REPUBLIC OF CAMEROON Peace-Work-Fatherland



REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

OPEN NATIONAL INVITATION TO TENDER ****************** TENDER FILE

PROJECT OWNER:
THE CITY MAYOR OF BAMENDA CITY COUNCIL

CONTRACTING AUTHORITY:
THE CITY MAYOR OF BAMENDA CITY COUNCIL

TENDER BOARD:
BAMENDA CITY COUNCIL INTERNAL TENDERS BOARD

TENDER FILE N° 005/ONIT/BCCITB/2024 OF 12/03/2025 FOR THE MAINTENANCE OF SOME EARTH ROADS IN MULANG BAMENDA.UNDER "EMERGENCY PROCEDURE"

FUNDING: BAMENDA CITY COUNCIL 2025 BUDGET, HEAD:

Ro 26:03:25

TABLE OF CONTENTS

Document n° 1: Invitation to Tender	3
Document n° 2: General Regulations of the Invitation to Tender (GRIT)	10
Document n° 3: Special Regulations of the Invitation to Tender (SRIT)	26
Document n° 4: Special Administrative Conditions (SAC)	33
Document n° 5: Special Technical Clauses (STC)	47
Document n° 6: Schedule of unit prices	69
Document n° 7: Estimates	72
Document n° 8: Sub-detail of unit prices	76
Document n° 9: Model of the contract	78
Document n° 10: Forms and models to be used	83
Document n° 11: List of banking institutions and financial establishments	
authorized to issue bonds in the framework of Public Contracts	95
Document n° 12: Marking scheme	97
Annex	99

Document n° 1: Invitation to Tender (IT)



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER NO 005/ONIT/BCC/ITB/2025 OF 12/03/2025 FOR THE MAINTENANCE OF SOME EARTH ROADS IN MULANG BAMENDA.UNDER "EMERGENCY PROCEDURE".

Subject of the Invitation to Tender: 1.

Within the framework of the execution of 2025 Budget, The City Mayor of the Bamenda City Council, hereby launches an Open National Invitation to tender for the maintenance of some earth roads Bamenda.

Nature of work: 2.

The works to be done shall include: Site installation, Cleraring and cleaning of road sides, Scarification and rapid grading, Filling in the the valley between Mulang and Ntankah II and some very bad portions along the streets to be maintained, the execution of base course with laterite and the construction of some culverts.

Execution deadline 3.

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

4.

The roads as in the table below are regrouped in a single lot.

	Road	LENGTH
Stretch 1	Street 2 Mulang	1,12 Km
Stretch 2	Street 3 Mulang	0.97 Km
Stretch 3	Street 5 Mulang	0.60 Km
Stretch 4	Street 1 Junction - Ntankah 2 Junction - Ntansen Health Center	1.50 Km
	TOTAL LENGTH	4.19 Km

Estimated cost 5.

The estimated cost after preliminary studies is One Hundred Million (100,000,000) Francs CFA inclusive of all taxes.

Participation and origin 6.

Participation to this Invitation to tender is opened to all National companies with experience in the field of building construction and public works.

7. Financing

The works subject of this Invitation to Tender shall be financed by the Bamenda City council 2025 Budget Head

Bid bond 8.

Each bidder must include in his/her administrative documents, a bid bond or its equivalent that respects the models of this tender file, issued by an approved bank or an Insurance company, (see list in document No. 12 of this tender file), of an amount two million (2,000,000) Francs CFA valid for thirty (30) days beyond the date of validity of bids. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the

award of the contract and those of successful bidders shall be retained until the required performance guarantee for good execution is provided. Bearing a fiscal stamp.

9. Consultation of tender file:

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 or www.marchespublique.cm, upon publication of the invitation to tender.

10. Acquisition of tender file:

The file may be obtained from the SIGAMP Services of Bamenda City Council, **Tel:** 633 36 12 67 upon publication of the invitation to tender against payment of the non-refundable sum of **one hundred thousand** (100,000) **Francs CFA**, payable at Bamenda City Council Treasury under the budgetary head 712 101.

11. Submission of bids:

Each drafted in English or French shall be submitted exclusively only on the COLEPS platform www.publiccontract.cm or www.marchespublique.cm, not later than 03/04/2025 at 10 am server time. All bids should be in PDF format:

12. Admissibility of bids

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 bids:

The Administrative documents, Technical and Financial bids shall be opened in a single phase on the 03/04 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. Evaluation criteria

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

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

The criteria of evaluation shall be as follows:

14.1-Eliminatory criteria

- Absence or insufficient of bid bond or its equivalent;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- Non-compliance with bid model;
- Omission of a quantified task on the bill of quantities and cost estimates
- Technical mark of less than 80%;
- Acceptance on the condition of the contract;
- Non submission of bids online

14.2. Main Qualification criteria: The criteria relating to the qualification of candidates could indicatively be on the following:

- · Financial situation
- Experience
- Personnel
- · Equipment.
- · Methodology/organization of the site
- 15. Award
 The contract shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of technical quality and lowest bid, confer article 99 of the public contracts code.
- 16. Validity of bids
 The bidders shall remain committed to their offers during a period of (ninety) 90 days from the deadline set for the submission of bids.
- 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 or www.marchespublique.cm, upon publication of the tender

 Done at Bamenda on

Contracting Authority)

Copies:

- PCRB Bamenda,
- MINMAP/NWR,
- Chairperson of ITB/BCC,
- Notice Board,
- SIGAMP BCC.





MINISTRY OF DECENTRAISATION NAND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°005/AAONO/CIPM/CUB/2025 DU 12/03/2025 POUR L'ENTRETIEN DE CERTAINES ROUTES EN TERRE A MULANG BAMENDA.

Objet de l'Appel d'Offre

Dans le cadre de l'exécution du budget d'investissement de l'exercice 2025 pour la Communauté Urbaine de Bamenda, le Maire de la ville lance un Appel d'Offres National Ouverte pour le projet susmentionné.

2. Consistance des travaux

Les travaux comprennent notamment : installation du chantier, déblaiement et nettoyage des bords de route, scarification et nivellement rapide, remplissage de la vallée entre Rue 1 jonction Mulang et la jonction Ntankah 2 et quelque très mauvaises portions le long des rues à entretenir, la construction de la couche de base en latérite et quelque buse.

3. Délaisd'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de trois (03) mois calendaires.

4. Allotissement

Les routes comme indiqué dans le tableau ci-dessous sont regroupés dans un unique lot.

S/N	Route	LONGUEUR (Km)
Tronçon 1	Rue 2 Mulang	1,12 Km
Tronçon 2	Rue 3 Mulang	
Tronçon 3	Rue 5 Mulang	0.97 Km
		0.60 Km
Tronçon 4	Carrefour de la rue 1 – Carrefour Ntahkah 2 – Centre de Santé de Ntahsen	1.50 Km
	LONGEUR TOTAL	4.19 Km

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de cent millions (100,000,000) FCFA toutes taxes compris.

