

UNITED STATES OF AMERICAN

---

PEACE CORPS

---



CALL FOR TENDER DOSSIER

Issued on: ...*June 14<sup>th</sup>, 2021*.....

**For the**

**RENOVATION / CONSTRUCTION WORK OF THE NEW PEACE CORPS BUILDING**

**National Invitation to Tender N°. PC-011/06/21...**

**Source of funding: ...Own funds (equity)..**

## Section I. Invitation to tender

### *PEACE CORPS*

## National Invitation to Tender

N°... PC-011/06/21

**Note: Governing Language. In the event of a discrepancy or conflict between the English and French versions of this document, the English language version shall be the official version and shall govern.**

**Also in the event of confusion or conflict in interpretation of a provision in the CCAP or CCAG or about any other clause, the provisions in the FAR (Federal Acquisition Regulation) will govern.**

**Peace Corps** has secured funds from the AMERICAN STATE to finance the **PEACE CORPS building renovation project** and intends to use part of these funds to make payments under the Contract .

1. PEACE CORPS , acting on behalf of the UNITED STATES government , solicits closed offers from eligible candidates and meeting the qualifications required for the performance of the following works : *shell , coating , painting , waterproofing, thermal insulation , roads and networks various ,*

*Electricity current strong current weak, air conditioning, plumbing of the building PEACE CORPS TOGO.*

*The work will be carried out in a firm phase:*

*Variants are not permitted and the turnaround time will be of approximately 150 days.*

2. The procurement will be carried out by open invitation to tender as defined in the Public Procurement Code in force and its implementing texts, and open to all eligible candidates.
3. Interested candidates can obtain information from the Head of Public Procurement at PEACE CORPS ; and read the Invitation to Tender documents at the address mentioned below :

48, Rue des Rossignols

Kodjoviakopé - BP 3194

**Ville: Lomé, Pays: TOGO,**

**E-mail: [TG-procurement@peacecorps.gov](mailto:TG-procurement@peacecorps.gov)**

4. The qualification requirements are :

- be in good standing with the public administration by presenting the offer in the administrative documents listed in point 11.1 of the particular data the tender (DPAO) ;
  - have achieved during the three (03) years an average turnover equal to 0.5 times the amount of the offer ;
  - have achieved over the past five (5) years one (01) similar contract of similar size and complexity ;
  - justify the availability of the minimum necessary equipment (proof of ownership or rental) and
  - provide key personnel with experience ;
- See the DPAO for detailed information.

Interested applicants can consult free the complete set of bidding documents or withdraw to payment against payment of a non-refundable sum of **one hundred thousand ( 1 00 000) CFA francs** to the address below : **48 rue Nightingale Kodjoviakopé - BP 3194 City : Lome Country : TOGO, telephone : (00228) 22 21 06 14 / 22 21 31 14** . The method of payment will be cash *and non-refundable*. The Bidding Documents will be handed over *hand to hand*.     

Tenders must be submitted to the address below : **48, Rue des Nightingale Kodjoviakopé - BP 3194 City : Lome Country : TOGO, Telephone : (00228) 22 21 06 14 / 22 21 31 14** no later than ..... *.20 21 at 10h 00 UT*. The Late bids will not be accepted.     

5. Bids will not include a bank bid guarantee but the start-up advance must have an Advance Refund Guarantee.
6. The candidates will remain committed by their offer for a period of **one hundred and twenty (120) days** from the deadline for the submission of tenders as specified in point 19.1 of the IC and in the DPAO.
7. The tenders will be opened in the presence of the representatives of the tenderers (due to the health crisis only one representative is accepted per tenderer) who wish to attend the opening of the tenders on .....2021 at 10 hours 30 minutes at the following address :

**PEACE CORPS**

City : Lome Country : TOGO, **Telephone : (00228) 22 21 06 14 / 22 21 31 14**     

**The Person Responsible  
for Public Contracts**

.....

## **Section I. Instructions to applicants**

### **Table of Articles**

#### **A. General**

- 1. Subject of the Contract and vocabulary of the public order**
- 2. Origin of funds**
- 3. Penalty for faults committed by candidates or holders of public contracts**
- 4. Conditions to be fulfilled to take part in the markets**
- 5. Qualification of candidates**

#### **B. Content of the tender dossier**

- 6. Sections of the Bidding Document**
- 7. Clarifications provided to the Bidding Documents, site visit and preparatory meeting**
- 8. Modifications made to the Tender Document**

#### **C. Preparation of tenders**

- 9. Submission fees**
- 10. Language of the offer**
- 11. Documents constituting the offer**
- 12. Bid submission letter and price schedules**
- 13. Variants**
- 14. Offer price and discounts**
- 15. Currency of the offer**
- 16. Documents certifying that the candidate is admitted to compete**
- 17. Documents constituting the technical proposal**

**18. Documents attesting to the candidate's qualifications**

**19. Period of validity of offers**

**20. Bid guarantee**

**21. Form and signature of the offer**

**D. Submission of Bids and Opening of Bids**

**22. Sealing and marking of tenders**

**23. Deadline for submission of tenders**

**24. Late offers**

**25. Withdrawal, substitution and modification of offers**

**26. Opening of the bids**

**E. Evaluation and comparison of offers**

**27. Confidentiality**

**28. Clarifications concerning the Offers**

**29. Compliance of offers**

**30. Non-compliance, errors and omissions**

**31. Preliminary examination of tenders**

**32. Evaluation of Bids**

**33. Margin of preference**

**34. Comparison of offers**

**35. Qualification of the Candidate**

**36. Right of the Contracting Authority to accept any of the offers and to reject any or all of the offers**

**F. Contract award**

**37. Award criteria**

**38. Notification of contract award**

**39. Signature of the Contract**

**40. Performance guarantee**

**41. Information for candidates**

## 42. Appeal

### Section II. Instructions to applicants

#### A. Generalities

##### 1. Object of the Contract and vocabulary of public order

1.1 In support of the call for tenders notice indicated in the Special Data of the call for tenders (**DPAO**), the Contracting Authority, as indicated in the DPAO, publishes this Dossier of call for tenders for the performance of the work specified in Section V, Technical Clauses and Plans. The name, identification number and number of lots to be tendered appear in the DPAO.

1.2 Throughout this tender dossier :

a) The term " in writing " means communicated in written form with acknowledgment of receipt ;

b) If the context so requires, the singular means the plural, and vice versa ; and

c) The term "day " means a calendar day; Unless otherwise specified, time limits should always be taken as referring to the number of working days within which the notice is to be disseminated or the action brought .

##### 2. Source of funds

2.1 The origin of the funds budgeted for the financing of the Market which is the subject of this call for tenders is indicated in the DPAO.

##### 3. Penalty for faults committed by candidates or holders of public contracts

3.1 The USA requires from the candidates, bidders and holders of its public contracts, that they respect the strictest rules of professional ethics during the award and execution of these contracts. Candidates or tenderers have the obligation, under penalty of rejection of their application or their offer, to make a written commitment to the contracting authority throughout the award procedure until the end of the execution of the market, not to make any payment, to procure any advantage or privilege for the benefit of any person, acting as an intermediary or agent, in remuneration of services aimed at influencing the outcome of the procedure. Without prejudice to the penal sanctions provided for by the laws and regulations

in force, sanctions may be imposed by the Dispute Resolution Committee of the Public Procurement Regulatory Authority with regard to the candidate, tenderer, contractor or holder who has:

- (a) engaged in practices of collusion between tenderers in order to set the prices of tenders at artificial and non-competitive levels and to deprive the contracting authority of the advantages of free and open competition ;
- (b) participated in practices aimed at the technical level to create a market split or to influence the content of the tender dossier ;
- c) resorted to overbilling and /or duly established false invoicing ;
- d) attempted to influence the evaluation of bids or award decisions, including the proposal of any undue payment or advantage ;
- e) provided false or misleading information or statements, or made use of confidential information in connection with the tendering procedure ;
- f) participated during the performance of the contract in fraudulent acts and practices detrimental to the interests of the contracting authority, contrary to the applicable regulations on public procurement, likely to affect the quality of the services or their price as well as the guarantees from which the contracting authority benefits.

3.2 The following sanctions may be imposed, and, as the case may be, cumulatively:

- a) the confiscation of the guarantees provided by the offender in the context of the tendering procedures in question, in the event that this was not provided for in the specifications ;
- b) the exclusion from the competition for a temporary duration depending on the severity of the offense, including in cases of collusion established by the Authority regulating public procurement, any company that owns the majority of the capital of the sanctioned company, or of which the sanctioned company owns the majority of the capital ;
- c) withdrawal of their approval and /or their qualification certificate ;
- d) a pecuniary penalty, the amount of which depends on the seriousness of the irregularities and violations of the regulations, as well as the advantages that the author may have derived from them, without prejudice to compensation for the damage suffered by the contracting authority .

3.3 The inaccuracy of the information burdening the technical, financial capacities and the administrative documents requested in the tender dossier or their falsity is sanctioned by the rejection of the tender, without prejudice to the sanctions that may be taken within the framework of the above provisions.

3.4 The contract may be terminated, without prejudice to the penalties that may be taken within the framework of the above provisions, when the offenses committed are established during its execution.

3.5 .

**4. Conditions to be fulfilled to take part in the markets**

4.1 If this call for tenders was preceded by a prequalification notice, as indicated in the DPAO, only candidates who were notified that they were prequalified are authorized to tender; otherwise, candidates must meet the qualification conditions in application of Clause 5 below. Candidates can be an individual, corporations or any combination of them with a formal desire to conclude a grouping agreement or having concluded such a grouping agreement. The group can be joint or solidary. However, in the event of a grouping, unless otherwise stipulated in the DPAO, all the member parties are jointly liable. The applicants must provide documentation that the Contracting Authority may reasonably require, establishing to the satisfaction of it they continue to be allowed to compete.

4.2 Are not allowed to compete, Natural or legal persons :

- a) who have not paid their duties, taxes, levies, contributions, contributions, royalties or levies of any kind, including , payment on previous contracts (as of September 2011), the tax Para fiscal provision provided for by article 11 of law n ° 2009-013 of June 30, 2009 relating to public contracts and public service delegations , or failing that, cannot justify by a document of the Administration concerned the respect of their obligations in fiscal and social matters ;
- b) who are the subject of personal bankruptcy or reorganization proceedings, unless they have been authorized to continue their activity by a court decision ;
- (c) which are in a state of liquidation of property or in bankruptcy ;
- d) who are subject to one of the prohibitions or disqualifications provided for by the texts in force, in particular the Penal Code and the General Tax Code ;



- e) who are affiliated with the consultants who contributed to the preparation of all or part of the tender or consultation documents ;
- f) in which one of the members of the procurement, control or approval bodies having knowledge of the procedure has financial or personal interests of any kind whatsoever ;
- g) who have been found guilty of breaches of public procurement regulations or who have been excluded from procurement procedures by a final court decision in criminal, tax or social matters or by a decision of the Authority of Regulation of Public Procurement ;

With regard to legal persons, the cases of ineligibility referred to above in subparagraphs d, e and g apply when they are caused by natural persons who are members of their management or control bodies.

The above provisions are also applicable to group members and subcontractors.

4.3 A candidate cannot be in a situation of conflict of interest. Any candidate in a conflict of interest situation will be disqualified. A candidate (including all members of a consortium and all of the candidate's subcontractors) will be considered to be in a conflict of interest situation if he :

- a) is in the situations described in paragraphs 4.2 e) and f) above ; or
- b) has been associated in the past with a company (or a subsidiary of this company) which has provided consulting services for the design, preparation of technical specifications and other documents used in the context of contracts awarded under the this call for tenders ; or
- c) submit more than one offer under this call for tenders, with the exception of alternative offers authorized under clause 13 of the IC, if applicable ; however, this does not preclude the participation of subcontractors in more than one offer. A candidate who presents several offers or who participates in several offers (with the exception of the variants presented under Clause 13 of the CI) will cause the disqualification of all the offers in which he has participated ; or
- d) If it is affiliated with a firm or entity that the Contracting Authority has recruited, or plans to recruit, to participate in the control of works within the framework of the Contract.

## **5. Qualification of candidates**

5.1 Candidates must meet the qualification conditions, in terms of material, human and financial resources, or experience acquired in providing services similar to that covered by the contract, as indicated in the DPAO .

## **B. Content of the tender dossier**

### **6. Sections of the Bidding Document**

6.1 The Standard Bidding Document includes all the Sections listed below. It must be interpreted in the light of any addendum that may be issued in accordance with clause 8 of the IC.

#### **PART ONE : Tender Procedures**

- Section I. Notice
- Section II. Instructions to candidates (IC)
  - Section III. Specific data of the call for tenders (DPAO)
  - Section IV. Submission Forms

#### **PART TWO : Specification of the work**

- Section V. Book of Technical Clauses and Plans

#### **PART THREE : Market**

- Section VI. Book of General Administrative Clauses (CCAG)
- Section VII. Special Administrative Clauses Book (CCAP)
- Section VIII. Procurement Forms

6.2 The Contracting Authority cannot be held responsible for the integrity of the Bidding Documents and its additions, if they have not been obtained directly from him or from an authorized agent or commissioned by him, as mentioned in the Invitation to Tender Notice.

6.3 The Respondent must examine all the instructions, forms, conditions and specifications contained in the Bidding Documents. It is their responsibility to provide all the information and documents requested in the tender documents. Any failure in this regard may result in the rejection of its offer.

### **7. Clarifications provided to the Bidding Documents, site visit and preparatory meeting**

7.1 A prospective candidate seeking clarification of the documents will contact the Contracting Authority, in writing, at the address of the Contracting Authority indicated in the DPAO or submit their requests during the preparatory meeting possibly scheduled under the provisions of paragraph 7.4 of

IC. The Contracting Authority will respond in writing to any request for clarification received no later than fourteen (14) calendar days before the deadline for submission of tenders. He will send a copy of his answer (indicating the question asked but without mentioning the origin) to all possible candidates who have obtained the tender documents directly from him. In the event that the Contracting Authority deems it necessary to modify the Bidding Documents following the clarifications requested, it will do so in accordance with the procedure stipulated in clause 8 and paragraph 23.2 of the IC.

- 7.2 The Candidate is advised to visit and inspect the work site and its surroundings and to obtain by himself, and under his own responsibility, all the information which may be necessary for the preparation of the offer and the signature of a contract for the execution of the Works. The costs related to the site visit are the sole responsibility of the Candidate.
- 7.3 The Contracting Authority will allow the Applicant and its employees or agents to enter its premises and grounds for the purpose of such visit, but only on the express condition that the Applicant, its employees and agents release the Contracting Authority, its employees and agents, for any liability that may result therefrom and indemnify them if necessary, and that they remain liable for fatal or bodily injury, material loss or damage, costs and expenses incurred as a result of this visit.
- 7.4 When required by the DPAO, the representative designated by the Respondent is invited to attend a preparatory meeting to be held at the places and dates indicated in the DPAO. The purpose of the meeting is to clarify any point and answer any questions that may arise at this stage.
- 7.5 The Respondent is requested, as far as possible, to submit any questions in writing, so that they reach the Contracting Authority at least one week before the preparatory meeting.
- 7.6 The minutes of the meeting, including the text of the questions asked and the answers given, including the answers prepared after the meeting, will be sent without delay to all those who have obtained the tender dossier in accordance with the provisions of paragraph 6.3 of the IC. Any modification of the tender documents which may prove necessary at the end of the preparatory meeting will be made by the Contracting Authority by publishing an addendum in accordance with the provisions of clause 8 of the CI, and not through of the minutes of the preparatory meeting.

7.7 The fact that a candidate does not attend the preparatory meeting for the establishment of tenders will not constitute grounds for disqualification.

**8. Amendments to the Tender Document**

8.1 The Contracting Authority may, at the latest ten ( 10 ) working days at least , before the deadline for submission of tenders, modify the tender documents by publishing an addendum.

8.2 Any published addendum will be considered as an integral part of the Tender Dossier and will be communicated in writing to all those who have obtained the Tender Dossier from the Contracting Authority in accordance with the provisions of the paragraph 6.3 of the IC.

8.3 In order to allow potential candidates a reasonable period of time to take the addendum into account in the preparation of their bids, the Contracting Authority may, at its discretion, extend the deadline for submission of bids in accordance with paragraph 23.2 of the IC. The postponement is required in the event of a substantive change.

**C. Preparation of tenders**

**9. Submission Fee**

9.1 The candidate will bear all the costs relating to the preparation and presentation of his tender, and the Contracting Authority is in no way responsible for these costs or required to pay them, regardless of the course and outcome of the tender the tendering procedure.

**10. Language of the offer**

10.1 The offer, as well as all correspondence and all documents relating to the tender, exchanged between the Respondent and the Contracting Authority will be drawn up in the French/English language. Additional documents and printed matter provided by the Candidate as part of the submission may be written in another language provided they are accompanied by a translation into the French/English language, in which case, for the purpose of interpreting the offer. , the said translation shall prevail.

**11. Documents constituting the offer**

11.1 The offer will include the following documents :

- a) The letter of submission of the offer
- b) the unit price schedule and the quantitative and estimated detail, completed in accordance with the provisions of Articles 12 and 14 of the IC;
- c) the tender security established in accordance with the provisions of clause 20 of the IC;

- d) variants, if their presentation is authorized, in accordance with the provisions of clause 13 of the IC;
- e) written confirmation authorizing the signatory of the offer to engage the Respondent, in accordance with the provisions of paragraph 21.2 of the IC;
- f) documents certifying, in accordance with the provisions of clause 16 of the IC, that the Candidate is admitted to compete, including the Candidate Information Form, and, where applicable, the Information Forms on the members of the consortium;
- g) documents certifying, in accordance with the provisions of clause 18 of the IC that the Respondent has the necessary qualifications to perform the Contract if its bid is successful ;
- h) the technical proposal, in accordance with the provisions of clause 17 of the IC; and
- i) any other document stipulated in the DPAO, in particular certificates justifying that he has paid his duties, taxes, levies, contributions, contributions, royalties or levies of any kind, including, the payment on previous contracts (from September 2011) , the Para fiscal tax provided for by article 11 of law n ° 2009-013 of June 30, 2009 relating to public contracts and public service delegations .

11.2 In addition to the documents required in paragraph 11.1 of the IC, the offer presented by a group of companies must include either a copy of the group agreement binding all the members of the group, or a letter of intention to constitute the aforementioned grouping in the event of contract award, signed by all members and accompanied by the draft grouping agreement. This grouping agreement must be established in accordance with clause 4.1 of the IC.

**12. Bid submission letter and price schedules**

12.1 The Respondent will submit its bid by completing the form provided in Section III, Bid Forms, without making any changes to its presentation, and no other format will be accepted. All sections must be completed to provide the information requested.

12.2 The Candidate will present the unit price schedule and the quantitative and estimated detail using the forms in Section IV, Tender Forms.

### **13. Variants**

13.1 Variants will be taken into account to the extent that, if applicable, is permitted by the DPAO.

13.2 When the work can be carried out within variable execution times, the DPAO will specify these times, and will indicate the method chosen for the evaluation of the completion time proposed by the Respondent within the specified time limits. Offers proposing deadlines beyond those specified will be considered non-compliant.

13.3 Except for the hypothesis mentioned in paragraph 13.4 below, candidates wishing to offer technical variants at a lower cost must first quantify the base solution of the Contracting Authority as described in the Appeal File of offers, and further provide all the information that the Contracting Authority needs to conduct a full evaluation of the proposed variant, including plans, calculation notes, technical specifications, sub-price details and proposed construction methods, and all other useful details. Where applicable, only the technical variants of the Respondent who offered the offer in accordance with the basic solution, evaluated as the lowest priced according to criteria expressed in monetary terms, will be examined.

13.4 When candidates are authorized, in the DPAO, to directly submit technical variants for certain parts of the work, these parts of the work must be described in the Technical Clauses Book.

### **14. Offer price and discounts**

14.1 The prices and discounts indicated by the Candidate in the submission form, the unit price schedule and the quantitative and estimated detail will comply with the stipulations below.

14.2 The Candidate will fill in the unit and total prices of all the items in the Price Schedule and in the Quantitative and Estimated Detail. Items for which the Candidate has not indicated unit prices will not be subject to any payment by the Client after execution and will be assumed to be covered by other prices in the Quantitative and Estimated Detail.

14.3 The price to be indicated on the offer form, in accordance with the provisions of paragraph 14.1 of the IC, will be the total price of the Offer, excluding any possible discounts.

14.4 The Respondent will indicate any conditional or unconditional discount and the method of applying said discount on the submission form in accordance with the provisions of paragraph 14.1 of the IC.

14.5 Unless otherwise stipulated in the DPAO and the CCAP, the prices indicated by the Candidate will be revised during the performance of the Contract, in accordance with the provisions of Article 11.4 of the CCAG. The amount of a contract at firm prices, that is to say non-revisable, can be updated to take account of cost variations between the initial deadline for validity of the offers and the date of the start of performance of the contract, by applying the discount formula provided for by the CCAP to the original amount of the offer.

14.6 If paragraph 1.1 indicates that the call for tenders is launched for a group of contracts (lots), Applicants wishing to offer a price reduction in the event of the award of more than one contract shall specify the reductions applicable to each group of lots or each market in the group of lots. Any price reductions or discounts granted will be offered in accordance with IC paragraph 14.4, provided however that the offers for all lots are submitted and opened at the same time.

14.7 All duties, taxes and duties payable by the Contractor under the Contract, or in any other way, twenty-eight (28) days before the deadline for submission of tenders will be deemed to be included in the prices and in the total amount of the offer presented by the Candidate.

**15. Offer currency**

15.1 The prices will be indicated in FCFA, unless otherwise stipulated in the DPAO.

15.2 The successful Respondent may be required to submit a breakdown of the fixed prices or, where applicable, a sub-detail of the unit prices in accordance with the relevant provisions of the CCAG.

**16. Documents certifying that the candidate is admitted to compete**

16.1 To establish that he is eligible to compete in application of the provisions of clause 4 of the IC, the Respondent must complete the letter of submission of the offer (Section IV, Standard forms for submission of the offer).

**17. Documents constituting the technical proposal**

17.1 The Candidate must provide a Technical Proposal including a work program and the planned execution methods, the list of equipment, personnel, the execution schedule and all other information requested in Section IV - Technical Proposal. The Technical Proposal must include all the details necessary to establish that the Respondent's offer meets the requirements of the specifications and the work schedule.

**18. Documents attesting to the candidate's qualifications**

18.1 To establish that he has the qualifications required to perform the contract required in clause 5 of the IC, the Respondent will provide the supporting documents requested in the forms appearing in Section III, Tender Forms.

**19. Period of validity of offers**

19.1 Bids will remain valid for the period specified in the DPAO after the deadline for submission set by the Contracting Authority. An offer valid for a shorter period will be considered non-compliant and rejected by the Contracting Authority.

19.2 Exceptionally before the expiry of the period of validity expires, the Contracting Authority may require bidders to extend the validity of their offer. The request and the responses will be made in writing. If a tender guarantee is required in application of clause 20 of the IC, its validity will be extended for a corresponding period. A candidate may refuse to extend the validity of his offer without losing his guarantee. A candidate who consents to this extension will not be asked to modify his offer, nor will he be allowed to do so, subject to the provisions of paragraph 14.5 of the IC.

**20. Bid guarantee**

(Go to 21) 20. Not applicable but an Advance Refund Guarantee will be required in case a startup advance is given to the contractor.

20.2 The tender guarantee will be denominated in FCFA or a freely convertible currency for the amount specified in the DPAO and must :

- a) at the Applicant's choice, be in one of the following forms: an irrevocable letter of credit, a bank guarantee from a banking institution or any establishment authorized to issue guarantees ;
- b) come from a reputable institution of the Applicant's choice. If the institution issuing the tender guarantee is foreign, it must have a corresponding financial institution located in Togo allowing the guarantee to be called ;
- c) conform to the tender guarantee form in Section IV , or to another model approved by the Contracting Authority prior to the submission of the tender ;
- d) be payable immediately, upon written request from the Contracting Authority in the event that the conditions listed in paragraph 20.5 of the IC are invoked ;
- e) be submitted in the form of an original document ; a copy will not be admitted;



f) remain valid for twenty-eight (28) days after the expiry of the period of validity of the offer, including if the period of validity of the offer is extended according to the provisions of paragraph 19.2 of the IC.

20.3 Any offer not accompanied by a tender guarantee, in accordance with the provisions of paragraph 20.1 of the IC, will be rejected by the Contracting Authority as being non-compliant.

20.4 The tender guarantees of unsuccessful candidates will be returned to them immediately after the Contracting Authority has taken the decision to award the contract.

20.5 The tender guarantee can be seized:

a) if the Respondent withdraws its offer during the validity period specified in the letter of submission of its offer, subject to the provisions of paragraph 19.2 of the IC; or

b) with regard to the successful candidate, if the latter :

i) breach of its obligation to sign the Contract in application of clause 39 of the IC;

(ii) breach of its obligation to provide the performance bond in application of clause 40 of the IC;

20.6 The tender guarantee of a group of companies must be in the name of the group which submitted the tender.

20.7 The tender guarantee of the successful candidate will be returned to him as soon as possible after signature of the Contract, and against delivery of the required performance guarantee.

## **21. Form and signature of the offer**

21.1 The Respondent will prepare an original of the documents constituting the offer as described in clause 11 of the IC, clearly indicating the words "ORIGINAL". An offer is a variant, when permitted under clause 13 of the IC and clearly marked "VARIANT ". In addition, the Candidate will submit the number of copies of the offer indicated in the DPAO, clearly mentioning on these copies "COPY ". In the event of differences between the copies and the original, the original will prevail.

21.2 The original and all copies of the offer will be typed or written in indelible ink; they will be signed by a person duly authorized to sign on behalf of the candidate. This authorization will consist of a written confirmation, which

will be attached to the Applicant Information Form which is part of Section III. The name and title of each person signing the authorization must be typed or printed under the signature. The same person cannot represent more than one candidate for the same market. All the pages of the offer will be initialed by the person signing the offer.

21.3 Any addition between the lines, erasure or overload, to be valid, must be signed or initialed by the signatory.

#### **D. Submission of Bids and Opening of Bids**

### **22. Sealing and marking of offers**

22.1 Offers can always be submitted by mail or dropped off in person. Other transmission methods using the use of New Information and Communication Techniques (NICT) may be provided for by the Contracting Authority. If necessary, they must be specified in the DPAO. The Respondent will place the original of his bid and all copies, including any variants authorized in application of clause 13 of the IC and the tender guarantee, in separate envelopes and marked "ORIGINAL", "VARIANT" or "COPY ", as appropriate. All these envelopes will themselves be placed in the same outer envelope.

22.2 Internal and external envelopes should :

- (a) be addressed s to the Contracting Authority in accordance with paragraph 22.1 of the IC ;
- (b) include the identification of the call for tenders indicated in paragraph 1.1 of the IC, and any other identification indicated in the DPAO
- (c) include a statement not to open them before the date and time fixed for opening the envelopes in application of paragraph 26.1 of the IC.

22.3 The inner envelopes must also include the name and address of the Respondent.

22.4 If the envelopes are not presented and marked as stipulated, the Contracting Authority will not be liable if the tender is mislaid or opened prematurely.

### **23. Deadline for submission of tenders**

23.1 Bids must be received by the Contracting Authority at the address indicated in the DPAO and no later than the date and time specified in the said DPAO.

23.2 The Contracting Authority may, if it sees fit, postpone the deadline for submission of tenders by amending the Tender Dossier in application of clause 8 of the IC, in which case all rights and obligations of the Contracting Authority and

Applicants governed by the previous deadline will be governed by the new deadline.

**24. Late offers**

24.1 The Contracting Authority will not accept any offer which arrives after the expiry of the deadline for the submission of tenders, in accordance with clause 23 of the IC. Any offer received by the Contracting Authority after the deadline for submitting tenders will be declared out of time, discarded and returned to the Candidate without having been opened.

**25. Withdrawal, substitution and modification of offers**

25.1 A candidate may withdraw, replace, or modify his offer after having submitted it, by written notification in accordance with clause 22 of the IC, duly signed by an authorized representative, together with a copy of the authorization (power) pursuant to IC 21.2 (except for notices of withdrawal for which copies are not required). The modification or the corresponding replacement offer must be attached to the written notification. All notifications should be :

a) received by the Contracting Authority before the deadline for submission of tenders in accordance with clause 23 of the IC; and

b) issued in application of Articles 21 and 22 of the IC (except for notifications of withdrawal which do not require copies). In addition, the envelopes must clearly bear the words "WITHDRAWAL", "REPLACEMENT OFFER" or "MODIFICATION", as the case may be.

25.2 The offers which the candidates request the withdrawal in application of paragraph 25.1 will be returned to them without having been opened.

25.3 No offer may be withdrawn, replaced or modified between the date and time limit for submitting offers and the expiration date of the validity specified by the Candidate on the offer form, or the expiration of any period extension of this validity.

**26. Fold opening**

26.1 N/A (Not Applicable) The Contracting Authority will conduct open public folds on the date, time and address specified in the DPAO. It be asked representatives of these candidates to sign a register evidencing their attendance. The specific provisions for opening tenders in the event of delivery by electronic means in accordance with clause 22.1 of the IC are indicated in the DPAO.

26.2 Ditto (see previous paragraph) Initially, the envelopes marked "WITHDRAWAL " will be opened and their content announced aloud, while the envelope containing the corresponding offer will be returned to the Candidate without

having been opened. The withdrawal of an offer will only be allowed if the corresponding notification contains a valid authorization of the signatory to request the withdrawal and if this notification is read aloud. Then, the envelopes marked "REPLACEMENT OFFER " will be opened and announced aloud and the corresponding new offer substituted for the previous one, which will be returned to the Applicant concerned without having been opened. Offer replacement will only be authorized if the corresponding notification contains a valid authorization from the signatory to request the replacement and is read aloud. Finally, the envelopes marked "MODIFICATION" will be opened and their content read aloud with the corresponding offer. The modification of the offer will only be authorized if the corresponding notification contains a valid authorization of the signatory to request the modification and is read aloud. Only the offers which have been opened and announced aloud during the opening of the tenders will then be considered.

26.3 All the other envelopes will be opened one after the other and the name of the candidate announced aloud, as well as the possible mention of a modification, the price of the offer, including any discounts and any variations where applicable, the existence of a bid security, if required, and any other details that the Commission awarding the public procurement may consider appropriate. Only the discounts and variants of the offer announced aloud when the envelopes are opened will be subject to evaluation. No offer will be rejected at the opening of the tenders, with the exception of offers made after the deadline in application of paragraph 24.1. All pages of the Bid Form, the Price Schedule and Quantities will be affected by the representatives of the Commission for the award of the public procurement present at the session opening.

26.4 By the end of the Bid Opening operations, the Commission awarding public procurement will establish a record of the opening session of the folds, recording the information read aloud. The minutes are published and sent without delay to all tenderers who request them.

#### **E. Evaluation and comparison of offers**

### **27. Confidentiality**

27.1 No information relating to the examination, evaluation, comparison of offers, and verification of the qualification of candidates, and the recommendation for the award of the Contract will be provided to candidates or to any other person not concerned by said procedure as long as the Contract award has not been made public.

27.2 Any attempt made by a candidate to influence the Contracting Authority and / or the tender evaluation committee during the review, evaluation, comparison of tenders and verification of the capacity of candidates or decision-making of The award may result in the rejection of its offer.

27.3 Notwithstanding the provisions of paragraph 27.2, between the time when the bids are opened and the time when the Contract is awarded, if a candidate wishes to contact the Contracting Authority for reasons relating to his offer, he must do so only in writing.

**28. Clarifications concerning the Offers**

28.1 In order to facilitate the examination, evaluation, comparison of tenders and verification of the qualifications of candidates, the Contracting Authority is free to ask a candidate for clarification of his tender. No clarification provided by a candidate other than in response to a request from the Contracting Authority will be taken into account. The Contracting Authority's request for clarification, and the response provided, will be in writing. No modification of price, nor any substantial change of the offer will be requested, offered or authorized, except to confirm the correction of the arithmetical errors discovered by the Contracting Authority during the evaluation of the offers in application of the Clause 30 of the IC.

**29. Compliance of offers**

29.1 The Contracting Authority will establish the conformity of the offer on the basis of its content alone.

29.2 A substantially compliant bid is an offer that complies with all the stipulations, specifications and conditions of the Bidding Documents, without material discrepancies, reservations or omissions. Differences or omissions significant are those that:

- a) if they were accepted,
  - i) substantially limit the scope, quality or performance of the works specified in the Contract ; or
  - ii) limit, in a substantial manner and not in accordance with the Tender Document, the rights of the Employer or the obligations of the Candidate under the Contract ; or
- b) the acceptance of which would be detrimental to other Respondents who have submitted offers that are essentially compliant.

29.3 The Client will examine the technical aspects of the offer in application of clause 17 of the IC, in particular to ensure that

all the requirements of Section V (Specifications and plans) have been met without deviation or substantial reserve.

29.4 The Contracting Authority will reject any offer which does not substantially comply with the Bidding Document and the Applicant may not subsequently make it compliant by making corrections to the discrepancy, reservation or substantial omission noted.

**30. Non-compliance, errors and omissions**

30.1 If an offer is substantially compliant, the Contracting Authority may tolerate any non-compliance or omission which does not constitute a substantial deviation, reservation or omission from the terms of the tender.

30.2 If an offer is substantially compliant, the Contracting Authority may ask the Respondent to submit, within a reasonable time, the information or documentation necessary to remedy the non-compliance or non-essential omissions found in the offer in connection with the requested documentation. Such an omission can in no case be linked to any element of the price of the offer. The Candidate who does not comply with this request may have his offer rejected.

30.3 If an offer is substantially compliant, the Contracting Authority will correct the arithmetic errors on the following basis :

a) If there is a contradiction between the unit price and the total price obtained by multiplying the unit price by the corresponding quantity, the unit price will prevail and the total price will be corrected, unless, in the opinion of the Contracting Authority, the decimal point of the unit price is clearly misplaced, in which case the total price shown will prevail and the unit price will be corrected;

b) If the total obtained by adding or subtracting the sub-totals is not correct, the sub-totals will prevail and the total will be corrected; and

c) If there is a contradiction between the price indicated in words and in figures, the amount in words shall prevail, unless this amount is vitiated by an arithmetical error, in which case the amount in figures shall prevail subject to the paragraphs a) and b) above.

30.4 If the Respondent who presented the lowest evaluated bid according to criteria expressed in monetary terms does not accept the corrections made, his bid will be rejected and his bid security may be seized.

**31. Preliminary examination of tenders**

31.1 The Contracting Authority will examine the offers to ensure that all documents and technical documentation requested in

clause 11 of the IC have been provided and are all complete.

31.2 The Contracting Authority will confirm that the following documents and information are included in the offer. In the event that any of these documents or information is missing, the offer will be rejected :

- a) the tender submission form, in accordance with clause 12.1 of the IC.
- b) the Price Schedule and the Quantitative Detail, in accordance with clause 12.2 of the IC.
- c) the power authorizing *the* signatory to engage the Respondent, in accordance with clause 21.2 of the IC; and
- d) the tender guarantee in accordance with clause 20 of the IC.

## **32. Evaluation of Offers**

32.1 The Contracting Authority will evaluate each of the offers which it has established, at this stage of the evaluation, to be substantially compliant.

32.2 To evaluate an offer, the Contracting Authority will only use the criteria and methods defined in this clause to the exclusion of all other criteria and methods.

32.3 To evaluate an offer, the Contracting Authority will take into account the following elements :

- a) the price of the offer, excluding the provisional sums and, where applicable, the provisions for unforeseen events appearing in the summary quantitative and estimated detail, but adding the amount of the work under control, when they are quantified in a competitive;
- (b) price adjustments to correct arithmetic errors under paragraph 30.3;
- (c) price adjustments attributable to discounts offered under paragraph 14.4;
- d) appropriately calculated adjustments, on technical or financial grounds, resulting from any other quantifiable modification, deviation or reservation;
- e) the adjustments resulting from the use of the additional assessment factors indicated in the DPAO, if applicable.

32.4 The estimated effect of the price revision or discount formulas, appearing in the CCAG and CCAP, applied during the period of execution of the Contract, will not be taken into account during the evaluation of the offers.

32.5 If provided for in the DPAO, the Bidding Document may allow bidders to separately indicate their prices for each lot separately, and allows the Contracting Authority to award contracts in lots to more than one candidate. The evaluation method for determining the lowest-priced combination of offers based on criteria expressed in monetary terms, taking into account any discounts offered in the Offer Form, will be specified in the DPAO, if applicable.

32.6 If the lowest evaluated tender according to criteria expressed in monetary terms is strongly unbalanced or presumed abnormally low compared to the estimate of the Contracting Authority, of the payment schedule for the work to be performed, the Authority The contracting party can only reject it after having asked the Respondent to provide the price sub-detail for any element of the Quantitative and Estimated Detail, in order to prove that these prices are compatible with the construction methods and the proposed schedule. After examining the price sub-item, the Contracting Authority may request that the amount of the performance guarantee be increased, at the expense of the Contractor, within the limit of 5% of the amount of the contract, to a level sufficient to protect the Contracting Authority against any financial loss in the event that the successful tenderer fails to fulfill its obligations under the Contract.

**33. Preference margin**

33.1 Unless otherwise stipulated in the DPAO, no margin of preference will be granted.

**34. Comparison of offers**

34.1 The Contracting Authority shall compare all substantially responsive tenders to determine the lowest evaluated bid with regards to criteria expressed in monetary terms, pursuant to clause 32.3 of the IC.

**35. Qualification of the Candidate**

35.1 The Contracting Authority will ensure that the Respondent who submitted the lowest evaluated bid according to criteria expressed in monetary terms and substantially in accordance with the provisions of the invitation to tender dossier, has the required qualifications to perform the Market satisfactorily.

35.2 This determination will be based on the examination of the documents attesting to the qualifications of the candidate and submitted by him in accordance with paragraph 18.1 of the SI, on the clarifications provided in application of clause 28 of the SI, if applicable, and the Proposal candidate's technique.



35.3 The award of the Contract to the Candidate is subject to verification that the candidate meets the qualification criteria. Otherwise, the offer will be rejected and the Contracting Authority will examine the second lowest evaluated offer according to criteria expressed in monetary terms in order to establish in the same way whether the Respondent is qualified to perform the Market.

**36. Right of the Contracting Authority to accept any offer and reject any or all offers**

36.1 The Contracting Authority may, after consulting the body responsible for the a priori control, decide not to proceed with a call for tenders. In this case, it informs the tenderers.

36.2 The Contracting Authority will inform, in writing, candidates who so request in writing, of the reasons which led it not to award or notify the contract or to restart the procedure, within five (5) working days from the receipt of said request.

**F. Contract award**

**37. Award criteria**

37.1 The Contracting Authority will award the Contract to the Bidder whose bid has been evaluated the lowest on the basis of criteria expressed in monetary terms, provided that the Respondent is also deemed qualified to perform the Contract satisfactorily.

**38. Notification of contract award**

38.1 The contract is notified by the contracting authority to the contract awardee before the expiry of the period of validity of the tenders. The notification consists of delivery to the beneficiary against receipt or sending by registered letter with acknowledgment of receipt or by any means making it possible to give a certain date to this sending. The date of notification is that of the receipt or notice of receipt.

38.2 Unless otherwise stipulated in the market, the date of notification of approved contracts constitutes the starting point of the contractual deadlines for performance of the contract. The market only has effect with regard to the holder as from the date of its notification.

**39. Signature of the contract**

39.1 As soon as possible after notification, the Contracting Authority will send the contract holder the draft contract. Before signing any contract, the services of the Person Responsible for Public Procurement (PRM) of the Contracting Authority must provide their counterparties evidence that credit is available and has been booked.

39.2 Within fourteen (14) days from the date of receipt of the draft Contract, the successful Candidate will sign it, date it and return it to the Contracting Authority.

**40. Performance guarantee**

40.1 In the twenty (20) days following the date of receipt of the notification by the Contracting Authority for the Contract is awarded, the contractor will provide the performance security in accordance with GCC using good warranty form execution listed in Section V I II.

40.2 The failure of the successful candidate to produce the aforementioned performance guarantee or the fact that he does not sign the draft contract, will constitute sufficient grounds for cancellation of the award of the Contract and forfeiture of the guarantee tender, in which case the Contracting Authority may award the Contract to the Candidate whose offer is deemed to be substantially compliant with the Invitation to Tender Document and evaluated the second lowest according to criteria expressed in monetary terms , and who has the qualifications required to perform the Contract.

**41. Candidate information**

41.1 As soon as it has approved the award proposal, the Contracting Authority publishes the award report.

41.2 The Contracting Authority will communicate in writing to any unsuccessful tenderer, the reasons for the rejection of its tender, the amount of the contract awarded and the name of the successful tenderer.

41.3 Any unsuccessful tenderer may request a copy of the award report and any other relevant information which will be given to him within five (5) working days from the date of receipt of his written request.

**42. Recourse**

42.1 .

42.2

42.3 In the absence of a decision rendered by the person responsible for public contracts within five (5) working days of his referral, the applicant may also apply to the public procurement regulatory authority which renders its decision within seven (7) working days of the date of the saisine otherwise, the award cannot be suspended.

### Section III. Specific data of the call for tenders

<b>A. Introduction</b>	
<b>IC 1.1</b>	Reference of the invitation to tender N ° ... <b>PC-011/06/21</b> .....
<b>IC 1.1</b>	Name of Contracting Authority: <i>PEACE CORPS</i>
<b>IC 1.1</b>	<p>Number and identification of lots covered by this call for tenders : Construction of the PEACE CORPS building ONE (01 ) Lot</p> <p>Single lot : <i>structural work , coating , painting, waterproofing, thermal insulation , roadway and various networks , high and low current electricity , air conditioning, plumbing of the PEACE CORPS building</i></p> <p><i>Variants are not permitted and the completion time will be of approximately 180 days</i></p>
<b>IC 2.1</b>	<b>Source of funding for the Contract : .....</b>
<b>IC 4.1</b>	The call for tenders <i>was not</i> preceded by a prequalification.
<b>IC 5.1</b>	<b>Qualification criteria see appendix A in the DPAO</b>
<b>B. Bidding documents</b>	
<b>IC 7.1</b>	<p>For the sole purpose of requesting clarifications from candidates and tenderers , the address of the Contracting Authority is as follows :</p> <p><b>Street :</b> 48, Rue des Rossignols</p> <p><b>City :</b> Lomé</p> <p><b>Country :</b> TOGO</p> <p><b>Phone Number :</b> (00228) 22 21 06 14 / 22 21 31 14</p> <p><b>Web address :</b> <a href="http://www.peacecorps.gov">www.peacecorps.gov</a> / <a href="http://www.peacecorps.gov/togo">www.peacecorps.gov/togo</a></p>
<b>IC 7.4</b>	<p>A preparatory meeting will take place at the place and date below :</p> <p>Location : On-site</p>

	<p>Date .....2021</p> <p>Time: ..... ..</p> <p>A site visit will be organized by the Contracting Authority on the same day.</p>
<p><b>C. Preparation of tenders</b></p>	
<p><b>IC 11.1 (i)</b></p>	<p>The Candidate must attach the following other documents to his offer :</p> <p><b><u>For Community Bidders</u></b></p> <ol style="list-style-type: none"> <li>1) Valid economic operator card or any other equivalent document ;</li> <li>2) Extract from the trade and movable property credit register ;</li> <li>3) Certificate of non-bankruptcy dating less than three (3) months from the deadline for submitting tenders ;</li> <li>4) Tax clearance dated less than three (3) months from the deadline for submission of tenders ;</li> <li>5) Certificate from the labor and social law inspectorate (ITLS) dating less than three (3) months from the deadline for submitting tenders ;</li> <li>6) Certificate from the national social security fund (CNSS) dating less than three (3) months from the deadline for submitting tenders ;</li> <li>7) Certificate of payment of the Para fiscal regulatory tax on previous markets (from March 2016).</li> </ol> <p><b><u>For foreign bidders</u></b></p> <ol style="list-style-type: none"> <li>1) Extract from the commercial register;</li> <li>2) Certificate of non-bankruptcy dated less than three (3) months from the deadline for submission of tenders ;</li> <li>3) Certificate of payment of the Para fiscal regulatory tax on previous Procurement.</li> </ol> <p><b><u>NB:</u> With the exception of the tax clearance and the certificate of payment of the Para fiscal tax which must be provided in original, all other documents can be legalized copies.</b></p>
<p><b>IC 13.1</b></p>	<p><b>Variants are not permitted.</b></p>
<p><b>IC 13.2</b></p>	<p>The period of execution of the work shall be a <b>maximum of 150 days</b></p> <p>The evaluation method can be found in DPAO IC 32.3. The execution time proposed by the successful candidate will become the contractual execution time.</p>

<b>IC 13.4</b>	<p>Technical variants on the part (s) of the work specified below are permitted within the framework of the provisions provided for in the Special Technical Clauses (CCTP): <b>Not applicable</b></p> <p>Such variants will be evaluated by the Contracting Authority in the same way as the offers for the base solution of the Contracting Authority, in accordance with the provisions of paragraph 13.3 of the CI. The valuation method is set out in the DPAO.</p>
<b>IC 14.5</b>	The prices proposed by the Candidates will be firm
<b>IC 19.1</b>	The validity period of the offer will be <b>120 days</b> .
<b>IC 20.1</b>	N/A - The offer must be accompanied by a bank bid guarantee
<b>IC 20.2</b>	.....
<b>IC 21.1</b>	In addition to the original of the offer, the number of copies requested is : <b>3</b>
<b>D. Submission of tenders and opening of bids</b>	
<b>IC 22.2 (c)</b>	<p>The inner and outer envelopes must include the following other identifications: AON N ° ..... / ..... <i>DO NOT OPEN BEFORE THE SESSION OPENING OF BIDS</i></p>
<b>IC 23.1</b>	<p>For <b>tendering purposes only</b> , the address of the Contracting Authority is as follows :</p> <p style="text-align: center;"><b>PEACE BODY</b>  <b>City : Lomé</b>  <b>Country : TOGO</b>  <b>Phone Number : (00228) 22 21 06 14 / 22 21 31 14</b></p> <p><b>The deadline for submitting tenders is as follows :</b></p> <p>Date: ...12<sup>th</sup> July 2021</p> <p>Time : 10H:00</p>
<b>IC 26.1</b>	
<b>E. Evaluation and comparison of offers</b>	
<b>IC 32. 3 e)</b>	<p><b>Variants of execution time:</b> not applicable.</p> <p><b>Technical variants:</b> not applicable.</p>
<b>IC 32.5</b>	<p><b>Call for tenders for multiple lots :</b></p> <p><b>Not applicable.</b></p>

<b>IC 33.1</b>	<b>Not applicable.</b>
----------------	------------------------

### Annex A. Qualification criteria

This section contains all the factors, methods and criteria that the Contracting Authority will use to ensure that an applicant has the required qualifications. The Respondent will provide all the information requested in the forms attached to Section IV, Submission Forms.

