son offre et venir avec une copie de sauvegarde de leurs offres dans une clé USB scellée dans une enveloppe.

## 14. Critères d'évaluations

### i) Les critères éliminatoires sont :

- Document falsifié, faussé ou contrefaire ;
- Caution de soumission insuffisant ou absent ou son équivalence ;
- Non-respect du modèle d'appel d'offres ;
- Délai d'exécution supérieure à ce prescrit ;
- Omission d'une tâche quantifiée dans le devis estimatif et quantitatif.
- Note technique inférieure à 80% ;
- Offres non soumises en ligne.

### ii) Principaux critères de qualification

Les critères relatifs à la qualification des candidates porteront sur :

- Situation financière ;
- Références pour les travaux similaires ;
- Personnels ;
- Matériels ;
- Méthodologie de l'exécution et la conformité aux spécifications techniques, la protection environnementale et l'hygiène ;
- Acceptation des conditions du contrat.

## 15. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre a été jugée essentiellement en conformité avec le dossier d'appel d'offres et est évalué le moins-disant.

## 16. Durée de validité des offres

Le soumissionnaire reste engagé par son offre pendant **90 jours** à partir de la date limite fixée pour la remise de l'offre.

## 17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables auprès de la Direction des Services SIGAMP de la Communauté Urbaine de Bamenda Tel : 677 85 03 32, et COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm).

### Ampliations :

- (1) DR MINMAP (pour information) ;
- (2) ARMP (pour publication et archivage) ;
- (3) Présidents CPM (pour information) ;
- (4) Service des Contrats/DTS/Archives.





## Document n° 2: General Regulations of the Invitation to Tender (GRIT)

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# GENERAL REGULATIONS OF THE INVITATION TO TENDER

## A. Generalities

### Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations.  
The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.
- 1.2 The bidder retained or the preferred 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 or that indicated in the said Administrative Order.
- 1.3 In this Tender File, the term “day” means a calendar day.

### Article 2: Funding

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



#### **Article 4: Candidates admitted for the competition**

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the invitation to tender is addressed to all entrepreneurs, subject to the following provisions:
- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
  - (b) 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, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
    - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
    - ii) presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
    - iii) The Contracting Authority or Contracting Authority has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
  - (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 or Project Owner.

#### **Article 5: Materials, equipment, supplies, equipment and authorised services**

- 5.1 Materials, the contractor's equipment, 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 the 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 the bidder**

- 6.1 As an integral part of their bid, bidders must:
- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
  - (b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-



qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- (i) the production of certified balance sheets and recent turnovers;
- (ii) access to a line of credit or availability of other financial resources;
- (iii) orders acquired and contracts awarded;
- (iv) pending litigations; and
- (v) availability of indispensable equipment.

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

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- (b) The bid 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 in the Special Regulations 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 and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account. On the other hand, each undertaking is paid into its own account by the Contracting Authority where it is joint co-contracting.

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

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

## **Article 7: Visit of the works site**

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

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

7.3 The Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the bids 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:

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract;

Document No. 11. Models to be used by bidders;

a. Model of declaration of intention to bid

b. Tender Model

c. Model of Bid Bond

d. Model of final bond

e. Model of start-up advance bond

f. Model of guarantee retention bond

g. Provisional planning of works

Document No. 12. Justifications of preliminary studies; to be filled by the Contracting Authority or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

### **Article 9: Clarifications on the Tender File and recourse**

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

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



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

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

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

#### **Article 10: Amendment of the Tender File**

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

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

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

### **C. Preparation of bids**

#### **Article 11: Tender costs**

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the 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 the bid**

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

#### **Article 13: Constituent documents of the bid**

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

##### *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 in force;

- 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 bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

***b. Volume 2: Technical bid***

***b.1 Information on qualifications***

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

***b.2 Methodology***

The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid 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, Quality Assurance Plan (QAP), 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 the administrative and technical documents relating to the contract, namely:

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

***b.4 Commentaries (optional)***

A commentary on the technical choices of the project and possible proposals.

***c. Volume 3: Financial bid***

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

1. The signed and dated original bid 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 be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) 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 the invitation to tender, the bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

#### **Article 14: Bid 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 bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

#### **Article 15: Currency of bid and payment**

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

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

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

- a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b) The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

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



- (a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";
- (a) The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

#### **Article 16: Validity of bids**

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.
- 16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.  
The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of 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 of bids.

#### **Article 17: Bid bond**

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.



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

#### **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. Bids 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 Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

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 on 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 bids**

- 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 a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in 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 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 bids shall not be a reason for disqualification.

#### **Article 20: Form and signature of bid**

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

### **D. Submission of bids**

#### **Article 21: Sealing and marking of bids**

- 21.1 The bidders are expected to log-in on the COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm), with their electronic certificate and upload their bids which must have been scanned in PDF format.

#### **Article 22: Date and time-limit for submission of bids**

- 22.1 The bids must be submitted on-line on or before the date line stated in the special regulation to tender.
- 22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations on the COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm). 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 bids (not applicable)**

#### **Article 24: Modification, substitution and withdrawal of bids**

- 24.1 A bidder may modify and resubmit his bids as many times as possible but on the day of opening only the last submission will be considered.

### **E. Opening of envelopes and evaluation of bids**

#### **Article 25: Opening of envelopes and petitions**

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



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

25.3 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which will be opened and read to the hearing of everyone during the bid-opening session. Only bids with incomplete administrative file after the 24hrs grace period will not be submitted for evaluation.

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

25.5 At the end of each bid-opening session, the focal point designated by the body in charge of regulation of public contract will immediately have access to the bids on the COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm):

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

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

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

#### **Article 26: Confidential nature of the procedure**

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

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

#### **Article 27: Clarifications on the bids and contact with the Contracting Authority**

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing on the COLEPS Platform [www.publiccontract.cm](http://www.publiccontract.cm) or [www.marchespublique.cm](http://www.marchespublique.cm), but no change on the amount or content of the bid 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 30 of the General Regulations.

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

#### **Article 28: Determination of compliance of bids**

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
  - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
  - iii) whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

#### **Article 29: Qualification of the bidder**

The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance 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 bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
  - (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.



- (c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

#### **Article 31: Conversion into a single currency**

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

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

#### **Article 32: Evaluation and comparison of financial bids**

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

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of 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 article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

32.3 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 bids.

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the



construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

### **Article 33: Preference granted national bidders**

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

### **Article 34: Award**

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid 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.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

### **Article 35: 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 Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

### **Article 36: Notification of award of the contract**

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

### **Article 37: Publication of results of award and petitions**

37.1 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 bids.

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

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

37.4 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 concerned.

It must take place within a maximum deadline of five (5) working days after the publication of the results.

### **Article 38: Signing of the contract**

- 38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- 38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.
- 38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

### **Article 39: Final Bond**

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a final bond, to guarantee the complete execution of the works.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, 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.
- 39.3 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.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.



## Document n° 3: Special Regulations of the Invitation to Tender (SRIT)

# Special Regulations of the Invitation to Tender

	Introduction
1.1	<p><i>Definition of Work:</i> The works consist of the construction of box culverts at New GRA Upstation following the characteristics defined in the technical specification and the quantities given in the detail estimate. The works are regrouped in a single lot.</p> <p>This project has as aim the construction of two box culverts at New GRA Upstation mentioned above. The Contractor shall acquire the materials, mobilize the human resources and equipment and all other subjections necessary for the realization of the works. The works shall be carried out in the framework of the development of regional and local authorities and shall be executed on behalf of the Bamenda City Council.</p> <p><i>Name and address of Contracting Authority:</i> The City Mayor of the Bamenda City Council.</p> <p><i>Reference of the Invitation to tender:</i> OPEN NATIONAL INVITATION TO TENDER N°001/ONIT/BCCITB/25 of 10/03/2025 for the construction of box culverts at New GRA Upstation.under “Emergency Procedure”</p>
1.2	<p><i>Execution timeframe:</i> The maximum execution timeframe shall be five (5) calendar months.</p>
2.1	<p><i>Source of Funding:</i> Works referred to in this invitation to tender shall be funded by the BCC 2025 Investment Budget under the budgetary Head: 220 150.</p> <p><i>Name of the project:</i> Project of the construction of box culverts at New GRA Upstation. under “Emergency Procedure”</p>
4.1	<p><i>List of pre-qualified candidates:</i></p>
5.1	<p><i>Sources of Materials, Equipment and supply of equipment and services:</i> Locally</p>
6	<p>Principal qualification criteria of the bidder:</p> <p style="margin-left: 40px;"><b>Eliminatory criteria</b></p> <ul style="list-style-type: none"> <li>- Forged, false or fake document;</li> <li>- Absence or insufficient bid bond or its equivalence;</li> <li>- Non-compliance with the bid model</li> <li>- Deadline of execution more than the prescribed;</li> <li>- Omission of a quantified task on the bill of quantities;</li> <li>- Technical mark less than 80%;</li> <li>- Non submission of bids on-line.</li> </ul> <p style="margin-left: 40px;"><b>Essential criteria</b></p> <p>The following essential criteria shall be evaluated in a binary manner (satisfactory or not) and will include:</p> <ul style="list-style-type: none"> <li>- Financial situation;</li> <li>- Equipment;</li> <li>- Personnel;</li> <li>- Methodology of execution and conformity with technical specifications, environmental protection and hygiene;</li> <li>- References for similar works;</li> <li>- Acceptance of the conditions of the contract.</li> </ul> <p style="margin-left: 40px;"><b>Total</b></p>
6.1	<p>The number of points that shall be awarded to each criterion and sub-criterion shall be as follows:</p> <p><b>A. Financial situation</b></p>



a. Financial capacity 75% of the project inclusive of taxes	Yes/No
<b>Total A</b>	<b>/1</b>

**B. References for similar works or experience**

a. Certified first and last pages of 3 similar contracts in the required domain $\geq 50$ mill. realized within the past 3 years (1pts / reference)	Yes/No
b. Certified copies of the provisional reception reports of the contracts given for those executed in 2025 and final reception reports for those executed before 2025. (1pts / reference)	Yes/No
<b>Total B</b>	<b>/6</b>

**C. Equipment**

a. 1 concrete mixer	Yes/No
b. 1 20T trucks	Yes/No
c. 1 pick-up	Yes/No
d. 1 Hand compactor	Yes/No
e. 1 Vibrator	Yes/No
f. 1 electric hammer	Yes/No
g. 1 water pump	Yes/No
h. Tools (Receipts of small tools)	Yes/No
Justify with certified copies of registration certificate or receipt of purchase or lease agreement in case of hire + registration certificate or receipt of purchase	
<b>Total C</b>	<b>/8</b>

**D. 1 Personnel**

<b>Site Supervisor (Bac+3 minimum) in civil engineering</b>	
a. Attestation of presentation of original of diploma	Yes/No
b. Certified copy of diploma	Yes/No
c. Experience in building construction and public works ( $\geq 5$ yrs)	Yes/No
d. CV signed and dated	Yes/No
e. Attestation of engagement with the enterprise	Yes/No
f. Certified copy of national identity card signed thrice by the bearer	Yes/No
<b>Total D.1</b>	<b>/6</b>
<b>2 Foremen (HND) in civil engineering*</b>	
a. attestation of presentation of original of diploma	Yes/No
b. certified copy of diploma	Yes/No
c. experience in building construction and public works ( $\geq 3$ yrs)	Yes/No
d. CV signed and dated	Yes/No
e. Certified copy of national identity card signed thrice by the bearer	Yes/No
f. Attestation of engagement with the enterprise	Yes/No
<b>Total D</b>	<b>/6x2</b>

\* One foreman for each site of the works.