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 Public de la Communauté Urbaine de Bamenda au titre de l'exercice 2025 sur la ligne d'imputation

8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives une cautionnement provisoire (garantie

bancaire de soumission) ou son équivalent établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agrée par le Ministère des Finances et d'un montant de deux millions (2,000,000) Francs CFA valable trente (30) jours après l'expiration de la validité des offres.

Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Il devrait porter un timbre fiscal

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 or www.marchespublique.cm, , dès publication du présent avis.

Acquisition du Dossier d'Appel d'Offres 10.

Le dossier peut être obtenu au Services SIGAMP, Communauté Urbaine de Bamenda Tel: 677 85 03 32 dès publication du présent avis, contre versement d'une somme non remboursable de cent mille (100,000) Francs CFA 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 or www.marchespublique.cm, au plus tard le 03/04/ 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 numérises ou copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet etc...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres sauf CNPS d'une validité d'un mois. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable.

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 03/04/2025 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.

Critères d'évaluation 14.

L'évaluation des offres se fera en trois (03) étapes :

- 1 ère étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- > 2^{ème} étape : Evaluation des offres techniques ;
- > 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

14.1-Critères éliminatoires

- Absence ou insuffisant de caution de soumission ou son équivalent;
- Délai d'exécution supérieur à celui prescrit;
- Fausses déclarations ou pièces falsifiées;
- Non-conformité du modèle de soumission;
- Omission d'un prix quantifié dans le devis;
- Note technique inférieure à 80%,
- Acceptation sous condition du contrat;
- Offres non soumises en ligne.

14.2 Critères esessentiels

L'évaluation sera faite sur la base des critères techniques prédéfinis pour une note globale de 100 points. Ces critères ont été groupés par rubriques ainsi qu'il suit :

- · Capacité financière:
- Références de l'entreprise;
- Qualité du personnel postulé:
- Moyens logistiques/equipment;
- Méthodologie/Organisation des travaux;

15. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la techniquement qualifiée et moins-disant, conformément à l'article 99 du Code des lettres commandes Publics.

16. Durée de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre -vingt -dix (90) jours, à compter de la date limite fixée pour la remise des offres.

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 or www.marchespublique.cm.

Bamenda, le 12

Le Manæde la ville,

Communaute Urbaine de Bamenda, ALTORITÉ CONTRACTANT)

ACHOBONG TAMBENG PAUL

Ampliations :

- (1) ARMP (pour publication et archivage);
- (2) Présidents CIPM (pour information);
- (3) MINMAP;
- (4) Affichage (pour information);(5) SIGAMP CUB

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

Table of contents

A	. General provisions
	Article 5: Materials, equipment, supplies, equipment and authorised service
	Article 6: Qualification of the bidder
	Article 6: Qualification of the bidder
	Article 7: Visit of site of works
B.	
	Tender File
	Article 8: Content of Tender File
	Article 9: Clarifications on Tender File and complaints
	Article 10: Modification of the Tender File
C	Preparation of Dida
C.	Preparation of Bids
	The state of the s
	Article 12: Language of bid
	Article 14: Amount of bid
	Article 18: Varying proposals by bidders
	Article 20: Form and signature of bids
_	
D.	Submission of bids
	Article 24: Modification, substitution and withdrawal of bids
E.	Opening and evaluation of bids
	There is a period of plus.
	Article 29: Qualification of the bidder
	Article 30: Correction of errors
	Article 30: Correction of errors
	Article 32: Evaluation of financial bids
	Article 33: National preference
F.	Award of the contract
	Article 34: Award 23
	Article 34: Award
	Authority to declare an invitation to tender unsuccessful or to consel-
	There so, intermediate of the award of the contract
	and the state of the contract.
	Article 39: Final bond.

A. General

Article 1: Scope of the tender

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

Article 2: Financing

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

Article 3: Fraud and corruption

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

Article 4: Candidates allowed to Compete:

- (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.
- A bidder shall be judged to be in a situation of conflict of interest if he:
- i) is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which
 provided consultancy services for the conception, preparation of specifications and other documents
 used within the scope of Contracts awarded for this invitation to tender; or

- ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of subcontractors in more than one offer.
- (c) The bidder must not have been excluded from bidding for public Contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) Legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Delegated Contracting Authority, Delegated Contracting Authority or his/her immediate collaborators.

Article 5: Building materials, materials, supplies equipment and authorized services

- 5.1: Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of this contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 5.2: Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

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

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and Contracts awarded;
- (iii) Pending litigations; and
- (iv) Availability of indispensable equipment.
- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- (a) The offer must include all the information listed in article 6(1) above;
- (b) The offer and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings Vis à Vis the Contracting Authority with regard to the execution of the Contract.
- (e) In case of joint-contracting, the co-contractors shall share the sums which are paid by the Delegated Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

- 6.3 Bidders must equally present sufficient detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.
- 6.4 National bidders and groups of national bidders requesting to benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 32 of the General Regulations of the invitation to tender.

Article 7: Visit of works site

- 7.1 The bidder is advised to visit and inspect the works site and its environs and obtain by himself and under his/her own responsibility, all the information which may be necessary for the preparation of the offer and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.
- 7.2 The **City mayor** Contracting Authority shall authorise the bidder and his/her employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his/her employees and agents free the Delegated Contracting Authority, his/her employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss of material damages, costs and fees incurred from this visit.
- 7.3 The **City Mayor** Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of the invitation to tender.

B. Tender File

Article 8: Content of Tender File

- 8.1 The Tender file describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:
 - a. The tender notice;
 - b. The General Regulations of the invitation to tender;
 - c. The Special Regulations of the invitation to tender;
 - d. The Special Administrative Conditions;
 - e. The Special Technical Conditions;
 - f. The price schedule;
 - g. The bill of quantities and estimates;
 - h. The sub details of prices;
 - i. The execution schedule;
 - j. Charts and other elements of the technical file;
 - k. Model of forms presenting the equipment, personnel and references;
 - 1. Model tender letter;
 - m. Model bid bond;
 - n. Model final bond;
 - o. Model of bond of start-off advance;
 - p. Model of bank guarantee in replacement of the retention fund;
 - q. Model contract;
 - r. Form relating to preliminary studies;

- s. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.
- 8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his/her offer.

Article 9: Clarifications on the Tender File

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

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

- 9.2 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public Contracts award procedure may lodge a complaint to the Contracting Authority.
- 9.3 The complaint must be addressed to the Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of public Contracts and the chairperson of the Tenders Board.