#### Qualification criteria

Qualification criteria			Compliance specifications				Document ation
No.	Object	Criterion	Single entity	Consortium			Submissio n specificati ons
				<b>All Parts Combined</b>	<b>Each part</b>	<b>At least one part</b>	
<b>1. Criteria of origin</b>							
1.1	Eligibility	Complies with IC Sub-Clause 4.2.	Must meet the criterion	Existing or planned GE must meet the criterion	Must meet the criterion	Not applicable	ELI forms –1.1 and 1.2, with attachments
1.2	Not allowed to participate	Not to be struck by a prohibition measure, as described in paragraph 4.2 of the IC.	Must meet the criterion	Existing GE must meet the criterion	Must meet the criterion	Not applicable	Offer form
1.3	Conflict of interest	No conflict of interest according to paragraph 4.3 of the IC.	Must meet the criterion	Existing or planned GE must meet the criterion	Must meet the criterion	Not applicable	Offer form
<b>2. Financial situation</b>							
2.1	Financial situation	Submission of audited balance sheets or, if not required by the regulations of the applicant's country, other financial statements acceptable to the	Must meet the criterion	Not applicable	Must meet the criterion	Not applicable	Form FIN - 2.1 with attachments

Qualification criteria			Compliance specifications				Document ation
No.	Object	Criterion	Single entity	Consortium			Submissio n specificati ons
				All Parts Combined	Each part	At least one part	
		Contracting Authority for the past <b>three [ 3 ]</b> years demonstrating the current strength of the applicant's financial position and its long-term profitability					
2.2	Average annual turnover of construction activities	Have a minimum average annual turnover of the activities of building activities equal to <b>0.5 times</b> the amount of its offer , which correspond t o the total payments received for mandated markets underway or completed during the three ( 3 ) last years	Must meet the criterion	Must meet the criterion	Must meet thirty percent (30 %) of the specification	Must meet seventy percent ( 70 %) ] of the specification	Form FIN - 2.2
2.3	Financing capacity	Access to financing such as liquid assets, lines of credit, other than the possible start-up advance, up to: <b>20% of the amount of the financial offer</b>  (i) market financing needs:  and  (ii) financing needs for this contract and the other current commitments of the Candidate.	Must meet the criterion	Must meet the criterion	Not applicable	Not applica ble	Forms FIN - 2.3

Qualification criteria			Compliance specifications				Document ation
No.	Object	Criterion	Single entity	Consortium			Submissio n specificati ons
				All Parts Combined	Each part	At least one part	
<b>3. Experience</b>							
3.1	General constructi on experience	Experience in construction contracts as a contractor, subcontractor or assembler in the last five (5) years preceding the deadline for submitting applications.	Must meet the criterion	Not applic able	Must meet the criterion	Not applicabl e	Form EXP-3.1
3.2 a)	Specific constructi on experience	Participation as a contractor, or subcontractor in at least two ( 0 2 ) contracts during the last five (5) years with a minimum value of 0.5 times the amount of its offer , which have been executed by satisfactorily and substantially completed and which is similar to the proposed work. Similarity will be in physical size, complexity, methods / technologies or other characteristics as described in Section IV, Scope of Work.	Must meet the criterion	Must meet the criteri on	Not applicable	Must meet the criterion for a contract	Form EXP 3.2 a)



Qualification criteria			Compliance specifications				Document ation
No.	Object	Criterion	Single entity	Consortium			Submissio n specificati ons
				All Parts Combined	Each part	At least one part	
3.2 (b)		<p>b) For the contracts referenced above or for other contracts executed during the period stipulated in paragraph 3.2 a) above, a minimum experience of construction in the following main activities :</p> <p><b>Renovation work on at least one – storey building, demolition and slab repair work and complete repair work on plumbing and</b></p>	Must meet specifications	Must meet the criterion	Not applicable	Must meet the criterion	Form EXP-3.2 (b)

#### 4. Staff

The Candidate must establish that he has the staff for the following key positions,

No.	Designation of key personnel	Qualification	Number	Global work experience	Experience in similar work (projects)
1	Civil Engineering Works Director	Civil engineer or equivalent specialist in building works	1	10	3
	Electrical Engineering Works Supervisor	Civil engineer or equivalent specialist in building works	1	7	2
2	Civil Engineering Works Supervisor	Civil engineer or equivalent specialist in building works	1	7	2
3	Civil engineering site manager	Senior civil engineering technician specializing in building works	1	5	2
	Electrical engineering site manager	Senior electrical engineering technician specializing in building works	1	5	2

**NB: Legalized copies of diplomas, identity card and staff CVs must be attached.**

The Respondent must provide details of the proposed personnel and their experience using the PER 1 and PER 2 forms in Section IV, Submission Forms.

---

## 5. Material

The Candidate must establish that he has the following materials:

Lot N ° 1

No.	Designation of required equipment	Amount		State
		Property	Rental	
1	Concrete mixer of at least 500 l with freight elevator	2	-	Well
2	Tipper truck at least 7 m3	1	-	Well
3	Concrete vibrator	2	-	Well
4	Concrete grinding wheel	2	-	Well
5	Set of metal panels for formwork	1	-	Well
6	Set of metal props	1	-	Well
7	Set of metal scaffolding	1	-	Well
8	Liaison vehicle	2	-	Well
9	Welding machine	1	-	Well
10	Jumping lady	1	-	Well
11	Installation controller	1	-	Well
12	Earth resistivity tester	1	-	Well
13	Toolbox for electrical items	F		Well

**NB: Proof of equipment availability must be attached (registration cards, rental certificate or sales contract).**

The Respondent must provide details of the material offered using the MAT form in Section IV, Submission Forms.

## **Section IV. Submission Forms**

### **. List of forms**

[Bid submission letter](#)

[Price Schedule Forms and Quantitative and Estimated Detail](#)

[Technical Proposal Forms](#)

[Qualification forms](#)

[Tender guarantee model \(bank guarantee\)](#)

[Certificate of financial capacity . \\_\\_\\_\\_\\_](#)

### **Bid submission letter**

*[The Respondent completes the letter below in accordance with the instructions in square brackets. The format of the letter should not be changed. No substitution will be allowed.]*

Date: *[Insert the date (day, month, year) of submission of the offer]*

AAO No.: *[Insert the name of the tender notice]*

Variant No. : *[Insert the identification number if this offer is offered for a variant]*

To: *[Insert full name of Contracting Authority]*

We, the undersigned, certify that:

- a) We have reviewed the Bidding Documents, including additive / addenda No. : *[Insert numbers and issue date of each addendum]*; and have no reservations with regard to them;
- a) We undertake to execute and complete, in accordance with the Tender Document and the Technical Clauses and Plans, the following Work : *[Insert a brief description of the work]* ; \_\_\_\_\_
- b) The total price of our offer, excluding discounts offered in paragraph (d) below is: *[Insert the total price of the offer in letters and figures]* FCFA;
- c) The discounts offered and the terms of application of said discounts are as follows:

*Discounts: If our offer is successful, the following discounts will be granted. [Detail all the discounts offered and the items of the quantitative and estimated detail to which they apply];*

*Terms of application of the discounts: The discounts will be granted as follows: [Specify precisely the terms];*

- d) Our offer will remain valid for the period required in paragraph 19.1 of the Instructions to Candidates from the deadline set for the submission of offers in paragraph 23.1 of the Instructions to

Candidates ; this offer will continue to be binding on us and may be accepted at any time before the expiration of this period ;

- e) If our offer is accepted, we undertake to obtain a contract performance guarantee in accordance with clause 40 of the Instructions to candidates and to the CCAG;
- f) Our application, as well as any subcontractors or suppliers intervening in connection with any part of the Contract, do not fall under the exclusion conditions of paragraphs 3.2 and 4.2 of the Instructions to Applicants.
- g) We are not in a conflict of interest situation defined in paragraph 4.3 of the Instructions to Applicants.
- h) We do not participate, as candidates or subcontractors, in more than one offer within the framework of this call for tenders in accordance with paragraph 4.3 b) of the Instructions to candidates, other than offers " variants " submitted in accordance with clause 13 of the Instructions to Applicants;
- i) We undertake not to grant or promise to grant to any person intervening in any capacity whatsoever in the procurement procedure an undue advantage, pecuniary or otherwise, directly or through intermediaries, in order to obtain the market, and in general to respect the provisions on transparency and ethics of public contracts.
- j) It is understood that this offer, and your written acceptance of said offer appearing in the Contract award notification that you send us, will act as a contract between us, until a formal contract is established and signed. .
- k) If a formal contract is signed with us, we undertake to open and keep up to date, until the expiration of a period of five (5) years from the date of final receipt of the services or that of the last delivery relating to the contract, an accounting document specific to the contract, showing the various sources of financing, the statements of the sums invoiced and the amounts paid, as well as a statement of tax and customs declarations relating to the contract, and to which the contracting authority, if applicable, the public procurement regulatory authority, may access, for verification purposes.
- l) It is understood by us that you are not bound to accept the lowest evaluated offer, nor any of the offers you may receive, in accordance with the conditions set out in clause IC 36.1.

Name *[Insert the full name of the person signing the offer]*

As *[indicate capacity of signatory]*

Signature *[insert signature]*

Being able to sign the offer for and on behalf of *[Insert full name of the Candidate]*

Dated \_\_\_\_\_ day of *[Insert date of signature]*

Annex: *[Subcontracting, if applicable]*

<b>SOLICITATION, OFFER AND PRICE</b> <i>(Construction, modification or repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE OF PUBLICATION	PAGE OF PAGES
	<b>IMPORTANT - The "offer" section on the back must be fully completed by the tenderer.</b>			
4. CONTRACT NO.	5. REQUEST / REQUEST FOR PURCHASE NO.	6. PROJECT NO.		
7. ISSUED BY		8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL : \	A. NAME	B. PHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALL)</i>		

10. THE GOVERNMENT REQUIRES THE PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identification number, date*):

11. The contractor must start to execute \_\_\_\_\_ calendar days and \_\_\_\_\_ calendar days after receipt complete it within

Price,  notice to proceed. This performance period is  mandatory,  negotiable.

12A. THE CONTRACTOR MUST PROVIDE ALL REQUIRED PERFORMANCE AND PAYMENT OBLIGATIONS?

(If "YES", indicate the number of calendar days following the allocation in item 12B.)

YES  NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original \_\_\_\_\_ the copies to carry out the required work are due at the place specified in point 8 at the latest and \_\_\_\_\_ (time) local time \_\_\_\_\_ (date): sealed envelopes containing tenders must bear the mark the name and address of the tenderer, the solicitation number and the date and time at which the tenders are due.

B. An offer guarantee is, is not required.

C. All offers are subject to (1) work requirements and (2) other provisions and clauses incorporated into the bid solicitation in full text or by reference.

OMB Control # 2120-0595 (SF-1442) FAA Model # 3 (8/97)

**OFFER (Must be fully completed by the Offeror)**

14. NAME AND ADDRESS OF TENDERER (*Include postal code*)

15. PHONE NUMBER. (*Include area code*)

	16. DELIVERY ADDRESS <i>(To be included only if it differs from article 14)</i>
CODE    INSTALLATION CODE	

The tenderer undertakes to perform the required work at the prices indicated below in strict accordance with the terms of this solicitation if this offer is accepted by the government in writing within

calendar days after the expiry date of the offers. *(Bidders providing within less than the calendar days shown here for government acceptance after the bid deadline will not be considered and the bid will be rejected.)*

AMOUNTS		Materials		Labor		Total
---------	--	-----------	--	-------	--	-------

18. The tenderer agrees to provide all performance and payment guarantees required.

**19. RECOGNITION OF AMENDMENTS**  
*(The bidder acknowledges receipt of solicitation changes - indicate number and date of each.)*

MODIFICATION NO.										
DATED										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN <i>(Type or fill)</i>	20B. SIGNATURE	20C. OFFER DATE
--	----------------	-----------------

**PRICE (To be completed by the government)**

21. ACCEPTED ITEMS:

22. AMOUNT	23. ACCOUNTING AND CREDIT DATA
------------	--------------------------------

24. SUBMIT INVOICES TO THE ADDRESS INDICATED IN	OBJECT	25. RESERVED.
---	--------	---------------

26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
---------------------	-----------------------------

*THE CONTRACTING OFFICER WILL FILL IN POINTS 28 OR 29 AS APPLICABLE*



<p>28. NEGOTIATED AGREEMENT The Contractor <i>is required to sign this document and return copies to the issuing office.</i>) The Contractor agrees to supply and deliver all items or perform all work requirements identified on this form and all additional sheets for the consideration indicated in this contract. The rights and obligations of the parties to this contract are governed by (a) the award of the contract, (b) the solicitation, and (c) the clauses, declarations, certifications and specifications incorporated by reference or attached to this contract.</p>		<p>29. PRICES (<i>The Contractor is not required to sign this document.</i>) Your offer on this bid solicitation is hereby accepted with respect to the items listed. This award completes the contract, which includes (a) the government solicitation and your offer, and (b) the contract award. No other contractual document is necessary.</p>	
<p>30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN ( <i>enter or complete</i> )</p>		<p>31A. NAME OF CONTRACT MANAGER ( <i>Type or fill in block letters</i>)</p>	
<p>30B. SIGNATURE</p>	<p>30C. DATED</p>	<p>31B. UNITED STATES OF AMERICA THROUGH</p>	<p>31C. DATE OF GRANT</p>

**Annex to the tender - Subcontractors**

*[to be completed, if applicable, by the Candidate]*

**Price Schedule Forms and Quantitative and Estimated Detail**

**Model Price Schedule and Quantitative and estimated detail**

**A. Preamble**

1. The Price Schedule must be taken into account by the Candidate together with the Instructions to candidates, the General and Special Administrative Clauses Book, the Technical Clause Book and the plans.
2. The quantities specified in the Quantitative and Estimated Detail are estimated and provisional quantities. They will provide a common basis for the evaluation of tenders and the award of the contract. The settlement basis will be the actual quantities of work ordered and executed, as will be measured by the Contractor and verified by the Master of work, and valued at specified rates and prices in the Bill of encrypted award presented by the Contractor in its offer. In cases where the valuation is

not applicable, or in any other case, the Regulation will be at rates and prices that the Master of work may fix within the terms of the Contract.

3. The price sub-details must be provided by the contractor in order to assess the relevance of the unit and lump-sum prices. the sub-itemization of a unit price gives the content of the price by indicating: 3.1 Disbursements or direct costs, broken down into expenditure on staff salaries and allowances, salary costs, expenditure on materials and consumables, equipment expenditure; 3.2 General expenses, on the one hand, taxes and duties, on the other hand, expressed by percentages of disbursements 1 ° above; 3.3 The margin for risks and rewards, expressed as a percentage of the whole of the two preceding items. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

4. Unless otherwise specified in the Contract, the prices provided by the Contractor in the costed price schedule included in his offer must include all construction installations, labor , supervision, materials, assembly, maintenance, insurance, overheads and profits, taxes, duties and charges, as well as coverage of general risks, commitments and other obligations specified explicitly or implicitly in the Contract. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

5. A price must be indicated for each item in the Quantitative and estimated costed detail, whether the quantities are specified or not. The cost of items for which the Contractor has not indicated a price will be considered as covered by other prices indicated in the Quantitative and estimated costed detail.

6. The full cost in accordance with the provisions of the Contract will be included in the items specified in the Price Schedule and the Quantitative Detail and quantified estimate. When an item is not specified, the corresponding cost will be considered as distributed among the prices mentioned for corresponding items of the work.

7. The general indications and descriptions of the works and materials are not necessarily included or summarized in the Price Schedule and the Quantitative and Estimated Detail included in the Tender File. References, explicit or implicit, to the appropriate sections of the Dossier must be considered before quantifying the prices for each item of the Price Schedule and the Quantitative and estimated Quantitative Detail submitted in the offer.

8. During the evaluation of the offers, any arithmetic errors noted in the Price Schedule and the quantitative and estimated Detail will be corrected in accordance with the provisions of clause 3 0.3 of the Instructions to candidates.

9. The method of recording the services performed for the purposes of payment must be in accordance with:

*[Insert a detailed description of the method (s) that will be applied. The method must be described precisely in this preamble, for example by indicating the allowable tolerances.]*

## **B. Tables of the price Schedule and quantitative and estimated Detail**

*[The Price Schedule and the Quantitative and Estimated Detail will normally be composed of a series of tables the content of which will correspond to the nature or sequence of the corresponding tasks, for example:*

*Table 1 - General positions (for example: site installation)*

*Table 2 - Earthworks - Demolition*

*Table 3 - Drains and ditches*

*Table 4 - etc., as required depending on the type of work*

*Table for contract work - if applicable*

*Table of provisional sums - if applicable*

*Summary Table of Quantitative and Estimated Detail*

## **Unit price schedules (BPU) and Bill of quantities and estimates (CDQE)**

**NB: BPUs and CDQEs are appended to this file.**

### **Technical Proposal Forms**

- 1) Personnel assigned to the Works**
- 2) Material assigned to the Works**
- 3) Organization of work on site**
- 4) Method of realization**
- 5) Mobilization Program / Calendar**
- 6) Construction Schedule / Schedule**
- 7) Others**

## Qualification forms

*[The Contracting Authority should only retain the forms that are named in the qualification criteria (DPAO) depending on whether a prequalification preceded the call for tenders or not]*

### ELI form - 1.1

#### Candidate Information Form

*[The Respondent completes the table below in accordance with the instructions in square brackets. The table must not be modified. No substitution will be allowed.]*

Date: *[Insert the date (day, month, year) of submission of the offer]*  
AAO No.: *[Insert name of Invitation to Tender]*

Name of Applicant : <i>[Insert name of Applicant]</i>
In the event of a grouping, names of all the members : <i>[Insert the name of each member of the group]</i>
3. Country where the Candidate is, or will be legally registered : <i>[Insert the name of the country of fixed base or of permanent establishment or of registration in the trade register]</i>
4. Year of registration of the Candidate: <i>[Insert year of registration]</i>
5. Candidate's official address in the country of registration: <i>[Insert the legal address of the Candidate in the country of registration]</i>
6. Information on the duly authorized representative of the Candidate: Name: <i>[Insert the name of the representative of the Candidate]</i> Address: <i>[Insert the address of the representative of the Candidate]</i> Telephone / Fax: <i>[Insert the telephone / fax node of the representative of the Candidate]</i> E-mail address: <i>[Insert the e-mail address of the representative of the Candidate]</i>
7. Attached is a copy of the originals of the following documents: <i>[Check the box (es) corresponding to the original documents attached]</i> <input type="checkbox"/> Document of registration, registration or constitution of the firm named in point 1 above, in accordance with paragraph 4.1 of the IC <input type="checkbox"/> In the event of a grouping, letter of intent to constitute a group, or grouping agreement, in accordance with paragraph 4.1 of the IC .

### ELI form - 1.2

### Group member information form

*[The Respondent completes the table below in accordance with the instructions in square brackets. The table must not be modified. No substitution will be allowed.]*

Date: *[Insert the date (day, month, year) of submission of the offer]*  
AAO No.: *[Insert name of Invitation to Tender]*

1. Name of Applicant : <i>[Insert name of Applicant]</i>
Name of group member : <i>[Insert name of group member]</i>
3. Country where the member of the group is, or will be legally registered : <i>[Insert the name of the country of registration of the member of the group]</i>
4. Year of registration of the member of the group: <i>[Insert the year of registration of the member of the group]</i>
5. Official address of the group member in the country of registration: <i>[Insert the legal address of the member of the group in the country of registration]</i>
6. Information on the duly authorized representative of the member of the grouping : Name: <i>[Insert the name of the representative of the member of the grouping]</i> Address: <i>[Insert the address of the representative of the member of the grouping]</i> Telephone / Facsimile: <i>[Insert the telephone / facsimile node of the representative of the member of the grouping]</i> E-mail address: <i>[Insert the e-mail address of the representative of the member of the grouping]</i>
7. Attached is a copy of the originals of the following documents: <i>[Check the box (es) corresponding to the original documents attached]</i> <input type="checkbox"/> Document of registration, registration or constitution of the firm named in 2 above, in accordance with paragraph 4.1 of the IC

### Form FIN - 2.1

#### Financial situation

Name of candidate : \_\_\_\_\_ Date : \_\_\_\_\_

Name of party in EG : \_\_\_\_\_ AAO No.: \_\_\_\_\_

To be completed by the candidate and, in the case of a Groupement d'Entreprise (GE), by each party.

<b>Financial data in FCFA equivalent</b>	<b>History for the last three (3) years (equivalent in thousands of FCFA)</b>		
	Year 1	Year 2	Year 3

Balance sheet information			
Total assets (TA)			
Total liabilities (TP)			
Net wealth (PN)			
Availability (D)			
Commitments (E)			
Information on income statements			
Total revenue (RT)			
Profits before taxes (BAI)			

- The following are copies of the financial statements (balance sheets, including all related notes, and income statements) for the years specified above and which meet the following conditions:
- a) They must reflect the financial situation of the candidate or the Party to the EG, and not that of the parent company or subsidiaries.
  - b) Past financial statements must be audited by a certified public accountant
  - vs) Financial statements must be complete and include any notes appended to them
  - d) Financial statements must correspond to accounting periods already completed and audited (partial period financial statements will not be requested or accepted)

**Form FIN - 2.2**

**Average annual turnover of construction activities**

Name of candidate: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name of party in EG: \_\_\_\_\_ AAO No.: \_\_\_\_

Annual turnover data (construction only)		
Year	Amount and currency	FCFA equivalent
	_____	_____

	_____	_____
	_____	_____
	_____	_____
	_____	_____
* Average turnover of construction activities	_____	_____

\* The average annual turnover for construction activities is calculated by dividing the total scheduled payments for work in progress by the number of years specified.

**FIN 2.3 form**

**Financing capacity**

Indicate the sources of financing (liquidity, unencumbered real assets, lines of credit and other financial means necessary for the cash flow requirements related to the work relating to the contract (s) considered, net of the commitments made by the Candidate under other contracts as required.

Source of funding	Amount (FCFA equivalent)



1.	
2.	
3.	
4.	

**Form EXP - 3.1**

**General construction experience**

Name of candidate: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Party at EG: \_\_\_\_\_ AAO No.: \_\_\_\_\_

Month/ year of departure *	Month/ final year	Market identification	Role of the candidate
_____	_____	Contract Name :	_____

Month/ year of departure *	Month/ final year	Market identification	Role of the candidate
		Brief description of the Work carried out by the candidate : Name of Client : Address :	
_____	_____	Contract Name : Brief description of the Work carried out by the candidate : Name of Client : Address :	_____
_____	_____	Contract Name : Brief description of the Work carried out by the candidate : Name of Client : Address :	_____
_____	_____	Contract Name : Brief description of the Work carried out by the candidate : Name of Client : Address :	_____
_____	_____	Contract Name : Brief description of the Work carried out by the candidate : Name of Client : Address :	_____
_____	_____	Contract Name : Brief description of the Work carried out by the candidate : Name of Client : Address :	_____
_____	_____	Contract Name : Brief description of the Work carried out by the candidate : Name of Client : Address :	_____

\* Enter the calendar year starting with the oldest.

**Form EXP - 3.2 a)**  
**Specific construction experience**

Name of candidate: \_\_\_\_\_ Date: \_\_\_\_\_  
Name of EG party: \_\_\_\_\_ AAO number: \_\_\_\_\_

Similar contract number : ____	Information		
Contract identification	_____		
Date of grant Completion date	_____ _____		
Role in the Contract	<input type="checkbox"/> Entrepreneur	<input type="checkbox"/> Assembler	<input type="checkbox"/> Subcontractor
Total amount of the contract	_____		FCFA _____
In the case of a party to a GE or a subcontractor , specify the contribution to the total amount of the contract	_____ %	_____	FCFA _____
Name of Client :	_____		
Address :	_____ _____		
Telephone / Fax Number :	_____		
E-mail address :	_____		

**Form EXP - 3.2 a) (continued)**  
**Specific construction experience (continued)**

Name of candidate: \_\_\_\_\_

Name of party at GE: \_\_\_\_\_

Similar contract no. :	Information
Description of the similarity in accordance with Sub-criterion 3.2 a):	
Amount	_____
Physical size	_____
Complexity	_____
Methods / Technology	_____
Other characteristics	_____

**Form EXP - 3.2 b)**

**Specific construction experience in the main activities**

Name of candidate: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Party at GE: \_\_\_\_\_ AAO No.: \_\_\_\_\_

	Information		
Contract identification	_____		
Date of grant Completion date	_____ _____		
Role in the Contract	<input type="checkbox"/> Entrepreneur	<input type="checkbox"/> Assembler	<input type="checkbox"/> Subcontractor
Total amount of the contract	_____		FCFA _____
In the case of a party to the GE or a subcontractor, specify the participation in the total amount of the contract	_____ %	_____	FCFA _____
Name of Client :	_____		
Address :	_____ _____		
Telephone / Fax Number :	_____		
E-mail address :	_____		

**Form EXP - 3.2 b) (cont.)**

**Specific construction experience in the main activities (continued)**

Name of candidate: \_\_\_\_\_

Name of party at GE: \_\_\_\_\_

	Information
Description of the main activities in accordance with Sub-criterion 3.2 (b):	

**Equipment**

**MAT Form**

The Respondent must provide details of the proposed material in order to establish that it has the ability to mobilize the key material listed in the qualification criteria. A separate form will be prepared for each piece of equipment appearing on the list, or for replacement equipment proposed by the Respondent.

Piece of equipment		
Equipment Information	Manufacturer's name	Model and power
	Capacity	Year of manufacture
Current position	Present location	
	Details on current commitments	
Origin	Indicate the source of the material <input type="checkbox"/> in possession <input type="checkbox"/> for lease <input type="checkbox"/> for lease purchase <input type="checkbox"/> specially manufactured	

The following information will be omitted for material in the possession of the Respondent.

Owner	Owner's name	
	Owner's Address	
	Phone	Name and title of the contact person
	Fax	Telex
Agreements	Lease / lease-purchase / manufacturing agreement details	
.....		
.....		

**Staff**

**PER -1 form**

Proposed staff

The Respondent must provide the names of personnel having the required qualifications. Information concerning their experience should be indicated in the Form below to be completed for each candidate.

<b>1.</b>	<b>Job designation</b>
	<b>Last name</b>
<b>2.</b>	<b>Job designation</b>
	<b>Last name</b>
<b>3.</b>	<b>Job designation</b>
	<b>Last name</b>
<b>4.</b>	<b>Job designation</b>
	<b>Last name</b>

**PER-2 form**

Curriculum vitae of the proposed staff

<b>Candidate Name</b>
-----------------------



<b>Post</b>		
<b>Personal information</b>	<b>Last name</b>	<b>Date of Birth</b>
	<b>Professional qualifications</b>	
<b>Current employer</b>	<b>Name of employer</b>	
	<b>Employer's address</b>	
	<b>Phone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Position</b>	<b>Number of years with this employer</b>

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

<b>From</b>	<b>To</b>	<b>Company / Project / Position / relevant technical and managerial experience</b>

**MTC form**

**Contracts / Work in progress**

The Candidates and each partner of the consortium must provide information concerning their current commitments for all contracts awarded, or for which they have received an award notification, etc..., or for contracts nearing completion, but for which an unreserved provisional acceptance certificate has not been issued by the Client.

<b>Contract title</b>	<b>Client , contact address / phone / fax</b>	<b>Value of work remaining to be performed (equivalent FCFA)</b>	<b>Expected completion date</b>	<b>Average monthly invoice amount over the last 6 months (FCFA / month)</b>
1.				
2.				
3.				
4.				
5.				
etc.				

**Tender guarantee model (bank guarantee)**

*[The bank fills in this tender guarantee template according to the indications in square brackets]*

*[Insert the name of the bank, and the address of the issuing agency]*

*Beneficiary: [Insert name and address of Contracting Authority]*

Date: *[Insert date]*

**Tender guarantee no. :** *[Insert guarantee number]*

We have been informed that *[Name of Candidate]* (hereinafter referred to as “the Candidate”) has responded to your call for tenders no. *[Insert n ° of the invitation to tender]* for carrying out the Work of *[Insert description of the work]* and submitted its offer to you on *[Insert date of submission of the offer]* (hereinafter referred to as “the Offer”).

Under the provisions of the Invitation to Tender file, the Offer must be accompanied by a tender guarantee.

At the request of the Candidate, we *[Insert name of the bank]* hereby undertake, without reservation and irrevocably, to pay you on first request, any sums of money that you could claim within the limit of *[Insert the sum in FCFA or an equivalent amount in a freely convertible international currency]*. \_\_\_\_\_  
*[Insert sum in words]*.

Your request for payment must be accompanied by a declaration attesting that the Candidate has not performed one of the obligations to which he is bound by the Offer, namely:

- a) if he withdraws the Offer during the period of validity that he specified in the letter of submission of the offer; or
- b) if, having been notified of the acceptance of the Offer by the Contracting Authority during the period of validity as indicated in the letter of submission of the offer or extended by the Contracting Authority before expiry of this period, he:
  - 1. does not sign the Contract ; or
  - 2. does not provide a guarantee of proper performance of the Contract, if it is required to do so as provided for in the Instructions to candidates.

This warranty expires:

- (a) if the contract is awarded to the Candidate, when we receive a copy of the signed Contract and the performance bond issued on your behalf, as instructed by the Candidate ; or
- (b) if the Contract is not awarded to the Candidate, on the earlier of the following dates: (i) when we receive a copy of your notification to the Candidate of the name of the successful candidate, or (ii) twenty-eight (28) days after the expiry of the period of validity of the Offer *[Remind this period specified in the DPAO. 90 days in this case]* as specified in the DPAO and in the candidate's letter of submission.

Any request for payment under this guarantee must be received by this date at the latest.

In any event, this tender guarantee must be established in accordance with the provisions contained in the FAR (Federal Acquisition Regulation) and its mandatory requirements.

Name: *[full name of the signatory]* Title *[legal capacity of the signatory]*

Signed *[signature of the person whose name and title appear above]*

## **Certificate of financial capacity or availability of credit**

[The funding body completes this certificate in accordance with the instructions in square brackets. The format of the certificate must not be changed. No other document will be accepted.]

Reference No *[Insert the reference number of the certificate]*

1. We, the undersigned [Insert the full name of the organization], certify by the  
Presents that the company [Insert the complete name of the client] is a client of our  
[Insert type of organization] <sup>1</sup> and maintain account No. [Insert account number  
Of the client] opened in our books.

2. [Please choose between the two (02) financing options]

a) We undertake to grant the company [Insert the full name of the customer] a line of credit up to  
[Insert the amount to be granted] CFA francs, in the event that it is declared the holder of  
[contract / lot N °] relative [Insert the title of the contract or the lot], within the framework of  
the call for tenders [Insert the references of the call for tenders] bearing [Insert the title of the  
call for tenders] initiated by [Insert name of contracting authority].

*Or*

b) In addition, we confirm that the company [Insert the complete name of the client] has liquid  
assets of at least [Insert the available amount] of CFA francs, in the event that it is declared the  
holder of [contract / lot N °] relative [Insert the title of the contract or the lot], within the  
framework of the call for tenders [Insert the references of the call for tenders] bearing [Insert  
the title of the call for tenders] initiated by [Insert name of contracting authority].

3. In witness whereof we deliver this certificate to serve and assert that of right.

Done at [Insert the name of the city and the date of signature of this certificate]

Signature [insert signature]

Name [Insert the full name of the person signing this certificate].

As [indicate capacity of signatory]

**SECOND PART:**

**Technical specifications of the works**

## **PARTICULAR TECHNICAL REQUIREMENTS (C.P.T.P)**

<b>A. GENERAL INDICATIONS AND DESCRIPTION OF THE WORK</b>
---

### **A – GENERAL INFORMATION**

#### **1- GENERAL CONDITIONS**

##### 1.1 General information

This book of special technical clauses (CCTP) establishes the technical requirements, the methods of execution, the mode of remuneration specific to the work covered by this contract and the specific features allowing to optimize the protection of the environment and the socioeconomic environment.

The materials, products and components used for the work must comply with the stipulations of the contract.

### 1.2 Control - Laboratory - Unplanned tests

The contractor is responsible and on his own initiative for carrying out, by a laboratory approved by the project manager, all the identification tests provided for in this CCTP and necessary for the approval of materials by the project manager as well as all the tests of suitability and necessary for the realization of the test boards and the work. The transport to the site of the materials is conditioned by the approval of the results of the suitability tests by the project manager and the Client, failing which the materials will be systematically rejected.

In addition to the supervision and control exercised by the Project Manager, the Client may entrust an organization with all the geotechnical controls, in situ and in the laboratory, provided for in this CCTP concerning the reception of quarry materials and the quality of their implementation. These tests are the responsibility of the Client. In what follows, this organism is referred to by the laboratory.

Laboratory tests, for the reception of certain materials or the quality control of certain works, may possibly be requested by the Project Manager. They will then be carried out, at its expense, by the laboratory.

### 1.3 Supply of equipment and materials

The contractor will take all reasonable steps to ensure that the supplies and possible importation of the material necessary for the work are carried out within a timeframe compatible with the time limit for carrying out the work.

### 1.4 Areas intended for the use of the contractor

The contractor will carry out the research, the necessary formalities and the development of the areas intended for his use. It will bear the costs of preparing the land necessary for the establishment of site facilities, storage areas, borrowings and quarries. The establishment and development of these lands must be approved by the Project Manager who cannot refuse them without valid reason.

Whatever the choice of the contractor, as for the implantation of these sites, he remains entirely responsible for the completion of the work within the prescribed deadlines.

### 1.5 Transport of heavy equipment

The contractor must take into account any load limitations on traffic areas in the area of the Municipality.

### 1.6 Transport of materials

The Project Manager may carry out checks on the axle load of the transport vehicles at any time. The detours and the resulting loss of time are the responsibility of the contractor.



## 1.7 Familiarization with the project

Each contractor is required to familiarize himself with the various CCTPs in order to get to know the entire project, recognize the exact nature of his lot and assess the impact of the work of other trades on his own. To this end, it will be possible for him to consult all the documents.

Each entrepreneur recognizes for this purpose:

- be aware of the work to be carried out, their importance, their nature, and their conditions of execution,
- have gone on site in order to learn about the current state of the premises, the site of the site and the means of access,
- be aware of all details that could have been omitted from the plans or from the CCTP.

The complete series of plans as well as this CCTP must allow all companies to study the project, submit their proposal and carry out the work. It is understood that no increase in the accepted price may be granted during construction, for reasons of omission or imprecision, each contractor being faced with all the work necessary for the complete completion of the constructions. Supplements may possibly be granted for work resulting from a modification ordered by special service order, signed by the Employer.

In case of doubt, lack of correspondence between documents, omissions, and the contractors will immediately refer them to the architect, and this before the submission of tenders, failing which they will be held responsible for any errors that may occur and consequences of all kinds that they would entail.

Technical studies and execution plans will be the responsibility of the contractor:

- establishment of all studies and calculation notes on the basis of the Regulations and applicable standards ;
- establishment of execution plans and details of implementation.

The plans and details of implementation and assembly on site must show all the details and particular points of the execution that the project manager deems useful for the smooth running of the site. These documents will be submitted to the project manager for visa before execution.

The contractor will ask the Project Management for all the information which it deems necessary for the establishment of its offer.

Consequently, the contractor will never be able to argue that errors or omissions exempt him from carrying out all the work concerning his body of state and oblige him to ask for an additional price.

The brands, models and features of the equipment described in this specification must be respected e s. The contractor may, however, offer as a variant a financially more advantageous equipment but with the same technical guarantees and by attaching to his offer all the documents allowing to assess the characteristics and performances.

## **2 - CONSISTENCY AND DESCRIPTION OF THE WORK**

### 2.1 Objective of the work

The objective of the works is the renovation / construction of the PEACE CORPS building through the construction of works and the equipment of various materials.

### 2.2 Consistency of the work

The works include the renovation consisting of one (01) R + 1 building block with basement, three (03) R + 1 building blocks , the construction of a R + 1 block, hangar and the fence and the development of an e courtyard , the construction of a parking lot outside .

The works to be performed are:

- Earthworks
- Structural work
- Roof and ceiling
- Sanitary plumbing
- Electricity, Air conditioning, IT, Telephone and Fire safety
- Wood, Alu and Metal carpentry
- Coverings, Sealing, Thermal and Painting
- A bluntly s and other

### 2.3 Maintaining the operation of the estates and access to the existing premises

The entrepreneur may not avail himself, neither to evade the obligations of his market, nor to raise any claim, of the constraints which will result from the maintenance of the exploitation of the domains, of the circulation and of the access to the premises which he must ensure in all circumstances.

In case of bad maintenance of the sit, the restoration work will be done by the care of the Owner of and at the expense of the contractor after giving 48 hours' notice given by administrative order, or in the course of a site meeting.

All costs incurred by the execution of the prescriptions of this clause are the responsibility of the contractor.

### 2.4 Maintenance during the warranty period

During the warranty period, the contractor will be required to keep the works in good condition, and to remake the parts that become defective. This obligation will continue, if necessary, until the work has been put in a state of final acceptance.

The repair work will be carried out by the contractor, at his expense and under his responsibility and he must have undertaken them within twenty (20) days from the date of notification of the service order prescribing their execution. .

Throughout the warranty period, the contractor will be directly responsible towards third parties for accidents that may result from insufficient maintenance even if this has not been reported to him by the Client.

### 2.5 Restoration of the premises

After completion of the whole, the contractor will be required to remove all materials, tools, machinery that would not be the property of the Owner.

He will have to remove excess excavation, clean up and restore the site. These removal, cleaning and restoration work must be carried out within a maximum period of **thirty (30)** calendar days, from the provisional acceptance.

### 2.6 Proofing plans

After execution of the works and before provisional acceptance, the contractor will provide the Client at his expense in **four (4) copies**, the final plans in conformity with the execution called "proofing plans", including both the plans of the works, execution of reinforced concrete, electricity, telephony and water supply and sanitation pipes.

## 2.7 Worksite identity signs

The contractor must report the work by means of a site identity panel bearing the following information:

- the nature of the project
- funding
- the Client
- the Project Manager
- the entrepreneur
- the execution time

- ...

## 3 - TECHNICAL FILE

3.1 The technical file is made up of this special technical clauses (CCTP) and applicable standards in the field.

### **B - ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

#### 4 - GENERAL INFORMATION

The prospecting, recognition and identification tests of materials or manufactured products with a view to their approval by the laboratory are the responsibility of the contractor. The same applies to the supply of all materials and products intended directly or indirectly for the execution of the work of this contract.

### **5 - ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

5.1 The materials must comply with the requirements of this special technical clauses (CCTP).

In each species, category or choice, they must be of the best quality, worked and implemented in accordance with the rules of the art. They are subject to acceptance by the engineer prior to their procurement. The request for acceptance must be accompanied by a proof of their qualities, by presentation of laboratory reports and / or certificates of conformity or factory approval forms, at the expense of the contractor.

Despite this acceptance and until final acceptance of the work, they may, in the event of poor quality and poor workmanship, be rejected by the engineer and they are then replaced by the contractor and at his expense.

**5.2 The contractor must provide all information or justifications on the origin of the materials proposed.** When the quantity or the circumstances justify it, it can be proceeded, with the prior agreement of the engineer, to the reception of the materials, either at the place of borrowing, or at the place of use.

Materials which, although accepted at the place of origin, would be recognized as defective on the site, will be refused and replaced at the contractor's expense.

5.3 The contractor is required to comply with the decrees and regulations in force for all matters relating to the extraction of materials.

He pays, without recourse against the Client, all the damages that may have been caused by the taking or the extraction, the transport and the deposit of the materials.

5.4 The contractor must justify, whenever required, the fulfillment of the obligations set out in this clause, as well as the payment of compensation for the establishment of site facilities and service roads.

If the contractor requests to substitute for the quarries selected after acceptance by the engineer of other quarries, the engineer can only grant him this authorization if the quality of the extracted materials is superior or at least equal to that of the materials initially planned. The contractor will then not be able to claim any modification of the corresponding market prices due to the increase in the costs of extraction and transport of materials.

The contractor may not, without written authorization, use either for the execution of private works, or for the execution of public works other than those for which the authorization was granted, the materials which he has had extracted from the quarries operated by him by virtue of the right conferred on him by the engineer.

## **6 - MATERIALS FOR BACKFILLING**

### **6.1 The materials constituting the backfill must meet the following conditions:**

- organic matter content less than 0.5%;
- plasticity index less than or equal to 20;
- percentage of elements passing through a sieve of 0.08 mm less than or equal to 20;
- chemically neutral.

## **7 - RECEPTION OF MATERIALS**

7.1 The contractor will have the material acceptance tests carried out by the laboratory at his own expense. Tests on natural materials will normally be carried out at the place of use, after supply and before installation, and must meet the required requirements.

7.2 Materials for concrete, reinforced concrete and masonry

The contractor will have the material acceptance tests carried out by the laboratory at his own expense. Tests on natural materials will normally be carried out at the place of use, after supply and before installation, and must meet the required requirements. It is about:

- the study of concrete;
- the suitability test of the concrete studied;
- the resistance of concrete to compression at 7 and 28 days of age.

The concrete should have at 7 days after crushing in compression 19 Mpa and at 28 days 27 Mpa.

The rate of concrete samples taken from cylindrical specimens  $\phi 16 \times 32$  cm will be defined by the engineer.

**a) Sands for mortars and concrete**

\* Nature and origin: The sand for mortars will be river sand.

\* Cleanliness : Concrete aggregates must not contain impurities harmful to the properties of concrete. The sand equivalent of the various aggregates taken for the concrete must not be less than seventy percent (70%) for a concrete dosed at 350 kg / m<sup>3</sup> of CPJ 45 cement or other at the discretion of the engineer.

\* Granularity : The granularity of the sands will be the best that the nature of the surrounding terrain can allow to obtain without greatly increasing the cost of obtaining the product. The maximum proportion of elements retained on the modulus 38 sieve (5 mm) must be less than ten percent (10%). In addition, they must contain by weight more than five percent (5%) of grains passing through the mold sieve 27 (square mesh of 0.4 mm).

**b) Cement for concrete**

\* Nature and provenance:

The cements must comply with the NF standard (French Standard) p. 15 302. Those used will be of the type:

- PORTLAND CPJ 4 5 cement, however other cements may be used subject to approval by the Project Manager.

As soon as a bag or a stock of cement is refused, it must be removed from the site at the contractor's diligence.

- ❖ Origin
- ❖ The cements will come from factories approved by the Client
  
- ❖ Delivery method
- ❖ The cements will be delivered in bags of fifty (50) kg at a temperature of seventy-seven (77) degrees centigrade.
  
- ❖ Adjuvants

The incorporation in the factory of any adjuvant in blast furnaces is prohibited.

**c) Steels for concrete**

\* Smooth circles

- Grade of steels:

The round and smooth reinforcements will be of grade Fe E235 as defined in chapter II of title I of fascicle 4 of the CPC.

- Field of use:

These steels will only be used:

- for mounting bars;
- for transverse reinforcement;
- if they will be exposed to folding followed by unfolding.

As a general rule, the contractor will be required to provide the Project Manager with all certificates proving the origin and class of steels to be used.

❖ High adhesion steels

- Class of steels :

The high adhesion steels will belong to the Fe E 400 types as defined in chapter II of title I of fascicle 4 of the CPC.

- Supply :

The steels will be supplied in length such that the good technical value and the economy of the works are ensured.

## **C - WORK EXECUTION METHOD**

### **8 - WORK EXECUTION PROGRAM**

#### **8.1 At the start of the work**

Within fifteen (15) days from the entry into force of the contract, the contractor must provide:

- the management organization chart and the list of site supervisory personnel with the names, qualifications and functions of the various agents;
- the execution plans including the detailed initial execution program of all the works, translated in the form of a horizontal bar schedule in order to facilitate its updating and its use.

This initial provisional program will include in particular all the information relating to:

- site installations;
- the arrangements made for the operation of the estate;

It will also specify:

- the provisions, methods and mode of execution that the contractor proposes to adopt for

the execution of works;

- the organization of resources and procedures over time and the phasing between works;
- implementation rates;
- changes in the workforce on the site;
- electrical installation plan with supporting notes for the choice of equipment;
- plumbing installation plan (Installation of sanitary appliances and rainwater drainage ( EEP) with justificatory rating of device choice;
- air conditioning installation plan with supporting notes for the choice of equipment;
- telephone installation plan with supporting notes for the choice of devices;
- civil engineering plans (structure)
- Computer circuit installation plan

The Project Manager has fifteen (15) days to present his observations on the programs submitted to him by the contractor. The engineer may require the contractor to include in his means for carrying out the work, elements (equipment and personnel) at least equivalent to those submitted in support of the tender for the purpose of evaluating the company's production capacity for the lot, subject of this contract.

The actual start of work will be subject to presentation of the detailed schedule to the engineer, without there being any impact on the planned completion date for all of the work or for any partial completion dates planned.

## **8.2 During the execution of the work**

The contractor will add to his program and to his provisional schedule at each modification of the route plans as referred to in clause 10.4 and at each request from the engineer. The new schedule will be provided by the contractor within eight (8) days from the date of notification of the new route plans or the engineer's request.

He will constantly update the actual work progress schedule and send the engineer his updated program with the frequency defined in clause 27.3 of the CCAP.

**Fifteen (15) days** before their implementation, the company will propose to the engineer for approval the:

- implementation files for reinforced concrete and masonry structures;
- files for the implementation of the electricity elements;
- implementation files for telephone elements;
- installation files for air conditioning elements;
- implementation files for plumbing elements

- application files for painting elements (samples for the choice of color, qualities etc.)
- implementation files for joinery elements (samples for the choice of pattern, qualities etc.)
- installation files for tile covering elements, (samples for the choice of color, covering qualities, etc.)
- Etc.

The Project Manager has **eight (08) days** to present his observations on the samples submitted to him by the contractor.

### **8.3 Upon completion of the work**

Within two (2) weeks after provisional acceptance, the contractor must provide the engineer with the proofing plans.

