

REPUBLIQUE DU CAMEROU
Paix – Travail – Patria
MINISTERE DE LA DECENTRALISATION
ET DE LA DEVELOPEMENT LOCAL
RÉGION DU NORD-OUEST
COMMUNE DE JAKIRI
TEL: (237) 652939462
BP. 2, JAKIRI
Email: jakirimunicipality@yahoo.com



THE PLACE TO BE

REPUBLIC OF CAMEROON
Peace – Work – Fatherland
MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT
NORTH WEST REGION
JAKIRI COUNCIL
TEL: (237) 652939462
P.O. BOX 2 JAKIRI
www: jakiricouncil.org

JAKIRI COUNCIL INTERNAL TENDERS BOARD
TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER
N° 04/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026
FOR THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER
KILENDZEV LINKING TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL,
BUI DIVISION OF THE NORTH WEST REGION**

FUNDING: MINDDEVEL 2026 BUDGET

JANUARY 2026

TABLE OF ABBREVIATIONS

ARMP : Public Contracts Regulatory Agency

UPS : Unit Price Schedule

BOQ : Bill of Quantities and Cost Estimates

MINMAP : Ministry of Public Contracts

PO/DPO: Project Owner/Delegated Project Owner

UPB : Unit Price Breakdown

CIPM : Internal Tenders Board Commission

CCCM : Central Commission for the Control of Public Contracts

CSPM : Special Tenders Board Commission

CDPM : Divisional Tenders Board Commission

DTAO : Typical Tender Document

DAO : Tender Document

TABLE DES SIGLES

ARMP : Agence de Régulation des Marchés Publics

BPU : Bordereau des Prix Unitaires

DQE : Devis Quantitatif et Estimatif

MINMAP : Ministère des Marchés Publics

MO/MOD : Maître d'Ouvrage/Maître d'Ouvrage Délégué

SDPU : Sous-Détail des Prix Unitaires

CIPM : Commission Interne de Passation des Marchés

CCCM : Commission Centrale de Contrôles des Marchés Publics

CSPM : Commission Spéciale de Passation de Marchés Publics

CDPM : Commission Départementale de Passation des Marchés Publics

DTAO : Dossier Type d'Appel d'Offres

DAO : Dossier d'Appels d'Offres

CONTENT OF THE TENDER DOCUMENT (TD)

Doc 1 : Tender notice (TN) (English and French version)

Doc 2 : General Rules of the Tender Document (GRTD)

Doc 3 : Specific Rules of the Tender Document (SRTD)

Doc 4 : The special Administrative Clause document (CCAP)

Doc 5 : The Technical Specifications document (CPT)

Doc 6 : Schedule of Unit Prices (BPU)

Doc 7 : Schedule of the Bill of Quantities and Cost Estimates (DQE)

Doc 8 : Frame Work of breakdown of Prices

Document No. 9: Draft Contract

Document No. 10: Model documents to be used by bidders

10.1 Model of tender letter ;

10.2 Model of Bid Bond (Temporary Bank guarantee for tender) ;

10.3 Model of final bid bond (final bank guarantee) ;

10.4 Model of bank guarantee for the restitution of start-up advance ;

10.5 Model of The Attestation of site visit;

10.6 Model of Information on the proposed key personnel to be deployed ;

10.7 Recapitulative Model form for the company references ;

10.8 Model form for power of attorney (in case of joint ventures) ;

10.9 Model form of agreement for joint-venture ;

Document No. 11: Noting sheet for the Technical Bid;

Document No. 12: Declaration of social and environmental engagement

Document No. 13: Visa of Maturation or Justifications of studies realized

Document No. 14: List of banking establishments and financial bodies authorised to issue bonds for public contracts.

Document No. 15: Procedure for Online Procurement

Document No. 1:
Tender Notice

Document 1.a

ENGLISH VERSION

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

JAKIRI COUNCIL

JAKIRI COUNCIL INTERNAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTÈRE DE LA DÉCENTRALISATION ET
DEVELOPPEMENT AND LOCAL

REGION DU NORD OUEST

DEPARTEMENT DU BUI

COMMUNE DE JAKIRI

COMMISSION INTERNE DE PASSATION DES
MARCHE DE LA COMMUNE DE JAKIRI

OPEN NATIONAL INVITATION TO TENDER

N° 04/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026

FOR THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING
TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST
REGION

FUNDING: MINDDEVEL 2026 BUDGET

The Lord Mayor Jakiri Council; CONTRACTING AUTHORITY, initiates on the behalf of the Republic of Cameroon, an Open National Invitation to tender for the realization of the operation mentioned above:

1. Subject of the invitation to Tender :

Within the framework of Construction/Reconstruction of Collapsed Engineering Structures, the Project Owner or Owner hereby launches an Open National Invitation to tender for the CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION.

2. Nature of Works

Work to be done consists of the CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO in Jakiri Council Area, Bui Division. The works include the following:

- Lot 100: Site installation and preparatory works
- Lot 200: Site preparation
- Lot 300: General earth works
- Lot 400: Foundation-Abutment-Wing Wall-Deck
- Lot 500: Equipment
- Lot 600: External works

3. Tranches/Allotment:

The works are presented in One (01) lot.

4. Estimated Cost :

N°	Project Name	Estimated Cost including (TTC) in Fcfa
1	Construction of a Permanent Bridge over River Kilendzev linking Tarshem-Tadu-Kumbo in Jakiri- Council, Bui Division Of The North West Region.	75,000,000

The estimated cost of the operation following preliminary studies is **Seventy Five Million, (75,000,000) Francs CFa.**

5. Estimated execution deadline

The maximum time frame provided for by the Project Owner for the execution of works subject of this open national invitation to tender is Four (04) calendar months. This time frame shall run from the date of notification of the administrative order to commence the services.

6. Participation And Origin Of Bidders:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon.

7. FUNDING :

The Works on this tender are funded by **2026 MINDDEVEL BUDGET** The previewed cost of the entire works of this Open National Invitation to tender is: **Seventy Five Million, (75,000,000) Francs CFa** all taxes included.

8. Bidding Method :

The mode of submission selected for this consultation is offline.

9. ADMINISTRATION CHARGED WITH THE SIGNING OF THE CONTRACT

After the examination of the tender documents of the various bidders, and the choice of the successful bidder by the contracting authority, the contract will be signed between the latter and the Contracting Authority who is the **Lord Mayor of Jakiri Council.**

10. TEMPORAL BID BOND (TENDER GUARANTEE) :

The offer must include temporary caution (bid bond) which is valid for ninety (90) days from the date of bid opening and done following the sample indicated in this Tender File and issued by a financial body of first category authorized by the Minister in charge of Finance to issue bonds for public contracts. The amount of the bid bond is indicated in the table below:

Nº	Amount in Figures(Fcfa)	Amount in Words (Fcfa)
1	800 ,000	Eight hundred Thousand

To avoid reject, the bid bond has to be an original copy which is less than three months.

The bid bond will released for unsuccessful bidders once the publication of the award is done. In case the bidder is attributed the contract, the bid bond will be released only when the final bond has been produced. Bank cheques (even certified) will not be accepted in place of the bid bond. The Bid bond will be validated by a receipt of deposit at CDEC.

11. CONSULTATION OF TENDER FILE :

The hard copy of the file may be consulted free of charge during working hours in the services of the PO/DPO at the JAKIRI Council premises as soon as this notice is published.

12. Acquisition Of The Tender File :

This receipt should be able to identify the buyer as the representative of the bidder, wishing to participate in the consultation.

The hard copy of the Tender file may be obtained from the Jakiri Council premises as soon as this notice is published against payment of a non-refundable sum of **One Hundred Thousand (100,000) Francs CFA Francs**, payable at the Jakiri Council Treasury.

During the acquisition of the tender file, the bidder will fill in the register indicating his complete address (PO Box, Telephone number, fax, Email).

It is equally possible to obtain the electronic version of the Tender File by downloading it free of charge through the addresses indicated above. However, online submission is subject to the payment of Tender File purchase fees.

13. PRESENTATION OF THE BIDS

The bid documents will be presented in three envelopes as illustrated below:

The Envelope A containing Administrative documents (volume 1);

The Envelope B containing Technical documents (Volume 2);

The Envelope C containing financial documents (Volume 3).

All constituted documents (Envelopes A, B and C), will be put in a big sealed envelope bearing only the title of the Open national invitation to tender.

The various documents in each bid will be numbered in the order of the tender file and with separators of different colors other than white.

14. SUBMISSION OF BIDS :

Each bid, prepared in English or in French in **(07) seven copies**, that is **(01) one original and (06) six copies** noted as such, shall be forwarded to the contracting authority, notably to the Secretariat of Jakiri Council Tenders board, situated at the Jakiri Council latest the : **18/02/2026** at 10:00am local time bearing

OPEN NATIONAL INVITATION TO TENDER
N° 04/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026
FOR THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING
TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST
REGION To be opened only during session.

15. ACCEPTABILITY OF BIDS :

Bids that will be submitted after the date and time mentioned above or those that will not respect the separation model indicated in the different documents in each bid shall not be accepted.

All the bids that are not conform to the prescriptions of this tender file shall not be accepted.

The absence of the stamped bid bond drawn up using the model proposed in the tender file and issued by a bank or an insurance company accredited to issue bonds within the framework of public contracts, valid within **Ninety (90)** days.

To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender.

These Administrative documents have a validity period of three (03) months. This validity period has to begin after the date of the launching of the tender.

16. OPENING OF BIDS :

The opening of bids shall take place on the **18/02/2026** (*PUT the date of the opening of bids*) **at 11:00Am** (*time of opening of bids, one hour after that of the deposit*), in the conference hall of the JAKIRI Council tender's Board.

The opening of bids will be done at once and in three stages:

- Stage 1: Opening of envelope A containing Administrative document (volume 1),
- Stage 2: Opening of envelope B containing Technical document (volume 2)
- Stage 3: Opening of envelope C containing financial document (volume 3).

All the bidders can take part in this opening session or can be represented by one person dully mandated (Even in case of joint-venture) who has a perfect mastery of the tender file

To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender. These Administrative documents have a validity period of three (03) months. This validity period has to begin after the date of the launching of the tender.

In case of absence or non-conformity of an administrative document during the opening session, after a **deadline of 48 hours** given by the commission, the offer will be rejected.

17. MAIN CRITERIA OF EVALUATION OF THE BIDS :

17-1- : ELIMINATORY CRITERIA:

A-Administrative Documents

- a) Absence during bid opening session of original copy of bid bond issued by a first-class financial organization authorized by the Ministry of Finance to issue Bid Bonds within the framework of public Contracts; BACKED BY CDEC RECEIPT
- b) Non-conformity after a period of 48 hours following the deposit of bids, of at least one Administrative document;

B-Technical Documents

- a) Absence of the declaration by the bidder attesting that the latter has not abandoned any contract within the last three(03) years, and that he does not figure in the list of non-performant companies established by MINMAP.
- b) Absence of integrity chart dated and signed.
- c) Absence of declaration on the engagement to respect environmental clauses;
- d) Absence of financial capacity drafted with respect to the COBAC model issued by first class bank approved by the Minister of Finance;

N°	Amount in figures Fcfa	Amount in Words Fcfa
1	800,000	Eight hundred thousand

- e) Did not validate 2/3 of the essential criteria and obligatorily the equipment criteria;
- f) Did not have the minimum required equipment
 - excavator
 - A dump Truck
 - Concrete Mixer
 - Concrete Vibrators
 - Manual compactors
 - A Pick Up 4 x 4
- g) Absence of attestation of site visit dated, stamped and signed by the bidder;
- h) Absence of categorization certificate issued by MINMAP
- i) Proof of acceptance of clauses within the contract

C-Incomplete financial bid for absence of one of the following documents:

- a) Unit Price breakdown non-conform with that of the tender file ;
- b) The unit price schedule non-conform with that of the tender file;
- c) Absence of a quantified price in the financial offer;
- d) Absence of an element in the financial offer (the tender letter, the Unit Price Schedule, the Bill of Quantities and cost Estimates.

D-General Eliminary Criteria:

- a) Absence of the soft copy of the bid or non-respect of the format for the files
- b) Absence of original copy of bid bond

- c) False déclaration, falsified documents or non authentic, fraudulent practices

17-2 : Essential criteria :

The technical bids will be evaluated according to the following ten (10) main criteria:

- a. Key personnel of the enterprise on **three (03)** criteria ;
- b. The site equipment to be mobilized on **five (05)** criteria ;
- c. The Enterprise references on **two (02)** criteria.

NB: A civil servant without any justification of secondment from the public service will not be evaluated;

18. Award of contract :

The contract will be awarded to the lowest bidder, fulfilling the required administrative, technical, and financial criteria.

The Project Owner has the discretion not to award the contract to a bidder who has an ongoing contract within the zone, having non satisfactory performances (cancelled or abandoned) or a bit satisfactory (Formal notice with evaluation being unsatisfactory or a notified evaluation of noncompliance within six months of award or contract cancellation underway)

19. Maximum Number of Lots:

A bidder can be attributed just one (01) lot given that the bid is for a single lot.

20. Validity of Bids

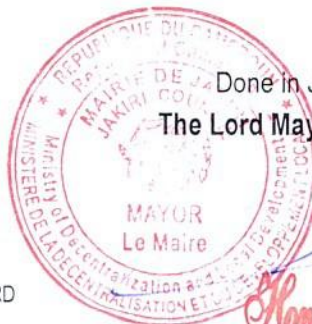
The bidders remain engaged to their offer within Ninety (90) days from the submission date of the bids.

21. Additional information

Additional information in relation to technical details can be obtained at the office of the contracting authority, notably The Mayor of Jakiri Council.

22. Fight against Corruption and Malpractices

For all reports on practice, acts of corruption or malpractice, you can contact the National Anti-Corruption Agency on 1517, Authority in charge of Public Contracts(MINMAP) (sms or call) on: (+237) 673 20 57 25 and 699 37 07 48.



Done in Jakiri: 23/01/2026

The Lord Mayor of JAKIRI Council

[Handwritten signature in blue ink]
[Red ink signature: Hon. Wirngo Buba Kibo]

Copy:

- DD MINTP/MINMAP/NW
- ARMP BAMENDA
- CHAIRPERSON JAKIRI COUNCIL TENDER BOARD
- NOTICE BOARD
- FILE/CHRONO

Document 1.b

FRENCH VERSION

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REPUBLIC OF CAMEROON
Peace – Work – Fatherland

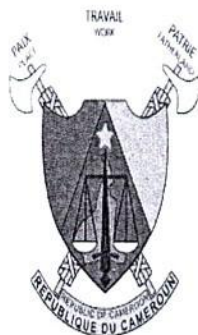
MINISTRY OF DECENTRALISATION
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COMMUNE DE JAKIRI

COMMISSION INTERNE DE PASSATION DES
MARCHE DE LA COMMUNE DE JAKIRI

AVIS D'APPEL D'OFFRE NATIONAL OUVERTE

N° 04/AONO/COMMUNE DE JAKIRI/CIPMJ/2026 DU 23/01/2026

POUR L'EXECUTION DES TRAVAUX DE LA CONSTRUCTION D'UNE PONT PERMANENT
SUR LE RIVIERE KILENDZEV TROCON TARSHEM-TADU-KUMBO DANS LE, COMMUNE
DE JAKIRI, DEPARTEMENT DE BUI, REGION DU NORD-OUEST

FINANCEMENT: BIP 2026 MINDDEVEL

Le Maire de la Commune de Jakiri; Autorité Contractante, lance pour l'état du Cameroun, un Appel d'offres National Ouverte pour l'objet mentionnées ci-dessus:

1. Objet de l'Appel d'Offres

Dans le cadre de construction/ reconstruction des ouvrages d'art écoulées, le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué lance un Appel d'Offres National Ouverte POUR L'EXECUTION DES TRAVAUX DE LA CONSTRUCTION D'UNE PONT PERMANENT SUR LE RIVIERE KILENDZEV TROCON TARSHEM-TADU-KUMBO

2. Consistance des travaux

Les prestations du présent marché comprennent les travaux des CONSTRUCTION D'UNE PONT PERMANENT SUR LE RIVIERE KILENDZEV TROCON TARSHEM-TADU-KUMBO, COMMUNE DE JAKIRI, DEPARTEMENT DE BUI, REGION DU NORD-OUEST dans l' Arrondissement de Jaki, Département de Bui., Les prestations comprennent les opérations suivantes :

- Lot 100: Travaux préparatoires et installation ;
- Lot 200: Travaux de nettoyage et terrassements
- Lot 300: Fondation et béton arme
- Lot 400: superstructure;
- Lot 500: équipement
- Lot 600: Finitions

3. Tranches/Allotissement

Les travaux sont dans un (01) seul lot.

4. Coût prévisionnel

N°	Désignation du Projet	Cout du Projet (TTC) en Fcfa
1	CONSTRUCTION D'UNE PONT PERMANENT SUR LE RIVIERE KILENDZEV TROCON TARSHEM-TADU-KUMBO	75,000,000

Le coût prévisionnel de l'opération à l'issue des études préalables est de **Soixante-Quinze Millions, FCFA (75, 000,000)** comme présentés ci-dessus et seront financés par le **budget de MINDDEVEL 2026**.

5. Délai prévisionnel d'exécution

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué pour la réalisation des travaux, objet du présent appel d'offres est de **Quatre (04)** mois calendaires. Ce délai court à compter de la date de notification de l'ordre de service de commencer les travaux.

6. Participation et origine

La participation au présent appel d'offres est ouverte à tous les Entreprises Camerounaise concernées dans le Bâtiment et Travaux Publics.

7. Financement

Les travaux objet du présent appel d'offres sont financés par le **budget de MINDDEVEL 2026**.

8. Mode de soumission

Le mode de soumission est : «**en ligne ou hors ligne** ».

9. Cautionnement de soumission

Les offres devront être accompagnées, d'un cautionnement provisoire (garantie de soumission) d'une durée de validité de Quatre-vingt-dix(90) jours à compter de la date initiale de remise des offres et établi selon le modèle indiqué dans le Dossier d'Appel d'Offres par un établissement financier agréé par le Ministre en charge des finances pour délivrer les cautions dans le cadre des Marchés Publics. Le montant de ladite garantie est indiqué dans le tableau ci-dessous.

