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**STANDARD ADVERTISEMENT FOR A LOCAL PUBLICATION   
OF LOCAL OPEN TENDER PROCEDURES**

|  |  |
| --- | --- |
| **COMESA 11 EDF Trade Facilitation Programme**  **Name of Project :- Construction of One Stop Shop Building at PK51**  **MTC/COMESA-EDF-11/TFP/001/2024** |  |

The COMESA Secretariat intends to award a works contract for the Construction of a One Stop Shop Building at PK 51 in Djibouti with the financial assistance from the Common Market for Eastern and Southern Africa (COMESA) Trade Facilitation Programme under the 11th European Development Fund (EDF).

The tender dossier will be published on the following sites: [www.comesa.int](http://www.comesa.int)

Password encrypted tenders must be submitted on or before the 16th May 2024, at 10:00 am at the following address: [tenders@comesa.int](mailto:tenders@comesa.int) with copy to [abyabato@comesa.int](mailto:abyabato@comesa.int) and [tfp@comesa.int](mailto:tfp@comesa.int). Possible additional information or clarifications/questions shall be published on [www.comesa.int](http://www.comesa.int)

**CONTRACT NOTICE**

**CALL FOR TENDER: GENERAL INFORMATION**  
**I.1) Name and address Contracting Authority**

Official name: Common Market for Eastern and Southern Africa   
Benbella Road, Lusaka   
Zambia

website: [www.comesa.int](http://www.comesa.int)

**II.1.1) Title:**   
  
Construction of a One Stop Shop Building at PK 51 in Djibouti

**II.1.2) Main CPV[[1]](#footnote-1) code**

**II.1.3) Type of contract**

Works

**II.1.4) Short description of the contract**

Government of the Republic of Djibouti, through COMESA intends to award a works contract for the Construction of One stop shop Building at PK 51 in Djiboutifunded under the COMESA Trade Facilitation Programme under the 11th European Development Fund (EDF).

**II.1.5) Estimated total value**

The currency of the Contract will be in US $. All quoted amounts must exclude VAT and any other duties and taxes.

**IV.1.1.) Type of Procedure**

Local Open

**II.1.6) Information about lots**

This contract is divided into lots: **NO**

**II.2.3) Place performance**

Geographical zone benefitting from the action: **PK 51, Djibouti**

**II.2.5) Award Criteria**

The award criteria is based on **Price.**

**I.2.14) Additional information**

Subsequent to the initial contract resulting from the current tender procedure, new works consisting in the repetition of similar works, up to the estimated amount of **US$100,000,** may be entrusted to the initial contractor by negotiated procedure without prior publication of a contract notice, provided the new works are in conformity with the same basic project.

**IV.2.2) Time limit for submission of tenders or requests to participate**

Date: 16 May 2024  
Local Time: 10:00hrs.

**IV.2.6) Minimum time frame during which the tenderer must maintain the tender**

Duration in months: 90 days

**IV.2.7) Conditions for opening of tenders**

Date: 16 May 2024  
Local time: 10:30Email: [tenders@comesa.int](mailto:tenders@comesa.int); copy to [abyabato@comesa.int](mailto:abyabato@comesa.int), [tfp@comesa.int](mailto:tfp@comesa.int)

**Additional Information about the Contract Notice**

**Construction of a One Stop Shop Building at PK 51, Djibouti   
Location –PK 51 Djibouti**

1. **Nature of contract**

Unit price

1. **Programme title**

Construction of a One Stop Shop Building at PK 51, Djibouti with financial assistance from the Common Market for Eastern and Southern Africa (COMESA) Trade Facilitation Programme under the 11th European Development Fund (EDF).

1. **Financing**

11-EDF Trade Facilitation Programme.

1. **Eligibility and rules of origin**

Participation in tendering is open on equal terms to all natural and legal persons (participating either individually or in a grouping – consortium – of candidates/tenderers) which are established in one of the Member States of the European Union, ACP States or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed (see also heading ‘Legal basis’ below). Participation is also open to international organisations.

All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased is below EUR 100 000.

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement\* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014\*\* and Annex IV of the ACP-EU Partnership Agreement\*\*\*, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom \*\*\*\*. Those persons and goods are therefore eligible under this call.

\*Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

\*\* Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

\*\*\* Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

\*\*\*\* including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU]

1. **Candidature**

All eligible natural and legal persons (as per item 4 above)or groupings of such persons (consortia) may apply.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All partners of a consortium (i.e., the leader and all other partners) are jointly and severally liable to the contracting authority.

The participation of an ineligible natural or legal person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1. **Number of applications or tenders**

No more than one application or tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or partner of a consortium submitting an application/tender). In the event that a natural or legal person submits more than one application or tender, all applications or tenders in which that person has participated will be excluded.

1. **Tender guarantee**

No tender guarantee is required.

1. **Performance guarantee**

The successful tenderer will be asked to provide a performance guarantee of 10% of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the contracting authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

1. **Information meeting and/or site visit**

A mandatory site visit will be held on **18th April 2024.**

1. **Tender validity**

Tenders must remain valid for a period of 3 months after the deadline for submission of tenders. In exceptional circumstances, the contracting authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period.

1. **Shortlist alliances prohibited: NA**
2. **Grounds for exclusion**

Candidates or tenderers must submit a signed declaration, included in the application form or tender form, to the effect that they are not in any of the situations listed in Section 2.6.10.1 of the **practical guide (PRAG).** Where the candidate or tenderer intends to rely on capacity providing entities or subcontractor(s), he/she must provide the same declaration signed by this/these entity(ies).

Candidates or tenderers included in the lists of EU restrictive measures (see Section 2.4. of the PRAG) at the moment of the award decision cannot be awarded the contract.

1. **Sub-contracting**

Sub-contracting is allowed.

1. **Number of candidates to be short-listed: NA**
2. **Provisional date of invitation to tender**

5th April 2024

1. **Provisional commencement date of the contract**

01 July 2024

1. **Period of implementation of tasks**

180 days (6 months)

**SELECTION AND AWARD CRITERIA**

1. **Selection criteria**

The selection criteria are described in section 12.2 of the **Instruction to Tenderers.**

1. **Award criteria**

The most economically advantageous tender is the technically compliant tender with the lowest price.

**APPLICATION AND TENDERING**

1. **How to obtain the tender dossier**

The tender dossier is available from: [www.comesa.int](http://www.comesa.int)

Tenders must be submitted using the standard tender form included in the tender dossier, whose format and instructions must be strictly observed.

Any request for additional information must be made in writing through the Contracting Authority at least 21 days before the deadline for submission of tenders given in item ‘**Deadline for submission of applications or tenders**. Responses will be issued to all tenderers at the latest 7 days before the submission deadline and it is the tenderer’s responsibility to check for updates and modifications during the submission period.

1. **Tender opening session**

16th May 2024, 10:30hrs

1. **Applications format and details to be provided: NA**
2. **How applications may be submitted**

Password encrypted tenders must be submitted in English or French to the following addresses: [tenders@comesa.int](mailto:tenders@comesa.int) with copy to [abyabyato@comesa.int](mailto:abyabyato@comesa.int) and [tfp@comesa.int](mailto:tfp@comesa.int)

Applications submitted by any other means will not be considered.

By submitting an application, candidates accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the application form.

1. **Deadline for submission of applications**

The candidate’s attention is drawn to the fact that there are two different systems for sending applications: one is by post or private mail service, the other is by hand delivery.

In the first case, the application must be sent before the date and time limit for submission, as evidenced by the postmark or deposit slip[[2]](#footnote-2), but in the second case it is the acknowledgment of receipt given at the time of the delivery of the application that will serve as proof.

**The deadline for submission of applications can be found in the Contract Notice under IV.2.2.**

Any application sent to the contracting authority after this deadline will not be considered.

The contracting authority may, for reasons of administrative efficiency, reject any application submitted on time but received, for any reason beyond the contracting authority’s control, after the effective date of approval of the short-list report, if accepting applications that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

1. **Clarifications on the contract notice**

Any request for additional information must be made in writing through the Contracting Authority at the latest 21 days before the deadline for submission of applications stated at section **IV.2.2) of the contract notice**.

Clarifications will be made in writing at the latest 7 days before the deadline for the submission of applications and the applicants’ responsibility to check for updates and modifications during the submission period.

1. **Alteration or withdrawal of applications**

Applicants may alter or withdraw their applications prior to the deadline for submission of applications. No applications may be altered after this deadline.

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1. **Language of the procedure**

All written communications for this tender procedure and contract must be in English or French.

1. **Legal basis[[3]](#footnote-3)**

Annex IV to the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 as amended in Luxembourg on 25 June 2005 and in Ouagadougou on 22 June 2010. Reference is made to Annex IV as revised by Decision 1/2014 of the ACP-EU Council of Ministers of 20 June 2014.

1. **Additional information**

Financial data to be provided by the candidate in the standard application form or the tenderer in the tender form must be expressed in EUR. If applicable, where a candidate refers to amounts originally expressed in a different currency, the conversion to EUR shall be made in accordance with the InforEuro exchange rate of, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>.

**VOLUME 1**

**SECTION 1:**

**INSTRUCTIONS TO TENDERERS**

**CONSTRUCTION OF ONE STOP SHOP BUILDING AT PK 51 IN DJIBOUTI**

**VOLUME 1 SECTION 1 – INSTRUCTIONS TO TENDERERS**

PUBLICATION REF.: MCT/COMESA-EDF-11/TFP/001/2024

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline will lead to rejection of the tender. No account can be taken of any reservation in the tender as regards to the tender dossier; this may result in immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the practical guide, which is applicable to this call (available on the internet at this address: <https://wikis>.ec.europa.eu/display/ExactExternalWiki/Annexes

**CONTENTS**

GENERAL PART 1

1. GENERAL INSTRUCTIONS 1

2. FINANCING 1

3. PARTICIPATION 1

4. ONLY ONE TENDER PER TENDERER 3

5. TENDER EXPENSES 3

6. SITE VISIT AND CLARIFICATION MEETING 3

7. CONTENT OF TENDER DOCUMENTS 3

8. EXPLANATIONS CONCERNING TENDER DOCUMENTS 4

9. MODIFICATIONS TO TENDER DOCUMENTS 4

TENDER PREPARATION 4

10. LANGUAGE OF TENDERS 4

11. CONTENT AND PRESENTATION OF TENDER 5

12. INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER 5

13. TENDER PRICES 11

14. PERIOD OF VALIDITY OF TENDERS 12

15. TENDER GUARANTEE 12

16. VARIANT SOLUTIONS 12

SUBMISSION OF TENDERS 12

17. SEALING, MARKING AND SUBMITTING TENDERS 12

18. EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS 14

19. LATE TENDERS 14

20. ALTERING AND WITHDRAWING TENDERS 14

OPENING AND EVALUATING TENDERS 14

21. OPENING TENDERS 14

22. EVALUATING TENDERS 15

23 CORRECTING ERRORS 16

CONTRACT AWARD 17

24. AWARD CRITERIA 17

25. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS 17

26. CONTRACT SIGNING AND PERFORMANCE GUARANTEE 17

27. CANCELLATION OF THE TENDER PROCEDURE 18

28. ETHICS CLAUSES AND CODE OF CONDUCT 18

29. APPEALS 20

# GENERAL PART

## GENERAL INSTRUCTIONS

### Tenderers must tender for the whole of the works required by the dossier. For Incomplete Tenders will not be accepted.

### Timetable

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| **Site visit (Mandatory)** | 18 April 2024 | 1000hrs |
| **Deadline for requesting any additional information from the contracting authority** | 25 April 2024 | 1600hrs |
| **Last date on which additional information are issued by the contracting authority** | 09 May 2024 | 1600hrs |
| **Deadline for submitting tenders** | 16 May 2024 | 1000hrs |
| **Tender opening session** | 16 May 2024 | 1030hrs |
| **Notification of award to the successful tenderer** | 16 June 2024\*\* | - |
| **Signature of the contract** | 01 July 2024\*\* | - |

**\* All times are in the time zone of the country of the contracting authority****provisional date**

\*\* **These are Provisional dates and may be subject to change**

## FINANCING

The project is financed by the European Union, in accordance with the rules of the sub-delegation agreement signed between COMESA and the Ministry of Commerce and Tourism under the 11th EDF Trade Facilitation Programme.

## PARTICIPATION

Participation in the call for tender is open on equal terms to natural and legal persons (participating either individually or in a grouping (consortium) of tenderers) established in one of the Member States of the European Union, ACP States or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed. Participation is also open to international organisations. All supplies and materials under this contract shall originate from one or more of those eligible countries.

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement\* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014\*\* and Annex IV of the ACP-EU Partnership Agreement\*\*\*, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom \*\*\*\*. Those persons and goods are therefore eligible under this call.

\* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

\*\* Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union’s instruments for financing external action.

\*\*\* Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

\*\*\*\* including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU]

However, supplies for this construction may originate from any country when the amount value of the materials to be purchased is below EUR 100 000.

### These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country’s law.

### The eligibility requirement detailed in sub clauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor and every supplier must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

### Natural persons, companies or undertakings falling into a situation set out in Section 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide, are not entitled to participate in this tender procedure or be awarded a contract. Should they do so, their tender will be considered unsuitable or irregular respectively. Tenderers must provide declarations to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. The declarations must cover all the members of a joint venture/consortium and must also be submitted by any sub-contractor or capacity providing entity. Tenderers guilty of making false declarations may also incur financial penalties up to 10% of the total value of the contract and exclusion, in accordance with the Financial Regulation in force.

### The exclusion situation referred to in sub clause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria.

### Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

### In the selection of subcontractors, preference must be given by the contractor to natural persons, companies or firms of ACP States capable of performing the work required on similar terms.

### **ONLY ONE TENDER PER TENDERER**

### A company may not tender for a given contract both individually and as a member of a joint venture/consortium Organization by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the contracting authority.

## TENDER EXPENSES

### The tenderer will bear all costs associated with preparing and submitting the tender. The contracting authority will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

### The contracting authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.

## SITE VISIT AND CLARIFICATION MEETING

### The tenderer is obliged to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works (date, time and place, see the additional information about the contract notice.)

### A clarification meeting and/or a site visit will be held by the contracting authority at PK 51, Djibouti on 18 April 2024 at 10:00hrs

### The minutes of the clarification meeting will be published on the following websites: www.comesa.int . As proof of participation, tenderers will receive a certificate of their site visit.

## CONTENT OF TENDER DOCUMENTS

### The set of tender documents comprises the documents specified in the invitation letter.

### Tenderers bear sole liability for examining with appropriate care the tender documents, including design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information on any conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for altering the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

## EXPLANATIONS CONCERNING TENDER DOCUMENTS

### Any request for additional information must be made in writing through the Procurement Unit email: [tenders@comesa.int](mailto:tenders@comesa.int) with copy to [abyabato@comesa.int](mailto:abyabato@comesa.int) and [tfp@comesa.int](mailto:tfp@comesa.int). Request for additional information must be made at latest twenty- one (21) days before the deadline for submission of tenders (as stated in section IV.2.2) of the contract notice. The contracting authority has no obligation to provide additional information after this date.

The contracting authority must reply to all tenderers’ questions at least seven (07) days before the deadline for receipt of tenders.

### The questions and answers will be published on [www.comesa.int](http://www.comesa.int). The website will be updated regularly and it is the tenderer’s responsibility to check for updates and modifications during the submission period.

### **MODIFICATIONS TO TENDER DOCUMENTS**

### The contracting authority may amend the tender documents by publishing modifications up to eleven (11) days before the deadline for submitting tenders.

### Each modification published will constitute a part of the tender documents and will be published on [www.comesa.int](http://www.comesa.int).

### The contracting authority may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

# TENDER PREPARATION

## LANGUAGE OF TENDERS

### The tender and all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English or French. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the contracting authority in English.

### If supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

## CONTENT AND PRESENTATION OF TENDER

### Tenders must satisfy the following conditions:

#### Tenders must comprise the documents and information in Clause 12 below.

#### The tender must be signed on behalf of the tenderer/joint venture/consortium by a person or persons duly authorised to do so, empowered by power of attorney submitted in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier.

#### The relevant pages of the documents specified in Clause 12 must be signed as indicated.

#### The tenderer must provide all documents required by the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.

### The works are not divided into lots. Tenders must be for all the quantities indicated.

## INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

### All tenders must comprise the following information and be duly completed documents:

#### Tender form, together with its Annex 1 "Declaration on honour, on exclusion criteria and selection criteria"[[4]](#footnote-4)

#### Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;

#### The forms provided in Volume 4:

for unit price contracts:

Volume 4.3.2 — Bill of quantities;

##### The prices in Volume (4) are deemed to have been set on the basis of the conditions in force Thirty (30) days prior to the deadline for submitting tenders.

The detailed breakdown of prices must be used when required for any purpose under the contract, notably to provide the coefficients for applying the price revision formula referred to in Article 48.2 of the special conditions. The tenderer must provide clear arithmetical calculations for the proposed coefficients. There will be no price revision under the contract.

#### Cash flow statements as part of the financial statement form (Form 4.4).

#### Copies of the most recent documents showing the organisational chart, legal status and place of registration of the tenderer's headquarters, a power of attorney empowering the person signing the tender and all related documentation. These documents must follow the forms in Volume 1, Section 4 of the tender dossier:

* general information about the tenderer (Form 4.1)
* organisation chart (Form 4.2)
* power of attorney (Form 4.3)
* General certificate for the current year;
* License for the current year;
* Trade register;
* ODPIC;

#### Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by **audited financial statement of the last three years**. This evidence must be provided using Form 4.4, Financial statement, in Volume 1, Section 4 of the tender documents.

#### Financial identification form (Form 4.5a, Volume 1) and legal entity file (Form 4.5b, Volume 1).

#### If the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and supporting documents referred to above, either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the intervening time.