## **9 - SITE PREPARATION**

### **9.1- SITE INSTALLATION**

Site facilities include, in particular, company offices, hangars, stores, workshops, material storage and deposit areas, sanitary and security facilities ; in general, all the installations necessary for the life and work of all the personnel of the company. Given the nature of the work, these installations may be light and mobile.

All expenses relating to the establishment, maintenance, operation and retrenchment of all these installations as well as the site restoration work are the responsibility of the contractor.

In the absence of sites on free land or available to the Client, the contractor must bear all the possible costs necessary for the occupation and development of the land he has chosen. Under no circumstances is the contracting authority required to make land available to the contractor.

In general, the site must be clean and in good order and the installations, as well as the work, must not cause excessive inconvenience to the operation of the domains, nor disturb the drainage conditions of the neighboring areas of the site.

The contractor will take the necessary steps not to leave the equipment and materials scattered on the site.

The contractor will be responsible for the supply and installation of signaling devices in accordance with the stipulations of clause 2.3, as well as information panels at each entrance to the site which must be set up by the contractor in a period not exceeding fifteen (15) days after the corresponding service order, which will specify the indications that must appear on the signs.

The contractor will be responsible for the felling and grubbing of all trees and shrubs and all noxious plants over the width of the right-of-way and their removal outside the right-of-way of the works.

At the end of the work, the contractor is required to remove all his installations and temporary constructions and to restore the site to its original state.

The contractor must above all ensure the restoration of the premises.

### **9.2- DEMOLITION WORK**



All demolition works involve a succession of elementary operations, namely:

- preliminary studies
- site preparation
- actual demolition
- clearing and evacuation of demolition products

1. Types of risk

Each demolition process presents specific risks. However, in general, people carrying out demolition work are mainly exposed to the following risks:

- Fall from a height
- Level fall
- Uncontrolled collapse of all or part of the construction
- Fall and projection of materials
- Injuries resulting from the use of the equipment

The company must therefore take adequate measures for the safety of the personnel performing this task.

2. Preliminary studies

The incumbent contractor must, prior to any interventions, carry out an inventory of the existing structures and adjoining their sectors of intervention. This inventory must be carried out in the presence of the representative of the client and the project manager, upon receipt of the service order by the company. The contractor will not be able to claim any additional work related to any technical problem resulting from the non-control of existing structures.

3. Site preparation

The location of demolitions depends on the works created, modified or removed. The company must expressly superimpose the current state plans with the projected plans to determine the structures to be demolished according to the nature of the materials.

The company must carry out a preliminary visit in order to make a complete examination of the structure to be demolished as well as the adjoining structures and sites. This is to know the shoring measures to be used to reinforce the slab and the structures around the slab to be demolished, take measures to avoid dropping the masses of weight on the ground floor slab and damaging the structures on the periphery. .

All the works to be kept on the plan will be kept. Only the slab to be demolished will be subjected to this demolition operation. As a result, the contractor must take all the necessary precautions to ensure that these structures are maintained in the provisional phase.

4. List of structures to be demolished

FLOOR	BLOCK	ELEMENTS TO BE DEMOLISHED
BASEMENT	VS	Non-load-bearing wall, slab for passage of the freight elevator
RDC	A , B , D	Non-load-bearing wall
	VS	Non-load-bearing wall, slab for passage of the freight elevator
R + 1	A , B , D	Non-load-bearing wall

	C	Non-load-bearing wall, slab for passage of the freight elevator
EDICULE	C, D	Demolition of non-load-bearing walls and slabs
VRD	FENCING	Demolition of the fence on the main facade
VRD	SEPTIC TANK	Demolition of pits and sumps in the right-of-way of Block D Addition

## 5. Demolition works

Demolition work includes:

Demolition of the existing slab following the limits mentioned on the plan.

The protection of the existing structures preserved, including shoring if necessary, in particular for the surrounding slabs. The company will have to take all the necessary measures not to bring any gene.

The company must take all the necessary measures to protect all the networks to be preserved. The company must respect the regulations in force.

The demolition will include:

- The demolition of the slab, partition walls, doors...
- The demolition of non-structural interior walls, including all built-in structures, thresholds, supports, etc.
- Demolition of ceilings by all appropriate means, including demolition of all integrated works (lighting, ventilation, insulation, etc.).
- Demolition by sawing only. Steels will be cut with the appropriate means (shears, chainsaws, grinding wheel).
- Passivation of visible steels.
- The reconstitution of the coating with repair mortar.
- The filling of holes in line with seals, embedments with cement mortar, plaster or any other material with a finish identical to that of existing structures.
- The execution of all the connections (cement plaster, leveling ...) identical to the existing facing.
- The demolition of all the networks...
- The protection of existing preserved works.
- The scaffolding if necessary and the shoring of the neighboring slab

The contractor must provide all scaffolding, floors and warranty barriers, rubble guard, etc. as well as all props, bracing, etc. which will prove necessary for the execution of the work. He must also, if the weather conditions make it necessary, take all measures to avoid dust projections around the site.

The company must repair any damage caused to adjoining structures. The company will use all the means appropriate to the type of demolition planned.

The means envisaged for demolition should be the subject of a methodology attached for analysis.

**Regarding the use of explosives for demolitions, it is specified that the use of explosives is prohibited.**

## 6. Evacuation of rubble and cleaning and restoration of the premises at the end of the work.

The company owes the perfect restoration of the land at the end of the work and the removal of the rubble obtained from the demolition.

At the end of the work, the entire site will be delivered clean and free of all rubble or demolition materials. It is understood that the contractor will be required to repair and rehabilitate without compensation for any damage caused by the fact of his work.

## **10 - LAYOUT OF WORKS**

As soon as the contract is approved by the Client and before the opening of works, it will be carried out by the contractor and at his expense, in agreement with the head of mission and in his presence or his representative, the establishment and staking of works provided for in the contract.

A report will be drawn up accompanied by a plan setting out the details of the operation and any modifications made to the tender project.

The layout of each structure must be done in accordance with the dimensions indicated on the plans.

The installation must be received by the Project Manager before the next phase of the work (excavations etc.).

## **11- DIGS IN WELL AND RIGOLE**

The excavation funds must be established at dimensions fixed in accordance with the execution plans given to the contractor and approved by the engineer. They must be perfectly dry for pouring clean concrete and executed, either mechanically or manually.

The contractor will establish all the drainages and equipment points that will prove to be necessary.

The cuttings from the excavations will be stored near the site if they are of good quality for later use in disposal sites approved by the engineer.

The excavated material not reused will be evacuated and deposited outside the right-of-way of the earthworks in locations authorized by the engineer, failing which the contractor alone would bear the consequences of complaints from residents.

The depths of the excavations in relation to the natural terrain will be:

- 0.60 m at least for the base.
- at least 1 m for the soles.

These excavations must be received by Control before the following phases of the work.

On the decision of the Control, the excavations could be carried out at depths greater than those indicated if the quality of the soil appears worrying.

## **12 - FILLS FROM EXCAVATIONS AND SUPPLY FILLS**

12.1. The backfill earth comes from excavated or borrowed material and must comply with the requirements defined in the “backfill materials” paragraph.

12.2. The backfill materials are free from vegetable or organic matter (less than 3% by weight). Rock cut materials with a diameter of less than 10 cm may possibly be used in backfill under conditions which are specified by the Project Manager.

12.3. The backfill will be carried out by successive layers of 20 cm after compaction.

12.4. The Engineer will advise the contractor as to the arrangements to be made in the event of an encounter with waterlogged land.

## **13 - CONCRETE - REINFORCED CONCRETE**

### **13.1. Material qualities**

- **Sand quality**

The sand must be of good quality:

- siliceous sand ;
- equivalent of Sable ES > 70 ;
- continuous grain size ;
- granular class d / D included in the range 0/4 with  $d = 0.063$  at most ;
- sand included in the specification range for concrete sands or having its fineness modulus between 2.1 and 3.5 according to the European standard (EN).

Silty sand is to be avoided, unless it complies with the aforementioned requirements. Laboratory tests are therefore compulsory.

- **Cement quality**

The cement will be of the PORTLAND CPJ 45 cement type with a strength of class 45 MPa or equivalent and a setting time of at least 1.5 hours. However, other cements may be used subject to approval by the Client.

As soon as a bag or a stock of cement is refused, it must be removed from the site at the contractor's diligence.

The cements will come from factories approved by the Client. The incorporation in the factory of any adjuvant in blast furnaces is prohibited.

- **Gravel quality**

The aggregate must come from a chemically inert rock, that is to say without action on the binder and unalterable to air and water. The recommended rocks are hard limestones, granites, porphyries, quartzite etc.

- The granular class d / D included in the 4/20 margin.
- The continuous granulation.
- Cleanliness when washing: less than 5%.
- The absolute density: between 2 and 3.

- **Quality of steels**

Will be used:

- High Adhesion FeE400 type as defined in chapter II of title I of fascicle 4 of the CPC or equivalent; for longitudinal steels;
- the art of smooth Fe E235 Round shade as defined in Chapter II of Title I of the specification of the CPC 4 ; for frames, brackets, pins, hooping frames, mounting bars, standby frames, with a diameter of less than ten (10) millimeters if exposed to bending followed by unfolding.

The concrete cover on the steels will be at least 3 cm. Practical arrangements will therefore be made to respect the 3 cm.

The steels will be supplied in length such that the good technical value and economy of the works are ensured and must be clean, free of grease, paint and rust.

### **13.2. Concrete of cleanliness**

- **Dosing of clean concrete**

For one (01) cubic meter of concrete:

- Cement 150 kg;
- Gravel 800 l;
- Sand 400 l;
- Water according to Abrams Cone Subsidence.

- **Achievement condition**

- This concrete will be used each time a concrete must be in contact with the ground : base walls, footing, etc. ;
- It will be carried out just after the excavations, so as not to expose the supporting soil of the structure to bad weather;
- Its thickness will be at least 5 cm.

### **13.3. Reinforced Concrete (BA) for footings.**

- **Concrete dosage**

- Cement dosage: 350 Kg per cubic meter of concrete.
- A formulation, ordered by the company from a laboratory, will determine the actual composition of the concrete components (cement, gravel, sand and water).
- The strength of concrete dosed at 350kg at 28 days of age must be at least 25 MPa.
- The Abrams Cone test must give a workability of between 6 and 9 cm.

- **Achievement condition**

- Manufacture and transport of concrete

The mechanical concrete manufacturing devices will be:

- either of the vertical axis type ;
- or of the shell type ;
- or of the horizontal axis type with emptying by reversing the gear.

When concrete manufacturing equipment is placed more than two (2) meters above the bottom of the transport equipment, a fresh concrete storage hopper with total and instantaneous emptying will be provided.

The constituents of the concrete will be introduced into the mechanical production apparatus in the following order: medium and coarse aggregate, cement, sand then water. The contractor will only be able to proceed differently if it is demonstrated that this results in better homogeneity of the concrete components. In all cases, the manufacture of dry mixes with a view to subsequent addition of water is prohibited.

The mixing time will be proposed by the contractor and approved by the Client. The maximum time between the manufacture of the concrete and its installation in the formwork, the means of transporting and unloading the concrete in the formwork, will be subject to the approval of the engineer. The latter may make its approval conditional on obtaining the results of a suitability test on the transported concrete.

The use of any adjuvant will be subject to the approval of the Client.

- **Placement and hardening of concrete.**

The placement of the concrete will be completed by vibration. Repetitions of concreting of visible parts of the structures will only be tolerated on condition that they merge strictly with the formwork joints.

- Reinforcement for reinforced concrete

They will be cold formed on the first try to the dimensions indicated on the working drawings or in accordance with the recommendations of the results of the technical study ordered by the contractor and approved by the engineer.

No deformation of these reinforcements will be allowed apart from the shaping provided for in the project. In particular, it is strictly forbidden to bend the reinforcements for transport or to deflect them temporarily after installation in the formwork: any reinforcement which happens to be deformed must be replaced and not straightened.

Any welding, even simple fixing, is prohibited.

#### **13.4. Reinforced Concrete (BA) for outriggers, columns, tie-downs, beams and slabs**

- **Concrete dosage**
  - Cement dosage: 350 Kg per cubic meter of concrete.
  - A formulation ordered by the company from a laboratory, will determine the actual composition of the concrete components (cement, gravel, sand and water).
  - The strength of concrete dosed at 350kg at 28 days of age must be at least 25 MPa.
  - The Abrams Cone test must give a workability of between 6 and 9 cm.
  
- **Achievement condition**
  - **Manufacture and transport of concrete**

The mechanical concrete manufacturing devices will be:

- either of the vertical axis type ;
- or of the shell type ;
- or of the horizontal axis type with emptying by reversing the gear.

When concrete manufacturing equipment is placed more than two (2) meters above the bottom of the transport equipment, a fresh concrete storage hopper with total and instantaneous emptying will be provided.

The constituents of the concrete will be introduced into the mechanical production apparatus in the following order: medium and coarse aggregate, cement, sand then water. The contractor will only be able to proceed differently if it is demonstrated that this results in better homogeneity of the concrete components. In all cases, the manufacture of dry mixes with a view to subsequent addition of water is prohibited.

The mixing time will be proposed by the contractor and approved by the Client. The maximum time between the manufacture of the concrete and its installation in the formwork, the means of transporting and unloading the concrete in the formwork, will be subject to the approval of the Client. The latter may make its approval conditional on obtaining the results of a suitability test on the transported concrete.

The use of any adjuvant will be subject to the approval of the contracting officer

- Placement and hardening of concrete.

The placement of concrete will be completed by vibration. Repetitions of concreting of visible parts of the structures will only be tolerated on condition that they merge strictly with the formwork joints.

#### Mold walls

The facings seen will be made using careful formwork as defined in paragraph 1.5 of article 17 of fascicle 65 of the CPC, these are:

#### Neat formwork

The formwork joints will be placed in a regular manner; the arrangements envisaged by these joints will be subject to the approval of the Client.

#### Ordinary formwork

Hidden facings will be made if they are shuttered using ordinary shuttering as defined in the same booklet (CPC booklet 65).

The rough thin formwork facings must not exhibit any of the defects listed below :

- badly erect or scalloped edges ;
- formwork panel impressions;
- traces of laitance due to formwork deformation ;
- cracks ;
- apparent air bubbles ;
- visible reinforcements.

They should be uniform in color. No stone nest should be visible and any leveling is strictly prohibited.

The hidden facings not seen of the finished work, will be leveled everywhere or the nests of stones will be visible and in particular at the times of concreting, then will be brushed with two (2) layers of tar.

#### Reinforcement for reinforced concrete

They will be cold formed on the first try to the dimensions indicated on the working drawings or in accordance with the recommendations of the results of the technical study ordered by the contractor and approved by the engineer.

No deformation of these reinforcements will be allowed apart from the shaping provided for in the project. In particular, it is strictly forbidden to bend the reinforcements for transport or to deflect them temporarily after installation in the formwork: any reinforcement which happens to be deformed must be replaced and not straightened.

Any welding, even simple fixing, is prohibited.

### **13.5. Lightly reinforced concrete for paving body**

- **Quality of steels**

High Adherences of the type FeE400 with a diameter of 6 or 8 mm or equivalent will be used.

- **Concrete dosage**

- The minimum cement dosage is 350 kg per cubic meter of concrete



- A formulation ordered by the Company from a laboratory, will determine the actual composition of the components of the concrete (cement, gravel, sand and water).

- **Achievement condition**

- The mechanical concrete manufacturing devices will be:
  - either of the vertical axis type ;
  - either of the shell type ;
  - or of the horizontal axis type with emptying by reversing the gear.

When concrete manufacturing equipment is placed more than two (2) meters above the bottom of the transport equipment, a fresh concrete storage hopper with total and instantaneous emptying will be provided.

The constituents of the concrete will be introduced into the mechanical production apparatus in the following order: medium and coarse aggregate, cement, sand then water. The contractor will only be able to proceed differently if it is demonstrated that this results in better homogeneity of the concrete components. In all cases, the manufacture of dry mixes with a view to subsequent addition of water is prohibited.

The mixing time will be proposed by the contractor and approved by the Client. The maximum time between the manufacture of the concrete and its installation in the formwork, the means of transporting and unloading the concrete in the formwork, will be subject to the approval of the Client. The latter may make its approval conditional on obtaining the results of a suitability test on the transported concrete.

The use of any adjuvant will be subject to the approval of the Client.

- The thickness will be at least 10 cm; and the reinforcement of the paving body will be made up of a grid of bars of diameter 6 mm twisted or 8 mm type High adhesion spaced 25 or 30 cm apart as indicated by the execution plans.

## **14 - MASONRY**

### **14.1 Material qualities**

- **Sand quality**

The sand must be of good quality:

- Siliceous sand ;
- Equivalent of Sable ES > 70 ;
- Continuous granulometry
- Granular class d / D included in the range 0/4 with d = 0.063 at most ;
- Sand included in the specification range for sands for concrete or having its fineness modulus between 2.1 and 3.5 according to the European standard EN,

Silty sand is to be avoided, unless it complies with the aforementioned requirements. Laboratory tests are therefore compulsory and are the responsibility of the Contractor.

- **Cement quality**

The cement will be of the CPJ type 45 with a resistance of class 45 MPa or equivalent and a setting time of at least 1.5 hours.

- **Quality of concrete blocks**

Cement chipboard bricks will be:

- manufactured in accordance with prescribed dosages;
- made on a horizontal and flat surface and under shelters;
- watered two (02) times a day during the first week of manufacture;
- used only when they have reached a maturity of four (04) weeks.

#### **14.2 Masonry of 20 solid for base**

- Dosage of mortar for making solid concrete blocks: 300 kg per cubic meter of sand;
- Dosage of mortar for wall mounting mortar: 350 kg per cubic meter of sand;
- The height of the base must be:
  - o at least 60 cm in flat areas and
  - o at least 45cm on sloping ground ; in this case an offset will be made each time the base reaches the value of 75 cm.

Contrary provisions must be approved by the control and the Client. The verticality of the re-entering or exiting angles must always be satisfactory to the eye, the plumb line will be used for the plumbing.

If the admissible tolerances are exceeded, the demolition and reconstruction of the defective elements will be required at the expense of the contractor.

#### **14.3 Masonry of 20 and 15 hollows for elevation**

- Dosage of mortar for making concrete blocks of 20 and 15 hollows: 350 kg per cubic meter of sand;
- Dosage of mortar for wall mounting mortar: 350 kg per cubic meter of sand;

The verticality of the re-entering or exiting angles must always be satisfactory to the eye, the plumb line will be used for the plumbing.

If the admissible tolerances are exceeded, the demolition and reconstruction of the defective elements will be required at the expense of the contractor.

#### **14.4 Masonry of 15 and 10 solid**

- Dosage of mortar for making concrete blocks of 15 and 10 full: 300 kg per cubic meter of sand;
- Dosage of mortar for wall mounting mortar: 350 kg per cubic meter of sand;

Contrary provisions must be approved by the control and the Client. The verticality of the re-entering or exiting angles must always be satisfactory to the eye, the plumb line will be used for the plumbing.

If the admissible tolerances are exceeded, the demolition and reconstruction of the defective elements will be required at the expense of the contractor.

#### **14.5 Hollow body of 15 for the slab**

Dosage of mortar for the manufacture of 15 bodies for the slab: 500 kg per cubic meter of sand;

Contrary provisions must be approved by the control and the Client.

### **15 - COATING S AND PLASTER S**

#### **15.1 Material qualities**

- **Sand quality**

The sand must be of good quality:

- Siliceous sand ;
- Sand equivalents  $ES > 70$  ;
- Continuous granulometry
- Granular class  $d / D$  included in the range  $0 / 1.25$ ;
- Sand included in the specification range for sands for concrete or having its fineness modulus between 2.1 and 3.5 according to the European standard EN,

Silty sand is to be avoided, unless it complies with the aforementioned requirements. Laboratory tests are therefore compulsory and are the responsibility of the Contractor.

- **Cement quality**

The cement will be of the CPJ type 45 with a resistance of class 45 MPa or equivalent and a setting time of at least 1.5 hours.

#### **15.2. Vertical plasters**

- The plaster on walls will be carried out on the interior and exterior faces of all the walls and other necessary places;
- The thickness of the coating should be between 1.5 cm and 2 cm. Thicknesses exceeding 2 cm will be made in several layers of maximum thickness per layer equal to 2 cm.
- The dosage of the mortar will be at least 400 kg per cubic meter of mortar.
- The renderings will be jointed for the exterior walls.

#### **15.3. Horizontal plasters**

- The rendering on horizontal surfaces will be carried out on the interior faces of the slabs and other necessary places;
- The thickness of the plaster must be between 1.5cm and 2cm. Thicknesses exceeding 2 cm will be made in several layers of maximum thickness per layer equal to 2 cm.

- The dosage of the mortar will be at least 400 kg per cubic meter of mortar.

#### **15.4. Tiles and marbles on horizontal porcelain stoneware surfaces**

- The tiles will be made on the ground;
- They will be of the porcelain stoneware type of uniform color in their thickness and of first choice;
- The color and the format, will be retained in consensus with the Client and the Project Manager on the proposal of the company.
- The thickness of the heart or the marble will be at least 7 mm.

Any tile or marble that will be installed without having received the prior approval of the project manager or engineer will be removed and replaced at the contractor's expense.

#### **15.5 Tiles on vertical earthenware surfaces**

- the tiles on the wall will be made in the sanitary facilities and all other places indicated by the Project Manager;
- they will be of the earthenware type and of first choice;
- the color and the format will be retained in consensus with the Client and the control on the proposal of the company.

#### **15.6 Tile plinth in the premises**

- the tile plinths will be installed in the office;
- they will be of the smooth porcelain stoneware type with a solid color in their thickness and of first choice;
- the color and the format will be retained in consensus with the Client and the Project Manager on the proposal of the company.

### **16 - WOOD - METAL JOINERY**

#### **Normative texts**

The works will be studied and executed in accordance with the texts in force and more particularly the provisions in their latest updates.

The following list of normative and DTU texts relating to the work of this C.C.T.P. is not exhaustive.

- DTU 37.1, Metal joinery
- Technical Clauses Book (NF.P.24.203-1)
- Book of special clauses (NF.P.24.203.2)
- DTU 32.1, Metal construction, Steel frame
- Technical Clauses Book
- Special clauses book
- - DTU32.2, Metal construction, Aluminum alloy frame
- Specifications (NF.P.22.202.1)

- Book of special clauses (NF.P.22.202.2)
- - DTU33.1, Curtain facades, semi-curtain facades, panel facades
- Technical clauses book (XP.P.28.002.1)
- Special clauses book (XP.P.28.002.2)
- DTU 33.2, Dimensional tolerances of the shell intended to receive curtain, semi-curtain or panel facades (XP.P.28.003)
- DTU 36.1 / 37, Choice of windows according to their exposure and flag
- - DTU 39, Mirroring - Glazing
- Book of technical clauses (NF.P.78.201.1), Amendments A1 and A2 to the CPT
- Book of special clauses (NF.P.78.201.2)
- - AL rules (DTUP22.702), Design and calculation rules for aluminum alloy frames
- - Calculation rules for steel constructions CM66 (DTUP22.701) and addendum
- - AL rules (NV.65 (DTUP06.002), rules defining the effects of snow and wind on constructions
- - Thermal regulations 2000
- - CPTG rules applicable to painting, glazing, mirroring work
- - NF P 20 502 (EN 1026). Windows and doors. Air permeability. Test method.
- - NF P 20 507 (EN 12207). Windows and doors. Air permeability. Classification.
- - NF P 20 505 (EN 1027). Windows and doors. Water tightness. Test method.
- - NFP 20 509 (EN 12208). Windows and doors. Water tightness. Classification.
- - NFP 20 503 (EN 12211). Windows and doors. Wind resistance. Test method.
- - NFP 20 508 (EN 12210). Windows and doors. Wind resistance. Classification.
- - CSTB notebook n ° 2137 of September 1995. Dynamic tests on the opening elements.
- - XP 28 004. Curtain facades. Performance of the finished work.
- - Standard XP P 24 400 of July 1998. Profiles with thermal break.
- - Standard XP P 24 401 of December 1999. Aluminum carpentry with thermal break
- - Standard NF EN 13051 of April 2002. Curtain facades. Water tests.
- - CSTB 3042. Climatic conditions to be considered for the calculation of the maximum and minimum temperatures of the glazing.
- - CSTB 3098 notebook of November 2000. Glass rebates for exterior joinery method for determining the useful height.
- - Professional recommendations concerning the use of sealants for the waterproofing of "joints" of the National Union of facade joints
- - Common directives for the approval of windows and light facades (UEATC)
- - Professional rules for the manufacture and implementation of curtain walls (SNFA)

- - Professional recommendations for the design, manufacture and implementation of metal windows (SNFS)
- - specifications for the implementation work of glass materials in the building of the Technical Office of glass materials (TECMAVER)

Other documents to use

- - Technical opinions from C.S.T.B
- - E.W.A.A specifications
- - French standards
- - Safety rules against fire risks (Labor Code)
- - Technical instructions for smoke extraction - French standards
- - Technical instruction n ° 249, relating to facades (caulking, joints, etc.)
- - Safety rules against falling people (standard NF.P.01.012), impact tests
- - Rules and impact resistance tests for vertical construction works (standard NF P 08.301)

When the use of non-traditional techniques is required, they must hold a technical opinion issued by CSTB. The Contractor shall comply with the provisions of the technical opinions relating to the products or processes considered and shall obtain an opinion from the client.

### **CONSISTENCY OF THE WORK**

The Company's service includes the supply and installation of all exterior joinery works shown on the plans and defined in this CCTP

The contractor will provide for the obtaining of the agreements of the control office and the security services, including the ATEX procedures if necessary:

- Studies, working drawings and details of the works, calculation notes to be submitted to the Project Manager, before any start of production
- Reservation plans and incorporation into adjacent structures

The service includes:

- The actual carpentry and mirroring works and including all the operating and implementation devices, according to the rules of the art and specifications of the official technical documents stated in a non-limiting manner above
- Transportation walk to work, storage, including any constraints to protect various components stored, fixtures and coltinages at all levels
- The installation, adjustment and adjustment of the works described to the prescribed clearances
- Determination of glass thicknesses
- Verification of the glazing thicknesses possibly indicated in this CCTP (non-contractual indications to be considered as "minimum")
- Verification of the interfaces between the various stakeholders (joint study with the various batches concerned by the interfaces) allowing in particular to foresee the incorporation of specific equipment as well as their connections after approval of the Project Owners and Control Office

- The necessary coordination with the companies of the various bodies of state concerned
- Holes, seals and fittings within the limits set by CCAP
- Reservations (rabbets, engravings or holes) which could not have been made by the Structural Contractor due to the Contractor of this lot who would not have supplied in the plan of its works
- Supply and installation of anchoring brackets
- Gun seals and necessary fixing welds
- Supply and installation of glazing beads
- The protective or surface treatment of metals within the limits set in this document
- Provisional protection of works delivered finished on site
- The supply and installation of gaskets intended to ensure the watertightness between the facade structure and the works described in this document as well as the supply and installation of gaskets around the openings of the exterior joinery
- The supply and installation of all fire protection caulking between concrete facade elements and curtain walls, in order to ensure compliance with the regulations in force and in particular with the requirements of technical instruction n ° 249
- The tests and inspections prescribed in this document
- The supply of samples of the glazing of hardware and finishing elements requested by the Project Manager for approval
- The supply and installation of plugs, self-drilling sockets and other fastening systems not incorporated in the Structural Work, as well as wedging cleats
- The supply of specific devices allowing the treatment of expansion joints on the facade, including stuffing by sealing joint and cover
- The supply of fixing devices (rails, sockets, cleats), when these must be incorporated in the casting, at the locations shown on the plans established by this lot after a detailed study carried out with the holder of the lot concerned
- The supply and installation of all the elements constituting the exterior woodwork and the mirrors, including all supplies and layout constraints work necessary for a perfect finish, to obtain the minimum characteristics defined in this paper
- Supply and installation of hardware, including oiling and greasing
- All trim, both interior and exterior, including mud flaps, connecting elements, etc.
- Equipment and Mirror glazing (glass materials and presentation products work)
- Self-checking sheets for glass elements
- All joints and waterproofing devices.

The service also includes all the following additional devices:

- Temporary protection devices (in particular for structures that are very exposed or whose installation cannot be carried out in the final phase)
- The development of one or more prototypes within the limits set in this document
- The final cleaning before reception, on a date to be specified by the Project Manager, of all the works, as well as the removal of temporary protection devices
- As a general rule, all the supplies, installation constraints necessary for the delivery of assemblies in perfect working order and of a perfect finish and all the safety devices necessary for the execution of this work :
- The scaffolding and equipment necessary for carrying out the work, in accordance with the safety standards and rules in force

- Checks that the opening frames are operating correctly, etc.

## **16.1. Wooden doors**

The wooden doors will be made with premium iroko or fake teak wood.

### **16.1.1 Disassembly and assembly of wooden doors including frame**

This section includes all acquisition work for the door and its accessories (frame, lock, hinges and other) and installation.

Its destination will conform to the dimensions of the plan.

### **16.1.2. Hardwood door and frame including all constraints**

This section includes all acquisition work for doors, frames and accessories (frame, lock, hinges and other) and installation.

The destination will conform to the dimensions of the plan.

The models, types and brands will be defined by the control and the Client on the proposal of the company.

## **16.2. Door and metal frame**

### **16.2.1 Metal pre- frames**

Supply and installation of galvanized steel pre-frames for each frame placed in a tunnel in the masonry.

The destination will conform to the dimensions of the plan.

The models, types, brands and thickness of the sheets will be defined by the control and the Client on the proposal of the company.

### **16.2.2 Metal doors**

This section includes all acquisition work for metal racks and accessories (frame, lock, hinges, etc.) and installation.

The destination will conform to the dimensions of the plan.

The models, types, brands and thickness of the sheets will be defined by the control and the Client on the proposal of the company.

## **16.3. Door and frame in glazed aluminum**

### **16.3.1 Aluminum frame**

Present folder, exterior joinery in aluminum profiles, from TECHNAL of the TOPAZE type or equivalent. The joinery is to be installed in a tunnel on walls made of concrete blocks, cement plaster to be painted on all sides, including tables and arches.

The joinery will be made from a system based on extruded aluminum alloy profiles, with thermal break and hidden opening, under valid technical notice, allowing:



- to respect the drawings of the Architect (width seen of the frames, mullions, crossbars, etc ...) indicated on the plans and nomenclature of the exterior joinery.
- to produce both independent frames and joinery units.

The system will benefit from CSTB approval attesting to compliance with the specifications of standard XP P 24-401.

Competitors must submit with their bid a complete file (technical opinions, diagrams) to assess compliance with the project.

The exterior appearance of the frames will be homogeneous and will allow the fixed and opening parts to be confused.

The visible width of the masses seen consisting of the entire frame and the sash of a window or patio door will be less than or equal to 70mm.

The installation will be carried out between switchboard with the reconstitution of the rebate by a galvanized steel frame rail fixed and sealed to the G.O. by spito-drilled plugs

Fixed frame made up of a tubular section with thermal break allowing the opening on the front side to be hidden. Reinforced polyamide bar type thermal break with air gap. Miter cut frame assembly. It will include a support piece forming a water discharge.

The simple and reinforced mullions (according to the required inertia) will be assembled in a straight cut. Glass infills of 20 to 33 mm will be maintained by glazing beads. Drainage of the frame will be made through oblong holes in the built-in flap and water drainage will be invisible from the outside.

Assembly by miter cuts with aluminum crimping squares or screw pins and one or two-component glue;

Hidden opening frame in tubular lacquered aluminum profiles assembled in miter cuts with aluminum crimping squares or screw pins and two-component glue.

Tightness between the frame and the leaf provided by an EPDM median seal forming a pressure balancing chamber and by an internal baffle seal.

Fitting by reversible aluminum hinges with stainless steel pin and sheath.

All the visible elements will be provided with a final coating or will be in stainless material in order to avoid any finishing intervention. The external volume intake seal will also form a seal with the frame using an "olive" seal.

The waterproofing will be achieved by cellular foam EPDM gaskets rotating in the corners with the main barrier in the central part.

The models, types, brands and thickness of the aluminum will be defined by the control and the Client on the proposal of the company.

### **16.3.2 Glazing**

The glazing used come from known manufacturers and include the stamp thereof, which is maintained until reception. Glazing is supplied and fitted in the factory on all joinery.

The thicknesses of the glazing are given as an indication, they are considered as minima.

All the thicknesses of the glazing must respect the thicknesses recommended by the manufacturer according to the size of the volumes.

Glazing with organic interlayer or metal with dehydrating agent, sealants per metric sealing and sealing. With self-draining closed rebates, installation with suitable gaskets (rubber, silicone or IDL 303).

Insulating glazing is guaranteed for 10 years against the formation of condensation and the deposit of dust on the inside of the glazing.

The installation of the glazing in the profile rebates will be carried out using an elastomer seal meeting the specifications of the DTU 39 standard.

The glazing must be installed in the factory using plastic wedges of appropriate hardness, leaving free circulation of drainage water.

The system should allow rapid deglazing without degradation of the glazing retaining elements.

Without being less than the thicknesses given below, the thicknesses of the glazing are defined by the contractor in this chapter, taking into account the volumes to be implemented, the rigidity of the frame, the exposure of the building, the level to which are placed the volumes as well as the acoustic characteristics specified above (minimum 4/6/4).

The models, types, brands and thickness of the aluminum will be defined by the control and the Client on the proposal of the company.

The glazing must benefit from a technical opinion

The facade maker must study and calculate the nature and thickness of each glazed component according to the size of the glazing

The indications given in this CCTP are only "minima" that should be observed.

The glazing thickness calculation notes will be provided on request, to the project management and to the technical inspector.

Calculation of the solar factor resulting from the spectrophotometric characteristics of glass elements

Glazing must be installed and maintained in such a way that they can never, during installation or after this, suffer injuries or stresses likely to alter or break them, whatever the origin (except accidental shocks and unpredictable movements of the structural work, etc.)

The materials used to caulk the joint must not clamp the glass materials. In addition, they must ensure that the rebates are watertight and airtight.

Tempering of the glasses will be provided according to the cases of use making it necessary

For all the toughened glazing, included in the composition of all the works of this batch, the "Heat Soak" treatment will be requested

The treatment procedure will be carried out by means of a so-called "Heat Soak" oven. The cycle breaks down into three phases:

- A climb in temperature
- Dwell at the setpoint temperature equal to  $290 \pm 10$  ° C for a minimum duration of 120 mm
- Return to room temperature

The system used must be able to guarantee that at any point of any glazing, the glazing is effectively heated to a temperature of at least 280 ° C for 120 m in, without exceeding 300 °

The Execution Project Management will draw the attention of the company by specifying that all processing certificates will be requested for each delivery to the site.

The aim is to overcome, once the glass modules work, the risk of rupture spontaneously glazing soaked due to the presence of inclusion in glass tempering output volumes .

### **16.3.3 1-leaf doors**

Entrance set with 1 leaf comprising a fixed frame in lacquered tubular aluminum profile or in glass with incorporated exterior flap receiving an EPDM seal at its inner periphery

1-leaf door, in tubular profile including frame, peripheral seal, low plinth with airtightness by brush seal.

Assemblies by miter cuts.

Door closer with sliding arm type MAB, NORMA or equivalent

Hardware with surface-mounted hinges and pre-painted aluminum lever handle assembly

Lock with safety barrel on combination to be provided in this lot.

Filling with 2-sided sandwich panels in pre-painted aluminum, fitted with EPDM gasket on aluminum glazing beads.

This joinery will be fixed by galvanized steel brackets and expansion stud anchors and placed on a preformed joint to be crushed. Additional sealing with 1st category silicone gasket.

Note: wood slat cladding identical to the exterior cladding (see exterior wood cladding set) for the door to the swimming pool locker room.

-Location: According to plan, for the door to the garage on the ground floor from the cellar, the door in the basement to the airlock and the door to the swimming pool locker room.

### **16.3.3 Double-leaf doors**

Entrance set with 2 leaves comprising a fixed frame in lacquered tubular aluminum profile or glass with incorporated external flap receiving an EPDM seal at its inner periphery

2-leaf door, in tubular profile including frame, peripheral seal, low plinth with airtightness by brush seal.

Assemblies by miter cuts.

Hardware with surface-mounted hinges and pre-painted aluminum lever handle assembly

Lock with safety barrel on combination to be provided in this lot.

Filling with 2-sided sandwich panels in pre-painted aluminum, fitted with EPDM gasket on aluminum glazing beads.

1.2 meter long vertical pull bar.

This joinery will be fixed by galvanized steel brackets and expansion stud anchors and placed on a preformed joint to be crushed. Additional sealing with 1st category silicone gasket.

### **16.4. Seals**

The elastomeric seals (EPDM) used must have the SNJF label and have obtained the guarantee coverage agreement by specialized insurances.

They are protected throughout the duration of the site against projections of plaster, waterproofing, cement and paint.

If the joints used are ineffective or risk showing defects over time, the Project Manager reserves the right to request additional sealing joints, without the Company being able to claim compensation.

The tightness between the frame and the structure (reinforced concrete, masonry) is required by this chapter.

### **16.5. Inspection and testing**

The Contractor is required to submit to the checks, verifications and tests imposed by:

- The regulations in force,
- The CSTB DTUs and Cahiers,
- The Project Manager or the Client.

In order to verify that the works manufactured by the Contractor meet the required criteria, the Contractor must provide the test reports to which his works were subjected.

These tests must have been carried out by approved laboratories and on structures having the same characteristics (composition, nature, dimensions) as those described in this CCTP.

These tests, whatever their result, are the responsibility of the Contractor and are repeated until the required criteria are obtained.

The costs relating to these operations are the responsibility of the Contractor.

In the case of a non-traditional process, the Contractor must provide all models necessary for carrying out box tests to the CEBTP. These models and these tests are the responsibility of the Contractor.

It is recalled that the Client may require tests as allows him the possibility of annex 3 of DTU37.1.

- Collection of samples. In the presence of the window maker, the client, on the advice of the project manager or his representative, chooses a window intended to be subjected to tests. This window will be marked in a visible and durable way.

In the case of batch tests, a window will be chosen and marked as above in each batch. A sample will be considered representative of the entire lot from which it was taken. Any test performed on not sampled items, as prescribed above, will not be valid.

Interpretation of the results: A window will be deemed satisfactory if it meets the characteristics set by the DPM or, failing that, the thresholds defined by standard NF P 20-302. When the window is deemed satisfactory, the lot will be recognized as such.

If the window has not passed all of the tests, the client may, depending on the nature and importance of the defects, either accept it and, thereby accept the batch, or prescribe a new test on a 2nd window taken from the same batch in accordance with the above provisions. The results of this new test will be interpreted as follows:

- a) or this test is satisfactory and the lot is accepted,
- b) or the said test did not satisfy all the tests undergone: in the latter case, the client may, depending on the nature and extent of the defects, accept the lot, with a reduction in the value of this lot, or refuse it.

In case of refusal of the batch, or of disagreement on the rate of reduction, the window maker will have the recourse to request a 3rd test by another laboratory. The sample will then be taken as before. The results will be interpreted in the same way as after the second test, with the difference that the decision of the client will be final and without appeal.

## **16.6. Guardrail**

The guardrails must comply with the following contractual documents:

- Standard NF.P.01.012 relating to dimensions
- Standard NF.P.06.001, Building operating costs
- Standard NF.EN-ISO 14122-3 (August 2001)
- Standard NF.EN-ISO 14122-3 (August 2001)

The horizontal forces undergone by the guardrails, ramps and their anchors must be calculated for a horizontal transverse force applied to their upper part of 1 KN / m with a safety coefficient of 5/3.

Guardrails must claim the C.B.T.P. compliant test classifications announced by the supplier.

The assembly must satisfy the 3 types of tests described by standard NF.P.01.013:

Tests at the support, at a horizontal static force as defined above

2) Tests at the level of the support, at a vertical static force

3) Dynamic tests on fillings

The center distances of the stiffeners given in this document are maximum centers that the company must possibly reduce to meet safety requirements.

The guardrails delivered finished on the site are protected by a polyethylene cover until reception. The removal of the covers is the responsibility of the company.

### **16.6.1 Full height guardrail**

Delivery of steel guardrails.

The guardrails will be made in accordance with the existing one.

### **16.7. Material quality**

The materials used in the composition of the works of this lot will meet the specifications of the standards set out below.

#### ***1) CHARACTERISTICS OF JOINERY***

Modular coordination: basic module, modulation of vertical and horizontal dimensions:

NFP 01.001

Dimensional and modular coordination: vocabulary, specification: NFP 01.002

Exterior metal carpentry: terminology: NFP 24.101

Technical specifications of windows, patio doors and fixed metal frames: NFP 24.301.

Window test method: NFP 20.501.

Window characteristics: NFP 20.302

#### ***2) FERROUS STEEL PRODUCTS***

Flatness of cold sections of hot rolled sheets: NF.A 37.101 - 46.402 - 46.504

Continuously galvanized sheet steel: NF.A 36.321 - 36.322 - 36.323

Pre-painted shot-blasted iron metals: NF.A 35.511 - 35.512

Stainless steel sheet: NF.A 35.572 - 35.573 - 35.574

Hot rolled, general-purpose structural steels, grades and qualities: NF.A 35.501

Structural steel with improved resistance to atmospheric corrosion: NF.A.35.502

Metallic coatings, electrical deposits of nickel and chromium: NF.A 91.101

Hot-dip galvanizing (immersion in molten zinc): NF.A 91.121

Spray metallization: NF.A 91.201

Specifically for stainless steels

- AFNOR Z2 CND 17-12 stainless steel. Standards NF.A 35.573 and 574. Finishing by "mirror" or "satin" polishing according to specifications

- AFNOR Z6 CND 16-04-01 stainless steel. "Satin" polishing finish

Hollow tubular sections: E 355 quality 3 according to standard NF.A.49.501 and 49.541 and standard NF.A.35.503 (steels for hot galvanization)

Helical welded tubes are excluded

The bent tubes will be made only from seamless tube

- fractionation plates: type Z steel with guaranteed properties in the direction perpendicular to the surface according to standards NF.A.36.201 and 202
- molded parts: according to standards NF.A.32.012, 32.050, 32.051, 32.054, 32.056 (stainless steel)

#### ***3) ALUMINUM***

Aluminum and aluminum alloys, profiles and drawn extrusions in common use, characteristics: NF.A 50.411

Aluminum and aluminum alloys, rolled products in common use, characteristics: NF.A 50.451

Aluminum, gravity castings and die castings: NF.A 57.702 - 57.703

Surface treatment of metals, anodization of aluminum and its alloys: NF.A 91.450

The families of aluminum alloys used are those classified in the 1st category of the NF.A standard.

91,450. Their copper content is limited to 1%. The choice of materials must be adapted to each part of the structure, depending on the mechanical characteristics (resistance and wear behavior). Whatever the radii of curvature, the profile must not present any cracks.

#### **4) *PRE-PAINTED GALVANIZED STEEL SHEET***

NF.A 34.301, 34.301 and 34.305, covered by the E.C.C.A. label

#### **5) *CORROSION PROTECTION***

Protection against corrosion and preservation of surface conditions of metal windows and patio doors NFP 24.351.

Anodizing of aluminum and its alloys. General specifications NFA 91.450.

#### **6) *GLASS PRODUCTS***

Drawn glass - General NFB 32.002

Uncolored glass - General NFB 32.003

Safety glass (reinforced, tempered and laminated glazing) NFB 32.500

Drawn glass for building glazing NFP 78.301

Laminated glass for building glazing NFP 78.303

Tempered glass for building glazing NFP 78.304

Safety glass NFP 78.304; NFP 78.305

Flat reinforced glass for building glazing NFP 32.305

#### **7) *SEALING STRIPS AND JOINTS***

##### ***a) General information***

Joint caulking products must be holders of an SNJF label, chosen and implemented in accordance with the "Professional recommendations concerning the use of sealants for sealing joints" published by the SNJF (National Union of Joints and Façades) in accordance with standards NFP 85.102 to 85.515.

These products must be easily accessible and covered by the ten-year guarantee.

##### ***b) Sealing strips***

TREMBAND type adhesive or similar as a secondary barrier, all metal support strips must be free of sharp edges to avoid the risk of shearing

The adhesive waterproofing strip and its implementation must be the subject of approved specifications, junction by connection in overlapping tiles.

##### ***c) V-profiles between frames***

According to technical advice and specifications of the chosen system, in perfect combination with extruded profiles. The stapling in the grooves of the light alloy profiles must satisfy the air and water tightness tests. The ten-year guarantee will cover in particular the maintenance of the sealing performance

##### ***d) Joints in pasty products***

The following materials are considered:

- 1st category elastomers of the single-component type according to the locations defined in the plans (polyurethane)

- 1st category single-component silicone elastomers for the seals on the periphery of the glazing
- butyl for crushed joints between profiles

Attention is particularly drawn to the core polymerization times which must be observed with the stress phases.

***e) Extruded joints (in accordance with standard NF.P. 85.301)***

The elastomeric profiles will be of the type:

- polychloroprene neoprene
- EPT ethylene, propylene, terpolyrene
- EPDM ethylene, propylene, diene, monomer

***f) Filler metal for welding on site***

The welds in the workshop will be carried out by semi-automatic or automatic flow. The filler metal for welding on site will have characteristics in accordance with those given in article 2.5 of the DTU 32.1 and in the special booklet n ° 66-24 bis

The electrodes for welded assembly will in principle have a basic coating. The contractor may, however, suggest other types of electrodes that he considers better suited to the work to be performed.

Filler metal electrodes for welding shall be presented in sealed packages bearing the manufacturer's mark and the indications corresponding to the prescribed quality. They must be stored in good conditions and used within a maximum period of six months after their manufacture. Workshop welds may be carried out using coated electrodes of a quality corresponding to that of the steels to be welded. These electrodes must be steamed

***g) Tests and control documents***

Control tests for steel products (rolled steel, filler metal for welding) will be carried out in accordance with AFNOR standards in force.

***h) Fasteners***

All the fasteners will be made of quality stainless steel: AFNOR stainless steel Z2 CND 17-12 (Standards NF.A.35.573 and 574) or AFNOR Z6 CND 16-04-01  
Satin or mirror polishing finish (for exposed parts)

***i) Insulating glazing***

Insulating glazing must benefit from a CEKAL opinion

***j) EXTRUDED ELASTOMERIC PROFILES FOR INSTALLING GLAZING IN ALUMINUM FRAMES***

Hot vulcanized, compact, homogeneous, conforming to NFP 83.301 in polychloroprene.