N°	Montant de la caution en chiffres FCFA	Montant de la caution en lettres FCFA
1	800,000	Huit cent mille Francs cfa

Sous peine de rejet, le cautionnement provisoire devra impérativement être produit en original datant de moins de trois (03) mois.

Le cautionnement provisoire sera libéré d'office dès publication de la Décision d'attribution pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est adjudicataire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Les chèques bancaires même certifiés ne seront pas acceptés en lieu et place du cautionnement provisoire. Le cautionnement sera valide par un récépissé de dépôts à la CDEC.

10. Consultation du Dossier d'Appel d'Offres

Le dossier physique peut être consulté gratuitement aux heures ouvrables à la Commune de Jakiri dès la publication de l'avis et durant les heures ouvrables.

11. Acquisition du Dossier d'Appel d'Offres

La version physique du dossier d'Appel d'Offres peut être obtenue aux heures ouvrables à la Commune de Jakiri sur présentation d'une quittance de versement au trésorerie de ladite commune d'une somme non remboursable de **Cent Mille (100,000) F CFA** au titre des frais d'achat de dossier.

Cette quittance devra identifier l'acheteur comme représentant l'Entreprise désireuse de participer à l'Appel d'Offres.

12. Remise des offres

-Pour la soumission hors ligne, l'offre en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme tels, devra parvenir à la commune de Jakiri précisément au Secrétariat de la commission interne de passation du Marche située à ladite commune, au plus tard le **18/02/2026** à 10 :00AM et devra porter la mention :

AVIS D'APPEL D'OFFRE NATIONAL OUVERTE
N° 04/AONO/COMMUNE DE JAKIRI/CIPMJ/2026 DU 23/01/2026
POUR L'EXECUTION DES TRAVAUX DE CONSTRUCTION D'UNE PONT PERMANENT
SUR LE RIVIERE KILENDZEV TROCON TARSEM-TADU-KUMBO, COMMUNE DE JAKIRI,
DEPARTEMENT DE BUI, REGION DU NORD-OUEST
A n'ouvrir qu'en séance de dépouillement"

13. -Recevabilité des plis

Les offres parvenues après la date et l'heure de dépôt des offres seront irrecevables.

Toute offre non conforme aux prescriptions du présent Avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission timbrée établie selon le modèle proposé dans le DAO et délivrée par une banque ou compagnie d'assurance agréée et habilitée à émettre des cautions dans le cadre des Marchés Publics, valable pendant **Quatre-vingt-dix(90)** jours au-delà du délai de validité des offres. Sous peine de rejet, les pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Ces pièces administratives ont une durée de validité de **Trois(03)** mois, cette date limite de validité des pièces administratives doit être postérieure à la date de lancement de l'Appel d'Offres

14. -Ouverture des plis

L'ouverture des plis se fait en un temps et aura lieu le **18/02/26 à 11AM** heures précises dans la salle de réunions de La commune de Jakiri

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

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou l'autorité administrative compétente, conformément aux dispositions du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'avis de D'Appel d'Offres

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

15. Critères d'évaluation

.1. Critères éliminatoires

A- Pièces Administratives

- a) Absence de l'original de la caution de soumission à l'ouverture des plis délivrée par un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics ; accompagniez par un reçu CDEC
- b) Absence (à l'exception de la caution de soumission) après un délai de 48 heures après la notification, d'au moins une des pièces du dossier administratif.

B- Offre technique incomplète pour absence de l'une des pièces ci-après :

- a) Absence de la déclaration sur l'honneur attestant que le soumissionnaire n'a pas abandonné un marché au cours des trois dernières années, et qu'il ne figure pas sur la liste des entreprises défaillantes établies par le MINMAP ;
- b) Absence d'une capacité de financement (Ligne de crédit disponible) avec un contenu conforme au modèle de la Commission Bancaire de l'Afrique Centrale (COBAC), délivrée par une banque de premier ordre agréé par le Ministre en charge des Finances au Cameroun d'au moins :

N°	Capacité de financement en chiffres Fcfa	Capacité de financement en lettres Fcfa
1	75, 000,000	Soixante-quinze Millions

- c) N'avoir pas validé au moins 2/3 des critères essentiels avec obligatoirement le critère matériel ;
- d) N'avoir pas satisfait au minimum de matériel en propre requis :

- Pelle excavatrice

- Un Camion Berne
- Betonniere
- Vibreur
- Compacteur manuel
- Un Pick Up 4x4

- e) Absence de l'attestation de visite des lieux datée, cachetée et signée sur l'honneur par le soumissionnaire ;
- f) Preuves d'acceptation des clauses du marché

C- Offre financière incomplète pour absence de l'une des pièces ci-après :

- a) Sous-détails de prix unitaires non conformes au modèle de l'offre ;
- b) Bordereau de prix unitaires non conformes au modèle fourni dans le présent dossier d'Appel d'Offres ;
- c) Absence dans l'offre financière d'un prix quantifié.
- d) Absence d'un élément de l'offre financière (la soumission, les BPU, le DQE)

D- Critère éliminatoire d'ordre général

- a- Absence de la copie de sauvegarde ou non-respect du format de fichier des offres.
- b- Absence de l'origine de la caution de soumission
- c- Fausse déclaration, documents falsifiés ou non authentique, manœuvres frauduleuses

15.2. Critères essentiels

L'évaluation des offres techniques sera faite sur la base des critères essentiels ci-dessous

- Le personnel d'encadrement ;
- Matériels ;
- Référence et Note méthodologique

NB : Un agent public sans justificatif de sa libération de la fonction publique ne sera pas évalué ;

16. Attribution

Le marché sera attribué au soumissionnaire présentant l'offre la moins-disant et remplissant les capacités techniques et administratives requises.

Par ailleurs, le Maître d'Ouvrages se réserve le droit de ne pas attribuer le marché dans le cadre du présent appel d'offres à un soumissionnaire qui, titulaire d'un contrat en cours dans la zone, a des performances non satisfaisante (résilier ou abandonné) ou peu satisfaisantes (mise en demeure dont l'évaluation a été jugée non satisfaisante ou constate de défaillance notifiée dans les six mois précédent l'attribution ou contrat en cours de résiliation).

17. Nombre maximum de lots :

Un candidat peut soumissionner pour un seul lot.

18. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant **Quatre-vingt-dix(90)** jours à partir de la date limite initiale fixée pour la remise des offres.

19. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables consultées à la Commune de Jakiri à Tél. : 676627995

20. Lutte contre la corruption et les mauvaises pratiques

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

Le Maire de la Commune de JAKIRI

Copy:

- DD MINTP/MINMAP/NW
- ARMP BAMENDA
- CHAIRPERSON JAKIRI COUNCIL TENDER BOARD
- NOTICE BOARD



Fait à Jakiri : 23/01/2026

Handwritten signature in red ink: Hon. Wingo Rube Kibo

Document No. 2: General Regulations of the Invitation to Tender

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General Regulations of the invitation to tender

A. General

Article 1: Scope of offer

The Lord Mayor of JAKIRI Council, Contracting Authority, launches on behalf of the Republic of Cameroon, an open national invitation to tender for **THE CONSTRUCTION OF A PERMANENT BRIDGE OVER RIVER KILENDZEV LINKING VEKOVI-TARSHEM-TADU-KUMBO IN JAKIRI-COUNCIL, BUI DIVISION OF THE NORTH WEST REGION**
FUNDING: BIP MINDDEVEL 2026

1.1. The bidders retained, must complete the works within the required period as indicated in the specific rules of the tender document (SRTD), except there is a contrary stipulation in the special administrative document that starts from the date of notification of the service order to start works or of that indicated in the service order.

1.2. The word « Day » in this tender document signifies a calendar day.

Article 2: Financing

The sources of funding of works in this tender document have been indicated in the (SRTD)

Article 3: Fraud and corruption

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

a) Defines, within the context of this clause, the following expressions in the Following manner:

- i. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii. Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii. "collusive practices" 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. "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;
- v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

b. The Contracting Authority shall reject any award proposal if it 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 in the award of this contract.

3.2 The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non-authentic documents in his offer, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed competing

4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the invitation to tender is addressed to all contractors, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

A bidder shall be judged to be in a situation of conflict of interest if he:

- i) is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) Presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii) The project owner is not a shareholder of any bidder so as to compromise the process of award of the contract.
- (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 or indirect supervisory authority of the Contracting Authority.

Article 5: Supplies and ancillary services meeting the criteria of origin

5.1 All supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2 Within the meaning of the clause 5.1, the term "works" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.

5.3 The term "originate" shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the abstention of a commercial article whose basic characteristics are substantially different from those of its components.

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 bid bound by the offer; and
- (b) furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

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

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

- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;
- 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 shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

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

6.4 Bidders seeking to benefit from a margin of preference must furnish all the information required to prove that they meet the eligibility criteria described in article 35 of the General Regulations.

Article 7: Visit of the work site

7.1. The bidder is advised to visit and inspect the site of works and its surroundings and to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the work execution. The costs related to the visit of the site are the responsibility of the Bidder.

7.2. the Contracting Authority is obliged to authorize the Bidder who so requests and his employees or agents to enter his premises and grounds for the purpose of the said visit, but only on the express condition that the Bidder, its employees and agents release the Owner, his employees and agents from any liability that may result and compensate them if necessary, and that he remains responsible for fatal or personal accidents, loss or damage to property, costs and expenses incurred as a result of this visit.

7.3. The Contracting Authority may organize a visit to the site of works at the time of the preparatory meeting for the preparation of the bids mentioned in article 19 of the GRIT

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 by contractor and specifies the terms of the contract. Besides the addenda published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The tender notice in English and French signed by the Delegated Contracting Authority
Document No. 2	The General Regulations of the invitation to tender which has model clauses that are not to be modified;
Document No. 3	The Special Regulations of the invitation to tender containing provisions of documents No. 2 which should be completed or specified within the context of the invitation to tender concerned
Document No. 4	The Special Administrative Conditions which deal with the execution of the contract and the related payments;
Document No. 5	The technical specification
Document No. 6	The framework of Unit Price Schedule;
Document No. 7	The framework of bill of Quantities and cost estimates
Document No. 8	Framework of breakdown of unit price;

Document No. 9	Draft contract; a. The planning of exécution b. Model form for presentation of equipment, personnel, and references ; c. Model of tender letter; d. Model of tender bond; e. Model of final bond; f. Model of startup advance; g. Model of retention guarantee bond
Document No. 10	Models to be used by bidders;
Document No. 11	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first-rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

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 a bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his bid.

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 (telecopy or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Delegated Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty-one (21) days for international invitations prior to the deadline for the submission of the 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 the Tender File.

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

9.3 The complaint must be addressed to the 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 not later than fourteen (14) days before the opening of bids.

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

Article 10: Amendment of the Tender File

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

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each 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 bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 23.3 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 11: Tender fees

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

b.2 Technical proposals

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical specifications, performance, makes, models and references of the materials proposed including technical prospectuses in accordance with article 17 of the General Regulations;
- The calendar, schedule and execution deadline.

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 Conditions (SAC);
2. Technical specifications.

c. Volume 3: Financial bid

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of Unit Prices;
3. The duly filled detailed estimate;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The previewed payment schedule in case:

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 17(2) of the General Regulations of invitation to tender concerning the other possible forms of bid bond.

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

Article 14: Amount of the bids

- 14.1 The general model conditions of prices shall be governed by rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce at the date of specified in the Special Regulations.
- 14.2 The bidder shall filled Prices as required in the model of price schedules furnished in annex.
- 14.3. Except as otherwise provided in the the General Regulations and Special Regulations, all rights and taxes payable by the Bidder under the future Contract, or otherwise, thirty (30) days prior to the deadline for submission of bids will be included in the price and in the total amount of its offer.
- 14.4. If the price revision and / or discounting clauses are provided for in the contract, the date of establishment of the initial prices, as well as the procedures for revising and / or updating said prices must be specified. It being understood that any Contract whose execution period is not more than one (1) year cannot be subject to a price revision.
- 14.5. All unit prices with quantities must be justified by sub-details established in accordance with the framework proposed in Exhibit THE TENDER FILE.

Article 15: Currency of bid

- 15.1. In the case of International Competitive Bids, the currencies of the bid must follow the provisions of either Option A or Option B below; the applicable option being that used in the Special Regulations.
- 15.2. Option A: The bid amount is denominated entirely in national currency. The bid price, the unit price of the price schedule and the estimated and quantitative retail prices are denominated entirely in CFA francs as follows:
- a). Prices will be fully denominated in the national currency. The bidder who intends to incur expenses in other currencies for carrying out the Works, shall indicate in the Annex to the tender the percentage or percentages of the amount of the tender necessary to cover the needs in foreign currencies, not exceeding a maximum of three currencies. member countries of the market financing institution.
 - b). The exchange rates used by the Bidder to convert its bid into the national currency will be specified by the bidder as an appendix to the bid in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange risk is borne by the successful Bidder.
- 15.3. Option B: The bid amount is directly denominated in national and foreign currencies at the rates set out in the Special Regulations.
- The bidder will quote the unit prices of the price schedule and the prices of the Quantitative and Estimated Detail as follows:
- a). The prices of the inputs required for the Works that the Bidder intends to obtain in the country of the Contracting Authority shall be expressed in the currency of the country of the Contracting Authority specified in the Special Regulations and called "national currency".
 - b). The prices of the inputs required for the Works that the bidder intends to procure outside the country of the Contracting Authority shall be in the currency of the country of the bidders or that of an eligible Member State widely used in international trade.
- 15.4. The Contracting Authority may require bidders to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total prices, and indicated in the annex to the tender, are reasonable; for this purpose, a detailed statement of its requirements in foreign currencies will be provided by the bidders.
- 15.5. During the execution of the works, most foreign currencies remaining to be paid on the contract price may be reviewed by agreement between the Contracting Authority and the contractor to take account of any changes in requirements. in foreign currency under the contract.

Article 16: Validity of bids

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Contracting Authority as not being in conformity.
- 16.2 Under exceptional circumstances, the Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond.
A bidder who consents to an extension shall not be asked to modify his bid nor 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 related formula featuring in the request for extension that the Contracting Authority shall address to bidders.
The Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services 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 shall become a full part of his 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 bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should 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:
 - i) withdraws his bid during the time-limit which he specified in his bid;
 - ii) does not accept the correction of errors in application of article 30(4) of the General Regulations; or
 - b) if the bidder retained:
 - i) defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or
 - ii) defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

Article 18: Variant proposals from bidders

- 18.1. Where the work can be performed in variable turnaround times, the special Regulations will specify these times, and indicate the method used to assess the Bidder's proposed completion time within the specified time frame. Bids offering deadlines beyond those specified will be considered non-compliant.
- 18.2. Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first encrypt the basic solution of the Contracting Authority as described in the Tender Documents,

and provide in addition, all the information that the developer needs to complete the evaluation of the proposed variant, including plans, calculation notes, technical specifications, price sub-details and proposed construction methods, and all other useful details. The developer will only examine the technical variants, if any, of the bidders whose bid in accordance with the basic solution has been evaluated as the lowest bidder.

- 18.3. When bidders are permitted, subject to the special Regulations, to submit technical variants directly for certain parts of the work, these parts of the work must be described in the Technical Specifications. Such variants will be evaluated according to their merit in accordance with the provisions of Article 32.2 (g) of the general Regulations.

Article 19: Preparatory meeting for the preparation of bids

- 19.1. Unless the special Regulations provides otherwise, the Bidder may be invited to attend a preparatory meeting to be held at the place and date indicated in the special Regulations.
- 19.2. The purpose of the preparatory meeting will be to provide clarification and answers to any questions that may be raised at this stage.
- 19.3. The Bidder is requested, as far as possible, to submit any questions in writing so that it reaches the project owner at least one week before the preparatory meeting. The project owner may not be able to answer questions received too late during the meeting. In this case, questions and answers will be sent according to the terms of Article 19.4 below.
- 19.4. The minutes of the meeting, including the text of the questions asked and answers given, including responses prepared after the meeting, will be sent without delay to all those who have purchased the Tender Documents. Any modification of the tender documents listed in Article 8 of the General Agreement that may be necessary at the end of the preparatory meeting will be made by the Contracting Authority by issuing an addendum in accordance with the provisions of Article 10 of the General Regulations; the minutes of the preparatory meeting cannot take place.
- 19.5. The fact that a bidder does not attend the pre-bid meeting will not be grounds for disqualification.

Article 20: Form and signature of the bid

- 20.1 The bidder shall prepare an original of the constituent documents described in article 12 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must 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 bid.
- 20.3 The bid shall bear no modification, suppression or alteration, unless such corrections are initialled by the signatory (ies) of the offer.

D. Submission of bids

Article 21: Sealing and marking of bids

- 21.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "**ORIGINAL**" and "**COPY**", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription
"TO BE OPENED ONLY DURING THE BID-OPENING SESSION".
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is not opened.

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

Article 22: Date and time limit for submission of bids

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations of the invitation 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 9 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

Any bid received by the Contracting Authority beyond the deadline for the submission of bids set by the Contracting Authority in application of article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

24.1 A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of bids. The said notification must be signed by an authorised representative in application of article 21(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

24.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.

24.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.

24.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in single or two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence. A single phase opening shall be appropriate where the qualification criteria are easily applicable.

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened.

The replacement of a bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed only if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated

- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.
- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
- The Independent Observer must attach to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in his award decision may cause the rejection of his bid.
- 26.3 Notwithstanding the provisions of article 26(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing 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 32 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Conformity of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:

- a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
- b. 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
- c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.

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

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the bid that substantially conformed to the provisions of the Tender File, meets the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid arbitrariness in determining qualification.

Article 30: Correction of errors

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

- a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
- c) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;

30.2. The amount in the Submission will be corrected by the Subcommittee of Analysis in accordance with the aforementioned error correction procedure and, with the Bidder's confirmation, said amount will be deemed to be binding.

30.3. If the Bidder submitting the lowest evaluated bid fails to accept the corrections made, the bid will be rejected and the bid secured.

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 expressed in various currencies into an amount in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the current exchange rate set by BEAC in force at the deadline for submission of bids under the conditions set in the Special Regulations.

Article 32: Financial evaluation of bids

32.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 30, 31 and 32 of the General Regulations.