#### Information about the tenderer’s technical qualifications.

#### This information must follow the forms in Volume 1, Section 4 of the tender documents and include:

* a presentation of the tenderer’s organisation, including the total number of staff employed (Form 4.6.1.1),
* a list of the staff proposed for execution of the contract, with the CVs of key staff (Forms 4.6.1.2 and 4.6.1.3),
* a plan for the proposed execution of the contract. The descriptions must demonstrate the tenderer’s ability to complete the works and should includeamongst others, the following elements:

**Equipment for the implementation of the contract.**

* The Bidders must demonstrate that they have adequate equipment available for the implementation of the contract. The following equipment listed hereafter is the minimum equipment required to execute the contract and the bidders should indicate the quantities of equipment to be used in the fulfilment of the contract:
* The bidder should submit ownership certificates and receipts.
* For rental equipment the bidder must attached copies of rental/lease agreement.

|  |  |  |
| --- | --- | --- |
| **No.** | **Type and characteristics of equipment** | **Minimum number required** |
| 1 | Scaffolding package | 1 |
| 2 | Formwork batch | 1 |
| 3 | Batch of tools and plumbing materials | 1 |
| 4 | Water tank | 1 |
| 5 | Pick up | 1 |
| 6 | 5m3 concrete mixer | 1 |
| 7 | Topographic equipment | 1 |
| 8 | Set of worksite tools | Several lots |
| 9 | 30 KVA generator | 2 |
| 10 | Charger | 1 |
| 11 | Motor grader | 1 |
| 12 | Backhoe loader | 1 |
| 13 | Excavator | 1 |

The tenderer must indicate whether this equipment is owned, hired or used by a subcontractor. Manufacturer’s documents fully describing the equipment must be submitted with the tender (Form 4.6.2);

* a list of materials and any supplies intended for use in the works, stating their origin;
* the Bidders must produce a work plan with brief descriptions of the main tasks (Form 4.6.3), showing the sequence and proposed timetable for implementing the tasks. In particular, the proposal must detail the temporary and permanent works to be constructed. The tenderer must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant, equipment and staff it proposes to use on the main areas of work as well as the following;
* a critical milestone program of works showing times and duties allocated for employees for this contract.(Form 4.6.3);
* data on subcontractors and the percentage of works to be subcontracted (Form 4.6.3);
* evidence of relevant experience in carrying out works of a similar nature, including the nature and value of the contracts, works in hand and contractually committed projects (Form 4.6.4). The evidence must include successful experience as the prime contractor in construction of at least 3 projects of the same nature and complexity comparable to the works concerned by the tender during the last three (3) years;
* information regarding the proposed main site office (Form 4.6.3);
* an outline of the quality assurance system(s) to be used (Form 4.6.7).
* if applicable, information on tenderers involved in a joint venture/consortium (Form 4.6.5);
* details of their litigation history over the last 5 years (Form 4.6.6);
* details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);
* any other information (Form 4.6.9).

#### Proof documents, declarations and undertakings according to Clauses 3.1-3.6 above. These documents should cover all members of a joint venture/consortium and all subcontractors as specified.

#### Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in Clause 3.1 above. However, they may originate from any country when the amount value of the supplies and materials to be purchased is below EUR 100 000. For these purposes, "origin" means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 26 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93.

Goods originating in the EU include goods originating in the Overseas Countries and Territories.

Through their tender submission form, tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks being excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

#### [NA]

### Site visit certificate.

### In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers using the forms described in 12.1 above and any additional forms tenderers may wish to use.

If a tender is submitted by a consortium, unless specified, the selection criteria will be applied to the consortium as a whole.

**The Selection Criteria for Tenderers** The selection criteria for each tenderer are as follows:

1. ***Economic and financial criteria***
2. ***Technical criteria***
3. ***Professional criteria***

***Economic and Financial capacity of candidate:***

* Proof of the availability of appropriate working capital for this contract, for example, proof of access to a line of credit; At least DJF40,000,000.
* Annual turnover expressed as a total volume of construction/rehabilitation work carried out over each of the last five years, in particular the last (03) years; At least Fd 100,000,000.
* Authorisation to obtain references from the bidder's bankers;

***Technical Criteria:***

* A list of references relating to works of the same nature carried out as the main contractor and the volume of each type of work carried out over each of the **last three years for** an amount of at least **DJF 80,000,000** and detailed information on works in progress and contractual commitments; clients who can be contacted. These references and information must be accompanied by the corresponding attestations/certificates;
* Specific experience: Participation as a contractor, assembler or subcontractor over the past five (5) years in :
  + Construction of an administrative building ;
  + Construction of a commercial building ;
* Proposals to subcontract part of the work for an amount exceeding 10% of the Contract amount;

**Professional Criteria**

The Bidder must demonstrate that they have personnel for the following key positions:

|  |  |  |  |
| --- | --- | --- | --- |
| ***No.*** | ***Position*** | ***Overall construction experience***  ***(years)*** | ***Experience in similar work (years)*** |
| *1* | *1 Project Manager* | *10* | *5* |
| *2* | *1 Building works supervisor* | *5* | *5* |
| *3* | *1 Electrical engineer* | *5* | *5* |
| *4* | *1 Environmental health and safety manager* | *5* | *3* |

#### Capacity-providing entities:

An economic operator may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. If the tenderer relies on other entities, it must prove to the contracting authority that it will have at its disposal the resources necessary to perform the contract by producing a commitment on the part of those entities to place resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the tender should include a separate document providing data on this third entity for the relevant selection criterion. Proof of capacity must be provided at the request of the contracting authority.

With regard to technical and professional criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

### Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfil the following requirements:

* The tender must include all the information required in 12.1 above for each member of the joint venture/consortium and summary data for execution of works by the tenderer.
* The tender must be signed in a way that legally binds all members. One member must be appointed, lead member and that appointment should be confirmed by submission of powers of attorney signed by legally empowered signatories representing all members. See Form 4.6.5 in Volume 1 and the tender form.
* All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

## TENDER PRICES

### The currency of the tender is **United States Dollar** **(USD)**

### The tenderer must provide for unit-price contracts: a bill of quantities in **United States Dollar (USD).** The tender price must cover all works as described in the tender documents. All sums in the bill of quantities, the questionnaire and other documents must also be expressed in this currency, with the exception of originals of bank and annual financial statements.

### Tenderers must quote all components for unit-price contracts: the bill of quantities. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the for unit-price contracts: bill of quantities.

### If a discount is offered by the tenderer, it must be clearly specified in for unit-price contracts: the bill of quantities Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for all works.

### If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

## PERIOD OF VALIDITY OF TENDERS

### Tenders must remain valid for a period of 90 days after the deadline for submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 18.

### In exceptional circumstances, the contracting authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period, which may not exceed forty (40) days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting its tender guarantee. If the tenderer decides to accept the request, it may not amend its tender and it is bound to extend the validity of its tender guarantee for the revised period of validity of the tender. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may request an extension of the validity of the tenders up to the adoption of that recommendation.

### The successful tenderer must maintain its tender for a further thirty (30) days. This period is in addition to the validity period, irrespective of the date of notification.

## TENDER GUARANTEE

No tender guarantee is required

## VARIANT SOLUTIONS

Variant solutions will not be taken into consideration for the entire tender.

# SUBMISSION OF TENDERS

## 17. SEALING, MARKING AND SUBMITTING TENDERS

### 17.1 The complete tender must be submitted to the following addresses: [tenders@comesa.int](mailto:tenders@comesa.int), copied to [abyabato@comesa.int](mailto:abyabato@comesa.int), and [tfp@comesa.int](mailto:tfp@comesa.int).

### 17.2 The technical and financial offers must be in the same file and password encrypted. The tenderer shall provide the passwords at the tender opening meeting.

### 17.3 All tenders must be sent to the address mentioned above in 17.1 before the deadline set in the contract notice.

## 18. EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

The contracting authority may, on its own discretion, extend the deadline for submitting tenders by issuing an amendment in accordance with Clause 9. In such cases, all rights and obligations of the contracting authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

## 19. LATE TENDERS

### 19.1 All tenders submitted after the deadline for submission specified in the contract notice or these instructions will not be accepted by the contracting authority. .

### 19.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 20. ALTERING AND WITHDRAWING TENDERS

### 20.1 Tenderers may alter or withdraw their tenders prior to the above deadline. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure.

### 20.2 .

### 20.3 Withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

# OPENING AND EVALUATING TENDERS

## 21. OPENING TENDERS

### 21.1 The purpose of opening and examining tenders is to check whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents are included and whether the tenders are generally in order.

### 21.2 Tenders will be opened in public session on the date and venue specified in the contract notice by the appointed committee. The committee will draw up minutes of the meeting, which must be available to tenderers on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that they have been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

### 21.3 At the tender opening session, the tenderers’ names, the tender prices, any discounts offered, written notifications of alteration and withdrawal, the presence of the tender guarantee (if required) and such other information the contracting authority may consider appropriate may be announced.

### 21.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of its tender.

## 22. EVALUATING TENDERS

The contracting authority reserves the right to ask a tenderer to clarify any part of its tender that the evaluation committee considers necessary to evaluate it. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

The contracting authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

### 22.1 Examination of the administrative compliance of tenders

The aim at this stage is to check that tenders comply with the requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

The evaluation committee will check that each tender:

* has been properly signed;
* includes a correct tender guarantee (if required);
* meets the requirements as set out in the administrative compliance grid;
* has complete documentation and information;
* substantially complies with the requirements of these tender documents.

If a tender does not meet the requirements set out in the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

### 22.2 Technical evaluation

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 22.1.

At this step of the evaluation procedure, the committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

Subsequently, the committee will evaluate the technically compliant offers in accordance with the technical evaluation grid (setting out the technical criteria, sub criteria and weightings) attached to the tender dossier.

### 22.3 Financial evaluation

Once the technical evaluation has been completed, the evaluation committee checks that the financial offers contain no arithmetical errors. If the tender procedure contains several Tenders, financial offers are compared for each Tender. The financial evaluation will have to identify the best financial offer for each Tender, taking due account of any discounts offered.

When analysing the tender, the evaluation committee will calculate the final tender price after adjusting it on the basis of Clause 23.

## 23 CORRECTING ERRORS

### 23.1 Possible errors in the financial offer will be corrected by the evaluation committee as follows:

* where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
* except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

### 23.2 The amount stated in the tender will be adjusted by the evaluation committee in the event of an error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, its tender will be rejected and its tender guarantee forfeited.

# CONTRACT AWARD

## 24. AWARD CRITERIA

The most economically advantageous tender is the technically compliant tender with the lowest price.

To encourage the widest participation of natural or legal persons of ACP States in the performance of contracts, special preference measures must be taken in order to permit the optimisation of the physical and human resources of those States. See Section 2.6.9. of the practical guide.

## 25. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS

Prior to the expiry of the validity period of tenders, the contracting authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must be prepared to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarification will be set out in a memorandum of clarification, to be signed by both parties and incorporated into the contract.

Evidence of financial, economic, technical and professional capacity according to the selection criteria specified in subsection 12.2 above will be requested unless satisfactory documents are already included in the tender.

If the successful tenderer fails to provide this documentary proof or statement within fifteen (15) calendar days following notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantee of the unsuccessful tenderers will be released once the contract is signed.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

## 26. CONTRACT SIGNING AND PERFORMANCE GUARANTEE

### 26.1 Within thirty (30)days of receipt of the contract already signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable) to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

### 26.2 If it fails to sign and return the contract and any financial guarantee required within thirty (30) days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled, without prejudice to the contracting authority’s right to invoke the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

### 26.3 The performance guarantee referred to in the general conditions is set at 10 % of total contract value,of the amount of the contract and must be presented in the form specified in the annex to the tender dossier, except where it takes the form of a certified cheque or a cash deposit. It will be released in accordance with the special conditions.

## 27. CANCELLATION OF THE TENDER PROCEDURE

In the event of cancellation of a tender procedure, tenderers will be notified by the contracting authority. If the tender procedure is cancelled before the tender opening session, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, where:

* the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
* the economic or technical parameters of the project have been fundamentally altered;
* exceptional circumstances or *force majeure* render normal execution of the project impossible;
* all technically compliant tenders exceed the financial resources available;
* there have been irregularities in the procedure, in particular where these have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

***In no event will the contracting authority be liable for any damages incurred whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been informed of the possibility of damage. Publication of a contract notice does not commit the contracting authority to implement the programme or project announced.***

## 28. ETHICS CLAUSES AND CODE OF CONDUCT

### 28.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

### 28.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular, and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

### 28.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

### 28.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

### 28.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

## 29. APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

## 30. DATA PROTECTION

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is

## 31. EARLY DETECTION AND EXCLUSION SYSTEM

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system (EDES) and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

\* \* \*

VOLUME 1

# 

# SECTION 2

# 

# TENDER FORM

**TENDER FORM FOR A WORKS CONTRACT**

Publication reference: MCT/COMESA-EDF-11/TFP/001/2024

Name of contract: Construction of One Stop Shop at DK 51, Djibouti

**<Place and date>**

**Name and address of contracting authority**

COMESA Secretariat

Benbella Road

Lusaka Zambia

**One signed** form must be supplied (for each Tender, if the tender procedure is divided into Lots), together with the number of copies specified in the instructions to tenderers**.** The form must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be sent to the contracting authority upon request. For economic and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration.Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium land its members.

**1 SUBMITTED BY**

|  |  |  |
| --- | --- | --- |
|  | **Name(s) of tenderer(s)** | **Nationality[[5]](#footnote-5)** |
| **Leader[[6]](#footnote-6)** |  |  |
| **Member 2\*** |  |  |
| **Etc.** |  |  |

**2 CONTACT PERSON (for this tender)**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **E-mail** |  |

**3 TENDERER’S DECLARATION(S)**

**As part of their tender, each legal entity identified under point 1 of this form, including every consortium member (all sections), as well as** **each capacity-providing entity (only sections 1 and 2, as well as sections 7 to 14) and each subcontractor (only sections 1, 2 and 7, as well as sections 9 to 15), must submit a signed declaration using this format, together with the Declaration of honour on exclusion and selection criteria (Annex 1) (insert Form a.14).**

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [……………………………….] of [../../..]. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

Tender No 1: [*description of works*] [for subcontractors: *description of the portion covered by the subcontract]*

Tender No 2: [*description of works*] [for subcontractors: *description of the portion covered by the subcontract]*

Etc.

1. The price of our tender [*excluding the discounts described under point 4*] is:

Tender No 1: [……………………………………………..]

Tender No 2: [……………………………………………..]

Etc.

1. We will grant a discount of [%], or […………..] [*in the event of our being awarded Tender No ...and Tender No ………*].
2. This tender is valid for a period of 90 days from the final date for submission of tenders.
3. [For contracts worth up to EUR 345 000, and on the basis of objective criteria such as the nature and value of the contract, the contracting authority may decide not to demand such a guarantee: If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 15 of the special conditions.]
4. Our firm/company [*and our subcontractors*] has/have the following nationality:

**<**…………………………………………………>

1. We are making this tender [on an individual basis/as member of the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally bound in respect of the obligations under the contract, including any recoverable amount, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s execution].[We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]
2. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up. We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.
3. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of the submission of this application according to Section 2.5.4. of the practical guide. We have no interest of any nature whatsoever in any other tender in this procedure.

We confirm that we, including all consortium members, if any, and subcontractors are not in the lists of EU restrictive measures ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) and we understand that our tender may be rejected, if proved the contrary.

1. We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
2. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
3. We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.
4. We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.
5. We certify that the goods purchased under the contract, comply with the rules of origin laid down for this tender procedure.

[\* Delete as applicable]

Name and first name: […………………………………………………………………]

Duly authorised to sign this tender on behalf of:

**[**…………………………………………………………………………………… …**]**

Place and date: […………………………………………………………….………….]

Stamp of the firm/company:

This tender includes the following annexes:

[*Numbered list of annexes with titles*]

**ANNEX 1 – DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA**

**Declaration on honour on  
exclusion criteria and selection criteria**

The undersigned [*insert name of the signatory of this form*], representing:

|  |  |
| --- | --- |
| (*only for natural persons*) himself or herself | (*only for legal persons*) the following legal person: |
| ID or passport number:  (‘the person’) | Full official name:  Official legal form:  Statutory registration number**:**  Full official address:  VAT registration number:  (‘the person’) |

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Date of the declaration** | **Full reference to previous procedure** |
|  |  |

**I – Situations of exclusion concerning the person**

|  |  |  |
| --- | --- | --- |
| 1. declares that the above-mentioned person is in one of the following situations: | YES | NO |
| 1. it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national legislation or regulations; |  |  |
| 1. it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law; |  |  |
| 1. it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibity where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following: |  | |
| (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement; |  |  |
| (ii) entering into agreement with other persons with the aim of distorting competition; |  |  |
| (iii) violating intellectual property rights; |  |  |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; |  |  |
| (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;*** |  |  |
| 1. it has been established by a final judgement that the person is guilty of any of the following: |  | |
| (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995; |  |  |
| (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws; |  |  |
| (iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA; |  |  |
| (iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council; |  |  |
| (v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision; |  |  |
| (vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council; |  |  |
| 1. it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union’s budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors; |  |  |
| 1. it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95; |  |  |
| 1. it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business. |  |  |
| 1. (*only for legal persons*) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g). |  |  |
| 1. for the situations referred to in points (c) to (h) above the person is subject to: 2. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; 3. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; 4. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks; 5. information transmitted by Member States implementing Union funds; 6. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or 7. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. |  |  |

**II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners**

***Not applicable to natural persons, Member States and local authorities***

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations: | YES | NO | N/A |
| Situation (c) above (grave professional misconduct) |  |  |  |
| Situation (d) above (fraud, corruption or other criminal offence) |  |  |  |
| Situation (e) above (significant deficiencies in performance of a contract ) |  |  |  |
| Situation (f) above (irregularity) |  |  |  |
| Situation (g) above (creation of an entity with the intent to circumvent legal obligations) |  |  |  |
| Situation (h) above (person created with the intent to circumvent legal obligations) |  |  |  |
| Situation (i) above |  |  |  |

**III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations [***If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation***]: | YES | NO | N/A |
| Situation (a) above (bankruptcy) |  |  |  |
| Situation (b) above (breach in payment of taxes or social security contributions) |  |  |  |

**IV – Grounds for rejection from this procedure**

|  |  |  |
| --- | --- | --- |
| 1. declares that the above-mentioned person: | YES | NO |
| Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise. |  |  |

**V – Remedial measures**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

**VI – Evidence upon request**

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Document** | **Full reference to previous procedure** |
| *Insert as many lines as necessary.* |  |

**VII – Selection criteria**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents: | YES | NO | N/A |
| 1. It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [*insert*] of the contract notice/Instructions to tenderers; |  |  |  |
| 1. It fulfills the applicable economic and financial criteria indicated in section [*insert*] of the contract notice/Instructions to tenderers; |  |  |  |
| 1. It fulfills the applicable technical and professional criteria indicated in section [*insert*] of the contract notice/Instructions to tenderers. |  |  |  |

***Please adapt the table above to the criteria indicated in the tender documents (i.e. insert extra rows for each criterion or delete irrelevant rows).***

|  |  |  |  |
| --- | --- | --- | --- |
| 1. if the above-mentioned person is the **sole tenderer** or the **leader in case of consortium**, declares that: | YES | NO | N/A |
| 1. the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated asseessment will be made as provided in the tender documents. |  |  |  |

**VIII – Evidence for selection**

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Document** | **Full reference to previous procedure** |
| *Insert as many lines as necessary.* |  |

***The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.***

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name Date Signature

VOLUME 1

# SECTION 3 TENDER GUARANTEE FORM

**TENDER GUARANTEE FORM**

**Works contract**

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

The Secretary General

Common Market for Eastern and Southern Secretariat

Benbella Road, Lusaka

P.O Box 30051

referred to below as the ‘contracting authority’

Title of contract: Construction of One Stop Shop Building at PK 51 Djibouti: Identification number: **MCT/COMESA-EDF-11/TFP/001/2024**

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of <tenderer’s name and address>, payment to the contracting authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in [if open procedure: Article 11 of the procurement notice.] [if restricted procedure: Article 15 of the instructions to tenderers]

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of expiry of the tender validity period, including any extensions, in accordance with Article 15 of the instructions to tenderers [and in any case at the latest on (one year after the deadline for submitting tenders)].[[7]](#footnote-7)

The law applicable to this guarantee shall be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: < the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]

The guarantee will enter into force and take effect from the submission deadline of the tender.