**E. Methodology and conformity with technical specifications, environmental protection and hygiene**

a. Consistence site installation	Yes/No
b. Consistence Description of posts of work	Yes/No
c. Consistence Organizational chart of the enterprise	Yes/No
d. Consistence Organizational chart for the execution of the works	Yes/No
e. Consistence Planning of execution of works	Yes/No
f. Consistence Attestation of site visit	Yes/No
g. Consistence Site visit report	Yes/No
h. Consistence methodology of execution and internal control	Yes/No
i. Consistence Means of communication	Yes/No
j. Consistence Use of human intensive labour and manpower deployment	Yes/No
k. Consistence Environmental protection measure	Yes/No
l. Consistence hygiene and sanitation of the personnel	Yes/No



	<table><tr><td>m. Consistence security of the personnel</td><td>Yes/No</td></tr><tr><td>n. Consistence protection against HIV/SIDA</td><td>Yes/No</td></tr><tr><td>o. Consistence maintaining of circulation during work and signalisation</td><td>Yes/No</td></tr><tr><td><b>Total E</b></td><td><b>/15</b></td></tr></table>	m. Consistence security of the personnel	Yes/No	n. Consistence protection against HIV/SIDA	Yes/No	o. Consistence maintaining of circulation during work and signalisation	Yes/No	<b>Total E</b>	<b>/15</b>
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n. Consistence protection against HIV/SIDA	Yes/No								
o. Consistence maintaining of circulation during work and signalisation	Yes/No								
<b>Total E</b>	<b>/15</b>								
	<b>F. Acceptance of the conditions of the contract</b> <table><tr><td>a. The Special Administrative Clauses (SAC) initialled on all pages and signed on the last page</td><td>Yes/No</td></tr><tr><td>b. The Special Technical Clauses (STC) initialled on all pages and signed on the last page</td><td>Yes/No</td></tr><tr><td>a. Quality of tender (orderliness, binding and neatness)</td><td>Yes/No</td></tr><tr><td><b>Total F</b></td><td><b>/3</b></td></tr></table>	a. The Special Administrative Clauses (SAC) initialled on all pages and signed on the last page	Yes/No	b. The Special Technical Clauses (STC) initialled on all pages and signed on the last page	Yes/No	a. Quality of tender (orderliness, binding and neatness)	Yes/No	<b>Total F</b>	<b>/3</b>
a. The Special Administrative Clauses (SAC) initialled on all pages and signed on the last page	Yes/No								
b. The Special Technical Clauses (STC) initialled on all pages and signed on the last page	Yes/No								
a. Quality of tender (orderliness, binding and neatness)	Yes/No								
<b>Total F</b>	<b>/3</b>								
	<b>TOTAL A+B+C+Dx2+E+F = 51 points</b> <p>The minimum acceptable total score obtained for the technical offer shall be 80% = 41yes/51.</p>								
7.3	<p><i>Visit of the site of work:</i></p> <p>1. It is important for the Bidder to visit and inspect the work site and its surroundings and obtain for himself and under his own responsibility all information that may be necessary for the preparation of the bid and the execution of work. The cost of the site visit shall be supported by the Bidder.</p> <p>2. The Contracting Authority will allow the Bidder and its employees or agents to enter its premises and on its land for purposes of that visit, but only on the express condition that the Bidder, its employees and agents free the Contracting Authority, its employees and agents from any liability that may arise and compensation necessary, and they remain responsible for fatal accidents or corporal, loss or damage, costs and expenses incurred as a result of this visit.</p> <p>3. The Contracting Authority may arrange a tour of the work site at the preparatory meeting for the preparation of tenders referred to in Article 19 of GRIT.</p>								
12	<p><i>Language of the bid</i></p> <p>The offer and all correspondences and documents exchanged between the Bidder and the Contracting Authority will be written in English or French.</p>								
13.1	<p>The list of documents sighted in article 13 of the SRIT must be completed, regrouped in three volumes inserted respectively in internal envelopes and detailed as follows.</p> <p><b><i>Volume 1: Administrative documents</i></b></p> <p>a. <i>Declaration of intention to tender, stamped affixed with a fiscal stamp (according to the attached model);</i></p> <p>b. <i>The group agreement, where need be;</i></p> <p>c. <i>The power of attorney where need be;</i></p> <p>d. <i>A certificate of non-bankruptcy established by the Court of First Instance or chamber of commerce dated not more than three (3) months preceding the date of submission of bids;</i></p> <p>e. <i>An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance of Cameroon;</i></p> <p>f. <i>Receipt of purchase of the Tender File eighty-four thousand francs (84,000)CFA;</i></p> <p>g. <i>The bid bond (according to the attached model) of one million five hundred and forty-four thousand (1,544,000) CFA Francs valid 30day beyond the bid submission date established by a first-rate bank approved by the Ministry in charge of Finance of Cameroon; It should bear a fiscal</i></p>								



stamp.

- h. *An Attestation of Non-exclusion from public contracts delivered by the authority competent for the regulation of public contracts;*
- i. *Certified copy of recent tax payer's card;*
- j. *Plan of localization;*
- k. *Site visit report;*
- l. *An attestation less than three (3) months old signed by the Director General of the National Social Insurance Fund certifying that the bidder has fulfilled his obligations towards the fund;*
- m. *An attestation of fiscal conformity less than three months old signed by the Director of Taxes certifying that the bidder has effected all statutory declarations in issues of taxes for the current financial year;*
- n. *In case of a group of companies each member of the group must present a complete administrative file, documents e, f, g, I being presented only by the representative of the group.*

## **Volume II: Technical bid**

### **b.1 Information on qualifications**

1. The list of references for three similar works within the last 3 years  $\geq$  50 million, attaching justifying documents (certified contract's first and last pages including their reception minutes).
2. An attestation of financial capacity delivered by a banking institution recognised by COBAC of 75% of the project cost inclusive of taxes.

*(See essential criteria A and B, page 27)*

### **b.2 Technical proposals**

1. Methodological note with a report of site visit, the description of works, the planning, list of equipment to be used to carry out the work (attach proof of ownership) as well as environmental protection measures and hygiene;
2. The organization of the team in charge of execution with the qualifications and CVs of key personnel (site supervisor, foreman etc.), attaching justifying documents;
3. An attestation of site visit signed by the project owner or by the bidder on honour with attached photos.

*(See essential criteria C, D and E, page 27)*

### **b.3 Proofs of acceptance of the contract conditions**

The Bidder will also include copies of documents duly initialled and sign on the last page of administrative and technical character regulating the contract, namely:

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

*(See essential criteria F, page 29)*

**NB** *Bidder who shall present categorization certificate or decision of categorization results shall be exempted from presenting any document relating to turn over, references, minimum technical and logistic means, permanent staff and localization of their head office. They shall be awarded the points allocated for these purposes.*

## **Envelope C- Volume III: Financial bid**

- c.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;



	<p>c.2 The duly filled Unit price schedule;</p> <p>c.3 The duly filled detailed estimates;</p> <p>c.4 The sub-details of prices and/or the breakdown of all-in-a prices</p> <p>N.B The various parts of the same file must obligatorily be separated by color dividers both in the original and in the copies in a way as to facilitate its examination.</p>
	<b>Amount and currency of the offer</b>
14.3	All duties, taxes and charges payable by the Bidder under the future contract or otherwise, thirty (30) days before the deadline for submission of bids will be included in the price and the total amount of its bid.
14.4	Prices are not revisable
15.1	Not relevant
15.2 and 15.3	<i>Currency of the Contracting Authority:</i> Franc CFA
	<b>Preparation and submission of offers</b>
16.1.	<i>Period of validity of offers:</i> Bidders shall be bound by their tenders for a period of ninety (90) days with effect from the tender-submission deadline.
17.1.	<i>Amount of the bid bond:</i> The amount of the bid bond shall stand at: <b>one million five hundred and forty-four thousand (1,544,000) CFA Francs</b>
19.1.	<i>Place, date and hour of the preparatory meeting:</i> There will be no preparatory meeting.
20.1.	<i>Number of copies of offers to be filled and submitted:</i> Each offer written in English or French shall be submitted online on the COLEPS Platform <a href="http://www.publiccontract.cm">www.publiccontract.cm</a> or <a href="http://www.marchespublique.cm">www.marchespublique.cm</a> . Backup copy of bids store in a USB key in PDF format shall equally be submitted in a sealed envelope to the SIGAMP office.
21.2.	<i>Address of the Contracting Authority to be used to send the offers:</i> COLEPS platform <a href="http://www.publiccontract.cm">www.publiccontract.cm</a> / <a href="http://www.marchespublique.cm">www.marchespublique.cm</a> .  <i>Number of the invitation to tender:</i> OPEN NATIONAL INVITATION TO TENDER N° 001/ONIT/BCCITB/25 of 10/03/2025.
22.1.	<i>Date and time for submission of bids:</i> <b>01/04/2025 at 10:00am</b> server time of the COLEPS platform.
25.1.	<i>Place and date of opening of the bids:</i> Bamenda City Council ITB conference hall; <b>01/04/2025 at 11:00am</b> , local time.
	<b>Evaluation and comparison of the bids</b>
31.2	<i>Currency reserved for the conversion to a single currency:</i> _____ <i>Source of exchange rate:</i> _____ <i>Date of exchange rate:</i> _____
32.2.(e)	<i>The execution timeframe will be evaluated as follows:</i> The execution timeframe is a qualification criterion for evaluation.
32.2.(g)	<i>The method of evaluation of the technical variable is the following:</i> Not relevant.
33.1.	Not relevant
	<b>Award of the contract</b>
39.1. 39.2	The final bond is 3% of the amount inclusive of all taxes of the contract and will be established according to the model provided in this Invitation to Tender.



## 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 of construction of box culverts at New GRA Upstation.

### Article 2: Procedure of award of the contract

This contract is awarded through Open National Invitation to Tender N°001/ONIT/BCCITB/25 of 10/03/2025 for the works of construction of box culverts at New GRA Upstation Under "Emergency Procedure"

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

#### 3.1 General definitions

- The **Contracting Authority** is the City Mayor of the Bamenda City 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 Director of Technical Services in the Bamenda City Council hereby denominated «**The Contract Manager**»;
- The **Contract Engineer** is the Senior Engineer in the Department of Technical Services of the Bamenda city council hereinafter referred to as the Engineer.
- The **Project Owner** shall be: The City Mayor of the Bamenda City Council. He represents the beneficiary administration of the works.  
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The **Contractor** is the holder of the contract for the execution works of construction of box culverts at New GRA Upstation;
- The competent Tenders Board is the **Bamenda City Council Internal Tenders Board**.
- Official in charge of unannounced controls: Regional Control Brigade MINMAP/NWR.

#### 3.2 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 City Mayor of the Bamenda City Council;
- Authority in charge of liquidation: The Director of Technical Services BCC;
- Accountant in charge of payment: The BCC Municipal Revenue Collector;
- Competent Authority for enquiries: The Project Owner (his competent services).

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

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

1.5 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 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5<sup>th</sup> August 1996 on the management of the environment;
5. Law No. 2022/020 of 27 December, 2022 on the Financial Regime of the State of Cameroon for the 2023 Financial Year
6. Law No. 2019/024 of December, 2019 on the General Code of Decentralized Territorial Communities.
7. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
8. Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code and its texts of application;
9. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
10. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
11. Instruments governing the various professional bodies;
12. Decree No. 2001/048 of 23<sup>rd</sup> February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
13. Decree No. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
14. Decree No. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
15. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
16. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
17. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
18. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
19. Order No. 001/CAB/PR of 19<sup>th</sup> June 2012 relating to the Award and Control of Execution of Public Contracts;



20. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owner's circular.
21. Circular N° 00013995/C/MINFI of 31/12/2024 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2024 financial year;
22. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
23. The MINCOMMERCE Decree setting the Price List
24. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of markets reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
25. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
26. Unified Technical Documents (DTU) for building works;
27. Applicable standards;
28. Other instruments specific to the domain concerned with the Contract;
29. Circular 000006/LC/MINMAP/CAB of 05/02/2025 guiding the obligation for categorization of enterprise in the building and construction and road works;
30. Decree No 2018/0002/PM of 05/01/2018 fixing the modalities and condition for awarding contracts electronically;
31. Decree No 333/A/MINMAP/CAB of 27/12/2024 outlining the calendar of migration toward the exclusive award of contracts electronically.

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

- 1.1 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.....
  - b) Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contracting Authority and Contract Manager, correspondences shall be validly addressed to the Bamenda II council, jurisdiction within which the work was done;
  - c) In the case where the Contracting Authority is the addressee:
  - d) Sir/Madam City Mayor of the Bamenda City Council with a copy addressed to the Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
  - e) In the case where the Contracting Authority is:
 

The City Mayor of the Bamenda City Council with a copy addressed within the same deadline to the, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 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 some 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 or performance 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. Security (guarantee) 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 by 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 necessary.

### **Article 16: Formula for actualization of Prices**

Not necessary.

### **Article 17: Works pre-financed by the Delegated Contracting Authority.**

Not necessary.

### **Article 18: Valorisation of the works**

This contract is of unit and all-in prices.

### **Article 19: Valorisation of supply**

Not necessary.

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

20.1 The Contracting Authority may grant a start-up advance of twenty (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 (5<sup>th</sup>) 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 maximum 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 (1/2000<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One one thousandth (1/1000<sup>th</sup>) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> 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 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the 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 he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

- the final detailed account,
- the balance
- the summary of monthly payments on account.