32.2 For this evaluation the Evaluation sub-committee shall consider the following elements:

- a) the bid price, indicated according to the provisions of article 30.2 of the General Regulations;
- b) adjustments made on the price to correct the arithmetical errors in application of article 32(3) of the General Regulations;
- c) adjustments made on the price as a result of rebates offered in application of paragraph 31.2 of the General Conditions;

- d) By appropriately adjusting, on a technical or financial basis, any other modification, divergence or quantifiable reserve;
- e) Taking into consideration the different lead times proposed by the bidders, if they are authorized by the special Regulations;
- f) If applicable, in accordance with the provisions of Article 13.2 of the General Regulations and special Regulations, applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is issued simultaneously for several lots.
- g) Where applicable, in accordance with the provisions of section 18.3 of the special Regulations and the Technical Specifications, the proposed technical variants, if permitted, will be evaluated according to their merit and regardless of whether or not the Bidder will have bid for the award. Technical solution specified by the Owner in the RPAO.

32.3. The estimated effect of the price revision formulas in the "CCAGs" and "CCAPs", applied during the period of performance of the Contract will not be taken into account in the evaluation of the tenders.

32.4. If the lowest evaluated bid is found to be abnormally low or is significantly out of balance with the Owner's estimate of the work to be performed under the Contract, the commission may from the price sub-detail provided by the bidder for any element, or for all elements of the Quantitative and Estimated Detail, check whether these prices are compatible with the construction methods and the proposed schedule. In the event that the evidence submitted by the bidder does not seem satisfactory to him, the Employer may reject the tender after the technical opinion of the Public Contracts Regulation board.

Article 33: Margin of preference

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

F. Award of the contract

Article 34: Award of the contract

- 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 bid was evaluated as the lowest by including, where necessary, proposed rebates.
- 34.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.
- 34.3 Any award of Works contracts shall be made to the Bidder fulfilling the technical and financial capacities required as a result of the evaluation criteria and presenting the bid evaluated as the lowest bidder.

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 authority in charge of public contracts 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 bids set in the Special Regulations, the Delegated Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Delegated Contracting Authority will pay the supplier to execute the contract and the execution time-limit.

Article 37: Publication of results of award and petitions

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

- 37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 37.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 37.4 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, to the head of structure to which is attached the Tenders Board concerned and the chairperson of the said 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 shall be submitted to the Tenders Board (and the competent Specialised Contracts Control Board, where need be) for approval.
- 38.2 The Contracting Authority has 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 successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond to guarantee the full execution of the services in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 39.2 The bond may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a 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.

Article 40: Right to modify quantities during the award of the contract

During the award of the contract, the Contracting Authority reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the supplies and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

Document No. 3:
Special Regulations of the invitation to
tender

Special Regulations of the invitation to tender

The following information and data concerning the acquisition of supplies should supplement or specify in the clauses of the General Regulations of the invitation to tender. In case of divergence, the following provisions will prevail over the articles of the General Regulations.

OPEN NATIONAL INVITATION TO TENDER**N° 04/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026****FOR THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV
LINKING TARSTEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE
NORTH WEST REGION**

General				
1.1	Definition of Works: As part of the maintenance work on the NATIONAL road network, the LORD MAYOR OF JAKIRI COUNCIL , Contracting authority, launches an Open National Invitation to Tender FOR THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION			
	The works are distributed in a batch according to the itinerary or the itineraries hereafter:			
	LOT Bridges	Council concerned	Previewed Budget (ATI)	Duration (months)
	CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION	JAKIRI	75, 000,000	04
	TOTAL		75, 000,000	
	DEFINITION OF WORKS: Work to be done consists of the CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO, Jakiri Council Area, Bui Division. The works include the following: Lot 100: Site installation and preparatory works Lot 200: Site preparation Lot 300: General earth works Lot 400: Foundation-Abutment-Wing Wall-Deck Lot 500: Equipment Lot 600: External works			
1.2	PROJECT DURATION : The entire period of execution of these Works is 04 months (Four months) calendar months. This duration starts as of the date of notification of the service order to start Works.			
1.4	FOR THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION. The Works will be executed in a Single Phase.			
2.1	FUNDING : The Works on This tender are funded by MINDDEVEL 2026 financial year budget . The previewed cost of the entire works of this Open National Invitation to tender is: Seventy Five Million(75,000,000) FCFA all taxes included			
4.2	The Present Open National Invitation to Tender is open to any Enterprise working in the Civil Engineering Domain			
6.2	In the case of a Joint Venture, each member of the consortium will present complete administrative documents, the attestation of bank account, the tender purchase receipt and bid bond will be presented by the Leader of the Joint venture.			
6.4	Necessary information to produce that justifies the satisfaction to eligible criteria: Attestation from the National Social Insurance Fund			
7.3	At the end of the site visit to be organised two(02) weeks after the award, the Technical Service of the JAKIRI Council can be contacted via Tel: 676627995 It is advisable that every bidder should do a site visit to inspect the site and its environs and to personally obtain under his responsibility, all necessary findings for the preparation of the bid and the execution of studies and works. The cost of the site visit will be handled by the bidder.			

9	Complimentary findings can be obtained during working hours from the Jakiri Council, or by all other electronic communication means indicated by the Project Owner. Clarity can be gotten not later than one week before the deposit date of the file. Request for clarifications has to mention the name and address of the bidder and sent to the following address:
	Preparation of BIDS
12	BIDS language (s): French or English
13.1	The list of documents referred to in Article 13 of the General Regulations should be completed, grouped into three volumes respectively inserted in inner envelopes and detailed as follows: Volume 1: Documents constituting the administrative file They consist of: ○ The declaration of intention to bid stamped, signed by the legal representative or Group head designated ○ The original of the provisional bond (for each lot applied for) of the amount as specified in the Tender Notice (Exhibit 1 of the CAD), and a period of validity of 90 days to count the initial date of submission of tenders; ○ The notarized joint venture agreement and specifying the Group Head; ○ The POWER OF ATTORNEY; ○ The original of the TAX CLEARANCE certificate; ○ The original of the certificate of non-bankruptcy issued by the Registry of the Court of First Instance of the domicile; ○ The attestation of Bank Account issued by a First class Banking institution accredited by the Ministry of Finance ○ The original copy of the tender purchase receipt indicating the sum of One hundred thousand (100,000) Thousand paid to the Jakiri council Treasury; ○ The original of the certificate of non-exclusion of public contracts issued by the Agency of Regulation of Public Contracts (ARMP). ○ The original of the certificate signed by the Director of the National Social Security Fund, or one of his duly authorized representatives, certifying that he has actually paid into the fund the sums of which he is indebted and specifying the purpose of the tender and the number of the Invitation to tender; ○ The receipt delivered by CDEC backing the Bid Bond. ○ A certified copy of the categorisation attestation or the acknowledgement receipt for the file deposit at MINMAP NB: In the case of a joint venture, each member of the consortium will provide complete administrative documents; the documents cited in 1.2, 1.3, 1.5, 1.6 and 1.10 will be presented only by the Head of the Joint Venture. These administrative documents are valid for three (03) months. The deadline for the validity of the above administrative documents must be later than the date of the launch of the Invitation to Tender in accordance with Article 90.3 of the Decree 2018/366 of June 20, 2018 relating to the Code des Marchés Publics. In the case of a group of companies, each member of the group will produce each of the administrative documents listed above with the exception of 1.1, 1.6 to Volume 2: Parts constituting the technical offer It comprises of: 2.1 Findings on the qualification The list of documents to be furnished by the bidder in order to justify its qualification that consist of references, equipment and personnel: ▪ Technical Offer Submission letter ▪ References of the Bidder • The list of realised contracts (Project Owner, Subject, Amount, Reception Date) by the Bidder in the Capacity of Job Holder (or Sub Contractor) within the last Five (05) years These references have to be accompanied by justifications namely: • Copies of first and last page of contract;

- Minutes of Provisional or final reception, or Attestation of completion of Job;
- Other necessary justifications where necessary;

- **Personnel**

- List of Key Personnel for the construction works

NB: Attached to the personnel proposed, a copy of the certificate and justifications of experience notably:

- Certified copy of the certificate not older than three(03) months
- Attestation issued by the National Order of Civil Engineers where necessary;
- Curriculum vitae signed and dated by Expert;

NB: All the documents cited above have to be conform, signed and should be almost three months with respect to the date of deposit of the tender file.

- **Equipment to be Mobilized during execution of works**

The bidder has to present the following minimum equipment that consists of the following:

- A dump Truck
- Concrete Mixer
- Concrete Vibrator
- Manual compactor
- A Pick Up 4 x 4

NB: The bidder should attach certified copies issued by the competent services for the following, ownership for equipment and valid purchase receipts where necessary, accompanied by a signed lease agreement if the equipment does not belong to the bidder.

2.2 Organisation and Methodology

The bidder will produce a descriptive note or methodology presenting in details the constitutive elements of the technical offer, notably:

- a) Organization and the order with which the bidder envisages to put in place in order to effectively execute the works to which will be annexed the site visit report and the attestation of site visit signed by the bidder;
- b) The calendar of activities, planning and execution timeframe
- c) The dispositions taken for the use of local labour(Direct Labour technique)
- d) The dispositions taken for the respect of environmental norms during execution
- e) The works to be sub contracted
- f) Other elements to be précised

2.3 The Bidder will fill and submit the following forms:

- The integrity chart
- The declaration for the engagement to respect all social and environmental clauses

2.4 The Proof of the acceptance of the contract terms:

The bidder will submit visad copies of each page and signed copies of the last page preceded by the statement "Read and Approved" for the following documents:

- The Special administrative Clauses
- The Special Technical Clauses

NB: The denial of any clause of the contract is immediate elimination of the bidder

2.5 Commentaries on the SAC and STC

The bidder can join an observation note after the signed Special administrative and the Special technical clauses.

2.5 Financial capacity

The bidder has to present the following:

- A financial capacity issued by a first class bank accredited by the Ministry of finance or an Insurance company accredited to issue bonds in the framework of Public contracts at the tune of Thirty Million (30,000,000) Francs CFA.

The financial documents submitted by the bidder have to be examined thoroughly and is subject to judgement. All findings that could lead to financial difficulties during execution of works will lead to the hiring of a financial expert during the evaluation of the offer.

For the new companies, this situation can be appreciated in an objective manner by referencing to the

	financial capacity of the bidder (appropriate declarations of the banks or accredited financial institutions or where necessary, proof of professional risk insurance) and the needs for the financing of the contract. 1. The amount of the financial capacity does not have to be less than thirty(30) percent of the annual turnover 2. The period is normally three years 3. In the case of a joint venture we can indicate that one member of the consortium has to satisfy 25 or 30% of the global cost and the head has to satisfy 50 to 60% of the global amount of the contract. 4. The amount in the turnover will not be fixed in a high value in order to avoid other competitive companies capable to execute the job from being kicked out. 2.7 Attestation of non-abandonment of site within the last three years Volume 3: Financial offer This envelope comprises of the following documents: 3.1 A stamped paper submission, as per the attached template (Exhibit 10.1), signed and dated; 3.2 The price schedule (Exhibit 6) according to the model and indicating the prices excluding VAT in figures and in letters, filled in a legible manner, signed and dated; 3.3 The Bill of quantities and Cost Estimates detail of the work (Exhibit 7) filled in a legible manner, signed and dated; 3.4 The price details (Exhibit 9.9). and the decomposition of fixed prices and construction costs. NB: All the pieces of the initialled financial offer, in addition to the last pages must be signed, sealed and dated.							
	Price and tender currency							
14.4	Market prices are firm and non-revisable.							
15.2	The amount of the bid is denominated entirely in national currency (CFA franc).							
	Preparation and submission of BIDS							
16.1	Period of validity of tenders: (a) BIDDERS remain bound by their offer for a period of ninety (90) days from the closing date for the submission of tenders, during which time the Contracting Authority will notify the firms selected (b) .In exceptional circumstances, before the expiry of the initial period of validity of tenders, the Contracting Authority may request bidders to extend the period of validity for an additional period of time. The request and answers must be in writing. A Bidder may refuse to extend the validity of its bid without losing the bid bond. The Bidder who agrees to extend the period of validity of its bid may not modify its bid, but must extend the period of validity of the Bid Deposit accordingly, in accordance with the provisions of Article 17 of the General Agreement							
17.1	Amount of the bid bond: 1) Pursuant to Article 6 of the RPAO, the Bidder will provide, a bid bond, the amount specified in the Tender Notice, which will form an integral part of its bid. The amount of the bid bond stands at: <table border="1"> <thead> <tr> <th>N°</th><th>Amount in Figures(Fcfa)</th><th>Amount in Words(Fcfa)</th></tr> </thead> <tbody> <tr> <td>1</td><td>800,000</td><td>Eight hundred Thousand</td></tr> </tbody> </table>		N°	Amount in Figures(Fcfa)	Amount in Words(Fcfa)	1	800,000	Eight hundred Thousand
N°	Amount in Figures(Fcfa)	Amount in Words(Fcfa)						
1	800,000	Eight hundred Thousand						
19.1	Preparatory Meeting for the establishment of the offer will take place NO							
20	Submission of Bids							
20.1	Submission of Bids Each bid, prepared in English or in French in (07) seven copies, that is (01) one original and (06) six copies noted as such, shall be forwarded to the delegated contracting authority, notably to the Secretariat of Jakiri Council Tenders board, situated at the JAKIRI Council latest the : 17/02/2026 at 10:00am local time bearing OPEN NATIONAL INVITATION TO TENDER N° 04/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026 FOR THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION To be opened only during session							
22.1	Deadline for submission of tenders: Tenders will be submitted by 11:00AM (date of submission of tenders) at 18/02/2026 (time of submission of							

	tenders) hours.						
	Mode of Submission The submission mode retained for this tender is offline..						
	Opening of Bids and Evaluation						
	Place, date and time of the opening of the BIDS: The opening of tenders will take place on 18/02/2026 (put the date of submission of tenders) as early as 11:00AM (time of opening of tenders, one hour after the date of submission of tenders) 11 am in the, conference hall of the Jakiri Internal tender's board . All bidders may attend this opening session or be represented by a single duly mandated person (even in case of consortium) of their choice with a perfect knowledge of the file. To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender. These Administrative documents have a validity period of three (03) months. This validity period has to begin after the date of the launching of the tender. In case of absence or non-conformity of an administrative document during the opening session, after a deadline of 48 hours given by the commission, the offer will be rejected . The following file will be declared rejected by the Internal Tenders Board: • All bids that do not conform to the specifications of this tender file • Absence of original copy of bid bond issued by a first-class financial organization authorized by the Ministry of Finance to issue Bid Bonds within the framework of public Contracts or the non-respect of the models presented in the tender file implies the simple and pure reject of the bid without any consideration. A bid bond produced but which doesn't have any link with the current tender file is considered absent. A bid bond presented during the opening session is equally rejected.						
	Evaluation and comparison of offers						
	ELIMINATORY CRITERIA A-Administrative Documents a) Absence during bid opening session of original copy of bid bond issued by a first-class financial organisation authorized by the Ministry of Finance to issue Bid Bonds within the framework of public Contracts; accompanied by a CDEC receipt b) Non-conformity after a period of 48 hours following the deposit of bids, of at least one Administrative document; NB: A bid bond produced but which doesn't have any link with the current tender file is considered absent. A bid bond presented during the opening session is equally rejected. B-Technical Documents a) Absence of the declaration by the bidder attesting that the latter has not abandoned any contract within the last three (03) years, and that he does not future in in the list of non-performant companies established by MINMAP. b) Absence of financial capacity drafted with respect to the COBAC model issued by first class bank approved by the Minister of Finance; <table><tr><td>N°</td><td>Amount in figures Fcfa</td><td>Amount in Words Fcfa</td></tr><tr><td>1</td><td>75,000,000</td><td>Seventy five Million</td></tr></table> c) Did not validate 2/3 of the essential criteria and obligatorily the equipment criteria; d) Did not have the minimum required equipment • An excavator • A dump Truck • Concrete Mixer	N°	Amount in figures Fcfa	Amount in Words Fcfa	1	75,000,000	Seventy five Million
N°	Amount in figures Fcfa	Amount in Words Fcfa					
1	75,000,000	Seventy five Million					

• Concrete Vibrators • Manual compactor • A Pick Up 4 x 4 e) Absence of attestation of site visit dated, stamped and signed by the bidder; f) Absence of references satisfying the condition and specific experience required by the tender file g) Absence of categorization certificate issued by MINMAP h) Proof of acceptance of clauses within the contract C-Incomplete financial bid for absence of one of the following documents: a) Unit Price breakdown non-conform with that of the tender file ; b) Incomplete offer with the absence of the bill of quantities and Cost Estimates; c) The unit price schedule non-conform with that of the tender file; d) Absence of a quantified price in the financial offer; e) Absence of an element in the financial offer(the tender letter, the Unit Price Schedule, the Bill of Quantities and cost Estimates. D-General Eliminary Criteria: a) Absence of the soft copy of the bid b) Non respect of the format for the files c) Absence of original copy of bid bond d) False declaration, falsified documents or non authentic, fraudulent practices 17-2 : Essential criteria : The technical bids will be evaluated according to the following ten (10) main criteria: d. Key personnel of the enterprise on three (03) criteria ; e. The site equipment to be mobilized on five (05) criteria ; f. The Enterprise references on two (02) criteria. NB: A civil servant without any justification of secondment from the public service will not be evaluated;		
EVALUATION GRILLE		
I Eliminary Criteria		
N°	Description	Yes/No
I. A -Eliminary Criteria relative to the Administrative Documents		
1	Absence during bid opening session of original copy of bid bond issued by a first-class financial organisation authorized by the Ministry of Finance to issue Bid Bonds within the framework of public Contracts; NB: A bid bond produced but which doesn't have any link with the current tender file is considered absent. A bid bond presented during the opening session is equally rejected.	Yes/No
2	Non-production within a period of 48 hours following the deposit of bids, of at least one Administrative document declared non-conform or absent during opening of bids (This does not apply for absence of bid bond).	Yes/No
I. B -Eliminary Criteria relative to the Technical Bids		
3	Absence of the declaration by the bidder attesting that the latter has not	Yes/No

	abandoned any contract within the last three (03) years, and that he does not future in in the list of non-performant companies established by MINMAP.							
4	Absence of integrity chart dated and signed.	Yes/No						
5	Absence of declaration on the engagement to respect environmental clauses;	Yes/No						
6	Absence of financial capacity drafted with respect to the COBAC model issued by first class bank approved by the Minister of Finance of at least; <table border="1"> <tr> <th>Nº</th><th>Amount in figures Fcfa</th><th>Amount in Words Fcfa</th></tr> <tr> <td>1</td><td>75,000,000</td><td>Seventy Five Million</td></tr> </table>	Nº	Amount in figures Fcfa	Amount in Words Fcfa	1	75,000,000	Seventy Five Million	Yes/No
Nº	Amount in figures Fcfa	Amount in Words Fcfa						
1	75,000,000	Seventy Five Million						
7	Did not validate 2/3 of the essential criteria and obligatorily the equipment criteria;	Yes/No						
8	Did not have the minimum required equipment • An excavator • A dump Truck • Concrete Mixer • Concrete Vibrators • Manual compactor • A Pick Up 4 x 4							
9	Absence of attestation of site visit dated, stamped and signed by the bidder;	Yes/No						
10	The bidder has to proof his references in the execution of engineering structures for the last five (05) years (2020-2025) with Contract Amount equal or more than Fifty Million(50,000,000) Francs CFA	Yes/No						
11	Absence of categorization certificate OR receipt of deposit issued by MINMAP	Yes/No						
12	Proof of acceptance of clauses within the contract	Yes/No						
C-Eliminatory Criteria relative to Financial Offer								
13	Unit Price breakdown non-conform with that of the tender file ;	Yes/No						
14	Incomplete offer with the absence of the bill of quantities and Cost Estimates;	Yes/No						
15	The unit price schedule non-conform with that of the tender file;	Yes/No						
16	Absence of a quantified price in the financial offer;	Yes/No						
17	Absence of an element in the financial offer (the tender letter, the Unit Price Schedule, the Bill of Quantities and cost Estimates.	Yes/No						
D- General Eliminary Criteria								
18	Non respect of the format for the files	Yes/No						
20	Absence of original copy of bid bond	Yes/No						
21	False declaration, falsified documents or non authentic, fraudulent practices	Yes/No						
II- Essential Criteria								
The evaluation of the essential criteria or relative to the qualification of bidder will be based on:								
A. Presentation of offer;								
(Clearness, documents respecting the SRIT, table of content, colour separators, page numbering)								
B. Experience								
• General Experience in Construction Works								
Experience in general construction works relative to roads, building and construction works with at least three (03)								

contracts executed by bidder for the last five (05) years preceding the latest date of deposit of the bid.