Done at ………….., ../../..

Name and first name: …………………………… On behalf of: …………………

Signature: ……………..

**VOLUME 1**

# SECTION 4

# 

# QUESTIONNAIRE

VOLUME 1

SECTION 4

QUESTIONNAIRE

CONTENTS

Additional notice to tenderers

Form 4.1 General information about the tenderer

Form 4.2 Organisation chart

Form 4.3 Power of attorney

Form 4.4 Financial statement

Form 4.5 a) Financial identification form  
 b) Legal entity files

Form 4.6 Technical qualifications

4.6.1 Staff

4.6.2 Plant

4.6.3 Work plan and programme

4.6.4 Experience as contractor

4.6.5 Information on joint ventures

4.6.6 Litigation history

4.6.7 Quality assurance system(s)

4.6.8 Accommodation for the supervisor

4.6.9 Further information

**These documents may be adapted as required by the project.**

VOLUME 1

**SECTION 4**

# ADDITIONAL NOTICE TO TENDERERS

1. Tenderers must answer all questions contained in the forms.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, ‘not applicable’ should be entered alongside with a brief explanation.
4. Every page of each form must be numbered consecutively in the bottom right‑hand corner.
5. Financial data and declarations submitted by the tenderer must be given in United States Dollars or national currency. Original bank statements may be also attached for reference.
6. If the requested supporting documents/certificates are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. If the documents are in an official language of the European Union, other than the procedural language, it is however strongly recommended to provide a translation into the language of the call for tenders in order to facilitate the evaluation of the documents.
7. Each member of a joint venture/consortium must fill in and submit separately the following forms: 4.1, 4.2, 4.3, 4.4, 4.5b, 4.6.1.1, 4.6.4, 4.6.6. All other forms must be filled in and submitted jointly.
8. Firms applying as a joint venture/consortium must also complete Form 4.6.5 concerning joint ventures/consortia.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.

The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please be aware that a lack of data may result in their non‑compliance in the related item

VOLUME 1

SECTION 4

# FORM 4.1

# GENERAL INFORMATION ABOUT THE TENDERER

1. Name of company ............................................................................................................................................................................................................................................................
2. Registered address ............................................................................................................................................................................................................................................................Telephone .............................. Fax................................. E-mail..............................................................
3. Names and nationalities of principals / directors and associates ....................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................
4. Type of company (natural person, partnership, corporation, etc.) ……………………………… ............................................................................................................
5. Description of company (e.g. general civil engineering contractor)
6. Company’s nationality ...........................................................
7. Number of years' experience as contractor  
   - in own country.......................  
   - internationally......................
8. Registration details .........................................................................................................................................................  
   Please attach copy of the registration certificate
9. Equity in the company  
   Shares (%) ............................................................................................................  
   ............................................................................................................
10. Name(s) and address(es) of companies involved in the project and whether parent/subsidiary/subcontractor/other:..............................................................................................................................................................................................................................................................................................................................
11. If the company is a subsidiary, what involvement, if any, will the parent company have in the project?

...............................................................................................

1. Foreign companies must state whether they are established in the state of the contracting authority in accordance with applicable regulations (for information only)

Signature: ..................................................................................

(*a person or persons authorised to sign on behalf of the tenderer*)

Date:.....................

VOLUME 1

**SECTION 4**

# FORM 4.2

# ORGANISATION CHART

Please give details here below of the organisation chart of your company, showing the position of directors, key staff and functions.

Signature...........................................................

(*a person or persons authorised to sign on behalf of the tenderer*)

Date...........................................

VOLUME 1

SECTION 4

# FORM 4.3

# POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: ..................................................................................

(*a person or persons authorised to sign on behalf of the tenderer*)

Date: .....................

VOLUME 1

SECTION 4

# FORM 4.4

# FINANCIAL STATEMENT

Please provide all of the information required in United States Dollars or national currency (NC) equivalent.

4.4.1 Basic capital

|  |  |
| --- | --- |
| Amount.................................... | United States Dollars or NC |
| Currency.................................. | United States Dollars or NC |
| Authorised............................... | United States Dollars or NC |
| Issued...................................... | United States Dollars  or NC | |

4.4.2 [Annual value of construction work undertaken] [Annual turnover] for each of the last three years, and projected for the next two years.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **United States Dollars or NC** | **Year-3** | **Year-2** | **Last year** | **Current year** | **Year+1** | **Year+2** |
| At home |  |  |  |  |  |  |
| Abroad |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |

4.4.3 Approximate value of works in hand (at home and abroad)

............................................ (United States Dollars or national currency)

4.4.4[[8]](#footnote-8) Please attach copies of the company’s certified statements of account for the previous three years from which the following basic data will be abstracted. Please provide estimates of the same information for the next two years.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **United States Dollars or NC** | **Year-2** | **Year-1** | **Last year** | **Current year** | **Year+1** | **Year+2** |
| 1. Total assets  2. Total liabilities  *Net Value (1 minus 2)* | ....................  .................... | ....................  .................... | ....................  .................... | ....................  .................... | ....................  .................... | ....................  .................... |
| 3. Liquid assets  4. Short-term debts  *Working capital (3 minus 4)* | ....................  .................... | ....................  .................... | ....................  .................... | ....................  .................... | ....................  .................... | ....................  .................... |
| 5. Pre-tax profits  6. Losses | .................................................................... | .................................................... | .................................................... | ................................................................ | ...................................................................... | ........................................................................ |

4.4.5 Name and address of banks (principal/others):

.............................................................................................................................................................................................................................................................................................................................................

4.4.6 Please enclose a reference/certificate about the financial situation of the company and its access to credit facilities (maximum amount of credit facility to be stated in United States Dollars or NC equivalent)

Signature: ..................................................................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date: .....................

**VOLUME 1**

**SECTION 4**

# FORMS 4.6.1 TO 9

# TECHNICAL QUALIFICATIONS

VOLUME 1

SECTION 4

# FORM 4.6.1.1 OVERVIEW OF THE TENDERER’S STAFF

i - Overview Quantity

a - Directors and management ........................

b - Administrative staff ........................

c - Technical staff

- Engineers ........................

- Surveyors

- Foremen ........................

- Mechanics

- Technicians ........................

- Machine operators

- Drivers ........................

- Other skilled staff

- Labourers and unskilled staff ........................

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total ===========

ii - Site operatives to be employed on the contract (if relevant)

a - Site management ........................

b - Administrative staff ........................

c - Technical staff

- Engineers ........................

- Surveyors

- Foremen ........................

- Mechanics

- Technicians ........................

- Machine operators

- Drivers ........................

- Other skilled staff

- Labourers and unskilled staff ........................

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total ===========

Signature ....................................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date ............................................

VOLUME 1

SECTION 4

# FORM 4.6.1.2

# STAFF TO BE EMPLOYED ON THE CONTRACT

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Position/Name** | **Nationality** | **Age** | **Education** | **Years of experience (with the company/in construction)** | **Major works for which responsible (project/value)** | **Employed by (in case of a joint tender, indicate the name of the consortium member employing the staff)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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| **Quality control .........................................** |  |  |  | / |  |  |
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|  |  |  |  |  |  |  |
| **Others responsible for .........................................** |  |  |  | / |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Others responsible for .........................................**  **.........................................** |  |  |  | / |  |  |

Signature ......................................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date.........................................

VOLUME 1

SECTION 4

# FORM 4.6.1.3

# PROFESSIONAL EXPERIENCE OF KEY STAFF

# CURRICULUM VITAE

(maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

1. Surname:

2. Name:

3. Date and place of birth:

4. Nationality:

5. Civil status:

Address (phone/fax/e-mail):

6. Education:

|  |  |
| --- | --- |
| **Institutions:** |  |
| **Date:**  **From (month/year)**  **To (month/year)** |  |
| **Degree or qualification:** |  |

Indicate on a scale of A1 to C2 (from A1 (beginner) to C2 (proficient))**[[9]](#footnote-9)**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Language** | **Level** | **Passive** | **Spoken** | **Written** |
|  | **Mother tongue** |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

8. Membership of professional bodies:

9. Other skills (e.g. computer literacy):

10. Current position:

11. Years of professional experience:

12. Key qualifications:

13. Specific experience in developing countries:

|  |  |  |
| --- | --- | --- |
| **Country** | **Date: from (month/year) to (month/year)** | **Name and brief description of the project** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

14. Professional experience:

|  |  |
| --- | --- |
| **Date: from (month/year) to (month/year)** |  |
| **Place** |  |
| **Company/organisation** |  |
| Position |  |
| Job description |  |

15. Others:

15a. Publications and seminars:

15b. References:

Signature ............................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date...........................

VOLUME 1

SECTION 4

# FORM 4.6.2

# PLANT

Plant proposed and available for implementation of the contract[[10]](#footnote-10)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **DESCRIPTION (type/make/model)** | **Power/ capacity** | **No of units** | **Age (years)** | **Owned (O) or hired (H)/ and percentage of ownership** | **Origin (country)** | **Current approximate value in United States Dollars or national currency** | **Proposed by (in case of a joint tender, indicate the name of the consortium member proposing the plant)** |
| ***A)*** | **CONSTRUCTION PLANT** |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | DESCRIPTION (type/make/model) | Power/ capacity | No of units | Age (years) | Owned (O) or hired (H)/ and percentage of ownership | Origin (country) | Current approximate value in United States Dollars or national currency |
| ***B)*** | **VEHICLES AND TRUCKS** |  |  |  |  |  |  |
|  |  |  |  |  | / |  |  |
|  |  |  |  |  | / |  |  |
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| ***C)*** | **OTHER PLANT** |  |  |  | / |  |  |
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|  |  |  |  |  | / |  |  |

Signature ...........................................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date................................................

VOLUME 1

SECTION 4

# FORM 4.6.3

# WORK PLAN AND PROGRAMME

4.6.3.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required).

4.6.3.2 Give a brief outline of your programme for completing the works in accordance with the required method of construction and stated time of completion.

4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing relevant activities, dates, allocation of labour and plant resources, etc.

4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details:

|  |  |  |  |
| --- | --- | --- | --- |
| **Work intended to be subcontracted** | **Name and details of subcontractors** | **Value of subcontracting as percentage of the total cost of the project** | **Experience in similar work (details to be specified)** |
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Signature .......................................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date .....................................

VOLUME 1

SECTION 4

# FORM 4.6.4

# EXPERIENCE AS CONTRACTOR

**4.6.4.1** List of contracts of similar nature and scale performed during the past <insert number> years

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of project/type of works** | **Total value of works the contractor was responsible for2** | **Period of contract** | **Start date** | **Percentage of works completed** | **Contracting authority and place** | **Prime contractor (P) or subcontractor (S)** | **Final acceptance issued? - Yes - Not yet (current contracts) – No** |
| **A) In home country** |  |  |  |  |  |  |  |
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| **Name of project/type of works** | **Total value of works the contractor was responsible for[[11]](#footnote-11)** | **Period of contract** | **Start date** | **Percentage of works completed** | **Contracting authority and place** | **Prime contractor (P) or subcontractor (S)** | **Final acceptance issued? - Yes - Not yet (current contracts) – No** |
| **B) Abroad** |  |  |  |  |  |  |  |
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**4.6.4.2[[12]](#footnote-12)** Please attach here available references and certificates from the relevant contracting authoritiesSignature.......................................................................................

(*person (s) authorised to sign on behalf of the tenderer*)

Date..................

VOLUME 1

SECTION 4

# FORM 4.6.5

# DATA ON JOINT VENTURES

|  |
| --- |
| **4.6.5.1** Name ...................................................................................... |
| **4.6.5.2** Managing board’s address ..................................................  ..................................................................................................  Telex ..........................................................  Telephone .........................Fax..................................E-mail..... |
| **4.6.5.3** Agency in the state of the contracting authority, if any (for joint ventures/consortia with a foreign lead member )  Office address ...........................................................................  ..................................................................................................  Telex ..........................................................  Telephone ..............................Fax......................................... |
| **4.6.5.4** Names of members  i) ..............................................................................................  ii) ..............................................................................................  iii) ..............................................................................................  Etc. ............................................................................................ |
| **4.6.5.5** Name of lead member  ..................................................................................................  .................................................................................................. |
| **4.6.5.6** Agreement governing the formation of the joint venture/consortium  i) Date of signature: ................................................................  ii) Place: ...................................................................................  iii) Enclosure — joint venture/consortium agreement |
| **4.6.5.7** Proposed division of responsibilities between members (in %) with an indication of the type of work to be performed by each  ..................................................................................................  ..................................................................................................  ..................................................................................................  ..................................................................................................  .................................................................................................. |
|  |

Signature: ..................................................................................authorize*s) authorised to sign on behalf of the tenderer*)

Date: .....................

VOLUME 1

SECTION 4

# FORM 4.6.6

# LITIGATION HISTORY

Please provide information on any history of litigation or arbitration resulting from contracts executed, whether as main contractor or as consortium-member, during the last <insert number> years or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Ruling FOR or AGAINST tenderer** | **Name of client, cause of litigation, and matter in dispute** | **Disputed amount (current value in United States Dollars or NC)** |
|  |  |  |  |

Signature ......................................................................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date ..................

**VOLUME 1**

SECTION 4

# FORM 4.6.7

# QUALITY ASSURANCE SYSTEM(S)

Please provide details of the quality assurance system(s) you propose using to ensure successful completion of the works.

Signature .................................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date ..................

VOLUME 1

SECTION 4

# FORM 4.6.8

# ACCOMMODATION FOR THE SUPERVISOR

Please attach sketches and data detailing the accommodation and facilities intended to be provided by the tenderer under the relevant items in the bill of quantities/breakdown of the overall price.

Signature .................................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date ..................

VOLUME 1

SECTION 4

# FORM 4.6.9

# FURTHER INFORMATION

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Signature ............................................

(*person(s) authorised to sign on behalf of the tenderer*)

Date .................

VOLUME 1

# SECTION 5

EVALUATION GRID

## EVALUATION GRID (To be customised according to the project. The criteria indicated are to be used by the evaluation committee.)

## This grid must be completed by each evaluator.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title:** | CONSTRUCTION OF ONE STOP SHOP BUILDING AT PK51 DJIBOUTI | **Publication reference:** | MCT/COMESA-EDF-11/TFP/001/2024 |

| **Tender envelope no.** | **Tenderer's name** | **Rules of origin respected?**  **(Yes/No)** | **Economic and financial capacity? (OK/a/b/…)** | **Professional capacity? (OK/a/b/…)** | **Technical capacity? (OK/a/b/…)** | **Compliance with technical specifications? (OK/a/b/…) Staff,equipment** | **Ancillary services as required? (OK/a/b/…/NA)** | **Nationalities of subcontractors eligible?**  **(Yes/No)** | **Other technical requirements in tender dossier?**  **(Yes/No/Not applicable)** | **Technical compliance? (Yes/No)** | **Observations** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
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| **Evaluator's name** |  |
| **Evaluator's signature** |  |
| **Date** |  |

[Only very exceptionally, subject to derogation[[13]](#footnote-13), the works offers which comply with the minimum quality levels, should be technically scored.

If so, add a technical evaluation grid[[14]](#footnote-14) (setting out the technical criteria, sub criteria and weightings):

|  |  |
| --- | --- |
|  | **Maximum** |
| **Criteria** |  |
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| **Overall total score** | **100** |

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| --- | --- |
| **Strengths** |  |
| **Weaknesses** |  |

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| --- | --- |
| **Evaluator's name** |  |
| **Evaluator's signature** |  |
| **Date** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | CONSTRUCTION OF ONE STOP SHOP BUILDING AT PK 51 DJIBOUTI | **Publication reference :** | MCT/COMESA-EDF-11/TFP/001/2024 |

| Tender envelope number | Tenderer name | Tender submission form duly completed?  (Yes/No) | Others (Site certificate) | Tenderer's declaration (signed by each consortium member, if appropriate)?  (Yes/No) | Language as required? | Sub-contracting statement acceptable?  (Yes/No/ Not Applicable) | Nationality of sub-contractors eligible?  (Yes/No) | Overall decision? (Accept / Reject) |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
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| **Chairperson's name** |  |
| **Chairperson's signature** |  |
| **Date** |  |

# 

# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**FINANCED FROM THE EDF**

Between

The Common Market for Eastern and Southern Africa (COMESA)

Benbella Road,

P.O Box 30051, Lusaka

Zambia

(“The contracting authority”),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[15]](#footnote-15)

[<Official registration number>][[16]](#footnote-16)

<Full official address>

[<VAT number>][[17]](#footnote-17),

(“the contractor”) of the other part,

have agreed as follows:

**PROJECT:** COMESA TRADE FACILIATTAION PROGRAMME

**CONTRACT TITLE: CONSTRUCTION OF ONE STOP SHOP BUILDING AT PK 51 DJIBOUTI**

**Identification number: MCT/COMESA-EDF-11/TFP/001/2024**

Whereas the contracting authority would like the contractor to carry out the following works:

**Construction of One Stop Shop Building at PK 51** and has accepted a tender by the contractor for the execution and completion of such works and the remedying of any defects therein.