***k) CURTAIN WALL GLAZING SEAL AND SHIMS***

The choice of the type of joint backings and glazing wedges is left to the initiative of the contractor.

Its attention is drawn to the risk of incompatibility of certain products with the silicone sealant used in glazing joints.

For this reason, silicone-based products seem to be preferred.

***l) COMPATIBILITY OF MATERIALS BETWEEN THEM***

All the materials and products used by the contractor must be compatible with each other and with the supports or contiguous works likely to be in contact or incorporated.

By way of example, the holder of this lot must in particular ensure the compatibility of his materials in contact with or incorporated into concrete elements or in contact with steel elements (compatibility of

aluminum with the various components of concrete). Before any implementation, the holder will commit to this compatibility and must take into account the adaptations and recommendations made to this system by the control office.

Similarly, during the work, the contractor must ensure that no material used by other trades creates damage to his own works, if this is the case, he must inform the Project manager.

## **16.8. Execution of work - quality control**

### ***1) Manufacturing program***

From the control agreement, the contractor will submit to the control of implementing a detailed program by type of work, for facade and level of manufacturing of factory managers.

These productions must be scheduled in accordance with the general progress program by complete floors and by building.

He will also submit a complete file of manufacturing plans, facade block by facade block, with in addition the manufacturing plans for each of the components and a complete associated nomenclature.

This file will also include the detailed production quality control program, which must define the control points, their frequency, their level, any quality references (standards for example), the conformity criteria, and the control records for each component, and in particular (non-exhaustive list)

- Aluminum: quality and tolerances on the profiles: straightness, twist, flatness ...
- Aluminum panels: dimensions, deformations, flatness ...
- Lacquering profiles and panels: aesthetics, uniformity, thickness, shine, hardness ...
- Simple and insulating glazing: sealing joints, alignment of spacers, label, etc.
- Steel anchoring parts: welds, protection, finishing, dimensions, machining ...
- Rubber seals: dimensions, geometry, hardness, compatibility, appearance ...
- Inspection of assembled panels: visual, dimensions, diagonals, flatness, joints , bolting , assembly, cleaning, identification ...

In particular, the final inspection of the façade unit must be particularly precise and the acceptability criteria subject to the approval of the execution project manager.

Each week, the contractor will systematically provide the progress report of these productions as well as the “quality” self-control sheets.

The execution supervisor may send a representative to the manufacturing and assembly plant as many times as he deems necessary, in order to check the progress and quality of the products.

The company must take the necessary measures to allow this representative to carry out his mission, in particular to provide all the answers to his requests and to present all the manufacturing in progress.

### ***2) Installation program***

As soon as the order is approved, the contractor will submit to the project management a complete and detailed implementation methodology including in particular the list of all the operations and controls necessary for the installation of the facades as well as a detailed program by type of work, by facade, and by level, the installation of the frames on the site as well as the finishes.

The progress of the installation must be programmed in a logical and continuous manner by level and integrate into its progress all the particular cases such as openings and special elements as well as all the finishing touches.

Each week, the contractor will provide the progress report of this implementation as well as the “quality” self-control sheets established on the basis of the list of operations and control points.



### ***3) Procurement***

Unloading and handling must not result in:

- no permanent deformation that could affect the strength of the assemblies, the appearance and the installation of the facades and their infills.
- no degradation which may affect the performance, corrosion resistance of materials, and the aesthetics of the facade.

The contractor will ensure that the conditioning of the facade blocks and the transport conditions comply with the weight and fragility requirements of the facades.

Each apparatus containing facade cells must be wrapped in a resistant plastic film intended to protect it from rubble and dust during transport and during storage.

The contractor will also monitor the handling equipment used is appropriate to the elements to handle and allow quality development work meets the requirements of the facade.

A quality control on site will be carried out by the contractor on the site before installation and all frames showing any deterioration will be returned to the factory.

### ***4) Storage on site***

The on-site storage of facade elements must be carried out on stable devices, avoiding any deformation and any risk, both for the materials themselves and for the safety of the site.

The location of the repository must be chosen so as to avoid any risk of damage to the stored materials and the fully protected packages. The cells will in particular be stored in clean and regularly cleaned areas, located away from humidity.

The contractor must ensure that the facade cells stored on the site are protected from all materials likely to degrade them.

## **16.9. Implementation of the works**

### ***1) STORAGE ON SITE***

Structures delivered to the site, awaiting installation, must be stored away from bad weather and shocks. The storage conditions must be such that they do not undergo any deformation or deterioration.

### ***2) CHECK BEFORE INSTALLATION***

Before any installation operation, the following checks are carried out:

- accuracy of reference marks, within the limits of accepted tolerances (levels, bare, axes)
- conformity of the works carried out and directly linked to those to be installed
- conformity of the reservations made by the other bodies of work, and which must allow the operation of the works to be installed.

All the control operations mentioned above are carried out as and when the other trades progress. In the event of an error detected, it must be reported without delay, in order to allow any necessary corrections to be made on time.

### ***3) CLEANING***

At the end of its installation intervention and before the delivery of the work, the company awarded the present lot must general cleaning of all its works as stated in this CCTP. It must take into account the recommendations of the suppliers regarding the products to be used in order to avoid any deterioration (abrasives for example).

### ***4) PROTECTION AND FINISHING OF WORKS***

#### ***a) PROTECTION OF FERROUS METALS***

All non-visible steel structures to be paid for by this lot receive protection by metallization or galvanization in accordance with the stipulations set out below.

○ **Metallization**

Hot rolled profiles, protection on assembled frames.

Metallization by manual gun, after sandblasting exposing the metal (degree of stripping by abrasive projection DS 2 1/2 according to the recommendations of the ONHGPI - National Office of Homologation and Guarantee of Industrial Paints) and giving a state of surface corresponding to classification n ° 18.G (coarse) of RUGOTEST n ° 3 (Central Armament Laboratory). Operation carried out in the window or facade maker factory. Minimum thickness of zinc coating 40 microns (NF.A.91.201 standard)

○ **Galvanization**

Hot-dip galvanized protection (after chemical pickling exposing the metal, immersion in molten zinc).

Nominal "minimum" zinc load 275 g / m<sup>2</sup> on each side (standard NF.A 91.121 assimilation to NF.A.36.321).

After the protection described above and after cleaning and degreasing, application of a reactive primer paint, based on zinc powder (D.520.51 ASTM) or basic zinc chromate (NFT.31.011). This primer, the characteristics of which must be communicated to the PAINT batch, should be provided:

- On all sides not accessible after installation
- On parts damaged by grinding and welding

In the case of closed tubular profiles made of galvanized sheet steel, the protection inside the profiles must be made possible by drilling the profiles.

***b) PROTECTION BY TREATMENT BASED ON PIGMENTED POLYESTER RESIN (THERMOLAQUAGE)***

Certain aluminum parts as defined below will receive a chemical anti-corrosion and finishing treatment based on thermosetting resins in satin and pigmented TGIC powder without solvents.

The complete lacquering system must have the QUALICOAT label

This treatment, with a total thickness of 60 to 80 microns, must have a smooth and satin appearance.

The various treatment operations (chemical pretreatment, artificial drying, application of the polyester powder) must be followed immediately. The application of the polyester powder should be carried out using robotics so that the thickness is almost uniform.

The adhesion characteristics must be those of the tests which were the subject of report DLC 79.132 from Bureau VERITAS.

The color of the coating will be chosen by the architects from the extended RAL range. The coil coating will comply with standard NFP 34.601. The coating must be the subject of a ten-year guarantee of good performance and protection against atmospheric attacks and various pollution, established jointly with the applicator and covered by an insurance company.

➤ **Manufacturing control**

A production check will be carried out regularly on the profiles:

pencil hardness

- 180 ° folding on a cone
- Gardner shock
- Salt spray
- film thickness

The profiles will undergo a surface preparation before lacquering consisting of degreasing, stripping and chromating (on aluminum)

The application will be followed by polymerization at 170 - 200 ° C for approximately 15 minutes.

All visible parts will be lacquered, including hinges, handles, etc.

The on-site lacquer fittings will be limited to occasional touch-ups resulting from scratches or impacts on the lacquer coating.

### ***c) ANODIZATION***

Anodizing in accordance with Standard NF.A.91-450

All aluminum elements are protected by natural-colored anodic oxidation, satin chemical polishing finish, after mechanical brushing (coating covered by a ten-year warranty)

The anodization is according to the location of the structures:

- class 15: Thickness between 15 and 19 microns
- or class 20: Thickness between 20 and 24 microns

EWAA-EURAS quality anodization in an installation holding the EWAA label awarded by ADAI.

The anodizing operation must be carried out after complete machining of the profiles.

QUALANOD label of the Association for the diffusion of anodizing and lacquering.

Quality of anodization

Type OAA (architectural work)

### ***d) PROVISIONAL PROTECTION OF WORKS***

The company must provide all the protections necessary for the preservation of its works until reception.

The works of this lot damaged, scratched or soiled due to a notorious lack of protection, will be replaced at the expense and expense of this lot, including all ancillary work following the replacement and carried out by other trades (sealing, caulking, re-coating, painting, etc.).

All painted aluminum surfaces will be temporarily protected by adhesive strips or by a protective film that may be installed in the factory and must, if necessary, be repaired and reinforced after implementation and before carrying out any work that could damage the structures.

More resistant local protections are implemented on site, in areas particularly exposed to shocks for fragile structures or having their finishing coatings.

These protections must be able to be easily removed.

The removal of these protections prior to reception is the responsibility of this lot.

The contractor awarded this lot must ensure the maintenance of the protections until reception.

### ***e) PROTECTION AGAINST IMPACT***

The contractor of this lot will have to provide the realization of protection of the works exposed to the shocks such as, for example the glass doors (in particular the frame and edges of the doors)

These elements will be protected by a covering comprising a framework and metal cladding elements (or other). These protections must be adapted to the conditions of execution and operation (to be submitted for acceptance by the Project Manager)

Height to be protected: 1.50 m to 2.00 m depending on the type of element

### ***f) PROTECTION OF GLASS PRODUCTS***

All precautions will be taken during factory manufacture, handling, transport and implementation of the elements constituting the glazed facades in order not to damage or scratch the glass products.

In the case of scratches observed on a glazing, the contractor will have to replace them at his expense.

The contractor will also take great care in storing the glass on the site. In any case, the glass may not be stored in the sun, in a pile, in a passage area.

During the work, the contractor must protect the glass against jets of welding sparks and against any projections likely to damage the material.

## **16.10. Tolerances**

### ***1) DEFORMATIONS OF STRUCTURAL ELEMENTS***

#### ***a) Tolerances***

The constructive provisions of this lot must allow their adaptations to the structural work executed.

Consequently, joinery and curtain walls must be designed to take up the gaps both horizontally and vertically.

As defined below, the facade elements will include pre frames.

#### ***b) Receipt of supports***

It is up to the contractor of this batch to check and accept the supports before carrying out the installation of his joinery.

All the bay windows of the facades, as well as their respective rebates will be produced by the GROS OEUVRE lot in the dimensions defined in the plans of the Project Manager with the tolerances of the supports.

The company is therefore deemed to have provided the necessary constructive provisions to adapt to the supports encountered and this, as part of its package in order to respect the architectural design and position the joinery in the notions of tolerance of the supports set out below.

In the event that the supports present level deviations that are impossible to catch up, it would be up to the company to inform the Project Manager and the Client.

In the event that the media prove to be defective, it would be up to the company to inform the Project Manager. The repair of these supports would be the responsibility of the failing companies.

The fact of implementing its joinery, without making a reservation, implies the acceptance of the supports.

#### ***c) Deformation calculations***

The deformations are calculated according to the methods given in article A 4.6 of the BAEL or in the specific chapters of the Technical Specifications (CPT Floors) and following booklet of UNM "Dimensional tolerances of masonry structures".

#### ***d) Permissible deformations***

Following indications from the CCTP of the Structural work lot, the contractor of this lot will have to do all the works necessary for the right of the fixing devices allowing to catch up with the deformation tolerances of the concrete structure.

#### ***e) Reminder of the tolerances of the concrete elements on the facade***

➤ Frame installed on wall concrete and masonry

The tolerances of width, height, plumb and level of the reservations in the facade walls as well as the laying plans are governed by D.T.U 36.1 / 37.1 (French standards DTU P 23.201 and 24.203)

- Bay width and difference in plumb article 4.2 considering the second level LARGE WORK

- Height of bay and level of supports and lintels, article 4.3 considering the LARGE WORK of second level
- Installation plan table IV of article 4.4 considering the LARGE WORK of second level.

The overall tolerance of the facade wall is that defined in D.T.U 33.2 (French standard XP P 28-003) considering the class A facade.

The installation tolerance of the reservations in the wall is  $\pm 10$  mm compared to the theoretical opening marked on the plan.

- Frames placed in the thickness of the concrete wall

The tolerances of width, height, plumb and level of the reservations in the walls of the facades are governed by DTU 36.1 / 37.1 (French standards DTU P 23-201 and 24-203)

- Bay width and difference in plumb article 4.2 considering the second level LARGE WORK
- Height of bay and level of supports and lintels, article 4.3 considering the LARGE WORK of second level
- Installation plan table IV of article 4.4 considering the LARGE WORK of second level.

The installation tolerance of the reservations in the wall is  $\pm 10$  mm compared to the theoretical opening marked on the plan.

- Curtain wall

The tolerances on the concrete facade elements receiving a curtain wall are governed by DTU 33.2 (French standard XP P 28.003).

- Structural movements

The constructive provisions must allow the structures to withstand the foreseeable movements of the building without damage:

- irreversible deformations
- shrinkage of reinforced concrete
- creep
- arrows under the action of permanent loads
- reversible deformations
- dilation movements
- thermal contractions
- arrows under moving loads and climatic overloads

- 1.16.1.7 Execution tolerance of works

After assembly and adjustment, the works in this lot must respect the tolerance limits of the DTU standards.

## **2) TOLERANCES OF METAL JOINERY (TAKEN IN SHEET BOTTOMS)**

The dimensional tolerances of metal joinery are plus or minus 2 mm compared to the theoretical rectangles at the bottom of the glazing rebates. Metal joinery must not show any deformation, any trace of impact or scratch.

## **3) TOLERANCES FOR LAYING THE WORKS OF THIS LOT**

Verticality: false-plumb, deviation of:  
+ or - 2 mm for a maximum height of 3 m  
+ or - 3 mm for a height greater than 3 m  
Horizontality (levels, maximum deviations)  
+ or - 1.5 mm up to 3 m  
+ or - 2.0 mm up to 5 m  
+ or - 2.5 mm above 5 m

For curtain walls, the installation tolerances comply with article 5.14 of the professional rules for curtain facades of the SNFA.

#### **4) SPECIFIC TOLERANCES FOR GLAZING**

Tolerances lower than the current values are requested for flatness.

For exterior facings, the flatness deformations according to current information can be of three types: deflection, distortion or rollerwaere.

The measurement of the importance of the deformations with respect to a perfect reference plane must not allow the detection of a deformation of more than 1.5 mm per meter.

A check by the principle of a square grid according to the specifications below can be carried out for significant ones.

For this control, a square mesh grid with a module of 300 mm black tint will be used which will be supplied by the company.

This grid placed 2 meters in front of the inspected glazing will make it possible to verify the planimetry of volumes by visual observation of the straightness of the reflection on the exterior volume.

This test is a method of comparison with a standard of the flatness obtained in situ compared to that obtained in the factory.

### **16.11. Tests and controls**

#### **1) INTERNAL COMPANY CONTROLS**

In addition :

- in terms of supplies, the entrepreneur will ensure that the products ordered or delivered comply with the standards and any additional specifications of the market
- in terms of storage, he will ensure that those supplies which are sensitive to attacks from atmospheric agents and mechanical deformation are suitably protected.

The tests on site or in the laboratory requested by the project manager or technical inspectors will be carried out in accordance with the requirements of the corresponding DTUs.

All costs of taking, samples or analyzes as well as related repairs are due by the company regardless of the end result

#### **2) VERIFICATION BY THE CONTRACTOR**

The contractor must obtain the Atex for unconventional works to be carried out and delivered by CSTB

The project management reserves the right to have all the tests and checks carried out that it deems necessary.

The control tests for steel products (stainless steel) and glass volumes will be carried out in accordance with the AFNOR standards in force.

### **16.12. Hardware and screws**

#### **1) GENERAL CLAUSE**

The number, strength, type and method of attachment of hardware items must be changed, at no extra cost, by the company if the latter considers that the works prescribed in this document are unsuitable for their purpose.

Any item of locksmithing and hardware provided by this lot will be of first quality and guaranteed as such by the contractor and will bear the NF.Q quality stamp (French AFNOR standards or equivalent European standards).

The company will be responsible for cycling and fatigue tests and tests according to standards

Firefighters' openings will be fitted with squares in accordance with firefighter standards with possible openings from the outside as from the inside.

For the frames used for smoke extraction, the hardware must allow the operation of the frames in accordance with the legislation in force and be approved to meet the specific requirements of the smoke extraction frames.

All hardware items delivered "finished" to the site must be protected against any damage by means of a peelable film.

Moving parts of hardware items should be greased or oiled.

A review of the correct functioning of the moving parts must be carried out by the company before acceptance.

## **2) PROTECTION**

All hardware elements not treated against oxidation by dichromating or other processes must be coated before laying with a layer of lead paint or equivalent quality.

This same protection must be applied to the bottom of the notch.

## **3) LAYING HARDWARE ITEMS**

The installation of hardware items must be carried out in accordance with the requirements of article 5.4 of the

DTU n ° 36.1 (by assimilation).

## **4) SPECIAL CLAUSES RELATING TO EXTERNAL JOINERY HARDWARE**

The materials used must include a protection and a finishing touche giving a result equivalent to that of the materials from which the corresponding joinery is manufactured, unless specifically requested in the course of the CCTP.

## **5) GENERAL CLAUSE RELATING TO LOCKS**

### ***a) Temporary cylinders (construction phase)***

The Contractor of this lot must provide, for the duration of the work, the supply and installation of temporary cylinders on its doors as well as the corresponding site keys allowing the opening of all the doors of the site equipped with the same model of lock (or any another device providing the same function and developed jointly with the Contractors of the other interested lots)

The temporary cylinders are V5 type from Ets VACHETTE or equivalent, with European barrel (delivered with 3 keys).

### ***b) Final cylinders***

The final cylinders will be of the RADIAL NT type from Ets VACHETTE or equivalent reputed to be of high safety, with European barrel (delivered with 3 keys and labeled).

At the end of the work, the Contractor will remove the temporary cylinders and put in place the final cylinders.

The Contractor must take all special measures with the client for the installation of the cannons.

### ***c) Organizational charts***

- Flow chart of provisional cylinders

All the temporary cylinders must operate on passes; the different combinations are listed on an organization chart produced by the INTERIOR JOINERY batch, this one includes at least one general pass and partial passes with overlapping of the partial passes between them

The computerized management tool allowing the study of the organization chart and, in the key management maintenance service, is not to be expected.

However, for the execution of the final organization chart, the Company must provide a summary table of all the doors relating to this lot (solid or glazed door sets, etc.), according to the model approved by the project manager.

➤ Flow chart of final cylinders

To be processed by the INTERIOR JOINERY batch in the same provisions as those defined above, for the organization chart of the provisional cylinders.

## **17- ALUMINUM FAÇADE JOINERY.**

### **17.1 General description of joinery.**

Strip frame made according to the VEP process placed on the outside bare of the load-bearing facade.

These frames will include Z 275 galvanized steel pre- frames of appropriate shape fixed in the concrete structure. All the pre-frames will be completely concealed by the fixed profiles

The fixed and opening profiles will be in aluminum treated with powder coating in RAL 9002

Metallic as defined in chapter 1 above series 50 of Ets SCHUCCO or equivalent

The opening profiles will be concealed by the fixed profiles

The profiles are suitable for the thickness of the glazing as defined below

The sections of the profiles will be determined by the details of the principle established by the master at work

The planned joinery must be the subject of a technical opinion from CSTB and will include self-draining rebates.

The support pieces must have grooves and grooves for the evacuation of water as well as three of steams. These will form water discharge to the outside

The frames will include all the necessary gaskets to ensure the degrees of water, air and wind tightness to be defined in accordance with standard FDP 20.201. These gaskets will be made of vulcanized elastomer cut into the profiles.

They must be easily replaceable, glued gaskets are prohibited.

The contractor will also be responsible for all sealant joints, guaranteed for 10 years, between the facade and the frame on the one hand and between the frame and the frame on the other hand.

The glazing is held in place by clipped aluminum glazing beads ditto the frames with the interposition of extruded elastomer gaskets

The glazing joints will be welded in the corners by vulcanization.

### **17.2 Framing around the joinery**

For the facade frames on the showroom, provide an aluminum flap on the interior side due to the position of the frames in relation to the concrete wall.

### **17. 3 Swinged doors with single action**

Single-action hinged doors with 1 or 2 leaves produced under the conditions defined above, in accordance with the plans of the Project Manager including:

- Fixed frame in aluminum profiles said above



- Opening frame in aluminum profiles said above with intermediate cross member
- Brush seal in the lower part of the leaves
- Floor pivot with top and bottom paint and stainless steel cover plate.
- For doors swinging outwards:
  - PUSH series panic device from Ets VACHETTE or equivalent with RADIAL NT type safety barrel from Ets VACHETTE or equivalent on combination and maneuver on the exterior side using a lacquered aluminum lever handle, including door units
  - Door closer on each leaf type TS73V from Ets DORMA or equivalent.
- For doors swinging inwards
  - Recessed safety lock with European profile barrel, type RADIAL NT from Ets VACHETTE or equivalent on both sides on combination
  - Lever handle on 2 sides in lacquered aluminum ditto the door units
  - Cremone bolt to be fitted on semi-fixed leaf of 2-leaf doors
  - Door closer on each leaf type TS73V from Ets DORMA or equivalent

These doors are to be provided according to the indications of the plans of the Project Manager and also according to the joinery nomenclature established by the Project Manager.

#### **17.4 Armored window**

Anti-burglary, burglar-proof and burglar-proof security windows.

#### **17.5 Fixed frames with viewing window**

Fixed frames to be produced under the conditions defined above

Fixed frames will look the same as opening frames

These frames are to be provided according to the plans of the Client and also according to the joinery nomenclature established by the Client.

Attachment of the corner frame with corner profiles to be made according to the details of the Project Manager

#### **17.6 Fixed frames with vision glass**

Fixed frame to be produced under the conditions defined above, with the same appearance as the opening frames

Insulation in semi-rigid mineral wool panels mechanically fixed to the concrete wall with black veil on the exterior side, type PANOLENE FACADE from Ets ISOVER SAINT GOBAIN or equivalent.

These frames are to be provided according to the plans of the Project Manager and also according to the joinery nomenclature established by the Project Manager.

Corner frame bases with corner profiles to be made according to the project manager's detail plan

#### **17.7 Exterior glazing**

##### ***1) Vision glazing***

Single tempered solar control glazing obtained by hot spraying of a layer of metal oxide type SGG ANTELIO from Ets SAINT GOBAIN or equivalent in HAVANA tone.

Glazing characteristics:

- Light transmission: 24

- Solar factor: 0.42
- U coefficient: 5.7

This glazing is to be provided for all the viewing frames according to the location below

### **2) Enameled glass glazing**

Tempered enameled glass glazing obtained by very high temperature enameling of one side of SGG EMALIT type glazing from Ets SAINT GOBAIN or equivalent, TIN tone

This glazing is to be provided for all opaque frames, depending on the location below

## **18 - LOCKS AND METAL**

### **18.1 Quality of materials**

All materials used in the composition of the works must comply with the Standards

The company must take all the necessary measures so that contact with different metals does not cause any deterioration of one of them by electrolytic couple.

Flatness of cold sections, cold rolled and hot rolled sheets

NF.A 37.101 46.402 46.504

Continuously galvanized sheet steel

NF.A 36.321 36.322 36.323

Hot rolled, general purpose structural steels, grades and qualities

NF.A 35.501

Metallic coatings, electrical deposits of nickel and chromium

NF.A 91.102

Hot-dip galvanizing (immersion in molten zinc)

NF.A 91.121

Spray metallization

NF.A 91.201

Stainless steel sheet

NF.A35.572 - 35.573 - 35.574

All works must be executed with the greatest care. The irons must be well drawn, without tourniquets or breaks and the plates folded back.

The bends and curvatures of the sheets must be regular, the edges well erected and deburred, the connections perfectly adjusted (and watertight for external structures), the welds ground so as to be as visible as possible, the screw heads leveled.

The structures must be designed in such a way as to ensure free expansion without harming either the appearance or the water tightness.

Exterior structures made from closed tubular sections must:

- be perfectly waterproof
- have brazed angles
- be closed by means of continuous soldering or brazing
- not to be pierced.

## 18.2 Justification of performance

The company must produce, to the Project Manager, the reports attesting to the expected performance of the works:

- fire
- stability

Failure to meet this requirement, it would be responsible for all direct or indirect consequences.

## 18.3 Sealing between frames and structure

Waterproofing carried out by dry caulking after installation of the structure and at its periphery by means of 1st category elastomer profiles on the joint base, the minimum dimensions of which are given in article 4.422.2 of DTU 37.1

## 18.4 Protection of ferrous metals

The type of protection of ferrous metals is given per structure in chapter 2 of this document.

The protections correspond to the following descriptions:

### ***1) ANTI-RUST PRIMER (TO BE CHARGED BY THIS LOT) OR ELECTROZING***

Stripping by blasting abrasives at the level of care 2 ½ (or 3 if the anti-rust primer used requires it) for exterior works

Stripping by abrasive projections to degree of care 2 for interior works

The anti-rust primer applied immediately after the descaling operation must be a paint specifically formulated and advertised by the manufacturer as suitable for:

- ensure an anti-corrosion function for a maximum period of exposure to bad weather of 6 months
- constitute, by itself alone

The company of this batch must, in addition, indicate the date of application of the primer in the workshop and deliver the works to the site, so that they do not remain exposed to bad weather and not installed for more than 3 months.

In the event of insufficiency in the information received, failure to respect the prescribed deadlines or the result of the measurements carried out, the applied primer must be stripped, and the resulting costs are the responsibility of the company.

The fittings of the anti-rust primers, after installation, are the responsibility of this lot.

### ***2) OVEN-BAKED PAINT***

The interior metal frames are protected by polymerized polyester pre-paint baked in 180 ° oven suitable for receiving the finishes of the PAINT package or by any other equivalent device (Electro galvanization, cataphoresis).

### ***3) GPZ METALLIZATION ON HOT ROLLED PROFILES BEFORE MANUFACTURING***

Decalamination to degree of care 3 by automatic shot peening then coating with a layer of zinc applied by a battery of metallization guns, with a minimum thickness of 20 microns ( control according to NF A 91.201)

Leveling, in the workshop, with a nominal thickness of 30 microns using a primer rich in zinc (within the meaning of NFT 30.001) carried out after preparation of the surfaces on the parts where the protections have been degraded (by welding, grinding or others) followed by systematic degreasing

Bonding primer after assembly and before final coating after cleaning and degreasing using an appropriate solvent. This primer must be applied to all parts remaining visible or accessible after installation.

Leveling, after installation, on all parts that have been degraded in accordance with D.T.U 37.1

#### **4) 40 MICRONS METALLIZATION ON HOT ROLLED PROFILES ON ASSEMBLED WORKS**

Metallization with a manual gun after abrasive stripping of degree of care 3

Minimum coating thickness in accordance with NFA 91.201 without, in any case, being less than 40microns

Bonding primer after assembly and before final coating after cleaning and degreasing using an appropriate solvent. This primer must be applied to all parts remaining visible or accessible after installation.

Leveling, after installation, on all parts that have been degraded in accordance with DTU 37.1

#### **5) GALVANIZATION 300G / M<sup>2</sup> ON HOT ROLLED ON ASSEMBLED WORKS**

Hot-dip galvanization after chemical pickling by immersion in molten zinc. Minimum zinc mass 300 g / m<sup>2</sup> on each side (NFA 91.121)

Bonding primer applied to all parts remaining visible or accessible after installation

Leveling, after installation, on all parts that have been degraded in accordance with DTU 37.1

#### **6) Z275 OR Z225 + PPR GALVANIZATION ON COLD SHAPED PROFILES AND SHEETS (BEFORE MANUFACTURING)**

Process left to the initiative of the company, namely

- continuous hot-dip galvanized steel sheet, conforming to NFA 36.321 with a minimum zinc mass of 275 g / m<sup>2</sup> double-sided (Z 275)
- leveling, in the workshop, with a nominal thickness of 30 microns using a primer rich in zinc (within the meaning of NFT 30.001) carried out after preparation of the surfaces on the parts where the protections have been degraded (by welding, grinding or other) followed by systematic degreasing
- bonding primer after assemblies and before final coating after cleaning and degreasing using an appropriate solvent. This primer must be applied to all parts remaining visible or accessible after installation.
- leveling, after installation, on all parts that have been degraded in accordance with DTU 37.1

such as:

- continuous hot-dip galvanized steel sheet, conforming to NFA 36.321 with a minimum zinc mass of 225 g / m<sup>2</sup> double-sided (Z225) coated with a layer of GPRS weldable reactive primer with a minimum thickness of 6 microns continuously applied
- leveling, in the workshop, with a nominal thickness of 30 microns using a primer rich in zinc (within the meaning of NFT 30.001) carried out after preparation of the surfaces on the parts where the protections have been degraded (by welding, grinding or others)
- patching after installation on all parts having been degraded in accordance with DTU 37.1

### **18.3 Metal sheet door units**

#### **1) Standing sheet metal**

Made of mild steel sheet, minimum thickness 15 / 10th, hot rolled and cold profiled

Protection of interior door frames

The frames are profiled according to the type of opening or the edge of the leaves (straight or covered) it being specified that, except for door units whose performance requires it, the edges of the leaves are straight. The frames are either enveloping frames with seals (PF, CF doors), or enveloping frames and seamless frames

In concrete walls, the sleepers are of the shuttering type.

The installation of the sleepers in the concrete walls is the responsibility of the LARGE WORK lot  
When the performance of the door unit requires it, (fire) the frames and frames are fitted with seals adapted to the performance required with peelable film  
In other cases, the frames are fitted with plastic stops in suitable reservations.

The **standing sheet metal** are equipped with:

- protective casings and reinforcements to the right of the bolts and hardware accessories (lock, door closer, anti-panic device or other)
- a spreader bar (forming a threshold of 19 mm maximum height above the finished floor, when the requirements of the door sets require it)
- **spitage legs at the foot**
- the heel, the height of which is to be determined by the company, taking into account the leveling of the rough and finished floors

Number of fasteners equal to the number of hinges and 1 additional fastening on the top cross member of 2-leaf doors

- by brackets welded into masonry walls
- by bars welded to concrete walls

## **2) Door panel**

- double sheet metal door: door in sheet metal of 15/10 mm minimum thickness with internal framework ensuring perfect rigidity and flatness of the facings
- CF and PF door sets: double sheet metal leaf forming a 57 mm thick box, internal structure in 20/10 mm thick galvanized sheet steel with door closer and lock reinforcements, insulating panel core rigid and 2-sided facings in sheet steel, thickness 75 / 100th (door benefiting from favorable test report issued by an approved laboratory).

## **3) FITTING**

### **a) Hinges**

Fitting of single action doors by 4 electric hinges in blued steel, with brass ring per leaf  
(Model defined according to the type and nature of the frames and leaves)

Location

- For all the doors covered by this lot according to the doors table.

### **b) Cane beak**

Cane lock type D 452 L from Ets VACHETTE, brass faceplate, mortise.

### **c) Safety lock with 1/2 turn deadbolt, 2 sides (SSPD 1/2 T, 2 sides)**

1/2 turn deadbolt lock, type D 45 L from Ets VACHETTE, mortise with brass faceplate

Safety cannons with European profile type RADIAL NT from Ets VACHETTE on coveralls.

### **d) Cremona**

Wall mounted Cremona bolt with invisible fixing in silver-tone anodized aluminum, reference 333, brand BEZAULT with operation by button on plate

Location

- As indicated on the semi-fixed leaf of 2-leaf doors.

### **e) Compass door closer**

Rack and pinion surface mounted door closer, without locking in open position, type TS 73 FORCE 3 and 4, brand DORMA silver tone with normal arm.

*f) Closure selectors*

Zinc-plated and silver-lacquered surface-mounted closing selector to be placed in the upper part of the leaves, Reference 97 N of Ets VACHETTE .

*g) Anti-panic device*

Panic lock, PUSH 1700 series from Ets VACHETTE or equivalent with exterior side and ½ RADIAL NT cylinder cannon  
Finish and color chosen by the Project Manager from the manufacturer's range  
Equipment type 1730 with three closing points for single-leaf doors and 1730 + 1720 for sliding two leaves doors (five closing points).

*h) Current stopper (item B in the table of finish touchings)*

Door stopper in silver anodized aluminum with elastomer stopper, fixed to the floor by screwing on stamped hole, ref. 3737 des Ets BEZAULT.

*i) Lever sets (item B in the finishing touch table)*

Trim on both sides by stainless steel handle GOLF range of Ets BEZAULT including rosette crutch entry and barrel entry  
Reinforced fixing by through screw.

*j) Motorized opening door*

The entrance gate will be sliding with motorized opening.

## **18.4 SPECIFIC DOOR BLOCKS**

### ***1) LIFTING SECTIONAL DOOR***

Lifting door with hinged panels to retract into the ceiling of dimensions as indicated in planes and following locations including:

- articulated panels made up of single-skin plates in 8 / 10th sheet steel, galvanized,
- including internal reinforcement
- articulation between panels by cadmium-coated steel hinges and sealing flange, rollers in
- hard plastic or steel mounted on ball bearings at the ends of each joint of the
- trays, for sliding on rails
- vertical side rails and ceiling returns, in galvanized steel profiles, fixed to the structure
- by expansion bolts, with flat tie rods and galvanized angles
- balancing by steel cables and torsion spring
- frame and side seals in flexible elastomeric profiles
- waterproofing to the ground by flexible elastomer tape
- mechanized opening control as described below

Reference mark

CRAWFORD or equivalent

All delivered factory powder coated with poly urethane paint color chosen by the Architect  
Maneuver comprising:

- electric motor including reducer coupled to the door, with drive mechanism ensuring smooth opening and closing
- condemnation by irreversibility of the reducer and by locking system
- emergency maneuver by disengaging the engine in the event of a breakdown or power cut : manual maneuver by crank or chain

Ordered.

By complete "opening - time delay - closing" maneuver cycle comprising:

Control cabinet

General cabinet in 15 / 10th thick sheet steel, electro-galvanized on both sides, meeting a degree of protection IP 55 and having to withstand a shock energy of 6 joules, near the door with the power supply terminals with the protection by fuses and earth terminals, all the electrical power supply mechanisms for the commands below to be provided for in this lot

Connections by the contractor of this lot on the power supply cable delivered nearby by the ELECTRICITY lot

The doors of the control cabinets must be fitted with vertical harnesses allowing release and an opening angle of at least 95 °. The doors must be fitted with a locking system controlled by means of a triangle 6.5 mm high (metal footprint), a system in accordance with standard NF.C 79.130

Each door of the control cabinets must have on its internal face a sheet metal support designed to receive the installation plans.

All cables, including the power supply cable, must enter through the lower part of the enclosure and through brass cable glands fixed on a removable sheet with seal wiring

Power circuits must be separated from other circuits. Wiring must be carried out in flexible wires of the H07VK series of 1.5 mm<sup>2</sup> laid in perforated trunking with covers

The power circuits must be made of cables of the U 1000 R02V series

The control circuits must be made of cables of the FR series.N05 VV5 F

CNOMO, the minimum section of their conductors must be 1.5 mm<sup>2</sup>

Security devices

Safety must be ensured by means of a photoelectric cell integrated in the uprights and in the axis of the door, as well as a pneumatic safety edge. The systems must cause the door to reopen automatically in the event of an obstacle

Ordered

Order by badge readers. These badge readers are supplied, fitted and connected by the LOW CURRENT package

Location

According to the plans of the Project Manager

## **2. SHOWER DOOR BLOCKS**

Book following indications dimensional plans of the Master of work and achieve accordance with Master's plan of work, including:

Door frame

No frame or frame is planned.

Leaf

Leaf consists of a frame in aluminum and a filling of ice quenched aya nt received a decorative blasting treatment to be subjected to the approval of Master of work

Door leaf fitting

Handle maneuver

Device for maintaining the leaf in the closed position to be submitted to the application of the Project Manager.

Location

Following indications of the master builder's plans and the doors table. They are 0.20 m from the floor.

### **3. DOOR S SPECIAL S**

#### **A. Doors with access controlled by magnetic card or electric strike**

The doors will be equipped with an access kit controlled by magnetic card or an electric strike.

Frame:

- frame and counter frame in anodized or lacquered aluminum profile, in brushed 304L stainless steel or in lacquered sheet metal,
- Interchangeable peripheral silicone seal.

Options:

- leaf in compact laminate,
- attenuation and sound insulation down to -35 dB
- interlocking system by electromagnetic pad or / and electric strike,
  
- secure access control by magnetic card
- door closer,
- anti-panic bar,
- transfer grid with flow rate adjustment,
- automatic kit.

### **4. FALSE FLOORS**

#### ***1) Work consistency***

The works include:

Supply and installation of all the equipment protected against corrosion, including all the finishing accessories necessary to carry out the work (rented, access ramp, perimeter plinth) ;

Cutting of the necessary slabs;

Anti-dust paint on the slab and vertical climbs.

C .01 PLATRE LISSE suspended ceilings

Supply and installation of false ceilings in 600 x 600 panels in smooth plaster, placed on a T24 type frame including hangers, fasteners, load-bearing profiles, spacers, edge guides and profiles for angled and vertical junctions.

C .02 Perforated plaster suspended ceilings (PERFO)

Traffic ceiling made up of :

- Central part in perforated plaster slabs of the Random type, Gyptone Sixto 60 or similar.
- Supplement according to Architect's plan in cardboard plasterboard, BA 13 type.

Including cutouts for spotlights, treatment of joints and general raking.

C .03 Wet local ceilings ( FP LH)

Supply and installation, on exposed framework and edge angles in white lacquered steel, of 60/60 false ceiling tiles, removable, made of compressed mineral wool covered with a protective glass veil including edges.



These slabs must be certified to be able to withstand permanently, up to 95% relative humidity at 30 ° C without sagging, deformation or degradation.

These tiles must withstand repeated cleaning with a damp cloth.

Moisture resistance: 95%

Material certified as recyclable and classified as non-combustible.

Ref " Artik 15 mm" from Rockfon establishments or equivalent.

White color.

Note: These false ceilings will be fitted with anti-lift clips in the patient rooms.

C .04 Acoustic tiles 60/60 semi-recessed frames (FP OSE)

Supply and installation, on semi-recessed framework and edge angles in white lacquered steel, of 60/60 false ceiling tiles, removable, made of compressed mineral wool covered with a protective glass veil including edges.

Semi-recessed E15 frames

These slabs must be certified to be able to withstand permanently, up to 95% relative humidity at 30 ° C without sagging, deformation or degradation.

These tiles must withstand repeated cleaning with a damp cloth.

Material certified as recyclable and classified as non-combustible.

Ref " Ekla Evolution E15 20 mm" from Rockfon, decustik or equivalent establishments.

Color chosen by the contractor .

## ***2) TREATMENT OF JOINTS AND ANGLES***

The joints and angles will be treated in accordance with the manufacturer's instructions and will include a special perforated tape, 1 layer of glue and 2 layers of finishing touch.

Under no circumstances should the treatment of the joints reveal an extra thickness.

The treatment of the projecting angles will be carried out by reinforced bands

## ***3) INCORPORATIONS IN CEILINGS***

Are the responsibility of this lot, all cutting work for recessed lighting and ceiling extractor

The layout plans proposed by the company must mention the installation of this material from the approved plans of the trades concerned.

## ***4) Technical requirements***

It is imperative that:

- The airtightness of the joints between panels and other assembly elements;
- Continuity of the masses of the slab + jacks assembly to comply with the NFC 15100 standard (presence of electrical equipment on and under the false floor) ;
- The jacks will be connected to each other by a copper braid ;
- Earthing is to be provided for by the electricity package.

## **3. SIGNAL PLATES AND PICTOGRAM**

Supply and installation of door signs, level signs and information signs for reserved car parks.

## **4. METALLIC STRUCTURE**

DTU 32. 1 (P 22-201): Metal constructions, steel frames

Calculation bases

- standards NF P 06-001 / NF P 06-004 / NF P 06-005 / NF P 06-007 ;
- standard P 22-311 - Eurocode 3

## **19 - FRAMEWORK - COVER**

### **19.1 REQUIREMENTS & REGULATIONS TO BE OBSERVED**

DTU 32. 1 (P 22-201): Metal constructions, steel frames  
DTU 40

### **19.2 Roofing / Cladding**

Covering and cladding of the lateral sides placed on a metal structure, will be in S 320 GD Pre-painted steel sheet, Type PML 29.283.850 CS from JORISIDE, 7.5mm thick in accordance with standards NF EN 10169-1 applied to galvanization - XP P34 -301,, 6.93kg / m<sup>2</sup>. The bending will be done in accordance with DTU 40.35 according to the architect's plans. The steel will be galvanized in accordance with standard NF EN 10346

The length of the boxes must be equal to the length of the slope of the farm so as to avoid any overlap of the cover lengthwise. The covering of the boxes in the direction of the width must be neat and well executed.

Location:

Hangar for mechanical workshop.

### **TRANSPORT AND HANDLING**

The transport, handling and storage on the site, of all the elements of the metal frame, must be carried out with all the necessary precautions in order to avoid deterioration of any kind.

In the event of accidental deterioration of certain elements during these various operations, the company is responsible for carrying out the necessary repairs before assembly; these interventions in the workshop or on site must in no case modify the initial resistance capacities of the elements considered.

The company is required to settle with the Project Manager or the Joint Representative the problems of storage areas on site, and the use of lifting equipment, and of the assembly program as part of the overall schedule.

### **19.3 Frame**

The frame consists of gantries and purlins in galvanized pipe. It must ensure a slope of the roof in accordance with the specifications of the technical plans. The installation of the structure must allow the free expansion of all the parts.

The profiles used will be of good quality and must receive the prior approval of the Project Manager, before their implementation. They will receive an application of a protection product; the application will be made by gun.

The metals which would include defects will be immediately removed from the site at the expense of the contractor.

The Contractor will remain solely responsible for any contingencies which could result from the implementation of the frames as a result of the poor quality of the metals.

## 19.4 Assemblies

The assemblies of the various elements namely, on the one hand, the constituent elements of the beams (frames and others) and, on the other hand, the beams and the masonry will be carried out in two stages:

- Assembly of the various constituent elements of the beams (frames and others) :
  - By fixing by means of welds;
  - By bolting with bolts of calculated diameter and of sufficient length for assembly (overhang in relation to the nuts: 2 cm) with washers.
- Assembling the farm to the masonry
  - By attachment by means of smooth round concrete irons (RL) 6mm in diameter.
- Support of beams
  - On poles
  - On other beams resting on the columns

## 19.5 Breakdowns

The purlins will be made of metal profiles from good quality metals with the prior approval of the project manager. They will be placed on the nodes of the farm.

The purlins will be assembled by fixing by means of welding or bolts.

## 19.6 Coverage

The coverage will be made of ribbed aluminum tray 0,7 mm thick. The length of the boxes must be equal to the length of the slope of the farm so as to avoid any overlap of the cover lengthwise. The covering of the aluminum trays in the direction of the width must be neat and well executed.

The fixing of the aluminum trays on the purlins (galvanized pipe) will be done by hook bolts composed as follows:

- Profiled threaded rod;
- Nuts;
- Washers;
- a bituminous plate

The covers must not be in contact with the masonry: a bituminous product will act as a screen between the two elements.

The installation of gutters PVC 250mm for evacuation of rainwater.

## 20 ELECTRICITY HIGH CURRENT - LOW CURRENT - AIR CONDITIONING

### 18.1. Definition of works

The works include:

The supply and implementation of materials, equipment and equipment in accordance with the provisions of the description;

- adjustment of the balance of the installation;
- the identification of the whole system;
- protection of all equipment until acceptance of the work;
- cleaning during and at the end of the work;
- testing and commissioning of installations;
- supply of installation plans and diagrams.

## 20.1 GENERAL INFORMATION

The purpose of this document is to define the technical requirements to which tenderers will have to meet for the supply, installation and commissioning of a power supply and protection system consisting mainly of:

A TGBT cabinet

Divisional tables

A surge arrester at the power supply head

A lightning rod

Making earthen wells

Installation and commissioning of all the equipment provided for in these specifications

Any other body deemed necessary for implementation or protection.

### Power

The minimum power will be defined according to the air conditioning, lighting, sockets and all electrical equipment (pump, electrical equipment, etc.).

### Conductor section

The section will be such that the voltage drop cannot exceed 5% of the distribution voltage.

### Protection

The control and general protection devices must be Omni polar, including neutral disconnection. The circuit breakers will be of a model conforming to the standards in force, as will the protection panel.

All the installation will be done in encased sheaths of protection degree 5 (type ICD 6), in a trunking or on a cable tray.

### General grounding

Each new building will be connected to the earth by a 35 mm<sup>2</sup> section bare copper bottom excavation belt. The lands (buildings, masses, lightning rods...) will be interconnected between them. The value of the general earth connection including the electric earth well will be less than or equal to 5 Ohms.

The building will be equipped with a lightning rod with an earth connection with a maximum value of 10 Ohms

## Checks

On commissioning, the check will include:

The isolation measure

Checking the effectiveness of protective measures against direct and indirect contact

Control of overcurrent protection devices

Control of conductor connection devices.

## 20.2. HIGH CURRENT: GENERAL REQUIREMENTS

### STANDARDS AND REGULATIONS

The Contractor shall carry out the work covered by these technical specifications, observing the prescriptions in force in TOGO or in the absence of standards and regulations, with French rules and standards in particular: the UTE standards and recommendations in the most recent edition and to the prescriptions of the Electric Power distributor

The documents mentioned below are not exhaustive:

Standard C 15.100: 1st category electrical installation

Standard C 11.100: official texts relating to the conditions for distributing electrical energy.

Standard C 15.401: installation of thermal engine generators.

Standard C 177: installation of lightning rod.