The signing of the general and final detailed account without reservation by the 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;
- Site Preparation;
- General earthworks;
- Box Culverts (2x2m & 1x1);
- Equipment;
- Drainage works;
- all the conditions necessary for the proper execution of the work.

### **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: five (5) calendar months per lot.

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 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 twenty-one (21) days, as from the notification of the service order to start work, the Contractor shall submit, in five (5) copies, for the approval of the Contract Manager 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 relief 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 suspensive 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 program**

- 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:
- i. *The Project Owner or his representative as chairperson;*
  - ii. *The secretary General Bamenda City Council;*
  - iii. *The Contract Manager as member;*
  - iv. *Contract Engineer as member, secretary;*
  - v. *The Stores Accountant Bamenda City Council;*
  - vi. *The Representative of MINMAP as observer*
  - vii. *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.

45.2 The Project Manager shall be 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. 2018/366 of 20 June 2018 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 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)



# Special Technical Clauses (SPC)

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# **I. GENERAL INDICATIONS**

## **I.1. PURPOSE OF THIS DOCUMENT**

The purpose of this contract is to carry out the construction of box culverts at New GRA Upstation funded by the Public Investment Budget of the Urban Community of Bamenda, financial year 2017 under budget line 220 150,

## **I.2. CONSISTENCY OF THE WORK**

The purpose of the work is to:

- Site installation;
- Site Preparation;
- General earthworks;
- Box Culverts (2x2m & 1x1);
- Equipment;
- Drainage works;
- all the conditions necessary for the proper execution of the work.

## **I.3. DESCRIPTION OF THE WORK**

They include all the operations necessary for the execution of these works, including the commissioning of traffic diversions if necessary, and include:

### **I.3.1. Installation of the site**

Site facilities are defined in Article 1 of Chapter III "Method of execution"

### **I.3.2. Earthworks and backfilling:**

- Clearing, deforestation and tree felling
- identification of borrow pits and quarries,
- Input and implementation of materials,
- Preparation and development of materials

## **I.4. Technical references**

If this STC provides that the equipment, materials or method of execution must meet certain national or international standards, it is specified that the equipment, materials or method of execution conforming to other standards will also be accepted if the resulting quality is equivalent to or better than the specified standard.

Otherwise, reference will be made to the General Technical Clauses of the French Ministry of Equipment.

Throughout this technical specifications, references will be made to the following volumes of the French Town Planning Clauses applicable in Cameroon (this list is not exhaustive):

DESIGNATION	TITLE
Preamble and Volume n°1 Volume n° 2	: General Provisions for the various types of work : Earthworks
Volume n° 7	: Soil Surveys
Volume n° 23	: Supply of aggregates used in the construction and maintenance of pavements supplemented by the NF P 18 101 standard
Volume n° 25	: Execution of road structures
Volume n° 29 Volume n° 30	: Construction and maintenance of road structures : Transport by road of materials for the construction and maintenance of pavements

DESIGNATION	TITLE
Volume n° 31	: Curb and gutters in natural stone or concrete, supplemented by the AFNOR NF T 98 302 standard
Volume n° 50	: Topographical work
Volume n° 63	: Supply and use of mortars and unreinforced concrete
Volume n° 64	: Unreinforced masonry work on civil engineering structures
Volume n° 70	: Sewerage pipes and ancillary works

However, the contracting party is entitled to use standards other than those mentioned in this document, provided that these are commonly accepted and lead to results of equal or higher quality. These standards must be submitted to the Delegated Project Manager for approval in advance, with supporting documents. The Delegated Project Manager justifies his decision to accept or reject a standard.

## **I.5. GENERAL REQUIREMENTS**

### **I.5.1. Technical standards**

Unless otherwise stipulated in this Technical Specifications, the technical standards for the definition of the quality of materials and their implementation are the standards in force in the Republic of Cameroon.

### **I.5.2. Bad weather, suspension of work**

The Contracting Authority may prescribe, by service order, the suspension of the work due to bad weather or for any other reason it deems necessary, without the Co-contractor being able to raise a claim on this basis.

In this case, the contractual period may be extended by as many calendar days as have elapsed between the date of suspension and the date of resumption of works, if this is prescribed in the service order.

### **I.5.3. General environmental requirements**

In general, unless specifically prescribed in this Special Technical Specifications, the document "Study of the plan for the limitation of the environmental impacts of road maintenance - Environmental directives for road maintenance - TECSULT - MINTP - April 1997" will serve as a reference. This document will be available for consultation at the Environment Unit of the MINTP.

In order to ensure that the environment is taken into account by the Co-contractor, an environmental consultant will intervene:

- Before the start of the work, to give an opinion on site proposals (borrow pits, quarries, depots, installations, etc.) and on the work planned to meet the Specific Environmental Requirements.
- During the construction site, to monitor the implementation of environmental measures.
- At the end of the work, in order to see the restoration of the various sites.

These TWO interventions, of one day each, will be the responsibility of the Control Mission.

### **I.6. Site log book and site meeting.**

The site log will be drawn up and signed each day by the representative of the Co-contractor on the site and by the representative of the Delegated Project Manager. It will be drawn up jointly according to a defined template and must contain at least the following daily information:

- Weather conditions
- The work carried out during the day, the personnel and equipment employed
- The progress of the work
- The requirements imposed
- Detailed work quantities
- Administrative operations relating to the execution and settlement of the contract
- Receptions and amenities
- Incidents, accidents or events that could have a subsequent impact on the maintenance of the works or the progress of the site
- Non-conformities
- Official visits.



The site log will be signed every day by the representative of the company and the Delegated Project Manager.

A weekly meeting, in which the Co-contractor and the Delegated Project Manager, and possibly the Contract Manager, will necessarily participate, will make it possible to discuss points relating to the performance of the contract, to evaluate the progress of the work and to specify any element that has not been defined clearly enough in the terms of the contract or before the start of the work.

The Delegated Project Manager may modify the frequency of the meetings without it being longer than 15 days.

The weekly meetings allow the Delegated Project Manager to have a precise idea of the progress of the site and to define a priori the actions to be taken to comply with the conditions of the contract.

These meetings will make the subject of minutes, drawn up by the Delegated Project Manager and signed by the Co-contractor and possibly the Contract Manager.

A model of daily sheet is annexed to this document.

### **1.7. Program of the Works**

Within twenty-one (21) days of the notification of the approval of the Contract, the Co-contractor must submit to the Project Manager, for approval, a detailed program for the execution of the works which must take into account all the constraints relating to the execution of the works.

This program for carrying out the work must be accompanied by the following documents, the list of which is not exhaustive:

- a note on the general installation of the site and including a plan of the installations,
- a schedule of supplies and supplies,
- a detailed statement of the equipment to be used on the site, including its characteristics, condition and value for each machine,
- a note on the working methods used as well as the quantitative details of the use of staff,
- the percentage of staff recruited in the work area,
- the Company's internal regulations,
- a list of supervisory staff,
- a provisional schedule of work progress,
- the quality control organizational plan,
- the temporary signalization plan for the construction site,
- the provisions relating to the consideration of the environment.

During the work, the Co-contractor must keep the work execution program up to date, taking into account the actual progress of the site. However, significant changes to this program can only be applied with the agreement of the Delegated Project Manager.

Whether it is the approval of the initial program for the execution of the works or its modifications during the works, the Delegated Project Manager will have a period of five (5) days to make known its agreement or observations on the proposed provisions.

The Co-contractor must make any changes prescribed by the Delegated Project Manager within eight (8) days from the date of their notification.

The effective start of the works will be subject to the approval of the program for the execution of the works by the Delegated Project Manager, without the deadline for the execution of the works being modified as a result.

The presentation of the planning, their follow-up and updates will be done in the following manner:

#### **General schedule of works:**

- It will be prepared in computerized form and presented in the form of a bar chart.
- The Co-contractor will be obliged to keep this planning up to date and to present any adjustments and their justifications on a monthly basis.

#### **Weekly activity schedule:**

- The Contracting Party will be required to present, each weekend, a detailed schedule defining the various activities it intends to undertake during the following week.
- The Delegated Project Manager will be able to provide his observations within 72 hours.

#### **The work program must specify:**



- A description of the arrangements and methods envisaged for the execution of the works.
- The materials used.
- The management staff of the site.
- The planning of execution.
- Any information that could be useful to the Delegated Project Manager to organize the inspection.

This program will be revised during the execution of the project as necessary.

### **I.8. DEFINITION OF THE WORK TO BE CARRIED OUT**

In a preliminary phase, the Co-contractor will carry out all the project verifications it deems necessary in order to be able to point out any anomalies, errors or omissions, not only in the study documents, but also on site. These verifications will focus in particular on the location of burrow pits for foundation materials and on deposits of pavement materials.

The Contracting Party shall present to the Delegated Project Manager the results of its comparison of the project with local conditions and its proposals for a possible modification of the project.

The final arrangements will then be made by mutual agreement. No execution of the works can be started on a given section until these final provisions have been adopted.

The Co-contractor acknowledges that it has taken into account the time constraints that will be incurred by these preliminary phases. It is understood, however, that the agreement between the parties must be reached within a maximum of ten (10) days following the submission of the results of the preparatory work to the Delegated Project Manager.

This period of ten (10) days is extended if the Delegated Project Manager deems it necessary to request geotechnical counter-tests.

### **I.9. MEETING TO START WORK**

During the site visit with the company in charge of carrying out the work, the Environmental Protection Unit must be present. The authorities and the population should be informed of the work that will be carried out and any comments from them should be collected. The information on the works must specify the routes and locations affected by the works and their duration. With the help of local NGOs, the Unit will be able to raise awareness of environmental aspects and human relations between the company's workers and the population.

## **II. ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

### **II.1. PROVENANCE**

The supply of all materials for earthworks and roadways or used in the composition of hydraulic works is the responsibility of the Co-contractor.

The Co-contractor must ensure with the manufacturers and suppliers that they accept the requirements of this Special Technical Specifications, both with regard to the quality of the materials and products and the conditions of control and testing.

The Co-contractor must submit the origin of all materials intended for the execution of this contract to the approval of the Delegated Project Manager before their implementation, and in good time, to comply with the program for the execution of the works.

The Co-contractor must justify its request with all the necessary elements: technical specifications, instructions for use and any contraindications.

The materials for backfill, substitutions, shoulders and roadway repairs will come from borrowings and quarries proposed by the Co-contractor for the approval of the Delegated Project Manager. The documentation accompanying the request must indicate the results of the corresponding tests according to the purpose of the materials.

The materials necessary for the construction of the embankments shall come as a matter of priority, if their qualities allow it and unless otherwise specified, from approved borrowings located at the shortest possible distances from the places of use: a sketch of the earth movements must be produced by the contractor.

The materials for the road course will come from deposits or quarries whose position must correspond to the optimal transport economy according to the geotechnical qualities required.



The Co-contractor must carry out at its own expense the surveys and tests that are necessary to determine the borrow pits and quarries and justify the quality of the materials, for which it remains solely responsible for their compliance with the specifications of the contract throughout the duration of the project.

These tests will be carried out on samples taken at different locations and depths of the borrow area. The Co-contractor shall provide the complete documentation to the Delegated Project Manager, who reserves the right to carry out the additional controls it deems appropriate, in the site laboratory at the expense of the Co-contractor

The Delegated Project Manager may withdraw its approval if it considers that the deposit no longer yields materials of suitable quality, without the Co-contractor being able to claim any compensation.

The Co-contractor must also submit the borrowing sites to the Delegated Project Manager and obtain their approval. If the proposed sites, the method of operation and the planned developments do not comply with the environmental requirements, the Delegated Project Manager will not be able to give its approval and the Co-contractor will have to either propose other sites, or modify the method of exploitation, or propose developments that comply with the requirements, without the Co-contractor being able to claim any compensation.

He will only be able to start exploiting the borrow pits and quarries after having received the written authorization of the Delegated Project Manager with regard to the Environmental Directives.

The Other Party shall bear all the costs of operating the borrow pits, in particular the opening and development of access roads, the clearing of brush and deforestation, the removal of topsoil or undesirable materials and their storage outside the limits of the borrow pit, as well as the prescribed environmental protection development works. The removal of soil and its disposal must comply with environmental requirements (see section II.3.). Drainage of borrowed areas will need to be done effectively.

Every effort should be made to ensure that runoff water can flow normally outside the road right-of-way without causing damage to shoreline properties.

No borrowing area shall be opened below the road within thirty (30) meters of the bed line, this distance being increased by the depth of the borrowing excavation. The bottom of the borrowing chambers will be adjusted so that water does not stay close to the road. The contracting party shall be required to construct at its own expense a system for the drainage of water and protection of the road (guard ditches, sumps, works under carriageways) in such conditions that it cannot cause flows harmful to the subsequent conservation of the road.