**It is hereby agreed as follows:**

**(1)** In this contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

**(2)** The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

1. the contract,
2. the special conditions,
3. the general conditions,
4. the bill of quantities (after arithmetical corrections) and detailed breakdown of prices
5. the technical and/or performance specifications,
6. the design documentation (drawings),
7. any other documents forming part of the contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

**(3)** In consideration of the payments to be made by the contracting authority to the contractor as hereinafter mentioned, the contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

**(4)** The contracting authority hereby agrees to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- **Contract price (excluding VAT/other taxes)** United States Dollars <amount>

**or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.**

[(**5)** Other specific conditions applying to the contract

For the purpose of Article 72 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Cooperation and Development.

In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party, namely the contractor.

Done in English in five originals, three originals for the contracting authority, one original for COMESA and one original for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: | Ms Chileshe Mpundu Kapwepwe |
| Title: |  | Title: | Secretary General |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

**VOLUME 2**

**SECTION 3**

**SPECIAL CONDITIONS**

**CONTENTS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communication**

4.1 The address for notices and written communication between the contracting Authority, Supervisor, Supervisor’s representative and Contractor are as follow:

**(a) In the case of the contracting Authority**

COMEA Secretariat

Benbella Road

P.O Box 30051

Lusaka, Zambia

**(b) In the case of the Supervisor**

( TBA)

4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 33 of the general conditions to the contract, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 5 Supervisor and supervisor’s representative**

5.2 The resources to be made available to the project Supervisor and its representative are included in the works contract and described in Volume 3 (specifications) and Volume 4 (BoQ) of the works tender dossier:

5.3 The powers of the project Supervisor are as provided in this contract. The responsibilities and limits of authority of the Supervisor's Representative are defined in his Contract. This document and other additional information will be made available to the Contractor upon the signing of the Contract.

5.4 Instructions given by the Supervisor shall be in writing by way of administrative orders, provided that if, for any reason, the Supervisor considers it necessary to give any such instructions orally the Contractor shall comply with such instruction. If the Supervisor receives a written confirmation of the instruction from the Contractor, within two working days after giving the instruction, and does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation then the confirmation shall constitute the written instruction of the Supervisor. The provisions of this paragraph shall equally apply to instructions given by the Supervisor’s representative.

Administrative Orders shall be hand delivered in four (4) originals to the Contractor by the Supervisor at the Contractor’s main site office, to a person working full-time in the office and to be designated by the Contractor. The Contractor’s staff in charge of receiving the Administrative Order shall stamp, date and sign a duplicate of the order presented by the Supervisor. Such stamped, dated and signed document shall be proof of receipt of the Administrative Order by the Contractor. On the four (4) original documents, one will remain with the Contractor, three with the Supervisor who will have to send formally one to the Contracting Authority and one to the EU Delegation to Uganda. A copy will be sent to the Supervisor's representative by the Supervisor.

**Article 7 Subcontracting**

7.3 In the selection of subcontractors, the contractor shall give preference to natural persons, companies or firms of ACP States capable of implementing the tasks required on similar terms.

**Article 8 Documents to be provided**

8.1 The Supervisor shall by no later than the date fixed for commencing performance to the Contractor, free of charge two paper copies of the remaining contract approved detailed design, including the relevant Annexes and Appendixes along with all drawings, the Environmental and Social Impact Assessment with the and Social Management Plan.

The Contractor shall be responsible for preparing his own construction drawings as per Article 19 of the General and Special Conditions of this contract.

The Project Supervisor shall give the Contractor a copy of the guidelines and regulatory and legal texts governing the environment in the Republic of Djibouti.

**Article 9 Access to the site**

9.1 The contractor is obliged to give COMESA Secretariat free access to its sites, factories, workshops, etc., and generally assist the head of delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the head of delegation.

All correspondence between the contractor and the contracting authority or project supervisor must be sent to the following official address:

COMESA Secretariat

COMESA Center, Benbella Road

P.O Box 30051

Lusaka Zambia

Email: tfp@comesa.int; abyabato@comesa.int

**Article 12 General obligations**

12.9 A Communication and Visibility Plan based on the Communication and Visibility Manual for EU External Actions published by the European Commission shall be prepared by the Contractor and submitted for the approval of the Contracting Authority within 2 (two) months from the commencement date. The manual shall include visibility interests of COMESA and the Government of the Republic of Djibouti.

**Article 15 Performance guarantee**

15.1 The amount of the performance bank guarantee will be 10 % of the amount of the contract and any addenda thereto.

15.8 Within 60 days after the deliverance of the certificate of provisional acceptance according to Article 60.1 and the completion of any outstanding work or reservation, 100% of the amount of the performance guarantee may be released.

**Article 16 Liabilities and insurance**

16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to contract value.

16.1 b) By way of derogation from Article 16.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

16.2 a) By derogation from Article 16.2(a) first paragraph of the general conditions, at the return of the countersigned contract and beginning of implementation of tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

16.2 a) By derogation from Article 16.2(a) paragraph 2 of the general conditions it is at the return of the countersigned contract and beginning of implementation of tasks that the contractor shall provide the contracting authority and the supervisor with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

**Article 17 Programme of Implementation of tasks**

17.1. Notwithstanding any work programme submitted as part of its tender, the contractor shall provide the supervisor with a programme of implementation of tasks, broken down by activity and by month within 30 days of the signature of the contract. This program includes at least the following information;

a) the order and time limits within which the contractor proposes to carry out works,

b) the time limits within which submission and approval of the drawings are required,

c) an organisation chart containing the names, qualification and CV of the staff responsible for the site,

d) a general description of the method including the sequence, by month and by nature, which the contractor proposes to carry out the works;

e) a plan for the setting out and organisation of the site, and

f) Such further details and information as the supervisor may reasonably require.

17.2. The supervisor shall return these documents to the contractor with its approval or any relevant remarks within ten days of receipt, save where the supervisor, within those ten days notifies the contractor of its wish for a meeting in order to discuss the documents submitted.

7.3. If the supervisor fails to notify its decision or remarks or wish for a meeting within these 10 days, the programme submitted is deemed approved.

17.4. The approval of the programme by the supervisor shall not relieve the contractor from any of its obligations under the contract.

17.5. No material alteration to the programme shall be made without the approval of the supervisor. If, however, the progress of the works does not conform to the programme, the supervisor may instruct the contractor to submit a revised programme in accordance with the procedure laid down in Article 17.

**Article 19 Contractor’s drawings and execution studies**

The Contractor shall prepare and submit to the Supervisor for approval in triplicate all the drawings, calculations, technical notes, and any other subjects he is to provide for the Supervisor’s approval at least one month before commencing construction of the works in question.

During the execution of the contract, the Contractor shall draw up and submit for the approval of the project supervisor's representative the following documents:

**(a) one month before setting up site, excavate site and storage areas:**

* The location of the parcels to be used,
* A list of agreements with the owners and current users of the site and the proof that these users have been able to find similar site to continue their activities,
* A detailed description of the site,
* A general map showing the area of the site, the planned layout and a description of the developments planned,
* An environmental protection plan for the site earmarked for the construction camp before its building commences. This plan will include all appropriate measures for the elimination of wastewater and solid waste in order to prevent all pollution and danger to human and animal health.
* The Contractor will take all reasonable precautions to prevent leaks and accidental spillage of products likely to cause water or soil pollution. He will specify the measures he plans to take in the environmental protection plan for the site.

**(b) Every two months:**

* according to the progress of the works, a plan for the replanting of cuts and fills,
* for the site, a plan to redevelop the site if that redevelopment differs from that in the overall plan;

**(c) Monthly:**

* an update on the level of site safety and the measures taken to maintain a high level of safety;

**(d) On completion of the works:**

* The route scheme completed by the works undertaken and an indication of the environmental improvements carried out.

The Contractor must insert in the documents, rules and proposals submitted to the project supervisor's representative the corrections or notes arising from the latter's observations concerning them within 15 (fifteen) days of being notified of these observations. The documents shall be resubmitted for the approval of the project supervisor's representative under the same procedure.

The endorsement of the project supervisor's representative shall in no way diminish the Contractor's liability.

**Article 20 Sufficiency of tender prices**

The bidder shall fill in rates and prices for all items of the works described in the Bills of Quantities.

The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

The contractor shall be deemed to have done a detailed inspection of the Site prior to submission of the tender and to have identified all risks, contingencies and all other circumstances influencing or affecting its tender.

**Article 21 Exceptional risks**

Weather leading to exceptionally adverse effect on the performance of the contract will be that poor state of weather occurring over a calendar month or more and on average less frequent than once in ten years. The contractor shall prove to the contracting authority that such adverse weather occurred and that it was the cause of the adverse effect which could not be lessened by the mitigation preparedness.

**Article 24 Interference with traffic**

24.1The Contractor must maintain the flow of traffic and residents' access at all times during the works.

24.2 The Contractor's vehicles and movement of equipment must comply with the Highway Code applicable in Djibouti, and in particular acts and rules concerning the weight of laden vehicles speed limit.

**Article 27 Demolished materials**

**27.1.** Where the contract includes demolition work, materials and articles obtained therefrom shall, unless the special conditions and /or the law of the country in which the works are executed otherwise provide and subject to the provisions of Article 28, become the property of the Ministry of Commerce and Tourism or any other Government Agency deemed appropriate by the law of the country.

27.2. Should the special conditions reserve to the contracting authority the right of ownership of materials or all or part of the articles obtained from the demolition work, the contractor shall take all the necessary precautions to ensure that these are preserved. It shall be lable for any destruction of, or damage to, such materials or articles caused by it or its agents.

27.4. Save where the special conditions provide otherwise, the contractor shall, at its expense, progressively remove rubble and other demolition materials, rubbish and debris from the site.

**Article 29 Temporary works**

29.2 Where the design of particular temporary works is specified in the special conditions to \_ be the responsibility of the contracting authority, the supervisor shall provide the \_ - contractor with all drawings necessary in reasonable time to enable the contractor to . undertake the temporary works in accordance with its programme, In such cases, the : contracting authority shall be solely responsible for the safety and adequacy of the design. “However, the contractor shall be responsible for the proper construction

**Article 30 Soil studies**

30.1. N

**Article 34 Period of implementation of tasks**

34.1 The period of implementation of tasks is six (6) months.

**Article 36 Delays in the implementation of tasks**

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

**Article 39 Work register**

39.1 The format of the works register will be determined by the Supervisor after the Contractor’s submission of the detailed performance programme for the works. The Supervisor may revise the format from time to time. The work register shall contain at least the information on the subjects specified in article 39.1 of the GC.

The Contractor shall keep proper wage books and time sheets showing the wages paid to and time worked by workers engaged in the execution of the Contract and he shall be bound, whenever required, to produce such wage books and time sheets for the inspection of an authorised officer of the Government and/or the Supervisor.

The work register will also include all failings or incidents resulting in a significant impact on the environment or in an accident or incident with the local community and the corrective measures taken. One work register must be kept for each and every site operating.

39.2 Statements regarding the works must always compare work performed with work foreseen in order to provide a tool to assess overall project progress. They must also provide evidence that the works were performed in accordance with the technical specifications. Statements regarding completed works must include all finding from internal and/or external inspections performed related with these works. Statements regarding materials must refer to all key characteristics of the materials and compare them with the characteristics provided at the technical specifications.

**Article 40 Origin and quality of works and materials**

## 40.1 All goods purchased under the contract must originate in any eligible source country as defined in COMESA Trade facilitation programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the Bill of quantities (Volume 4.3.2)]

## A category of similar goods to be purchased shall not be broken down over more than 1 item of the for unit price contracts :bill of quantities (Volume 4.3.2)]

## For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable international agreement.

## Goods originating in the EU include goods originating in the Overseas Countries and Territories.

## When importing goods, any change in the specified origin must be pointed out to the project supervisor and approved by him.

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with the specifications, drawings, surveys, models, samples, patterns and other requirements in the contract which shall be held at the disposal of the contracting authority or the supervisor for the purposes of identification throughout the period of performance.

40.3 Any preliminary technical acceptance stipulated in the special conditions shall be the subject of a request sent by the contractor to the supervisor. The request shall indicate the reference to the contract, the Tender number and the place where such acceptance is to take place, as appropriate. The components and materials specified in the request must be certified by the supervisor as meeting the requirements for such acceptance prior to their incorporation in the works.

**Article 41 Inspection and testing**

Components and materials will be in general tested at the site(s) and the laboratories provided by the Contractor. The Supervisor must be informed in time in order to participate in the process especially considering the remote location of the site(s). In case that the tests and documentation and/or certificates provided for crucial materials, are considered to be not satisfactory by the Supervisor, tests might be performed by a competent authority.

**Article 43 Ownership of plant and materials**

43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.

**Article 44: General principles for payments**

44.1 Payments shall be made in US$ Dollar.

44.3 By derogation, pre-financing payment to the contractor for the lump-sum advance shall be made within 30 days. Other pre-financing payments to the contractor shall be made within 30 days. Interim payments to the contractor of the amounts due under each of the interim payment certificates approved by the supervisor shall be made within 30 days, and the final payment to the contractor of the amounts due after the final statement of account issued by the supervisor shall be made within 60 days.

**Article 46 Pre-financing**

46.1 The only pre-financing advance granted to the contractor, is the lump sum advance referred to in Article 46.1(a) of the general conditions.

46.2 The lump sum advance referred to in Article 46.1(a) shall be a maximum of 20% of the original contract price against a guarantee.

46.3(c) N/A

46.8 Repayment of the pre-financing shall take the form of deductions based on monthly claims.

1. The flat‑rate pre-financing (maximum of 10 %) shall be repaid by means of deductions from instalments and, if necessary, the balance due to the contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80 % of the amount of the contract has been paid.

Repayment shall be made in the same currency as the pre-financing.

The amount to be deducted from each instalment shall be calculated using the following formula:



where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

The result is rounded up to two decimal places.

1. The pre-financing for plant, machinery and tools — and the pre-financing for other major prior outlays (20 % maximum) — shall be repaid by means of deductions from instalments and, if necessary, the balance due to the contractor. Repayment shall begin with the first instalment and end, at the very latest, by the time 90 % of the amount of the contract has been paid.

The amount to be deducted from each instalment shall be calculated using the following formula:



where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

**Article 47 Retention monies**

The sum retained to guarantee implementation of the contractor’s obligations during the defects liability period is 10 % of the contract price.

**Article 48 Price revision**

**N/A**

**Article 49 Measurement**

49.1 This is a unit-price contract.

The payment will pay for executed work only.

The frequency of interim payment shall be; once every month.

The contractor prepare the executed work payment certificate which approved by supervisor.

**Article 50 Interim payments**

50.1 The interim payments will be paid as determined in Article 49.1 of these special conditions.

**Article 51 Final statement of account**

51.1 The contractor shall, submit to the supervisor a draft final statement of account when it applies for the final acceptance certificate. In order to enable the supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the contractor considers to be due to it under the contract.

51.2 Within 30 days from issuing the final acceptance certificate referred to in Article 62, the supervisor shall prepare and signed the final statement of account.

**Article 53 Delayed payments**

53.1 By derogation from Article 53.1 of the general conditions, once the time-limit referred Article 44.3 has expired, the contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the general conditions.

**Article 60 Provisional acceptance**

60.1 Provisional acceptance will be conducted in line with Article 60.1 of the general conditions.

**Article 61 Defects liability**

61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any defect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

61.7 The duration of the defects liability period is 365 calender days.

**Article 68 Dispute settlement**

68.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled either:

(i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or

(ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision No 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382 of 31.12.1990, Annex A12 of the practical guide.)

**Article 72 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[18]](#footnote-18) and as detailed in the specific privacy statement published at ePRAG.

**Article 73 Further additional clauses**

**73.1 NA**

VOLUME 2

# SECTION 4 PERFORMANCE GUARANTEE[[19]](#footnote-19)

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

<name and address of the contracting authority>

referred to below as the ‘contracting authority’

Subject: Guarantee no. …

Performance guarantee for the full and proper execution of contract <contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of <contractor’s name and address>, hereinafter referred to as “the contractor”, payment to the contracting authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 15 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to fulfil its contractual obligations fully and properly. We will not delay the payment, nor will we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We will inform you in writing as soon as payment has been made.

We accept that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will be released in accordance with Article 15.8 of the general conditions to the contract [and at the latest on <at the expiry of 18 months after the implementation period of the contract>].[[20]](#footnote-20)

[The whole paragraph should be deleted when the contracting authority is the European Union or the Beneficiary Country under indirect management in the framework of IPA:

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union in the country of the contracting authority or his designated empowered deputy as par the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee will be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee will be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect upon its signature.

Done at [*insert place*], on [*insert date*]

|  |  |
| --- | --- |
| [*Signature*]  [*Function at the financial institution/bank*] | [*Signature*]  [*Function at the financial institution/bank*] |

*Stamp of the body providing the guarantee*

VOLUME 2

# SECTION 5: GUARANTEE ON PRE-FINANCING[[21]](#footnote-21)

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

<name and address of the contracting authority>

Referred to below as the ‘contracting authority’

Subject: Guarantee No. …

Financing guarantee for the repayment of pre-financing payable under contract <contract number and title> (please quote number and title in all correspondence)

We the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <contractor's name and address>, hereinafter referred to as “the contractor”, the payment to the contracting authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 46 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the contractor has not repaid the pre-financing on request or that the contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the contract.

We note that the guarantee will be released in accordance with the Article 46.7 of the general conditions. [and in any case at the latest on (at the expiry of 18 months after the implementation period of the contract) ][[22]](#footnote-22).

[The whole paragraph should be deleted when the contracting authority is the European Union or the Beneficiary Country under indirect management in the framework of IPA:

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union in the country of the contracting authority or his designated empowered deputy as par the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee shall be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii)if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

Done at [*insert place*], on [*insert date*]

|  |  |
| --- | --- |
| [*Signature*]  [*Function at the financial institution/bank*] | [*Signature*]  [*Function at the financial institution/bank*] |

*Stamp of the body providing the guarantee*

VOLUME 2

# SECTION 6 RETENTION GUARANTEE[[23]](#footnote-23)

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

<name and address of the contracting authority>

referred to below as the “contracting authority”

Subject: Guarantee no. <…>

Retention guarantee for contract <contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of <contractor’s name and address>, hereinafter referred to as ‘the contractor’, payment to the contracting authority of <amount of the retention guarantee>, representing the retention guarantee mentioned in Article 47 of the special conditions of the contract (contract number and title) concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to fulfil its contractual obligations fully and properly. We will not delay the payment, nor will we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We will inform you in writing as soon as payment has been made.

We accept that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will be released in accordance with Article 47.3 of the general conditions to the contract [and in any case at the latest on <at the expiry of 18 months after the implementation period of the contract> ].[[24]](#footnote-24)

[The whole paragraph should be deleted when the contracting authority is the European Union or the Beneficiary Country under indirect management in the framework of IPA:

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union in the country of the contracting authority or his designated empowered deputy as par the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee will be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee will be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect upon its signature.