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

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

Article 10: Amendment of the Tender File

- 10.1The **City Mayor** Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his/her initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.
- 10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.
- 10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Contracting Authority may postpone as is necessary, the deadline for the submission of offers, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C Preparation of offers

Article 11: Tender costs

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

Article 12: Language of offer

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

Article 13: Constituent documents of the offer

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
- has subscribed to all declarations provided for by the laws and regulations;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

a. Volume 2: Technical offer

b.1 Information on qualifications

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

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the contract

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

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

b. Volume 3: Financial offer

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

- 1. The signed and dated original offer prepared according to the attached model, stamped at the prevailing rate;
- 2. The duly filled Unit Price Schedule;

- 3. The duly filled detailed estimates;
- 4. The sub-details of prices and/or breakdown of all-in prices;
- 5. The projected schedule of payments, where need.

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

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

Article 14: Offer price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the offers, shall be included in the prices and in the total amount of the offer presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in annex 8.

Article 15: Currency of offer and payment

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

Article 16: Validity of offers

- 16.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.
- 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 written or by fax. The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his/her offer without losing his/her bid bond. A bidder who consents to an extension shall not be asked to modify his/her offer nor shall he be authorised to do so.

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

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his/her offer.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any offer without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the offer and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
 - a) if the bidder withdraws his/her offer during the period of validity;
 - b) if the retained bidder:
- i) fails in his/her obligation to register the contract in application of article 37 of the General Regulations;
 - ii) fails in his/her obligation to furnish the required final bond in application of article 38 of the General Regulations.

Article 18: Varying proposals of bidders

- 18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Offers that propose deadlines beyond those specified shall be considered as not being in conformity.
- 18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the 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, subdetails 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 offer conforming with the basic solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised, to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of offers

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in writing or by telex in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

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

D. SUBMISSION OF OFFERS

Article 21: Sealing and marking of bids

21.1 The bidders are expected to log-in on the COLEPS Platform www.marchespublique.cm, with their electronic certificate and up load 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 or 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 offers

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in a single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.3 Offers (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.4 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.5 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.
- 25.6 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public Contracts, the Delegated Contracting Authority or Contracting Authority.

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

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

Article 26: Confidential character of the procedure

26.1 No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given

- neither to bidders nor to any person concerned with the said procedure before the announcement of the award.
- 26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his/her award decision may cause the rejection of his/her offer.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority with reasons having to do with his/her offer may do so in writing.

Article 27: Clarifications on the offers and contact with the 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 or 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 offers, between the opening of envelopes and the award of the contract.

Article 28: Determination of Conformity of offers

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

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria

stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

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

Article 31: 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 of financial offers

- 32.1 Only offers considered as being in conformity, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:
 - a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
 - b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
 - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e)By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;

- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 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 offers.
 - The Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.
- 32.4 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the offer.

Article 33: Preference granted national bidders

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

F. Award of the contract

Article 34: Award

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

Article 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 Contracting Authority where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of the award of the contract

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

Article 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 offers.
- 37.2 The Contracting Authority is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 37.3 After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 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. 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 and the competent Specialised Contracts Control Board, where need be for approval.
- 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 approved by the competent Tenders Board and subscribed by the successful bidder.
- 38.3 The contract must be notified to the holder 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, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in place of the guarantee, provide a statutory link 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)

of the			
General			
regulations	Definition	of works:	
	The mainter	gance of some earth roads in Mulang Bamenda following the cl	haracteristics
	defined in	the technical specification and the quantities given in the e egrouped in single lot and shall be done on the following road	estimate. The
		Road	LENGTH
	Stretch 1	Street 2 Mulang	1,12 Km
	Stretch 2	Street 3 Mulang	0.97 Km
1	Stretch 3	Street 5 Mulang	0.60 Km
	Stretch 4	Street 1 Junction – Ntankah 2 Junction – Ntansen Health Center	1.50 Km
	Stretch	TOTAL LENGTH	4.19 Km
		O Box 495 Mankon Bamenda of Invitation to Tender: N°/ ONIT/BCCITB/2025 of/202	25
2		deadline: three (03) Months	
_	Source of financing		
3	The works referred to in this invitation to tender shall be funded by the Bamenda City		
	Council 20	025 Budget under the budgetary Head	
4	List of pre-qualified candidates. Not applicable		
5	Origin of materials, equipment, and supplies: The materials will generally be from local materials in Cameroon or imported.		

General

ARTICLE 6 Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

A Eliminatory criteria

References

- Absence or insufficient of bid bond or its equivalent;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- Non-compliance with bid model;
- Omission of a quantified task on the bill of quantities and cost estimates;
- Technical mark of less than 80%;
- Acceptance on the condition of the contract;
- Non submission of bids online.

B Essential criteria

- Financial situation
- General presentation of the tender files;
- References of the company in similar achievements;
- Quality of the personnel requested;
- Attestation and report of site visit;
- Technical organization of the works,
- Equipment put aside for this project,

- Special Technical Clauses initialled in all the pages and signed, stamped and dated on the last
- Special Administrative Clauses completed and initialled in all the pages and signed, stamped and dated on the last page:
- Safety measures on the site. Pre-financial capability

This evaluation will be done in a purely positive way (yes) or negative way (no) with an acceptable minimum score of at least 80% of the essential criteria taken in account.

The Contract will be awarded to the bidder who would has proposed an offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied 100% of the eliminatory criteria and at least 80% of the essential criteria.

ARTICLE 7: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the tenderer and the Project Owner will be written in French or English. The complementary documents and the printed forms provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

ARTICLE 8: Presentation of the tender

The bids prepared in English or French and in scanned PDF format shall be submitted on the COLEPS platform www.publiccontract,cm or www.marchespublique.cm in three(03) volume:

- A) **Administrative Documents**
- B) **Technical Documents**
- **Financial Documents** C)

There shall be submitted exclusively online on the COLEPS platform and bidders are expected to submit a back-up of their bids in a USB key sealed in an envelope.

<<VOLUME A: ADMINISTRATIVE DOCUMENTS>> and shall contain the administrative documents of the enterprise. These documents shall be scanned original or certified true copies by competent authorities not more than three months old.except NSIP with a validity of one(01)month.

DOCUMEN T N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with a fiscal stamp (written and signed by the bidder)
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Commerce, Industry and Trade in the place where the Head Office of the bidder is located, not more than three (03) months.
A.4	Attestation of bank account in the name of the enterprise, issued by a first rate-bank approved by the Ministry in charge of Finance. (See list of approved banks on document no 12 of this tender file)
A.5	Purchase receipt of Tender File issued by the Treasury of the Bamenda City Council one hundred thousand francs(100,000)CFA
A.6	A bid bond issued by a first rate-financial institution or insurance establishment approved by the Ministry in charge of Finance in conformity with COBAC conditions as of the table above bearing a fiscal stamp.
	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
Δ 8	An attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis-à-vis the Fund; the attestation valid within the given time.