During the course of the work, the Co-contractor may only change the origin of the materials of the products manufactured with the written authorization of the Delegated Project Manager, provided that the replacement materials and products are of equivalent quality and meet the same requirements concerning their compliance with the standards in force.

## **II.2. QUALITY OF MATERIALS**

The Co-contractor shall submit the technical files relating to the quarries and areas for borrowed materials that it proposes to use. These areas will be those that he will have prospected and studied himself. In all cases, these zones must be located at least 30 meters from the road and 100 meters from homes and waterways.

The Delegated Project Manager must make known his decision or instructions on the exploitation of the borrowing area within 15 days.

The Co-contractor remains solely responsible to the Contracting Authority for the origin, the quarry search, the quality of the materials and their compliance with the requirements of the Contract.

### **II.2.1. Granite arena**

These materials will be natural gravel from the deposits indicated by the Contracting Authority, if applicable, and from new deposits proposed by the Co-contractor, if they meet the specifications given below, as well as the Environmental Requirements.

<b>ACCEPTABILITY CRITERIA</b>		<b>Specifications</b>
Bearing capacity CBR at 95 % of the OMP, 4 days steep		≥ 40
Maxi dry density at 95% of the OMP	T/m <sup>3</sup>	≥ 1,8
Plasticity index	Ip	≤ 25



Pourcentage of fines <0,08 mm	F	$5 \leq F \leq 30$
Plasticity modulus	F.I.P	<500
Linear swelling	%	<1
<b>QUALITY CRITERIA</b>		
D maxi	Mm	40
% pass at 10 mm	<10	35 – 90
% pass at 5 mm	<5	20 – 60
Refusal at 2 mm	>2	10 – 40

### **II.2.2. Rubble stones for masonry**

The rubble stones intended for the masonry of the drainage works will come from quarries already exploited or from quarries that the Co-contractor will open after approval by the Delegated Project Manager.

The rubble stones should be compact, without cracking, not subject to chipping, with sharp edges. Their shape should be as close as possible to a parallelepiped and be adapted to the type of structure to be built. The quality and shape of the rubble stones must be approved by the Delegated Project Manager.

### **II.2.3. BINDERS**

#### **- Cement**

The cements will come from factories approved by the Delegated Project Manager and must comply with the NF P 15-299, NFP 15-300 and NFP 15-301 standards. In accordance with these standards, these cements will be of the CPJ35 type. Any other type of cement will be subject to the approval of the Delegated Project Manager, who may ask the Co-contractor for the results of the self-control of the production plant.

The cement must meet the following conditions:

- Commencement of setting more than 3 hours,
- end of setting less than 6 hours,
- Expansion due to heat of less than 3 mm,
- mechanical resistance at 7 and 28 days in accordance with the NF P 15-451 standard,
- summary chemical analysis in accordance with the NF P 15-461 standard.

In all cases, the cements of the same specification will come from the same factory.

### **II.3. LABORATORY**

The Contractor must have a site laboratory. This laboratory will be equipped with all the instruments, tools and materials necessary to carry out the tests and studies provided for in this Special Technical Clauses. The Contractor shall assign for the functioning of the laboratory a sufficient number and quality of personnel to carry out all the tests and studies previewed. The equipment and personnel will be subject to the approval of the Delegated Project Manager.

The site laboratory must be operational from the effective start of the work requiring soil tests. The Delegated Project Manager and all his staff will have free access to this laboratory and its equipment for the duration of the work.

However, Labogénie, which will provide the geotechnical control, will carry out the verification tests it deems necessary.

In the event that the results of these tests are out of specification, the Contractor will make the necessary corrections and the laboratory fees for this work will be at the charge of the Contractor. Otherwise, the Administration will pay these costs.



### **III. METHOD OF EXECUTION OF THE WORK**

#### **III.1. INSTALLATIONS**

##### **III.1.1. Site installation**

The Co-contractor shall submit the location of its site facilities to the Delegated Project Manager for authorization and shall submit a plan of the facilities for approval.

The Company's general site facilities and general services include:

- land renting,
- the development of surfaces for the installation of buildings, areas for storing materials and parking for machinery and vehicles,
- the construction of any paved access roads and their maintenance,
- the implementation of means of communication: telephone, radio, and security
- the supply of water and electricity,
- the construction and equipment of the site laboratory located near the site,
- the construction of the Company's premises, housing, offices, workshops, shops, sanitary and social premises for the staff,
- the construction of offices for the control mission:
- the possible installation of the crushing and screening plant, including any transfers,
- fuel storage facilities,
- the signalization of the works, its guarding and its maintenance,
- all other provisions necessary for the proper functioning of the site,
- the dismantling and folding of the installations,
- any relocation as the site progresses,
- the restoration of the sites in accordance with environmental requirements, and any other conditions necessary for the proper execution of the work within the deadlines set;

##### **III.1.2. Implantation**

The Co-contractor will carry out the prospection, the necessary formalities, the development, and will bear the costs of preparing the land necessary for the establishment of fixed and mobile installations, storage areas, deposits and quarries. The location and development of these lands must be approved by the Project Manager.

Regardless of the choice of the Co-contractor as to the location of these sites for site facilities, storage areas or quarries, it will remain fully responsible for the completion of the work within the stipulated deadlines.

The chosen site must be at a distance of at least:

- 30 m from the road,
- 50 m from a lake or river,
- 50 m from the houses.

The site must be chosen outside sensitive areas, in order to limit bush clearing, shrub uprooting, and tree felling. In the site installation area, the pruning and felling of trees whose diameter measured at 1m from the ground is greater than 20 cm will be carried out after prior agreement of the Delegated Project Manager according to a felling plan previously established.

##### **III.1.3. Internal regulations**

The internal regulations of the site installation must specifically mention the safety rules, prohibit the consumption of alcohol during working hours, prohibit hunting, the consumption of bush meat, the use of firewood, make staff aware of the danger of Sexually Transmitted Diseases, respect for the habits and customs of the population and human relations in general.

##### **III.1.4. Withdrawal from the site**

At the end of the work, the Co-contractor will carry out all the work necessary for the restoration of the premises (road and its environment, site base and facilities, shelters, borrow pits and quarries, places where materials are deposited, etc.). The Co-contractor will have to fold up all its equipment, machinery and materials. He will have to demolish any fixed installation, such as foundation, concrete or metal support, etc. demolish the concrete areas,



decontaminate the soil if this was the case, or in general restore the site to its state as close as possible to its initial state. He will not to abandon any equipment or materials on the site or in the surrounding area. For the disposal of demolition materials, the Co-contractor must obtain the site approval of the Delegated Project Manager. The materials must be covered with a layer of soil, and the site must receive adequate drainage to prevent erosion.

If it is in the interest of the Contracting Authority or a local authority to recover the fixed installations, for future use, the Contracting Authority may ask the Co-contractor to transfer to it without compensation the installations subject to demolition during a withdrawal.

After the equipment has been removed, a report drawn up under the responsibility of the control mission will record the restoration of the site. It must be attached to the minutes of acceptance of the work. The payment of the lump sum for the withdrawal of the equipment can only be paid in view of this report.

### **III.1.5. Miscellaneous**

The site signalization will take into account a 30 km/h limit for site vehicles when crossing villages.

#### **Generalities**

However, the existing platform will not be expanded. As much as possible, earthworks will be minimized. Special attention must be paid to the slopes, which must not be less than 3% on either side of the axis in a straight section and which may reach 6% in curves.

#### **Exploitation of borrow pits**

The Co-contractor will be responsible for:

- the acquisition or temporary occupation of land necessary for the exploitation of all material borrow pits,
- compensation to owners for any damage caused by the work (deforestation, destruction of crops, impossibility of cultivation during the temporary occupation of the site, etc.),
- the discovery of borrow pits and the restoration to their initial state.

The search for borrow pit materials is carried out by the Co-contractor on the basis of the requirements defined by this STC.

Within thirty (30) days, at the latest, following the notification of the service order to start the works, the Co-contractor is required to submit to the Delegated Project Manager for approval, the list of borrow pits that it intends to use for the execution of the works subject of the contract. To this end, he submits a complete file for each borrow pit, which includes:

- a site plan,
- the results of the prospection,
- laboratory results unambiguously defining the characteristics of natural materials before, and possibly after treatment, the estimated power of the deposits with supporting documents (field measurements and calculations),
- the schematic scheme adopted for the operation of the borrow pit,
- a technical note defining, on the basis of the initial conformity tests carried out by the Co-contractor, the use and destination (basic element of the movement of earth) of the materials in question.

All the costs of preparing these various files are the responsibility of the Co-contractor.

The Delegated Project Manager has fifteen (15) days, following the date of submission of the files defined above, to give his total or restrictive approval, or to refuse the use of the proposed borrow pit. If the Delegated Project Manager authorizes the operation of a borrow pit, he must specify the limits of use of the latter. Finally, with regard to all extraction materials, the Delegated Project Manager may withdraw his approval for a given borrow pit, if he considers that, in the light of the control tests, the deposit no longer supplies materials meeting the specifications.

The sites of deposits or quarries selected after preliminary geotechnical tests are cleared, cleared of bush and stumps, if necessary.

The surface layers are carefully stripped until the material to be extracted has sufficient homogeneity and cleanliness. The stripping products are pushed to the periphery of the operating area, in order to be used for the remodeling of the land after work, in accordance with environmental regulations.

The materials to be used to make the layers of the road body are previously stacked in heaps, before being taken back for loading into the transport equipment. This method of exploitation is recommended, in order to obtain good homogenization, and to avoid the indiscriminate setting of unusable underlying materials.



If extraction must be done in the rainy season, the stock of stacked material must be limited because rainwater penetration is facilitated on aerated material. It is imperative not to stack a volume greater than the needs of a working day.

In all cases, it is necessary:

- to provide slopes that promote water evacuation,
- provide for basic evacuation arrangements at low points,
- to keep the construction tracks in good condition to avoid ruts, puddles, or stagnant water.

The Co-contractor must use the known borrow pits (the location of which is given only as an indication in the plan files) in the event that they still contain materials that meet the specifications and after written agreement of the Delegated Project Manager, but must look for new ones with the aim of reducing the transport distance of the materials.

After each borrow pit has been used, the Co-contractor is required to redevelop the surface area to return it to its original purpose, in accordance with environmental regulations.

The Co-contractor must have a perfect knowledge of the places from which he can supply his site with water for watering the soils to be compacted. This water must not contain organic matter that could interfere with the setting of hydraulic binders.

### **III.2. Backfill from borrow pits**

#### ***Generalities***

The objective of the earthworks is to obtain a rollable width of 6 meters, 40X40cm rectangular ditches in accordance with the typical cross-sections. However, the existing platform will not be expanded. As much as possible, earthworks will be minimized.

Special attention must be paid to the slopes, which must not be less than 3% on either side of the axis in a straight section and which may reach 6% in curves.

#### ***Exploitation of borrow pits***

The Co-contractor will be responsible for:

- the acquisition or temporary occupation of land necessary for the exploitation of all material borrow pits,
- compensation to owners for any damage caused by the work (deforestation, destruction of crops, impossibility of cultivation during the temporary occupation of the site, etc.),
- the prospection of borrow pits and the restoration of the premises.

The search for borrow pit materials is carried out by the Co-contractor on the basis of the requirements defined by this STC.

Within thirty (30) days, at the latest, following the notification of the service order to start the works, the Co-contractor is required to submit to the Delegated Project Manager for approval, the list of borrow pits that it intends to use for the execution of the works that are the subject of the contract. To this end, he submits a complete file for each borrow pit, which includes:

- a site plan,
- the results of the recognition,
- laboratory results unambiguously defining the characteristics of natural materials before, and possibly after treatment, the estimated importance of the deposits with supporting documents (field measurements and calculations),
- the schema in principal adopted for the operation of the borrow pit,
- a technical note defining, on the basis of the initial conformity tests carried out by the Co-contractor, the use and destination (basic element of the movement of earth) of the materials in question.

All the costs of preparing these various files are at the responsibility of the Co-contractor.

The Delegated Project Manager has fifteen (15) days, following the date of submission of the files defined above, to give his total or restrictive approval, or to refuse the use of the proposed borrow pit. If the Delegated Project Manager authorizes the operation of a borrow pit, he must specify the limits of use of the borrow pit, it must specify the limits of use of the latter. Finally, with regard to all extraction materials, the Delegated Project Manager may withdraw his approval for a given borrow pit, if he considers that, in the light of the control tests, the deposit no longer supplies materials meeting the specifications.