Done at [*insert place*], on [*insert date*]

|  |  |
| --- | --- |
| [*Signature*]  [*Function at the financial institution/bank*] | [*Signature*]  [*Function at the financial institution/bank*] |

*Stamp of the body providing the guarantee*

**EDF only**

***Tax and customs arrangements***

***Article 31 from Annex IV to the Cotonou Agreement***

1. The ACP States shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied by them to the most favoured States or international development organisations with which they have relations. For the purpose of determining the most-favoured-nation (MFN) treatment, account shall not be taken of arrangements applied by the ACP State concerned to other ACP States, or to other developing countries.
2. Subject to the above provisions the following shall apply to contracts financed by the Community:
3. the contract shall not be subject in the beneficiary ACP State to stamp or registration duties or to fiscal charges having equivalent effect, whether such charges already exist or are to be instituted in the future; however, such contracts shall be registered in accordance with the laws in force in the ACP State and a fee corresponding to the service rendered may be charged for it;
4. profits and/or income arising from the performance of contracts shall be taxable according to the internal fiscal arrangements of the ACP State concerned, provided that the natural or legal persons who realise such profit and/or income have a permanent place of business in that State, or that the performance of the contract takes longer than six months;
5. enterprises which must import professional equipment in order to carry out works contracts shall, if they so request, benefit from the system of temporary admission as laid down by the national legislation of the beneficiary ACP State in respect of the said equipment;
6. professional equipment necessary for carrying out tasks defined in a service contract shall be temporarily admitted into the beneficiary ACP State or States in accordance with its national legislation free of fiscal, import and customs duties and of other charges having equivalent effect where these duties and charges do not constitute remuneration for services rendered;
7. imports under supply contracts shall be admitted into the beneficiary ACP State without customs duties, import duties, taxes or fiscal charges having equivalent effect. The contract for supplies originating in the ACP State concerned shall be concluded on the basis of the ex-works price of the supplies to which may be added such internal fiscal charges as may be applicable to those supplies in the ACP State;
8. fuels, lubricants and hydrocarbon binders and, in general, all materials used in the performance of works contracts shall be deemed to have been purchased on the local market and shall be subject to fiscal rules applicable under the national legislation in force in the beneficiary ACP State; and
9. personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the beneficiary ACP State.
10. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned.

# 

# VOLUME 3

# TECHNICAL SPECIFICATIONS

|  |  |  |
| --- | --- | --- |
| Item | Specification |  |
| One Stop Shop | Construction One Stop Building measuring 22mx9m |  |

**BILL OF QUANTITY**

**ONE STOP SHOP AT PK 51**

**VOLUME 4.1**

**FINANCIAL BID TEMPLATES**

**INTERPRETATIVE NOTES**

Contracts may be:

a) lump-sum contracts,

b) unit-price contracts,

c) hybrid contracts.

1. In lump-sum contracts, an all-in price covers all the works concerned by the contract. The all-in price will, if necessary, be calculated on the basis of the breakdown of the lump-sum price. In the latter case, an all-in price will be given for each separate item in the itemised breakdown. The total price will be calculated by adding together the various all-in prices for all such items. Where items are accompanied by quantities, these will be firm quantities drawn up by the contracting authority. The firm quantity is the quantity for which the contractor has submitted an all-in price, which will be paid to it irrespective of the quantity actually supplied.
2. In unit-price contracts, the works are broken down into different items on the basis of a bill of quantities drawn up by the contracting authority, and the proposed unit price for each item is indicated. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract.
3. In hybrid contracts, the prices will be fixed and works paid for in accordance with two or more of the methods laid down in paragraphs 1 and 2. The tender dossier for a hybrid contract will indicate how prices are to be calculated.
4. Each tender dossier must specify the exact type of contract used. The bill of quantities and price schedule (for unit-price contracts)/breakdown of the lump-sum price (for lump-sum contracts) must provide sufficient information on the quantities of works to be performed to enable bids to be prepared, and when a contract has been entered into, to provide an itemised basis for measuring the works executed. In order to attain these objectives, works should be itemised in the bill of quantities and price schedule (for unit-price contracts)/breakdown of the lump-sum price (for lump-sum contracts) in sufficient detail to distinguish between the different categories of works, or between works of the same nature carried out in different locations or any other circumstances which may give rise to variations in cost. Their layout and content should be as simple and brief as possible, while remaining consistent with these requirements.

**Daily work schedule**

A daily work schedule could be included for unforeseen works not covered by the bill of quantities or by the breakdown of the lump-sum price. The day work schedule should comprise a list of the various categories of labour, materials, and construction plant for which basic day work prices are given by the tenderer, together with a statement of the conditions under which the contractor will be paid for work executed on a day work basis. The day work schedule should also contain the estimated quantities for each item of day work.

A general provision for day works may be made by including a provisional sum.

**These notes for preparing financial bids are intended only as information for the contracting authority or the person drafting the documents for the invitation to tender. They should not be included in the final documents. Attached are examples of financial offer templates for unit-price contracts. These templates are purely indicative and may be adapted/combined as required by the project.**

VOLUME 4.3

FINANCIAL OFFER TEMPLATES

**UNIT PRICE CONTRACTS**

**Content**

**4.3.1 — Introduction**

**4.3.2 — Bill of quantities**

**VOLUME 4.3.1 — INTRODUCTION**

**1. General**

1.1 The bill of quantities (Volume 4.3.2) is the document containing an itemised breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price. The quantities set out in the bill of quantities are estimated quantities. Each price for each item of the bill of quantities is detailed in the price schedule (Volume 4.3.3).

The amounts due will be calculated by measuring the actual quantities of the works executed and by applying the unit rates to the quantities actually executed for each item.

1.2 The detailed breakdown of prices (Volume 4.3.5) is the list containing the basic costs, net costs and mark-ups from which each price on the bill of quantities and the price schedule and on the day work schedule results.

The detailed breakdown of prices provides the coefficients for applying the price revision formula referred to in Article 48.2 of the special conditions and can provide the basis for valuation of additional work ordered referred to in Article 37.5 of the general conditions.

1.3 Provisional sums for use when works are to be executed on a daily work basis (Volume 4.3.4) can only be executed by administrative order of the supervisor in accordance with the terms of the contract.

**2. Specific to Volumes 4.3.2, 4.3.3 and 4.3.4**

2.1 The prices inserted in the bill of quantities and price schedule are to be the full inclusive values of the works described under the items, including all costs and expenses that may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations specified or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all unit rates.

2.2 Save where the technical specifications or the bill of quantities and the price schedule specifically and expressly state otherwise, only permanent works are to be measured.

2.3 No allowance will be made for loss of materials or volume thereof during transport or compaction.

2.4 The prices of the bill of quantities, price schedule and daily work schedule are all-inclusive and include any non-exonerated tax or fiscal duty.

2.5 The unit prices in Volumes 4.3.2 and 4.3.4 are obtained by multiplying the net cost of Volume 4.3.5 - Table D, on the one hand, with the coefficient K, on the other hand.

The coefficient K represents the proportions between the Site costs (Fc) of Volume 4.3.5 - Table E and the Total net costs (Ps) and between the General costs (Fg) of Volume 4.3.5 - Table F and the Contract price (Pv): K = (1+A)/(1-B) whereby

A= Fc/Ps

B =Fg/Pv

2.5 The units of measurement used in the annexed technical documentation are those of the International System of Units (SI). No other units may be used for measurements, pricing, detail drawings etc. (Any units not mentioned in the technical documentation must also be expressed in terms of the SI.) Abbreviations used in the bill of quantities are to be interpreted as follows:

mm means millimetre

m means metre

mm² means square millimetre

m² means square metre

m³ means cubic metre

kg means kilogram

to means tonne (1000 kg)

pcs means pieces

h means hour

L.s. means Lump sum

km means kilometre

l means litre

% means per cent

N.d means nominal diameter

m/m means man-month

m/d means man-day

**VOLUME 4.3.2 — BILL OF QUANTITIES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **PRICE No** | **TITLE** | **UNIT** | **UNIT PRICE** | **ESTIMATED**  **QUANTITIES** | **AMOUNT** |
| (a) | (b) | (c) | (d) | (e) | (f = d \* e) |
| 000 | <for instance: installation of the site> |  |  |  |  |
| 001 |  |  |  |  |  |
| … |  |  |  |  |  |
|  | Total 000-99 |  |  |  |  |
| 100 |  |  |  |  |  |
| 101 |  |  |  |  |  |
| … |  |  |  |  |  |
|  | Total 100-199 |  |  |  |  |
| 200 |  |  |  |  |  |
| 201 |  |  |  |  |  |
| … |  |  |  |  |  |
|  | Total 200-299 |  |  |  |  |
| 300 |  |  |  |  |  |
| 301 |  |  |  |  |  |
| … |  |  |  |  |  |
|  | Total 300-399 |  |  |  |  |
| …. |  |  |  |  |  |
| Total amount of the works, outside day works |  |  |  |  |  |
| Day works |  |  |  |  |  |
| Total |  |  |  |  |  |

Note: the numbering of prices under (a) and titles under (b) correspond to the numbering in the price schedule

**VOLUME 4 of 6:**

**FINAL ARCHITECTURAL AND ENGINEERING**

**DESIGN REPORT AND FINAL FEASIBILITY REPORT- ONE STOP SHOP PK 51, DJIBOUTI**

**Special Technical Specifications (STS)**

A white building with a stone driveway

Description automatically generated with medium confidence

**BUILDING OF ONE-STOP BORDER POST FOR CROSS-BORDER TRANSACTIONS**



**. 2**

**SUMMARY**

**CHAPTER 1 - GENERAL INFORMATION 3**

Article 1 OBJECTIVE 3

Article 2 LOCATION 3

Article 3 PLANS 3

Article 4 COMPOSITION OF THE STATE CORPS 4

Article 5 LIMITATIONS OF THE PROJECT 5

Article 6 COMMENTS 5

Article7 VERIFICATION OF PLANS 5

Article 8 MAINTENANCE OF ROADS AND NETWORKS 5

Article 9 CLEANING OF THE SITE 5

Article 10 WORK SAFETY 6

Article 11 REGULATIONS AND TECHNICAL DOCUMENTS 6

Article 12 DOCUMENTS 6

**CHAPTER 2 - DESCRIPTION OF THE WORKS 7**

1. [**PREPARATORY WORKS** 7](#_TOC_250002)
2. EARTHWORKS 11
3. SEWAGE NETWORK 13
4. REINFORCED CONCRETE FOUNDATION 18
5. ELEVATED REINFORCED CONCRETE 24
6. BUILDING WORKS 26
7. THERMAL INSULATION - WATERPROOFING 28
8. ROOFING AND STRUCTURAL STEELWORK 30
9. FLOOR AND WALL COVERINGS 32
10. WOOD JOINERY 35
11. METAL JOINERY. 39
12. ALUMINIUM JOINERY 42
13. ELECTRICITY 46
14. SANITARY PLUMBING 51
15. PAINTING 56

**ANNEXES 59**

[**PLANS** 59](#_TOC_250001)

[**ESTIMATES AND QUANTITIES** 63](#_TOC_250000)

**CHAPTER 1- GENERAL**

Article 1 OBJECTIVE

The purpose of this specification is to define the materials and products to be used in the construction of a building for the One-stop-border post at Pk51:

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot number** | **Name** | **Surface area**  **of plot in m²** | **NOTES** |
| Batch I | One-stop-border post | m² | Bare land |

Article 2 LOCATION

Before any work is carried out, the Contractor must check the dimensions both in plan and in elevation on all the plans supplied to him, as well as the correlation between this document and the plans.

Article 3 PLANS

|  |  |  |  |
| --- | --- | --- | --- |
| * **Plan** | **n°** | **00** | **Land register map** |
| * **Plan** | **n°** | **01** | **Floor Plan** |
| * **Plan** | **n°** | **02** | **Ground floor plan** |
| * **Plan** | **n°** | **03** | **Plan view FLOOR** |
| * **Plan** | **n°** | **04** | **Plan of the EAST side** |
| * **Plan** | **n°** | **05** | **Plan of the WEST side** |
| * **Plan** | **n°** | **06** | **ELECTRICAL PLAN - Ground floor** |
| * **Plan** | **n°** | **07** | **ELECTRICAL PLAN - FLOOR** |
| * **Plan** | **n°** | **08** | **Plan of the roof** |
| * **Plan** | **n°** | **09** | **Plan of sanitary installations on the** |
|  |  |  | **ground floor** |
| * **Plan** | **n°** | **10** | **Ground floor sanitary detail plan** |
| * **Plan** | **n°** | **11** | **Foundation plan** |
| * **Plan** | **n°** | **12** | **Section A - A** |
| * **Plan** | **n°** | **13** | **Plan of pitch markings** |

Article 4 COMPOSITION OF THE STATE BODY

1. PREPARATORY WORK
2. EARTHWORKS
3. SEWAGE NETWORK
4. REINFORCED CONCRETE FOUNDATION
5. ELEVATED REINFORCED CONCRETE
6. BUILDING WORKS
7. THERMAL INSULATION - WATERPROOFING
8. METAL ROOFING AND FRAMING

10 - FLOOR AND WALL COVERINGS

11- WOOD JOINERY

1. METAL JOINERY
2. ALUMINIUM JOINERY
3. ELECTRICITY
4. PLUMBING - SANITARY
5. PAINT

Article 5 PROJECT LIMITS

The Contractor in charge of the construction work will limit his services to those explicitly defined in this document.

Article 6 COMMENTS

It is agreed that the amount of work communicated by the Contractor includes all the work necessary related for the completion of the works and the cleaning of all the premises at the end of the site.

The Contractor will be deemed to have carried out all the work for which he is responsible in accordance with the rules of the trade.

Article 7 VERIFICATION OF PLANS

The Contractor shall check the dimensions of the drawings before any work is carried out. No measurements should be taken to t h e metric scale of the drawings.

The material consequences of errors or mismatches in the dimensions shall be borne by any company that fails to notify the project manager of such errors in writing before execution.

Article 8 KEEPING ROADS AND NETWORKS IN ORDER

The Contractor will be responsible for maintaining in good working order the roads, networks, fences and installations of all kinds, whether public or private, affected by his own works, both inside and outside the site.

He must therefore carry out any necessary repairs, repairs or cleaning work. He must not cause any inconvenience to traffic.

Article 9 CLEANING OF THE SITE

Until provisional acceptance, the Contractor must ensure that all moving parts and equipment of all kinds are in good working order.

Periodically or at the request of the project manager, the Contractor must clear the site of all rubble or unused materials without interrupting the work in progress.

Article 10 SAFETY OF THE WORKS

The Contractor will be responsible for site safety.

In general, it must ensure that all the safety devices required by law are in place.

The Contractor will be responsible for any landslides, subsidence or damage of any kind that may occur and, in general, for any damage of any kind that may result from the work.

Article 11 TECHNICAL REGULATIONS AND DOCUMENTS

When carrying out the work, the Contractor will be subject to the following basic technical specifications and documents:

* New technical rules for the design and calculation of reinforced concrete structures, BAEL Rules.
* Djibouti Building and Public Works Laboratory (LBTP).
* The building must be designed in accordance with the seismic regulations in force in Djibouti (Zone 2 - Force 8.3).

Article 12 DOCUMENTS

All material data sheets must be presented to and approved by the project manager prior to installation.

* **A/ During the preparation period**
* Detailed descriptive notes on the various materials and products used.
* Work schedule.
* Calculation notes for the foundations and all the structural elements of the building, in particular the calculation note for the steel structure.
* Dimensioned drawings of recesses in reinforced concrete structures for the needs of secondary trades.
* Studies and drawings with the necessary details for t h e execution of the works for aluminium metal and wood joinery.
* Drawings for the various networks - water supply - sewage and drainage.
* Studies, calculations, plans, diagrams and all necessary instructions for the Electricity/Air Conditioning package.
* **B/ During the works**
* Studies, working drawings and details of works.
* Calculation notes specifying the nature of the steels and panels used for reinforced concrete structures.

**CHAPTER 2 - DESCRIPTION OF THE WORKS**

**SCOPE OF WORK**

* 1. **PREPARATORY WORK**
* The work includes :
  + - Installing the fencing and site signage
    - Carrying out temporary site roadworks and network connections;
    - Layout of structures ;
    - Setting up fixed site installations.
    - The demolition of existing structures (tin and brick dwellings).

**GENERAL - STANDARDS**

Ground conditions :

The Contractor will take possession of the plot of land in its current state. He is therefore deemed to be fully aware of the means of access as well as the various easements or constraints.

The drawings and documents in the project file concerning the state of the site are for information purposes only.

The Contractor will therefore have to check and complete the information provided by the drawings and the various documents on site, under his own responsibility.

Any damage caused by the contractor :

Any repairs required as a result of damage to the roadway caused by the Contractor will be at the Contractor's expense.

Any damage caused by the contractor :

The Contractor will take care not to soil or damage the roadway adjacent to the worksite.

Cleaning the premises and surrounding roads:

Any damage (dirt and deterioration of surrounding roads) caused by the work will be repaired at the Contractor's expense.

General site plan :

Before any work begins, the Contractor will submit to the project manager the site layout plan: site roads and networks, materials storage areas, equipment locations, installation of fixed site facilities (office, WC room, etc.), parking areas (site personnel, access for transporting materials), etc.

Roads, networks and miscellaneous :

The excavations will be wide enough to allow the pipes to be laid easily. The bottom of the excavation will be adjusted to a regular, flat slope.

The gradient will always be constant between two manholes, but may be different in two adjacent sections.

The opening of trenches, the laying of pipes and the construction of manholes must be carried out simultaneously after backfilling to allow for pipe testing and immediately after backfilling. The trenches must not remain open for more than 15 days.

The manholes will be positioned in such a way that the pipes can be inspected or trued along their entire length. Each section of pipe can be checked before backfilling.

The Contractor will be responsible for any landslides that may occur, whatever their nature, and in general for any damage of any kind that may result from the opening of the trenches.

**DESCRIPTION OF WORKS**

* **Site office :**

The construction and maintenance of an office measuring 3.00 m x 4.00 m, i.e. 12.00 m², which will be used by the company and for meetings with the project owner and the project manager. It will include the following equipment: 2 x 1.20 m neon lighting strips, 1 air blower, and all finishing work. The office must be functional throughout the works, and must include windows and a lockable door.