A.9	An attestation of fiscal conformity
A.10	Certified copy of recent taxpayer's card, delivered by the chief of center of Taxes.
A.11	Location plan of the Company signed by the bidder on honour
A.12	Power of attorney if necessary
A.13	Group agreement where applicable
A.14	Special Technical Clauses initialed on all the pages and signed, dated and stamped on the last page.
A.15	Special Administrative Clauses completed and initialed on all the pages, signed, dated and stamped on the last page.

The second Internal Envelope shall be labeled **<<VOLUME B: TECHNICAL DOCUMENT>>>** and shall contain the following:

A. General presentation of bids Presence of all documents	yes/no
	yes/no
Clearness of the documents	/2
B. References of the company in similar works for the past five (05) years:	
- 02 certified copies of similar contracts (1st and last pages) which shall carry a point each	yes/no
Reception minutes for the above contract which shall carry a point each	yes/no
TOTAL B	/4
C. Equipment	
- Proof of ownership or hired of 2 trucks	yes/no
- Proof of ownership or hired of a grader	yes/no
- Proof of ownership or hired of a front head loader	yes/no
- Proof of ownership or hired of a pick-up	yes/no
Proof of ownership or hired of a compactor (cylinder)	yes/no
Proof of ownership or hired of a water tanker	yes/no
Proof of ownership of a manual compactor	yes/no
Proof of ownership of a tools (receipt of small tools)	yes/no
- Proof of ownership of a concrete vibrator in good operating condition	yes/no
- Proof of ownership or hired of a concrete mixer of at least 0.5m ³ volume	Yes/no
TOTAL C	/10
D. Qualification of site personnel	
- Organizational Chart of the enterprise	yes/no
- Organizational Chart of site with comments	yes/no

Works Director: Civil Engineer (Bac+3 minimum) with at least 05 years of working experience	
- Certified Diploma of work Director	yes/n
- Attestation of presentation of original diploma of works director	yes/n
- CV signed and dated by works Director	yes/n
- Professional experience of works Director at leasst five years	yes/ne
- Attestation of availability duly signed by the works director	yes/no
- Certified copy of National Identity card	yes/no
- Attestation from National Order of Civil Engineers(NOCE)	yes/no
Site foreman: Senior Civil Engineering technician with at least 05 years working experience (HND) in civil engineering* - Certified copy of certificate of site foreman	
- Attestation of presentation of original diploma of site foreman	yes/no
- CV signed and dated by site foreman	yes/no
- Professional experience of site foreman above five years	yes/no
- Attestation of availability of site foreman sign and dated	yes/no
- Certified copy of National Identity card	yes/no
Geotechnician (HND) in civil engineering with at least 3 years working experience*	yes/iic
- Certified copy of diploma*	voslno
- Attestation of presentation of original of diploma*	yes/no yes/no
- CV signed and dated	yes/no
 Experience in building construction and public works (≥3 yrs)* 	Yes/no
- Certified copy of National Identity card	yes/no
Surveyor holder of advance level with at least 3 years working experience* attestation of presentation of original of diploma	y C3/110
- certified copy of diploma	yes/no
experience in building construction and public works (≥3 yrs)	yes/no
- CV signed and dated	yes/no
Certified copy of National Identity card	yes/no
	yes/no
TOTAL D	/25
E. The methodology of intervention and execution of work Attestation of site visit	
Site visit report with pictures duly signed by presenter	yes/no
Site organisation in teams or options	yes/no
Description of the socio - environment measures for site protection	yes/no
Dispositions previewed for the security of personnel and other users	yes/no
Use of local manpower	yes/no
STC dully initialled and dated on each page and signed on the last page	yes/no yes/no

- Coherent planning with respect to tasks	yes/no
- Manpower deployment plan	yes/no
- Material deployment plan	yes/no
- Organisational chart of the enterprise	yes/no
TOTAL E	/11
F– Pre-financing	27
Attestation of credibility shall be at least 75% of the bid price	yes/no
TOTAL F	/1
GRAND TOTAL = TOTAL $(A+B+C+D+E+F)$	/53

<u>NB</u> 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.

The third Internal Envelope shall be labeled **<<VOLUME C: FINANCIAL DOCUMENTS>>** and shall contain the following:

No.	DESCRIPTION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes and with taxes
C4	Sub details of unit prices

ARTICLE 9: Currency of payment

This National Invitation to tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the works and the equipment defined in the present Invitation to Tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit price schedule is expressed in figures and letters and in six (06) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be based on the economic condition into force in Republic of Cameroon at the date of submission of bids.

ARTICLE 10: Transport and delivery

The materials for work must be protected during transportation through packaging whether by air, railway or road accordingly as the case may be. The conditions of storage must be of tropical type.

ARTICLE 11: Guarantee and retention guarantee

11.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed as of the table above. The validity of this guarantee is one hundred and twenty (120) days as from the date of submission of the bids.

11.2 Final Bond

The final Bond is fixed at two percent (2%) maximum of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

It will have to be made up in twenty (20) days following the notification of the signature of the Contract from a bank approved by the Minister in charge of Finances.

11.3 Retention Guarantee

Guarantee Retention of ten percent (10%) will be operated on amount inclusive of all taxes of the Contract. The corresponding sum will be paid or the released guarantee, with the final acceptance of work.

ARTICLE 12: Period of validity of the offers

The bidder will remain committed to his offer for Ninety (90) days as from the date of submission of bids date of the offers.

If at the end of this period, the Contract is not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 13: Number of copies of the bids which must be submitted (not applicable)

ARTICLE 14: Date and latest time of submission of bids (not applicable)

ARTICLE 15: Opening of the tenders

The Administrative documents, Technical and Financial bids shall be opened in a single phase on the 03/04 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 Internal Tenders Board 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.

ARTICLE 16: PROCEDURE OF AWARD OF CONTRACT

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

16.1The winner shall be notified through his/her official address or public media. He shall in five (05) days fulfil the formalities related to the awards, especially to submit seven (07) copies of the proposed contract that he/she has completed and signed, to the office of the Contracting Authority for final signature.

16.2 In the case where the enterprise does not fulfil these conditions, his/her choice shall simply be annulled without further notice and the next contender shall be called in for replacement.

Once the Contracting Authority has signed the contract, the contractor shall be notified with immediate effect. He has three (03) days to contact the Authorising Officer for the beginning of execution of works following notification of the Service Order to start work by the Project Manager. Failure to respect the date line shall call for withdrawal and eventual cancellation of contract.

16.3 The present contract can be cancelled outright in the cases provided for by Decree $N^{\underline{O}}$::2018/366 of 20th June 2018 in the Public Contracts Code.