The sites of deposits or quarries selected after preliminary geotechnical tests are cleared, cleared of bush and stumps, if necessary.

The surface layers are carefully stripped until the material to be extracted has sufficient homogeneity and cleanliness. The stripping products are pushed to the periphery of the operating area, in order to be used for the remodeling of the land after work, in accordance with environmental regulations.

The materials to be used to make the layers of the road body are previously stacked in heaps, before being taken back for loading into the transport equipment. This method of exploitation is recommended, in order to obtain good homogenization, and to avoid the indiscriminate setting of unusable underlying materials.

If extraction must be done in the rainy season, the stock of stacked material must be limited because rainwater penetration is facilitated on aerated material. It is imperative not to stack a volume greater than the needs of a working day.

In all cases, it is necessary:

- to provide slopes that promote water evacuation,
- provide for basic evacuation arrangements at low points,
- to keep the construction tracks in good condition to avoid ruts, puddles, or stagnant water.

The Co-contractor must use the known borrow pits (the location of which is only given for information purposes in the plan files) in the event that they still contain materials that meet the specifications and after written agreement of the Delegated Project Manager, but must look for new ones in order to reduce the distance of transport of the materials.

After each borrow pit has been used, the Co-contractor is required to redevelop the surface area to return it to its original state, in accordance with environmental regulations.

The Co-contractor must have a perfect knowledge of the places from which he can supply his site with water for watering the soils to be compacted.

This water must not contain organic matter that could interfere with the setting of hydraulic binders

All the land located under the base of the embankments must be compacted by the Co-contractor, so that the dry density of the soil in place is at least equal to 90% of the OMP, to a thickness of at least 30 centimeters (for 95% of the measurements, with a minimum of 85%).

If the embankments to be carried out consist of raising and/or widening existing embankments or recovering eroded embankments, the embankment work must be carried out in such a way as to limit the shear between the ground in place and the material added. In order to improve the overall binding together, any widening or re-enplaning of the embankment must be carried out by successive steps (redans) anchored in the existing embankment, after intersecting the latter. These recesses must allow the passage of compaction machines. In order to achieve the required compactness over the entire width of the final embankment, the Co-contractor must provide for an extra width of 25 cm for each step, to be removed by cutting after compaction.

The backfill materials are used in horizontal layers, the thickness of which is determined according to the compaction means available. This maximum thickness is defined for each type of soil backfilled. However, it is limited to 30 cm.

The means of compaction that the Co-contractor intends to use for the execution of the works must be adapted to the different types of soil encountered during the earthworks. The work can only begin if the Co-contractor has brought to the site the machinery and equipment whose nature and number have been approved.

A layer can only be placed and compacted if the previous layer has been accepted after verification of its compaction. The Other Party is obliged to await the result of the corresponding laboratory tests. He may only request the reception of a layer if all the compactness is higher than the minimum required.

In order to carry out compaction under optimum conditions, the material must be brought to a water content equal to that of the OMP, plus or minus 2% (wetting by watering or drying by scarification, if necessary).

The embankments are methodically compacted until a dry density equal to is obtained:



- 92% of the dry density of the OMP, up to 30 cm below the dimension of the base (for 95% of the measurements, with a minimum of 90%),
- 95% of the dry density of the OMP, for the last 30 centimeters, up to the level of the base (for 95% of the measurements, with a minimum of 92%).

The control of the compaction value is carried out by measuring the dry density "in situ", with a membrane densitometer, for each layer.

For each layer of backfill, the following will be carried out to control the implementation:

For the base of the embankments:

an in-situ density measurement every 1,000 m<sup>2</sup>,

For the body of the backfill (except the top layer of 30 cm):

- an in-situ density measurement every 1,000 m<sup>2</sup>,

A test board will be made for each homogeneous area in order to determine the compaction workshop and the number of passes necessary to achieve the required compactness.

Embankments adjacent to the structures

The characteristics of the materials used for the embankments adjacent to the structures have been defined in section 11.4.

The embankment base will first be compacted to 95% of the Optimal Modified Proctor density.

The backfill will then be implemented in horizontal elementary layers not exceeding fifteen centimeters (15 cm) after compaction. The dry density after compaction will be at least equal to 95% of the Optimal Modified Proctor density.

Over a width of one meter behind the masonry, the embankments shall be free of elements whose largest dimension would exceed 40 mm.

In the annular zone adjacent to the structure, compaction may only be carried out by means of small machines of the "vibratory plate" type or small vibratory rollers, the characteristics of which must be subject to the approval of the Delegated Project Manager.

The methods of compaction must be defined according to the characteristics of the material used, the thickness of the layers used and the performance of the material chosen.

The embankments will be executed in accordance with the execution plans. They will be carefully shaped.

The surplus purge materials or backfill materials will be deposited at locations approved by the Delegated Project Manager. The materials deposited in depot will be regaled and must not in any way hinder the normal flow of water. The material deposits will all be made downstream of the structure and at a distance of at least 10 meters from the watercourse. Arrangements will be made to ensure that the materials thus deposited are not carried into the bed of the watercourse.

Reception of the implementation of the embankments

The embankments used will be received by layer, mainly by measuring the dry density in-situ with a membrane densitometer. The required compactness rate is 95% of the Optimal Modified Proctor density. However, the Delegated Project Manager reserves the right to use any other means to ensure that the embankments have been implemented according to the rules of the art. In particular, he will be able to use the in-situ CBR measurement using the DCP penetrometer or order the measurement of in-situ densities at depth. If 20% of the results of the verification tests carried out in this way are out of specification, the Other Party shall be obliged to resume the compaction and the costs of the tests shall be fully imputed to it.

### **III.3. MATERIALS FOR MORTAR, CONCRETE AND REINFORCED CONCRETE**

**Sand:** The sand will come either from rivers or from crushing. The equivalent of sand will be greater than 80% and the percentage of very fine elements removed by settling must be less than 4%.

Sand for mortar:

The proportion of elements retained on the sieve of 35 (sieve d 2.5 mm) must be greater than 10%.



### Sand Concrete:

The granularity must fit into the following range:

AFNOR Modula	Mesh of the sieve (mm)	Sieved (%)
38	5	95 - 100
35	2,5	70 - 90
32	1,25	45 - 80
29	0,63	28 - 35
26	0,315	10 - 30
23	0,16	2 - 10

The Delegated Project Manager may request that the sand be washed before use.

The granularity is controlled by the fineness modulus (between 2.2 and 2.8), the value of which must not deviate by more than 0.20, in absolute value, from the fineness modulus of the aggregate of the study.

It will be previewed to carry out a sand equivalent measurement and a grain size at each delivery.

**Aggregates:** They will come from lodge or quarries selected by the Co-contractor and approved by the Delegated Project Manager. The aggregates must be clean (% of elements removed by settling less than 2%) and of a particle size suitable for their use.

The maximum proportion by weight of aggregates for quality concrete undergoing 0.5 sieve washing shall be less than 1.5%.

Each particle size composition is proposed by the Co-contractor for the approval of the Delegated Project Manager, at the same time as the composition of the concrete.

The granularity of the aggregates is set at:

- for reinforced concrete B 350: 5/25 mm resulting from the mixture of two classes 5/12.5 and 12.5/25,
- for B 300, B 250 and B 150 concrete: 5/40 mm resulting from the mixture of TWO classes 5/12.5 and 12.5/25 and 25/40.

The weight of aggregates retained on the sieve corresponding to the upper threshold of each granular class is less than ten percent (10%) of the initial weight subjected to screening, and the weight of aggregates passing through the sieve corresponding to the lower threshold is less than five percent (5%) of the initial weight subjected to screening.

### ***Tests to be carried out***

The samples are taken in the presence of the Delegated Project Manager or his representative. The expenses of taking samples and tests shall be borne by the Co-contractor. All tests of reception are carried out in the site laboratory.

a) Prior to the study of the concrete, and for each quarry used, the Co-contractor must carry out at least the following tests on the aggregates:

- 2 particle size analysis tests by sieving
- 1 Los Angeles try
- 1 superficial cleanliness test
- 1 flattening coefficient test.

After receiving the results of these tests, the Delegated Project Manager has a period of eight (8) days to give his approval or formulate his observations. After this period, the approval is supposed to be acquired.

In the event of non-compliant granularity, cleanliness or shape, concrete studies (as well as concreting) cannot start until the Co-contractor has demonstrated that it can produce compliant aggregates.

(b) During subsequent production, it is previewed:



- 1 aggregate cleanliness test per batch of 100 m<sup>3</sup> of aggregates,
- 1 particle size analysis test per batch of 200 m<sup>3</sup> of aggregates,
- at least 1 aggregate cleanliness test and 1 particle size analysis test per delivery.

The Project Manager may, if it deems it useful, increase the number of tests given above, it being understood that the costs of these additional tests shall be borne by the Project Owner if their result is satisfactory, and by the Co-contractor if not.

In the event of an unsatisfactory result of a test, the Delegated Project Manager shall have two counter-tests carried out at the expense of the Co-contractor. If the result of any of the retests is not satisfactory, the corresponding batch is rejected, otherwise it is accepted.

#### **Mixing water**

The Co-contractor must procure at its own expense the mixing water for the manufacture of concrete. It may, in general, come from water points near the works or from rivers, provided that its quality meets the conditions stipulated below. Otherwise, the water comes from other sources (boreholes, wells, etc.).

The mixing water must be clean, unsalted, practically free of suspended solids and dissolved mineral salts, especially sulphates and chlorides. The use of water from marshes or peat bogs is prohibited.

It must meet the specifications of the NF P 18-30 standard.

#### **Curing product**

The curing product for concrete is subject to the approval of the Delegated Project Manager by the Co-contractor, at the time of the study of the composition of the concrete. It is applied to the concretes that have been tested for suitability. The outcome of this decision shall determine the approval decision.

**Cement:** They will be of CPJ class 35 and will come from an approved factory.

**Steels:** The steels come from factories recognized and approved by the Delegated Project Manager. Their supply is the responsibility of the Co-contractor. At the request of the Delegated Project Manager, the Co-contractor must produce the invoices, certificates of origin and corresponding test results from the factories or foundries of origin. The use of welded bars is strictly prohibited. The transport of steel does not constitute a separate item giving rise to special remuneration.

The duration and conditions of storage of the reinforcement must be subject to the approval of the Delegated Project Manager. These conditions must provide for storage on a floor at least 0.30 m above the ground, sheltered from the rain, which may be made up of a tarpaulin.

The different batches of steel will have to be clearly separated.

#### **Smooth round reinforcement:**

##### **Steel Grade**

The mild steels are of the Fe E 24 grade, which comply with the specifications of Chapter II of Title I of Fascicle 4 of the French GTC, and with the NF A 35-015 standard.

In accordance with Article 9 of Title I of Part 4, these steels are exempt from type-approval tests if they are supplied by an approved producer. When the producer is not approved, or when it is a supplier, the Delegated Project Manager reserves the right to apply the revenue measures provided for in Articles 10, 11, 13 and 14 of Title I of the said fascicle. In this case, the tests are the responsibility of the supplier or the Co-contractor.

##### **Domaine of use**

Mild steels are used:

- as shrink-fit reinforcements,
- as mounting bars,
- as standby reinforcement with a diameter of less than or equal to ten (10) millimeters if they are exposed to bending and unfolding,
- for all secondary reinforcement that does not contribute to the mechanical strength of the sections of structures.

The welded mesh used for concrete ditches complies with the NF A 35-015 and NF A 35-022 standards. Fe TLE 500 steel wires are smooth and have a yield strength of 500 MPa or more. The wires have a diameter of 4 mm. The mesh is 150 x 150 mm square.



### **High-adhesion reinforcement**

The conditions of use of these reinforcements must comply with the recommendations included in their identification sheet established by the French GTC, fascicle 4, title I.

#### Preparation

In the absence of weldable steel, any welding points on the construction site is prohibited. The steel bars shall be supplied in lengths of at least 6 m. They should be perfectly clean, with no traces of loose rust, paint, grease, cement or soil.

The reinforcement is shaped on a template and put in place in accordance with the calculations and working drawings approved by the Delegated Project Manager, in compliance with the following requirements:

- Article 33 of fascicle 65 of the French CCTG,
- Title I, Section I of Fascicle 62 of the French CCTG.

They are cut and cold-fitted.

The concrete cover of any reinforcement is in principle at least equal to two decimal five (2.5) centimeters for formwork facings; it can be modified by the Project Manager if necessary.