* **Site office furniture :**

The site office must include the following furniture:

- 1 desk 1 x 1.50 m ;

* 4 chairs ;
* 1 lockable storage cupboard;
* 1 notice board measuring 1.22 m x 2.44 m.

**Caretaker's room :**

* - not applicable -
* **WC room :**

A WC room, measuring 1.20 m x 1.20 m, will be built in the immediate vicinity of the site office and will include an English-style WC bowl and a hand-washer. It will also be equipped with a 0.60 m neon strip. The toilet facilities will be connected to the nearby wastewater treatment system.

* **Site fencing and signs :**

The contractor will be responsible for building the various site fences according to the different phases of the work.

They will also be responsible for all site and works signage.

* **Location of structures :**

Before any work is carried out, the Contractor must check the dimensions both in plan and in elevation on all the plans supplied to him, as well as the correlation between this document and the plans.

The layout and staking of the works will be the responsibility of the Contractor who will, at their own expense and under their own responsibility, lay out the layout according to the plans supplied to him and according to the instructions given to him by the project manager.

The Contractor must have all the equipment needed to lay out the works available on site.

He will also have to lay out the buildings and fencing, and use stakes and chairs to mark out the contours of the works.

It will establish the elevation of the preliminary backfilling work to level the ground.

* **Cleaning the premises :**

The contractor will be responsible for cleaning during and after completion of the work and for removing the company's equipment at the end of the work.

* **Miscellaneous expenses :**

The contractor must make temporary water and electricity connections to the site and provide subscriptions and consumption until the end of the works.

He will also be responsible, at their own expense, for guarding the premises day and night, 7 days a week, until provisional acceptance.

**Final EDD and ONEAD connections for the building :**

***The attached bills of quantities and estimates do not include the costs of the final EDD and ONEAD connections, which must be carried out by the project owner.***

* **Site sign :**

The Contractor is required to supply and install 2.5 cm thick boards measuring 2.44 m x 2.44 m. These boards will be fixed to a metal support anchored in buried concrete bases. These boards will be assembled at a height of 2.50 m from the ground with horizontal spacing of 10 cm. The indications contained will be in accordance with the model below:

* (The background will be white and the lettering black).

|  |  |
| --- | --- |
| REPUBLIC OF DJIBOUTI | |
| **BUILDING A ONE-STOP SHOP FOR CROSS-BORDER**  **TRANSACTIONS** | |
| Client | MINISTRY OF TRADE AND TOURISM |
| Delegated project owner |  |
| Project manager |  |
| Company | (successful tenderer and signatory to the contract) |
| Financing | COMESA |

**GENERAL - STANDARDS**

Ground conditions :

The Contractor will take possession of the plot of land in its current state. He is therefore deemed to be fully aware of the means of access as well as the various easements or constraints.

Any damage caused by the contractor :

Any repairs required as a result of damage to the roadway caused by the Contractor will be at the Contractor's expense.

Any damage caused by the contractor :

The Contractor will take care not to soil or damage the roadway adjacent to the worksite.

The Contractor will therefore have to check and complete the information provided by the drawings and the various documents on site, under their own responsibility.

Any repairs required as a result of damage caused by the Contractor to neighbouring buildings or to the roadway shall be at the Contractor's expense.

Cleaning the premises and surrounding roads:

Any damage (dirt and deterioration of the surrounding roads) caused by the work will be repaired at the Contractor's expense.

**WORK DESCRIPTION**

Location: Pk51.

Demolition of existing buildings

Demolition of existing buildings, including toilets and foundations, and removal of rubble and waste to a public dump. Clean-up of the site for the construction of the GUOT building.

These are the buildings to be completely demolished:

**SCOPE OF WORK**

|  |  |  |
| --- | --- | --- |
| N° | Description of building to be  demolished | Dimensions in m |
| **01** |  |  |
| **02** |  |  |
| **03** |  |  |
| **04** |  |  |
| **05** |  |  |
| **06** |  |  |

* 1. EARTHWORKS
* The work includes :
  + - The ground will be cleared according to the dimensions ordered by the inspector. It includes levelling, watering and compacting the bottom of the forms.
    - Backfilling to level the ground, including levelling, watering and compacting;
    - Levelling the ground by adding fill;
    - Excavating the foundations, filling in the foundation cavities and, if necessary, transporting the excess soil to a landfill site;
    - Excavating for networks and sewage works, backfilling and compacting the excavation base;
    - Excavations for the electricity and water networks, backfilling and compacting the excavation base;
    - Excavation of the emptying pit.

**GENERAL - STANDARDS**

* **Excavation: the excavation work consists of cutting to the thickness set by the inspection and evacuating the rubble to the landfill the subgrade obtained by the excavation will be levelled, adjusted, watered and compacted to 92% of the proctor.**

**Backfill :**

The materials used for backfill must meet the technical specifications below:

* No element may be higher in any direction than 30 mm ;
* The natural water content at the time of use must be equal to or less than that of the normal Proctor optimum;
* Plasticity index must be less than 20 ;
* The dry density corresponding to t h e Proctor optimum must be at least 1.60.
* **Backfilling of excavations :**

Excavated material may be used as backfill if it meets the above-mentioned backfill conditions. If the excavated material is unsatisfactory, the trenches will be backfilled with sand. This backfill will then be spread in layers no more than 20 cm thick; each layer must be well watered and then carefully compacted using a compactor. Compaction will be carried out in such a way as to obtain 95% of the modified Proctor density of the material used.

**DESCRIPTION OF WORKS**

* **Excavation :**

The excavation work consists of cutting to the thicknesses determined by the inspection and removing the rubble to a landfill site. The subgrade obtained after excavation will be levelled, adjusted, watered and compacted to 92% of the modified proctor.

* **Backfill :**

Supply of backfill inside the cells defined by the inverted raft slabs. This backfill will be laid in a single layer 25 cm thick and carefully compacted. Compaction will be carried out in such a way as to obtain 95% of the modified Proctor density of the material used. Density tests will be carried out in situ, at the contractor's expense, by the T.P. laboratory after each layer of backfill has been placed.

* **Excavations for foundations :**

Excavation, using a shovel and pickaxe with an overburden jet, for the inverted rafters of the foundations.

Dimensions: width: 30 cm - depth: 15 cm.

The horizontal base of the excavation and the vertical sides of the excavation must provide a flat base without any protruding points. They must be perfectly levelled and tamped.

Once the foundations have been laid, the excavations will be backfilled to the final grade.

* **Excavations for sewerage network - electricity - water pipes :**

Excavation for the sewage n e t w o r k , using a shovel and pickaxe with bank jetting.

Excavations for pipes, m a n h o l e s , septic tank complexes, grease traps, etc. will be lowered vertically.

The base of the excavation will be adjusted to match the gradient of the pipes and must provide a flat surface with no protruding points.

The contractor must install blue and red warning netting for the water distribution pipes and the electricity supply pipes for the lighting columns.

Backfilling trenches : Authorisation to backfill trenches in the various networks and pipes will only be given by the project manager if the installation work and tests have been fully satisfactory.

* Excavation 0.50 m deep for the sewage network;
* 0.40 m deep trench for the water supply network;
* Excavation 0.70 m deep for the power supply network for the lighting columns and their connection to the building;

**SCOPE OF WORK**

* 1. SANITATION NETWORK -
* The work includes :
  + - Work on the septic tank complex ;
    - Sump construction work ;
    - Work on the grease trap;
    - Installation of sewage collectors.

**GENERAL - STANDARDS**

Testing - Acceptance of work :

The pipes will be tringed and cleaned before delivery to ensure that no waste or detritus remains when they are commissioned.

Flow tightness tests may be carried out. These tests may be carried out per section, at the Contractor's expense.

**DESCRIPTION OF WORKS**

* **Septic tank complex :**

Construction of a unit comprising a septic tank and a slow-path filter:

A/ Septic tank - designed for 50 users No. 3 concrete for septic tank, "prise mer (sea plug)" quality.

The septic tank will be built in accordance with the plan published by the Town Planning and Housing Department sized for 50 users.

It comprises: **1 collector; 1 diluter and 1 slow-path filter.**

* The work includes :
* Clean concrete, 5 cm thick, poured on a polyane film;
* Septic tank with two compartments, collector and dilutor made of reinforced concrete formworked in situ with a median separation ensuring low-level circulation of the effluent to be treated;
* 15 cm thick central divider with two holes at the bottom ;
* Reservation f o r effluent inlet pipe and outlet to filter ;
* Internal waterproof rendering (no. 4 mortar), smoothed with a gutter and grooves in the corners;
* Capping with concrete slabs. The whole system must be odour-tight;
* A coating of petroleum pitch-based paint to waterproof the pits and filters with earth will be applied to the vertical parts of the structures.
* Cast-iron inspection hatches with cast-iron pre-frame; dimensions: 70 cm x 70 cm.

The dilutor vents will be made of "pressure" type PVC.

The lower part of this pipe will be buried horizontally and run up the walls of the facades to the top of the roof. The upper end will be protected by a copper, aluminium or plastic insect screen.

The slab covering the tank will be sized to support the load of a vacuum truck parked above the septic tank.

The slab formwork will be made using plywood slabs no more than 50 cm wide, which can then be easily removed through the manholes in the pit.

Reinforced concrete roof slab: 2 layers of reinforcement.

B/ Slow-running filter No. 3 concrete for filter.

The filter will be built in accordance with the plan drawn up by the engineer in charge of the study. The inside of the filter will be lined with pozzolana.

* The external dimensions of the filters are as follows:
* Length 3.60 m - width 0.70 m ;

Sump :

Wastewater and black water leaving the grease trap and septic tank filter will be discharged into a filtering well.

***The work includes :***

* Earthworks and removal of spoil.

***Installation in successive layers :***

* 0/40 cm graded sand (not compacted). The depth will be determined by the low- water level and will be at least equal to or greater than 6.00 m;
* 40 cm diameter concrete pipe, perforated and laid vertically in a layer placed on top of coarse-gauge materials to prevent clogging of drains by fine elements;
* Any sandy 0/10 cm over a height of 20 cm (not compacted), protected by a 200 g/m² synthetic non-woven filter;
* Capped with a concrete slab. The whole system must be odour-tight.
* Dimensions :
* 50 users: diameter 4.00 m - depth 3.70 m to 4.70 m Grease trap

:

No. 3 concrete for grease trap.

The grease trap will be built in accordance with the plan drawn up by the engineer in charge of the study.

The external dimensions of the bins are as follows:

* Length 1.10 m - width 1.10 m
* The work includes :
* Clean concrete, 5 cm thick, poured on a polyane film.
* A two-compartment tank made of reinforced concrete formed on site.
* 10 cm thick median separation with two holes at the bottom.
* Internal waterproof rendering (no. 4 mortar), smoothed with a gutter and grooves in the corners.
* Capping with concrete slabs and 1 square manhole cover. The whole system must be odour-tight.

A coating of petroleum pitch-based paint will be applied to the vertical parts of the reinforced concrete foundations to waterproof the grease trap.

* **Views :**

No. 3 concrete for manholes.

Manhole, including concrete base and hollow chipboard walls.

The height of the manhole will be defined by the water level of the pipes.

The manhole will be made of clean concrete, poured over a polyane film.

The interior walls will be coated with a cement rendering (mortar no. 4) with the incorporation of a water repellent to waterproof the mortar.

The manholes will be fitted with a square, hydraulically-closable ductile iron manhole cover received on a square cast iron frame, sealed to the slab. The whole unit must be odour-tight.

* a) - Manhole measuring 0.60 x 0.60 x 0.80 m ;
* b) - Manhole measuring 0.80 x 0.80 x 0.80 m.

A coating of petroleum pitch-based paint will be applied to the vertical parts of the reinforced concrete foundations to waterproof the manholes.

Sewage collectors :

Before the foundations are poured, the necessary PVC pipes for waste water, black water, etc. will be laid, as described in the PLUMBING & SANITARY work package. The openings for these pipes will be carefully sealed temporarily.

* The networks are separate.

For diameters greater than 200 mm, the collectors will be made of cement. For diameters of 200 mm and below, they will be made of "sanitation" quality rigid PVC pipes.

Before installing the pipe, the Contractor will lay a 10 cm thick sand bed on the bottom of the excavation.

Once the pipe has been laid, it will be tamped with sand and covered with 10 cm of sand. A concrete bedding up to halfway up each pipe will be installed under each pipe joint.

* Black water and waste water drainage

Underground black water and waste water collectors will be made of "sanitation" quality PVC pipes.

The minimum slope must not be less than 1 cm/m ;

They must include the tees needed to inspect the pipes at manhole level.

Each end of the collector, each change of direction and each straight length over 25 m must have a manhole cover.

At the outlets of the filter and grease trap, the EU and EV drains are grouped together in a manhole. An evacuation collector is directed towards the filtering well.

* Manifold diameter :
* a - PVC Ø 125 ;
* b - PVC Ø 110 ;
* c - PVC Ø 63.

Drainage of rainwater and condensation water from air conditioning systems - Rainwater and condensation water downpipes: exposed on the façade - fixed to the walls using collars and plugs:

Water supply and distribution pipes :

Supply and installation of 32 mm diameter PVC pipes, including elbows, tees and all other fittings, "pressure" quality, to supply the various premises from the ONEAD metering manhole. These pipes will be laid on a bed of sand and covered with sand to a height of 10 cm and a warning grid before the backfill is laid.

* 1. REINFORCED CONCRETE FOUNDATION



**SCOPE OF WORK**

* The work includes :
  + - Foundation calculation notes ;
    - Design, execution and detail drawings of the works;
    - Supply and installation of polyane film under the foundations;
    - Reinforcing concrete and foundations ;
    - Supply and application o f a paint coating to waterproof the foundations and walls of the emptying pit.

**GENERAL - STANDARDS**

The materials will be installed in accordance with the DTU and in particular the BAEL rules.

Source, quality, preparation and use of materials :

* + - 1. Aggregates

Aggregates and sands for concrete and mortar must not contain any impurities that could impair the properties of the concrete or mortar.

All aggregates must be of a resistant siliceous nature and free from any earthy, clayey, chalky or floury matter, etc., and must not contain a very high proportion of flat grains or needles.

* + - 1. Sand

The sand used will have a continuous grading curve, with no element greater t h a n 2.5 mm and a sand equivalent greater than 75.

Sea sand is strictly prohibited; the project m a n a g e r reserves the right to have checks carried out on the sand stored on site, at the contractor's expense.

* + - 1. Gravel

The crushed aggregates delivered to the site will first be submitted to the Laboratoire National du Bâtiment et des Travaux Publics (National Building and Public Works Laboratory) for approval.

* The only aggregates authorised on the site will be the following:
  + - Basalt gravel 0/05 crushed
    - Basalt gravel 0/15 crushed
    - Basalt chippings 15/25 crushed
    - Selected wadi sand 0/3

A grading curve will be drawn up for each material delivered to the site.

These analyses will be carried out at least every 15 m 3 of aggregate, at the Contractor's expense.

1. Hydraulic binder

For the choice of cements required for reinforced concrete and masonry works, the Contractor must comply with standards NF P 15.300 to 15.311, 313, 351, 352 and 353.

All concrete used in the foundations (concrete for footings, stringers, etc.) and for the slab (slab form) must be made using sea-set quality cement.

1. Steels

All metal reinforcement or mesh used in concrete must comply with the specifications of the rules currently in force.

The cold-worked mild steels used on site will be in 6.00 ml or 12.00 ml straight bars of grade Fe E 50.

The supporting calculation notes will specify the nature of the panels used (number of layers, mesh and diameter of the load-bearing and distribution wires).

The thickness of the concrete covering the reinforcement must be at least 30 mm. This distance is obtained by means of concrete wedges, which must be spaced at a maximum distance of 60 cm.

Before use, the reinforcement must be brushed and scraped free of loose rust and scale particles.

1. Mixing water

Any water suspected of containing organic matter will be analysed by LNBTP, at the Contractor' s expense.

1. Epoxy product, additive

The quality of the epoxy resin mortar will be subject to approval b y the project ma nage r. It must have :

* + High mechanical resistance
  + Very good adhesion to hard concrete and steel
  + Good resistance to acids, oils and hydrocarbons.

The Contractor will indicate t h e products he intends to use and provide the corresponding technical data sheets.

1. Expansion joints

Once the concrete has hardened, the 1 cm wide expansion joints will be filled with bitumen or an equivalent plastic product.

Expansion joints around the edges of paving will be treated as above.

1. Formwork wood

All formwork timbers will be made of fir, carpentry quality.

Execution of concrete structures :

1. Reservations
   1. Reservation in reinforced concrete structures

The passage of pipes of all kinds through reinforced concrete structures must be planned before casting.

The Contractor will ensure that all provisions such as the laying of ducts, reservations for all passages, grooves or sealing holes, are taken into account in the formwork in their final position.

These locations will be provided on the basis of dimensioned plans and in accordance with the requirements of the secondary trades, such as plumbing, electricity, joinery, etc.

Under no circumstances may holes be drilled in reinforced concrete structures after casting.

The Contractor will be responsible for and bear the costs of any modifications that may result from the omission or non-observance of the above requirements.

* 1. Reservations for underground pipes under floor slabs B e f o r e starting to lay a floor slab, the Contractor must ensure that

all planned water, sewerage and electricity pipes, etc. (underground under the slab or built-in) are in their final position.

These pipes will be covered, buried or coated after the tests deemed necessary and approved by the project m a n a g e r .

1. Tolerances, clearances

In relation to the theoretical positions, the permissible tolerances for out-of-plumbness over the height and for alignment over a length of 2.50 m will be 2 mm.

Alignment t o l e r a n c e s between vertical elements must be 5 mm. The flatness tolerances for floors that are to receive sealed coverings are 10 mm under a 2.00 m rule.

1. Making concrete and mortar

Concrete and mortar will be made by mixing in mechanical equipment (concrete batching plants) equipped with a device for checking the weight of the quantities of cement and aggregates required for each batch and a device for checking the quantity of water introduced.

Only the quantity of water strictly necessary to give the concrete the "firm concrete" consistency as described in DTU n°20 should be incorporated.

1. Placement of concrete by vibration for reinforced concrete structures

Before the concrete is poured, all parts that will come into contact with the concrete must be cleaned and watered to saturation.

All the concrete will be vibrated in the mass using a process designed to achieve the best possible compactness.

The vibration will be performed using a cylindrical needle inserted vertically. This needle must not be moved horizontally.

1. Resumption of concreting

Re-concreting will not be tolerated if slipforms are used. The course of the lines of repeat concreting on the facing will be marked out by means of rulers temporarily fixed to the formwork, on which the concrete placed first will be stopped and which will be removed either before the placing of the second phase concrete or after this placing.