Document n°4: Special Administrative Conditions (SAC)

Table of contents

CHAPTER I: GENERAL PROVISIONS	
1. Subject of the Compact	34
1 miles 2. I loccult of award of the contract	34
Article 3: Definitions and attributions.	34
	34
Article 5: Constitutive documents of the Contract.	34
Article 6: Applicable general texts.	34
Article 7: Communication.	35
Article 8: Service Orders and other correspondences.	36
Article 9: Contract of conditional phases	36
Article 9: Contract of conditional phases.	37
Article 10: Personnel of the Contractor.	37
CHAPTER II: FINANCIAL CLAUSES	37
	38
There is a find the compact	38
	38
	38
	38
- There is a contract of actualization of Prices	38
	38
milete 16. Valorisation of the works	39
There is, valorisation of Supply	39
riffere 20. Start-up advance.	39
THEOLOGIA THE WOLKS.	39
	40
Three 25. I charles for faleness	40
There are deticinent in case of a group of enterprise	40
Article 25. Final detail account	41
Title 20. Ochera and definitive navment	41
	41
There 20. Ottalip duty and registration of confract	41
CHALLER III: EXECUTION OF THE WODKS	41
There are interested in works	41
There so - Ourganous of the Contracting Anthority (CAC complements 1)	5000
There is a contract (article 38 of CAC)	41
- Roles did lesponsibilities of the contractor (article 40 - C 4 C)	42
Third JJ - I utility at the (IISDOSHION documents and site (outile) 42 - CO (O)	42
Throng 34 - Insulance of Structures and civil habilities (article 45 of CAC)	42
Title 10 10 De SIDINITED BY the contractor (article 10 10 10 10 10 10 10 10 10 10 10 10 10	42
A title 30 - Oleginsanon and security of the cita (article 50 of CAC)	42
There is a finite and the finite of the first of the firs	43
There is a sub-confidential familie of the familie of the families of the fami	43
Three 37 - Site idoulated valid lest farticle 33 of (.A.)	43
The state of the s	43
Article 41 - Use of explosives (article 60 of GAC)	43
CHAPTER IV: RECEPTION. Article 42: Provisional reception	43
Article 42: Provisional reception.	43
Article 43: Documents to be submitted after the execution of work	43
Article 44: Time limit for guarantee	44
The is a second of the interest of the interes	44
CHAPTER V: MISCELLANEOUS PROVISIONS	44
Article 47: Risks reserves and seem of S	44
Article 47: Risks, reserves and case of unforeseen circumstances.	44
Article 49: Formatting and reproduction of the	45
Article 49: Formatting and reproduction of the contract.	45
Article 50 and the last – Validity of contract	45
Tandity of contract	45

CHAPTER I: GENERAL

Article 1: Subject of Contract

The subject of this Contract shall be THE MAINTENANCE OF SOME EARTH ROADS IN MULANG BAMENDA. Under "Emergency Procedure"

Article 2: Contract award procedure

This Contract is awarded by Open National Invitation to Tender No 005/ONIT/BCCITB /2025 of 12/03/2025

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

3.1 General definitions (cf. Code)

- ✓ The Contracting Authority shall be The City Mayor of the Bamenda City Council. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- ✓ The Contract Manager shall be The Director of Technical Services in the Bamenda City Council. In this capacity, he shall ensure the respect of the administrative, technical and financial clauses of this contract.
- ✓ The Contract Engineers shall be the Divisional Delegate of MINHDU Mezam and an Engineer in the Department of Technical Services of the Bamenda City Council. They shall validate the different the works done, from the installation of the Contractor to the Provisional Technical Reception.
- ✓ The Regional Delegation of MINMAP North West shall carry out unannounced control for the execution of this project
- ✓ The Contractor shall be the holder of the contract in the above subject

3.2 Security

This Contract may be used as security subject to any form of transfer of the debt. In this case:

- The authority in charge of ordering payment shall be The City Mayor Bamenda City Council.
- The body or official in charge of payment shall be The Treasurer Bamenda City Council.
- The official competent to furnish information within the context of execution of this Contract shall be The Director of Technical Services Bamenda City Council.
- The authority in charge of clearance shall be The Specialised Finance Controller of the Bamenda City Council
- 3.3 Duties of the Control Mission, Project Manager (Not applicable)
- 3.3.1 Control Missions [to be specified]. (Not applicable)

Article 4: Language, law and regulation applicable

- 4.1 The language to be used shall be English and/or French.
- 4.2 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: Constituent documents of the Contract (Article 4 of GAC)

The constituent Contractual documents of this Contract are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;

- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents;
- 7) The General Administrative Conditions applicable on Public works Contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract.

Article 6: General instruments in force

This Contract shall be governed by the following general instruments [to be adapted according to the case]:

- 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 5th August 1996 on the management of the environment;
- 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 20th June 2018 to institute the Public Contracts Code and its texts of application;
- 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;
- Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
- Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
- 14. Decree No. 2012/075 of 8th 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;
- 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

- Order No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
- 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 № 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, mall 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)

- 7.1 All notifications and written communication within the framework of this Contract shall be sent to the following address:
- a) In the case where the contractor is the addressed: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Contract Manager and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.
- b) In case where the Contracting Authority is the addressee: correspondences shall be addressed to: The City Mayor of Bamenda City Council with copies to the Contract Manager and the Contract Engineer.
- 7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Contract Manager.

Article 8: Administrative Orders (Article 8 of GAC)

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

8.1 The Administrative 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 Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer and the Paying Body, where applicable.

- 8.2 Upon proposal by the Contract Manager, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer, and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Manager with a copy to the Contract Manager, the Regional Delegation of Public Contract North West.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contract Engineer and the Regional Delegation of Public Contract North West.
- 8.6 Administrative 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 Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative 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 with conditional phases (Article 9 of GAC) Not applicable

- 9.1 This Contract has only one phase for 2025 financial year. At the end of phase one, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 10.1 Any modification, even partial, made on the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the personnel replaced shall be a member of staff of equal competence (qualifications and experiences).
- In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The contract Manager has 5 (five) days to notify his opinion in writing with a copy sent to the Contract Engineer. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties.

CHAPTER II: FINANCIAL CONDITIONS

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

11.1 Final bond

The final bond shall be set at 2 % of the amount of the Contract, inclusive of all taxes.

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

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

11.2 Performance bond

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

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the Contractor.