Standard C 91.100: for protection against parasitic disturbances.

Decree of November 14, 1988: official texts relating to the protection of workers in establishments which use electric currents.

Standard C 15.115: use of flexible bendable deformable insulating pipes for embedded pipes.

Standard C 15.118: protection, control and isolation of electrical circuits.

Standard C 15.120: establishment of earth connections for buildings primarily used as homes or offices.

Standard C 20.010: degree of protection of electrical equipment.

The layout plans will be submitted to the Project Manager for approval. The costs relating to the provision of the CEET are the responsibility of the Contractor.

### SAFETY OF FACILITIES

#### Direct contacts

Any contact with bare live parts must be prohibited by means of removable obstacles, using a wrench or a tool. In particular, all electrical panels will be locked. The same key must be able to open all the switchboards and all the cabinets in the electricity package. All controls must be accessible outside the tables.

#### Indirect contacts

All metallic masses of buildings will be interconnected with each other and earthed.

All the metallic masses of the entire installation must be interconnected to obtain the same potential.

The cross-section of the protective conductors will be determined according to the requirements of the C 15.100 standards. Independent grounding for the switchboard and lightning rods.

The earth electrode will be made up of a copper conductor with a minimum section of 35 mm<sup>2</sup> placed at the bottom of the excavation in accordance with standard C 15.100.

Securing the power supply (Continuity of service)

In the event of failure of the public sector, a generator will supply it to some or all of the installations.

At the installation level, a failure in one circuit should not affect the other. For this, the following prescriptions must be observed:

Distribution of the installation into several feeders and circuits depending on the configuration, nature and function of the load.

Respect the number of receivers per circuit, according to the standard C 15,100.

Respect the horizontal discrimination between the different protection devices.

### 20.3. TECHNICAL SPECIFICATIONS OF EQUIPMENT

The Contractor will be required to impose on its material or equipment suppliers, in addition to compliance with regulations, equipment specially treated to sustainably meet the specific conditions of the site.

Ex: Tropicalization of coils and cables, anti-termite treatment for cables, resistance to sea spray. Higher insulation voltage for a too humid environment, etc.

This material must be submitted for the approval of the Project Manager. The patented devices or devices that will be used by the company will only engage its sole responsibility both vis-à-vis third parties and vis-à-vis the Project Manager, for any damage that may be caused in the execution or the enjoyment of facilities, for lawsuits to which the company could be the object because of the abusive use of provisions or patented devices.

Electrical cabinets

General provisions:

Signaling, regulation, intervention devices and possibly any other devices corresponding to the protection, control and monitoring of the installation, will be grouped in each room in an electrical cabinet. The location and arrangement of the cabinet will be designed so that it is visible to an operator both when entering the room and when working on the equipment.

Voltage conditions: 230/400 V + EARTH (to be supplied by this lot)

The envelope will be painted internally and externally in accordance with the requirements of this specification.

Frame:

The frame will be made up of independent boxes assembled together by bolts, and covered with 25 / 10th thick sheets. The devices inside will be fixed on vertical uprights made with iron profiles forming a slide, or using “perforated” profiles. These provisions will allow possible additional

installations without machining the main uprights. The switchboard will be designed so that each device is accessible without dismantling or removing the device.

Each circuit will be identified with labels indicating its destination or function. The caliber and nature of the devices will also be indicated by means of a label. Sufficient auxiliary connection terminals will be provided in order to avoid connecting more than two wires to each connection of the devices, and more than one conductor of the remote control cable to each connection terminal.

#### Grounding:

The switchboard framework will be earthed under the conditions set elsewhere as well as the front panel carriers which will be electrically connected to the sheet metal using a copper braid. In any case, a removable metallic element must not be able, when it is in place, to be located at the fixed part on which the grounding is located. For this purpose, flexible braids will be used.

In order not to offer any contact resistance, all the surfaces concerned will be, before assembly, carefully ground or filed, cleaned and flat.

#### Installation of the equipment:

The devices must be placed in such a way that the various parts of the framework are placed at a distance giving them an absolute guarantee of safety. The various external manifestations due to the operation of these devices must not cause any ignition or deterioration. In addition, the devices must be arranged in such a way that their maintenance and replacement are easy.

The position of the operating devices of the devices must be such that the commands can be executed without difficulty by a man of average height. The electromagnetic tripping devices of the devices must be positioned so as not to be influenced by any magnetic fields from the busbars and various connections.

There will be reserves of 30% in each cabinet / electrical box ; 03 white lights will indicate the presence of voltage and a red light will indicate the cut on emergency stop

#### Miscellaneous label and inscription:

Each wire terminating on terminals will be marked separately at each end, by means of indicator tips (markers). All terminals, including those of devices, must include a letter or a characteristic sign, a plate indicating their function. The plates fixed to the sheet metal fittings must be fixed by screws. The use of glue is prescribed. The marking plates will be fixed on a metal support integral with the frame. Labels affixed to the chute covers are prohibited.

#### Locksmith:

The doors will be executed with care and adjusted with a maximum play of 2 mm. They should open without any jamming and develop at the end by at least 120 degrees. The sheets will be cold folded according to the rules of the art and must present, after execution, neither break nor crack. The angles will be welded by continuous welding, ground to obtain clean and even surfaces. After execution, the folded sheets must appear perfectly flat and even, the edges square and rectilinear. All bolting and screws will be **cadmied** and standardized for the mechanical type and threaded at the SI pitch. Each screw or bolt will be fitted with washers or other devices of the undesirable type.

### Busbars:

The bars will be made of copper, meeting the standards in force. They will be particularly painted or marked in conventional colors and mounted on bakelized wooden cleats or on molded material insulators. The latter firmly fixed to the frame of the caissons. The 230 / 400V busbar placed at the top (power circuits) will be installed in each box. The contact surfaces of bars will be made perfectly flat. The greatest care will be taken in the execution of these assemblies as well as in the connection to the parts and terminals of the devices, so as to offer no electrical resistance.

### Circuit breakers:

Circuit breakers must comply with standard IEC 947-2.

Differential type circuit breakers will have a tripping threshold of 30, 300 or 500 mA for medium sensitivity devices.

The selectivity of the defects will be carried out in accordance with standard C 15.100. In particular, for differential devices, selectivity must be by time delay.

### H.P.C circuit breaker :

The high breaking capacity circuit breakers will be made up of cartridge fuses conforming to the C 15 100 and 63 100 standards.

These fuses will be used with a disconnecting device allowing the unipolar opening of the protected circuits and the neutral strip.

### Cabling

They meet the requirements of UTE C 32.100 and C 33.100, C 33.208, C 15.100. The cables or conductors will be suitable for the premises in which they will be used.

### Buried lines:

The networks will be made of copper cables.

The cables will be of the HFG 1000 or 1000 RVFV type

They will be designed to resist attack by termites.

Crossings under roads or traffic will be under nozzles or ducts.

The trenches will have a minimum depth of 0.8 m from the finished ground, (1.00 m under crossings).

The cables will be buried between two layers of 15 cm each of fine sand or loose soil carefully sifted.

The backfilling will be done on soil free of stones. 30 cm above the pipes, a red PVC mesh will be installed.

The lines of buried pipelines will be marked with concrete pads. These lines will be carefully noted on the gluing plans which will be given to the Client at the end of the work.

It is reminded that all the trenches can only be backfilled after verification by the control service. Excess excavation will be removed.

All this work will be carried out by the Contractor of this lot.



The exterior lifts on the building will be protected by galvanized steel tubes to a height of 2 m and a depth of 0.50 m.

All services relating to this work, trenches, nozzles, climbing ducts, embedding under sidewalks and facades, work to be carried out for crossing with pipeline will be the responsibility of the successful tenderer of this lot. The ends of these cables will be connected by lugs and crimped with the press.

Main lines (except underground):

The lines will be made with HG 1000 or U1000 R 02 v cables and laid on a cable tray.

Identification of conductors:

For U 750 V conductors, the continuity of insulation color must be observed throughout the installation.

Red or black phase conductor, the ends of the conductors will be numbered with self-adhesive strips PH1 - PH2 - PH3,

Neutral conductor: light blue

Earth conductor: yellow - green

The colors: white, green and yellow are not allowed.

For cables, the conductors PH1 - PH2 - PH3-NT will be identified with self-adhesive labels.

Wall crossings:

The wall crossings will be made by PVC sleeves, which must be supplied and installed by the electricity company.

Tap-offs and Connections:

Splices between conductors are prohibited.

The branches and connection of the protective conductor must be visible and accessible.

The tap-offs and connections located in the switchboards and the tap-off boxes reserved for this purpose.

Exceptionally, the branches can be made on the sockets whose terminals have been provided for this purpose. The connections will be made on insulated terminals or domino type connection terminals.

Cable ways

The cable trays will be galvanized, the fishplates will have a length at least equal to twice the width of the cable tray and will be on three sides of the slabs. The supports will be provided every three meters at most inside the building. The superposition of cables is prohibited in this project.

Conduits

The insulating conduits will conform to the terminals UTE 68.100 and C 68.745. Flame-propagating insulating conduits must be carefully encased in non-combustible materials. The section of the ducts will comply with the requirements of the UTE C 15.100 standard. The conduits must stop inside a junction box for the supply of a switch, a socket or a lighted fireplace.

#### Switches:

The switches for lighting will be of the unipolar type with silver contact calibrated at 10A with square plate in molded material. In offices, these devices will be made of molded material allowing the waterproofing to be reconstituted. The circuits comprising more than two ignition points will be controlled by pushbutton switches with silver contact calibrated at 10A. The devices will be fixed in their flush-mounting box by claw or screw.

#### Power socket:

The sockets, unless otherwise specified, will be of the comfort type rated at 10 or 16 A, equipped with a protective eclipse. These outlets will include a grounding plug. These sockets will be screwed and not clawed to prevent them from being torn from their base during use. Corrugated sockets will be coded.

### 20.4. GENERATOR

A group will be provided to support part of the load installed on the site in another market.

We recall for the record some characteristics of the generator

#### Generator

The engine and the alternator will be on a common metal frame allowing easy handling of the group. The coupling will be of the semi-elastic type. The chassis will be fitted with an anti-vibration device. The alternator will be of the sheltered self-ventilated mesh type.

SDMO brand or similar

power: 330 KVA at  $\cos \varphi$  0.8

voltage: 230/400 V + Earth

frequency : 50HZ

engine speed : 1500 rpm

excitation : static

ambient temperature : 45 ° C

#### Command, control and electrical protection panel

The switchgear will be metallic and independent of the alternator motor group.

This table will include:

General protection of the group ensured by a 4-pole circuit breaker

**Disconnector** and motor protection and axillary circuits

Slaving, signaling and alarm relays

All the elements necessary for the proper functioning of the whole

The power cables between the generator and the upstream terminals of the general circuit breaker will be of the single-pole type.

Supplying the group with fuel

The fuel used is GasOil. A four thousand (4,000) liter double-walled exterior tank must be delivered and buried, including installation and all constraints. The system must be equipped with:

- Electric pumps with automatic start for filling the tank;
- An audible and luminous signal with low contact (lower 1/4);
- Possibility of detecting a possible leak on the four thousand liter tank;
- All other constraints...

## 20.5. SPECIAL TECHNICAL REQUIREMENTS

These specific prescriptions supplement both the general prescriptions and the technical specifications presented in the previous chapters. Any repetitions that may be noted are only made with a view to giving details on aspects not underlined above.

### TGBT

- Cabinet made up of boxes formed in prefabricated type panels;
- Sized to receive all equipment and a 30% reserve;
- The head switch will be of the pad lockable type;
- Control and measuring devices on the front face;
- Equipped with a SOCOMEC DIRIS type measuring unit (voltage, current, power, frequency, etc.)
- Three white LEDs will signal the presence of voltage;
- A red light will signal the emergency shutdown;
- Postponement of emergency stops in room 103.

### Divisional cabinets

- Made up of boxes formed in prefabricated type panels;
- Sized to receive all equipment and a 30% reserve;
- Three white LEDs will signal the presence of voltage;
- A red light will signal the emergency shutdown;

### Cable ways

- In galvanized sheet, with curved edge and hot cover, after perforation, minimum thickness 2mm, dimensioned with a 25% reserve.
- All the main electrical distributions will be on cable tray through corridors, SAS and passage.

### Server room (407)

- An electrical box is provided for the protection of this room.
- The corrugated tap circuits will have a differential protection of 30mA type HPI (or type F).
- The protection circuit breakers will have a rating of 20A; the sockets will also be 20A.
- The power cables for the sockets and air conditioners in the room will have a section of 4 mm<sup>2</sup>.
- The room has two (02) air conditioners which work alternately (one during the day and the other at night) and complementarily (one starts following a failure of the other).
- Installation of a room temperature remote control system, which can be viewed on a smartphone.

## Conductors

Throughout the installation, the continuity of the insulation colors will be respected.

Phase conductor: red, black, brown

Neutral conductor: blue

Protective conductor: green / yellow

The following sections should be remembered:

Lighting: H07 1.5 mm<sup>2</sup> cu wire

10 / 16A socket: H07 2.5 mm<sup>2</sup> cu wire

Server local 20A socket: H07 4 mm<sup>2</sup> cu wire

Power take-off 32A 3P + E: H07 4 mm<sup>2</sup> cu wire

Air conditioners: H07 4 mm<sup>2</sup> cu wire

Cooking plate (kitchen): H07 6 mm<sup>2</sup> cu wire

In all cases, the voltage drop must not exceed 3% of the nominal voltage from the downstream side of the subscriber circuit breaker with the installed power as the basis of calculation.

For local computer and telephone networks the cables will be FTP cat 6E cables

The electrical, computer and telephone outlets in the offices will be under duct at a finished height of 80 cm from the ground.

## Switch and push buttons

The switches for the lighting will be of the unipolar rocker type calibrated at 10A (LEGRAND type or similar).

## Outlets

These devices are of a built-in model (LEGRAND type or similar).

Lighting (see PHILIPS, THORN EUROPHANE catalog, or similar)

The location, number and type of light sources are indicated on the plans attached to this file.

Lighting required in offices: 400 ± 50 Lux

## 20.6 PHOTOVOLTAIC SYSTEM

The characteristics mentioned here are the minimum requirements.

NB: All other technical specifications not mentioned or specified and which are likely to improve the characteristics of the supplies remain admissible. Clear, legible and French technical sheets and brochures are required to verify the characteristics offered.

## A- GENERAL CONFIGURATION

The installation of the photovoltaic generator will consist of a chain of electrical and electronic equipment. The device will include:

Photovoltaic panels or modules;

Isolation, control and protection devices, direct current side and alternating current side;

Cables and connectors;

Photovoltaic inverter;  
Batteries;  
System information and management boxes;  
Load shedding and source selection boxes to supply the public network or generator if necessary.

## B- OPERATING PRINCIPLE

The permanent and autonomous energy source remains a priority to ensure the normal functioning of the equipment 24 hours a day.

To the two sources of electrical energy which are the public network and the emergency generator, will be added the photovoltaic generator which is a source of renewable and autonomous energy. In order to prioritize the use of the energy produced by our photovoltaic installations, different architectures can be designed around the inverter devices.

These will then make it possible to store the excess energy produced during the day in the batteries, to restore them later. It is thus possible to maximize the consumption of our production. The public network and the generator will only be called upon to import the minimum amount of energy that may be required in certain circumstances.

Inverters / chargers with integrated solar regulator will realize a backup system with solar priority. **Equints** will consume energy as long as there is enough in the system. When the batteries drop below a certain level, the public network or the generator set is called upon.

## C - TECHNICAL SPECIFICATIONS

The equipment must be:

Adapted to our climatic conditions (tropical region) characterized by seasons of intense heat, humidity, storms and dust etc.

Meets international safety standards.

The electronic part of the equipment must have an interchangeable modular structure (or card) in order to facilitate its maintenance.

The equipment must be less bulky and withstand bad weather such as electric shocks (lightning), corrosion, etc.

## D- TECHNICAL CHARACTERISTICS

Photovoltaic Modules:

They must be of high crystalline technology (poly-crystalline preferably);

Have a linear power guarantee over 30 years, i.e. a maximum power degradation of 0.35% / year;

Have a power of 90% after 10 years and 85% after 25 years;

Have perfectly aligned cells and invisible bypass tracks;

Have fully sealed connection boxes and MC4 connectors;

No water retention and have a rigid frame.

The modules must comply with standards NF EN 61215 and NF EN 61730 (failing this, provide the manufacturer's declaration).

The photovoltaic field will be installed on a slab, the supporting structure must be made of steel (S235, hot-dip galvanized) and aluminum (EN AW 6060).

Provide a complete isolation, control, command and protection system on the DC side:

The metal frames of the modules connected to the earth bar;

Install a surge arrester in accordance with the requirements of guide UTE C 31-740-51;  
 The main cable must comply with the NFC 15-100 standard;  
 Install a general DC disconnect switch.

Photovoltaic Inverters:

The desired architecture is a 100 kW three-phase grid inverter system.

Technical data:

Battery voltage range: 400V (250 ~ 520V)  
 Maximum DC battery current: 300A  
 Voltage range: PV 520 ~ 900V (MPPT 520V ~ 800V)  
 PV DC. Maximum current (in case of total consumption): 384A  
 Alternating voltage: 400V (340V ~ 460V)  
 Alternating current: 144A  
 Rated power: 100kW  
 Frequency: 50 / 60Hz ( $\pm 2.5$ Hz)  
 Output THDI:  $\leq 3\%$   
 AC PF: listed: 0.8 ~ 1 early or late (controllable)  
 Actual: 0.1 ~ 1 early or late (controllable)  
 Output voltage: AC 400V ( $\pm 10\%$  configurable)  
 Output current: AC 144A (Max 159A)  
 Rated AC output power: 100kW  
 Maximum AC output power: 110kW  
 THDu output  
 AC frequency: 50 / 60Hz  
 Overload capacity 105% ~ 115% 10 min; 115% ~ 125% 1 min; 125% ~ 150% 200 ms  
 Cooling: by forced air

Solar Batteries:

LiFePO<sub>4</sub>; The battery energy storage system is lithium iron phosphate; combined in series or parallel to provide energy storage function for users of photovoltaic power generation.

Item	Data	Note
Nominal voltage	48V	
Nominal capacity	75Ah	
Nominal load dice	37A	
current	50A	
Max. continued	37A	
discharge current	40A	
Nominal load current	42 $\pm$ 0.1V	
Max. continuous charge	Charging	-5 °C ~ + 55 °C
current	-20 °C ~ + 55 °C	

Min. discharge voltage	5% ~ 85% RH	No condensation, system work well.
Temperature of operation	-10 °C ~ + 35 °C	
1s peak Power (KW)	2.64	
calendar life	6000 cycles	
Guarantee	5 years	
certification	TUV / CE / EN62619 / UN38.8 / CEC accredited	

## Solar Cables

The recommended cables on the DC side are flexible copper (stranded).

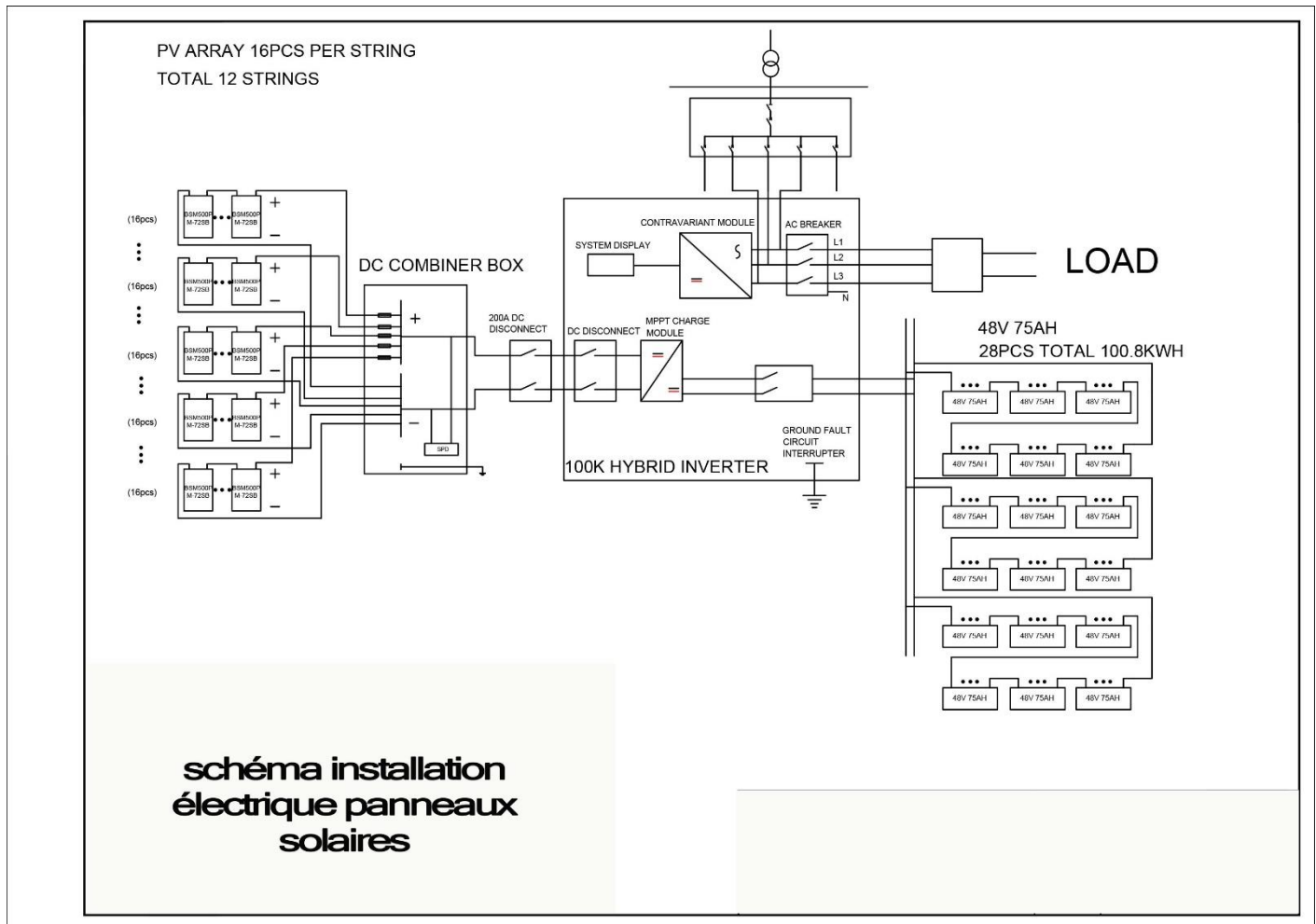
The voltage drop between the solar panels and the batteries must be less than 5%.

As standard we offer solar cables with section 4 and 6 mm<sup>2</sup>.

The batteries will be connected in series and in parallel with pre-assembled cable lugs of 16mm<sup>2</sup>, 25mm<sup>2</sup> and 35mm<sup>2</sup> section.

Preferably provide inverters with their DC cables.

To ensure perfect connections, we recommend MC4 solar cables, connectors sold separately, tinned copper crimp sleeves and lugs NF C 20130 standard.



## 20.7 IT NETWORK and telephone

The cabling of the building will respect the simultaneous application of the latest available version of the following standards and rules:

NF C 15 100 for the heavy current part (low voltage 230V)

EN 50173 for the weak current part (ISO 11801)



EN 50167 screened capillary cables for digital transmission

EN 50168 screened capillary cables for terminal connection

EN 50169 screened bypass cables for digital transmission

EN 55022 CEM

Professional F3i code of practice relating to VDIIE cabling, for voice, data, image and power supply networks.

General characteristics of structural wiring (general)

The installed cabling system must be:

Reconfigurable: The topological configurations and reconfigurations to be carried out according to the networks must be able to be carried out quickly, economically and without structural modification of the cabling.

Standardized: Distribution cables, sockets and their connection conventions must be identical at all points on the site, regardless of the topologies and types of networks to be supported.

Universal: The infrastructure is adaptable to the transport of all types of information (voice, data, images, etc.). To do this, its components must have transmission performance at least equal to those appearing in the standard for all class E applications.

Backward compatibility: The cabling system will allow lower category equipment to be used over higher category cabling.

Cabling system

The expected installation will be of the VDI type (= commonplace cabling for IT and telephony) on an infrastructure corresponding to Category 6 performance standards organized in a star.

The cabling system produced must be able to support all existing IEEE, EIA / TIA and ISO protocols defined as operating on this medium for a minimum period of 10 years.

All components installed will be new and certified at least category 6e. They must present all the guarantees of proper functioning.

The cabling system shall incorporate end-to-end compatibility with the IEEE 802.3af (PoE) standard, that is, allow the transmission of low voltage current over copper cable links.

Type of media or transmission medium

The standards specify 3 types of components (100 ohms, 120 ohms, 150 ohms), each with specific properties. The cabling system will always be made from components of the same type.

The option chosen for this project is the 4 pair, screened, 100 ohm cable.

Connection points

The basic functional unit of wiring is the connection point.

An access point corresponds to an RJ45 socket.

Electromagnetic environment constraints.

Compliance with the following environmental constraints directly conditions the performance of the cabling infrastructure.

The separation between the data transmission cables and the power supply cables must at least comply with standard EN 50174 part 2 in order to guarantee the correct functioning of the equipment.

Technical specifications

IT infrastructure

Technical characteristics of the components:

Cable

The "copper" distribution will be made from cables comprising a general braid and an individual screen per quad, 4 single-strand twisted pairs of characteristic impedance of 100 Ohms (SFTP). The performance of the cable in bandwidth will be at least 350 Mhz. The cables shall comply with Class E and F channel performance as described in ISO / IEC 11801 edition 2.

The outer sheath will be of a color other than black in order to limit confusion with electric cables. The company must provide the technical data sheet of the cable, indicating among other things the nominal speed of propagation of the cable (N.V.P).

RJ45 connectors.

The connector selected will be of the RJ45 type in accordance with standard IEC 6060374/5, identical to both ends of the cable for vertical and horizontal distributions (terminal socket and patch panel) and will have the following characteristics:

Category 6 performance according to EIA / TIA 568B.2-1.

The rear forks of the insulation displacement connections must be protected to avoid their deformation during installation.

The configuration of the pair connections must comply with the "T568A" or "T568B" connection mode according to the manufacturer's recommendations. The configuration of the connections must be unique throughout the building.

A movable protective shutter and an "anti-strain on the pairs" cable tie clamp.

The company must provide the technical sheet for the RJ45 connectors.

## 21- FIRE DETECTION SYSTEM

This system includes the equipment, conduits and cables necessary for the installation specified below and indicated in the bill of quantities.

Equipment and accessories must come from a single manufacturer.

All equipment must bear the approval mark of the official control authorities.

The system must be expandable in the future and the manufacturer must ensure the supply of spare parts for at least ten years.

The cables ensuring the control of the sirens must be anti-fire cables.

The system must be backed up for at least eight (8) hours in the event of a main power failure.

Optical smoke detectors must comply with standards: EN54-7 EN54-9 NF.S61-950

Thermal detectors must comply with standard: EN54-5

Manual releases must comply with standard NF S 61936.

Sound diffusers must comply with the NF standard. S-32-001.

The contractor of this lot must include in his offer the training of safety and operating agents, the supply of minimum spare parts, the maintenance of the equipment during the warranty period.

#### 21.a SYSTEM DESCRIPTION

The signaling panel must be able to manage 8 detection zones. It will be of the conventional addressable type. The building will be defined as the only alarm zone. The signaling panel must be able to receive different cards:

- Loop detection cards
- line detection card
- relay output card
- UGA card (alarm management unit)...

The signaling panel must be produced according to the general principles of the NFS 61950 standard (fire detection equipment, detector, signaling panel and intermediate components)  
It must comply with the standards:

- NFS 61936, NFS 61934
- EN 54-2, EN 54-4.

#### 21.a.1 Functions of the Signaling Panel :

- Acquisition and processing of fire alarm information from automatic detectors and manual call points;
- Localization of a smoke detection fire start Detection of a fire alarm in "geographic zone on confirmation" mode;
- Control of sound diffusers according to standard NFS 61936;
- Signaling of information "fire" and "general fire" on the panel on screen and by sound signal;
- Detection of incident signaling that could affect the proper functioning of the installation:

- Power source monitoring
- Monitoring of loops or detection lines
- Monitoring of the internal functioning of the switchboard

#### 21.a.2 Functions of the Alarm Management Unit

Sub-assembly of the signaling panel must perform the following functions:

- Delay of triggering of sound diffusers.
- Information signaling:

- Alarm
- General evacuation
- Restricted standby
- External power supply fault

Auxiliary contact out of order  
Sound diffusers out of service

Acknowledgment of the general alarm process during the tripping delay time delay  
Provision of an `` auxiliary contact " relay  
Switching the auxiliary contact on and off  
Switching the UGA on / off  
Decommissioning of sound diffusers  
Selective allocation of the UGA to loops or detection lines.

The front face of the `` HUMAN MACHINE INTERFACE " panel

Access level

Access to control and signaling devices must be carried out on different levels in accordance with the requirements of the standard.

- Level 1:

Direct access to qualified or unqualified security personnel

- Level 2:

Access to safety personnel trained for this use access to control panel control devices

- Level 3:

Reserved for the installer

- Level 4:

Reserved for the manufacturer

## 21.b EXTINGUISHERS

It is provided for the circulation of ABC powder, CO2 and water extinguishers. These extinguishers will be identified in relation to their attachment point. These extinguishers are arranged according to the needs and the types of fire that can be triggered in the areas in the event of a disaster.

A 9 kg ABC powder extinguisher will also be provided in the generator room .

## 21.c AUTOMATIC SHUT-OFF

An automatic gas detection and extinguishing system (FE13) is planned for the server room on the ground floor.

22- Air conditioning, fire safety, audio-visual  
Air conditioning system

The air conditioning system chosen for the project premises is the multi split-system type and the VRV on the ground floor of block C.  
Each indoor and outdoor unit will be marked

The devices will be of known brand, ZENITH'AIR, CARRIER, SAMSUNG, DAIKIN, YORK etc...

The indoor units of the split system will be equipped with electronic control with the following operating functions:

automatic cold regulation

3 fixed or automatic ventilation regimes with scavenging of the treated air

energy saving function, night idle.

dehumidification

filter operating indicator.

The outdoor unit will include:

A hermetic rotary or piston compressor

A condensing coil

A helical fan

A control and safety system

The whole will be gathered in a sheet metal casing treated against corrosion and painted with an oven-baked paint.

The outdoor units will be placed on the ground.

The refrigeration connections between indoor and outdoor units will pass under a technical duct or embedded in the masonry. The external refrigeration connections, always in PVC sheath, will be routed on cable trays or other suitable support device (to be submitted for inspection) to the outdoor units.

The cables connecting the indoor and outdoor units and running with the refrigeration connections will be of the U1000 RO2V type.

The pipe supports will be in accordance with the standards and DTU relating to the supports of PVC pipes in the evacuation series.

The suction and discharge line pipes will be thermally insulated by foam insulation of the **armaflex** type with a minimum thickness of 13 mm. No welding of piping passing under sheath will be accepted. The junction points of two armaflex will be glued and covered with an armaflex tape. It is forbidden to crack the armaflex when laying the refrigeration pipes. However, if necessary, the trace must be glued and covered with an armaflex tape. The insulated refrigeration pipes and cables will be protected outside the building by an aluminum or PVC tape before being placed in a PVC sheath. The ends of the sleeves will be caulked to prevent the circulation of air and insects.

The PVC condensate drain collectors will have a minimum slope of 1% and a minimum diameter of 25 mm from each indoor unit. The condensate evacuations will not be collected on any piping of the sanitary plumbing batch and will be carried out separately up to 10 cm from the ground level or in receptacles specially designed for this purpose.

The downspouts must have an accessible siphon at the foot of the column, fitted with a disgorging plug (otherwise, the siphon will be removable).

The supports of the collectors and downspouts will be made in accordance with the standards and DTU relating to the supports of PVC pipes in the evacuation series.

Video projectors

Electrical connection; 220/240 V power supply

Connecting the projector to the network (via an IP address by LAN or by WAN)

Patch to connect 2 VGA sockets + 1 HDMI + 1 video socket + Audio socket

Minimum resolution: 1920 \* 1080 HDTV or 1400 \* 1050 (SX-6A +)

Brightness  $\geq$  5000 ANSI (or 6500 lumens);

DLP type

Warranty period for devices and lamps ( $\geq$ 3000h)

## 23. - PLUMBING

### 23.1. Sanitary water supply and evacuation networks

This section concerns the acquisition of the materials and equipment necessary for the work of supplying drinking water to sanitary facilities and evacuation of wastewater to existing septic tanks. The company will first identify the locations of the pipes and pits. **Manholes** will be created for this purpose. The installation principle adopted will be presented to Control for approval.

The cold water supply will be provided by city water and an existing borehole and two 5,000-liter tanks to be rehabilitated.

The borehole water stored in one of the reservoirs will supply all the WCs and watering taps on the site through an independent network.

City water will be stored in another new 5,000-liter tank (to be purchased) and channeled into the second tank on the slab by a lift pump. This water will supply the showers, sinks and sinks of the building.

It should be noted that within the limits of the planned work, all the indications given, both on the plans and in this descriptive specification, are not limiting in nature. The contractor must comply with the sanitary regulations and decrees in force in Togo concerning water distribution, sewage disposal and sanitation.

### 23.2. WC

This section concerns all the work of acquiring and fixing toilets, paper holders and their accessories. The type, quality and positions will be defined by Control and the Client on the proposal of the company.

### 23.3 Sink

This section concerns all the work of acquiring and fixing sinks, washbasins mirrors and their accessories. The type, quality (JACOB DELAFON or similar) and positions will be defined by the Control and the Client on the proposal of the company.

For the disabled, the sinks must be wheelchair accessible. The upper edge of the washbasin cannot exceed 840 cm and the height of the free space below the washbasin must measure 67 cm.

The taps for the sinks and washbasins at the level of the canteen will be with infrared motion detector such as Ramon Soler, Grohe, SCHELL, etc.

### 23.4 Urinal

This section concerns all the work of acquiring and fixing urinals and their accessories. The urinal will be in the form of a portable Barana type basin with a partition wall between two urinals.

The type, quality and positions will be defined by Control and the Client on the proposal of the company.

### 23.5 Shower column

This section concerns all the work of acquiring and fixing the Shower column including floor drain and their accessories.

The type, quality and positions will be defined by Control and the Client on the proposal of the company.

## 2 4 - PAINTING AND BADIGEON

### 2 4 .1. Paint samples

The contractor shall prepare, at his own expense and on the engineer's indication, samples in sufficient number, which will enable the final colors to be fixed.

Before the execution of the work, fixed witness surfaces will be carried out by checking that the characteristics imposed by this descriptive estimate with regard to the nature of the work and the qualities of materials, are well respected.

The tone of the control surfaces should be identical to that of the chosen sample. There will be as many test surfaces to be produced as there will be different work groups, products used and bright colors.

The marks given in the remainder of this document are indicative. The contractor has the possibility of proposing for approval by the Client, any other brand of his choice, provided that it has at least equivalent qualities.

The entrepreneur is solely responsible for the choice of products and supplies.

Painting on concrete or masonry elements should follow the following steps:

- scraping, cleaning, dusting;
- an impregnation layer;
- an intermediate layer;
- a revision;

- a finishing layer of paint.

#### 2 4 .2 Painting on metallic elements

On surfaces free of all traces of grease, oil, humidity, cement, chalk markings and not showing any defect in flatness, the painting will be carried out as follows:

- stripping, brushing, cleaning, dusting;
- a coat of anticorrosive paint ; a coating comprising the filling of the holes and of any notched parts of the screw holes;
- two (02) coats of glycerophthalic paint.

#### 2 4 .3 Painting on woodwork

On wood joinery free of all traces of cement, chalk markings and showing no flatness defect, the painting will be carried out as follows:

- brushing and dusting;
- a printing layer;
- filling;
- dry sanding;
- an intermediate layer;
- a revision (local application of putty, with sanding);
- a finishing coat.

#### 2 4 .4 Painting on masonry and concrete

On masonry and concrete elements, painting will be carried out as follows :

- ginning and brushing;
- an impregnation layer;
- an intermediate layer;
- a revision;
- a finishing coat of paint

The types, brands and colors will be selected by the control and the Client on the proposal of the company.

## **2 5- VARIOUS ROAD WAYS AND NETWORKS**

Road works and various networks must be carried out in accordance with the rules of the art, under the supervision of the works controller, as provided for in the relevant quotation frameworks.

Supply and installation of rectangular paving stones 11 cm thick on traffic lanes for vehicles including sand bed.



## 26- CARAPAX SHELTERS

A breakage of 2 poles, with a surface of 25m and options (cover protection poles, lighting, anti-rain flaps ...).

Manufacturing techniques for better wear resistance: Curve of anti-wear hoops, treatment of metal frames by hot-dip galvanization inside / outside (lacquer finish on request according to the desired color).

TYPE OF CANVAS: Waterproof Ferrari 502 PVC canvas, M2 fire reaction report, resistance to the most extreme temperatures, resistance to tears, breaks, deformation, UV resistance. Ferrari 402 waterproof PVC canvas, translucent canvas, a 5 YEAR WARRANTY, a light transmission of about 48%, ideal for garden centers, a reaction to fire PV, resistance to the most extreme temperatures, resistance to tears, breaks, deformation, resistance to UV Waterproof LC PVC canvas, a choice of 9 colors, a 5 YEAR GUARANTEE, it is made up of high resistance textile membranes coated in PVC and then painted on both sides. The height of the shelter can be adjusted according to the configuration of the project, the steel sections increasing in proportion.

## 27- WATERPROOFING

In the running part:

- A slope shape of 2% minimum dosed at 300 kg / m<sup>3</sup> of cement minimum.
- EIF (cold impregnation coating)
- A screen of semi independence. (Perforated screen).
- 1st layer: Eurohélasto 20 SL4 or similar
- 2nd layer: Eurohelasto 40 ARDS green welded or similar

In the waterproofing statement, it will be necessary to foresee:

- EIF (cold impregnation coating).
- A reinforcement bracket: eurohelasto 35 S / P or similar
- A waterproofing statement: SETRAL 50 or similar

## E - WORK EVALUATION METHOD

### 1 - CONTENT OF THE PRICES

The unit prices of the price schedule and estimated estimate include all the expenses and charges of the contractor, without exception, in Togo or outside Togo, with a view to carrying out, with the obligation of perfect completion, all the works and services covered by the contract. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free) portion of the bill.

## **2 - DEFINITIVE CHARACTER OF THE PRICES**

The entrepreneur cannot under any pretext, go back on the market prices which were agreed by him.

## **3 - CONSISTENCY AND APPLICATION OF PRICES**

**23.1** All prices take into account not only these definitions, but also all the clauses and elements of all contractual documents, including laboratory tests at the expense of the contractor in accordance with the requirements of the CPTP.

**23.2** A price is only deemed to be capable of being claimed by the contractor if, on the one hand, a certain fraction of the quantity provided for in the estimated detail and corresponding to this basic price has actually been carried out, on the other hand, all the tasks and services included in the definition of this price have been carried out.

**23.3** In this regard, in the event that the engineer considers, with good reason, that only part of the tasks of a price have been carried out, he could only take into account a percentage of completion for the price considered. , in which case, in establishing the corresponding accounts, he would assign this percentage to the quantities resulting from the attachments and to which this price applies. This reduction does not have the value of a reduction, but simply constitutes a provisional withholding, as a guarantee of the contractor's obligations to complete all the tasks at the same price.

**23.4** The attention of the contractor is drawn to the fact that the total amount of the contract is a lump sum. This fixed amount applies to all or part of the contract, whatever the quantities delivered or executed.

## **2. Graphic documents and plans**

*The graphic documents and plans are attached to this tender dossier entitled:*  
**GRAPHIC DOCUMENTS**

**THIRD PART**

**Contract**

## **Section VI. General Administrative Clauses Book**

*[Two possible options: Either fully incorporate the CCAG works in this RFQ (Request For Quotation) or, target only said CCAG by an indexing clause drafted in the RFQ. Example : " The Book of General Administrative Clauses for public works contracts applies to this contract"].*

### **Table of Contents**

#### **A. General 160**

- 1. Definitions**
- 2. Interpretation**
- 3. Penalty for faults committed by candidates or holders of public contracts**
- 4. Market participants**
- 5. Contract documents**
- 6. General obligations**
- 7. Performance guarantees and advance repayment - Retention of collateral - Liability - Insurance**
- 8. Calculation of deadlines - Forms of notifications**
- 9. Industrial or commercial property**
- 10. Labor protection and working conditions**

#### **B. Prices and settlement of accounts**

- 11. Content and character of the prices**
- 12. Remuneration of the Contractor**
- 13. Findings and contradictory findings**
- 14. Terms of settlement of accounts**
- 15. Payment of the price of unplanned works or works**
- 16. Increase in the volume of work**
- 17. Reduction in the amount of work**
- 18. Change in the importance of the various types of work**
- 19. Loss and damage - Force majeure**

## **C. Deadlines**

**20. Setting and extension of time limits**

**21. Penalties, and deductions**

## **D. Construction of works**

**22. Origin of supplies, equipment, materials, materials and products**

**23. Places of extraction or borrowing of materials**

**24. Quality of materials and products — Application of standards**

**25. Qualitative verification of materials and products - Tests and trials**

**26. Quantitative verification of materials and products**

**27. Taking over, handling and conservation by the Contractor of the materials and products supplied by the Client within the framework of the Contract**

**28. Layout of works**

**29. Preparation of the work**

**30. Construction drawings - Calculation notes - Detailed studies**

**31. Amendments to the technical provisions**

**32. Installation, organization, safety and hygiene of construction sites**

**33. Explosive devices of war**

**34. Materials, objects and remains found on construction sites**

**35. Damage to public roads**

**36. Miscellaneous damage caused by the conduct of works or the methods of their execution**

**37. Removal of equipment and unused materials**

**38. Testing and inspection of works**

**39. Construction defects**

**40. Documents provided after execution**

## **E. Reception and guarantees**

**41. Provisional acceptance**

**42. Final acceptance**

**43. Provision of certain works or parts of works**

**44. Contractual guarantees**

**45. Legal guarantee**

**F. Termination of the Contract - Interruption of Works**

**46. Termination of the Contract**

**47. Death, incapacity, judicial settlement or liquidation of the assets of the Contractor**

**48. Adjournment of proceedings**

**G. Coercive measures - Settlement of disputes and disputes - Entry into force**

**49. Coercive measures**

**50. Dispute settlement**

**51. Applicable law and change in regulations**

**52. Entry into force of the Contract**

## A. General information

### 1. Definitions

#### 1.1 For the purposes of this document:

“Contract” designates all the rights and obligations subscribed to by the parties for the performance of the works. The documents and contractual documents are listed in Article 5.2 of the CCAG.

“Contractual documents” means the documents referred to in the Deed of Engagement, including any amendments to said documents.

“Contract Amount” means the sum of the base prices defined in paragraph 11.1.1 of the CCAG.

“Client” or “Contracting Authority” means the administrative division, entity or legal person on whose behalf the work is carried out and whose full identification appears in the Special Administrative Clauses Book.

“Delegated Contracting Authority” means the entity to which the contracting authority has entrusted, where applicable, the exercise, in its name and on its behalf, of all or part of its powers.

“Project Manager” means the legal representative of the Client or the Client's representative during the performance of the Contract;

"Project Manager" means the natural or legal person who, for his technical competence, is charged by the Client or the Client's representative with directing and controlling the execution of the works and proposing their acceptance and their regulations; if the Project Manager is a legal person, he also designates the natural person who has sole capacity to represent him.

“The Contractor” means the legal person whose offer has been accepted by the Client.

“Site” designates all the land on which the works and structures will be carried out, as well as all the land required for site installations and including special access roads and all other places specifically designated in the Contract.

“Special Administrative Clauses” (CCAP) means the document drawn up by the Client forming part of the Call for Tenders file, modified as necessary and included in the constituent documents of the Contract.



“Service order” means any written instruction given by the Client or the Client's representative to the Contractor concerning the performance of the Contract.

"Sub - contractor" means or legal persons charged by the Contractor to carry out part of the work.

## **2. Interpretation**

### **2.1 Interpretation**

The titles and sub - titles of this Cahier are intended exclusively to facilitate their use but have no contractual value.

Words designating persons or parties may also include companies, enterprises and any organization or group having legal personality.

Words containing the singular only must also be understood in the plural and vice versa depending on the context.

### **2.2 Completeness of the agreements**

The Contract represents the totality of the contractual provisions on which the Contracting Authority and the Holder have agreed in relation to its object, and it replaces all communications, and agreements (written as oral) concluded between the parties relating to its object before the date of the last signatory to the Contract.

### **2.3 Amendments**

Amendments and other modifications to the contract can only come into force if they are made in writing, dated, if they refer expressly to the contract, are signed by a duly authorized representative of each of the parties to the contract and approved by the competent authority.

### **2.4 No waiver**

- a) Subject to the provisions of clause 2.4 (b) of the CCAG below, no release, abstention, delay or indulgence by any of the parties to enforce any of the terms and conditions of the Contract or the fact that one of the parties grants an additional period to the other, cannot prejudice the rights devolved to this party by the Market, nor affect or restrict them ; Likewise, the waiver of one of the parties to seek compensation for any breach of the Market shall not constitute a waiver of any request for compensation for subsequent or persistent breach of the Market.
- b) Any waiver of any party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and specifying the right being waived and the scope of this waiver.

## 2.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, this prohibition, invalidity or inapplicability shall not affect the validity or enforceability of the other clauses and conditions of the Contract.

### **3. Penalty for faults committed by candidates or holders of public contracts**

3.1 The US Government requires from the candidates, bidders and holders of its public contracts, that they respect the strictest rules of professional ethics during the award and execution of these contracts. Candidates or tenderers have the obligation, under penalty of rejection of their application or their offer, to make a written commitment to the contracting authority throughout the award procedure until the end of the execution of the market, not to make any payment, to procure any advantage or privilege for the benefit of any person, acting as an intermediary or agent, in remuneration of services aimed at influencing the outcome of the procedure. Without prejudice to the penal sanctions provided for by the laws and regulations in force, sanctions may be imposed on the candidate, tenderer, beneficiary or holder who has:

- (a) engaged in practices of collusion between tenderers in order to set the prices of tenders at artificial and non-competitive levels and to deprive the contracting authority of the advantages of free and open competition ;
- (b) participated in practices aimed at the technical level to create a market split or to influence the content of the tender dossier;
- c) resorted to overbilling and / or duly established false invoicing ;
- d) attempted to influence the evaluation of bids or award decisions, including the proposal of any undue payment or advantage ;
- e) provided false or misleading information or statements, or made use of confidential information in connection with the tendering procedure ;
- f) participated during the performance of the contract in fraudulent acts and practices detrimental to the interests of the contracting authority, contrary to the applicable regulations on public procurement, likely to affect the quality of the services or their price as well as the guarantees from which the contracting authority benefits.