1. Concrete curing

All concrete must be covered with constantly watered mats. The Contractor must maintain the concrete in a state of humidity necessary for satisfactory hardening.

Manufacture of formwork :

1. Formwork and timberwork

The formwork must be rigid, dimensionally stable and perfectly watertight. The formwork panels should be 24 to 30 mm thick. They must remain sufficiently watertight during the pouring of the concrete to prevent loss of laitance.

They will be sprinkled with water before the concrete is poured, and will be designed so that they can be removed without causing strain on the construction.

Props will be maintained for as long as necessary to counteract any overloads that may be applied to certain parts of the structures.

The visible vertical faces of reinforced concrete structures can be stripped after 48 hours of setting to allow for drying, but all horizontal faces can only be stripped after 21 days.

1. Formwork and cladding

The formwork must not allow any loss of laitance during the placing of the concrete.

All facings must be left unformed, with any rough edges removed. If any stone nests or holes are visible, the surface will be carefully repointed, coated with epoxy adhesive and levelled with a mortar of the same colour as the adjacent concrete.

Reinforcement :

1. Shaping and making the reinforcement

The reinforcement will be shaped so as to have exactly the forms shown on the working drawings. They will be cut and cold bent.

The reinforcement must be clean, with no traces of loose rust, soil or cement. They should be carefully tied with metal ties or wedged with concrete wedges of a quality comparable to that of the structure. The bars must be a t least 50 mm thick when i n contact with seawater.

The tolerated deviations in the layout of the reinforcement will be less than one tenth of the diameter of the bars.

1. Installation of reinforcement

The Contractor will be required to respect the locations assigned to each steel, as well as the overlap lengths provided.

Before the concrete is poured, he must ensure that they are free of any foreign matter, such as earth, wood waste, grease, paint, etc., as well as loose rust, and take all the necessary measures to this end.

At least 48 hours before pouring, the Contractor must notify the Direction de l'Urbanisme et du Logement (Town Planning and Housing Department, DUL) so that it can check the reinforcement. If the Contractor fails to notify the DUL, the latter will be entitled to request the demolition of the parts for which he has not, as a result, had the reinforcement checked.

Concrete inspection and testing :

1. General

The concretes will be made in accordance with the composition formulas determined following tests previously carried out at the Contractor's request by the the Building and Public Works Laboratory. (Laboratoire du Bâtiment et des Travaux Publics).

1. Proofs of works

The strength of the concrete will be checked during the works by tests carried out by the Building and Public Works Laboratory, at the Contractor's expense.

All concrete for reinforced concrete must meet the required strength conditions.

Compressive strength Kg/cm²

28 days

7 days

Cement amounts

Type of concrete

|  |  |  |  |
| --- | --- | --- | --- |
| * n°1: clean concrete | 250 kg/m3 of CPA 250/325 | 140 | 180 |
| * no. 2: miscellaneous concrete | 300 kg/m3 of CPA 250/325 | 170 | 230 |
| * n°3: reinforced concrete | 350 kg/m3 of CPA 250/325 | 200 | 270 |
| * n°4: reinforced concrete | 400 kg/m3 of CPA 250/325 | 230 | 300 |

The Contractor must provide the detailed report of the Laboratory tests within 45 days of the date of notification of the contract.

All concretes for reinforced concrete must comply with all strength requirements. No tolerance will be accepted on the strengths measured at 28 days under compression.

The Contractor must submit to the Building and Public Works Laboratory for approval, a detailed composition of all concretes and mortars to be u s e d , taking into account the materials delivered to the site.

The composition of the concrete used will be defined by a composition analysis carried out by the Building and Public Works Laboratory.

1. Obligations of the Contractor following testing and inspection

Any part of the structure or the entire structure which does not meet the requirements of the regulations and documents in this document will be rejected. It will be demolished, rebuilt or reinforced, then subjected to the new load test.

All expenses incurred by inspection operations, replacement of materials, repairs of any kind whatsoever, without prejudice to any compensation, shall be borne by the Contractor.

Waterproofing of foundations :

The side and top walls of the foundations must be waterproofed by applying a coat of paint (Flintkot) using a brush.

**DESCRIPTION OF WORKS**

* **Polyane film :**

A 200-micron-thick polyane film will be laid over the backfill before the concrete is placed under the footings, stringers and invert.

It will run uninterrupted up the side walls of the excavations and the sides of the footings, stringers and blocks. It will overhang so that it can be spread over the final backfill and under the clean concrete over a length of at least 20 cm.

Once all the foundation, masonry and backfill work has been completed, this polyane film will be cut flush with the masonry on the outside.

* **Concrete :**

No.1 concrete for clean concrete.

Clean concrete will be poured under the footings and stringers to a thickness of 5 cm.

* **Reinforced concrete for stringers :**

No. 3 concrete for stringers.

The vertical parts of the foundations will r e c e i v e moisture.

* **Reinforced concrete for floor slabs :**

Concrete no. 3 for invert.

a protective coating against

The vertical parts of the foundations humidity. a protective coating against

* **Reinforced concrete for main entrance step**

Concrete no. 3 for entrance steps.

**SCOPE OF WORK**

* 1. ELEVATED REINFORCED CONCRETE
* The work includes :
  + - Calculation notes for all structural elements of the building;
    - Design, execution and detail drawings of the works;
    - The works framework in concrete reinforced such as such as, columns ties, stiffeners, lintels, window sills, slabs ;
    - The construction of the bench (apron and jamb), the support plinths f o r the benches and the plinths ("dice" ) for the road signs.

**GENERAL - STANDARDS**

- DITO 4.2 -

DESCRIPTION OF WORKS

* **1st floor slabs :**

No. 3 concrete for solid slab.

The floor slab on the 1st floor must be constructed with a double layer of reinforcement.

The surface of the floor slab on the 1st floor will be finely floated, w i t h no roughness tolerated.

* **Reinforced concrete for columns :**

No. 3 concrete for posts.

The column formwork must be perfectly vertical and wedged in such a way that it does not move during the pouring of the concrete.

The columns will be connected at the top by beams forming a tie beam. They will be installed after the chipboard masonry has been laid to ensure a better bond.

* **Reinforced concrete for ties, beams and arches :**

No. 3 concrete for ties, beams and arches.

All masonry will be stiffened by inter connected reinforced concrete ties. The ties will form a continuous mechanical system with the columns.

* **Reinforced concrete for door stiffeners/window stiffeners and sills :**

No. 3 concrete for door and window stiffeners and sills. They will form a 10 cm thick vertical frame around the openings.

* **Reinforced concrete for stairs :**

Concrete no. 3 for t h e staircase to the 1st floor.

* **Reinforced concrete for "straw mattresses" :**

No. 3 concrete for the "straw mattress" (deck and jambs).

* **Reinforced concrete for slopes :**

No. 3 concrete to form a slope above t h e thermal insulation.

* 1. BUILDING WORKS

**SCOPE OF WORK**

* The work includes :
  + - Hollow chipboard infill and screens;
    - Coatings.

**GENERAL - STANDARDS**

The mechanical strength of hollow or solid blocks must be class B 60 or B 120 respectively.

* Hollow blocks: Fracture stress based on minimum block cross-section: 60 bar;
* Solid blocks: concrete failure stress in the maximum gross section: 120 bar.

All rendering will be carried out in accordance with DTU 26.1 "Rendering work with hydraulic binder mortars". All concrete undersides must remain unformed. The sand used will have a continuous grading curve with no element greater than 2.5 mm and a sand equivalent greater than 75.

All masonry will be stiffened by ties and stiffeners.

Composition and manufacture of mortars :

The table below shows the weight of binder in kilograms per cubic metre of dry sand and the location of the various compositions:

Type of mortar Cement content Location

n°1250 kg/m3 niche masonry n°2300 kg/m3 mortar to be poured

n°3350 kg/m3 ordinary rendering for rendering, jointing

edging, floor screed n°4400 kg/m3 Waterproof coating for manholes

Mortar must be manufactured in accordance with the specifications of the Common Special guidelines, brochure 63.

Pipe routing, trenching and sealing holes :

A. In various unreinforced masonry

Drilling and grooving for pipes, installation of ducts and all types of embedding in cement block masonry will be carried out with the minimum cross-section necessary to ensure the solidity of the work in place.

The grooves should not run parallel to the chipboard joints, but at an angle of at least 15° to them.

The sealing of collars, brackets, sleeves and filling of holes must be carried out with the greatest care, using the same materials as those used for the existing work. Sealing with plaster or quick-setting cement will only be allowed with the authorisation of the project manager.

**DESCRIPTION OF WORKS**

* **Hollow chipboard blocks :**

Hollow agglomerate blocks 20 and 10 cm thick will be poured in a mortar bath.

The masonry will be erected in set courses, cross-jointed, with each block receiving those of the lower course over a minimum length of 10 cm; the masonry will be rendered with cement mortar.

* **Claustras :**

The screens measuring 30 cm x 30 cm x 15 cm will be hoisted in a mortar bath. They will receive a cement mortar coating.

* **Trowelled plaster :**

The rendering will be applied with sprayed cement in three coats, watered in advance and spaced 24 hours apart:

* 1st tack c o a t , 4 to 5 mm thick, dosed with 400 kg of CPA and trowelled, mortar no. 4.
* 2nd smoothing coat, 11 to 15 mm thick, dosed with 300 kg of CPA and levelled with a straight edge, mortar no. 2.
* 3rd coat of levelling mortar (finish), dosed with 300 kg of CPA, mortar no. 2. T h e rendering should be levelled with a straight edge - T h e thickness of t h e rendering should be 15 to 20 mm.

Edges, corners and splaying should be executed after straightening with a straight edge. The rendering will then be floated.

Concrete surfaces such as posts, ties, stiffeners and lintels must be carefully repointed and brushed before the rendering is applied.

Finely floated renderings should be applied in such a way that a rule of 2 m does not reveal any cracks of more than 2 mm.

* **Cut basalt rubble wall:**

Supply and installation of basalt rubble compacted with 400 kg cement mortar for the low wall at the base of the fence, including filling the flat joints and all installation requirements.

* **Clay brick wall :**

Supply and installation of perforated solid bricks laid in a blowing bath of mortar with stretchers and headers, in horizontal courses with crossed joints, the overlap on t h e lower course being 0.004 m to 0.08 m.

Broken, split or loosened bricks will not be used and may be replaced with fresh mortar. When it is necessary to cut the bricks, this will be done by sawing.

Brick dimensions: 10.50 cm x 21 cm x 5 cm

**SCOPE OF WORK**

* 1. THERMAL INSULATION - WATERPROOFING
* The work includes :
  + - Detailed drawings of the waterproofing systems.
    - Thermal insulation on terraces.
    - The waterproofing complex.
    - Sealing joints.

**GENERAL - STANDARDS**

Standards and regulations :

Before installation, the Contractor must supply the specifications for the materials used and the manufacturer's recommendations.

It is particularly specified that all necessary precautions must be taken to avoid any splashing or dripping of bituminous materials onto the facades and any structures adjacent to the treated areas.

Every effort will be made to eliminate any traces that may still be present.

ACCEPTANCE OF WORK

Before acceptance of the work, the Contractor must wet the terraces that have received a waterproofing complex.

In the event of infiltration, damp stains or other waterproofing defects, the Contractor must repair the waterproofing and replace or repair the parts of the works damaged by the infiltration.

* Design rules for steel structures (CM Rule 66) ;
* Rules defining the effects of snow and wind NV 65, together with the 1967 Annexes, latest revision.

A sand surcharge of 30 kg/m2 must be taken into account in the calculations.

* **The materials used must comply with current standards, in particular NF A 35501.**

A specification of the paints to be used must be presented to the project owner for approval before work begins.

**DESCRIPTION OF WORKS**

* **Thermal insulation :**
  + F-quality flat and rigid expanded polystyrene sheets

25 laid over the insulation complex. The insulation will be laid in two crossed layers with a total thickness of 40 mm.

* + Screen independence set free, veil of glass for dry independence layer.
* **Elastomer sealing :**

Two-layer elastomer waterproofing for flat roofs with loose gravel protection and inverted system insulation

* + Waterproofing, welded finish coat; SBS bitumen elastomer with 130 g/m² mineral reinforcement.
  + Waterproofing, 1st layer loose laid: SBS elastomeric bitumen with glass mat 50 g/m².
  + Loose laid independence screen, glass fleece for dry independence layer. Surveys

Self-protected waterproofing under engravings, masonry spout:

* + Waterproofing, top coat; SBS bitumen elastomer waterproofing sheet self- protected with coloured ceramic granules or slate flakes.
  + Reinforcing angle; sheet of SBS elastomer bitumen, thickness 3.5 mm with NTPY reinforcement 10 cm minimum in the horizontal section.
  + Cold impregnating coating; bitumen-based primer.
  1. ROOFING AND STRUCTURAL STEELWORK

**SCOPE OF WORK**

* The work includes :
* Calculation notes for all the structural elements of the framework.
* Studies, working drawings and details of the framework.
* Roofing in self-supporting aluminium trays.

**SCOPE OF WORK**

Standards and regulations :

* Design rules for steel structures (CM Rule 66)
* Rules defining the effects of snow and wind NV 65, together with the 1967 Annexes, latest revision.

A sand surcharge of 30 kg/m2 must be taken into account in the calculations.

* **The materials used must comply with current standards, in particular NF A 35501.**

Steel quality for sections and sheets :

All costs arising from the issue of the certificates shall be borne by the contractor.

In addition, the project manager reserves the right to take samples after delivery of the steel and to carry out control tests, at the contractor's expense, to check that the materials supplied meet the prescribed conditions.

The tests will be carried out by the DJIBOUTI Public Works Laboratory, and the parties must comply with the Institute's decision. The cost of taking samples, shipping them and carrying out the tests will be borne by the contractor.

A specification of the paints to be used must be presented to the project owner for approval before work begins.

The paint must be applied in accordance with the supplier's instructions regarding temperature, humidity and weather conditions.

Before acceptance of the work, all the parts will be checked and any defects will be repaired as indicated above so that the prescribed treatment is effective for the entire construction.

DESCRIPTION OF WORKS

* **Truss for steel structure :**

Supply and installation of a metal framework truss consisting of 40 x 60 square sections for the top and bottom uprights and 40 x 40 mm square iron crosspieces, including welding, assembly, sealing to the masonry and application of two coats of anti-rust paint and two coats of glycerophtalic paint after brushing and sanding, as well as all installation and sealing to the masonry.

* **Truss 10.50 ml long. Purlins for metal framework :**

Supply and installation of purlins to be welded to the trusses of the metal framework made up of 40 x 40 square sections, spaced 1.20 m apart (maximum), including welding to the trusses and application of two coats of anti-rust paint and two coats of glycerophtalic paint after brushing and sanding and all the necessary masonry installation and sealing.

* **Purlins 18.50 ml long. Purlins for metal framework :**

Supply and installation of purlins to be welded to the trusses of the metal framework made up of 40 x 40 square sections, spaced 1.20 m apart (maximum), including welding to the trusses and application of two coats of anti-rust paint and two coats of glycerophtalic paint after brushing and sanding and all the necessary masonry installation and sealing.

* **Purlins 7.60 m long.**

**Roofing - self-supporting aluminium troughs :**

Supply and installation of a roof made of 7/10° thick self-supporting aluminium trays, including the supply of fixing hooks, waterproofing joint, cap, bituminous felt to be inserted between the metal elements of the framework and the aluminium trays, and all installation procedures in compliance with the Rules of the Trade.

Coverage must be at least :

* + 1? waves for horizontal overlap ;
  + 30 cm for long connections.
  1. FLOOR AND WALL COVERINGS

**SCOPE OF WORK**

* The work includes :
  + - Plotting and setting benchmarks ;
    - Laying floor coverings, tiles and skirting boards;
    - Laying wall coverings ;
    - Clean with a dry cloth and fine white sawdust.

**GENERAL - STANDARDS**

Standards and regulations :

The work and supplies must comply with the specifications set out in the specifications for floor coverings applicable to residential premises, offices and educational establishments, booklet n°224, published by the CSTB.

Choice and quality :

The Contractor will propose and submit to the main contractor, before ordering supplies, the list of products offered in each coating quality.

The colours will be presented in advance to the project manager, who will then select samples of at least 1 m² to be presented at least eight days before the start of the work.

The Contractor will take particular care to ensure that the different types of floor and wall covering are flush with each other.

Substrate preparation :

The surfaces of walls, paving, floors, staircases, etc. must be brushed and swept to remove all dust and spilled mortar, gravel, etc., which could create puncture points.

The flatness is such that a ruler 2.00 m long does not deviate from the substrate at any point by more than 5 mm.

Finished appearance of floor and wall coverings :

The surfaces of the floor coverings must be perfectly flat. A metal ruler measuring 2.00 m in length must not show deviations of more than 2 mm in any direction.

For aligning joints; 5 mm over 2.00 m. Fragmentation of large surfaces :

When the surface area of the rooms to be tiled exceeds 60.00 m² and the length exceeds 8.00 m, the tiles must be divided by a joint between the tiles and the laying mortar.

**DESCRIPTION OF WORKS**

* **Floor covering :**

a.- Nature

Supply and installation of anti-slip single-fired glazed stoneware tiles, size 30 cm x 30 cm. The sand will be sieved dry and vibrated to give a horizontal surface.

b.- Implementation

The floor will be delivered minus 5 cm. It will receive a 10 mm thick bed of sand. The sand will be sieved dry and vibrated with a straight edge to give a horizontal surface.

A 40 mm thick cement mortar screed (mortar no. 3) is laid on top of this sand. The tiles will be sealed with non-staining cement mortar.

The tiles will be laid using the "strip" method, using a string and pestle, in a mortar bath. The joints should be between 4 and 15 mm thick (approximately). They should be perfectly flat in all directions.

The joints will be filled with white or pure cement or fine mortar. c.- Location

\* All rooms, including shower rooms and corridors.

* **Stair tread cladding :**

a.- Nature

Supply and install 30 x 30 cm single-fired glazed stoneware tiles with a non-slip stair nosing. The colour of the covering will be defined later by the client.

b.- Implementation

The concrete substrate will be primed with 150 g/m² of roller-applied levelling and levelling mortar. The primer will be covered with a 5 mm thick levelling mortar.

The tiles will be bonded using a mixed-bond mortar. The joints are filled with pure cement or fine mortar.

c.- Location

\* Stairs.