11.3 Guarantee of start-off advance

The contractor may be granted a start off amount of 20% of the contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

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

	fount of the Contract (11 tieses 20 in 11
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 TSR and/orCFA F
_	Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment

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

a.	For payments i	n CFA francs (amount in figures and letters exclusive of	taxes) by credit to
	account No	OPEN in the name of the Contractor in the	bank.
			50 TO 10

b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account N°._____ OPEN in the name of the Contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

- 31.1 Prices shall be firm.
 - a. Payments on account made to the Contractor as advances shall not be revisable.
 - b. Revision shall be "frozen" upon expiry of the Contractual time-limit, except in the case of price reductions.
- 31.2 Price updating modalities (Not applicable)

Article 15: Price revision formulae (article 21 of GAC)

(Not applicable)

Article 16: Price updating formulae (article 21 of the GAC)

(Not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

- 17.1 The percentage of works under State supervision shall *not exceed 2%* of the amount of the Contract and its additional clauses, where applicable.
- 17.2 In the case where the Contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
 - The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
 - The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
 - The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
 - building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
 - The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

Article 18: Evaluation of works (article 23 of the GAC)

The work done shall be evaluated using the unit price.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

19.1[indicate, where applicable, the modalities for payment of supplies].

19.2No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

- 20.1 The Contracting Authority may grant a start-off advance equal to 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 financial establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the Contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.
- 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 Project Owner 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-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented) 21.1 Establishment of works executed

Before the 30th of each month, the Contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

21.2 Monthly detailed account

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

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

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

- 100-2.2 or 5.5% paid directly into the account of the Contractor;
- 2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.

The amount of payment on account shall not exceed the value of the technical execution phases carried out.

Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

21.3 Detailed account of start-off account (specify).

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 Decree No. 2018/366 of 20 June 2018 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^{th)} of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;
 - b) One thousandth (1/1000^{th)} of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.
- 23.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial Contract inclusive of all taxes.

B. Specific penalties

- 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, shall be one five thousandth (1/5000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;
 - Late submission of the draft execution schedule if the lateness is caused by the Contractor shall be one five thousandth (1/5000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;

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

- 1. In the case of a group of enterprises, indicate the method of payment of co- and sub-Contractors, where need be.
- 2. Indicate the method of payment of sub-Contractors, where need be.

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

- 25.1After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, 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 Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.
- 25.3The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.

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

26.1 The Contract Manager or the Project Manager has up to thirty (30) days to establish the general detailed account and forward to the Contractor after final acceptance.

At the end of the guarantee period which results in the final acceptance of the works, the Authorising Officer draws up the general and final detailed accounts of the Contract which he 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 up to thirty (30) days to return the signed final detailed account.

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 IAR 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);
 - Council dues and taxes:
 - 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 cost 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: (position or volume of works) (To be specified cf. Special Technical Conditions)

Article 30: Roles and responsibilities of the Project Owner (GAC supplemented)

30.1 The Project Owner 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 Project Owner 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 **three** (03) calendar months.
- 31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

Article 32: Roles 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 Contract Engineer in *five* (05) copies at the beginning of each.

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 Project Owner 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 Contractor shall take out a third party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

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

35.1 Programme of works, Quality Assurance Plan and pegging map.

a) Within a maximum deadline of *fifteen (15) days* from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in *six (6)* copies for the approval of *project owner after the endorsement of the Contact Engineer* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

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

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

- Either the indication "GOOD FOR EXECUTION";
- Or the indication of their rejection including the reasons for the said rejection.

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

The approval given by the Project Owner does not in any way release the Contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the Contractual schedule.

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

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) 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.

d) The approval granted by the Contract Engineer 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 draft

- a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Contract Engineer has a deadline of *five (05) days* to examine and make known his observations. The Contractor then has a deadline of (04) four *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 fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put at the Contractors' disposal the text to be used.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified 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 Owner shall notify within [five] days following the date of notification of the Administrative 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 not exceed 30 % of the initial amount of the Contract and its additional clauses.

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

- 39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Manager has a deadline of three 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 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) (specify)

CHAPTER IV: ACCEPTANCE

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the Contractor shall request in writing the Contract Engineer to organize a technical visit for pre-acceptance. This visit shall include the following operations.

Qualitative and quantitative evaluations of the different works that have been executed.

- > Findings and statement of the unexecuted task envisaged in the present contract.
- > Findings relative to the completion of the work
- > Findings on the quantity of works that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Contract Engineer (s);
- MINMAP/NW (Observer);
- Contractor.

During this pre-reception, the Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the Contract.

42.2 Acceptance

The acceptance commission shall comprise:

- The Project Owner or his representative as chairperson;
- The secretary General BCC as member
- The Contract Manager as member;
- The Contract Engineer as secretary;
- The Stores Accountant BCC as member;
- The representative of MINMAP as observer;
- The Contractor as observer.

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report of the works shall be prepared by the Contract Engineer and sign by all the commission members.

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

- The contractor shall furnish within one (1) month after completion of the works five (5) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.(for lots 2,3,4)
- A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

Article 44: GUARANTEE PERIOD.

The guarantee period is four (04) year from the date of the provisional acceptance.

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

Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee.

The procedure for final acceptance shall be the same as for provisional acceptance

Chapter V: Sundry provisions

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

The Contract may be terminated as provided for in 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 Administrative Order or unjustified stoppage of 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 force majeure (article 75 of the GAC)

If the Contractor were to raise the issue of force majeure, 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 court in the North-West Region of the Republic of Cameroon.

Article 49: Production and dissemination of this Contract

Twenty (20)] copies of this Contract shall be produced at the cost of the Contractor and furnished 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 : SpecialTechnical Clauses (STC)

Table of Contents

<u>I.</u> G	GENERAL INDICATIONS	16
		48
I.1.	PURPOSE OF THIS DOCUMENT	
I.2.	CONSISTENCY OF THE WORK	48
I.3.	DESCRIPTION OF THE WORK	48
I.3.1.	INSTALLATION OF THE SITE	48
I.3.2.	EARTHWORKS AND BACKFILLING:	48
I.4.	TECHNICAL REFERENCES	48
I.5.	TECHNICAL REFERENCES	48
I.5.1.	TECHNICAL STANDARDS	49
1.5.2.	TECHNICAL STANDARDS	GTIJ49
I.5.3.	GENERAL ENVIRONMENTAL REQUIREMENTS	49
I.6.	SITE LOG BOOK AND SITE MEETING.	49
I.7.		
I.8.	DEFINITION OF THE WORK TO BE CARRIED OUT	49
I.9.	MEETING TO START WORK	50
		51
II O	RICIN QUALITY AND PREPARATION OF THE	
11. 0	RIGIN, QUALITY AND PREPARATION OF MATERIALS	51
II.1.	PROVENANCE	51
11.2.	QUALITY OF MATERIALS	
II.2.1.	ORAINI E ARENA	
II.2.2.	ROBBLE STONES FOR MASONRY	
II.2.3.	BINDERS	
	CDMDM	12/1/200
11.3.	LABORATORY	53
III. M	ETHOD OF EXECUTION OF THE WORK	
		53
III.1.	INSTALLATIONS	
III.1.1.	INSTALLATIONS	53
III.1.2.	SITE INSTALLATION	53
III.1.3.	IMPLANTATION	53
III.1.4.	INTERNAL REGULATIONS	54
III.1.5.	WITHDRAWAL FROM THE SITE	54
III.2.	MISCELLANEOUS BACKFILL FROM BORROW PITS MATERIALS FOR MORTAR CONCRETE AND DEVICE AND D	54
III.3.	MATERIALS FOR MORTAR, CONCRETE AND REINFORCED CONCRETE	55
	THE AND REINFORCED CONCRETE	58
IV MI	ETHOD OF EVALUATING THE WORK	
IV. IVII	ETHOD OF EVALUATING THE WORK	60
IV.1.	GENERAL CONDITIONS OF EVALUATION	60
IV.2.	DEFINITION OF PRICES	61
V. EN	VIRONMENTAL PROTECTION	
		65
V.1.	SITE INSTALLATION	
V.2.	OPENING OF A QUARRY DEPOSIT OF TRANSPORT	65
V.3.	OF ENTING OF A QUARKY, DEPOSIT OR TEMPORARY CLASS RORROW DIT	(=
V.4.	OSE OF QUARKI, DEPOSIT OR PERMANENT CLASS RODDOW DIT	
V.4. V.5.	VEGETATION CONTROL	
V.5. V.6.	LOADING AND TRANSPORT OF BORROWED MATERIALS AND EQUIPMENT SANCTIONS AND PENALTIES	(7