3.2 the following sanctions may be imposed, and, as the case may be, cumulatively:

- a) the confiscation of the guarantees provided by the offender in the context of the tendering procedures in question, in the event that this was not provided for in the specifications;
- b) exclusion from competition for a temporary period depending on the seriousness of the fault committed, including, in the event of collusion established by the public procurement regulatory authority, of any company which owns the majority of the capital of the sanctioned company, or the sanctioned company owns the majority of the capital ;
- c) withdrawal of their approval and / or their qualification certificate ;
- d) a pecuniary penalty, the amount of which depends on the seriousness of the irregularities and violations of the regulations, as well as the advantages that the author may have derived from them, without prejudice to compensation for the damage suffered by the contracting authority .

The inaccuracy of the information burdening the technical, financial capacities and the administrative documents requested in the tender dossier or their falsity is sanctioned by the rejection of the offer, without prejudice to the sanctions that may be taken within the framework of the provisions above.

The contract may be terminated, without prejudice to the penalties that may be taken within the framework of the above provisions, when the offenses committed are established during its execution.

Sanctions are taken by the Dispute Resolution Committee of the Public Procurement Regulatory Authority, which receives denunciations of irregularities noted by the interested parties or those known to any other person before, during and after the award or execution of the market.

#### **4. Market participants**

##### 4.1 Designation of Speakers

4.1.1 CCAP refers to the Client and, if applicable, the Client's Representative, the Project Manager, the Contracting Authority and Project Manager .

4.1.2 The Contractor's bid includes all information necessary or useful for the identification of the Contractor and his (or her) legal representatives.

##### 4.2 Grouped entrepreneurs

4.2.1 For the purposes of this document, Entrepreneurs are considered to be grouped if they have subscribed to a single Deed of Commitment and signed a grouping agreement.

4.2.2 Unless otherwise specified in the CCAP, all members of the grouping will be jointly and severally liable towards the Contracting Authority to respect the clauses of the Contract, and they will have to designate in the commitment document and the grouping agreement, as common agent, One of them to represent all Contractors, vis-à-vis the Contracting Authority, the Project Manager and the **Master of Work** for Contract execution. The composition or constitution of the group may not be changed without the prior written consent of the Contracting Authority.

#### 4.3 Assignment, delegation, subcontracting

4.3.1 Unless the Client has previously agreed, the Contractor may not under any circumstances assign or delegate all or part of the Contract, with the exception of a transfer or delegation to the Contractor's insurers (in the event that the insurers have released the Contractor from any loss of liability) of his right to obtain compensation from a responsible party. In addition, the Entrepreneur may assign or delegate to the benefit of the Entrepreneur's bankers all or part of the sums due or owed under the Contract.

4.3.2 The Contractor cannot subcontract his entire Contract. He may, however, subcontract the performance of certain parts of his Contract, up to a maximum limit of forty percent (40 %) of the total value of the contract, provided that he has obtained the prior acceptance of the Contracting Authority on the identity of each subcontractor and his prior approval of the payment terms of each subcontractor. In any case, the Contractor remains fully responsible for the acts, failures and negligence of subcontractors, their representatives, employees or workers as fully as if they were his own acts, failures or negligence or those of its own representatives, employees or workers.

4.3.3 The approved subcontractor may obtain directly from the Client if the latter and the authorities whose approval is necessary for the entry into force of the Contract agree or if the applicable regulations so require, the payment of works, supplies or services for which it has carried out and which have not already given rise to payment for the benefit of the Contract holder. In this case, the Contractor submits to the Project Manager, before any start of execution of the subcontracting contract, a declaration mentioning:

- a) the nature of the services for which subcontracting is planned,

- b) the name, business name or name and address of the proposed subcontractor,
- c) the payment conditions provided for in the draft subcontract and the estimated amount of each subcontract, in particular the date of establishment of prices and, where applicable, the terms of price variation, the system of advances, down payments, reductions, penalties.

The Project Manager must stamp with his visa all the supporting documents serving as a basis for the direct payment of the subcontractor (s). He has a period of one (1) month to signify his acceptance or his reasoned refusal. After this period, the Project Manager is deemed to have accepted those supporting documents that he has not expressly refused.

When the subcontractor must be paid directly, the holder is required, when requesting acceptance from the subcontractor, to establish that the assignment or pledging of receivables resulting from the Contract does not preclude the direct payment of the subcontractor. -treating.

4.3.4 As soon as acceptance and approval have been obtained, the Contractor shall inform the Project Manager of the name of the natural person qualified to represent the subcontractor and the domicile chosen by the latter near the works.

4.3.5 Recourse to hidden subcontracting, that is to say, without prior acceptance of the subcontractor by the Client is prohibited and exposes the Contractor to the application of the measures provided for in the Article 49 of the CCAG.

#### 4.4 Contractor's representative

From the entry into force of the Contract, the Contractor designates a natural person who represents him vis-à-vis the Project Manager and the Client for all matters relating to the performance of the Contract; this person, responsible for supervising the work, must have sufficient powers to take the necessary decisions without delay. In the absence of such a designation, the Contractor, or his legal representative, is personally deemed to be responsible for the conduct of the works.

#### 4.5 Entrepreneur's domicile

4.5.1 The Contractor is required to elect domicile near the work site and to inform the Project Manager and the Client of the address

of this domicile. Failure by him to have fulfilled this obligation within fifteen (15) days from the date of notification of the Market, all notifications relating to the Market will be valid when they have been made to the address of the main site. Works.

4.5.2 After provisional acceptance of the works, the Contractor is relieved of the obligation indicated in the preceding paragraph; any notification is then validly made to him at the domicile or at the registered office mentioned in the Deed of engagement.

#### 4.6 Company modification

The Contractor is required to immediately notify the Project Manager of any changes made to his company occurring during the performance of the Contract, which relate to:

- a) to persons having the power to bind the company;
- b) the form of the enterprise;
- c) the company name or name;
- d) at the address of the company's head office;
- e) the company's share capital;

and, generally, all significant changes relating to the operation of the company.

### 5. Contract documents 5.1 Language

The Contract and all correspondence and documentation relating to the Contract exchanged by the Holder and the Contracting Authority, will be drawn up in English/French. **Governing Language: in the event of a discrepancy or conflict between the English and French versions of this document, the English language version shall be the official version and shall govern.**

#### 5.2 Constituent documents of the Contract - Order of priority

Contractual parts constituting the contract include :

- a) the contract form, the act of engagement and the letter of notification of award duly signed ;
- b) the tender and its annexes;
- c) the Book of Special Administrative Clauses;

- d) Clauses or special technical conditions containing the description and characteristics of the works as stipulated in the Technical Clauses;
- e) documents such as plans, calculation notes, survey book, geotechnical file when these documents are mentioned in the CCAP;
- f) the schedule of unit prices or the series of prices which takes its place as well as, where applicable, the statement of fixed prices if the Contract provides for it;
- g) the quantitative and estimated Detail, subject to the same exception as above;
- h) the breakdown of the fixed prices and the sub - details of unit prices, when these parts are mentioned as contractual documents in the CCAP;
- i) the General Administrative Clauses Book; and
- j) the General Technical Clauses applicable to the services covered by the Contract as stipulated in the Technical Clauses Book as well as any other document of the same type referred to in the CCAP.

In case of difference between the component parts of the market, these parts prevail in the order they are listed - above.

### 5.3 Contractual documents subsequent to the conclusion of the Contract

After its conclusion, the Contract may only be modified by the conclusion of written amendments subject to the same procedure as that of the Contract. By modification within the meaning of this paragraph, we mean a change which does not result from the implementation of the terms of the Contract or of the regulations in force, the change of which is, if necessary, taken into account under the conditions provided for in the Article 51.2 of the CCAG.

### 5.4 Plans and documents provided by the Contracting Authority

- 5.4.1 Two (2) copies of the plans prepared by the Owner or Master of Work are provided to the Contractor free. The Contractor is responsible for reproducing at his own expense any other copies he may need. Except in cases where this is strictly necessary for the execution of the Contract, the plans, specifications and other documents provided by the Client or the Master of Work shall not, without the consent of the Project Manager, be used or communicated to third parties by the Contractor.

5.4.2 The Contractor shall provide the Project Manager with three (3) copies including one (1) on tracing of all the plans and other documents whose realization is his responsibility under the Contract as well as one (1) copy reproducible from any document the reproduction of which by photocopy cannot be of as good a quality as the original.

5.4.3 One (1) copy of the plans, supplied to the Contractor or produced by him under the conditions provided for in paragraphs 5.4.1 and 5.4.2 of this article will be kept by the Contractor on the site in order to be checked and used by the Master of works.

5.4.4 The Contractor shall notify the Master of Work in writing, with a copy to the Project Manager whenever the planning or the execution of works is likely to be delayed or interrupted if the Master of Work or the Project Manager does not deliver within a reasonable time a plan that he is required to send to the Contractor. The Contractor's notification must specify the characteristics of the required plans and the dates for submitting these plans.

5.4.5 In the event that delays by the Contracting Authority or the Master of works in the delivery of plans or instructions cause prejudice to the contractor, the latter will be entitled to compensation for this prejudice, except in the event that these delays are themselves caused by a failure on the part of the contractor to provide the Master of works with information, plans or documents that he is required to provide.

5.5 Documents to be delivered to the Contractor in the event of the contract being pledged.

5.5.1 As soon as the contract is notified, the Contracting Authority delivers to the Contractor, free of charge, against receipt, a certified shipment of the Contract Form and the other documents mentioned in paragraph 2 of this Article (5.2) at 1 exclusion from CCAG.

5.5.2

## **6. General obligations**

6.1 Adequacy of the offer

6.1.1 The Contractor is deemed to have submitted a complete offer based on unit prices as well as fixed prices if the Contract provides for them, which are, unless the Contract provides otherwise, deemed to cover all of its obligations under the Contract and the constraints necessary for the proper and complete execution of the works and for the repair of



construction defects or recovery of defects. The price composition is more fully described in article 11.1 of the CCAG.

6.1.2 The Contractor is deemed to have inspected and examined the site and its surroundings and to have read and analyzed the available data relating to it before submitting its offer, in particular with regard to:

- a) the topography of the site and the nature of the work site, including the subsoil conditions;
- b) hydrological and climatic conditions;
- c) the extent and nature of the work and materials necessary for carrying out the work and repairing construction defects or repairing defects;
- d) the means of access to the site and the material installations which it may require.

As a general rule, he is considered to have obtained all the necessary information relating to risks, contingencies and any element likely to affect or influence his offer.

## 6.2 Performance in accordance with the Contract

The Contractor must undertake the studies of execution, within the limits of the provisions of the Contract, the complete execution of the works and must remedy the disorders or poor workmanship, in accordance with the provisions of the Contract. The Contractor must direct the work, provide the labor, materials, equipment, equipment, as well as the temporary works required for the execution and completion of the work and the recovery of disorders and poor workmanship.

## 6.3 Compliance with laws and regulations

The Contractor must comply in all points with the provisions of the regulations in force relating to the execution of work and the recovery of defects.

## 6.4 Confidentiality

The Contractor is bound by an obligation of confidentiality with regard to the Contract and the related contractual documents. This same obligation applies to any information, of any nature whatsoever, which has not already been made public, which **itself**, its staff and its subcontractors may have become aware of during the performance of the Contract. . Under no circumstances may he publish or reveal such information without having obtained the prior written consent of the Project Manager,

and only within the limits strictly necessary for the proper performance of the Contract.

## 6.5 Construction processes and methods

The Contractor is entirely responsible for the suitability, stability and safety of all construction processes and methods used for the construction of the works.

## 6.6 Convocation of the Contractor - Site meetings

The Contractor or his representative goes to the offices of the Project Manager or to the sites whenever required: he is accompanied, if necessary, by his subcontractors. In the case of grouped contractors, the above obligation applies to the joint agent; he may be accompanied, if necessary, by other contractors and sub-contractors.

## 6.7 Service orders

6.7.1 Service orders are written; they are signed by the Contracting Authority or the Contracting Authority's representative, dated and numbered. They are sent in three (3) copies to the Contractor; the latter immediately sends back to the Contracting Authority or Contracting Authority's representative one of the two copies for approval and breakdown, after having signed it and entered the date on which it was received. The first service order is sent to the Contractor on the day the Contract enters into force.

6.7.2 When the Contractor considers that the prescriptions of a service order call for reservations on his part, he must, under penalty of foreclosure, present them in writing to the Contracting Authority within fifteen (15) days calculated under the conditions provided for in Article 8 of the CCAG. With the exception of the cases provided for in Articles 16.4 and 15.1 of the CCAG, the Contractor strictly complies with the service orders notified to him, whether or not they have been the subject of reservations on his part.

6.7.3 Service orders relating to subcontracted work are sent to the Contractor, who alone has the capacity to present reservations.

6.7.4 In the case of grouped contractors, service orders are sent to the joint agent who alone has the capacity to present reservations.

## 6.8 Estimate of the Contracting Authority's financial commitments

The Contractor must, within the time period stipulated in the CCAP, provide the Employer with a detailed quarterly estimate of the Contracting Authority's financial commitments comprising all the payments to which the Contractor will be entitled under the Contract. He also undertakes to provide the Master of works, at the latter's request, with revised estimates of these commitments.

#### 6.9 Contractor's staff

The Contractor will use on the site, for the execution of the work and the recovery of defects:

6.9.1 only competent and experienced technicians in their respective specialties as well as supervisors and team leaders capable of ensuring proper supervision of the work,

6.9.2 a skilled, semi-skilled and unskilled workforce allowing the proper fulfillment of all its obligations under the Contract and in strict compliance with execution deadlines.

#### 6.10 Safety of persons and property and protection of the environment

The Contractor must, during the period of execution of the works and the warranty period:

6.10.1 ensure the safety of the persons authorized to be present on the site and maintain the site and the works (as long as these are not accepted or occupied by the Contracting Authority) in good condition, so as to avoid any risks for people,

6.10.2 provide and maintain at its own expense all lighting, protection, fencing, alarm signals and guarding at the times and places necessary or required by the Master of works, by any other duly constituted authority and by the regulations in force, for the protection of works or for the safety and convenience of the public or others,

6.10.3 take all the necessary measures to protect the environment both on and off the site and to avoid any damage or damage to persons or public property or others resulting from pollution, noise or other inconveniences resulting from the methods used implemented to carry out the work.

#### 6.11 Facilities and access granted to other entrepreneurs

6.11.1 The Contractor must allow access to the Site, for the performance of their obligations :

a) other contractors employed by the Contracting Authority and their staff,

b) to the staff of the Contracting Authority or under another authority and appointed by the Client.

6.11.2 In the event that, pursuant to paragraph 6.11.1 above, the Contractor is invited by order of service:

a) to make available to other contractors, the Contracting Authority or third parties, roads or tracks the maintenance of which is the responsibility of the Contractor,

b) to allow these persons to use the temporary works or the equipment of the Contractor on the Site,

(c) to provide them with other services.

Such services will be assimilated to unplanned works which will be governed by the provisions appearing in Article 15 below.

**7. Performance guarantees and advance repayment - Withholding of guarantee - Liability - Insurance**

7.1 Performance guarantees, and advance refunds

7.1.1 The Contractor is required to provide the Contracting Authority with a good performance bank guarantee, in accordance with the model included in the Invitation to Tender Document.

In the event of deduction from the guarantee, for any reason whatsoever, the Contractor must immediately reconstitute it.

The amount of the performance guarantee will be equal to a percentage of the Contract amount indicated in the CCAP but which may not be greater than five (5) percent of the Initial Contract Amount increased or decreased, as the case may be, by the amount of endorsements. In the event of an amendment, the guarantee must be completed under the same conditions. The guarantee will come into force when the contract enters into force.

The performance guarantee is released within one month of the start of the guarantee period or, if the contract does not include such a period, immediately following provisional acceptance of the works.

7.1.2 The Contractor shall also provide the Contracting Authority with a guarantee of refund of the start-up advance, in accordance with the model included in the Tender document. The amount of this guarantee will be equal to the amount of the start-up advance and will be reduced automatically and accordingly, as the advance is charged to down payments. The advance refund guarantee will automatically lapse on the day on which the last part of the advance is charged to a contractual deposit.

## 7.2 Retention of guarantee

7.2.1 A holdback will also be deducted from all amounts to be paid to the Contractor. A portion of each payment is retained by the contracting authority as a holdback to cover the obligation of perfect completion of the work. The portion of the payments retained by the Contracting Authority may not exceed five percent (5%) of the amount of the payments. It is set in the CCAP.

7.2.2 The holdback may be replaced, at the option of the Contractor, by a first demand guarantee in an amount equal to the total amount to be withheld.

7.2.3 The amount of the holdback is refunded or the first demand guarantee is released at the end of the guarantee period. However, if reservations have been notified to the contract holder or to the establishments which have granted their guarantee on first demand during the guarantee period and if they have not been lifted before the expiry of this period, the withholding or the guarantee is released one month the latest after the date of their lifting.

In any case, the form, nature and conditions of release of guarantees as well as the modalities of their restitution are fixed in accordance with the provisions of the FAR (Federal Acquisition Regulation) on the organization of guarantees.

## 7.3 Liability - Insurance

7.3.1 Notwithstanding the insurance obligations hereinafter, the Contractor is and remains responsible and only guarantees Contracting Authority and Master of Work against all claims from third parties, for the repair of damages of any kind , or bodily injury resulting from the performance of this Contract by the Contractor, its subcontractors and their employees.

The Contractor is required to take out at least the insurance appearing in paragraphs 7.3.2 to 7.3.5 of this Article and for the minimum amounts specified in the CCAP.

### 7.3.2 Insurance against risks caused to third parties

The Contractor shall take out civil liability insurance covering bodily injury and material damage that may be caused to third parties as a result of the execution of the work as well as during the warranty period. The insurance policy must specify that the staff of the Contracting Authority, the Master of works as well as those of other companies on the site are considered as third parties for this insurance, which must be unlimited for injury.

### 7.3.3 Occupational accident insurance

The Contractor shall take out, in accordance with applicable regulations, the insurance necessary for this purpose. It will ensure that its subcontractors do the same. It guarantees the Contracting Authority, Master of Work against all claims that its staff or that of its subcontractors could exercise in this regard. For its permanent expatriate staff, where applicable, the Contractor will also comply with the applicable laws and regulations of the country of origin.

### 7.3.4 Insurance covering site risks

The Contractor shall obtain insurance "All risks construction" joint benefit of itself, its subcontractors, the Contracting Authority and Master of Work. This insurance will cover all material damage to which the works covered by the Contract may be subject, including damage due to a defect or defect in the design, plans, construction materials or implementation of which the Contractor is liable under the contract and damage due to natural events. This insurance will also cover damage caused to the property and existing property of the Client.

### 7.3.5 Ten-year liability insurance

The Contractor shall take out insurance covering all of his ten-year liability, which may be involved when the Contract is carried out.

### 7.3.6 Underwriting and production of policies

The insurance appearing in paragraphs 7.3.2 to 7.3.5 of this article must be presented by the Contractor to the Project Manager for approval and then taken out by the Contractor before any work begins.

The Contractor shall take out the ten-year liability insurance provided for in paragraph 7.3.5 of this Article, prior to the start of the works.

All these policies will include a provision subordinating their termination to a notice notified in advance by the insurance company to the Client.

## **8. Calculation of deadlines - Forms of notifications**

8.1 Any time specified in the contract to Contracting Authority, Project Manager, Master of Work or the Contractor begin to run on the day following the occurrence of the event on which the time limit is based.

8.2 When the deadline is fixed in days, it is understood in calendar days and it expires at the end of the last day of the planned duration.

When the deadline is set in months, it is counted from date to date. If there is no corresponding date in the month in which the period ends, it expires at the end of the last day of that month.

When the last day of a period is a weekly, public holiday or non-working day, the period is extended until the end of the first working day that follows.

8.3 Where a document must be submitted within a specified time by the Contractor to the Contracting Authority, the Project Manager or Master of Work, or vice versa, or when the delivery of a document should be run a deadline, the document must be delivered to the addressee against receipt or be sent to him by registered letter with request for acknowledgment of receipt. The date of the receipt or notice of receipt will constitute the date of delivery of the document.

**9. Industrial or commercial property**

9.1 The Client guarantees the Contractor against any claim by third parties concerning patents, licenses, designs and models, trademarks, the use of which is imposed on him by the Contract. It is up to the Contracting Authority to obtain in this case, at its expense, the necessary assignments, licenses or authorizations.

9.2 Subject to the provisions of the preceding paragraph, the Contractor warrants the Contracting Authority and Master of Work against any claims of third parties relating to patents, licenses and designs, manufactures or trademarks and other rights protected relating to the equipment of the Contractor or of its subcontractors, materials or equipment used for or in connection with the works or incorporated therein as well as all damages, costs, charges and expenses of any kind relating thereto. In this case, it is up to the Contractor to obtain, at its own expense, all necessary assignments, licenses or authorizations allowing in particular the Contracting Authority to proceed or have carried out subsequently and by whom it sees fit to all the necessary repairs.

**10. Labor protection and working conditions**

10.1 The Contractor must, unless otherwise provided in the Contract, deal with the recruitment of personnel and workforce, as well as their remuneration, accommodation, supplies and transport in strict compliance with the regulations in force complying, in particular, with labor regulations (particularly with regard to working hours and days of rest), social regulations and all applicable health and safety regulations.

- 10.2 With regard to expatriate staff, the Contractor must ensure strict compliance with the laws and regulations that concern him.
- 10.3 Independently of the obligations prescribed by laws and regulations concerning manpower, the Contractor is required to communicate to the Project Manager, at his request, the updated list of names of the personnel he employs with their qualifications.
- 10.4 The Project Manager may at any time demand from the Contractor proof that he is in order, with regard to the application to his staff employed in the execution of the works covered by the Contract, with regard to the social legislation, particularly with regard to wages, health and safety.
- 10.5 The Contractor may, if he deems it useful and with the agreement of the Project Manager, request and use, after obtaining them, the exceptions to the regulations in force and to the existing collective agreements. No increase in the price (s), nor any additional payment is granted to the Contractor as a result of these exceptions.
- 10.6 The Project Manager may require the departure from the site of any person employed by the Contractor showing incapacity or guilty of negligence, repeated recklessness or lack of integrity and, more generally, of any person employed by him and whose action is contrary to the proper execution of the work.
- 10.7 The Contractor alone bears the damaging consequences of fraud or poor workmanship committed by the people he employs in carrying out the work.
- 10.8

**B. Prices and settlement of accounts**

**11. Content and character of the prizes**

**11.1 Price content**

- 1.1.1 The prices are deemed to include all expenses resulting from the execution of the works, including overheads and, as specified in paragraph 5 of this Article unless otherwise provided by the CCAP, all taxes, duties and taxes of any kind. Owed by the Contractor and / or its employees and sub - contractors because of the works, with the exception of taxes normally due under the payment of the Employer to the Contractor which this Marketplace is specifically exempted by a provision of the CCAP. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).



1.1.2 Unless otherwise provided by the CCAP, prices are expressed in CFA francs (FCFA).

1.1.3 With the exception of the few constraints that are specifically mentioned in the contract as not being covered by the price, those - they are deemed to provide the Contractor a margin for risk and benefits and take into account all constraints execution of works which are normally foreseeable by a competent contractor in the circumstances in which these works are carried out and in particular constraints resulting from:

- a) natural phenomena;
- b) the use of the public domain and the functioning of public services;
- c) the presence of pipes, conduits and cables of any kind, as well as the work necessary to relocate or transform these installations;
- d) the simultaneous construction of other works, due to the presence of other contractors;
- e) the application of tax and customs regulations.

Unless otherwise stipulated by the CCAP, the prices are deemed to have been established considering that no service is to be provided by the Client. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

1.1.4 .

## **11.2 Distinction between unit prices and fixed prices**

1.2.1 The prices are either unit prices or fixed prices which are defined respectively as follows :

- a) a unit price is any price that is not a lump sum price as defined below, including, without limitation, any price that applies to a type of work or item of work for which the quantities are stated in the Contract only on a provisional basis.
- b) a lump sum price is any price that pays the Contractor for a specific work, part of the work, or set of services defined in the Contract and that is either explicitly stated in the Contract as a lump sum, or applies in the Contract only to a set of services that is not likely to be repeated.

## **11.3 Price breakdown and sub-details**

1.3.1 The prices are detailed by means of a breakdown of fixed prices and sub-details of unit prices.

- 1.3.2 The breakdown of a fixed price is presented in the form of an estimated detail comprising, for each type of work or each element of the work, the quantity to be carried out and the corresponding price and indicating what are, for these price in question, the percentages mentioned in subparagraphs a) and b) of paragraph 11.3.3 of this Article.
- 1.3.3 The sub-details of a unit price give the content of the price by reference to the following categories:
- a) disbursements or direct costs, broken down into expenditure on staff salaries and allowances, salary costs, expenditure on materials and consumables, equipment expenditure;
  - b) overheads, on the one hand, taxes and duties, on the other hand, expressed by percentages of disbursements defined in paragraph a); Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).
  - c) the margin for risks and rewards, expressed as a percentage of the whole of the two preceding items.
- 1.3.4 If the breakdown of a fixed price or the sub - detail of a unit price does not appear among the contractual documents; if its production is not foreseen by the CCAP within a certain period, a service order may order this production and, in this case, the period granted to the Contractor may not be less than twenty-one (21) days.

The absence of production of the breakdown of a fixed price or of the sub - detail of a unit price, when this document is to be produced within a determined period, prevents payment of the first deposit following the due date of the payment. said piece.

#### **11.4 Price revision**

- 1.4.1 Prices are deemed to be firm unless the Contract provides that they are subject to revision.
- 1.4.2 The price revision can only take place if it is expressly provided for in the CCAP. In this case, the amount of the Contract is revisable as indicated to the CCAP

In the event of a delay in the execution of the works, attributable to the Contractor, the services performed after the contractual execution period will be paid on the basis of the prices revised on the day of the expiry of the contractual execution period (itself, possibly extended by the duration of delays not attributable to the Contractor).

- 1.4.3 If the Contract prices are firm and the period of validity of the offers has expired without the contractor receiving a notification of the service order to begin work from the contracting authority or the contracting authority. 'delegated work, the Contract Amount can be updated to take

account of cost variations between the expiry date of the offers and the date of the start of performance of the contract, by applying the formula to the original amount of the offer. update appearing in CCAP

### **11.5 Taxes, duties, taxes, fees, contributions**

11.5.1 The Contract Price shall include all taxes, duties, fees and assessments of any kind payable outside Togo in connection with the performance of the Contract, including, but not limited to, taxes, duties, fees and assessments for the manufacture, sale and transportation of the Contractor's and its Subcontractors' supplies, materials and equipment, whether or not such supplies, materials or equipment are intended to be incorporated in the Work, as well as taxes, duties, fees and assessments of any kind payable in connection with the performance of the Work. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

11.5.2 Unless otherwise provided by the CCAP, the Contract Amount also includes all taxes, duties, taxes, fees and contributions of any kind payable in Togo, including the Para fiscal tax for the regulation of public contracts and public service delegations, provided for by article 11 of law n ° 2009-013 of June 30, 2009 relating to public contracts and public service delegations . These were calculated taking into account the terms of base and rate in force thirty (30) days before the deadline set for submission of the offer. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

11.5.3 The prices include in particular the taxes, duties and taxes payable on importation, both as regards the definitive importation and the temporary importation of the supplies, materials and equipment necessary for the performance of the works. They also include all taxes, fees and charges payable on the profit or turnover of the Contractor and its sub - contractors and this, whatever the method of determining the profit realized (partially or fully tax lump Or other). They also include all taxes, duties, taxes and contributions payable on the staff of the contractor and those of its suppliers, contractors or sub - contractors. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

11.5.4 The Contractor, when the regulations provide for it, will pay directly all the contributions, taxes, duties and taxes for which he is liable to the competent agencies and will provide the Project Manager, on request, with proof of the corresponding payments. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

- 1.5.5 When the regulations provide for the payment of taxes, duties, levies and contributions by means of withholding tax operated by the Contractor, then repayment by the latter to the competent agencies, the Contractor shall make these deductions and return them to the agencies in question within the time limits provided for by the regulations in force. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).
- 1.5.6 When the regulations provide for deductions to be made at source on all or part of the payments made by the Contracting Authority to the Contractor, the amount of these deductions shall be deducted from the sums due to the Contractor and transferred by the Contracting Authority on behalf of the Contractor to any other competent agency. In this case, the Contracting Authority shall send the Contractor a receipt justifying the payment of these sums within fifteen (15) days of their payment.
- 1.5.7 In the event that the Contracting Authority obtains from the customs administration an exemption regime or a suspensive regime that was not originally provided for in terms of taxes, duties and taxes due to the Importation of supplies, materials and equipment for final or temporary admission after the entry into force of the contract, a corresponding reduction in the price will occur and this reduction will be noted in an addendum. In the event that, to obtain such an advantage, a deposit or guarantee of any kind is to be provided to the tax and customs administration, this deposit or guarantee will be the sole responsibility of the Contractor.
- 1.5.8 In the event of changes in tax, customs or social regulations, or their interpretation, in Togo , compared to that applicable thirty (30) days before the deadline set for the submission of tenders having the effect of increasing the Contractor's costs, the latter will be entitled to a corresponding increase in the Contract Amount. To this end, within two (2) months following the modification, the Contractor shall notify the Contracting Authority of the consequences of this modification. In the following month, the Contracting Authority will propose to the Project Manager the drafting of an amendment to the contract. In case of disagreement between the Contractor and the Project Manager on the terms of the amendment persistent one (1) month after the notification of the amendment by Contracting Authority to the Project Manager, the settlement procedure disputes contained in the FAR (Federal Acquisition Regulation) shall apply. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

## **12. Compensation of the Contractor**

### **12.1 Settlement of accounts**

The contract accounts are settled by the payment of advances, monthly installments and the balance, established and paid under the conditions provided for in Article 14 of the CCAG.

### **12.2 Works at the company**

- 2.2.1 The works at the company correspond to all the works performed by the Contractor under the Contract, under its responsibility, except for contracted works defined in paragraph 12.3 below. They are remunerated under the conditions provided for in the contract, either on the basis of fixed prices or unit prices, or according to a mixed formula including fixed prices and unit prices.
- 2.2.2 In the case of the application of a unit price, the amount due is determined by multiplying this price by the quantity of types of work executed or by the number of work elements implemented.
- 2.2.3 In the case of application of a fixed price, the price is due as soon as the work, the part of the work or the set of services to which it relates has been performed; any identified differences for each kind of work or work of each element between the quantities actually executed and the amounts indicated in the breakdown of that price, established in accordance with paragraph 11.3.2 of the CCAG, even if it - has contractual value, cannot lead to a modification of the said price; it is the same for the errors which could include this decomposition.

### **12.3 Contract work**

- 2.3.1 The Contractor shall, when required by the Contracting Authority, make available to that - these personnel, supplies and equipment as requested for the performance of work incidental to as provided by the contract. For this work, known as “work under contract”, the Contractor is entitled to reimbursement:
  - a) salaries and allowances subject to salary charges that he paid to staff, increased under the conditions set by the CCAP to cover salary costs, overheads, taxes, duties and profits; Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).
  - b) the sums he spent on other services provided, namely allowances not subject to salary costs paid to staff, supplies and equipment, these sums being increased under the conditions set by the CCAP to cover overheads, taxes, duties and profits. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

- 2.3.2 The Contractor's obligation to carry out work under contract ceases when the total amount of reimbursement rights reaches a percentage of the Contract Amount set by the CCAPs.

#### **12.4 Down payments on supplies**

Each deposit received under the conditions of paragraph 1 of this Article includes, if applicable, a portion corresponding to the supplies made up for the work, provided that the CCAP provides for the possibility of such advances and the terms of their payment.

The corresponding amount is obtained by applying to the quantities to be taken into account the prices of the Price Schedule inserted in the contract relating to the materials produced or construction components to be implemented.

Materials, products or construction components that have been the subject of a down payment for supply remain the property of the Contractor. However, they cannot be removed from the site without the written authorization of the Contracting Authority.

#### **12.5 Lump-sum start-up advance**

The Contractor will benefit from a lump-sum start-up advance as soon as he has provided the guarantee referred to in paragraph 7.1.2 of the CCAG. The amount of this advance and its conditions for charging down payments are set at the CCAP.

#### **12.6 Price review**

When, under the conditions specified in Article 11.4 of the CCAG, a price revision is planned, the revision coefficient applies:

- (a) work at the company carried out during the month;
- b) indemnities, penalties, deductions relating to the month in question;
- c) the variation, more or less, at the end of the month, compared to the previous month, of the sums deducted for supplies and advances at the end of that month.

This coefficient is rounded to the next thousandth.

#### **12.7 Default interest**

In the event of delay in the payments due in accordance with the provisions of Article 14.2 of the CCAG, the Contractor is entitled to default interest at the rate provided for in the CCAP. If these delays result from a cause for which the Contracting Authority is empowered, under the Contract, to suspend payments, default interest is not due.

#### **12.8 Remuneration of grouped entrepreneurs**

In the case of a contract concluded with grouped contractors, the work carried out is subject to payment to a single account, the characteristics of which are transmitted to the Contracting Authority by the common representative designated by name in the grouping agreement.

**12.9 Remuneration of subcontractors paid directly.** There is no direct relationship between Peace Corps and Subcontractors.

**13. Conflicting findings and observations**

13.1 Within the meaning of this Article, the finding is a material transaction, the finding is the resulting document.

13.2 Contradictory findings concerning the services performed or the circumstances of their performance are made at the request of either the Contractor or the Master of works .

The findings concerning the services performed, when it comes to work paid for at a unit price, relate to the elements necessary for the calculation of the quantities to be taken into account, such as results of measurements, gauging, weighing, counting, and on the characteristic elements necessary for determining the unit price to be applied.

13.3 The contradictory findings made to safeguard the possible rights of one or the other of the parties do not prejudice the existence of these rights.

13.4 The Master of works fixes the date of the findings; when the request is presented by the Contractor, this date may not be more than eight (8) days later than that of the request. The findings give rise to the drafting of a report drawn up on the spot by the Master of works in contradiction with the Contractor.

If the Contractor refuses to sign this report or only signs it with reservations, he must, within the following fifteen (15) days, specify in writing his observations or reservations to the Master of works .

If the Contractor, duly summoned in good time, is not present or represented at the findings, he is deemed to accept the resulting report without reservation.

13.5 The Contractor is required to request in good time that contradictory findings be made for the services which could not be the subject of subsequent findings, in particular when the works must subsequently be hidden or inaccessible. In the absence of this and except for proof to the contrary provided by him and at his expense, he is not entitled to contest the decision of the Project Manager relating to these services.

## **14. Terms of settlement of accounts**

### **14.1 Monthly statements**

14.1.1 Before the end of each month or under the conditions provided for in the CCAP with regard to the advance (s), the Contractor submits to the Master of works a draft statement establishing the total amount established at the end of the previous month of the amounts to which he is entitled, due to the execution of the Contract since the beginning of the - one.

This amount is determined from the base price, i.e. the prices in the contract, including discounts or surcharges that may be indicated, but without prices revision.

If unscheduled works or works have been carried out, the provisional prices mentioned in Article 14.3 are applied as long as the final prices are not fixed.

If reductions have been fixed in accordance with the provisions of article 25.6 of the CCAG, they are applied.

The draft monthly statement drawn up by the Contractor is accepted or corrected by the Contracting Authority; it then becomes the monthly statement.

14.1.2 The monthly statement includes, as necessary, the following different parts:

- a) work at the company;
- b) contract work;
- c) supplies;
- d) advances;
- e) indemnities, penalties, and holdbacks other than holdback;
- f) reimbursement of expenses incumbent on the Client for which the Contractor has made the advance;
- g) amount to be deducted equal to the excess of the expenses made for the services performed automatically in place of the defaulting Contractor over the sums which would have been



paid to this Contractor if he had performed these services;

h) default interest.

14.1.3 The amount of the works to the company is established as follows:

The statement includes a statement of the work carried out, as it results from contradictory findings or, failing that, from the evaluations of the Contracting Authority. The fixed prices can be divided if the work or the part of the work to which the price relates is not finished: a fraction of the price is then counted equal to the percentage of execution of the work or of the part of the work, to determine this percentage, it makes use of, if the Contracting Authority so requires, of the price breakdown defined in Article 11.3 of the CCAG.

The progress determined by one of two payment methods defined below - it is subject to a contradictory report.

14.1.4 The amount of supplies is established by taking into account those that are established and not yet used.

14.1.5 In each of the parts listed in paragraph 14.1.2 of this Article, the statement distinguishes, if applicable, the items for which the price is firm and those for which the price is revisable, as stated in the Article 11.4 of the CCAG, possibly distributing these latter elements among the various revision methods provided for by the Contract.

The statement specifies, where applicable, the items liable to turnover tax due on payments from the Contracting Authority to the Contractor, possibly distinguishing between the applicable tax rates. Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

14.1.6 The Contracting Authority may ask the Contractor to draw up the draft bill according to a model or methods recommended by the competent authorities or by the financing organizations.

14.1.7 The Contractor shall attach the following documents to the draft bill if he has not already provided them:

a) the calculations of the quantities taken into account, carried out on the basis of the elements contained in the contradictory reports;

b) the calculation, with supporting justifications, of the price revision coefficients; and

c) where applicable, the documents justifying the disbursements, made under Article 27.4 of the CCAG, for which he requests reimbursement.

14.1.8 The elements appearing in the monthly statements are not final and are not binding on the contracting parties.

#### **14.2 Monthly installments**

4.2.1 The amount of the monthly deposit to be paid to the Contractor is determined, from the monthly account, by the Contracting Authority, who draws up for this purpose a statement showing :

a) the amount of the deposit established on the basis of the basic prices: this amount is the difference between the amount of the monthly account in question and that of the previous monthly account; it distinguishes, like the monthly statements, the various elements liable to the various methods of price revision and, where applicable, the various rates of the turnover tax applicable to the payments made by the Contracting Authority to the Contractor; Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).

b) the effect of the price revision, in accordance with the provisions of Articles 11.4 and 12.6 of the CCAG;

c) Where applicable, the amount of turnover tax applicable to payments made by the Contracting Authority to the Contractor; Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill) and

d) the total amount of the deposit to be paid, this amount being the sum of the amounts specified in a), b) and c) - above less the holdback under the Contract.

14.2.2 The Master of works notifies the Contractor, by service order, of the down payment accompanied by the statement that served as the basis for the latter if the project established by the Contractor has been modified.

14.2.3 The payment of the deposit must be made to the bank account designated at the CCAP, and intervene sixty ( 60 ) days at the latest after the date on which the draft account is submitted by the Contractor to the Project Manager . When, for a reason not attributable to the Contractor, payment is not made within this period, the Master of works shall inform the Contractor thereof.

14.2.4 The amounts appearing in the monthly installment statements are not final and are not binding on the contracting parties, except as regards the effect of the price revision mentioned in paragraph 14.2.1 ( b) of this Article when the Contractor has not made any reservations in this regard

upon receipt of the service order mentioned in paragraph 14.2.2 of this Article.

### **14.3 Final statement**

- 14.3.1 After completion of the works, the Contractor, together with the draft bill relating to the last month of their execution or in place of this project, draws up the draft final bill establishing the total amount of sums to which he can claim due to the performance of the Contract as a whole, the evaluations being made taking into account the services actually performed. This count project is established from the base price as the monthly tally of projects and has the same parts as those - these, with the exception of supplies and advances; it is accompanied by the elements and documents mentioned in paragraph 1.7 of this Article if they have not been previously provided.
- 14.3.2 The final settlement project is delivered to the Master of work within forty-five (45) days from the date of notification of the decision of provisional acceptance of the work as provided for in Article 41.3 of the CCAG. However, if done under the provisions of Article 41.5 of the CCAG, the trial date - verbal stating the execution of additional services is substituted for the date of notification of the decision of acceptance of the work as the starting point of time listed - above.

In case of delay in presenting the final settlement project after formal notice remained without effect, the count can be established automatically by the Master of work at the expense of the Contractor. This statement is notified to the Contractor with the general statement provided for in Article 14.4 below.

- 14.3.3 The Contractor is bound by the information appearing in the draft final statement, except on the points on which he would have previously expressed reservations, as well as on the final amount of default interest.
- 14.3.4 The draft final statement by the Contractor is accepted or corrected by the Master of works; it then becomes the final count.

### **14.4 General and final statement, balance**

- 14.4.1 The Master of Work establishes the general statement that includes:
  - a) The final account defined in paragraph 14.3.4 of this Article;
  - b) The statement of the balance established, from the final statement and the last monthly statement, under the same conditions as those defined in paragraph 14.2.1 of this Article for monthly down payments;

- c) The summary of the monthly installments and the balance; and
  - d) The amount of the general statement is equal to the result of this last recapitulation.
- 14.4.2 The general accounting, signed by the Project Manager must be notified to the Contractor in order of service before the later of these two dates - after:
- a) forty-five (45) days after the date of submission of the draft final statement;
  - b) thirty (30) days after the publication of the last benchmarks allowing the balance to be revised.
- 14.4.3 Payment of the balance must be made within sixty (60) days of notification of the general statement.
- 14.4.4 The Contractor shall, within forty-five (45) days counted from the notification of the general account, return the Master of work, his signature, with or without reservations, or to communicate the reasons why he refuses to sign it. No further reservations will be accepted after the Contractor has returned the statement.

If the signing of the general statement is given without reservation, this acceptance is definitively binding on the parties, except with regard to the amount of default interest; this statement thus becomes the general and final statement of the contract.

If the signing of the general statement is refused or given with reservations, the reasons for this refusal or these reservations must be set out by the Contractor in a complaint statement which specifies the amount of the sums for which he claims payment and which provides the justifications necessary by resuming, under penalty of foreclosure, the claims already formulated previously which have not been the subject of a final settlement; This submission must be delivered to the Master of work within the time specified in the first paragraph of this paragraph. The settlement of the dispute then takes place according to the modalities indicated in Article 50 of the CCAG.

If the reservations are partial, the Contractor is bound by his implicit acceptance of the elements of the account to which these reservations do not relate.

- 14.4.5 If the Contractor has not returned to the Master of works to implement the general statement of account signed within forty-five (45) days specified in paragraph 14.4.4 of this Article, or in the event that, having returned it within this period, it has not justified its refusal or has not set out in detail the reasons for its reservations,

specifying the amount of its complaints, this general statement is deemed to have been accepted by it; it becomes the general and final statement of the contract.

**15. Payment of the price of works for works not planned**

15.1 This Article concerns the works or works completion of which is decided by the Contracting Authority and for which the Contract does not provide a price. These works may be requested from the Contractor, by a service order, who will be required to perform them insofar as the Contract Amount, on the date of its conclusion, is modified by less than ten ( 10) percent .

15.2 The new prices concerning the works or works defined in paragraph 1 above may be either unit prices or fixed prices.

Unless otherwise indicated, they are established on the same basis as the contract prices and on the basis of the economic conditions in force in the month in which these prices are established.

If there are flat-rate price decompositions or unit price sub - details, their elements, in particular the prices contained in the decompositions, are used for the establishment of the new prices.

15.3 The service order mentioned in paragraph 1 of this Article, or another service order intervening no later than fifteen (15) days later, notifies the Contractor of provisional prices for the payment of unplanned works or work.

These provisional prices are fixed by the Master of works after consultation with the Contractor. They must be accompanied by a sub - detail, if they are unit prices, or a breakdown, if they are fixed prices, this breakdown not including any new unit price in the case of a fixed price for which the prescribed changes relate only to the quantities of types of work or elements of work.

Provisional prices are waiting prices which imply neither the acceptance of the Master of works nor that of the Contractor; they are applied for the establishment of the accounts until the final prices are fixed.

15.4 The Contractor is deemed to have accepted the provisional prices if, within thirty (30) days following the service order which notified him of these prices, he has not submitted an observation to the Master of works in indicating, with all useful justifications, the prices it offers.

15.5 When the Project Manager and the Contractor agree to set the final prices, these are the subject of an amendment.

15.6 In the event of a disagreement persisting more than sixty (60) days after the service order between the Contracting Authority and the Contractor for the fixing of the final prices, the dispute will be settled in application of the provisions of Article 50 of the CCAG.

**16. Increase in the volume of work**

16.1 For the application of this Article and of Article 17 of the CCAG, the “mass” of the works means the amount of the works to the company, valued from the base prices defined in paragraph 11.1.1 of the CCAG , possibly taking into account new, final or provisional prices set in application of Article 15 of the CCAG.

The "initial weight" of the work is the mass of the work resulting from market forecasts, it is - to - say the initial contract may be amended or supplemented by the endorsements intervened.

16.2 Subject to the application of the provisions of paragraph 16.4 of this Article, the Contractor is required to complete the construction of the works covered by the Contract, regardless of the size of the increase in mass of the work which may result from technical constraints or insufficient quantities provided for in the Contract.

16.3 If the increase in the mass of the work is greater than fifteen ( 15 ) percent of the initial mass, the Contractor is entitled to be compensated in the end for any damage he may have suffered as a result of this increase beyond the fifteen (15) percent increase limit.

16.4 When the mass of the work carried out reaches the initial mass, the Contractor must stop the work if he has not received a regular service order notifying him of the decision to continue them taken by the Project Manager. This decision to continue is only valid if it indicates the limit amount up to which the work can be continued, any exceeding of this limit amount must give rise to the same procedure and lead to the same consequences as those defined below - afterwards for exceeding the initial mass.

The Contractor is required to notify the Master of works at least thirty (30) days in advance of the probable date on which the mass of the work will reach the initial mass. The order to continue work beyond the initial mass, if given, must be notified at least ten (10) days before this date.

In the absence of an order to continue, the works which are carried out beyond the initial mass are not paid and the precautionary measures to be taken, decided by the Master of works, are the responsibility of the increase beyond the fifteen (15) percent increase limit unless the Contractor has not sent the required notice provided above.