#### Steel Grade

High-adhesion reinforcement for reinforced concrete is made of Tor steel or equivalent, of class Fe E 40A defined in Chapter III of Title I of Fascicle 4 of the French GTC, and complies with the NF A 35-016 standard.

The Co-contractor may, however, propose the use of Fe E 45 or 50 steel only for steels that do not require extensive shaping.

Only Fe E 40A steels may be used to form bent reinforcement, frames, pins and stirrups not intended in smooth circles.

## **IV. METHOD OF EVALUATING THE WORK**

### **IV.1. GENERAL CONDITIONS OF EVALUATION**

The services are remunerated to the Co-contractor by applying the prices on the schedule to the quantities actually executed, in accordance with the contract requirements. These quantities must be ascertained and approved by the Engineer.

The Co-contractor is deemed to have a full knowledge of all the conditions and constraints imposed for the proper execution of the works, and of all the local conditions likely to have an influence on this execution, and in particular:

- the nature and quality of the soil and terrain,
- the conditions of transport and access to the sites,
- the normal water and rainfall regime in the region concerned by the project,
- exploitable water points.
- He may therefore not raise any claim based on unforeseen difficulties or constraints, except in cases of unforeseen circumstances.
- The prices of the schedule remunerate all expenses relating to the proper execution of the work and include:
  - all labor costs,
  - the expenses incurred by regulations on the health and safety of workers, and by compliance with the Highway Code and the Labor Code,
  - the cost of various supplies such as cement, iron, bitumen, fuel, lubricants, ingredients, etc., and their transport to the site regardless of their origin and place of supply,
  - the costs of topographical surveys and implementation, reports and drawings,
  - all costs of prospecting for materials, identification of deposits, laboratory tests (including the development of formulations (cold asphalt, surface coatings, bituminous concrete, hydraulic concrete), the control tests provided for in the TPC and the measures necessary to verify the calculations), the test boards (foundation,



- base, road support layers, etc.). for dirt roads, surface coatings, and bituminous concrete) and the costs of auto control of the work carried out,
- the costs of developing borrowing and depositing sites, temporary tracks of all kinds for access to quarries, pits and water points,
- the costs inherent in maintaining traffic during the works, including the development and maintenance of diversions, the maintenance of the existing road, the installation and maintenance of adequate signage, until provisional acceptance,
- all the costs of site installations, depreciation of equipment and tools, security,
- the removal of all temporary installations and the restoration of the premises,
- the restoration of the site surroundings,
- all the costs of transporting and recovering equipment, materials and tools,
- incidental expenses and the costs of the conditions of perfect execution and manufacture to obtain the qualities defined by the specifications,
- all the constraints as well as all the contingencies, overheads and profits of the Company,
- All maintenance charges during the guaranty period.

The performance of all geotechnical tests and the compliance of the results of these tests with the requirements of this technical specifications are a condition for the work to be attached.

#### **IV.2. DEFINITION OF PRICES**

Unit prices are defined below:

##### **SERIES 000 - CONSTRUCTION SITE INSTALLATION**

##### **Site installation (price 001)**

This price includes:

- the costs of acquiring or temporarily occupying the necessary land, compensation of any kind;
- surface preparation, construction, fitting out of the construction site huts, workshops, warehouses, housing, offices and laboratories of the Co-contractor;
- the supply of drinking water and electrical energy to the site and the evacuation of waste water after degreasing and purification by septic tank,
- means of communication (telephone, fax, radio, etc.);
- the costs of maintenance, cleaning and operation of premises, workshops and warehouses, including security;
- the development and maintenance of access roads to the site;
- fuel storage facilities;
- the establishment, control and verification of execution plans;
- the subjections necessary for the execution of works under traffic, the necessary dispositions in terms of signalization to ensure the smooth flow of traffic and the safety of the site;
- the partial or total relocation of these installations during the construction site;
- The costs of restoring the premises after work (road and its environment, base and site facilities, deposits, borrow pits and quarries, places where materials are deposited, etc.), in accordance with the clauses of the SAC and environmental regulations,
- the bringing in and retreating of the equipment and machinery necessary for the execution of the work;

The lump sum will be paid at the rate of eighty percent (80%) as soon as the Company is actually installed, the remaining twenty percent (20%) will be paid after the withdrawal of the Company's facilities and the delivery of the as-built plans.

It is essential that all the elements of the site installation, including the fully equipped and functioning laboratory, are in place so that the 80% flat rate can be paid; A missing element removes the right to payment of the entire package.

The attention of the companies is drawn to the fact that, for a multi-year contract, the cost of the site installation is calculated for all the campaigns corresponding to the firm tranche and the subsequent conditional tranches.

### **Geotechnical Studies and execution program (Price 002)**

This price includes:

- All geotechnical studies relating to this project as indicated in the ToR, before, during the works.
- Foundation penetrometer tests
- Soil studies.
- Establishment of a well-equipped on-site geotechnical laboratory.
- All geotechnical tests, before, during and after execution.
- Establishment of execution program and working documents.
- All charges included in the completion of this task
- All constraints

The quantity to be taken into account, established by both parties, is a **lump sum (ls)**

### **Elaboration of as build plan (003 Price)**

This price includes:

- The establishment of the as-build plan.
- The reproduction in four copies.
- All charges included in the completion of this task.
- All constraints

The quantity to be taken into account, established by both parties, is a **lump sum (ls)**

## **SERIES 100 – SITE PREPARATION**

### **Site clearance (price 101)**

This task consists of clearing the land by bush clearing, stripping topsoil of all thicknesses and removing poorly maintained soil; it is carried out within the existing road bed and the right-of-way of the works in accordance with the directives of the Delegated Project Manager and the requirements of this STC.

This price includes:

- the clearing of land, the uprooting of grass, bush clearing, plantations and hedges along the entire extent of the shoulders and side ditches,
- felling and cutting down trees regardless of their circumference,
- bush clearing, stump removal, removal of the roots of these shrubs and trees regardless of their circumference,



- the collection, removal, transport, evacuation of trees, shrubs, stumps and their disposal outside the right-of-way in a place approved by the Delegated Project Manager,
- backfilling of holes created by stump removal,
- the removal of topsoil, ditch cleaning products and any material unsuitable for reuse as backfill, its loading, its transport regardless of the distance, its unloading and its temporary or permanent storage in a place approved by the Delegated Project Manager, including environmental protection measures,
- any subjection relating to stripping, cleaning the terrain in large or small widths.

The quantity taken into account is the **lump sum (ls)** regardless of the condition of each of the two verges, which is noted by both sides.

#### **Diversion from the watercourse or road (price 102)**

It consists of all the tasks necessary to divert the watercourse or road;

- The cofferdam;
- Any temporary structure intended to ensure the flow of traffic during the works;
- all constraints related to the smooth flow of traffic.

The quantity taken into account is the **lump sum (ls)**

#### **Demolition of existing structures (price 103)**

This price remunerates in **unit (U)** for demolition of a concrete structure or part of a structure.

It includes:

- any excavations,
- the demolition of the structure by any means whatsoever,
- the extraction, loading, transport over all distances and unloading of rubble and demolition products at disposal sites approved by the Delegated Project Manager,
- backfilling and compaction of the excavations required for the demolition of the foundations,
- any subjection related to compliance with environmental regulations.

The quantity to be taken into account is the volume, measured in place before the contradictory destruction, in units, of the structure actually demolished.

The quantity to be taken into account, which is contradictorily established, is the **lump sum (ls)**.

#### **Implantation (price 104)**

This price is remunerated in **lump sum (ls)** for the installation of the structure.

It includes:

- Layout of the structure with the appropriate topographical equipment, such as theodolites, Total Station, etc. By respecting the dimensions of the structure;
- any other tasks necessary to carry out this task.

The quantity to be taken into account, which is contradictorily established, is the **lump sum (ls)**.

### **SERIES 200 – EARTHWORKS**

#### **Excavation of trenches (price 201)**

This price is remunerated per **CUBIC METRE (M3)** of excavated material made.

It includes:

- Excavations for foundation according to the results of the geotechnical study;
- Any other excavation necessary for the execution of the work;
- Arrangement of the earth cleared in the area approved by the Delegated Project Manager;
- Any other subsection.

### **Fill from borrow pit (price 202)**

This price remunerates the realization of backfill from borrow pit for the execution of all backfill in large or small mass, in accordance with the specifications of this STC.

This price includes:

- the preparation of quarry or borrow pit, the opening and maintenance of accesses and traffic lanes within the perimeter of the zone of exploitation,
- expropriation costs, any compensation for the destruction of crops or loss of use of the premises, any extraction royalties,
- the opening of borrow pits and quarries, including clearing, felling of trees, removal of topsoil and discovery,
- the extraction of materials, their storage or recovery from any stocks,
- the supply of materials on the ground including loading, transport not exceeding 5000 m, unloading, and storage,
- spreading of materials in compatible layers with the means of compaction and the nature of the materials and compaction as defined in the description of the works,
- watering or aeration necessary to obtain better compaction,
- compaction by appropriate means,
- the restoration of the premises,
- any subsection related to compliance with environmental regulations.

The quantity to be taken into account is the **CUBIC METRE (m3)** measured in place, resulting from contradictory attachments.

### **Plus-value on price 202a (price 202b)**

Not applicable

### **Opening of water-way up and downstream (price n° 203)**

This price remunerates for clearing and cleaning and rehabilitating water-way up and downstream to ensure better flow of runoff within the existing project right-of-way.

It includes:

- all access subsections,
- weeding, deforestation, uprooting, felling and stump removal of existing trees regardless of the diameter,
- the extraction of all materials and their loading,
- transport to the approved place of deposit regardless of the distance,
- Unloading and levelling of materials at the place of deposit.



The quantity to be taken into account is the surface area measured in **SQUARE METER (m<sup>2</sup>)** actually cleared as a result of a contradictory quantity survey.

### **SERIES 300 – BOX CULVERTS OF 2X2M AND 1X1M**

#### **Rubble stones (hard core) (price 301)**

This price remunerates per **CUBIC METRE (m<sup>3</sup>)** the construction of rubble from borrowed material for the execution of all embankments in large or small mass, in accordance with the specifications of this STC during the execution of the foundation.

- Cost of transport and putting in place;
- Repacking and display of the blocks.

Any other tasks necessary the execution of this task.

#### **Blinding concrete (price 302)**

This price remunerates per **CUBIC METRE (m<sup>3</sup>)** the manufacture and installation of concrete dosed at 150 kg of cement per cubic meter of concrete, in accordance with the execution plans approved by the Delegated Project Manager and the specifications of this CCTP.

It includes:

- the supply and transport to the site of all the materials necessary for the fabrication of concrete and its putting in place,
- earthworks, including excavations in terrain of all kinds,
- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,
- the casting of concrete, the possible treatment and patching of surfaces,
- removal of formwork, backfilling, damming or compaction, restoration of the surroundings,
- all execution constraints.

The quantity to be taken into account is the result of the cubic measurements (m<sup>3</sup>).

#### **Reinforced concrete dosed at 400kg/m<sup>3</sup> for retaining wall (price 303)**

This price remunerates per **CUBIC METRE (m<sup>3</sup>)** the fabrication and casting of reinforced concrete dosed at 400 kg of cement per cubic meter of concrete, in accordance with the execution plans approved by the Delegated Project Manager and the specifications of this Technical Specifications.

It includes:

- the preparation of the parts to be repaired, the possible demolition of part of the existing structure or its entirety being paid for elsewhere,
- the supply and transport on site of all the materials necessary for the fabrication of concrete and its casting,
- earthworks, including excavations in terrain of all kinds,
- formwork and reinforcement,
- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,
- the casting of concrete, the possible treatment and patching of surfaces,
- removal of formwork, backfilling, damming or compaction, restoration of the surroundings,

- all execution constraints.

The quantity to be taken into account results from the quantities

#### **Construction of box culvert in reinforced concrete (prix 304a, b)**

This price remunerates per **LINEAR METRE (lm)** the construction of box culverts in reinforced concrete, in conformity with the typical plans of the documents of the call for tender, the execution documents and the specifications of the present STC.

It includes:

- the supply and transport on site of all the materials necessary for the fabrication of concrete and its casting,
- the implantation and pegging of the structure,
- earthworks, including excavations in terrain of all kinds and all nature,
- formwork and reinforcement,
- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,
- the casting of concrete, the possible treatment and patching of surfaces,
- removal of formwork, backfilling, damming or compaction, restoration of the surroundings,
- all execution constraints, related in particular to environmental prescriptions.

The price is applied in **LINEAR METER** of box culvert realized, to be considered is that dimension between the interior sides of the walls.