I. GENERAL INDICATIONS

I.1. PURPOSE OF THIS DOCUMENT

The purpose of this contract is to carry out the maintenance works on some earth roads in Mulang Bamenda financed by the Public Investment Budget of the Bamenda City Council for 2025 under budget line,

I.2. CONSISTENCY OF THE WORK

The purpose of the work is to:

- Site installation;
- Site Preparation;
- Earthworks;
- Drainage works
- all the conditions necessary for the proper execution of the project.

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	: General Provisions for the various types of work
Volume n° 2	: 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	: Construction and maintenance of road structures
Volume n° 30	: Transport by road of materials for the construction and maintenance of pavements
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. <u>Technical standards</u>

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.

I.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.

QUALITY OF MATERIALS 11.2.

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.

ACCEPTABILITY CRITERIA		Specifications
Bearing capacity CBR at 95 % of the OMP, 4 days steep		≥ 40
Maxi dry density at 95% of the OMP	T/m ³	≥ 1,8
Plasticity index	Ip	≤ 25
Pourcentage of fines <0,08 mm	F	5≤F≤30
Plasticity modulus	F.IP	< 500
Linear swelling	%	<1
QUALITY CRITERIA		
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, Labogenie, 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 Cocontractor 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, 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 Cocontractor 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 reenplaning 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 centimetres, 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 m2,

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

• an in-situ density measurement every 1,000 m2,

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 centimetres (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 m3 of aggregates,
- 1 particle size analysis test per batch of 200 m3 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 Cocontractor 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 Cocontractor 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.

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,

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 GTC.

• Title I. Section I of Fascicle 62 of the French GTC.

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 labour costs,
- the expenses incurred by regulations on the health and safety of workers, and by compliance with the Highway Code and the Labour 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.

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
- 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

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 (002 Price)

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.
- 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 (Is)

SERIES 100 - SITE INSPECTION

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 (price102)

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 (price104)

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

Cut and through (price 201a)

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 subjection.

Fill from borrow pit (price 202a)

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 subjection 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

Clearing of riverbeds (price n° 203)

This award pays for clearing and cleaning and rehabilitating riverbeds to ensure better flow of runoff within the existing project right-of-way.

It includes:

- all access subjections,
- 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 METRE (m²) actually cleared as a result of a contradictory quantity survey.

SERIES 300 – ABUTMENT FOUNDATIONS, WING WALL AND DECK Rubble (price 301)

This price remunerates per CUBIC METRE (m3) 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 for scupper (price 301a)

This price remunerates per CUBIC METRE (m3) 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 on site of all the materials necessary for the fabrication of concrete and its puttingin 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,
- stripping, 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 (m3).

Reinforced concrete for box culvert (price 309c)

This price remunerates per CUBIC METRE (m3) 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,
- stripping, backfilling, damming or compaction, restoration of the surroundings,
- all execution constraints.

The quantity to be taken into account results from the quantities

IPE 280 for beams and all restraints (price 311a)

This price remunerates the **LINEAR METER (ml)** for the supply and implementation of the IPE 280 to the specifications of this CCTP.

- It includes:
- supplies and transport to the field of work of the IPEs;
- their fixing to the structure according to their position as they are installed;
- any other subjection.

IPE 400 (price 311b)

This price remunerates the **LINEAR METER (ml)** for the order and implementation of the IPE 400 to the specifications of this CCTP.

It includes:

- supplies and transport to the field of work of the IPEs;
- their fixing to the structure according to their position as they are installed;
- any other subjection.

400 SERIES - EQUIPME

Galvanized guardrails (price 401)

This price remunerates the LINEAR METRE (ml) of the manufacture and implementation of galvanized guardrails according to the execution plans approved by the Delegated Project Manager and to the specifications of this Special Technical Specifications.

It includes:

- the supply and transport on site of all the materials necessary for the manufacture of galvanized railings;
- their attachment to the structure;
- all execution constraints.

Whip holes (Barbican) (price 403)

This price remunerates per unit (u) the ordering, training the implementation of barbicans to the specifications of this STC.

It includes:

- supplies and transport of barbicans on site;
- their attachment to the structure;
- any other subjection.

Drainage (price 404)

This price remunerates the LINEAR METRE (ml) for the order, formulation and implementation of the drainage elements to the specifications of this technical specifications.

It includes:

- supplies and transport of the elements on site;
- their attachment to the structure;
- any other subjection.

Traffic signs (price 405)

This price remunerates per unit (u) the ordering, design, formulation and implementation of the road signs to the specifications of this technical specifications.

It includes:

- the supply and transport of the panels on site;
- their location;

any other subjection.

Beacons (price 406)

This price remunerates per unit (u) the ordering, design, formulation and implementation of the tags to the specifications of this technical specifications.

It includes:

- the supply and transport of the beacons on site;
- their installation;
- any other subjection.

500 SERIES - SANITATION

Concrete ditch 40 x 40 (price n°504)

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.