- **Specific Experience in Similar Construction Works**

Specific Experience in construction works with at least **two (02)** contracts executed by bidder for the last five (05) years preceding the latest date of deposit of the bid. Total Amount of at least Seventy Five (75,000,000) million all taxes inclusive per contract Or

Specific Experience in construction works, with at least **one (01)** contract executed by bidder for the last five(05) years preceding the latest date of deposit of the bid. Total Amount of at least thirty million all taxes inclusive per contract.

These references have to be accompanied by justifications that include:

- Copies of first and last pages of contract;
- Minutes of Provisional or final reception or Attestation of completion of works
- Other justifications where necessary

C. Personnel

The bidder will establish a list of his personnel for the key experts required notably:

N°	POST	QUALIFICATION/EXPERIENCE	Observation	
			Yes	No
1	Works Director	• Minimum BSc in Civil Engineering with at least ten(10) years' Experience and registered in the, • Occupied position of Works Director for at least five(05) bridge projects with span greater than six(06) meters and Project cost of at least Fifty million Francs (50,000,000)		
2	Site Foreman	• Minimum HND in Civil or Rural Engineering with at least five(05) years' Experience • Occupied position of Site Foreman for at least two(02) bridge projects with span greater than six(06) meters and Project cost of at least fifty million Francs (50,000,000)		
3	Geotechnician	• Minimum BACC in Civil Engineering with at least five(05) years' Experience • Occupied position of Geotechnician for at least two(02) bridge projects with span greater than six(06) meters and Project cost of at least fifty million Francs (50,000,000)		
4	Surveyor	• Minimum HND in Surveying with at least five(05) years' Experience • Occupied position of Surveyor for at least two(02) bridge projects with span greater than six(06) meters and Project cost of at least fifty million Francs (50,000,000)		

NB: Provide the following for each candidate:

- A dated and signed curriculum vitae
- A certified copy of the required certificate endorsed by the competent administrative authority
- Attestation of availability signed by the candidate

NB: The proposed personnel will be considered if and only if the justifications cited above have been presented, certifications done within three(03) months as from date of deposit of documents and duly signed as instructed above.

D. EQUIPMENT

The Bidder must justify that he owns or he is hiring the following equipment:

Nº	Description and characteristics of equipment	Age/State	Minimum Number Required	Owner/Hired	Year Obtained	Justification
1	Excavator (01)					
2	Dump Truck(01)					
3	Concrete Mixer(01)					
4	Concrete Vibrator(01)					
5	Manual compactor(01)					
6	Pick up 4 x 4 (01)					
7	Small tools carpentry, building, electricity etc					

NB: Furnish certified copies from the issuing service or any other competent authority for the vehicle registration certificate and the purchase receipts for the others, where necessary accompanied by the signed lease agreement and the sales certificate within the framework of this tender file.

NB: The Equipment criteria is satisfactory if the score obtained is equal to or more than 15 on 20 on the criteria previewed above for evaluation.

E. Proof of Acceptance of clauses

Nº	Experience	Acceptable(Yes/No)
1	Special Administrative Clauses(SAC)	
2	Special Technical Clauses (STC)	

NB: The validation of this criterion is based on the fact that the bidder obtains Yes for both.

In case of conflicting information found in the tender file, the elimination of a bid for non-conformity prescribed in the tender file will be based only on the criteria found in the Special Regulations of the Invitation to Tender.

F-AWARD OF CONTRACT	
34.1	The Project Owner attributes the contract to the bidder whose offer was conform to the tender file and who demonstrated technical and financial capacities required to execute this works satisfactorily and whose offer was evaluated as the lowest bidder after the calculations where necessary.
34.2	The contract will be awarded to the bidder submitting the lowest evaluated bid, according to the case, fulfilling the required administrative, technical and financial criteria. It cannot be awarded more than ____ (specify the number of lots in letters and in numbers from which a bidder may be awarded) lot (s) per BIDDER under this Invitation to Tender.
Final guarantee	
39.2	The final guarantee Bond is set at two percent two (2%) of the amount inclusive of all taxes of the contract. The bidder will furnish the final bond within a period of twenty (20) days from the date of notification of the contract done by the Project Owner following the model attached to this tender file. The non-production of the final bond within the specified time and the conditions of article 28 of the Special Administrative Clauses exposes the bidder to sanctions previewed in article 37 of the Special Administrative Clauses.
Ethics Principle	
The Presidents and members of commission, the bidders and the other stakeholders of the procedure have to always observe strictly the rules and ethics of the profession. They have to decline from all types of corruption and fraudulent malpractices. In principle, the expressions made above are defined as	

follows:

- i) Is guilty of "corruption" anyone who offers, gives, solicits or accepts directly or indirectly any advantage in view of influencing an action of a public agent during the attribution or the execution of a contract or a jobbing order;
- ii) Is guilty of "corruption" anyone who furnishes, solicits or accepts many offers proposed by the same bidder using different companies and/or different registered numbers;
- iii) Is abetting in fraudulent malpractices anyone who deforms or misinforms with the aim of influencing the award or execution of a contract or jobbing order in a manner that is detrimental to the Project Owner and the Delegated Project Owner. The fraudulent malpractices are made up of all agreements or manipulations of bidders (before or after the submissions of the bids) with the aim of artificially maintaining the prices of the offer to the tune that will not correspond to the expected results in a concurrent manner free and open, and in turn deprive the Project Owner of the advantages of the latter.

Document No. 4:
Special Administrative Conditions (SAC)

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Chapter I

Generalities

Article 1: Subject of Contract

The Lord Mayor JAKIRI Council; CONTRACTING AUTHORITY within the framework of the execution of the 2026 state budget initiates on the behalf of the Republic of Cameroon, an Open National Invitation to tender for

THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION

LOT	Nature of works	Council concerned	Previewed Budget (ATI)	Duration (months)
1	FOR CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION	JAKIRI	75, 000,000	04
	TOTAL		75, 000,000	04

Article 2: Award procedure

This contract shall be awarded through

OPEN NATIONAL INVITATION TO TENDER

04/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026

FOR THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION

Article 3: Definitions and duties

1 General definition:

For the applications of the general definitions of this contract, it is precised that:

- The Project Owner shall be The **Lord Mayor of Jakiri Council**. He is the signatory and ensures the proper functioning. He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect,
- The Contract Manager shall be ~~The Secretary General Jakiri Council~~ hereinafter referred to as the Contract Manager; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be **The Divisional Delegate of Public Works for Bui**, hereinafter referred to as the Engineer. He is accredited by the Project Owner for the supervision of the execution of works
- The Project Manager shall be **The Sub divisional Delegate MINTP for Jakiri**, hereinafter referred to as the PROJECT MANGER.
- The authority in charge with the external control of the execution of the contract shall be, **the Divisional Delegate of Public Contracts BUI**,
 - The Authority in charge of clearance is the Administrator Road Fund;
 - The contractor is _____,
 - The competent tender's board is the. Jakiri council internal tenders board

3.1: - SECURITY

The collateral is subject to the rules applicable in this matter to government procurement, including Article 150 of Decree No. 2018/366 of 20 June 2018 on the PUBLIC CONTRACT CODE.

- 6.2. Law No. 96/07 of 8 April 1996 on the protection of the modified road assets and supplemented by the laws n ° 98/011 of July 14, 1998 and 2004/021 of July 22, 2004;
- 6.3. framework law N ° 096/12 of 05 August 1996 on a framework law on environmental management;
- 6.4. the law n ° 2000/10 of July 13th, 2000 fixing the organization and the modalities of the exercise of the profession of Engineer of the Civil Engineering;
- 6.5. Law No. 001 of 16 April 2001 on the Mining Code, and implemented by Decree No. 2002/048 / PM of 26 March 2002;
- 6.6. Law No. 2007/006 of 26 December 2007 on the Financial Regime of the State;
- 6.7. Law No. 2017/021 of 20 December 2017 on the Budget Law of the Republic of Cameroon for the 2018 Financial Year;
- 6.8. Ordinance N ° 2018/001 of 09 April 2018 amending and supplementing certain provisions of Law N ° 2017/021 of 20 December 2017 on the Finance Law of the Republic of Cameroon for the financial year 2018;
- 6.9. Ordinance N ° 2018/002 of 04 June 2018 amending and supplementing certain provisions of Law N ° 2017/021 of 20 December 2017 on the Finance Law of the Republic of Cameroon for the financial year 2018;
- 6.10. The Mining Code
- 6.11. Decree No. 2001/048 of 23 February 2001, on the organization and functioning of the Public Procurement Regulatory Agency (ARMP);
- 6.12. Decree No. 2004/651 / PM of 16 April 2004 laying down the procedures for the application of the tax and customs regime for Government Procurement;
- 6.13. Decree No. 2005/577 of 23 February 2005 laying down the procedures for carrying out environmental impact studies;
- 6.14. Decree No. 2008/376 of 12 November 2008 on the administrative organization of the Republic of Cameroon;
- 6.15. Decree No. 2011/408 of 9 December 2011 on the organization of the Government;
- 6.16. Decree N ° 2012/075 of the 08/04/2012 leading organization of the Ministry of Public Procurement;
- 6.17. Decree N ° 2012/076 of 08/04/2012 amending and supplementing certain provisions of Decree N ° 2001/048 of 23 February 2001 on the creation, organization and functioning of the Agency for the Regulation of Public Procurement;
- 6.18. Decree N ° 2013/271 of 05 August 2013 amending and supplementing certain provisions of Decree N ° 2012/074 of 08 March 2012 on the creation, organization and functioning of Procurement Commissions;
- 6.19. Decree No. 2013/334 of 13 September 2013 on the organization of the Ministry of Public Works;
- 6.20. Decree No. 2014/0611 / PM of 24 March 2014, setting the conditions for the recourse and application of labour-based approaches;
- 6.21. Decree No. 2018/190 of March 02, 2018 amending and supplementing certain provisions of Decree No. 2011/408 of December 9, 2011 on the organization of the Government;
- 6.22. Decree No. 2018/1991 of 02 March 2018 on the redevelopment of the Government;
- 6.23. Decree No. 2018/366 of 20 June 2018 on the Public Procurement Code;
- 6.24. Law N ° 2004/017 of 22 July 2004 on the orientation of Decentralization;
- 6.25. Law N ° 2004/018 laying down the general rules applicable to the municipalities;
- 6.26. Order No. 093 / CAB / PM of 5 November 2002 fixing the amounts of the bid bond and the cost of purchasing the Bidding Documents;
- 6.27. Order No. 070 / MINEP of April 20, 2005 setting out the different categories of operations whose realization is subject to the environmental impact study;
- 6.28. Order No. 043 / CAB / PM of 13 February 2007 putting into effect the General Conditions of Contract (CCAG) applicable to public contracts;
- 6.29. Order No. 07 / MINTP of 16 October 2012, containing terms and conditions specifying the technical conditions and procedures for the exercise of powers transferred by the State to the Communes in the field of road maintenance work;
- 6.30. Circular No. 004 / CAB / PM of 30 December 2005 on the application of the Public Procurement Code;
- 6.31. Circular No. 004 / CAB / PM of 18 April 2008 on compliance with the rules governing the award, execution and control of public contracts;
- 6.32. Circular No. 002 / CAB / PM of 31 January 2011 on improving the performance of the Public Procurement system;
- 6.33. Circular No. 003 / CAB / PM of January 31, 2011 specifying how to manage changes in the economic conditions of public markets;
- 6.34. Circular No. 001 / CAB / PR of 19 June 2012 on the awarding and control of the execution of public contracts;
- 6.35. Circular N ° 0001877/ C / MINFI of 31/12/25 , Bearing instructions on the implementation of financial laws, monitoring and the control of the execution of the Budget of the State and other Public Entities for the 2026 Fiscal year

6.36. Circular-letter No. 0005 / LC / MINMAP / CAB of July 3, 2018 specifying the transitional measures to be observed following the signature and publication of Decree No. 2018/366 of June 20, 2018 on the Public Procurement Code;

6.37. Letter No. 00908 / MINTP / DR dated 1997 from the Ministry of Public Works issuing guidelines for the consideration of environmental impacts in road maintenance;

6.38. the technical standards in force in Cameroon;

6.39. The directives in force at the Ministry of Public Works allocating roles among the various stakeholders for the ongoing road maintenance campaign with the Owner;

6.40. the French CCTG, in particular its preamble and fascicles 1, 2, 4, 7, 23, 24, 25, 27, 29, 30, 31, 50, 56, 61, 62, 63, 65-A, 66, 68, 70 as well as French standards (in the absence of Cameroonian standards) and the technical opinions of the French technical network;

6.41. the national collective agreement for construction, public works and related activities of December 10, 2013.

Article 7: Communication

7.1 THE CONTRACTOR DOMICILIATION

The CONTRACTOR is required to take up residence near the place of work and to make known the address of this domicile to the CONTRACT MANAGER.

Failure by him to have fulfilled this obligation within fifteen (15) days from the date of notification of the Service Order to begin the work, all notifications related to the contract will be valid when they have been made at THE CONTRACT ENGINEERS OFFICE

After the provisional acceptance of the works, the CONTRACTOR is released from the aforementioned obligation. In this case, any notification will then be validly made to the registered office mentioned in the tender and listed on the cover page of this contract.

7.2 CORRESPONDENCE

All correspondence between the CONTRACTOR, the PROJECT OWNER, the CONTRACT MANAGER, the CONTRACT Engineer, the Project Manager, are exclusively made in writing.

They shall be sent by post, telegram, telex, telefax, E-mail or deposited against discharge at the addresses indicated by the parties.

In the event that the Client is the addressee, copies will be sent within the same time, to the Head of Service, the Engineer and the Project Manager.

The CONTRACTOR will send all written notices or correspondence to the Project Manager, with a copy to the CONTRACT MANAGER and to the CONTRACT Engineer.

Article 8: Administrative Orders

The various service orders will be establish 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 Engineer** with copies to the contracting authority, Contract Manager, Project Manager and paying body.
- 8.2** Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Project owner and notified to the supplier by the contract manager with a copy to the Project Owner, contract engineer, Engineer, Project Manager and Paying Body. The prior endorsement of the Paying Body shall possibly be required for those with a financial incidence.
- 8.3** Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager (where applicable) and a copied to the Contracting Authority and Contract Manager..
- 8.4** Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Contracting Authority, Engineer and Project Manager.
- 8.5** Administrative Order for suspension or resumption of supplies for reasons of the weather shall be signed by the Contract Manager upon the proposal of the Project Owner after the opinion of the Engineer and notified to the supplier by the Engineer.
- 8.6** Administrative Orders prescribing works necessary to remedy disorders not within the remit of normal maintenance which could appear 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 supplier by the Contract Engineer.
- 8.7** The supplier shall address all written notifications or correspondences to the Project Manager and copied to the Contract Manager and Engineer

- 8.8 The supplier 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.

ARTICLE 9: - CONDITIONAL WRAPPING CONTRACT

9.1 The contract is not conditional; however, it should be stressed that task 1 on "clearing or weeding the roadside" should be subject to two or three passes (depending on the Regions),

Article 10: Supplier's equipment and staff

10.1 MATERIALS AND PERSONNEL TO BE SET UP

The contracting party will mobilize the equipment and personnel necessary for the execution of the works.

10.2 REPRESENTATIVE OF THE COCONTRACTOR

Within five (05) days from the date of notification of the service order to begin the work, the CONTRACTOR must compulsorily designate HIS SITE ENGINEER, who will have sufficient powers of representation and decision to direct the site.

This designation will be made by mail to the Project Manager with a copy to the CONTRACT MANAGER, signed by the contractor and containing the specimen signature of the manager so designated.

Chapter II: Financial conditions

Article 11 Guarantees and securities

11.1 DEFINITIVE SECURITY

11.1.1 The final guarantee in the execution of the work will be constituted within a period of twenty (20) days from the date of notification of the order of service of start of works. It will be kept by the Paying Organization.

The provisional guarantee of submission is returned to the other party as soon as this final bond is established

11.1.2 Its amount is fixed at Two percent (2%) of the amount inclusive of all taxes of the market.

11.1.3 The final guarantee may be replaced by a personal and joint guarantee of a first-rate financial institution established in Cameroon and approved by the Minister in charge of Finance.