**Prix n ° 304a box culvert of 1,0 x 1.0**

**Prix n ° 304b box culvert of 2,0 x 2,0**

#### **Construction of box culvert heads in reinforced concrete (prix 305a, b)**

This price remunerates per **UNIT (U)** the construction box culvert heads in reinforced concrete, in conformity with the typical plans of the documents of the call for tender, the execution documents and the specifications of the present STC.

It includes:

- the supply and transport on site of all the materials necessary for the fabrication of concrete and its casting,
- the implantation and pegging of the structure,
- earthworks, including excavations in terrain of all kinds and all nature,
- formwork and reinforcement,
- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,
- the casting of concrete, the possible treatment and patching of surfaces,
- removal of formwork, backfilling, damming or compaction, restoration of the surroundings,
- all execution constraints, related in particular to environmental prescriptions.



The price is applied in **UNIT (U)** of box culvert head realized, to be considered is that dimension between the interior sides.

**Prix n ° 305a** box culvert heads of 1,0 x 1.0

**Prix n ° 305b** box culvert heads of 2,0 x 2,0

#### **Coat of bituminous paint for protection against humidity**

This price remunerates in **LUM SUM (ls)** the realization of bituminous coat on the external surfaces of the box culverts including the heads.

It includes:

- acquisition of the bitumen,
- application on the external surfaces of the structure
- all execution constraints, related in particular to environmental prescriptions.

The price is applied in **LUM SUM (ls)** of a coat of bituminous paint on the external surfaces of the structure.

#### **SERIES 400 – EQUIPMENT**

##### **Galvanized guardrails (price 401)**

Not applicable

##### **Whip holes (Barbican) (price 403)**

Not applicable.

##### **Drainage (price 404)**

Not applicable

##### **Traffic signs (price 405)**

Not applicable

##### **Beacons (price 406)**

Not applicable

#### **SERIES 500 – drainage**

##### **Construction of 40x40cm reinforced concrete rectangular ditch (price n°501)**

This price remunerates the construction of a rectangular reinforced concrete ditch with dimensions of 40x40cm, in accordance with the standard plan of the tender documents, the execution program and the specifications of this STC.

It includes:

- site preparation and implantation,
- mechanical or manual opening in terrain of all kinds according to the typical profile,
- the operations of putting the gauge and adjusting the longitudinal slope,
- removal and disposal of surplus earth out of the right-of-way,

- the supply of materials, formwork and reinforcement on site,
- the manufacture of B 350 concrete, the placing of reinforcement and formwork, the casting of concrete, tightening, smoothing and any patching,
- any constraints related to temporary construction site signalization and traffic conditions.

In the case of prefabrication, it includes the installation and repointing of the prefabricated elements.

## **V. ENVIRONMENTAL PROTECTION**

### **V.1. SITE INSTALLATION**

The Co-contractor will propose to the Project Manager, before the start of the work, the location of its site installations and will request by verbal note (site report as proof) its installation authorization.

The site must be chosen outside sensitive areas, in order to limit bush clearing, shrub uprooting, and tree felling. In the site installation area, the pruning and felling of trees whose diameter measured at 1m from the ground is greater than 20 cm will be carried out after prior agreement of the Delegated Project Manager.

The site must provide for adequate drainage of water over its entire surface. The maintenance and washing areas of the machines must be concreted and provide a sump for the recovery of oils and greases. These maintenance areas should have a slope to a specially constructed sump pit and to the inside of the subgrade to prevent the flow of pollutants onto the unpaved soil.

At the end of the work, the Co-contractor will carry out all the work necessary to restore the premises. The Co-contractor will have to fold up all its equipment, machinery and materials. He will have to demolish any fixed installation, such as foundation, concrete or metal support, etc. demolish the concrete areas, decontaminate the soil if this was the case, or in general restore the site to its state as close as possible to its initial state. He should not abandon any equipment or materials on the site or in the surrounding area. For the disposal of demolition materials, the Co-contractor must obtain the site approval of the Delegated Project Manager. The materials must be covered with a layer of soil, and the site must receive adequate drainage to prevent erosion.

After the equipment has been removed, a report drawn up under the responsibility of the control mission will record the restoration of the site. It must be drawn up and attached to the minutes of acceptance of the work. The payment of the lump sum for the withdrawal of the equipment can only be paid in the light of this report noting the restoration of the site.

### **V.2. OPENING OF A QUARRY, DEPOSIT OR TEMPORARY CLASS BORROW PIT**

The Co-contractor must request the authorizations provided for by the texts and regulations in force:

- Law 76/14 of 8 July, amended and supplemented by Law No. 90/021 of 10 August 1990
- Decree 88/772 of 16 May 1988 amended by Decree 89/674 of 13 April 1989
- Decree 90/1477 of 9 November 1990

He will pay all the related costs, including operating taxes and any compensation costs to the owner.

In the event of the need for new borrowing sites, the Co-contractor must request the prior agreement of the Delegated Project Manager (verbal note recorded in the mandatory site report). The following criteria must be met:

- distance from the site at least 30 m from the road,
- distance from the site at least 100 m from a watercourse, or a body of water,
- distance from the site at least 100 m from the houses,
- Uncovered area limited to the bare minimum,
- quality trees (at the discretion of the Delegated Project Manager) preserved and protected.



The deposit areas must be chosen in such a way as not to interfere with the normal flow of water and must be protected against erosion. The Co-contractor must also obtain the approval of the Delegated Project Manager for the deposit areas (mandatory verbal note recorded in the site report).

If the proposed sites, the method of exploitation and the planned developments do not comply with the environmental directives, the Delegated Project Manager will not be able to give its approval and the Co-contractor will have to propose other sites, either modify the method of exploitation, or propose developments in accordance with the directives, without the Co-contractor being able to claim any compensation.

The contracting party shall bear all the costs of operating the borrowing sites, in particular the opening and development of access roads, the clearing of bush and deforestation, the removal of topsoil or undesirable materials and their disposal outside the limits of the borrow pit, as well as the prescribed environmental protection measures.

**At the end of the work, the Company will carry out the work necessary for the restoration of the site.** This work includes:

- levelling of the open materials and then the leveling of the topsoil in order to facilitate water percolation, grassing and plantation if prescribed,
- the restoration of previous natural flows and the construction of guard ditches,
- the suppression of the dilapidated appearance of the site by distributing and concealing the large boulders,

After the restoration in accordance with the regulations, a report will be drawn up and the last bill can only be paid in view of the report stating compliance with the restoration directives.

### **V.3. USE OF QUARRY, DEPOSIT OR PERMANENT CLASS BORROW PIT**

The Co-contractor must apply for the authorizations provided for by the texts and regulations in force and will bear all the related costs, including operating taxes and any compensation costs to the owners.

The Co-contractor will ensure during the execution of the work:

- the preservation and protection of trees during the stacking of materials,
- drainage work necessary to protect the materials placed in storage,
- the conservation of the plantations delimiting the quarry,
- maintenance of access and service roads.

### **V.4. VEGETATION CONTROL**

All plant waste will be carefully removed from verges, ditches or structures and disposed of to designated areas in a suitable location away from any dwellings. It is strictly forbidden to burn cut waste on site.

If the burning of waste is authorized in places approved by the Delegated Project Manager, the Co-contractor must have a 10,000-litre tank and a sprinkler pump to mitigate the eventuality of the fire spreading to villages, homes, vegetation or cultivation areas surrounding the site.

Tree felling and pruning operations are exceptional operations. These operations will be carried out after prior agreement of the Delegated Project Manager in the following cases:

- trees located in the right-of-way to be cleared whose diameter measured at one metre from the ground is greater than 20 cm: in the event that the stump removal of the trees cannot be carried out (reconstitution of the stump removal holes with the compulsory contribution soil), the trees will be cut at ground level (between 5 and 10 cm).
- Trees overhanging the surroundings and threatening to fall onto the road and block traffic after a tornado. All branches overhanging the platform will be cut after agreement of the Delegated Project Manager following a vertical following the bush clearing limit.



## **V.5. LOADING AND TRANSPORT OF BORROWED MATERIALS AND EQUIPMENT**

For all transport of materials and equipment, whatever they may be, the Co-contractor must comply with the regulations in force, concerning the restrictions imposed on the weights and gauges of machinery and convoys using the public network and in particular:

- the maximum axle load, whether single or tandem,
- the dimensions of the vehicles,
- exceptional convoys of dimensions greater than the standards must be the subject of a special request in advance,
- environmental protection measures (loss of materials during transport, dust),
- the Co-contractor must take all necessary measures to limit the speed of vehicles on the site: installation of road signs and flag bearers,
- regularly humidify traffic lanes in inhabited areas,
- Preview diversions to existing tracks and roads.

The contracting party must set up appropriate mobile signalization.

## **V.6. SANCTIONS AND PENALTIES**

The Co-contractor is reminded that Article 79 of the framework law NI 96/12 of 5 August 1996 provides for a fine of two million (2,000,000) to five million (5,000,000) CFA francs and a prison sentence of six (6) months to one (1) year or one of these two penalties only, for any person who has prevented the completion of the controls and analyses provided for by the said law and/or by its implementing texts.

Article 83 of the framework law NI 96/12 of 5 August 1996 provides for a fine of five hundred thousand (500,000) to two million (2,000,000) CFA francs and a prison sentence of six (6) months to one (1) year or one of these two penalties only, for any person who operates an installation or uses a movable object in violation of the provisions of the said law. In the event of a repeat offence, the maximum amount of penalties is doubled.

Article 88 of the same framework law provides that a company that contravenes or has contravened the law during road maintenance work or works will be excluded for a period of one year from the right to tender.

Any breach of the requirements duly notified in writing (Service Order) to the company by the control mission will also be recorded in the site log book. This can be used as a contractual document in the event of disputes in the application of any sanctions.

The resumption of the work or additional work resulting from non-compliance with the clauses remains the responsibility of the Co-contractor.



## Document n° 6: Schedules of unit prices

SERIES	<div>♥≥ Test PageⓈⓉ</div> <b>DESIGNATION OF THE TASK</b>	<b>Unit Price in Figures (F.CFA)</b>
000	<p><b>INSTALLATIONS</b></p> <p><i>Site installation (price 001)</i> This price includes:</p> <ul style="list-style-type: none"> <li>- the costs of acquiring or temporarily occupying the necessary land, compensation of any kind;</li> <li>- surface preparation, construction, fitting out of the construction site huts, workshops, warehouses, housing, offices and laboratories of the Co-contractor;</li> <li>- the supply of drinking water and electrical energy to the site and the evacuation of waste water after degreasing and purification by septic tank,</li> <li>- means of communication (telephone, fax, radio, etc.);</li> <li>- the costs of maintenance, cleaning and operation of premises, workshops and warehouses, including security;</li> <li>- the development and maintenance of access roads to the site;</li> <li>- fuel storage facilities;</li> <li>- the establishment, control and verification of execution plans;</li> <li>- the subjections necessary for the execution of works under traffic, the necessary dispositions in terms of signalization to ensure the smooth flow of traffic and the safety of the site;</li> <li>- the partial or total relocation of these installations during the construction site;</li> <li>- The costs of restoring the premises after work (road and its environment, base and site facilities, deposits, borrow pits and quarries, places where materials are deposited, etc.), in accordance with the clauses of the SAC and environmental regulations,</li> <li>- the bringing in and retreating of the equipment and machinery necessary for the execution of the work;</li> </ul> <p><b>The lump sum</b> will be paid at the rate of eighty percent (80%) as soon as the Company is actually installed, the remaining twenty percent (20%) will be paid after the withdrawal of the Company's facilities and the delivery of the as-built plans.</p> <p>It is essential that all the elements of the site installation, including the fully equipped and functioning laboratory, are in place so that the 80% flat rate can be paid; A missing element removes the right to payment of the entire package.</p> <p><b>The lump sum:</b> _____</p>	
	<p><b><i>Geotechnical Studies and execution program (002 Price)</i></b></p> <p>This price includes:</p> <ul style="list-style-type: none"> <li>- All geotechnical studies relating to this project as indicated in the ToR, before, during the works.</li> <li>- Foundation penetrometer tests</li> <li>- Soil studies.</li> <li>- Establishment of a well-equipped on-site geotechnical laboratory.</li> <li>- All geotechnical tests, before, during and after execution.</li> <li>- Establishment of execution program and working documents.</li> <li>- All charges included in the completion of this task</li> <li>- All constraints</li> </ul> <p>The quantity to be taken into account, established by both parties, is a <b>lump</b></p>	