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

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 authorised 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

	UNIT PRICE SLIP (UPS) FOR THE FOR THE MAINTENANCE OF SOM IN MULANG BAMENDA.	ME EARTH ROADS
	Stretch 1 Street 2 Mulang 1,12 Km	
	Stretch 2 Street 3 Mulang 0.97 Km	
	Stretch 3 Street 5 Mulang 0.60 Km	
	Stretch 4 Street 1 Junction - Ntankah 2 Junction - Ntansen Health	Center 1.50 Km
	TOTAL LENGTH 4.19 Km	
Price	Description of worksand unit prices in words	Unit prices in
Nº	8	figures(F.CFA)
001	SITE INSTALLATION	8 ()
	Site Installation This price remunerates under the general conditions previewed in the contract in a LUMP SUM site installation.	
001	The LUMP SUM at FCFA	
	Execution programme	
	This price remunerates under the general conditions previewed in the contract in a LUMP SUM site installation.	
002	The LUMP SUM at FCFA	
100	PREPARATORY WORKS	
	<u>Clearing of road side</u> : This price remunerates under the general conditions previewed in the contract in SQUARE METERS Bush clearing.	
101a	The SQUARE METER at FCFA	
	<u>Cleaning of the road surface</u> : This price remunerates under the general conditions previewed in the contract in SQUARE METERS Bush clearing.	
101b	The SQUARE METER at FCFA	
	Tree cutting: This price remunerates under the general conditions previewed in the contract in UNITS	
101c	the UNIT at Francs CFA	
	<u>Diversion of water course/road:</u> This price remunerates under the general conditions previewed in the contract in a LUMP SUM	
102	The LUMP SUM at FCFA	
	Clearing of road side: This price remunerates under the general conditions previewed in the contract in SQUARE METERS Bush clearing.	
105	The SQUARE METER at FCFA	
200	EARTH WORKS	
	Excavation of trenches: This price remunerates under the general conditions previewed in the contract in CUBIC METERS	
201	the CUBIC METER at Francs CFA	
	Compacted fill from borrow pit on both sides of the culvert: This price	
202	remunerates under the general conditions previewed in the contract in CUBIC METERS	

	the CUBIC METERS at Francs CFA	
300	MASONRY, CONCRETE AND METAL WORKS	
300	Construction of compacted stone layer: This price remunerates under the general conditions previewed in the contract in CUBIC METERS the CUBIC METERS at Francs CFA	
301	West of the second seco	
	Lean concrete dosed at 250kg/m3: This price remunerates under the general conditions previewed in the contract in CUBIC METERS	
302	the CUBIC METERS at Francs CFA	
500	DRAINAGE WORKS	
501	Construction of reinforced concrete ring culverts & box culvert	
	Construction of reinforced concrete ring culvert \(\text{\text{\$\text{000mm}}}\): This price remunerates under the general conditions previewed in the contract in LINEAR METER	
501a	the LINEAR METER at Francs CFA	
	Construction of reinforced concrete ring culvert heads \(\text{O800mm}\): This price remunerates under the general conditions previewed in the contract in LINEAR METER	
501b	the LINEAR METER at Francs CFA	
502	Construction of reinforced concrete ring culverts heads/chambers	
502.1	Construction of reinforced concrete ring culvert heads \(\text{O600mm}\): This price remunerates under the general conditions previewed in the contract in UNITS the UNIT at Francs CFA	
302.1	Construction of reinforced concrete ring culvert heads \(\theta 800 \text{mm}\): This price remunerates under the general conditions previewed in the contract in UNITS the UNIT at Francs CFA	
502.2		
503	Construction of reinforced concrete box culvert 400kg/m3 Box culvert 1.50 x 2.00m: This price remunerates under the general conditions	
	previewed in the contract in LINEAR METER	
503.1	the LINEAR METER at Francs CFA	
	Box culvert heads: This price remunerates under the general conditions previewed in the contract in UNITS	
503.2	the UNIT at Francs CFA	

Document n° 7: DETAIL ESTIMATE

\mathcal{O}
Z
¥.
A
j M
2
Ą
5
\geq
Z
$\overline{\mathbf{S}}$
Э
0
R
E
R
EA
Ξ
\geq
S
OF SO
F, OF SO
JCE OF SO
ANCE OF SO
NANCE OF SO
TENANCE OF SOME EARTH ROADS IN MULANG BAMENDA
Z
5
AIN
MAIN
HE MAINT
ATE FOR THE MAINT
ATE FOR THE MAINT

	1												
				750	QUANTITIES	ES				AMOUNT (FCFA)	r (FCFA)		
PRICE No	DESCRIPTION	TINU	Street 3 Mulang	Street 2 Mulang	Street 5 Mulang	Street 1 Junction – Ntankah 2 Junction – Ntansen Health Center	TOTAL	UNIT PRICE (FCFA)	Street 3 Mulang	Street 2 Mulang	Street 3 Mulang	Street 1 Junction – Ntankah 2 Junction – Ntansen Health Center	TOTAL PRICE (FCFA)
	LENGTH	KW	0.97	1.12	9.0	1.5							
100	SITE INSTALLATION												
0	Site Installation	LS	0.25	0.25	0.25	0.25	1.00						
-	Execution programme	rs	0.25	0.25	0.25	0.25	1.00						
	SUB TOTAL 100												u l
100	PREPARATORY WORKS												
101a	Clearing of road sides	m ²	970.00	1120	0	1500	3590.00						
101b	Cleaning of the road surface	m ²	00.00	0	1,800	0	1800.00						
101c	Tree cutting	n	0.00	0	0	0	0.00						
102	Diversion of water course/road	FS	0.00	0	0	-	1.00						
203	Demolition of existing structures		0.00	0	0	0	00.00						
304	Inplantation						0.00						
105	Scarification grading and compaction of existing road surface	m ²	3880.00	4,480	0	4500	12860.00						
14. 15.	SUB TOTAL 200												

200	EARTHWORK					The second secon				
201a	Excavation of trenches	m ³	49.50	82.8	79.2	75.9	287.40			
202a	Foundation course in compacted laterite from borrow pit	m³	727.50	840	720	3000	5287.50			
202b	Base course in compacted laterite from a borrow pit	m³	485.00	999	360	006	2305.00			
	SUB TOTAL 200									
300	Masonry, concrete and metal works									
301	Construction of compacted stone layer	m³	1	0	0	22	22.00			
302	Lean concrete dosed at 250kg/m ³	m³	5.64	2.48	1.4	2.2	11.72			
303	Rip rapping at the inlet and outlet of the in Mezam valley	m ²				13.6	13.60			
	SUB TOTAL 300									
400	EQUIPMENT									
401	Galvanized iron hand rails	lm	T	0	0	0				
402	Whip holes	U								
	SUB TOTAL 400									
200	DRAINAGE WORKS									
501	Construction of reinforced concrete ring culverts & box culvert									
501a	009 ↔	lm	9 1 0	41	32		73.00			
501b	⊕ 800	lm	16.00	0	0	22	38.00			
502	Construction of reinforced concrete ring culverts heads/chambers									
502.1	009 ↔	n		10	8		18.00			
502.2	008 ↔	n	4.00	0	0	4	8.00			

SUB TOTAL 500					
TOTAL(EAT)					
TVA (19.25%)					
AIR (2.2%)					
TOTAL(IAT)					
NET PAYMENT					
Closed at:					