11.1.5 At the end of the work, the final bond will be returned, or the bank surety will be replaced, at the written request of the other party.

11.3 GUARANTEE OF STARTING ADVANCE

The start-up loan set in Article 20.1 of this SCC shall be 100% bonded by a financial institution established in Cameroon and approved by the Minister in charge of Finance.

Article 12: Amount of the contract

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

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT, of the Value Added Tax (VAT).

Article 13: Place and method of payment

13.1 In return for the payments to be done by the Delegated Contracting Authority to the supplier under the conditions laid down in the contract, the supplier is bound by these provisions to execute the contract in accordance with the terms of the contract.

13.2 Payments shall be made into account No. _____ opened in the name of the supplier in _____ bank.

- a. For payments in CFA francs either (amount in figures and letters exclusive of VAT), by credit to account No. _____ opened in _____ bank in the name of the supplier.
- b. For payments in foreign currency, either (amount in figures and letters exclusive of VAT) be credit to account No. _____ opened in _____ bank in the name of the supplier.

Article 14: Price variation

14.1: CONSISTENCY OF PRICES

14.1.1 The prices of this contract include all the constraints imposed on the EXECUTION of the work as well as the local conditions that may affect their EXECUTION and cost.

14.1.2 Lump sum mileage prices include, in particular, labor, the supply of materials and materials, leasing, depreciation, operation and maintenance of equipment, personnel transportation costs, allowances, leasing and agreement of the local residents for the depositing of the products of weeding or removal and all things

necessary for the good execution of the works.

14.1.3 These prices also include bonuses, insurance costs, including civil liability and construction site insurance, and social security charges due to various personnel and all local taxes and fees related to good signage of the building site.

14.1.4 Memorandum prices or for which quantities are not priced retail even though they appear in the Price Schedule and in the price sub-items of the initial offer, are not part of the contract.

14.1.5 Under no circumstances may the other party claim the insufficiency of information provided by the Administration to revert the price quoted or to claim compensation in the course of the contract.

14.2: BREAK DOWN PRICE

14.2.1 The Bidder has provided in its bid the sub-detail of each application price, established according to the rules in use, and detailing the amount per task.

14.3: VARIATION OF PRICES

Prices in this CONTRACT are firm.

Article 15: Price revision formulae

Not applicable

Article 16: Price updating formulae

Not applicable

Article 17: direct labour works

Not applicable

ARTICLE 18: - VALORIZATION OF WORK

This contract is at unit prices. The amount due is determined by multiplying the corresponding unit prices by the quantities of work EXECUTED and ASSESS.

ARTICLE 19: - VALORIZATION OF SUPPLIES

Not applicable.

ARTICLE 20: - ADVANCES

20.1 START-UP ADVANCE

20.1.1 In accordance with the regulations in force and at the express request of the other CONTRACTOR, a start-up advance of up to TWENTY PERCENT (20%) of the amount inclusive of VAT may be granted.

However, this request will be transmitted to the Owner only after notification of the service order to start the work.

20.1.2 The start-up advance shall be reimbursed by fifty percent (50%) of the work of each statement from the time the work performed exceeds forty percent (40%) of the contract price. It must be completed at the latest when the amount of the work reaches eighty percent (80%) of the contract value. In any case, the refund must be completed one (01) month before the expiry date of the contractual period.

20.1.3 As and when the advances are reimbursed, the DELEGATED CONTRACTING AUTHORITY shall give the hand-over of the corresponding deposit if the other party so requests.

Article 21: Payment of works

21.1 START-UP ADVANCE PAYMENT

After the eventual agreement of THE CONTRACT MANAGER to the start-up loan application referred to in article 20.1.1 above, the relevant statement, corresponding to the percentage granted, shall be drawn up by the contracting party and sent to the Project Manager, along with the equivalent BID bond.

21.2 ASSESSMENT THE WORK DONE

At the reception of the work of each pass, the contractor and the Project Manager establish an contradictory ASSESSMENT which summarizes the details of the executed work, which may give the right to payment.

21.3 BILLS

21.3.1 The payment of the BILLS of each pass is conditioned by the presentation of the approved execution PROGRAMME.

21.3.2 Only the VAT Exclude statement will be paid to the other party. The calculation of the amount of VAT will be borne by the PUBLIC WORKS Budget.

21.3.3 The Concession Holder will be compensated for the quantities actually executed. It will deliver in seven (07) copies, (01 stamped original and 06 copies), after the reception of the works of the considered pass, to the Project Manager, two drafts provisional BILLS (a BILL without taxes (HT) and a BILL OF the amount of the fees), establishing the total amount of the sums he can claim as a result of the EXECUTION of the contract.

21.3.4 The amount of the VAT bill is the sum of the amount of work determined on the basis of the quantities of the contradictory ASSESSMENT, to which are applied the prices of the list from which will be deducted:

- (i) the sums for the repayment of advances made to the contractor in accordance with article 20.1.2 of this SCC;
- ii) late penalties, possibly.

21.3.5 The settlement of the amount of the taxes will be the subject of a written order between the MINTP Fund and the MINFI.

The VAT amount of the settlement to be paid to the CONTRACTOR, a taxpayer under the effective tax rate regime, shall be charged as follows:

- 97.8% paid directly to the counterparty's account;
- 2.2% paid to the Public Treasury in respect of the IR (Income Tax) owed by the other party and deducted at source.

21.3.6 The Project ENGINEER will check the BILLS for validation or make corrections. He will forward them to the CONTRACT MANAGER who will forward them to the CONTRACT MANAGER for prior approval before transmission to the Paying Agency, so that they are in his possession by the 15th of the month at the latest.

Payments will be made by the BAMENDA TREASURY within the statutory deadlines from the submission of the approved statement.

However, QUANTITIES OF WORKS EXECUTED and BILL must be checked and validated during site meetings.

A copy of the MINUTES and corresponding QUANTITIES OF WORKS EXECUTED shall be sent to the CONTRACT MANAGER and the Engineer for the follow-up file at the same time.

In case of corrections, a copy of the corrected BILL is returned to the CONTRACTOR.

21.4 TRANSMISSION OF BILLS TO THE CONTRACTING AUTHORITY

21.4.1 Pursuant to the provisions of Article 47 of Decree No. 2018/366 of 20 June 2018 establishing the Public CONTRACT Code, a copy of the provisional and final BILLS will be sent to the Minister for PUBLIC Contracts. Only the final BILL will be subject to the approval of the DIVISIONAL Delegate of Public CONTRACT territorially competent, before its transmission to the Paying Agency.

Article 22: Interest on overdue payments

Any default interest is paid by statement of the sums due in accordance with the provisions of Articles 166 and 167 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

Article 23: Penalties for delays

23.1 Penalties for delay of work:

23.1.1 If the other party fails to have completed all the works within the specified time, it will be applied, after prior notice, penalties of delay in accordance with the provisions of Article 168 of Decree No. 2018 / 366 of June 20, 2018 relating to the Public CONTRACT Code :

- 1 / 2000th of the total amount of the CONTRACT per calendar day of delay from the first (1st) to the thirtieth (30th) day.
- 1 / 1000th of the total amount of the CONTRACT per calendar day of delay beyond the thirtieth (30th) day.

In the event of an extension of time by the Employer at the request of the company, except in cases of force majeure, expenses relating to the services of the Control Mission will be borne by the company.

23.2 Penalty for late execution of contractual documents:

- THE CONTRACTOR representative: 3,000F / day late beyond fifteen (15) days from the date of notification of the start-up service order;
- Co-contractor's home address: 3,000F / day late beyond fifteen (15) days from the date of notification of the start-up service order;

- Staff and Equipment List: 5,000F / d over fifteen (15) days from the date of notification of the start-up service order;
- Insurances: 5000F / day late beyond fifteen (15) days from notification of the Seed Service Order.
- Final Bond: 5,000F / d over twenty (20) days from notification of the Seed Service Order;
- Execution Program: 15,000F / d over thirty (30) days from the notification of the start-up service order.

23.3 Penalties for failure to perform:

- No filling of the construction log found during visits: 3 000F / visit
- Unavailability of the site log during visits: 5,000 / visit.

23.4 Cumulative penalties may not exceed ten per cent (10%) of the TTC amount of the contract in accordance with Article 169 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

23.5 A rate greater than ten percent (10%) may result in the termination of the contract in accordance with Article 182 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

23.6 It is the responsibility of the Co-contractor to collect, as and when the works are carried out, the supporting documents of a possible file for the submission of penalties.

23.7 The execution of penalties may be pronounced by the PROJECT OWNER only after 54favourable opinion of the Government CONTRACT Regulatory Agency.

23.8 No bonus is provided in case of advance on the contractual period.

ARTICLE 24 REGULATIONS IN THE CASE OF A GROUPING

24.1 Direct payments from contractors are envisaged provided that the agent or the contracting party has agreed to the amounts to be paid in this way.

ARTICLE 25 FINAL BILLS

After completion of the work and within a maximum of 45 days after the date of provisional acceptance, the CONTRACTOR will establish on the basis of conflicting findings, the draft final BILLS of the work actually EXECUTED, which summarizes the total amount of sums he can claim from does the work as a whole. The final draft bill is presented by the CONTRACTOR to the verification of the project manager, the engineer's visa, the Chief of Service's visa and the approval of the contracting authority.

This final draft bill, once accepted or rectified by the CONTRACT MANAGER becomes final settlement. It is used for the establishment of the deposit for balance of the CONTRACT, established under the same conditions as those defined above for the establishment of monthly statements.

ARTICLE 26 GENERAL AND DEFINITIVE BILLS

26.1 The general and final BILLS at the end of the contract will be signed by the PROJECT OWNER.

26.2 After the acceptance of the works, the Project ENGINEER draws up the general and definitive BILLS of the contract, which is signed by the Contractor on the one hand, the Engineer, the CONTRACTMANAGER and the PROJECT OWNER.

This count includes:

- the final BILL,
- the deposit for balance,
- the summary of the DISCOUNTS.

The amount of the general count is equal to the result of this last recapitulation.

26.2 The signature of the general and definitive BILLS without reservation by the CONTRACTOR binds the parties definitively and terminates the contract, except with regard to default interest, possibly the revision or discounting of the prices, which are settled by the Member States. Dues, not

included in the amount of the contract.

ARTICLE 27: - TAX AND CUSTOMS REGIME

27.1 This contract is subject, in the field of taxation, to the regulations in force in the Republic of Cameroon.

27.2 This contract is concluded inclusive of all taxes, in accordance with the decree n ° 2004/651 / PM of April 16th, 2004 fixing the modalities of application of the fiscal and customs regime of the public CONTRACTS.

ARTICLE 28: - Stamp duty and registration of contracts

28.1 Seven (7) original copies of this contract shall be stamped and registered by the care and expense of the CONTRACTOR, in accordance with the regulations in force.

28.2 After registration, it will be returned to the PROJECT Owner, five (05) original copies for ventilation

28.3 Failure to register within the prescribed deadlines will result in penalties provided for by the General Tax Code.

Chapter III

Execution of services

Article 29: Time limit of the contract

29.1 This deadline of this contract shall run from the date of notification of the Administrative Order to start execution and is of _____ calendar months

Article 30: Role and responsibilities of the contractor

30.1 The CONTRACTOR acknowledges having read and verified the volume and nature of the work to be EXECUTED. It cannot claim any omission or underestimation of the CONTRACT to make claims of any nature whatsoever.

30.2 The contractor shall be held responsible for any damage to the road, residents or vehicles resulting from the use of working methods that do not comply with this contract, in particular the use of fire for weeding of any nature whatsoever is formally prohibited.

30.3 The CONTRACTOR is obliged to set up a specific signage for any obstacle created on the day carriage because of the work (temporary deposit of materials before loading). It is strictly forbidden to leave a night obstacle on pavement and paved shoulders, even if reported. Failure to comply with these safety rules will result in penalties as defined in section 14 of this SCC.

30.4 The CONTRACTOR must comply with the environmental protection regulations in force in the Republic of Cameroon, and in particular the framework law n ° 096/12 of 05 August 1996 on the management of the environment and the letter n ° 00908 / MINTP / DR dated 1997 of the Minister of Public Works publishing the Guidelines for the consideration of environmental impacts in road maintenance. In particular, he must comply with the CPT's requirements in this respect.

30.5 The CONTRACTOR may not evade the confirmation decided by the PROJECT OWNER without breaking the market due to his wrongdoing and subjecting himself to the sanctions provided for by the regulations in force.

ARTICLE 32: - INSURANCE OF WORKS AND CIVIL RESPONSIBILITIES

32.1 The CONTRACTOR must prove that he holds a "civil liability" insurance policy, for damages of any kind caused to third parties:

(a) by his salaried staff working at work;

(b) by the equipment he uses;

c) because of the work.

32.2 In addition, the site must be covered for all the work of an "all risk building site" insurance issued by a company approved by the competent authority. The costs inherent in this insurance are borne by the CONTRACTOR.

32.3 No regulations except the start-up loan shall be made without presentation of a certificate from one company proving that the CONTRACTOR has paid in full the premiums or contributions relating to the works concerned.

32.4 The CONTRACTOR shall have a period of fifteen (15) days from the date of notification of the service

order to commence work to present a certificate from an insurance company proving that it has been fully paid premiums or contributions relating to the work for this contract. After this period, the contract may be terminated.

ARTICLE 33: - CONSISTENCY OF WORK

33.1 The works are defined in the CPT, the price schedule and the estimated detail and generally include:

These works comprise the following descriptions:

Nature of Works

Works comprise especially the items listed in the table below:

Work to be done consists of the CONSTRUCTION OF A PERMANENT BRIDGE OVER RIVER KILENDZEV LINKING TARSEM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION

. The works include the following:

- Lot 100: Site installation and preparatory works
- Lot 200: Site preparation
- Lot 300: General earth works
- Lot 400: Foundation-Abutment-Wing Wall-Deck
- Lot 500: Equipment
- Lot 600: External works

33.2 Services not provided for, due to accidents or whose complexity requires means not defined in the above documents will be performed by the company at the express request of the PROJECT OWNER by order of service. Any service EXECUTED without an order for service will not be paid by the PROJECT OWNER.

33.3 Prior to the commencement of all work, the contractor and the Project Manager shall proceed to a measure of the length of the lot and an identification of the work with marking on the roadway every hundred (100) meters. This will be the subject of a report signed by both parties.

33.4 Environmental protection

The CONTRACTOR will be required to comply with the laws governing the protection of the environment in force in the Republic of Cameroon and in particular the law n ° 096/12 of 05 August 1996 on the framework law on the management of the environment and the Letter No. 00908 / MINTP / DR dated 1997 from the Minister of Public Works publishing the Guidelines for the consideration of environmental impacts in road maintenance.

In particular, he must comply with the provisions of the CCTP (chapter V) in this respect.

ARTICLE 34: - DOCUMENTS TO BE PROVIDED BY THE COCONTRACTOR

34.1 WORK EXECUTION PROGRAMME

34.1.1 Within a period of five (05) days from the notification of the service order to start the work of each pass, the CONTRACTOR will submit to the validation of the CONTRACT Engineer, after approval of the Project Manager, and in six (06) copies a execution PROGRAMME of the works after a detailed visit of the site, accompanied by the Project Manager. The project manager has two (02) DAYS for the visa or rejection of the project, the CONTRACT Engineer also has three (04) days for validation or rejection. The rejects should focus on the corrections to the execution PROGRAMME to be unique at each level of validation.

34.1.2 This execution PROGRAMME will include:

- The Methodology of works;
- The CV of the Key Personnel and the copy of the diplomas;
- The organization of the company to carry out the work of each workshop;
- The quantitative survey and the location of all the essential tasks to be EXECUTED, so as to obtain a better level of service and good visibility after the works;
- A temporary signage plan for the site during the execution of the work.

ARTICLE 35: - ORGANIZATION AND SAFETY OF SITE

35.1 SECURITY OF WORKSITE

35.1.1 Construction Identification Signs

The identification or WORKS announcement signs will be placed at the beginning and at the end of each section, and must be put in place within a maximum of one month after the service order to start the work.

35.1.2 Signalisation of work

35.1.2.1 The work SIGNALISATION shall be in accordance with the temporary signalling plan validated in the execution PROGRAMME. It is carried out under the control of the Project Manager by the contractor, the latter having to support the supply and installation of signs and signalling devices, unless otherwise stipulated in the contract.

35.1.2.2 The contractor shall be personally liable for all direct or indirect consequences of a lack of signalling or the maintenance of temporary structures necessary for the maintenance of traffic.

35.1.2.3 All costs incurred by site-specific road signs are the responsibility of the Contractor. The latter will remain alone and fully responsible for all accidents or damage caused to third parties, during the execution of the work due to his equipment or errors and omissions concerning the signalling.

35.1.3 Night work, holidays and Sundays.

The works cannot continue neither at night, nor on Sundays, nor holidays without the prior written authorization of the CONTRACT Engineer.

35.2 MAINTAINING THE CIRCULATION

35.2.1 The CONTRACTOR shall take all necessary steps to ensure that the circulation is maintained throughout the duration of the work of each pass. He will not be able to use the subjections that would result to evade the obligations of his market, nor to raise any claim, except in case of force majeure;

35.2.2 The CONTRACTOR will refer to the project manager, who will inform the administrative authority with territorial jurisdiction for the taking of a regulatory act in case of interruption of traffic on a route. This referral must be done at least fourteen (14) days before.

ARTICLE 37: - SUBCONTRACTING

It is not allowed to use subcontracting.

Chapter IV: Acceptance

Article 41: Provisional Acceptance

ARTICLE 41: - ACCEPTANCE

The provisional acceptance of the works will be granted at the end of the execution of these works.

41.1- OPERATIONS PRIOR TO ACCEPTANCE

41.1.1 At the end of the works, the CONTRACTOR will make the request in writing to the Project ENGINEER with a copy to the CONTRACT MANAGER.

41.1.2 Within a period of seven (07) days from the date of submission of the request for acceptance, a prior visit will be organized by the Project Manager, with the participation of the CONTRACT Engineer, in the presence of the contractor.

This visit includes among other things:

- The qualitative and quantitative recognition of the work carried out;
- The possible finding of non-performance of the services provided for in the contract;
- The findings relating to the completion of the works;
- The route diagram of the executed works.

41.1.2 These operations are the subject of a report drawn up on the spot and signed by the Engineer, the Project Manager and countersigned by the contractor.