	<p>sum (ls)</p> <p>The lump sum: _____</p>	
	<p><i>Elaboration of as build plan (003 Price)</i></p> <p>This price includes:</p> <ul style="list-style-type: none"> <li>- The establishment of the as-build plan.</li> <li>- The reproduction in four copies.</li> <li>- All charges included in the completion of this task.</li> <li>- All constraints</li> </ul> <p>The quantity to be taken into account, established by both parties, is a <b>lump sum (ls)</b></p> <p>The lump sum: _____</p>	
100	<p><b>SITE PREPARATION</b></p> <p><i>Site clearance (price 101)</i></p> <p>Not applicable</p>	
	<p><b>Diversion from the watercourse or road (price102)</b></p> <p>This price includes:</p> <ul style="list-style-type: none"> <li>- The cofferdam;</li> <li>- Any temporary structure intended to ensure the flow of traffic during the works;</li> <li>- all constraints related to the smooth flow of traffic.</li> </ul> <p>The quantity taken into account is the <b>lump sum (ls)</b></p> <p>The lump sum: _____</p>	
	<p><i>Implantation (prix104)</i></p> <p>This price is remunerated in <b>lump sum (ls)</b> for the installation of the structure.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- Layout of the structure with the appropriate topographical equipment, such as theodolites, Total Station, etc. By respecting the dimensions of the structure;</li> <li>- any other tasks necessary to carry out this task.</li> </ul> <p>The quantity to be taken into account, which is contradictorily established, is the <b>lump sum (ls)</b>.</p> <p>The lump sum: _____</p>	
200	<p><b>EARTHWORKS</b></p> <p><i>Excavation of trenches (price 201)</i></p> <p>This price is remunerated per <b>CUBIC METRE (M3)</b> of excavated material made.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- Excavations for foundation according to the results of the geotechnical study;</li> <li>- Any other excavation necessary for the execution of the work;</li> <li>- Arrangement of the earth cleared in the area approved by the Delegated Project Manager;</li> <li>- Any other subjection.</li> </ul>	

	<p><b>The CUBIC METRE:</b> _____</p>	
	<p><b>Fill from borrow pit (price 202a)</b></p> <p>This price remunerates the realization of backfill from borrow pit for the execution of all backfill in large or small mass, in accordance with the specifications of this STC.</p> <p>This price includes:</p> <ul style="list-style-type: none"> <li>- the preparation of quarry or borrow pit, the opening and maintenance of accesses and traffic lanes within the perimeter of the zone of exploitation,</li> <li>- expropriation costs, any compensation for the destruction of crops or loss of use of the premises, any extraction royalties,</li> <li>- the opening of borrow pits and quarries, including clearing, felling of trees, removal of topsoil and discovery,</li> <li>- the extraction of materials, their storage or recovery from any stocks,</li> <li>- the supply of materials on the ground including loading, transport not exceeding 5000 m, unloading, and storage,</li> <li>- spreading of materials in compatible layers with the means of compaction and the nature of the materials and compaction as defined in the description of the works,</li> <li>- watering or aeration necessary to obtain better compaction,</li> <li>- compaction by appropriate means,</li> <li>- the restoration of the premises,</li> <li>- any subjection related to compliance with environmental regulations.</li> </ul> <p>The quantity to be taken into account is the <b>CUBIC METRE (m3)</b> measured in place, resulting from contradictory attachments.</p> <p><b>The CUBIC METRE:</b> _____</p>	
	<p><b>Opening of water-way up and downstream (price n° 203)</b></p> <p>This price remunerates for clearing and cleaning and rehabilitating water-way up and downstream to ensure better flow of runoff within the existing project right-of-way.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- all access subjections,</li> <li>- weeding, deforestation, uprooting, felling and stump removal of existing trees regardless of the diameter,</li> <li>- the extraction of all materials and their loading,</li> <li>- transport to the approved place of deposit regardless of the distance,</li> <li>- Unloading and levelling of materials at the place of deposit.</li> </ul> <p>The quantity to be taken into account is the surface area measured in <b>SQUARE METRE (m²)</b> actually cleared as a result of a contradictory quantity survey.</p> <p><b>The SQUARE METRE :</b> _____</p>	
300	<p><b>BOX CULVERTS IN REINFORCED CONCRETE</b></p> <p><b>Rubble stones (hard core) (price 301)</b></p> <p>This price remunerates per <b>CUBIC METRE (m3)</b> the construction of rubble from borrowed material for the execution of all embankments in</p>	



	<p>large or small mass, in accordance with the specifications of this STC during the execution of the foundation.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- Cost of transport and putting in place;</li> <li>- Repacking and display of the blocks.</li> <li>- Any other tasks necessary the execution of this task.</li> </ul> <p><b>The CUBIC METRE:</b> _____</p>	
	<p><b><i>Blinding concrete (price 302)</i></b></p> <p>This price remunerates per <b>CUBIC METRE (m3)</b> the manufacture and installation of concrete dosed at 150 kg of cement per cubic meter of concrete, in accordance with the execution plans approved by the Delegated Project Manager and the specifications of this CCTP.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- the supply and transport on site of all the materials necessary for the fabrication of concrete and its putting in place,</li> <li>- earthworks, including excavations in terrain of all kinds,</li> <li>- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,</li> <li>- the casting of concrete, the possible treatment and patching of surfaces,</li> <li>- stripping, backfilling, damming or compaction, restoration of the surroundings,</li> <li>- all execution constraints.</li> </ul> <p>The quantity to be taken into account is the result of the <b>CUBIC METRE (m3)</b> (m3).</p> <p><b>The CUBIC METER:</b> _____</p>	
	<p><b>Reinforced concrete dosed at 400kg/m3 for retaining wall (price 303)</b></p> <p>This price remunerates per <b>CUBIC METRE (m3)</b> the fabrication and casting of reinforced concrete dosed at 400 kg of cement per cubic meter of concrete, in accordance with the execution plans approved by the Delegated Project Manager and the specifications of this Technical Specifications.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- the preparation of the parts to be repaired, the possible demolition of part of the existing structure or its entirety being paid for elsewhere,</li> <li>- the supply and transport on site of all the materials necessary for the fabrication of concrete and its casting,</li> <li>- earthworks, including excavations in terrain of all kinds,</li> <li>- formwork and reinforcement,</li> <li>- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,</li> <li>- the casting of concrete, the possible treatment and patching of surfaces,</li> <li>- removal of formwork, backfilling, damming or compaction, restoration of the surroundings,</li> <li>- all execution constraints.</li> </ul> <p>The quantity to be taken into account is the <b>CUBIC METRE (m3)</b> measured in place.</p> <p><b>The CUBIC METRE:</b> _____</p>	

### Construction of box culvert in reinforced concrete (prix 304a, b)

This price remunerates per **LINEAR METRE (lm)** the construction box culverts in reinforced concrete, in conformity with the typical plans of the documents of the call for tender, the execution documents and the specifications of the present STC.

It includes:

- the supply and transport on site of all the materials necessary for the fabrication of concrete and its casting,
- the implantation and pegging of the structure,
- earthworks, including excavations in terrain of all kinds and all nature,
- formwork and reinforcement,
- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,
- the casting of concrete, the possible treatment and patching of surfaces,
- removal of formwork, backfilling, damming or compaction, restoration of the surroundings,
- all execution constraints, related in particular to environmental prescriptions.

The price is applied in **LINEAR METER** of box culvert realized to be considered is that dimension between the interior sides of the walls.

**Prix n ° 304a box culvert of 1,0 x 1.0**

**Prix n ° 304b box culvert of 2,0 x 2,0**

**The LINEAR METRE :** \_\_\_\_\_

### Construction of box culvert heads in reinforced concrete (prix 305a, b)

This price remunerates per **UNIT (U)** the construction box culvert heads in reinforced concrete, in conformity with the typical plans of the documents of the call for tender, the execution documents and the specifications of the present STC.

It includes:

- the supply and transport on site of all the materials necessary for the fabrication of concrete and its casting,
- the implantation and pegging of the structure,
- earthworks, including excavations in terrain of all kinds and all nature,
- formwork and reinforcement,
- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,
- the casting of concrete, the possible treatment and patching of surfaces,
- removal of formwork, backfilling, damming or compaction, restoration of the surroundings,
- all execution constraints, related in particular to environmental prescriptions.

The price is applied in **LINEAR METER** of box culvert realized, to be considered is that dimension between the interior sides.

**Prix n ° 305a box culvert heads of 1,0 x 1.0**



	<p><b>Prix n ° 305b box culvert heads of 2,0 x 2,0</b></p> <p><b>Le METRE LINEAIRE :</b></p> <p>_____</p>	
	<p><b>Coat of bituminous paint for protection against humidity (price 306)</b></p> <p>This price remunerates in <b>LUM SUM (ls)</b> the realization of bituminous coat on the external surfaces of the box culverts including the heads.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- acquisition of the bitumen,</li> <li>- application on the external surfaces of the structure</li> <li>- all execution constraints, related in particular to environmental prescriptions.</li> </ul> <p>The price is applied in <b>LUM SUM (ls)</b> of a coat of bituminous paint on the external surfaces of the structure.</p> <p><b>The LUM SUM:</b> _____</p>	
<b>400</b>	<p><b>EQUIPEMENT</b></p> <p>Not applicable</p>	
<b>500</b>	<p><b>DRAINAGE WORKS</b></p> <p><b>Construction of 40x40cm reinforced concrete rectangular ditch (price n°501)</b></p> <p>This price remunerates the construction of a rectangular reinforced concrete ditch with dimensions of 40x40, in accordance with the standard plan of the tender documents, the execution program and the specifications of this STC.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- site preparation and implantation,</li> <li>- mechanical or manual opening in terrain of all kinds according to the typical profile,</li> <li>- the operations of putting the gauge and adjusting the longitudinal slope,</li> <li>- removal and disposal of surplus earth out of the right-of-way,</li> <li>- the supply of materials, formwork and reinforcement on site,</li> <li>- the manufacture of B 350 concrete, the placing of reinforcement and formwork, the casting of concrete, tightening, smoothing and any patching,</li> <li>- any constraints related to temporary construction site signalization and traffic conditions.</li> </ul> <p>In the case of prefabrication, it includes the installation and repointing of the prefabricated elements.</p> <p>This price is applied to the length in <b>LINEAR METER (lm)</b> reinforced concrete ditch 40 x 40 measured parallel to the slope, actually realized and resulting from a contradictory attachment.</p> <p><b>The LINEAR METER:</b> _____</p>	

## Document n° 7: DETAIL ESTIMATE



COST ESTIMATE FOR BOX CULVERTS (2x2m & 1x1)									
N°	Description of works	Unit	Quantities			Unit Price (FCFA)	Amounts (FCFA)		
			2x2	1x1	Total		2x2	1x1	Total
000	Installation								
001	Site Installation	Ls	0.5	0.5	1				
002	Geotechnical studies (Performance Program and Execution documents)	Ls	0.5	0.5	1				
003	Elaboration of as build plan	Ls	0.5	0.5	1				
	Total - Installation								
100	Site Preparation								
101	Site clearance	Ls							
102	Diversion of water course/road	Ls	0.5	0.5	1				
103	Demolition of existing structure	Ls							
104	Implantation	Ls	0.5	0.5	1				
	Total - Site Preparation								
200	General Earth Works								
201	Excavation of trenches	m³	420.9	64	484.857				
202	Fill from borrow pit	m³	350	21	371				
203	Opening of the water-way up and downstream	Ls	0.5	0.5	1				
	Total - General Earth Works								
300	Box Culverts (2x2m & 1x1)								
301	Hard core	m3	26	5	31				
302	Lean concrete	m3	5	2.6	7.6				
303	Reinforced concrete dose at 400kg/m3	m3	30		30				
304a	Construction of box Culvert 1x1m	ml		13	13				
304b	Construction of box Culvert 2x2m	ml	15		15				
305a	Construction of box culvert heads 1x1	u		2	2				
305b	Construction of box culverts head 2x2	u	2		2				
306	Coat of bituminous paint for protection against humidity	ls	0.5	0.5	1				
	Total box culverts								
400	Equipment								
401	Galvanized iron hand rails	ml							
403	Weep holes	u							
404	Drainage pipes	ml							
405	Signalization boards	u							
406	Sighting post (Balises)	u							
	Total Equipment								
500	Drainage Works								
501	Construction of 40x40cm reinforced concrete rectangular ditch	ml	60	45	105				
	Total Drainage								
	Total Amount without VAT								

	VAT (19.25% of Total Amount without VAT)			
	<b>TOTAL Amount with Taxes</b>			
	AIR (2.2% of Total without VAT)			
	NET PAYMENT			
Closed at the sum of:				