16.5 Within fifteen (15) days following any service order having the effect of leading to a modification of the mass of the work, the Master of works informs the Contractor of the provisional estimate that he makes of this modification.

**17. Reduction in the workload**

17.1 If the reduction in the mass of the work is greater than fifteen (15) percent of the initial mass, the Contractor is ultimately entitled to compensation for any damage he may have suffered as a result of this decrease in the-beyond the reduction limit of fifteen (15) percent.

**18. Change in the importance of the various types of work**

18.1 In the case of work items paid for at unit prices, when, as a result of service orders or circumstances which are neither the fault nor the fault of the Contractor, the importance of certain types of work is modified so that the quantities performed differ by more than thirty (30) percent more, or more than twenty-five (25) percent less than the quantities shown in the Estimated and Quantitative Detail of the Contract, the Contractor has the right to be ultimately compensated for any harm that may have been caused to him by these changes.

The compensation to be granted, if applicable, will be calculated on the basis of the difference between the quantities actually executed and the planned quantities increased by thirty (30) percent or decreased by twenty-five (25) percent.

The foregoing stipulations are not applicable to the types of works for which the amounts of the works appearing, on the one hand, in the Quantitative and Estimated Detail of the Contract and, on the other hand, in the final account of the works are one and the other less than five (5) percent of the amount of the Contract.

Unless otherwise stipulated in the CCAP, the Contractor may not claim any compensation for the execution of types of works whose unit prices appear in the Price Schedule but for which the Quantitative and Estimated Detail does not explicitly include quantities, unless, however, the total amount of the work performed to which such prices apply exceeds five (5) percent of the amount of the Contract.

18.2 In the case of work items paid at fixed prices, when changes are ordered by the Project Manager in the consistency of the work, the new price fixed according to the terms provided for in Article 15 of the CCAG takes into account the charges any additional costs incurred by the Contractor as a result of these changes, excluding the damage compensated, if applicable, by application of Article 16.3 or Article 17.

**19. Loss and damage - Force majeure**

19.1 The Contractor shall not be awarded any compensation for loss, damage or damage caused by his negligence, lack of foresight, lack of resources or improper maneuvering.

19.2 The Contractor shall take at his own expense and risk the necessary arrangements to ensure that supplies and site equipment and installations as well as works under construction cannot be removed or damaged by storms, floods, swells and other natural phenomena which are normally foreseeable in the circumstances in which the work is carried out.

19.3 By force majeure, for the performance of this Contract, we mean any unforeseeable, irresistible act or event beyond the control of the parties and which makes the performance of the Contract practically impossible, such as natural disasters, fires, explosions, war, etc. insurrection, mobilization, general strikes, earthquakes, but not acts or events which would only make the performance of an obligation more difficult or more onerous for the debtor.

The CCAP defines, as necessary, the threshold for bad weather and other natural phenomena which are deemed to constitute an event of force majeure under this Contract.

In the event of an event of force majeure, the Contractor is entitled to compensation for the damage suffered and to a reasonable increase in the execution times, it being specified, however, that no compensation can nevertheless be granted to the Contractor for total or partial loss of its floating equipment, the insurance costs of this equipment being deemed to be included in the market prices.

The Contractor who invokes the case of force majeure must immediately after the appearance of a case of force majeure, and within a maximum period of seven (7) days, send the Contracting Authority a notification by registered letter establishing the elements constitutive of force majeure and its probable consequences on the completion of the Market.

In all cases, the Contractor must take all necessary measures to ensure, as soon as possible, the normal resumption of performance of the obligations affected by the case of force majeure.

If, following a case of force majeure, the Contractor could not perform the services as provided for in the Contract for a period of thirty (30) days, he must examine as soon as possible with the Contracting authority the contractual consequences of the said events on the execution of the contract and in particular on the price, the deadlines and the respective obligations of each of the parties.

When a situation of force majeure has existed for a period of at least sixty (60) days, each party will have the right to terminate the Contract by written notification to the other party.

## **C. Deadlines**

### **20. Setting and extension of deadlines**

#### **20.1 Execution deadlines**

20.1.1 The period of execution of the works fixed by the Contract applies to the completion of all the planned works incumbent on the Contractor, including, unless otherwise provided for in the Contract, the retraction of the site installations and the handing over in state of the grounds and places. This period takes account including all constraints arising, if any, of the work of sub - contractors and / or by other companies on the site.

Subject to provisions otherwise outlined in the CCAP, this period begins from the date of notification of the service order to start the services

20.1.2 The provisions of paragraph 20.1.1 of this Article apply to the deadlines, distinct from the deadline for completing all the works, which may be set



by the Contract for the execution of certain sections of the work, or certain works, parts of works or sets of services.

## **20.2 Extension of execution deadlines**

20.2.1 When a change in the mass of works or a modification of the importance of certain types of works, a substitution for works initially planned for different works, an encounter of unforeseen difficulties during the work, a postponement work decided by the Project Manager or a delay in the execution of preliminary operations which are the responsibility of the Contracting Authority or preliminary works which are the subject of another Contract, justifies either an extension of the turnaround time or the postponement of the start of work, the importance of the extension or postponement is debated by the Master of work with the contractor, then it is subject to the approval of the Project Manager, and the decision - is notified to the Contractor in order of service.

20.2.2 In the event of inclement weather exceeding the threshold set by the CCAP, resulting in work stoppage on the sites, the work execution times are extended. This extension is notified to the Contractor by a service order which specifies its duration, which is equal to the number of days actually observed during which the work was stopped due to bad weather, in accordance with said provisions, by deducting, if applicable the number of days of foreseeable bad weather indicated in the CCAP.

20.2.3 Apart from the cases provided for in paragraphs 2.1 and 2.2 of this Article, the Contractor may only be entitled to an extension of the execution deadlines in the following cases:

- a) setting out the provisions of Article 19 of the CCAG,
- b) non-compliance by the Client with its own obligations; or
- c) conclusion of an amendment.

20.2.4 When the extension of the execution deadlines notified to the Contractor by service order has exceeded a period fixed in the CCAP, the latter will have the option, within fifteen (15) days following the notification of the order service resulting in exceeding this period, to request termination of the Contract.

## **21. Penalties, and deductions**

21.1 In the event of a delay in the execution of the works, a daily penalty is applied, fixed by the CCAP, equal to a certain number of thousandths of the amount of the entire Contract. This amount is that resulting from market forecasts, it is - to - say the initial market possibly modified or supplemented by the endorsements intervened; it is valued on the basis of the base prices defined in paragraph 14.1.1 of the CCAG.

21.2 Penalties are incurred simply because of the finding of the delay by the Master of Work and the Employer may, without prejudice to any other method of recovery, deduct the amount of the penalties of all amounts due from it to the Contractor. The payment of these penalties by the Contractor, which represent a lump sum assessment of the damages owed to the

Contracting Authority for the delay in the execution of the work, in no way releases the Contractor from all other obligations and responsibilities that it has entered into under the Contract.

- 21.3 In the event of termination, penalties are applied up to and including the day of notification of the termination decision or until the day on which the operation of the Entrepreneur's business ceases if the termination results from one of the cases provided for in Article 47 of the CCLS.
- 21.4 The provisions of the two preceding paragraphs are applicable to any penalties provided for by the CCAP in the event of delay in the completion of certain works, parts of works or sets of services subject to specific deadlines or deadlines set in the market.
- 21.5 Weekly rest days as well as public holidays or non-working days are not deducted for the calculation of penalties.
- 21.6 The amount of penalties is capped at the level set by the CCAP. When the penalty limit is reached, the Contracting Authority is entitled to terminate the Contract without prior notice.

#### **D. Construction of works**

#### **22. Origin of supplies, equipment, materials, materials and products**

- 22.1 The Contractor is free to choose the source of building materials or components as well as the mode of transport of these elements, their insurance and banking services related thereto, provided they can justify those - will meet under the conditions set by the contract.

#### **23. Extraction sites or borrowing materials**

- 23.1 When the contract fixes extraction sites or borrow materials and that during the work the deposits are insufficient in quality or quantity, the Contractor shall notify in time the Master of work; the latter then designates, on a possible proposal from the Contractor, new places of extraction or borrowing. The substitution may give rise to the application of a new price established in accordance with the terms set out in Article 15 of the CCAG.
- 23.2 If the Contract provides for extraction or borrowing sites to be made available to the Contractor by the project owner, the occupation indemnities and, where applicable, royalties of any kind are payable by the Contracting Authority; the Contractor may not, without the written authorization of the Master of works, use the materials extracted by him from these extraction or borrowing sites for work that is not part of the Contract.
- 23.3 Except in the case provided for in paragraph 2 of this Article, the Contractor is required to obtain, as necessary, the administrative authorizations necessary for the extraction and borrowing of

materials. Occupancy indemnities or royalties of any kind that may be due for these extractions or loans are payable by the Contractor. However, the Contracting Authority and Master of work will assist the Contractor if he requests it to facilitate his obtainment of all administrative permits he would need for extractions and borrowing of materials.

23.4 The Contractor shall in all cases bear the operating costs of the extraction or borrow sites and, where applicable, the opening costs.

He also bears, without recourse against the Contracting Authority, the cost of damage caused by the extraction of materials, by the establishment of service roads and, in general, by the development work necessary for the construction. Operation of extraction or borrow sites, and restoration. He guarantees the Contracting Authority in case the repair of such damage would be charged to him.

**24. Quality of materials and products — Application of standards**

24.1 The construction materials and components must comply with the stipulations of the contract, the prescriptions of internationally approved standards and comply with the regulations in force. The applicable standards are those which are in force on the first day of the month in which the tenders are submitted. Any deviations from the standards, if they do not expressly result from technical Contract documents, are indicated or summarized as such in the CCAP.

24.2 The Contractor shall not use materials, products or structural components of a different quality from that which is set by the contract if the Master of work so authorized in writing. The corresponding prices are only modified if the authorization granted specifies that the substitution gives rise to the application of new prices and if the increase or reduction resulting from these new prices has been accepted by the competent authorities. These prices are determined in the manner prescribed in Article 15 of the CCAG, the Master of work to notify service order the provisional price within fifteen (15) days following the authorization given.

**25. Qualitative verification of materials and products - Tests and trials**

25.1 The materials produced and construction components are subjected, for their qualitative verification, to tests and trials, in accordance with the stipulations of the contract, the prescriptions of approved international standards and in accordance with the regulations in force; the provisions of Article 24 of the CCAG relating to the definition of applicable standards and any exceptions to these standards are to be retained for this Article.

If no indication in the market or in the standards, procedures to use them - are the subject of proposals of the Contractor subject to acceptance of the Master of work.

25.2 The Contractor stores the materials, products and construction components in such a way as to facilitate the planned checks. It takes all necessary measures so that materials, products and components can be easily distinguished, depending on whether they are awaiting verification

or accepted or refused; materials, products and components refused must be quickly removed from the site, the provisions of Article 37 of the CCAG being applied if necessary.

25.3 The checks are made, according to the contract indications or, failing that, following the decisions of the Master of work, either on site or in factories, shops or careers of the Contractor and sub - contractors or suppliers. They are executed by the Master of work or, if the contract so provides, by a laboratory or inspection body.

If the Master of work or his agent personally perform the tests, the Contractor shall make available the necessary equipment and it should also provide assistance to the labor ' work , electricity, fuel, warehouses and apparatus and instruments which are normally required to examine, measure and test all materials and equipment. However, the Contractor has the burden of any compensation to Master of work or his agent.

The verifications carried out by a laboratory or control agency are carried out at the diligence and at the expense of the Contractor. This last address to the Master of work, certificates evidencing the results of the checks made. Based on these certificates, the Master of work decides whether the materials, products or building components may or may not be used.

In all cases, the contractor, supplier or sub - contractor shall provide access to its local Master of work or the inspection body so that they can make all checks in accordance with the provisions of the Contract.

25.4 The Contractor must agree with the Master of work dates and locations of the controls and the materials and equipment testing in accordance with the Contract. Master of work shall notify the Contractor at least twenty - four (24) hours in advance its intention to control or to attend the tests; if the Master of work is not present on the agreed date, the Contractor may, unless otherwise instructed by the Master of work, the tests, which will be considered as having been made in the presence of the Master of work.

The Contractor shall immediately forward to the Master of work duly certified copies of the test results. If the Master of work did not attend the trial, the results of these are presumed to have been approved by him.

25.5 The Contractor is required to provide at his own expense all the samples necessary for the verifications.

The Contractor equips, if necessary, the manufacturing equipment with devices enabling the collection of materials at the various stages of the development of the manufactured products.

25.6 If the results of tests prescribed in the Contract or by providing standards for materials, products or building components do not allow the acceptance of this provision, the Master of work may prescribe, in accordance with the Contractor, additional checks to make it possible to eventually accept all or part of the supply, with or without a reduction in

prices; the expenses corresponding to these last verifications are the responsibility of the Contractor.

25.7 The following are not the responsibility of the Contractor:

- a) the tests and trials that the Master of work executed or executed and that are not provided in the Contract or by the standards; or
- b) checks possibly prescribed by the Master of work on materials, products or structural components to wear mentioned stamping the market or have been subject to official authorization, which would have meant that s' ensure compliance with the qualities inherent in the mark or required for approval.

25.8 The Contractor shall not bear the burden of traveling expenses and subsistence checks lead to the Project Manager, the Master of work or their employees.

**26. Quantitative verification of materials and products**

26.1 The determination of the quantities of materials and products is carried out contradictorily.

For materials and products covered by waybills, mass indications on those - are presumed accurate; However, the Master of work still has the right to have, for each delivery, a joint inspection on rocking. The costs of this verification are:

- a) at the expense of the Contractor if the weighing reveals that there is, to the detriment of the Client, a difference in mass greater than the normal transport shrinkage;
- b) payable by the Client in the opposite case.

26.2 If it is established that the transport of construction materials, products or components is carried out in overloaded road vehicles, the expenses relating to such transport are not taken into account in the contract regulations.

When these expenses are not the subject of a separate payment, the prices of the works which include the remuneration of these transportations undergo a reduction fixed by order of service by referring, if necessary, to the sub - details of the unit prices and the breakdown of fixed prices.

**27. Support, handling and conservation by the Contractor of the materials and products supplied by the Client within the framework of the Contract**

27.1 When the Contract provides for the provision by the Contracting Authority of certain materials, products or construction components, the Contractor, notified in good time, takes charge of them upon their arrival on the Site.

27.2 If the treatment takes place in the presence of a representative of the Contracting Authority, is the subject of a lawsuit - contradictory report on the quantities supported.

27.3 If the taking over takes place in the absence of the Contracting Authority, the quantities taken over by the Contractor are deemed to be those for

which he has given written discharge to the carrier or supplier who made the delivery.

In this case, the Contractor must ensure, taking into account the information in the consignment note or the delivery notice brought to his attention, that there is no omission, error, damage or defect normally detectable. If he finds an omission, error, damage or defect, he must do to the object carrier or provider the usual caveats and immediately inform the Master of work.

27.4 Whatever the mode of transport and delivery of materials, products or components, and even in the event of taking from stock, the Contractor is required to carry out the necessary unloading, unloading, handling, reloading and loading operations transportation, up to and including the stockpiling or walk of Work of materials, products or components, optionally under the conditions and periods specified in CCAP.

The Contractor shall pay all rental costs, demurrage or exceeding deadlines, all charges for exceeding tariff deadlines for loading and / or unloading and, in general, all penalties and costs as they result from regulations, approved tariffs or contracts, but it retains definitively the charge of these costs and penalties only to the extent that the delay results from its fact.

27.5 If the Contract stipulates that the qualitative or quantitative conservation of certain materials, products or components requires their storage, the Contractor is required to build or procure the necessary stores, even outside the site, under the conditions and within the territorial limits possibly stipulated to the CCAP.

It bears the costs of warehousing, handling, stowage, conservation and transport between the stores and the site.

27.6 In all cases, the Contractor has custody of the materials, products and components from the moment they are taken over. It assumes the legal responsibility of the depositary, taking into account any specific storage conditions imposed by the Contract.

27.7 The Contractor may not be responsible for proceeding in whole or in part with the acceptance of materials, products or components supplied by the Client unless the Contract specifies:

- a) the content of the corresponding mandate;
- b) the nature, origin and characteristics of these materials, products or components;
- c) the checks to be carried out; and
- d) control means to be used, those - it should be made available to the Contractor by the Master of work .

27.8 In the absence of specific contract stipulations, the cost of the costs resulting from the services provided for in this Article is deemed to be included in the prices.

## **28. Establishment of structures**

### **28.1 General site layout plan**

The general layout plan of the structures is an oriented plan which specifies the position of the structures, in **planimetry** and in altimetry, in relation to fixed reference marks. This plan is notified to the Contractor, by service order, within fifteen (15) days of the entry into force of the Contract.

### **28.2 Liability of the Contractor**

The Contractor is responsible for :

- a) the exact location of the works in relation to the original reference marks, lines and levels provided by the Project Manager ;
- b) the correct positioning, leveling, sizing and alignment of all parts of the works; and
- c) the provision of all instruments and accessories and hand-of work required in relation to the tasks listed - above.

28.3 If, at any time during the execution of the works, an error appears in the positioning, leveling, sizing or alignment of any part of the works, the Contractor shall, if the Master of work to implement the request, correct the error at its own expense and to the satisfaction of the Master of work, unless such error is based on incorrect information provided by the latter, in which case the cost of the rectification is the responsibility of the Contracting Authority.

28.4 The checking of any setting or any line or level by the Master of work does not relieve in any way the Contractor of his responsibility for the accuracy thereof; The Contractor must protect and carefully preserve all markers, fixed sight glass, stakes and other marks used during the installation of the works.

## **29. Preparation of the work**

### **29.1 Mobilization period**

The mobilization period is the period which runs from the entry into force of the Contract and during which, before the actual execution of the works, the Client and the Contractor have to take certain preparatory measures and establish certain documents necessary for the construction of the works, this period, the duration of which is fixed by the CCAP, is included in the execution period.

### **29.2 Execution program**

Within the period stipulated in the CCAP, the Contractor shall submit to the Project Manager for approval an implementation program of work that is compatible with the proper performance of the contract taking into

account in particular, where applicable, the presence of sub - contractors or other companies on the Site. The Contractor is also required, at the request of the Master of work , to give him in writing, for information, a general description of the arrangements and methods he proposes to adopt for carrying out the work.

If at any time it appears to the Master of work that the progress does not match the approved program of performance, the Contractor shall provide, upon request of the Master of Work, a revised program with the necessary modifications to ensure the completion of the work within the timeframe.

The work execution program specifies in particular the materials and methods to be used and the work execution schedule. The project of site installations and temporary structures is annexed to this program. The corresponding program will distinguish between materials and equipment to be imported on a temporary basis and exclusively intended for carrying out the work.

The execution of the work program is subject to approval of the Master of work fifteen (15) days before the expiry of the mobilization period. This visa does not in any way release the Contractor from his responsibility to carry out the work on time and according to a program compatible with the proper performance of the Contract. In addition, unless the Contract provides to the contrary, the absence of a visa shall not preclude the execution of the works.

### **29.3 Safety and health plan**

If the CCAP so provides, the measures and provisions listed in paragraph 32.4 of the CCAG are subject to a safety and health plan. The provisions of the second and third paragraphs of paragraph 2 of this Article are then applicable to this plan.

## **30. Construction drawings - Calculation notes - Detail studies**

### **30.1 Documents provided by the Contractor**

30.1.1 Unless otherwise stipulated in the Contract, the Contractor shall establish from the contractual documents the documents necessary for the realization of the works, such as execution plans, calculation notes, and detailed studies. To this end, the Contractor makes all the necessary readings on site and remains responsible for the consequences of any measurement error. He must, as the case may be, establish, verify or complete the calculations, in particular with regard to the stability and resistance of the works and structures. If it detects an error in the source documents provided by the Master of work; he must report it immediately in writing to the Master of work.

30.1.2 The implementation plans are listed with great care and should clearly distinguish the various types of structures and qualities of materials to be implemented. They must completely define, in accordance with the Technical Clauses Book appearing in the Contract, the shapes of the



works, the nature of the facings, the shapes of the parts in all the elements and assemblies, the reinforcements and their arrangement.

30.1.3 The plans, calculation notes, detailed studies and other documents prepared by or at the request of the Contractor are subject to the approval of the Master of work, one - which may also request the presentation of prior - measurements. However, if the contract so provides, or all of the above documents are subject only to Master of work's visa.

30.1.4 The Contractor may only start the execution of a work after having received the approval or the visa of the Contracting Authority on the documents necessary for this execution. These documents are provided under the conditions appearing in paragraph 5.4.2 of the CCAG, except as otherwise provided in the Technical Clauses.

30.1.5 If the Contract provides that the Employer or the Master of work provide the Contractor the documents necessary for the execution of works, the responsibility of the Contractor is not engaged on the content of these documents. However, the Contractor has the obligation to verify, before any execution, that these documents do not contain errors, omissions or contradictions which are normally detectable by a person skilled in the art; it falls errors, omissions or contradictions, it must report them immediately to the Master of work in writing.

**31. Changes to technical provisions**

31.1 The Contractor may not, on his own, make any change to the technical provisions provided for in the Contract. On the order of the Contracting Authority by service order and within the time limit set by this order, he is required to rebuild at his own expense the works which do not comply with the contractual provisions. However, the Master of work may accept the changes made by the Contractor and the following provisions are then applied to the settlement of accounts:

a) if the dimensions or characteristics of the works are greater than those provided for in the Contract, the quantity measurements remain based on the dimensions and characteristics prescribed by the Contract and the Contractor is not entitled to any price increase; and

b) if they are lower, the quantity measurements are based on the observed dimensions of the structures (if the new dimensions do not adversely affect the stability and service life of the structures), and the prices are subject to a new determination according to the modalities provided for in Article 15 of the CCAG.

**32. Installation, organization, safety and hygiene of construction sites**

**32.1 Installation of company sites**

32.1.1 The Contractor obtains, at its own expense and risk, the land it may need for the installation of its sites to the extent that the land that the Contracting Authority has made available to it and included in the Site are not sufficient.

- 32.1.2 Unless otherwise stipulated in the Contract, the Contractor shall bear all costs relating to the establishment and maintenance of site installations, including service roads and service roads on the site which are not open to public traffic.
- 32.1.3 If the sites are only easily accessible by water, in particular when it comes to dredging, diking or blocking work, the Contractor shall, unless otherwise specified in the Contract, place an armed boat free of charge at the disposal of the Contracting Authority and his agents, whenever the latter requests it.
- 32.1.4 The Contractor shall be implanted in the shipyards and workshops a sign the Contracting Authority for whom the work is performed, the name, quality and address of Master of Work, and other information required by labor law.
- 32.1.5 Any equipment of the Contractor and its subcontractors, all temporary works and materials supplied by the Contractor and its subcontractors are deemed, once they are on the Site, to be exclusively intended for the execution works and the Contractor must not remove them in whole or in part, except for the purpose of moving them from one part of the Site to another, without the agreement of the Project Manager. It is understood that this agreement is not necessary for vehicles to transport personnel, the labor of work and equipment, supplies, equipment or materials of the Contractor to or from the Site.

### **32.2 Sites for depositing excess spoil**

The Contractor obtains, at his own expense and risk, the land he may need as a deposit site for excess excavated material, in addition to the locations that the Contracting Authority may make available to him as final or temporary deposit sites. . He must submit the choice of these sites to the prior agreement of the Contracting Authority, who may refuse the authorization or make it subject to special provisions to be taken, in particular for the development of the deposits to be set up there, if there are reasons for this general interest, such as environmental protection, justify it.

### **32.3 Administrative authorizations**

The Contracting Authority is responsible for issuing the Contractor all administrative authorizations, such as authorizations for temporary occupation of the public or private domain, road permissions, building permits necessary for the construction of the works making up the subject of the Contract.

The Contracting Authority and Master of Work will assist in the Contractor, if - following the request, to facilitate its obtaining other administrative authorizations he would need, including to import and re-export time useful, if necessary according to a suspensive customs and tax regime, all the material and equipment exclusively intended for

carrying out the work and to have the necessary locations for the disposal of the excavated material.

#### **32.4 Safety and health of construction sites**

32.4.1 The Contractor must take all order and safety measures on his sites to prevent accidents, both with regard to personnel and to third parties. He is required to observe all regulations and instructions of the competent authority. In particular, it provides lighting and security for its sites, as well as their interior and exterior signage. It also ensures, as necessary, the closure of its sites.

It must take all necessary precautions to avoid that the work will not cause a hazard to third parties, including public traffic if - it has not been deflected. Dangerous crossing points along and crossing lines of communication must be protected by guard - interim body or any other suitable device; they must be illuminated and, if necessary, guarded.

32.4.2 The Contractor must take the necessary measures to ensure the hygiene of the site installations intended for the personnel, in particular by the establishment of road networks, drinking water supply and sanitation, if the importance of sites justifies it.

32.4.3 Unless otherwise provided in the Contract, all measures of order, safety and hygiene prescribed above are the responsibility of the Contractor.

32.4.4 In the event of non-compliance by the Contractor requirements above - above and without prejudice to the powers of competent authorities, the Master of Work can take the expense of the Contractor necessary measures after formal notice remained without effect. In case of emergency or danger, these measures can be taken without prior notice. The intervention of the competent authorities or the Master of Work does not relieve the responsibility of the Contractor.

#### **32.5 Signaling of construction sites with regard to public traffic**

When the works concern public traffic, the signage for public use must comply with the relevant regulatory instructions: it is carried out under the control of the competent services by the Contractor, the latter being responsible for the supply and installation of signs and signaling devices, except as otherwise provided in the Contract and without prejudice to the application of paragraph 4.4 of this Article.

If the Contract provides for a deviation of traffic, the Contractor is responsible, under the same conditions, for signaling at the ends of sections where traffic is interrupted and for signaling deviated routes. The traffic police around construction sites or at the ends of sections where traffic is interrupted and along deviated routes is the responsibility of the competent services.

The Contractor must inform the competent services in writing, at least eight (8) working days in advance, of the start date of the work, mentioning, if applicable, the mobile nature of the site. The Contractor must, in the same manner and within the same timeframe, inform the competent services of the withdrawal or relocation of the site.

### **32.6 Maintenance of communications and water flow**

32.6.1 The Contractor must conduct the work in such a way as to maintain in suitable conditions all communications of any kind crossing the site of the work, in particular those involving the movement of people, as well as the flow of water, subject to details data, if any, by the CCAP on the conditions under which restrictions may be made to these communications and to the flow of water.

32.6.2 In the event of non-compliance by the Contractor requirements above - above and without prejudice to the powers of competent authorities, the Master of work can take the expense of the Contractor necessary measures after formal notice remained without effect. In case of emergency or danger, these measures can be taken without prior notice.

### **32.7 Special restrictions for work carried out near inhabited, frequented or protected places**

Without prejudice to the application of the legislative and regulatory provisions in force, when the work is carried out near inhabited or frequented places, or deserving of protection for the protection of the environment, the Contractor must take at his own expense and risks the measures necessary to reduce, as far as possible, the inconveniences imposed on users and neighbors, in particular those which may be caused by difficulties of access, noise from machinery, vibrations, smoke and dust.

### **32.8 Special restrictions for work carried out near cables or underground telecommunications works**

When, during the execution of the work, the Contractor encounters markers indicating the route of cables, pipes or underground works, he maintains these markers in their place or puts them back in place if the execution of the work has necessitated their momentary removal. These operations require the prior authorization of the Master of work.

The Contractor is responsible for the conservation, movement and reinstallation, as the case may be, of the cables, pipes and structures specified by the Contracting Authority in the Contract and bears the related costs. Where the presence of cables, conduits and installations has not been mentioned in the market, but is indicated by marks or indices, the Contractor has a general duty of care and obligations similar to those set out - front what concerns the conservation, the displacement and the reinstatement. In this case, the Contracting Authority

compensates it for the costs relating to this work, insofar as this work is necessary for the performance of the Contract.

### **32.9 Demolition of buildings**

32.9.1 The Contractor may demolish the buildings located in the right-of yards after having made the request to the Master of work fifteen (15) days in advance, the reply within that period shall permit .

32.9.2 Unless otherwise stipulated in the Contract, the Contractor is not bound, with regard to materials and products resulting from demolition or dismantling, to any particular precaution for their deposit, nor to any obligation of sorting with a view to their reuse.

### **32.10 Use of explosives**

32.10.1 Subject to any restrictions or prohibitions stipulated in the Contract, the Contractor must take, under his own responsibility, all the necessary precautions so that the use of explosives does not present any danger to personnel or to third parties, and does not cause no damage to neighboring properties and works as well as to works forming the subject of the Contract.

32.10.2 Throughout the duration of the work, and in particular after the blasting of the mines, the Contractor, without being released from the responsibility provided for in paragraph 32.10.1 of this Article, must frequently visit the excavation embankments and the land higher in order to knock down the parts of rocks or others which could have been shaken directly or indirectly by the blasting of the mines.

## **33. War explosive devices**

33.1 If the Contract indicates that the work site may contain unexploded war devices, the Contractor applies the special prospecting and security measures decreed by the competent authority. In any event, if an engine of war is discovered or spotted, the Contractor must:

- a) suspend work in the neighborhood and prohibit all traffic there by means of fences, signs, beacons, etc. .;
- b) immediately inform the Master of work and authority to proceed with the removal of unexploded ordnance; and
- c) only resume work after having received authorization by service order.

33.2 In the event of accidental explosion of a device of war, the Contractor shall immediately inform the Master of work and the competent administrative authorities and take measures specified in paragraphs a) and c) of paragraph 1 of this Article .

33.3 The justified expenses entailed by the stipulations of this Article are not the responsibility of the Contractor.

**34. Materials, objects and remains found on construction sites**

- 34.1 The Contractor has no right to materials and objects of any kind found on sites during the work, in particular in excavations or in demolitions, but he has the right to be compensated if the Project Manager asks him to extract or preserve them with special care.
- 34.2 When the work brings to light objects or remains that may have an artistic, archaeological or historical character, the Contractor must report this to the Contracting Authority and make any declaration provided for by the regulations in force. Without prejudice to the legislative or regulatory provisions in force, the Contractor must not move these objects or remains without the authorization of the Project Manager. He must put in a safe place those who have been accidentally detached from the ground.
- 34.3 Without prejudice to the regulations in force, when the works bring to light human remains, the Contractor immediately informs the competent authority in whose territory this discovery was made and reports it to the Contracting Authority.
- 34.4 In the cases provided for in paragraphs 2 and 3 of this Article, the Contractor has the right to be compensated for justified expenses resulting from these discoveries.

**35. Damage to public roads**

- 35.1 The Contractor shall use all reasonable means to prevent the roads or bridges communicating with or being on the routes leading to the Site from being damaged or deteriorated by the circulation of vehicles and machinery of the Contractor or one of any of its sub - contractors; in particular, he must choose routes and adapted vehicles and restrict and distribute loads so that any outstanding traffic that will result from movement of equipment, supplies, equipment and materials of the Contractor and its sub - contractors or to from the Site is as limited as possible and that these roads and bridges do not suffer any unnecessary damage or deterioration.
- 35.2 Unless otherwise stipulated in the Contract, the Contractor is responsible and must have carried out at its expense any reinforcement of bridges or modification or improvement of roads communicating with or being on the routes leading to the Site which would facilitate the transport of equipment, supplies, materials and materials of the Contractor and its sub - contractors and the Contractor shall indemnify the Contracting Authority from any claims relating to damage to these roads or bridges said transport, including claims made directly to the Master of Work.
- 35.3 In all cases, if these transports or movements are made in violation of the prescriptions of the Highway Code or of the decrees or decisions taken by the competent authorities, concerning the conservation of public roads, the Contractor alone bears the cost of the contributions or repairs.

**36. Various damages caused by the conduct of the**

- 36.1 The Contractor has, with regard to the Contracting Authority, pecuniary liability for damage to persons and property caused by the conduct of the works or the terms of their performance, unless he establishes that such

**works or the methods of their execution**

conduct or these terms necessarily result from the provisions of the Contract or from service order prescriptions, or unless the Contracting Authority, sued by the third party victim of such damage, has been convicted without having called the Contractor as a guarantee before the court seized. The provisions of this article do not preclude the application of the provisions of Article 35 of the CCAG.

**37. Removal of equipment and materials without use**

37.1 As the work progresses, the Contractor shall clear, clean and restore the sites made available to him by the Contracting Authority for the execution of the work. He must take all measures to avoid unnecessary cluttering of the Site and, in particular, remove all equipment, supplies, material and materials that are no longer necessary.

37.2 In the absence of compliance with all or part of these prescriptions, after a service order has remained ineffective and formalized by the Project Manager, the equipment, installations, materials, rubble and waste not removed may, at the expiration of " within thirty (30) days after the formal notice, be transported automatically, depending on their nature, either on deposit or at the public landfill, at the expense and risk of the Contractor, or be sold at public auction.

37.3 The measures defined in paragraph 2 of this Article are applied without prejudice to any specific penalties which may have been stipulated in the Contract against the Contractor.

**38. Testing and control of structures**

38.1 The tests and inspections of the works, when they are defined in the Contract, are the responsibility of the Contractor. If the Master of Work required for the works, other tests or checks, they are the responsibility of the Contracting Authority.

**39. Construction defects**

39.1 When the Contracting Authority suspects that there is a construction defect in a work, he may, until the expiry of the warranty period, prescribe by service order the measures likely to make it possible to detect this defect. These measures may include, where appropriate, the partial or total demolition of the structure. The Master of Work can also perform these measurements it - yourself or have them executed by a third party, but the transactions must be made in the presence of the Contractor or his duly convened.

39.2 If a construction defect is found, the expenses corresponding to the restoration of the entire structure or its bringing into conformity with the rules of the art and the stipulations of the Contract, as well as the expenses resulting from any operations having allowed to demonstrate the defect, are the responsibility of the Contractor without prejudice to the compensation to which the Contracting Authority can then claim.

If no construction defect is found, the Contractor shall be reimbursed for the expenses defined in the previous paragraph, if he has incurred them.

**40. Documents provided after execution**

40.1 Unless otherwise stated in the Contract and independently of documents that must provide before or during the performance of work pursuant to

Article 30.1 of the CCAG, the Contractor shall submit to the Master of work , three (3) copies, including one on layer:

- a) at the latest when requesting acceptance: the operating and maintenance instructions for the works drawn up in accordance with the prescriptions and recommendations of the international standards in force and in accordance with the applicable regulations; and
- b) Within sixty (60) days of receipt: plans and other documents conforming to execution, folded in standard A4 format.

### **E. Reception and guarantees**

#### **41. Provisional acceptance**

41.1 The purpose of provisional acceptance is to check and ensure that the works comply with all the obligations of the Contract and, in particular, with the Technical Clauses. If the CCAP so provides, acceptance may be pronounced by work phase, it being specified that, in this case, it is the reception of the last phase that will take the place of provisional acceptance of works within the meaning of this Contract.

The Contractor shall notify both the Contracting Authority and the Master of Work, in writing, of the date on which it considers that the works have been completed or will be.

The Project Manager proceeds, the Contractor having been summoned, to the operations prior to the reception of the works within a period which, unless otherwise provided by the CCAP, is twenty (20) days from the date of receipt of the notice mentioned - above or from the date specified in the notice for completion, whichever is later.

The Project Manager, informed by the Master of work from the date of these operations may attend or be represented. The trial - verbal provided for in paragraph 2 of this article mention is the presence of the project manager or his representative, or in his absence the fact that the Master of work had duly notified.

In case of absence of the Contractor in these operations, it is mentioned audit process - verbal and this trial - report it is then notified.

41.2 The operations prior to acceptance include:

- a) recognition of the works executed;
- b) any tests planned by the CCAP;
- c) possible recognition of non-performance of the services provided for in the Contract;
- d) the possible observation of imperfections or poor workmanship;



- e) the observation of the retrenchment of site installations and the restoration of land and places, unless otherwise stipulated in the CCAP, provided for in paragraph 1.1 of Article 20 of the CCAG; and
- f) the findings relating to the completion of the work.

These operations are the subject of a lawsuit - report drawn up on the spot by the Master of Work and signed by him and by the Contractor; if the latter refuses to sign it; it is mentioned.

- In the period of fifteen (15) days following the date of the report, the Master of Work made known to the Contractor or not it has proposed to the Project Manager to issue the provisional acceptance of the works and, in the affirmative, the date of completion of the work that it has proposed to retain as well as the reservations which it has possibly proposed to attach to the acceptance. In this case, the entrepreneur can apply to the Regulatory Authority for an amicable settlement.

41.3 Given the record of the operations prior to the provisional acceptance and proposals of the Master of Work, the Project Manager shall decide whether the provisional acceptance or not imposed or if imposed with reservations.

If it does not make reservations, it fixes the date of provisional acceptance within 15 calendar days. If it makes reservations, it sets, by agreement, a time limit for completion of the work with a view to provisional acceptance.

41.4 If it appears that certain services provided for in the Contract and still to give rise to payment have not been performed, the Project Manager may decide to pronounce provisional acceptance, provided that the Contractor undertakes to perform these services within a period not exceeding three (3) months. The recording of the performance of these services must give rise to a report drawn up under the same conditions as the report of the operations prior to acceptance.

41.5 When provisional acceptance is subject to reservations, the Contractor must remedy the corresponding imperfections and poor workmanship within the period set by the Project Manager or, in the absence of such a period, three (3) months before final acceptance. .

In the event that this work is not carried out within the prescribed period, the Project Manager may have it carried out at the expense and risk of the Contractor.

41.6 If certain structures or parts of structures do not fully comply with the specifications of the Contract, without the observed imperfections being of a nature to adversely affect the safety, behavior or use of the structures, the Project Manager may, given the insignificance of the imperfections and the difficulties that compliance would present, refrain from ordering

the repair of works deemed to be defective and offer the Contractor a reduction in prices.

If the Contractor accepts the adjustment, the imperfections which motivated it are thereby covered and acceptance is pronounced without reservation.

Otherwise, the Contractor remains bound to repair these imperfections, acceptance being pronounced subject to their repair.

41.7 Any possession of the works by the Contracting Authority must be preceded by their receipt. However, if there is an emergency, possession may take place prior to reception, subject to the prior establishment of a contradictory inventory.

41.8 Provisional acceptance entails the transfer of ownership and risks to the benefit of the Contracting Authority and constitutes the starting point of the contractual guarantee obligation according to the provisions of Article 44 of the CCAG.

41.9 At the end of the provisional acceptance, the Contractor must clear and remove all his equipment, supplies, materials and surplus materials as well as all rubbish and temporary works of any kind and leave the site and the works clean and in good repair operation. It is understood, however, that the Contractor is authorized to keep on the Site, until the end of the warranty period, all the equipment, supplies, materials, materials and temporary works that it needs to fulfill its obligations during the Period of guarantee.

## **42. Final acceptance**

42.1 Unless otherwise provided in the CCAP, final acceptance will be declared one (1) year after the date of the provisional acceptance report. Within this period, the Contractor is bound by the contractual guarantee obligation more fully described in Article 44 of the CCAG.

In addition, no later than ten (10) months after provisional acceptance, the Project Manager will send the Contractor the detailed lists of defects noted, with the exception of those resulting from normal wear and tear, abuse, use or damage caused by third parties.

The Contractor will have a period of two (2) months to remedy this under the conditions of the Contract. He will return to the Contracting Authority the lists of defects completed by the details of the work carried out.

The Project Manager will then deliver, after having verified that the works have been correctly verified and at the end of this two (2) month period, the final acceptance report of the works.

42.2 If the Contractor does not remedy the shortcomings within the time limit, final acceptance will only be declared after the relevant work has been completed. In the event that this work is still not carried out two (2) months after the end of the contractual warranty period, the Contracting Authority will nevertheless pronounce final acceptance at the end of this period while

having the work carried out by any company of its choice at the expense and risk of the Contractor. In this case, the performance guarantee referred to in Article 7.1.1 will remain in force until the Contracting Authority has completely paid off by the Contractor.

42.3 Final acceptance will mark the end of performance of this Contract and release the contracting parties from their obligations.

**43. Provision of certain works or parts of works**

43.1 This Article applies when the Contract, or a service order, requires the Contractor to place, for a certain period, certain works, or parts of works, not yet completed at the disposal of the Contracting Authority and without the latter taking possession, particularly to enable it to perform, or to make perform by other entrepreneurs, works other than those which are the subject of contract.

43.2 Before these works or parts of works are made available, an inventory of fixtures is drawn up between the Contracting Authority and the Contractor.

The Contractor has the right to monitor the works not included in his Contract which concern the works or parts of works thus made available to the Contracting Authority. He may make reservations if he considers that the characteristics of the structures do not allow such work or that said work risks damaging them. These reservations must be justified in writing and sent to the Contracting Authority.

When the provision period is over, a new contradictory inventory is drawn up.

43.3 Subject to the consequences of poor workmanship which are attributable to it, the Contractor is not responsible for the custody of the works or parts of works for the entire period during which they are made available to the Contracting Authority.

**44. Contractual guarantees**

**44.1 Warranty period**

The warranty period is, unless otherwise stipulated in the Contract, equal to the period between provisional acceptance and final acceptance. During the warranty period, regardless of the obligations that may result for him from the application of Article 42 of the CCAG, the Contractor is bound by an obligation known as “obligation of perfect completion” under which he owes, to his expenses :

- a) carry out any finishing or recovery work or services provided for in paragraphs 4 and 5 of Article 41 of the CCAG;
- b) remedy all the problems reported by the Contracting Authority or the Project Manager , so that the work is in conformity with the state in which it was at the time of reception or after correction of the imperfections observed during its reception;

- e) conduct, where appropriate, to **comfort** work or amendments deemed necessary by the Master of work and presented by him during the warranty period; and
- d) submit to the Contracting Authority the plans of the works conforming to the execution under the conditions specified in Article 40 of the CCAG.

Expenditure involving additional work required by the Contracting Authority or the Master of Work designed to remedy the deficiencies described in paragraphs b) and c) above are the responsibility of the Contractor if the cause of these deficiencies is attributable to him.

The Contractor's obligation to carry out this work of perfect completion at his expense does not extend to the work necessary to remedy the effects of use or normal wear and tear, it being specified that cleanliness and routine maintenance are the responsibility of the Contracting Authority.

At the end of the warranty period, the Contractor is released from its contractual obligations, with the exception of those mentioned in paragraph 2 of this Article and the warranty provided for in Article 7.2.2 of the CCAG will expire from full rights except in the case provided for in Article 42.2 of the CCAG.

**44.2 Specific guarantees**

The foregoing stipulations do not prevent the CCAP from defining, for certain works or certain categories of works, specific guarantees extending beyond the guarantee period fixed in paragraph 1 of this Article. The existence of these specific guarantees does not have the effect of delaying the release of collateral beyond final acceptance.

**45. Legal warranty**

- 45.1 Pursuant to the regulations in force, the Contractor is fully liable for ten (10) years towards the Contracting Authority, from the provisional acceptance, for damage even resulting from a defect in the ground which compromises the solidity of the work or which affect it in one of its constituent elements or one of its elements of equipment making it unfit for its intended purpose. To be exempt from its liability under this Article, the Contractor must prove that the damage arises from a cause which is unrelated to him.

**F. Termination of the Contract - Interruption of Works**

**46. Contract termination**

- 46.1 The execution of the works forming the subject of the Contract may be terminated before their completion, by a decision to terminate the Contract which fixes the effective date.

The Contract is then settled in accordance with the terms provided for in paragraphs 3 and 4 of Article 14 of the CCAG, subject to the other stipulations of this Article.

Except in the cases of termination provided for in Articles 47 and 49 of the CCAG, the Contractor is entitled to be compensated, if necessary, for the damage he suffers as a result of this decision. He must, for this purpose, present a written request, duly justified, within the period of forty-five (45) days from the notification of the general statement.

- 46.2 In the event of termination, the Contractor or his successors, curator or trustee, duly convened, shall proceed to the findings relating to the works and parts of works executed, to the inventory of materials supplied, as well as to the 'descriptive inventory of site equipment and facilities. A report of these operations is drawn up.

The establishment of this report includes provisional acceptance of the works and parts of works executed, with effect from the effective date of the termination, both for the starting point of the warranty period defined in Article 44 of the CCAG only for the starting point of the period provided for the final settlement of the Contract in paragraph 3.2 of Article 14 of the CCLS. In addition, the provisions of paragraph 8 of Article 41 of the CCAG are then applicable.

- 46.3 Within ten (10) days following the date of this report, the Project Manager sets the measures that must be taken before the closure of the site to ensure the conservation and safety of the works or parts of works executed. These measures may include the demolition of certain parts of structures.

A failure to implement these measures by the Contractor within the time allowed by the Project Manager, Master of Work makes them run automatically.

Except in the cases of termination provided for in Articles 47 and 49 of the CCAG, these measures are not the responsibility of the Contractor.

- 46.4 The Client has the right to buy back, in whole or in part, the provisional works useful for the performance of the Contract, as well as the materials supplied, to the extent that he needs them for the site.

He also has, for the continuation of the works, the right either to buy back, or to keep at his disposal the equipment specially built for the performance of the Contract.

In case of application of the two preceding paragraphs, the purchase price of the temporary works and the material is equal to the undepreciated part of their value. If the equipment is kept available, its rental price is determined according to the undepreciated part of its value.

The materials supplied are bought back at contract prices or, failing that, at those resulting from the application of Article 15 of the CCAG.

- 46.5 The Contractor is required to vacate the premises within the time limit set by the Contracting Authority.

**47. Death, incapacity, judicial settlement or liquidation of the assets of the Entrepreneur**

47.1 In the event of a judicial settlement or liquidation of the Contractor's assets, the Contract is terminated, unless, in the month following the court decision, the competent authority decides to continue with the performance of the Contract.

The termination, if it is pronounced, takes effect on the date of the trustee's decision to waive the continuation of the performance of the Contract or the expiration of the period of one (1) month above. It does not entitle the Contractor to any compensation.

47.2 In the cases of termination provided for in this Article, for the application of the provisions of paragraphs 3 and 4 of Article 46 of the CCAG, the competent authority is substituted for the Contractor.

**48. Adjournment of proceedings**

48.1 The postponement of the works may be decided by the Contracting Authority. It is then proceeded, according to the modalities indicated in Article 13 of the CCAG, to the observation of the works and parts of works executed and the materials supplied.

The Contractor who retains custody of the site is entitled to be compensated for the costs imposed on him by such custody and for any damage he may have suffered as a result of the postponement.

A compensation for waiting for the resumption of work may be set under the same conditions as the new prices, according to the terms provided for in Article 15 of the CCAG.