41.1.3 At the end of this pre-acceptance inspection, the Project Manager may specify the reserves to be lifted and the corresponding works to be carried out before the provisional acceptance date that the CONTRACT MANAGER will fix in agreement with the Engineer and the Contractor. Project Manager.

41.2- ACCEPTANCE COMMISSION

41.2.1 The ACCEPTANCE commission shall consist of the following members:

1. The CONTRACTING AUTHORITY or his representative; President;
2. The CONTRACT MANAGER, Member; *DD MINDEVER BUI*
3. The CONTRACT Engineer, Rapporteur;
4. The DIVISIONAL DELEGATE OF MINMAP Bui or his representative, observer;
5. The Project Manager, Member;
6. The Contractor or his representative, observer.
7. The DD Environment *8. STORE ACCOUNTANT*

41.2.3 The aforementioned members and the contractor are summoned, by mail from the CONTRACT MANAGER, with a copy to the Representative of the PROJECT OWNER, to take part in the ACCEPTANCE VISIT, at least seven (07) days before the date of the ACCEPTANCE.

The absence of the CONTRACTOR is equivalent to the unreserved acceptance of the conclusions of the commission of receipt.

41.2.4 The Commission, under the direction of the President, after visiting the site, examines the report or the minutes of the operations prior to the reception and pronounces or not the provisional acceptance of the works.

This will be the subject of the minutes of provisional acceptance signed forthwith by all present members of the commission.

41.2.5 The provisional acceptance report shall fix the date of completion of the work.

41.2.6 In the event that the works cannot be received, notification is made to the contractor, by way of service order signed by the PROJECT OWNER, omissions, imperfections or defects noted that make it impossible to receive. This Service Order gives notice to the contractor to complete the incomplete works or to remedy imperfections and defects in a specified period, without prejudice to the application of the provisions of Article 77 of the GCC.

When the contractor considers that the works are completed, he must again ask the PROJECT MANAGER, provisional acceptance. After the period indicated in the service order, the CONTRACT MANAGER may have another contractor perform, in accordance with the regulations in force, the execution of the necessary works, the damages, costs, risks and perils of the CONTRACTOR.

41.2.7 If the ACCEPTANCE Committee does not meet within fifteen (15) days of the favourable report prior to receipt, the CONTRACTOR cannot be held responsible for the consequences of this delay on the quality of the work EXECUTED.

41.2.8 At the end and after the acceptance of the works, the CONTRACT MANAGER will deliver to the CONTRACTOR, at his request, the certificate of completion.

ARTICLE 42: - DOCUMENTS TO BE PROVIDED

A SITE logbook will be kept by the Contractor and made available to the Project Manager and his representatives.

The CONTRACTOR may record incidents or observations that may give rise to a claim on its part.

The SITE logbook will be signed by both the Project Manager and the Site FOREMAN at each site visit.

For any claims of the CONTRACTOR, only events or documents mentioned in due time may be reported to the SITE logbook.

ARTICLE 43: - WARRANTY PERIOD AND MAINTENANCE DURING THE GUARANTEE PERIOD

43.1 Guarantee period

The period of guarantee is one year at from the date of provisional acceptance and concern only the MAINTENANCE works put in place.

43.2 Maintenance during guarantee period on hydraulic structures.

Article 44: Final acceptance

The procedure is the same as that of the provisional acceptance of works, after expiration of the period of guarantee. The acceptance commission will make sure the the hydraulic structure continue to function well.

Chapter V

SUNDRY PROVISIONS

Article 45: Termination of the contract

The contract may be terminated ipso jure by the Contracting Authority, as provided for in Title V, Chapter I, Section II, Sub-Section I of Decree No. 2018/366 of June 20, 2018 relating to the Public CONTRACT Code and also in the conditions set out in sections 74, 75 and 76 of the TS (Works), including any of the following:

- Death of the contractor. In this case, the PROJECT OWNER may, if necessary, authorize the acceptance of the proposals submitted by the rights holders for the continuation of the services;
- Bankruptcy of the holder of the contract. In this case, the PROJECT OWNER may accept, if applicable, proposals that may be submitted by the creditors for the continuation of the services;
- Judicial liquidation, if the co-contractor of the Administration is not authorized by the court to continue the operation of his business;
- In the case of subcontracting, subcontracting or subcommand without prior authorization from the Contracting Authority or the Contracting Authority;
- Failure of the Administration's co-contractor duly noted and notified to the latter by the Contracting Authority to the Contracting Authority;
- Non-compliance with labor legislation or regulations;

- Significant variation in prices under the conditions defined by the general administrative clauses, following the modification of the economic conditions or the initial quantities of the contract;
- Fraudulent maneuvers and corruption duly noted.
- The contract may also be terminated in the following cases:
- Delay of more than thirty (30) calendar days in the execution of a service order or unjustified termination of the work of more than seven (07) calendar days;
- Accumulated penalties exceeding 10% of the T.T.C. amount of works;
- Refusal of resumption of poorly executed work;
- Failure of the contracting partner.

Article 46: Case of force majeure

46.1 Cases of force majeure shall be recorded in accordance with the provisions of Section 75 of the GCC.

46.2 It is the responsibility of the Delegated Contracting Authority to assess the nature of force majeure and the evidence provided by the CONTRACTOR.

Article 47: Disagreements and disputes

Any dispute or dispute arising between the contracting parties shall be the subject of an attempt at a friendly settlement.

In the absence of amicable settlement, any dispute arising from the contract will be brought before the competent Cameroonian jurisdiction, in accordance with the provisions of Article 187 of Decree No. 2018/366 of 20 June 2018 on the PUBLIC CONTRACT CODE.

Article 48: Production and dissemination of this contract

48.1 The drafting and formatting of the documents constituting the contract is done by the PROJECT OWNER.

48.2 The edition of this contract, in twenty (20) copies subscribed, is the responsibility of the PROJECT OWNER.

Article 49 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 supplier by the Contracting Authority.

Document No. 5:
Technical specifications

TECHNICAL SPECIFICATIONS

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I. GENERAL INDICATIONS

I-1- PURPOSE OF THIS DOCUMENT

The purpose of this contract is to **CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION**

REGION

LOT	Bridge	Council concerned	LENGTH	Previewed Budget (ATI)	Duration (months)
1	THE CONSTRUCTION OF A PERMENANT BRIDGE OVER RIVER KILENDZEV LINKING TARSHM-TADU-KUMBO IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION	JAKIRI	7.00ml	75, 000,000	04
TOTAL				75, 000,000	04

I-2. CONSISTENCY OF THE WORK

These works comprise the following descriptions:

- Lot 100: Site installation and preparatory works
- Lot 200: Site preparation
- Lot 300: General earth works
- Lot 400: Foundation-Abutment-Wing Wall-Deck
- Lot 500: Equipment
- Lot 600: External works

I.3. WORK DESCRIPTION

The said bridge as mentioned above is the Kelendzev Bridge of 7.00ML FOUND IN JAKIRI, BUI DIVISION NORTH WEST REGION.

The areas have an existing collapsed bridge each that need to be reconstructed in order to fully reinstate the traffic along these road itineraries.

I.3.1. Construction site installation

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

I.4-Technical References

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

Otherwise, reference will be made to the Cahiers des Clauses Généraux of the French Ministry of Equipment.

It will be done, throughout this CCTP, references to the fascicles of the French Common Prescription Book applicable in Cameroon following (this list is not exhaustive):

name Title

Preamble and Fascicle n ° 1: General Provisions to the various types of works

Issue 2: Earthworks

Paper 7: Soil Recognition

Paper n ° 23

: Supply of aggregates used in the construction and maintenance of pavements supplemented by the standard NF P 18 101

Paper No. 25: Execution of roadways

Paper No. 29: Construction and maintenance of roadways

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: Edging and gutters in natural stone or concrete, supplemented by AFNOR standard NF T 98 302

Issue 50: Topographic Work

Paper n ° 63: Supply and implementation of unarmored mortars and concretes

Paper 64: Unreinforced masonry work of civil engineering works

Paper 70: Sewerage and related works

However, the other party is entitled to use standards other than those mentioned in this document, provided that they are generally accepted and lead to results of equal or greater quality. These standards must first be submitted for approval by the Project Manager with supporting documents. The Project Manager justifies its decision to accept or reject a standard.

I.5. GENERAL REQUIREMENTS

I.5.1. Technical standards

Unless otherwise stipulated in this CCTP, the technical standards for defining 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 Client may prescribe, by order of service, the suspension of the works due to inclement weather or for any other reason that he deems necessary, without the other party making a claim as a result.

In this case, the contractual period may be extended by the same number of calendar days as between the date of suspension and the date of resumption of work, if this is prescribed in the service order.

I.5.3. General environmental requirements

In general, unless otherwise specified in this CCTP, the document "Study of a plan for limiting the environmental impacts of road maintenance - Environmental guidelines for road maintenance - TECSULT - MINTP - April 1997" will serve as a reference. This document may be consulted at the MINTP Environment Unit.

In order to ensure that the co-contractor takes the environment into account, an environmental consultant will intervene:

- Before the start of the project, to give an opinion on site proposals (borrowings, quarries, depots, installations ...) and on the works envisaged to meet the specific environmental requirements.
- During construction, to monitor the implementation of environmental measures.
- At the end of the project, to see the restoration of the different sites.

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

I. 6- Journal and Workshop meeting.

The construction log will be written and signed each day by the contractor's representative on the construction site and by the supervisor's representative. It will be established jointly according to a defined model and must contain at least the following daily information:

- Atmospheric conditions
- Work performed during the day, personnel and equipment used
- Work progress
- The requirements imposed
- Detailed quantities of work
- Administrative operations relating to the execution and settlement of the contract
- Receptions and approvals
- Incidents, accidents or events that could have a subsequent impact on the maintenance of the works or the progress of the work
- Non-conformities
- Official visits

The construction log will be signed daily by the representative of the company and the project manager. A weekly meeting, which will be attended by the co-contractor and the project manager, and possibly the Head of Service, will discuss issues related to the execution of the contract, evaluate the progress of the work and specify any element have not received a sufficiently clear definition in the terms of the contract or before the start of work.

The Project Manager may change the periodicity of the meetings without this being greater than 15 days.

The weekly meetings allow the Project Manager to have a precise idea of the evolution of the site and to define a priori the actions to be undertaken to respect the market conditions. These meetings are the subject of a report, written by the Project Manager and signed by the other party and possibly the Head of Service.

A model daily sheet is attached to this document.

I.7- Work program

Within thirty (30) days from the notification of the approval of the Contract, the Co-contractor will have to submit to the Project Manager, for approval, a detailed program of execution of the work which must take into account all the subjections relating to the execution of the works.

This work program 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 work site, including for each machine its characteristics, condition and value,
- a note on the working methods used as well as the quantitative details of staffing,
- The percentage of staff recruited in the work area,
- The internal regulations of the Company,
- a list of supervisory staff,
- a planning of progress forecasts,
- The organization plan for quality control,
- The temporary signage plan for the site,
- Provisions relating to the consideration of the environment.

During the works, the Co-contractor must keep the work program up-to-date, taking into account the actual progress of the work. However, major changes to this program may only be implemented after approval by the Prime Contractor.

Whether it is the approval of the initial work program or its modifications during the work, the Employer will have a period of five (5) days to make known its agreement or its comments on the proposed provisions.

The other party shall make the modifications that may be prescribed by the Project Manager within eight (8) days from the date of their notification.

The effective start of the work will be subordinated by the approval of the work execution program by the Supervisor, without the delay of execution of the work being thereby modified.

The presentation of the schedules, their follow-up and updates will be done as follows:

General planning of works:

- It will be computerized and presented as a bar chart.
- The contracting partner will be obliged to keep this schedule up-to-date and to submit monthly any adjustments and their justifications.

Weekly activity schedule:

- The other party will have to present, each weekend, a detailed schedule defining the various activities that he intends to undertake during the following week.
- The Project Manager may make comments within 72 hours.

The work program must specify:

- Description of the arrangements and methods envisaged for the execution of the works.
- The materials used
- The management staff of the construction site
- The execution schedule
- Any information that might be useful to the Project Manager to organize the control.
- This program will be reviewed during construction as required.

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

In a preliminary phase, the Co-contractor will carry out all the project audits that it deems necessary in order to be able to report any anomalies, errors or omissions, not only of the study documents, but also on the job. These audits will include the location of borrowings for foundation materials and deposits of pavement materials.

The other party will present to the Project Manager the results of its comparison of the project with the local conditions and its proposals for a possible modification of the project. Final provisions will then be made by mutual agreement. No execution of the work can be started on a given section until these definitive provisions have been finalized.

The Co-contractor acknowledges having taken into account the time constraints that will be involved in these preliminary phases. It remains understood, however, that the agreement between the parties will have to intervene to the maximum in the ten days which will follow the execution to the Project Manager of the results of the preparatory works.

This ten (10) day period is extended if the Project Manager deems it necessary to request geotechnical retesting.

I.9. WORKS START MEETING

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

XXXVII. ORIGIN, QUALITY AND PREPARATION OF MATERIALS

II.1. ORIGIN

Supplies of all materials for earthworks and carriageways or used in the composition of hydraulic works are the responsibility of the other party.

The other party shall make sure with the manufacturers and contractor that they accept the requirements of this CCTP, both as regards the quality of the materials and products as the conditions of control and testing.

The other party must submit the origin of all materials for the execution of this contract to the approval of the Project Manager before their implementation, and in due time, to respect the program of execution of the work.

The other party will justify its request with all the necessary elements: technical specifications, instructions for use and possible contraindications.

The materials for embankments, substitutions, covers of shoulders and the body of road will come from borrowings and careers proposed by the Co-contractor to the approval of the Project Manager. The documentation that will accompany the request must indicate the results of the corresponding tests according to the destination of the materials.

The materials necessary for the construction of the embankments will come from priority, if their qualities allow and unless otherwise specified, of approved loans located at the smallest possible distances from the places of employment: a sketch of the movements of earth will have to be produced by the holder.

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

The contractor will have to do at its expense the polls and tests that are necessary to

- Determine the loans and quarries and justify the quality of the materials for which it remains solely responsible for their compliance with the specifications of the market throughout the duration of the project.

These tests will be performed on samples taken at different locations and at different depths of the borrow area. The other party will provide the complete documentation to the Project Manager, who reserves the right to carry out the additional controls that he deems appropriate, in the site laboratory at the contracting party's expense.

The Project Manager may withdraw its approval if it considers that the deposit no longer provides materials of suitable quality, without the other party claiming any compensation whatsoever.

The other party must also submit to the Project Manager the borrowing sites and obtain approval from them. If the proposed sites, the operating method and the planned developments do not comply with the environmental requirements, the Project Manager will not be able to give its approval and the Co-contractor must either propose other sites or modify the operating method, or propose adjustments that comply with the requirements, without the other party thereby being able to claim any compensation whatsoever.

It will only be able to start borrowing and quarrying after having received written authorization from the Project Manager regarding the Environmental Guidelines.

The other party will bear all the operating expenses of the borrow pits and in particular the opening and the development of the access tracks, the clearing and the deforestation, the removal of the vegetable grounds or unwanted materials and their deposit outside the limits of the loan, as well as the development work concerning the environmental protection prescribed. The removal of land and its disposal shall comply with the environmental requirements (see paragraph II.3.). The drainage of the borrow pits will have to be done efficiently.

All arrangements must be made for runoff to flow normally outside the road right-of-way without causing damage to the waterfront property.

No borrow pits shall be opened below the road within thirty (30) meters of the base of the base, this distance being increased by the depth of the borrow pit. The bottom of the borrowing rooms will be regulated so that the water does not stay near the road. The other party shall be required to carry out at its own expense a water drainage and road protection system (guard ditches, catch basins, under-paved structures) in such a way that it cannot cause run-offs that are harmful to the conservation. later of the road.

During the works, the other party may only modify the origin of the materials of the products manufactured with the written authorization of the Project Manager, provided that the materials and substitutes are of equivalent quality and meet the same requirements concerning their compliance with the standards in force.

II.2. QUALITY OF MATERIALS

The Co-contractor will submit the technical files relating to the quarries and loan areas of materials that he proposes to use. These areas will be those he has himself prospected and studied. In all cases these areas should be located at least 30 meters from the road and 100 meters from houses and waterways.

The Prime Contractor must make known its decision or instructions on the operation of the loan area within 15 days.

The Co-contractor remains solely responsible vis-à-vis the Owner for the provenance, the career search, the quality of materials and their compliance with the requirements of the Market.

II.2.0 Granite arena

These materials will be natural gravels from the deposits indicated by the Owner, if any, and new deposits proposed by the Co-contractor, if they meet the specifications given below, as well as the Environmental Prescriptions.

ACCEPTABILITY CRITERIA Specifications

CBR index at 95% of the OPM, 4 days of soaking ≥ 40

Maximum dry density at 95% OPM $T / m^3 \geq 1.8$

Plasticity index $I_p \leq 25$

Percentage of fines $< 0.08 \text{ mm } F_{5\leq F} \leq 30$

Plastic module $F.I.P < 500$

Linear swelling% < 1

QUALITY CRITERIA

D max Mm 40

% passing to 10 mm $< 10 \text{ } 35 - 90$

% rising to 5 mm $< 5 \text{ } 20 - 60$

Refusal at 2 mm $> 2 \text{ } 10 - 40$

II.2.2. Stones for masonry

Not applicable.

II.2.4. BINDERS

II.2.4. Cement

The cements will come from factories approved by the Project Manager and must meet the standards NF P 15-299, NFP 15-300 and NFP 15-301. According to these standards, these cements will be of the CPJ35 type. Any other type of cement will first be subject to approval by the Project Manager, who may ask the other party for the results of the self-checking of the production plant.

The cement must meet the following conditions:

- start of setting exceeding 3 hours,
- End of setting less than 6 hours,
- Hot expansion less than 3 mm,
- Mechanical resistance at 7 and 28 days in accordance with standard NF P 15-451,
- Summary chemical analysis in accordance with standard NF P 15-461.

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

III. MODE OF EXECUTION OF WORK

III.1. FACILITIES

III.1.1. Mobilization, securing and demobilization of equipment

The equipment's to be mobilized will be brought by the contractor, during execution the enterprise shall take care of general site facilities and general corporate services include:

- The development of surfaces for the material storage areas and parking of vehicles
- The establishment of the means of connection: telephone, radio, and guarding
- The supply of water and electricity,
- Fuel storage facilities,
- The signage of the work, its guarding and its maintenance,
- All other provisions necessary for the proper functioning of the site,
- Disassembly and refolding of facilities,
- The possible displacement as the progress of the project progresses,

- The restoration of the sites in accordance with the environmental requirements, and any other constraints necessary for the proper execution of the works within the given deadlines;

III-1.2 Implantation

The contractor will provide the research, the necessary formalities, the development, and will cover the costs of land preparation 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 contracting partner for the location of these sites, storage areas or quarries will remain fully responsible for the completion of the work within the prescribed time.

III.1.3. Safety Rules

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

IV. EVALUATION METHOD OF WORK

IV.1. GENERAL CONDITIONS OF EVALUATION

The services are remunerated to the contracting partner by applying the price of the list to the quantities actually executed, in accordance with the requirements of the contract. These quantities must be recorded and approved by the Engineer.

The contracting partner is deemed to have a perfect 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 soils and aggregates,
- Conditions of transport and access to the sites,
- The normal regime of water and rainfall in the project area,
- Exploitable water points.
- It cannot raise any claim based on unforeseen difficulties or constraints, except in the case of force majeure.
- The price of the list pays all expenses related to the proper execution of the work and includes:
 - All labor costs,
 - The expenses involved in the regulations on the health and safety of workers, and the respect of the Highway Code and the Labor Code,
 - The cost of various supplies such as cement, iron, bitumen, fuels, lubricants, ingredients, etc., and their transport to the site whatever their origin and place of supply,
 - The costs of surveying and setting up, reporting and drawing,
 - all costs of prospecting materials, identification of deposits, laboratory tests (including the development of formulations (cold-mix, superficial coatings, bituminous concrete, hydraulic concretes), the test tests provided for in the CPT and the measures necessary to verify the calculations], test plots (foundation, base course, pavement support, rolling course for earth roads, surface coatings, and bituminous concrete) and self-monitoring costs for the work performed,
 - the development costs of the loan and deposit sites, temporary tracks of all kinds for access to quarries, borrowings and water points,
 - the costs of maintaining traffic during the works, including the construction and maintenance of detours, the maintenance of the existing road, the establishment and maintenance of adequate signage, up to provisional acceptance,
 - All costs of site installations, depreciation of equipment and tools, guarding,
 - The removal of all temporary installations and the restoration of the premises,
 - The restoration of the site surroundings,
 - All costs of routing and retrieval of equipment, materials and tools,
 - The incidentals and the costs of the subjections of perfect execution and manufacturing allowing obtaining the qualities defined by the specifications,
 - All the subjections as well as all the hazards, overhead and profit of the Company,
 - All maintenance charges during the warranty period.

The performance of all geotechnical tests and the conformity of the results of these test with the requirements of this CCTP condition the attachment of the works.

METHODOLOGY OF WORKS

A. PRELIMINARY WORKS

❖ SITE CLEARANCE AND INSTALLATION

This task shall be the clearing and felling of trees on the site in strict respect of environmental conservation norms and the building of temporal huts for office and stores. Storage sections for materials such as sand and gravel will be arranged and shall be free from debris. The signal board of the project shall be installed with reference to the terms of the contract.

Night and the day watch men shall be recruited by the enterprise to ensure the safety of the materials and goods.

❖ GEOTECHNICAL STUDIES

This task shall consist of;

- Carrying out penetrometer tests to determine the bearing capacity of the soil and subsequently the debt of excavation for the foundation of the bridge.
- Carrying out concrete formulation design to determine the mix ratios of different types of concrete class to be used in the construction.
- Carrying out slump test to determine workability of the concrete mixed produced.
- Carrying out concrete strength test to determine the strength of the concrete at 28 days. This shall be done by crushing concrete moulds cured at the 7days, 14 days and 28 days.
- Carrying out grain size analysis done with laterite soil at the borrow pit to determine its sustainability for backfill.
- Carrying out water content analysis
- Carrying out proctor test and compaction test on the compacted backfill

❖ Clearing and Grubbing Stream bed

This task shall include the clearing of the area of implementation and at least 15m beyond in both directions of all impediments. The material removed shall be disposed of away from the right of the way in areas approved by the supervisor.

❖ Temporal deviation of stream course.

This task shall entail the construction of a temporal access road and deviation of the water course. The timber that shall be used shall be well seasoned, thoroughly dry and free from large, loose or unsound knots, saps, shakes and other imperfections impairing its strength, durability or appearance.

❖ Setting out

This task shall be the implementation of the structure. We shall satisfy our self as to the accuracy in line, the level and dimension of any basic survey information provided by the project owner. We shall set out the structure from all the project owner's established benchmarks as indicated to us by the supervisor and shall be responsible for all the measurements in connection with the setting out. We shall furnish, install and maintain all markers.

Before commencing construction works, we shall jointly check with the supervisor all the survey stations and benchmarks to be used, to ensure that all survey stations and benchmarks are in their original positions.

In agreement with the supervisors, we shall establish reference points to define the bridge at fix locations and temporal benchmarks. We shall maintain these reference points and temporal benchmarks until the taking over of the works. We shall provide the supervisors with a

schedule of the levels and the locations of all benchmarks and shall ensure that information provided to the engineer is always kept up to date.

We shall set out all pertinent lines, grades and levels as shown on the drawings and/or as otherwise for a proper and accurate definition of the works of excavation and fills.

B. EARTHWORKS

❖ Excavation of foundation

This task shall be the excavation of the foundation to the depth indicated for safe bearing value. All structural excavation shall extend a sufficient distance from the wall and footings to allow for proper erection and dismantling of forms, for the installation of services and inspection. The bottom of all excavation shall be hand trimmed, levelled and free from all loose and/or organic material. All excavation shall be timbered where necessary to the supervisor.

All excavation shall be inspected and proved before pouring any concrete. We shall control the grading in the vicinity of all excavated areas to prevent surface drainage running into excavations. Should any water accumulate in the trenches or other excavation, we shall execute such works as may be necessary to drain away the accumulated water and shall install pumps as may be required to keep the trenches and excavations dry.

❖ Backfilling with materials from borrow pit

This task shall consist of using materials for fill obtained from borrow pits approved by the supervisor. The material shall either be laterite or pouzzolane. After forms have been removed from footing piers, foundations, walls, etc and when setting of concrete is hard enough to receive pressure resulting from fill, backfilling may then be done. All filling shall be placed in layers not exceeding 15cm in thickness, each layer being thoroughly compacted and rammed by wetting, tamping and rolling to desired density.

C. REINFORCED CONCRETE WORKS

❖ Hard Core

This task shall consist of packing of stones horizontally on the base of the excavated foundation to give a good bedrock for the construction of the foundation. All rocks shall be placed flat and well packed together, interlocking them to prevent any lateral movement. All the rocks to be used shall come from quarries approved by the supervisors. The rock facing shall be at least 1.5 times the average dimensions of rocks used and at least 60cm thick under the structure and in the bank protection.

❖ Casting of the lean concrete

This task shall consist of the production and casting of a 10cm thick concrete batched at 150kg/m³.

❖ Casting of reinforced concrete for foundation, footings, abutments, slabs, beams, and wheel guide.

This task shall consist of production and casting of reinforced concrete of foundation, footings, beams and slab batched at 400kg/m³ and reinforced concrete for wheel guide batched at 350kg/m³.

❖ EXECUTION OF CONCRETE WORKS

PROPORTION OF CONCRETE AGGREGATES

Concrete mixes shall be of the class shown on the drawings and described in the bill of quantities or supervisor's specifications or details. The proportions of dry aggregates and cement in different classes of concrete are as follows

- a) Class A – Concrete: for reinforced concrete footings, beams and deck
Cement = 400kg/m³

- Fine aggregate = 400litres
 Coarse aggregate = 800litres
- b) Class B – Concrete: for wheel guide
 Cement = 350kg/m³
 Fine aggregate = 400litres
 Coarse aggregate = 800 litres
- c) Class C – concrete: for blinding or lean
 Cement = 150kg/m³
 Fine aggregate = 450litres
 Coarse aggregate = 900 litres

The proportions given above are for guidance only and the actual proportions shall be determined according to the types of aggregates available on site.

MIXING OF CONCRETE

A machine mixer of the revolving drum type shall be used for all concrete except that where only a small amount is required, the mixing may be done by hand in a manner approved by the supervisory engineer. A competent and experienced foreman shall be in direct charge of the mixing and placing of all concrete. All constituents shall be thoroughly mixed until they are uniformly distributed throughout the mass, with the amount of water added to produce the concrete of proper consistency. The mixing equipment shall be capable of combining the aggregate, cement and water within the specified time limit into a thoroughly mixed and uniform mass and of discharging the mixture without segregation. A mixture which has been out of use for more than 20 minutes shall be thoroughly cleaned out before fresh concrete is mixed. We shall provide mixers of enough size and number, adequate to deal with the volume of concrete to be placed in order that the face of the concrete will not be marred by joint lines due to one layer having set before another layer is placed.

The size of each batch of concrete shall not exceed the rated capacity of the mixer as stated by the manufacturer. Concrete shall not be mixed in greater quantity than required for work in hand.

PLACING OF CONCRETE

Before placing concrete, all equipment for mixing and transporting the concrete shall be cleaned and all debris removed from the places to be occupied by the concrete. Wood forms shall be thoroughly wetted and masonry units that will be in contact with concrete shall be well drenched. Water shall be removed from the place of deposit before concrete is placed, unless otherwise permitted by the supervisory engineer.

Concrete shall be conveyed from mixer to forms as rapidly as practicable and by methods, which will prevent segregation or loss of constituents. It shall be deposited as neatly as practicable in its final position.

Concrete shall be placed before initial set has occurred and in no event after it has contained its water content for more than 30 (thirty) minutes. Unless otherwise specified, all concrete shall be placed upon clean, damp surfaces, free from water, or dry porous earth. The concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement in such a manner as to prevent segregation of the coarse aggregate.

Concreting of any unit or sections of work shall be carried out in one continuous operation and no interruption of the concreting will be allowed without the approval of the supervisory engineer.

The concrete shall be placed layer by layer as directed by the supervisory engineer, over the whole area to be concreted, until the required height is obtained. Care shall be taken that segregation of the aggregates by rolling down the exposed working surface of the placed concrete does not occur. Should any accidental segregation occur within the formwork, the affected area shall

be thoroughly turned over by hand until a homogenous mix has been obtained. Under no circumstances shall concrete that is partially hardened be rapidly deposited in the formwork.

All structural concrete shall be compacted with the aid of mechanical vibrators. The vibrator shall be of a type and design approved by the supervisory engineer. Enough vibrators shall be used to cause all concrete to flow or settle readily to the forms and not through the forms, except in sections too thin to permit the insertion of the internal type, in which case form vibrators may well be employed if approved by the supervisory engineer. Concrete placed in timbered excavations shall be well rammed closed against the excavation face as the timber is withdrawn, after the concrete has taken its initial set, care shall be exercised to avoid jarring the forms.

In joining fresh concrete to concrete that has already set, the concrete already in place shall have its surface cut over thoroughly with a suitable tool to remove all loose and foreign materials. The surface shall then be washed and scrubbed with wire broom and thoroughly drenched. It shall remain moist when the new concrete is placed. Immediately prior to the placing of the new concrete, the old surface of concrete already in place shall be thoroughly coated with cement slurry.

CURING OF CONCRETE

Concrete, after it is placed and until the expiration of the curing period herein provided for, shall not be allowed to dry out. Water curing shall be accomplished by keeping the surface of the concrete continuously wet by covering with water, or with an approved water saturated covering, or by spraying. All water used for curing shall be fresh water. Curing by other method shall be subject to the approval of the supervisory engineer. Curing shall be on for at least seven (07) days.

PROTECTION

All exposed fresh concrete surfaces shall be protected to prevent damage. Sufficient covering shall be provided and kept on hand for this purpose. All concrete shall be adequately protected from injurious action of the sun in a manner satisfactory to the supervisory engineer.

APPROVAL BEFORE CONCRETING

Whenever so required by the supervisory engineer, concrete shall not be placed in any part of the works until the preparations (reinforcement, formwork, embedded items, etc.) have been inspected and approved and his authorization to concrete that specific part has been obtained.

BENDING AND FIXING OF STEEL REINFORCEMENT

Steel reinforcement shall be bent cold accurately to the shapes and dimensions shown on the drawings. Reinforcements shall be fixed rigidly and accurately in the forms in accordance with the details shown on the drawings so that the specified amount of cover to the bars is everywhere maintained. For concrete members in contact with wet earth or moisture, minimum cover is 3cm. minimum cover for beams, columns and slab above ground level 2.5cm.

Approved spacers and chairs may be used. Reinforcement temporarily left projecting from the concrete at construction or other joints, shall not be bent out of position during the period in which concreting is suspended, except with the approval of the Project Owner. The steel shall be free from oil, grease, dirt, paint and rust. Bars, generally shall be of the required lengths, welding of main bars will not be permitted.

FORMWORK

Timber forms shall be constructed of sound well-seasoned timber of such quality and strength as will ensure rigidity throughout the placing, ramming, vibration and setting of the concrete without visible deflection. They shall be so constructed that they can be removed without shock or vibration to the concrete. All joints shall be tongued and grooved, unless otherwise required and shall be made sufficiently tight to prevent any leakage of grout. All formworks shall be inspected and approved by the project engineer before concrete is placed within it.

The use of steel forms or forms made of other material may be permitted provided the requirements for strength, joint, etc. are met and they are to the satisfaction of the project engineer.

Forms for all permanently visible concrete surfaces shall be planed smooth so that the internal surfaces are perfectly true and free from irregularities. Where the finished surface of the concrete is not to be permanently exposed, the forms may be constructed of plain butt-jointed softwood timber.

PREPARATION OF FORMS BEFORE CONCRETING

Before the concrete is deposited, the forms shall be thoroughly cleared and freed from sawdust, shavings, dust, mud or other debris by flushing with water. The inside surface of the form shall be coated with lime wash or approved mold oil, care being taken to keep the concrete free from any such coating material.

FORMWORK FOR VIBRATED CONCRETE

When concrete is to be vibrated, special care shall be taken to maintain rigid the formwork and supports against the action of the vibration of the concrete.

REMOVAL OF FORMS

Forms shall be removed in such a manner as will not injure the concrete and the formwork shall be removed before the concrete has sufficiently set and hardened. The table below gives minimum periods before striking formworks.

	Types of formwork	Minimum period before striking
1	Vertical formwork to columns	12 hours
2	Soffit formwork to beams and slabs	14 days
3	Props to beams	21 days

The provision of suitable curing methods shall immediately follow the removal of the formwork.

Tolerances

The maximum tolerance within which concrete work shall be constructed as follows:

All setting out dimensions $\pm 5\text{mm}$

Section of concrete members' $\pm 3\text{mm}$

IV.2. DEFINITION OF PRICES

The unit prices are defined below:

SERIES 000: Installation

TM001 site installation

The price pays the mobilization of all necessary equipment to the site. The security of this equipment during the execution phase and the demobilization of the equipment from the site. It is paid as a Lump sum (LS).

This price includes:

- The supply of drinking water and electrical energy to the site and the disposal of wastewater after degreasing and purification by septic tank;
- The means of communication (telephone, fax, radio, etc.);
- The costs of maintenance, cleaning and operation of premises, workshops and warehouses, including guarding;
- the construction and maintenance of access roads to the site;
- Fuel storage facilities where applicable;
- The establishment, control and verification of implementation plans;
- the constraints on carrying out the work under traffic, the necessary provisions for signaling allowing the good flow of traffic and the safety of the worksite;
- The partial or total displacement of these installations during construction;
- Rehabilitation costs after work (road and its environment, base and site facilities, deposits, borrowings and quarries, places of deposit of materials etc.), in accordance with the provisions of the SCC and environmental requirements;

- bringing in and of the equipment and machinery necessary for the execution of the project; The fee will be paid at the rate of eighty percent (80%) upon the effective installation of the Company; the remaining twenty percent (20%) will be paid after the withdrawal of the Company's facilities and the execution of proof tests.

It is essential that all elements of the site installation, including the fully equipped and functioning laboratory are in place for the 80% package to be paid; a missing item removes the right to payment from the entire package.

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

TM002 Bringing and Unfolding Of Equipment

The price pays the mobilization of the equipment from the site. It is paid as a Lump sum(LS). This price includes:

- The cleaning and putting in state of the equipment used during work execution;
- total cleaning of the work site;
- the production of a built plan for works executed
- Rehabilitation of the work (road and its environment, base and site facilities, deposits, borrowings and quarries, place of deposit of materials etc.), in accordance with the provisions of the SCC and environmental requirements;

The fee will be paid at the rate of eighty percent (80%) upon the effective demobilization of the Company; the remaining twenty percent (20%) will be paid after the final reception is done.

a missing item removes the right to payment from the entire package.