48.2 If, as a result of an adjournment or several successive postponements, the work has been interrupted for more than three (3) months, the Contractor has the right to obtain the termination of the Contract, unless, informed in writing of 'a period of adjournment leading to the exceeding of the period of three (3) months indicated above, he has not, within fifteen (15) days, requested termination.

48.3 In the event that a monthly deposit has not been paid, the Contractor, thirty (30) days after the deadline set in paragraph 2.3 of Article 14 of the CCAG for the payment of this deposit, may, by registered letter with a request for acknowledgment of receipt sent to the Project Manager, notify the Client of his intention to suspend the work after a period of fifteen (15) days. If within this period, the down payment has not been mandated, the Contractor may suspend the continuation of the work and obtain the termination of his contract at the fault of the Employer by effective notice within fifteen (15) days following its dispatch.

**G. Coercive measures - Settlement of disputes and disputes - Entry into force**

**49. Coercive measures**

49.1 With the exception of the cases provided for in paragraph 2 of Article 16, when the Contractor does not comply with the provisions of the Contract or with the service orders, the Project Manager gives him formal notice to comply with them, in a time limit determined by a decision notified to it

in writing. This period, except in an emergency, is not less than thirty (30) calendar days from the date of notification of the formal notice.

49.2 If the Contractor has not complied with the formal notice, termination of the Contract may be decided.

49.3 The termination of the Contract decided in application of this Article may be either simple or at the expense and risk of the Entrepreneur.

49.4 In the event of termination at the expense and risk of the Contractor, a Contract may be concluded with another Contractor for the completion of the work. As an exception to the provisions of paragraph 4.2 of Article 14, the general statement of the terminated Contract will only be notified to the Contractor after final settlement of the new Contract awarded for the completion of the works.

In the event of a new contract at the expense and risk of the Contractor, the latter is authorized to monitor its execution without being able to obstruct the orders of the Contracting Authority and his representatives. The excess expenses resulting from the new contract are the responsibility of the Contractor. They are deducted from the sums which may be due to him or, failing this, from his guarantees, without prejudice to the rights to be exercised against him in the event of insufficiency.

49.5 In the case of a Contract concluded with grouped Contractors, if the common agent does not comply with the obligations incumbent on him as the representative and coordinator of the other entrepreneurs, he is given formal notice to comply with them in accordance with the defined terms and conditions in paragraph 1 of this Article.

If this formal notice remains ineffective, the Project Manager invites the grouped entrepreneurs to appoint another representative within one (1) month. The new agent, once approved by the Contracting Authority, is then substituted for the old one in all his rights and obligations.

In the absence of this designation, the Project Manager chooses a natural or legal person to coordinate the action of the various grouped Contractors. The defaulting agent remains in solidarity with the other Contractors and bears the costs of the intervention of the new coordinator.

## **50. Dispute settlement**

### **50.1 Intervention of the Contracting Authority**

If a dispute arises between the Master of Work and the Contractor, in the form of reservations made to order, or in any other form, the Contractor shall submit to the Master of Work, for transmission to the Master of work through the Project Manager, a brief setting out the reasons and indicating the amounts of his claims.

The Contracting Authority and the Contractor will do their utmost to settle amicably, by direct and informal negotiation, any dispute between them or in connection with the Contract.

## **50.2 Litigation**

50.3 .1 If the Contracting Authority and the Contractor have not succeeded in resolving their dispute amicably within fifteen (15) working days following the date of lodging the appeal, the dispute will follow the procedures and provisions contained in the FAR (Federal Acquisition Regulation) at the initiative of the Contracting Authority.

50.3.2 Notwithstanding any reference to the legal remedy, the parties will continue to fulfill their respective contractual obligations, unless they decide otherwise by mutual agreement, and the Contracting Authority will pay the Contractor any sum that it owes which will be due.

## **51. Applicable law and change in regulations**

### **51.1 Applicable law**

In the absence of any provision appearing in the CCAP, the applicable law for the interpretation and execution of this Contract will follow the procedures as established in the FAR (Federal Acquisition Regulation).

### **51.2 Change in regulations**

51.2.1 With the exception of changes in laws or regulations having the effect of upsetting the economy of contractual relations and causing a manifest loss for the Contractor and unforeseeable on the date of submission of the offer, only the changes occurring on Togo may be taken into account to modify the financial conditions of the Contract. This said, PC contracts are generally fixed price contracts and are rarely subject to EPA (Economic Price Adjustment) unless clearly stipulated in one of the clauses of the contract.

51.2.2 In the event of a modification of the regulations in force in Togo having an imperative character, with the exception of modifications to fiscal or similar laws which are governed by Article 11.5 of the CCAG, which entails for the Contractor an increase or a reduction in the cost of performing the work not taken into account by the other provisions of the Contract and which is at least equal to one (1) percent of the Contract Amount, an amendment will be concluded between the parties to increase or decrease, depending on the case, the Contract Amount. In the event that the parties cannot agree on the terms of the amendment within three (3) months of the proposed amendment sent by one party to the other, the provisions enumerated in the FAR (Federal Acquisition Regulation) will govern.

## **52. Entry into force of the Contract**

52.1 The entry into force of the Contract is subject to the fulfillment of the following conditions which are specified in the CCAP:

- a) establishment of the financing of the Market;
- b) market approval by the competent authorities;
- c) notification of the service order to start work ;



d) provision of the site by the Contracting Authority to the Contractor ;

e) implementation of guarantees to be produced by the Contractor;

52.2 If the entry into force of the Contract has not occurred within three (3) months following the date of the award notification letter, each party is free to terminate the Contract for failure to enter into force.

**Section VII. Book of Special Administrative Clauses (CCAP)**

The provisions of the Book of Particular Administrative Clauses (CCAP) which follow supplement the provisions of the Book of General Administrative Clauses (CCAG) above. In all cases where the provisions contradict each other, the following provisions shall prevail over those of the General Administrative Clauses (CCAP provisions prevail over those of the CCAG). The number of the General Clause to which a particular Clause refers is indicated in the central column relating to the articles of the CCAG.

CONDITIONS	ARTICLES	PROVISIONS
<b>Designation of stakeholders</b>	4.1.1 <i>See definitions in the vocabulary of public procurement on page vii of this DSRA.</i>	Contracting Authority: ..... Contracting Authority’s representative (if applicable) : None Project Manager: <span style="background-color: yellow;"> </span> Person Responsible for the Contract : Master of Works : <b>A firm will be recruited for this purpose</b>

CONDITIONS	ARTICLES	PROVISIONS
	4.2.2	Not applicable.
<b>Contract documents</b>	5.2 (e)	Plans, calculation notes, survey books and geotechnical files (See Section V: CCTP).
<b>Estimate of the Client's financial commitments</b>	6.8	15 days from the start of the works.
<b>Guarantees</b>	7.1.1	The performance guarantee will be 5 % of the Contract Amount.
<b>Retention of guarantee</b>	7.2.1	The holdback will be 5 %.
<b>Insurance</b>	7.3.1	The following insurance policies are required under this Contract for the minimum amounts indicated below :
	7.3.2	Insurance of risks caused to third parties: 200 million CFA Francs for material and immaterial damage
	7.3.3	Work accident insurance : 5 years of salary for each agent concerned
	7.3.4	“All site risk” insurance: 100 million CFA Francs
	7.3.5	Insurance covering decennial liability : Required
<b>Price update</b>	11.4.3	<p>the Contract Amount can be updated by applying the “ACT” coefficient calculated according to the following formula :</p> $ACT = (a) T / T_o + (b) S / S_o + (c) F / F_o + \dots$ <p>in which :</p> <p>ACT is the discount coefficient which will apply to the Contract Amount. The amount to be paid will be updated by multiplying the ACT coefficient.</p> <p>(a), (b), (c), etc. represent the weighting parameters of the factors subject to discount on the basis of the values of the indices, T, S, F, etc.</p> <p>The respective values of the parameters a, b, c, etc. are fixed below, it being specified that <math>a + b + c + \dots = 1</math>.</p> <p>T, S, F, etc., and <math>T_o, S_o, F_o, \dots</math> represent the value of the indices corresponding to the factors included in the formula; the definition and origin of these indices are specified below, it being specified that the values of T, S, F, etc. will be those in effect on the date of the price</p>

CONDITIONS	ARTICLES	PROVISIONS
		<p>update, and the values To, So, Fo, etc. are those in force on the expiry date of the offers.</p> <p><b><u>NB:</u> The market price cannot be updated if the notification of the award of the approved contract occurs within the period of validity of the offers.</b></p>
<b>Taxes, duties, taxes, royalties, contributions</b>	11.5.2	<p>Two alternative formulas :</p> <p>The prices of this Contract are deemed to be determined inclusive of all taxes (inclusive of tax). (Article 11.1.1. Of the CCAG). Note: Peace Corps is exonerated from all dues and taxes. Prices offered will show TTC but PC will pay only the HT (Tax Free portion of the bill).</p>
<b>Contract work</b>	12.3.1 a)	Not applicable
	12.3.1 b)	Not applicable
<b>Maximum percentage of work under the supervision of the Contract Amount</b>	12.3.2	The percentage is: not applicable
<b>Down payments on procurement</b>	12.4	Not applicable
<b>Lump-sum start-up advance</b>	12.5	<p>The advance calculation method is as follows:</p> <ol style="list-style-type: none"> <li> <p><b>20% of the amount of the contract.</b></p> <p>The reimbursement of the start-up advance is made on the withholding of down payments by the formula : <math>R = A \times (X2 - X1) / (80 - 30)</math></p> <p>R : Reimbursement of start-up advance  A : Starting advance ;  X2 : Percentage of work completed (X2 &lt;80)  X1 : Percentage of work carried out in previous accounts (X1 &gt; 30)</p> </li> <li> <p>After each deduction made for this advance, the Client will issue the partial release of the guarantee at the request of the Contract Holder. Repayment begins when the amount of the sum due under the contract reaches 30% of the initial amount thereof; it should be finished when the amount reaches 80% of the contract.</p> </li> </ol>
<b>Default interest</b>	12.7	The monthly rate of default interest will be a rate <b>I%</b> higher than the ECOWAS discount rate

CONDITIONS	ARTICLES	PROVISIONS
Payment terms for down payments	14.2.3	Payments to the Contractor will be made to the following bank account:
Force majeure	19.3	<p>Threshold of bad weather constituting a case of force majeure :</p> <p>3. Rain : daily precipitation greater than 10 mm over 24 hours observed on the work site ;</p> <p>4. Wind : speed measured on site of 70 km / h</p> <p>The places where these natural phenomena are observed are as follows :</p> <p>5. Wind : measurement by anemometer on the site crane or, failing this, at the weather station closest to the site</p> <p>Precipitation : measurement at the weather station closest to the worksite</p>
Completion time	20.1.1	<b>Not applicable.</b>
Extension of execution times due to climatic hazards	20.2.2	<p>Threshold of bad weather leading to an extension of the execution times of the works :</p> <p>6. <i>Rain : daily precipitation greater than 10mm over 24 hours observed on the work site</i></p> <p>Number of days of foreseeable bad weather: <b>twenty (20) days.</b></p>
Extension of performance periods giving rise to the right to termination	20.2.4	Threshold for extension of execution times giving right to termination of the Contract : <b>0.5 times the execution time of the initial contract</b>
Penalties and deductions	21.1	The daily penalty for delay in execution is set at: <b>1/1000<sup>th</sup></b> of the amount of the contract per day of delay.
	21.6	The maximum amount of penalties is: 10%
Support, handling and conservation by the Contractor of the materials and products supplied by the Client within the framework of the Contract	27.4	<b>Not applicable</b>
Preparation of the work	29.1	Duration of the mobilization period: <b>thirty (30) days.</b>
Execution program	29.2	Deadline for submission of the execution program: <b>fifteen (15) days.</b>
Safe	29.3	Safety and health plan: <b>the provisions of article 32.4 of the CCAG are applicable</b>

CONDITIONS	ARTICLES	PROVISIONS
<b>Maintaining communications and water flow</b>	32.6.1	<b>Not applicable</b>
<b>Provisional acceptance</b>	41.1	The terms of acceptance by section of work are as follows : <b>acceptance may be pronounced by section of work</b>  Modification of the time limit for the start of operations prior to reception of the works <b>Not applicable</b>
<b>Testing</b>	41.2 b)	Tests included in the operations prior to acceptance: <b>All work quality control tests will be in force, in accordance with the technical requirements.</b>
<b>Specific guarantees</b>	44.2	<i>Not applicable</i>
<b>Dispute settlement</b>	50.3.1	<i>If the parties have not succeeded in resolving their dispute amicably, the dispute will be submitted to the relating disposition contained in the FAR (Federal Acquisition Regulation) in regard to arbitration”.</i>
<b>Entry into force of the Contract</b>	52.1	<i>From the date of the notification of the order of services to start work to execute the phase concerned.</i>

### **Book of Special Administrative Clauses for PEACE CORPS (CCAPP)**

The provisions of the Book of Particular Administrative Clauses for PEACE CORPS (CCAPP) which follows supplement the provisions of the Book of Particular Administrative Clauses (CCAP) and CCAG above. In all cases where the provisions contradict each other, the provisions below will prevail over those of the Special Administrative Clauses (the provisions of CCAPP prevail over those of CCAP).

Revised October 2015

*(Please insert Standard Form 1442 in Attachment C to Section 739 of the Manual prior to this contract.)*

**PEACE CORPS - FIXED PRICE CONSTRUCTION CONTRACT**

---

Name of the project:

Quotation request number :

Project location:

Date of the application for listing:

---

Issuing office:

For more information contact:

Phone:

Quotation request number :

## PART I - THE CALENDAR

### CLAUSE I DEFINITIONS

Plans and **technical characteristics** - Drawings, diagrams and other data for and preliminary to construction.

**Items compensation** - Items designated by the contractor in the contract documents that the government has the option to either remove the contract and procure directly or allow to remain in the contract under the responsibility of the contractor.

Alternative - An item included in the contractor's proposal that is not requested in the contract documents that the government has the option of including or removing at contract award. If the article; is deleted, a fair adjustment will be made to the contractor's price proposal. The government will also have the option of requesting the reinstatement of the deleted item within 90 days of contract award. A fair adjustment will be made to the contract price, but no change in the delivery schedule will be made.

Equipment - All items used in the execution of the work for this construction project, but must not remain with the project.

Materials - All supplies, accessories and other items incorporated into or intended to remain in the project.

### CLAUSE II DESCRIPTION / SCOPE OF THE PROJECT \_

[Please refer to section V: CCTP ]

### CLAUSE III SCOPE OF THE CONTRACT

The contractor must provide all labor, materials, equipment and services required for the project described above, in strict accordance with and as described in the contract documents (including addenda and alternates accepted) listed below and incorporated herein by reference, and by any authorized modification to the Agreement.

1. Construction contract (this document)
2. Contract specifications
3. Contract drawings

### CLAUSE IV PRICE OF CONTRACT \_

The government agrees to pay to the contractor, for the full implementation of the contract (including all elements of the allocation and accepted substitutes) in strict accordance with the contract documents, the price fixed to the offer by the expected payment schedule .

Any error found in the offer with regard to insufficient quantities of materials or underestimated prices will be the sole responsibility of the contractor.

### CLAUSE V FRESH DIRECT AND INDIRECT COSTS

Not applicable. The resulting contract will be at a firm price.

### CLAUSE VI PAYMENT

(Below should be used as a guide - delete after modification. Insert payment terms here, or add as an attachment).

Use FAR 36.207 as a guide

#### **36.207 Pricing of fixed-price construction contracts.**

- a) As a general rule, firm price contracts will be used to acquire buildings. They can have a price -
  - (1) On a lump sum basis (when a lump sum is paid for all the work or defined parts of the work),
  - (2) On the basis of a unit price (when a unit price is paid for a specified quantity of work units), or
  - (3) Using a combination of the two methods.
- b) The fixed price will be used in preference to the unit price, except when:

(1) Large amounts of labor such as leveling, paving, construction of outdoor utilities or site preparation are involved;

(2) Quantities of labor, such as excavation, cannot be estimated with sufficient confidence to allow a lump sum offer without substantial contingency;

(3) The estimated quantities of work required may change significantly during construction; or

(4) Offerors should make unusual efforts to develop adequate estimates.

c) Fixed price contracts with economic price adjustment may be used if such a provision is customary in contracts for the type of work to be procured, or where the omission of an adjustment provision would prevent a significant number of companies from submitting bids or resulting from them among the bidders, including unjustified contingencies in the prices offered.

#### CLAUSE VII. DELAY REPORT

The Contractor must promptly report to the Contracting Authority any event that could prevent the timely completion of the Work. The Contractor's right to continue the Work shall not be terminated, nor the Contractor shall be charged with damages (as provided for in Clause VIII) if the delay in the completion of the Work, as determined by the contract agent, arises from unforeseeable causes beyond the control and without fault or negligence of the contractor.

#### CLAUSE V III MODIFICATIONS

The contracting authority reserves the right to make changes to this contract. No modification to this contract shall be binding on the government unless it is accepted in writing by the contract agent.

#### CLAUSE IX SUB-CONTRACTS

No work requested under this contract may be subcontracted without the written approval of the Contracting Authority.

#### CLA USE X RESPONSIBILITY

The Contractor agrees to hold the United States Government harmless for all costs or expenses for or as a result of all or part of the lawsuits or damages suffered by any person, including the Contractor's employees, or property in by virtue of the execution of this contract. The Contractor must provide and maintain liability insurance for this purpose and must provide proof of such insurance upon request by the Contracting Authority. Prior to final payment under the Contract, the Contractor must execute and issue a discharge releasing the Government, its officers and employees from all responsibilities, obligations and claims arising out of or under this Contract.



#### CLAUSE XI EMPLOYEES

The Contractor undertakes to respect the laws and regulations in force in TOGO with regard to its employees and their rights. The Contractor shall be solely responsible for any employee claims or charges and under no circumstances can the United States Government, its officers, agents and employees be held liable for employee claims.

#### CLAUSE XII GOVERNMENTAL PROPERTY

Damage or loss of US Government property when due to the negligence of the contractor will result in the liability of the contractor for repair or replacement thereof.

#### CLAUSE XIII PERIOD OF PERFORMANCE

The expected execution time is 05 months or 150 days.

#### CLAUSE XIV BEGINNING, CONTINUATION AND COMPLETION OF WORK

The Contractor must (a) commence work under this Contract within 15 calendar days from the date the Contractor receives notice to proceed, (b) continue work diligently, and (c) complete the all work ready s to employment later on \_\_\_\_\_. The time indicated for completion will include final cleaning of the premises.

#### CLAUSE XV LIQUID DAMAGES - CONSTRUCTION

(a) If the Contractor fails to complete the Work within the time period specified in the Contract, the Contractor shall pay damages to the Government in the amount of \_\_\_\_\_ [ *Contracting Authority* , *insert amount* ] for each calendar day of delay until the work is completed or accepted.

(b) If the government terminates the contractor's right to continue with the work , damages will continue to accrue until the work is completed. These damages are in addition to the additional redemption costs under the termination clause.

#### CLAUSE XVI SITE SURVEY AND CONDITIONS AFFECTING THE WORK.

(a) The Contractor acknowledges that it has taken the steps reasonably necessary to determine the nature and location of the Work, and that it has investigated and satisfied itself with general and local conditions which may affect the Work or its cost, including but not limited to (1) conditions relating to transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electricity and roads; (3) uncertainties related to weather conditions, river levels, tides or similar physical conditions at the site; (4) the conformation and conditions of the ground, and (5) **the condition** of the necessary equipment and installations before and during the execution of the works. The Contractor also acknowledges having ensured **the condition**, quality and quantity of surface and underground materials or obstacles to be encountered insofar as this information is reasonably verifiable from an inspection of the site, including all exploration work carried out by

the government. , as well as plans and specifications included in this contract. Any failure by the contractor to take the measures described and recognized in this paragraph will not release him from the responsibility of correctly estimating the difficulty and the cost of the successful execution of the work, or of proceeding to the execution of the work with success at no additional cost to the government.

(b) The government assumes no responsibility for any conclusions or interpretations made by the contractor based on information made available by the government. The government also does not assume responsibility for any agreement reached or any representation made regarding the conditions which may accept the work by any of its officers or agents before the execution of this contract, unless this agreement or representation is expressly stated in this contract.

#### CLAUSE XVII MATERIAL AND EXECUTION

(a) All equipment, materials and articles incorporated in the work covered by this contract must be new and of the most suitable category for the purpose intended, unless expressly provided otherwise in this contract. References in specifications to patented equipment, materials, articles or processes by trade name, brand or catalog number should be regarded as setting a standard of quality and should not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, item or process which, in the opinion of **the Contracting Authority**, is equal to that named in the specifications, unless otherwise specified in this contract.

(b) The Contractor must obtain the approval of **the Contracting Authority** for machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the contractor shall provide the contracting agent with the manufacturer's name, model number and other information regarding the performance, capacity, nature and classification of machinery and mechanical equipment and others. When required by this contract or by **the Contracting Authority**, the Contractor must also obtain the approval of **the Contracting Authority** for the materials or items that the Contractor intends to incorporate into the Work. When requesting approval, the contractor must provide complete information regarding the item (s). When instructed to do so, the Contractor must submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machines, equipment, materials and articles which do not have the required approval must be installed or used at the risk of subsequent rejection.

(c) All work under this contract must be performed in a skillful and professional manner. **The Contracting Authority** may require, in writing, that the Contractor remove from the work any employee it deems incompetent, reckless or otherwise objectionable.

#### CLAUSE XVIII PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, PUBLIC SERVICES AND IMPROVEMENTS.

(a) The Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs and grass) on or near the site, which do not unreasonably interfere with work required under this contract. The contractor must only remove trees when specifically authorized to do so and must avoid damaging any vegetation that will remain in place. If any branches or branches of trees are broken during the performance of the contract, or by the reckless use of the equipment,

or by workers, the contractor shall cut these limbs or branches with a clean cut and paint the surface. cut with a tree pruning compound as directed by **the Contracting Authority**

(b) The Contractor shall protect from damage all existing improvements and utilities (1) on or near the site and (2) on adjacent property or a third party, the location of which is made known or should be known by the contractor. . The Contractor shall repair any damage to such facilities, including those owned by a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in the performance of the work, if the contractor fails or refuses to repair the damage promptly, the contracting officer may have the necessary work done and charge the contractor for the cost.

#### CLAUSE XIX USE AND POSSESSION PRIOR TO COMPLETION

(a) The government has the right to take possession of or use any part of the work completed or partially completed. Before taking possession or using any Work, **the Contracting Authority** must provide the Contractor with a list of the Work remaining to be performed or corrected on the parts of the Work that the Government intends to take possession or use. However, the fact that the contracting agent does not list any work item does not relieve the contractor of the responsibility for complying with the terms of the contract. Government possession or use will not be considered acceptance of any work under the contract.

(b) So long as the Government has such possession or use, the Contractor shall be released from any liability for loss or damage to the Work resulting from the possession or use of the Government, notwithstanding the terms of the clause of this contract entitled "Permits and Responsibilities." If previous government possession or use delays the progress of the work or results in additional expenses for the contractor, an equitable adjustment will be made in the contract price or time of completion, and the contract will be amended. in writing accordingly.

#### CLAUSE XX CLEANING

The Contractor must at all times keep the work area, including storage areas, free from accumulations of waste. Before completing the work, the Contractor must remove from the work and premises all waste, tools, scaffolding, equipment and materials that are not the property of the government. Upon completion of the work, the Contractor must leave the work area in a clean, tidy and orderly condition to the satisfaction of **the Contracting Authority.**

#### CLAUSE XXI SCHEDULE OF CONSTRUCTION CONTRACTS

(a) The Contractor shall, within five days of commencement of work on the Contract or such other period as may be determined by the Contracting Officer, prepare and submit to the Negotiating Officer for approval three copies of a workable schedule indicating the order in which the contractor plans to start and complete the many salient features of the job (including procurement of materials, facilities and equipment). The schedule should be in the form of a progress table of an appropriate scale to include the percentage of work expected to be completed by a given date during the period. If the contractor does not submit a timetable within the prescribed period, **the**

**Contracting Authority** E may withhold approval of payments until the contractor submits the required schedule.

(b) The Contractor must record actual progress on the table as directed by **the Contracting Authority** and in doing so, must immediately deliver three copies of the annotated annex to **the Contracting Authority**. If, in the opinion of the contracting officer, the contractor is behind the approved schedule, the contractor must take the necessary actions to improve its progress, including those which may be required by the agent negotiating contracts at no additional cost to the government. In this case, **the Contracting Authority** may require the Contractor to increase the number **of team** work, overtime, days of work and / or additional time or extra time in a table, as it deems necessary to demonstrate how the approved rate of progress can be recovered.

(c) Failure by the Contractor to comply with **the** requirements of **the Contracting Authority** under this clause shall constitute grounds for determination by **the Contracting Authority** that the Contractor is not proceeding with the Work with sufficient diligence to ensure the achievement t in the deadlines specified s in the contract. After making this decision, **the Contracting Authority** may terminate the **Contractor's** right to continue with the Work, or any severable part thereof, in accordance with the default terms of this contract.

#### CLAUSE XXII CONSTRUCTION GUARANTEE

(a) In addition to any other warranty in this contract, the contractor warrants, except as provided in paragraph (i) of this clause, that the work performed under this contract conforms to the requirements of the contract and is free from any defect in equipment, material, or design provided, or workmanship made by the contractor or any subcontractor or supplier at any level.

(b) This warranty will continue for a period of one year from the date of final acceptance of the work. If the government takes possession of part of the work before final acceptance, this warranty will continue for a period of one year from the date of possession by the government.

(c) The Contractor shall remedy any defect in conformity or defect at its own expense. In addition, the contractor shall repair at his own cost any damage caused to real or personal property owned or controlled by the government, when such damage results from:

(1) the contractor's failure to comply with the requirements of the contract; or

(2) Any defect in the equipment, materials, workmanship or design provided.

(d) The contractor must restore any damaged work in accordance with the terms and conditions of this clause. The contractor's warranty for repaired or replaced work will be valid for 1 year from the date of repair or replacement.

(e) **The Contracting Authority** must notify the Contractor, in writing, within a reasonable time after discovery of any failure, defect or damage.

(f) If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of the notice, the Government shall have the right to replace, repair or otherwise remedy failure, defect or damage at the expense of the contractor. .

(g) With respect to all warranties, express or implied, of subcontractors, manufacturers or suppliers for work performed and materials supplied under this contract, the contractor shall:

(1) obtain all the guarantees that would be given in normal commercial practice;

(2) Require that all warranties be performed, in writing, for the benefit of the government, at the request of **the Contracting Authority**; and

(3) Execute all guarantees for the benefit of the government, at the request of **the Contracting Authority** .

(h) In the event that the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring an action at its expense to enforce a subcontractor, manufacturer or supplier's warranty.

(i) Unless a defect is caused by the negligence of the contractor or subcontractor or supplier at any level, the contractor shall not be responsible for repairing any defect in material or government-supplied design or repairing any damage that results from any defect in government-supplied material or design.

(j) This warranty does not limit the rights of the government under the inspection and acceptance clause of this contract with respect to latent defects, serious errors or fraud.

## PART II - CONTRACT CLAUSES

### CLAUSE XXIII PROVISIONS RELATING TO SOLICITATION INCORPORATED BY REFERENCE

52252-1 provisions relating to the biasing incorporated by reference. (JUNE 1988)

This solicitation incorporates one or more solicitation by reference provisions, with the same force and effect as if given in full. Upon request, the contracting officer will make their full text available.

<b>Number</b>	<b>Title</b>	<b>Date</b>
	<b>Federal Acquisitions Regulations</b>	
52. 214-5	Presentation of offers	MAR 1997
52214-6	Explanation potential bidders	AVR 1984
52.214-7	Late submissions, modifications and Withdrawal of proposals	NOV 1999

52.214-18	Preparation of the offer – Sealed invitation to tender - Construction	AUGUST 1984
52.214-19	Award of contract - Sealed tender - Construction	AUGUST 1996
52.233-2	Service of protest	SEPT 2006

(a) Claims, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any claims filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the contracting officer (addressed as follows) by obtaining a written acknowledgment of receipt dated [(contracting officer designates the official and the location where a protest may be served on the contracting officer.)]

\_\_\_\_\_

\_\_\_\_\_

(b) A copy of any claim must be received at the office designated above on the same day a claim is filed with GSBCA or within one day after filing a claim with GAO.

(c) In this market, you cannot protest to the GSBCA due to the nature of the supplies or services purchased. (The **Contracting Authority** should strike out the word “no” where the GSBCA is an appropriate forum.)

#### CLAUSE XX IV CONTRACTUAL CLAUSES INCORPORATED BY REFERENCE

##### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

This contract includes one or more clauses by reference, with the same force and the same effect as if they were given in full text. On request, **the Contracting Authority** will make their full text available. In addition, the full text of a clause can be viewed electronically at this address: <https://www.acquisition.gov/far/>

<b>Number</b>	<b>Title</b>	<b>Date</b>
	<b>Federal Acquisition Regulations</b>	
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.211-13	Time Extensions	SEP 2000
52.214-27	Price Reduction for Defective Cost or Pricing	
	Data — Modifications — Sealed Bidding	AUG 2011
52.214-29	Order of Precedence— Sealed Bidding	JAN 1986

52.225-13	Restriction on Certain Foreign Purchases	JUN 2008
52.229-6	Taxes-Foreign Fixed Price Contracts	FEB 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-10	Operation and Storage Areas	APR 1984
52.236-14	Availability and Use of Utility Services	APR 1984
52.243-4	Changes	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.249-2	Termination for Convenience of the Government (Fixed-Price) Alternate I (SEPT 1996)	APR 2012

## REPRESENTATIONS, CERTIFICATIONS AND OTHER OFFERING STATEMENTS

### CLAUSE XX V REPRESENTATION AND AGREEMENT ON CONTINGENT COSTS

**NOTE:** **The Bidder** must check the appropriate boxes. For the interpretation of the statement, including the term “good faith employee”, see subsection 3.4 of the Federal Acquisition Regulation.

(1)  has not,  has not employed or engaged any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any company person employed or retained to solicit or obtain this contract any commission, percentage, brokerage or other charge subordinate to or resulting from the award of this contract.

(b) Agreement. **The Bidder** agrees to provide the information relating to the above declaration at the request of **the Contracting Authority** and, if yes to subparagraph (a) (1) or (a) (2), to submit it promptly to **the Contracting Authority**.

### CLAUSE XXV I AUTHORIZED TRADERS

The bidder or the bidder declares that the following persons are authorized to negotiate on its behalf with the government as part of the tender or quotation: (include names, titles and telephone numbers of authorized dealers).

---

---

---

**CLAUSE XXVI I DEADLINE FOR ACCEPTANCE OF THE OFFER**

In accordance with the solicitation, the bidder undertakes, if this bid is accepted within [] calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation to upon receipt of offers, to provide one or all of the items on which prices are offered at the price fixed in front of each item, delivered to the designated point (s), within the time period specified in the schedule.

[END OF RFQ]

1

**Section VI I I. Contract Forms**



**List of forms**

[Notification Letter Template](#)  
[Model Deed of Commitment](#)

**Contract Form 170**

[Performance guarantee model \(bank guarantee\)](#)  
[Prepayment guarantee model \(bank guarantee\)](#)

<b>SOLICITATION, OFFER AND PRICE</b> <i>(Construction, modification or repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE OF PUBLICATION	PAGE OF PAGES
<b>IMPORTANT - The "offer" section on the back must be fully completed by the tenderer.</b>				
4. CONTRACT NO.	5. REQUEST / REQUEST FOR PURCHASE NO.	6. PROJECT NO.		
7. ISSUED BY		8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL:	A. NAME		B. PHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALL)</i>	

10. THE GOVERNMENT REQUIRES THE PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identification number, date*):

11. The contractor must start to execute _____ calendar days and complete it within _____ calendar days after receipt price, notice to proceed. This performance period is mandatory, negotiable.	
12A. THE CONTRACTOR MUST PROVIDE ALL REQUIRED PERFORMANCE AND PAYMENT OBLIGATIONS? <i>(If "YES", indicate the number of calendar days following the allocation in item 12B.)</i> YES NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original \_\_\_\_\_ the copies to carry out the required work are due at the place specified in point 8 at the latest and \_\_\_\_\_ (*time*) local *time* \_\_\_\_\_ (*date*): sealed envelopes containing tenders must bear the mark the name and address of the tenderer, the solicitation number and the date and time at which the tenders are due.

B. An offer guarantee is, is not required.

C. All offers are subject to (1) work requirements and (2) other provisions and clauses incorporated into the bid solicitation in full text or by reference.

OMB Control # 2120-0595 (SF-1442) FAA Model # 3 (8/97)

**OFFER (*Must be fully completed by the Offeror*)**

14. NAME AND ADDRESS OF TENDERER (*Include postal code*)

15. PHONE NUMBER. (*Include area code*)

16. DELIVERY ADDRESS (To be included only if it differs from article 14)

CODE      INSTALLATION CODE

The tenderer undertakes to perform the required work at the prices indicated below in strict accordance with the terms of this solicitation if this offer is accepted by the government in writing within

calendar days after the expiry date of the offers. (Bidders providing **within less** than the calendar days shown here for government acceptance after the bid deadline will not be considered and the bid will be rejected.)

AMOUNTS (	Materials Labor Total
-----------	-----------------------

18. The tenderer agrees to provide all performance and payment guarantees required.

**19. RECOGNITION OF AMENDMENTS**  
(The bidder acknowledges receipt of solicitation changes - indicate number and date of each.)

MODIFICATION NO.										
DATED										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or fill )						20B. SIGNATURE				20C. OFFER DATE

**PRICE (To be completed by the government )**

21. ACCEPTED ITEMS:

22. AMOUNT	23. ACCOUNTING AND CREDIT DATA	
24. SUBMIT INVOICES TO THE ADDRESS INDICATED IN (	OBJECT	25. RESERVED.
26. ADMINISTERED BY		27. PAYMENT WILL BE MADE <b>BY</b>

**THE CONTRACTING OFFICER WILL FILL IN POINTS 28 OR 29 AS APPLICABLE**

28. NEGOTIATED AGREEMENT The Contractor is required to sign this document and return it in copies to the issuing office.) The Contractor agrees to supply and deliver all items or perform all work requirements identified on this form and all additional sheets for the consideration indicated in this contract. The rights and obligations of the parties to this contract are governed by (a) the award of the contract, (b) the solicitation, and (c) the clauses, declarations, certifications and specifications incorporated by reference or attached to this contract.

29. PRICES (The Contractor is not required to sign this document.) Your offer on this bid solicitation is hereby accepted with respect to the items listed. This award completes the contract, which includes (a) the government solicitation and your offer, and (b) the contract award. No other contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(enter or complete)</i>		31A. NAME OF CONTRACT MANAGER <i>(Type or fill in block letters)</i>	
30B. SIGNATURE	30C. DATED	31B. UNITED STATES OF AMERICA THROUGH	31C. DATE OF GRANT

## Notification Letter Template

*[Owner's letterhead]*

Date: *[date]*

To: *[name and address of the successful candidate]*

Sirs,

The purpose of this is to notify you that your offer dated *[date]* for the execution of the Works of *[name of the project and specific works as presented in the Instructions to Applicants]* for the amount of the Contract of *[amount in figures and in letters]* FCFA, corrected and modified in accordance with the Instructions to candidates *[Delete "corrected and" or "and modified" if only one of these measures applies. Deleting "rectified and modified in accordance with Instructions to candidates" if rectifications or modifications have not been made]*, is accepted by our services.

You are requested to provide the performance bond within twenty (20 days), in accordance with the CCAG, using the performance bond form in Section VII, Contract Forms.

Please accept, Gentlemen, the expression of our highest consideration.

*[Signature, name and title of the Person Responsible for the Contract authorized to sign on behalf of the Client]*

## Model Commitment aCT

### COMMITMENTACT

#### WORKS CONTRACTS OF *[To be completed]*

We, the undersigned, *[Name, first name and title of the signatory]*, acting on behalf of *[Company or Company grouping]* whose head office is located at *[full address no. Street - city-country, etc.]* Registered in the commercial register of the *[specify]* under number *[A state]*, under the delegation of authority dated *[specify]*, one original is attached,

1) After having examined, with a view to carrying out the aforementioned work, all the documents constituting the tender dossier,

2) After having studied personally and in full knowledge of the facts the nature, difficulties and conditions of execution of the works and services to be carried out,

3) We undertake to perform and complete the work and repair all defects in accordance with market conditions, specifications, drawings and plans, annexes and all contractual documents for the amount excluding taxes and customs (HTHD) of (Amount of the HTHD bid in words and figures), in all taxes included (Amount including all taxes in words and in figures, including value added tax at the rate of *[ % To be specified]* , the whole calculated on the basis of the unit prices indicated in the price schedule and of the quantities indicated in the estimate which are attached to this tender and after having applied a discount of ----- *[If applicable]* .

4) .

5) We undertake, if our tender is accepted, to start the work as soon as possible after the notification of the service order to start the work by the *[Competent]* Authority and to complete all the work making the subject of the Contract within a period of *[number]* months from the first working day following the date of this notification.

6) We agree to remain bound by this tender for a period of *[To be specified]* after the deadline for submission of tenders as indicated in the Invitation to Tender File.

7) We request:

That the totality of the sums due by the Client be paid to us in FRANCS CFA *[Or other currency]* by crediting the account No. *[To be specified]* opened in the name of *[To be specified]* at the bank *[To be specified]* at the address *[To be specified]* .

8) We recognize that before the establishment and signature of the formal contract, this submission accompanied by the service order to start the work on your part will be worth engagement between us.

9) The following are annexed to this tender:

- a. The price schedule and the estimate duly completed, dated and signed,
- b. The other documents and models which, in accordance with the stipulations of the Book of Special Administrative Clauses and of the Instructions to Candidates, must be attached to the tender,
- c. The act of delegation of power to the representative of the tenderer or agent.

Done at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

The tenderer or agent

Signature

**Contract Form**

**CONTRACT No** \_\_\_\_\_

**ON CALL FOR TENDERS FROM** [*Or other procedures to be specified*] \_\_\_\_\_

**PUBLISHED** [*If applicable, depending on the type of award procedure*] \_\_\_\_\_

**APPROVED ON** \_\_\_\_\_

**NOTIFIED THE** \_\_\_\_\_ **by Service Order n °** \_\_\_\_\_

**SUBJECT:** \_\_\_\_\_

**ATTRIBUTOR:** \_\_\_\_\_

**MARKET PRICE:** \_\_\_\_\_

**COMPLETION TIME:** \_\_\_\_\_

**FUNDING:** \_\_\_\_\_

**PRM** \_\_\_\_\_

**AUTHORIZED BY DELIBERATION** [*to be specified, if applicable*] \_\_\_\_\_



**CONTRACT  
FORM**

**MARKET No** \_\_\_\_\_

**BETWEEN**

[Name of contracting Authority] of the USA, acting in the name and on behalf of the State of U.S. [or other Contracting Authority (local authority, State company, public establishment, body governed by public law etc.) Specify if applicable], hereinafter referred to as "the Client", represented herein by [to be specified] on the one hand,

**AND**

[Name and address of the Contractor] registered in the trade register under number ..... electing domicile at ....., hereinafter referred to as " the Contractor", represented herein by [to be specified] on the other hand.

Whereas the Client wishes certain Works to be carried out by the Contractor, namely [name], that he has accepted the offer submitted by the Contractor for the execution and completion of said Works, and the repair of all related defects.

**IT HAS BEEN AGREED AND DECIDED AS FOLLOWS:**

1. In this Contract, the terms and expressions shall have the meanings assigned to them in Cahiers du Marché of Contract whose list is given - after.
2. The following documents are deemed to be an integral part of the Contract and to be read and interpreted as such :
  - a. this Contract Form ;
  - b. the commitment act;
  - c. a letter of notification of award;
  - d. the tender and its annexes;
  - e. the Book of Special Administrative Clauses;
  - f. the Book of Special Technical Clauses;
  - g. plans and drawings;
  - h. the Price Schedule and the Quantitative and Estimated Detail;
  - i. the Book of General Administrative Clauses;
  - j. the Book of General Technical Clauses;
  - k. the other documents mentioned in Article 4 of the Special Administrative Clauses Book.

3. This Contract Form shall prevail over any other document constituting the Contract. If the difference between the component parts of the market, these parts will prevail in the order they are listed - above.

4. In return for the payments to be made by the Client to the Contractor, as mentioned below, the Contractor undertakes to carry out the Works and to take back all the related defects in absolute compliance with the provisions of the Contract.

5. The Client undertakes to pay the Contractor, as compensation for the execution and completion of the Works and the recovery of the related defects, the sums provided for in the Contract or any other sums that may be payable under the provisions of the Market, and in the manner stipulated in the Market.

6. This contract will only be final after its approval by the competent authority as provided for by the public procurement code in force according to U.S. law and to FAR (Federal Acquisition Regulation).

IN WITNESS WHEREOF, the parties hereto have caused this document in accordance with laws in force in Togo as well as in the U.S., the days and years indicated below.

Read and accepted by:

<p>The Holder (or the service provider)</p> <p>City, _____</p> <p>(First and last names)</p>	<p>The Contracting Authority</p> <p>City, _____</p> <p>(First and last names)</p>
<p style="text-align: center;">Approval Authority</p> <p style="text-align: center;">City, _____</p> <p style="text-align: center;">(First and last names)</p>	

**Performance guarantee model (bank guarantee)**

Date: \_\_\_\_\_

Tender n° \_\_\_\_\_

\_\_\_\_\_ [name of bank and address of issuing bank]

**Beneficiary:** \_\_\_\_\_ [name and address of the Client]

**Date:** \_\_\_\_\_

**Performance guarantee no. :** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of the Contractor] (hereinafter referred to as "the Contractor ") has concluded with you Contract no. \_\_\_\_\_ dated \_\_\_\_\_ for the performance of \_\_\_\_\_ [description of the work] (hereinafter referred to as " the Contract ").

In addition, we understand that a performance bond is required under the terms of the Market.

At the request of the Contractor, we \_\_\_\_\_ [ name of the bank ] hereby undertake, without reservation and irrevocably, to pay you on first demand, all sums of money that you may claim within the limit of \_\_\_\_\_ [ Insert the sum in figures ] \_\_\_\_\_ [ Insert the sum in words ] [1]. Your request for payment must be accompanied by a declaration attesting that the Respondent does not comply with the conditions of the Market, without you having to prove or give the reasons or the reason for your request or the amount indicated in your request.

This warranty expires no later than \_\_\_\_\_ 2\_\_\_\_, [2] and any request for payment must be received by that date at the latest.

This guarantee must be established in accordance with the provisions contained in the FAR (Federal Acquisition Regulation) related to the formation rules of the letter of guarantee and its mandatory requirements.

\_\_\_\_\_  
[Signature]

Note: Text in italics should be removed from the final document; it is provided for information only in order to facilitate the preparation of the document .

\_\_\_\_\_  
As of the \_\_\_\_\_ day of \_\_\_\_\_.

**Prepayment guarantee model (bank guarantee)**

Date: \_\_\_\_\_

Tender n° \_\_\_\_\_

\_\_\_\_\_ [name of bank and address of issuing bank]

**Beneficiary:** \_\_\_\_\_ [name and address of the Client]

**Date:** \_\_\_\_\_

**Advance refund guarantee no. :** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of the Contractor] (hereinafter referred to as "the Contractor ") has concluded with you Contract no. \_\_\_\_\_ dated \_\_\_\_\_ for execution \_\_\_\_\_ [name of the contract and description of the work] (hereinafter referred to as "the Contract ").

In addition, we understand that under the terms of the Contract, an advance in the amount of \_\_\_\_\_ [Insert sum in figures] \_\_\_\_\_ [ Insert sum in words ] is paid against an advance refund guarantee.

At the request of the Contractor, we \_\_\_\_\_ [ name of the bank ] hereby undertake, without reservation and irrevocably, to pay you on first demand, all sums of money that you may claim within the limit of \_\_\_\_\_ [ Insert the sum in figures ] \_\_\_\_\_ [ Insert the sum in words ] \_\_\_\_\_. Your demand for payment must be accompanied by a declaration attesting that the Contractor is not complying with the conditions of the Contract because he has used the advance for purposes other than the execution of the works.

Any request and payment under this guarantee is conditional on receipt by the Contractor of the advance mentioned above in his account bearing the number \_\_\_\_\_ at \_\_\_\_\_ [name and address of the bank ].

This warranty expires no later than \_\_\_\_\_ 2\_\_\_\_ and any request for payment must be received by that date at the latest.

This tender guarantee must be drawn up in accordance with the provisions contained in the FAR (Federal Acquisition Regulation) which relate respectively to the rules for forming the letter of guarantee and to its mandatory requirements.

\_\_\_\_\_

Signature

*Note: Text in italics should be removed from the final document; it is provided as a guide to facilitate preparation.*

\_\_\_\_\_

1. *The Guarantor must Insert an amount representing the advance as a percentage of the amount mentioned in the Contract.*
2. *Insert the date representing twenty-eight days following the estimated date of completion of the work. The Employer must take into account the fact that, in the event of an extension of the duration of the Contract, he must ask the Guarantor to extend the duration of this guarantee. Such a request must be made in writing before the expiration date mentioned in the warranty. When preparing the warranty, the Client may consider adding the following at the end of the penultimate paragraph: "At the written request of the Client, made before the expiration of this warranty, the Guarantor will extend the term of this warranty for a period not to exceed [six months] [one year]. Such an extension will only be granted once. "*

**[3]** *The Guarantor must Insert an amount representing the advance as a percentage of the amount of the Contract mentioned in the Contract.*

**[4]** *Insert the date foreseen for the provisional acceptance. The Employer must take into account the fact that, in the event of an extension of the duration of the Contract, he will have to ask the Guarantor to extend the duration of this guarantee. Such a request must be made in writing before the expiration date mentioned in the warranty. When preparing the warranty, the Employer may consider adding the following at the end of the penultimate paragraph: "At the written request of the Employer made before the expiration of this warranty, the Guarantor will extend the term of this warranty for a period not exceeding [six months] [one year]. Such an extension will only be granted once. "*

Toute demande et paiement au titre de la présente garantie est conditionnelle à la réception par l'Entrepreneur de l'avance mentionnée plus haut dans son compte portant le numéro \_\_\_\_\_ à \_\_\_\_\_ [nom et adresse de la banque].