SERIES 100 CLEANING AND EARTHWORKS

TM101 Bush Clearing

The price pays the clearing of grass from around the project site to a considerable surface area to permit the delimitation of the project' perimeter it is paid in (M²) and includes the following:

- The clearing around the project area to a maximum perimeter length of 5m and beyond, this will be determined by the contract engineer during redefinition;
- This clearing will be done manually and proper security measures are to be ensured during execution
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM102 Excavation Of Foundation Footings

The price pays the excavation of the footings for the abutment walls of the bridge, it is paid in (M³) and includes the following:

- The setting out of the bridge according to dimensions defined by a proposed working drawing from the contractor;
- Excavation and disposing of the earth to a site approved by the contract engineer
- The required depth for the excavation is to be defined by the geotechnical studies duly done and signed by a geotechnician and endorsed for execution by the contract engineer.
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM108a Fill With Laterite From Borrow Pit

The price pays the fill with laterite for the abutment walls of the bridge, it is paid in (M³) and includes the following:

- The identification and approbation of by the contract engineer of a good lateritic pit with geotechnical studies done to determine the characteristics of materials strength should be upto 50mpa;
- The transportation of this material from the borrow pit to the project site ;
- The compaction of the fill for every 15cm of dumped earth;
- The restitution of the borrow pit to an environmentally friendly environment;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

SERIES 300 DRAINAGE AND CHANELLING

TM304 Cleaning And Opening Of The Water Course

The price pays the cleaning of the bed course of the water ways both the inlet and the outlet of the bridge; it is paid in (M²) and includes the following:

- The opening on the bedding course both inlet and outlet of the water way by manual or machinery to a specified perimeter by the contract engineer;
- Ensuring no water obstruction is observed after the completion of the bridge ;
- Ensuring that the bridge serves the purpose for is construction that of allowing water flow without any disturbance;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM311 Reinforced Concreting Of the Bridge Floor

The price pays the concreting of the floor of the bridge to protect the footings of the abutment walls of the bridge; it is paid in (M³) and includes the following:

- The provision of sand, cement, gravel for the mix of the required dosage for this task;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM314 Hardcore For Foundation

The price pays the provision of hardcore materials for the execution of the base of the footings of the abutment walls of the bridge; it is paid in (M³) and includes the following:

- The provision of boulder stones of diameter 100 and above from quarry to the site;
- The dry packing of these stones in the trenches of the footings;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM315 Pipes for Weep Holes

The price pays the provision of pipes on the abutment walls of the bridge to discharge seepage water behind the walls; it is paid in (M) and includes the following:

- The provision to site pipes of diameter 10 for water evacuation;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;

- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

SERIES 400 STRUCTURAL WORKS

TM415 Demolishing Of Existing Structure

The price pays the demolishing of existing structure if any to provide way for the new structure, it is paid in (M³) and includes the following:

- The dismantling of old structures be it concrete or any material and dumping it to a site approved by the contract engineer;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM423a Lean Concrete Dosed At 150kg/M3

The price pays the concrete used at the base of the footings of the abutment walls, it is paid in (M³) and includes the following:

- Supply of cement ,sand and gravel to site ;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM423e Reinforced Concrete Dosed At 350 Kg/M3 For Foundation, BEAMS And Bridge Deck

The price pays the concreting of the foundation beams and bridge deck, it is paid in (M³) and includes the following:

- Supply of cement sand and gravel to site for the concrete mix;
- The supply and bending of iron rods to the required length and shapes required;
- the supply and fashioning of planks or wooden boards to use them as formwork;
- the mixing and pouring of concrete in the formwork;
- vibrating of concrete with the help of concrete vibrator
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM431a Ordinary Formwork

The price pays the fashioning of plank or wooden board used for the concreting of the foundation, beams and bridge deck, it is paid in (M²) and includes the following:

- the supply and fashioning of planks or wooden boards to use them as formwork;
- the fitting of the wood or plank in their fixed or required positions
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM432 Scaffolding

The price pays the structure used to permit workers work on heights used for the concreting of the beams and bridge deck, it is paid in (LS) and includes the following:

- The supply of materials used for the the scaffold wood,nails;
- The fixing in position of the structure in position ready to use;

- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM441 Geotechnical Studies

The price pays the studies carried out to determine at what depth the foundation will be constructed also the concrete mix that will be used for the concreting of the foundation, beams and bridge deck, it is paid in (LS) and includes the following:

- The studies carried out for the determination of the foundation depth;
- The concrete mix design for the concrete to be used;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM445 Abutment Walls In Stone Masonry And Rejointing Of Joint

The price pays the stones used for the construction of the abutment walls, it is paid in (M³) and includes the following:

- The supply of stones from the quarry ;
- The rejointing of the stone joints;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM447 Stone Masonry

The price pays the stones used to retain unstable slopes , it is paid in (M³) and includes the following:

- The supply of stones from the quarry ;
- The rejointing of the stone joints;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

SERIES 500 SIGNALISATION SECURITY EQUIPEMENT

TM501c Garde rails BN4 or mixt

The price pays the galvanized steel used on both sides of the bridge for protection, it is paid in (Ml) and includes the following:

- The supply of galvanized pipes ;
- The installation of the pipes in reinforced concrete short pillars;
- The necessary equipment mobilized for the proper execution of this task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM516a Signalisation post of type A

The price pays the galvanized steel tag with a road sign that announces the bridge on both sides of the bridge for protection, it is paid in (U) and includes the following:

- The supply of galvanized pipe with a road sign that announces bridge head "of the type A category sign ;

- The installation of the pipes in a mass concrete footing;
- The necessary equipment mobilized for the proper execution of the task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM528b Balise in reinforced concrete

The price pays the concrete used for concreting of balises for the bridge on both sides of the bridge for protection; it is paid in (U) and includes the following:

- Supply of cement sand gravel and iron rods ;
- Casting of the concrete;
- The necessary equipment mobilized for the proper execution of the task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM530 Maintenance of circulation and deviation

The price pays the creation of deviation for road users; it is paid in (Is) and includes the following:

- The necessary equipment mobilized for the proper execution of the task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

SERISE 600 DIVERS

TM606a Anticorrosive Painting

The price pays the painting of galvanized steel pipes with anticorrosive paint to protect it from rust, it is paid in (M²) and includes the following:

- Supply and application of the paint ;
- The necessary equipment mobilized for the proper execution of the task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

TM606b Oil Painting

The price pays the painting of galvanized steel pipes with OIL paint and also the bridge pillars alongside the balises with reflective oil paint to protect it from rust, it is paid in (M²) and includes the following:

- Supply and application of the OIL paint ;
- The necessary equipment mobilized for the proper execution of the task;
- The costs of maintenance, cleaning and guarding of the equipment;
- The cost of fuel used by the Equipment during the execution of works;
- The salary to be paid to the skilled and unskilled personnel used in the execution of this task;
- The cost of bringing petty tools used in the execution of this task

V: ENVIRONMENTAL PROTECTION

V.1. SITE INSTALLATION

The contracting party will propose to the Project Manager, before the start of the works, the location of its site facilities and will request by note verbale (site report) its authorization for installation.

The site must be chosen outside sensitive areas, in order to limit brushing, uprooting shrubs, felling trees. In the site installation area, the pruning and felling of trees with a diameter measured at 1m from the ground is greater than 20cm will be done after prior approval of the Project Contractor.

The site must provide adequate drainage of water over its entire area. The maintenance and washing areas of the machines must be concreted and provide a sump for recovering oils and greases. These

maintenance areas should have a slope towards a sump built for the occasion and towards the interior of the platform in order to avoid the flow of the polluting products towards the uncovered grounds. At the end of the works, the contractor will carry out all the work necessary for the restoration of the premises. The other party will have to fold all his equipment, gear and materials. It will have to demolish any fixed installation, such as foundation, concrete or metallic support, etc. demolition in concreted areas, decontaminate the soil if this has been the case, or generally restore the site to its best possible state to its original state. He may not abandon any equipment or materials on or near the site. For the depositing of demolition materials, the contracting party must obtain the approval of the Contractor's site. The materials are to be covered with a layer of soil, and the site receives adequate drainage to prevent erosion.

After the withdrawal of the material, a report drawn up under the responsibility of the control mission will note the restoration of the site. It must be drawn up and attached to the P.V. from the reception of the work. The payment of the flat rate of withdrawal of the material will be able to be remunerated only with the sight of this P.V. noting the restoration of the site.

V.2. CAREER OPENING, LODGING OR TEMPORARY BORROWING

The contracting partner must request the authorizations provided for by the texts and regulations in force:

- Law 76/14 of July 8, amended and supplemented by Law No. 90/021 of August 10, 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 be responsible for all costs, including operating taxes and any compensation to the owner.

In case of need of new borrowing sites, the contracting party must compulsorily request the prior approval of the Project Manager (note verbale recorded in the mandatory site report). The following criteria must be respected:

- distance from the site to at least 30 m from the road,
- distance from the site to at least 1,00 m from a watercourse, or a body of water,
- distance from the site to at least 1 00 m from the dwellings,
- surface to be discovered limited to the strict minimum
- quality trees (at the discretion of the Project Manager) preserved and protected.

Depot areas should be selected in a manner that does not interfere with the normal flow of water and should be protected from erosion. The contracting party must also obtain approval from the supervisor for the deposit areas (mandatory note verbale recorded in the site report).

If the proposed sites, the exploitation method and the planned development do not comply with the environmental directives, the Project Manager will not be able to give its approval and the contracting party must propose other sites, ie modify the exploitation method, or propose the adjustments in accordance with the directives, without the contracting party being able to claim any compensation whatsoever.

The counterparty will bear all the operating expenses of the borrow pits and in particular the opening and the development of the access tracks, the clearing and the deforestation, the removal of the vegetable grounds or unwanted materials and their deposit outside the limits of the plan, as well as the development work concerning the environmental protection prescribed.

At the end of the works, the Company will perform the work necessary for the restoration of the site. These works include:

- the adjustment of overburden materials and then the adjustment of topsoil to facilitate percolation of water, sodding and planting if prescribed,
- restoration of previous natural flows and development of guard ditches,
- removing the dilapidated appearance of the site by spreading and concealing large boulders,

After restoration in accordance with the regulations, a report will be drawn up at the last settlement can only be settled at the sight of the PV observed in the respect of the refurbishment instructions.

V.3. USE OF CAREER, GITE OR LOAN PERMITTING CLASS

The contracting party must request the authorizations provided for by the texts and regulations in force and will bear all the costs relating thereto, including the operating taxes and the possible costs of compensation to the owners.

The other party must ensure during the execution of the works

- the preservation and protection of trees when stacking materials,
- the drainage works necessary to protect the materials put in deposits,
- the conservation of the plantations delimiting the quarry,
- maintenance of access and service roads.

V.4. CONTROL OF VEGETATION

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

If the burning of waste is authorized in places approved by the Owner, the contracting party must have a tank of 10,000 liters and a watering pump to mitigate the eventualities of spread of fire to villages, homes, to vegetation or growing areas adjoining the site.

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

V.5. LOADING AND TRANSPORTING EQUIPMENT AND MATERIAL MATERIALS

For all transport of materials and equipment, whatever they may be, the contracting party must comply with the regulations in force concerning the restrictions imposed on the weights and dimensions of vehicles and convoys using the public network and in particular:

- the maximum axle load, whether simple or in tandem,
- the dimensions of the vehicles,
- exceptional convoys exceeding the standards must be the subject of a special prior request,
- measures to protect the environment (loss of materials during transport, dust),
- the contracting party must take all the necessary measures to limit the speed of vehicles on the site: installation of traffic signs and flag bearers,
- regularly humbly the traffic lanes in inhabited areas,
- provide for deviations to existing tracks and roads.

The other party must put in place adequate mobile signaling.

V.6. SANCTIONS AND PENALTIES

The contracting party 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 term of imprisonment from six (6) months to one (1) year or one of these two sentences only, for any person who has prevented the accomplishment of the controls and analyzes provided for by the said law and / or its implementing regulations.

Article 83 of the NI 96/12 Framework Law of 5 August 1996 provides for a fine of five hundred thousand (500,000) to two million (2,000,000) CFA francs and a term of imprisonment of six (6) months to one (1) year or both, for any person who operates a facility or uses a personal property in contravention of the provisions of that Act. In case of recidivism, 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 works or road maintenance works will be excluded for the one-year period from the right to bid.

Any breach of the requirements duly notified in writing (Order of Service) to the company by the inspection mission will also be recorded in the site book. This one can serve as a contractual part in case of disputes in the application of the possible sanctions.

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

PROPOSED WORKING DRAWINGS

Document No. 6:
Unit price schedule

UNIT PRICE SCHEDULE GENERALITIES

The prices in this slip include all the constraints in the execution of the work as well as the local conditions that may affect their performance.

The prices include in particular the labor, the supply of material and materials, the rent, the depreciation, the operation and the maintenance of the material, the transport costs of the personnel, the allowances, the agreement of the local residents for the rejection or removal products and all things necessary for the proper execution of the work.

These prices also include bonuses, insurance and social security charges due to various staff and all local taxes and fees related to good signage on the site.

The Contractor is responsible for accidents of all kinds that would occur and where the presence of the site would be questioned.

Overhead costs applied to all prices are deemed to include the installation of two information panels positioned at each end of the site, as defined by the Project Manager.

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER KILENDZEV LINKING VEKOVI TO KUMOV THROUGH TAR SHEM AND MELUF IN JAKIRI MUNICIPALITY, BUI DIVISION, NORTH WEST REGION (L=7m, W=6m, H=1.5m)

CONSTRUCTION OF A BRIDGE OVER RIVER KILENDZEV LINKING VEKOVI TO KUMOV THROUGH TAR SHEM AND MELUF IN JAKIRI MUNICIPALITY, BUI DIVISION, NORTH WEST REGION (L=7m, W=6m, H=1.5m)

N°	DESCRIPTION OF WORKS	UNIT	PRICE IN FIGURES	UP IN WORDS
A - PRELIMINARY WORKS				
100	SITE INSTALLATION AND PRELIMINARY WORKS			
101	Site installation	Flat Rate		
102	Mobilization and demobilization of the site, including all site facilities during works	Flat Rate		
103	Project sign board	Flat Rate		
104	Execution program and As built plan	Flat Rate		
105	Environmental impact Assessment and Mitigation before and during works	Flat Rate		
106	Geotechnical studies	Flat Rate		
200	SITE PREPARATIONS			
201	Site clearance	m ³		
202	Management of deviation of water course with a coffer-dam	Flat Rate		
203	Sitting out of the bridge	Flat Rate		
300	EARTH WORKS			
301	Excavation of trenches and abutments	m ³		
302	Filling of the access of the bridge to raise the height of way to 10m wide on both sides of the bridge and moulding of the road to 7m wide	m ³		
303	Resurfacing of the filled access to the bridge with laterites from borrowed pit	m ³		
400	CONSTRUCTION OF THE ABUTMENTS AND WING WALLS			
401	Hardcore	m ³		
402	Laying of the blinding concrete for all works	m ³		
403	Reinforced Concrete foundation footing dosed at 400kg/m3 include formwork	m ³		
404	Stone masonry wall abutments	m ³		
405	Mass concrete 4cm thick dosed at 350kg/m3 behind the masonry wall to render it impermeable	m ³		
406	Reinforced Concrete dosed at 400kg/m3	m ³		
407	Reinforced Concrete of 15 cm thick dosed at 400kg/m3 for the	m ³		

	bridge raft			
408	Reinforced Concrete beams with rib beams dosed at 400kg/m ³	m ³		
500	EQUIPMENT			
406	Guard rails (RC pillars and galvanize pipes of diameter 63mm)	Flat Rate		
407	Weep holes in PVC pipes 40mm	Flat Rate		
500	EXTERNAL WORKS.			
501	Application of anti-rust on handrails paint supplied by project owner	m ²		
502	Application of oil paint red/white on handrails	m ²		
503	Indication sign board	u		
503	Construction of drain gutters on both sides of the bridge	ml		

Document No. 7:
Bill of quantities and cost estimates

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF A
BRIDGE OVER RIVER KILENDZEV LINKING VEKOVI TO KUMBO THROUGH
TARSHAM AND MELUF IN JAKIRI MUNICIPALITY, BUI DIVISION IN THE NORTH
WEST REGION (L=7m, W=6m, H=5m**

N°	DESCRIPTION OF WORKS	UNIT	QTY	U PRICE CFA	TOTAL frs CFA
A - PRELIMINARY WORKS					
100	SITE INSTALLATION AND PRELIMINARY WORKS				
101	Site installation	Flat Rate	1		
102	Mobilization and demobilization of the site, including all site facilities during works	Flat Rate	1		
103	Project sign board	Flat Rate	1		
104	Execution program and As built plan	Flat Rate	1		
105	Environmental impact Assessment and Mitigation before and during works	Flat Rate	1		
106	Geotechnical studies	Flat Rate	1		
SUB TOTAL LOT 100					
200	SITE PREPARATIONS				
201	Site clearance	m³	280		
202	Management of deviation of water course with a coffer dam	Flat Rate	1		
203	Sitting out of the bridge	Flat Rate	1		
SUB TOTAL LOT 200					
300	EARTH WORKS				
301	Excavation of trenches and abutments	m³	261.6		
302	Filling of the access of the bridge to raise the height of the bridge on both sides of the bridge moulding of the road to 7m	m³	900		
303	Resurfacing of the filled access to the bridge with laterite from borrow pit	m³	234		
SUB TOTAL LOT 300					
400	CONSTRUCTION OF THE ABUTMENTS, PILE AND WING WALLS				
401	Hardcore	m³	129		
402	Laying of the brickwork	m³	13.5		
403	Reinforced Concrete foundation footing dosed at 150kg/m³ include formwork	m³	25		
404	Stone masonry wall abutments	m³	125		
405	Mass concrete 4m thick dosed at 350kg/m³ behind the wall to render it impervious	m³	7.5		

406	Reinforced Concrete dosed at 400kg/m3	m ³	15.5		
407	Reinforced Concrete of 15 cm thick dosed at 400kg/m3 for the bridge raft	m ³	8.5		
408	Reinforced Concrete beams with rib beams dosed at 400kg/m3	m ³	25		
SUB TOTAL LOT 400					
500	EQUIPMENT				
406	Guard rails (RC pillars and galvanize pipes of diameter 63mm)	Flat Rate	1		
407	Weep holes in PVC pipes 40mm	Flat Rate	1		
SUB TOTAL LOT 500					
500	EXTERNAL WORKS.				
501	Application of anti-rust on handrails paint supplied by project owner	m ²	150		
502	Application of oil paint red/white on handrails	m ²	120		
503	Indication sign board	u	2		
503	Construction of drain gutters on both sides of the bridge	ml	120		
SUB TOTAL LOT 500					
TOTAL WITHOUT TAXES					
TVA(19.25%)					
AIR(2.2%)					
TOTAL WITH ALL TAXES					
NET PAYABLE					

GENERAL TOTAL WITH OUT TAXE NET PAYABLE; FRANCE CFA

DEADLINE FOR WORKS EXECUTION : 05 MONTHS (150days)

Document No. 8:
Subtotal breakdown of unit price

SUB-DETAIL MODEL OF BREAKDOWN PRICES

PRICE SUB-DETAIL				
	DESIGNATION :			
PRICE N°	Daily yield	Total quantity		Activity duration
	CATEGORIES	Daily salary	Days	Amount
WORKFORCE				
	TOTAL A			
EQUIPMENT AND EQUIPMENT	TYPE	Daily rate	Days	Amount
	TOTAL B			
MATERIALS AND MISCELLANEOUS				
	TOTAL C			
D	DIRECTS TOTAL COST A+B+C			
E	Construction site overhead	%		
F	Headquarters overhead	%		
G	RETURN COST OF	-		
H	Risks and Benefits	%		
P	SALE PRICE EXCLUDING TAXES			
V	UNITARY SALE PRICE WITHOUT TAXES			