* **Cladding for staircase risers :**

Dito 9.3.2 - for stair treads - Type - Installation - Location

* **Skirting boards :**

a.- Nature

Supply and fit single-fired glazed stoneware skirting boards, size 8 cm x 30 cm. The colour of the skirting boards will be defined later by the client.

b.- Implementation

Skirting boards are glued using a mixed-bond mortar. The joints will be filled with white or pure cement or fine mortar.

skirting boards

dito for 10.3.4 skirting boards

dito for 10.3.4

* **Wall and bench cladding: white earthenware**

a.- Nature

Supply and fit a white earthenware covering, commercial choice, size 20 cm x 20 cm or 15 cm x 15 cm. The colour of the tiling will be specified by the client at a later date.

b.- Implementation

* Wall covering :

The tiles will be bonded using a mixed-bond mortar incorporated over 1.80 m from the floor. The joints will be filled with pure cement or fine mortar.

* Bench covering :

The tiles will be bonded using a mixed-bond adhesive mortar incorporated into the surface of the deck. The joints will be filled with pure cement or fine mortar.

c.- Location

\* Shower room - WC - On and around the bench.

* 1. WOOD JOINERY -

**SCOPE OF WORK**

The work includes :

* + - Studies and drawings with the necessary details for the execution of the works;
    - Supply and installation of sealing joints between masonry and frames;
    - The supply and fitting of doors, their plumbing and levelling, the adjustment and fitting of sashes after sealing and masonry joints;
    - Supply and installation of the plywood false ceiling and light fencing for the restaurant terrace.

**GENERAL - STANDARDS**

Quality and use of materials :

* + - 1. Wood

The wood used for the joinery must be sound and dry, meeting the specifications of standards NF B

51.002 and B 52.001.

All joinery work must be carried out in accordance with good building practice.

It is forbidden to use shims, putty and plugs to conceal imperfections in the joints and defects in the wood.

The joinery will be sealed by the contractor.

It must provide all the entrails, rabbets, stamped holes, etc. required for installation.

Notches on oak and fir will be printed before fitting the building works, which will have received a minimum coat of paint on all sides as well as on those in contact with the wood.

For all locally manufactured joinery, only red wood (sipo or sapelli) will be authorised for the manufacture of doors. Any other species will be rejected. After machining and before fitting, the wood will receive a two-coat application of fungicide and anti-cryptogamic product.

* + - 1. Hardware

Hardware items will always be top quality and guaranteed as such by the Contractor, who will remain responsible for them. They must bear a stamp indicating this.

quality, standardised objects must have the dimensions laid down in the corresponding standards.

Presentation packs of the items provided must be presented to the main contractor. All hardware items must be installed with the utmost care.

The entrails required will be of the right depth so as not to alter the strength of the wood. They will

have the precise dimensions of the fitting in width and length. They should be made so that the objects are exactly flush with the wood.

Nails, rivets and screws should fit snugly and never protrude above the level of the irons. Screws should always be of a strength commensurate with the size of the objects they are intended to fasten.

All doors will be fitted with "European" barrel locks.

Hardware and locks must have been awarded the NF - SNFQ quality label.

* + - 1. Frame

The frames of door units integrated into the wall may be metal, but in the case of inset frames, they must be made of hardwood and comply with the required fire-resistance rating.

The doorframes or frames will be fixed using anchors or screws, with four per vertical jamb. An extra 6 cm of the uprights should allow it to be embedded in the form before cladding. Hardware protection :

Levers and knobs on doors, frames, etc. and all brass, stainless steel or other unpainted or varnished metal hardware must be fitted with a plastic covering. This covering must be kept in place during the summer to ensure the required protection throughout the work and prevent oxidation of the metals making up the hardware.

Definition of joinery dimensions :

The dimensions shown on the plans correspond to the following passage dimensions for standard doors:

* Height : 2.040
* Width : 730 - 830 and 930 mm (1 leaf) and 1230 mm (2 leaves)
* Thickness : 40 mm
* **Solid wood doors :**

**DESCRIPTION OF WORKS**

Door sizes: 75 cm - 80 cm - 90 cm - 100 cm x 210 cm

They will be 30 mm thick, with a solid core overlapping on a 70 x 55 mm oak f r a m e . The door will be fire-rated for 1 hour.

Joint cover with 40 x 10 mm edges to be laid where the masonry is inserted.

* Door equipment :
  + 3 rolled steel hinges with 110 mm x 50 mm square ends
  + European" cane-bill lock
  + Double lever handle lock, one-piece unit
  + **Rubber buffer, brass mounting.**

**Solid wood 2-leaf doors :**

Door dimensions: 200 cm x 210 cm

They will be 30 mm thick, with a solid core overlapping on a 70 x 55 mm oak f r a m e . The door will be fire-rated for 1 hour.

Joint cover with 40 x 10 mm edges to be laid where the masonry is inserted.

* Equipment on each door leaf :
  + 3 rolled steel hinges with 110 mm x 50 mm square ends
  + European" cane-bill lock
  + Double lever handle lock, one-piece unit
  + 2 rubber bumpers, brass mounting.
  + Latch for locking the fixed leaf.

All wooden elements will receive 2 coats of fungicide before application of the vinyl paint and levelling compound.

* 2-leaf solid wood doors, see 11.3.2
* **Wood frame for window air conditioners :**

Supply and installation of wooden air conditioning frames consisting of :

* wooden planks (50 mm thick), 300 mm wide
* Dimensions: 800 mm x 800 mm ;
* Embedding in the wall ;
* Application of 2 coats of fungicidal product and all other conditions.
* **Plywood sheets for plugging holes in air conditioners :**

Supply and fit 6 mm plywood sheet, fixed from the inside, to plug the holes in the air conditioning units, including all the fittings.

These signs will be installed in all rooms except the library and the "Management" office. Dimensions of each panel: L = 70 cm - W = 50 cm - Thickness = 6 mm.

Fixed to the wooden frame as specified in article 11.3.3 with 30 mm nails.

* **11.3.5 ADRIA type suspended ceilings:**

Supply and installation of wooden suspended ceiling comprising :

* A metal framework consisting of metal tube or alux for fixing the air fans and 8 x 8 and 7 x 7 rafters for the tiling;
* Filling in false ceilings type ADRIA ;
  1. METAL JOINERY

**SCOPE OF WORK**

* The work includes :
  + - Studies and drawings with the necessary details for t h e execution of the works;
    - Supply and installation of metal bars;
    - Supply and installation of protective cages for air conditioning frames;
    - Supply and installation of anti-pigeon netting;
    - Supply and installation of the banister and balustrade;
    - Supply and fit the inspection hatch cover.

**GENERAL - STANDARDS**

Reminder of regulations:

The work covered by this chapter must be carried out in accordance with :

* DTU 37-1 Metal joinery work
* CSTB n°91 Locksmithing works
* CM 56 rule

Quality of materials - Installation - Steel :

Tubular sections should be completely free of scale. They will be chosen from the range of hot- formed and welded profiled tubes, in thin or thick gauge depending on strength requirements.

The sheets should be flat and in one piece for each door leaf. Rust protection

Steel elements will receive a rustproof paint before assembly.

In all cases, anti-rust paint must be applied to all profile developments, including parts that are difficult to access.

Assembly and shaping

Assemblies will be made by welding or by dowels, pins and screws, as appropriate. They should be made in such a way that they can withstand mechanical tests without permanent deformation or the beginnings of breakage.

On visible parts, welds must be ground off on all surfaces where they would be detrimental to the appearance, water tightness and proper operation of the works.

Shaped and assembled work must not show any deformation.

All measures will be taken to comply with this requirement, particularly with regard to the transport, storage and installation of prefabricated elements in the workshop.

***Accessories***

The Contractor is required to submit samples of the accessories to the project manager for approval before any orders are placed.

Fixing screws should always be of a strength commensurate with the importance of the objects they are to fix and should be finished in a manner commensurate with the work being fixed.

Accessory components - hinges, anchor brackets, plates, etc. - must always be protected with anti- rust paint, as described above.

**DESCRIPTION OF WORKS**

* **Metal bars for ground floor windows:**

\* Dimensions: 70 cm x 70 cm - 120 cm x 140 cm - 160 cm x 140 cm

Supply and installation of wall-mounted metal bars to protect openings and windows. These bars are made of 30 x 30 mm angle iron sections.

30 mm, filled with small-mesh expanded metal mesh and secured to the wall with anchors of the same type. The bars will be installed in such a way that they protrude by 5 cm from the bare wall surface. All the bars will be painted with 2 coats of anti-rust paint and 2 coats of glycerophtalic paint, after sanding, brushing and all the necessary attention.

* **Wire mesh protective cages for air conditioners :**

Supply and installation of a metal cage to protect the air conditioning units, consisting of an outer structure made of 30 x 30 mm angle iron with a small-mesh expanded metal infill. Application of 2 coats of anti-rust paint and 2 coats of glycerophtalic paint, as well as all installation requirements. The frame of the protective cage for the air conditioning units will be sealed to the wall using anchors.

Dimensions: 90 cm x 70 cm x 50 cm

* **Stair railings :**

The galvanised tubular guardrail will be made up of 50 mm and 32 mm diameter sections. The railing will be 120 cm high.

It will be made up of bars drawn from 32 mm diameter galvanised tubes, clamped between a top and bottom rail made of 50 mm diameter galvanised tubes. The bars will be fixed to the rails by electric arc welding. The steps will be fixed to the masonry using anchors embedded in the concrete.

The rails will be 50 mm diameter galvanised tubes.

* Location:

\* Creeping part of staircases.

* **Railings:**

Dito 12.3.3 for railings.

* Location:

\* First floor lobby overlooking the lower part of the staircase.

* **Anti-pigeon netting:**

**Supply and installation of anti-pigeon netting consisting of :**

* 30 x 30 mm angle iron frame - fixed with screws and dowels;
* small mesh expanded metal filling ;
* Welding ;
* anti-rust and glycerophtalic paint (2 coats each).

Protective mesh

Supply and installation of protective fencing for terraces in galvanised tube with angle iron:

* Vertical and horizontal latches (inside and outside) ;
* Welding ;
* Sanding, scraping and cleaning ;
* Application of 2 coats of anti-rust paint;
* Application of 2 coats of glycerophtalic paint;
* Including all the fixtures and fittings.
  1. ALUMINIUM JOINERY

**SCOPE OF WORK**

* The work includes :
* The studies and drawings with the necessary details for the execution of the works, as well as the calculation notes used to draw them up and in particular those concerning the devices adopted to meet the constraints arising from the contractual documents in terms of air and water tightness and the thickness of the glazing in order to retain the necessary rebates.
* Supply and installation of sealing joints between masonry and frames.
* The supply and installation of sliding and NACCO windows, their plumbing and levelling, the adjustment and fitting of the sashes after sealing and masonry joints.
* Supply and fit the glazing for the windows.
* Supply and installation of sliding insect screens.

**GENERAL - STANDARDS**

1. ALUMINIUM JOINERY

* Anodic oxidation of aluminium components will be class 20.
* Profiles with cross-sections and thicknesses in line with the dimensions of the frames and the weight of the glazing should be used.
* The frames will be sealed with marine-grade EPDM (ethylene, propylene, diene monomer) gaskets.
* The profiles making up the aluminium window frames must have a joint cover incorporated into the profile.
* The hardware will be top-quality and appropriate to the size and weight of the various components.
* All aluminium profiles used will be of the TECHNAL type or similar.

1. WINDOWS

Whether annealed or tempered, single or composite, clear, coloured or reflective, they must be of the highest quality, of uniform thickness, free from stains, pitting, warped edges, bubbles or other defects.

The thickness of the glass will be proportionate to its size, and a colour sample will be given to the project m a n a g e r before any work is carried out.

The Contractor of the present lot will be responsible for signalling all transparent surfaces, by means of warning coils or other devices, and for removing them after the work has been completed.

They must comply with the DTU for AEV classification. The classification must also take account of the thickness of the volumes. The Contractor must provide the project manager with detailed drawings of the assembly and fitting of the aluminium elements.

**DESCRIPTION OF WORKS**

The exact dimensions of the masonry will be checked by the Contractor in charge of this lot before the windows are installed.

The windows supplied will be installed in concrete rabbets and fixed with plugs after the elements have been wedged.

The profiles will be natural tone anodised aluminium.

* **Sliding glass windows - 2 panes :**
* Dimensions: 140 x 120 cm
* Opening :
* Tubular profiles with internal and external grooves for positioning a double perimeter sealing line. This seal will be guaranteed.
* Reinforced polyamide guide fixed to the ends of the central and edge uprights.
* The sash moves on silent castors with polyamide tyres mounted on needle bearings.
* Fixed sashes
* Made up of top and bottom crossbar profiles and upright profiles.
* The rear of the profiles will be fitted with fins for positioning the adjustment jacks, which will be fixed with screws and plugs.
* Joint covers fixed with stainless steel clips.
* Chassis fittings :
* Service leaf, closed by solid aluminium handle with latch and adjustable strike plate.
* Auxiliary leaf, closed by a plastic manoeuvring shell embedded in the profile to allow the leaves to cross.
* sliding leaf for insect screen
* Filling :
* Single glazed, flat, annealed and transparent - thickness: 6mm.
* Location:
* As indicated on the plan.
* **Sliding glass windows - 2 panes :**
* Dimensions: 100 x 120 cm.

Dito 13.3.1 for 100 x 120 cm sliding windows.

Location:

* As indicated on the plan.

13.3.3 **Fixed glazed windows :**

* Dimensions: 60 x 120 cm.
* Tubular sections with internal and external grooves for positioning a double perimeter sealing line. This seal will be
  + Reinforced polyamide guide fixed to the ends of the central and edge uprights.
* Fixed sashes :
  + Made up of top and bottom crossbar profiles and upright profiles. Positioning of adjustment jacks, fixed with screws and plugs.
  + Joint covers fixed with stainless steel clips.
  + The rear part of the profiles will be fitted with fins to allow the
* Filling :
  + Single, flat, annealed and transparent glazing - thickness: 6mm.
* Location:
  + As indicated on the plan.
* **13.3.4 Fixed louvred windows for sanitary facilities:**
* Dimensions: 50 x 50 cm.
* Frame :
* Frame made o f a reversible tubular profile with integrated flap.
* Adjustable wedge seals with serrated aluminium counter wedges;
* Louver earthing.
* Chassis fittings :
* The chassis h a s no fittings
* Filling :
* Blind with fixed slats, 6 mm thick and 8 cm wide.

Location:

* Sanitary facilities and WC.

14 ELECTRICITY

**SCOPE OF WORK**



**14.3**

* The work includes :
* The power supply cable between the E.D.D. metering panel and the main distribution panel. In the case of an underground cable, it will be of the U 1000 RVFV type with warning mesh.
* Casing for the distribution of the entire telephone supply network.
* Switchboards designed to house control, protection and isolating devices for divisional and terminal circuits.
* Supply circuit from the circuit-breaker output terminals on the main switchboard to the fixed hearth sockets, socket-outlet sockets, connecting and branching equipment and all other equipment mentioned in this document and on the plans.
* Electrical equipment.
* The work also includes :
* The studies, calculations, plans, diagrams and notices required to finalise the contract.
* Drilling, connection trenches, plugging and sealing other than the passages and trenches reserved during construction as shown on the plans.
* Any trenches and manholes.
* The work also includes :
* The studies, calculations, plans, diagrams and notices required to draw up the final contract;
* Drilling, connection trenches, plugging and sealing other than passages and trenches reserved during construction as shown on the plans;
* Any trenches and manholes ;
* Supply and installation of electrical equipment.



**14.4**

**GENERAL - STANDARDS**

* + 1. Standards and regulations :

The materials used and the execution of the works must comply with the specifications contained in the General Technical Specifications applicable to electrical installation work, and in particular with standard NF.C15.000.

* + 1. Choice of equipment :

The equipment used will bear the NF USE mark of conformity.

In the absence of an NF USE mark for a given item of equipment, the quality of this equipment must be guaranteed by the presentation of a certificate to the standards if they exist, issued by a body qualified to do so.

* + 1. Power supply :

The Contractor must provide the entire building with electricity.

The Contractor must provide for earthworks, trenches and cable ducting.

After supplying power to the main switchboard, the Contractor must provide sub-divisional cabinets for each level.

Each terminal circuit will be protected at its start by a modular circuit breaker. Sectional fuses are not permitted. Each divisional switchboard will consist of :

* 1 earth leakage circuit breaker 300 mA.
* As many two-pole modular circuit breakers as there are electrical circuits.

The neutral conductor of each circuit breaker will have an isolating device installed at the origin of the circuit.

The switchboard will support circuit-breakers with a device capable of accommodating at least the main earth branch conductor, 4 x 6 mm² conductors, 2 x 4 mm² conductors and 4 x 2.5 mm² conductors.

* + 1. Circuits :

A/ Cross-section of supply conductors

* + - * Lighting circuits, 1.5 mm², protected by 10 A single-pole modular circuit breakers.
      * Circuits for sockets, 2.5 mm², protected by 16 A modular circuit breakers.
      * Air-conditioning circuits, 6 mm², protected by 32 A single-pole modular circuit breakers.
      * 10 A, 8 light points maximum for light circuits.
      * 16 A, maximum of 8 light points for sockets.
      * 32 A, 1 point of use maximum for air conditioner or appliance sockets B/ Protective conductor cross-section (earth)

It will be equal to that of the active conductors. However, for circuits made up of active conductors of 2.5 mm², if the protective conductors are not part of the supply conduit and have no mechanical protection, their cross-section will be 4 mm².

* + 1. Ducts :
* Insulating electrical conduits will be laid :

Recessed in brickwork.

The Contractor will be held responsible for any grooves he makes in concrete structures or masonry walls, due to omissions when passing cables. The Contractor will be responsible for filling in the grooves. The distribution of weak currents will be physically separated from the distribution of strong currents.

* + 1. Equipotential bonding :

An equipotential bonding system must be installed where the various pipes penetrate.

* It must connect the following conductive elements:
  + - * Main protective conductor.
      * Metal piping.
      * Metal elements accessible to construction.

The main equipotential bonding conductor must have the same cross-section as the installation's main protective conductor, with a minimum copper cross-section of 6 mm².

* + 1. Emergency lighting :

The self-contained emergency power units will comply with standard C 71.800, approved NF AEAS, testable with the mains present, and fitted with an interchangeable battery pack that does not require the unit to be removed or the mains cut off.

The incandescent units will be surface-mounted, with a luminous flux of 60 ml and an operating time of 1 hour. These units will be fitted with warning labels.

* + 1. Acceptance of electrical installations :

Acceptance will be pronounced by the project manager upon completion of the electrical installation work, on presentation of the certificate of Electrical Compliance issued by the Department of Urban Planning and Housing, endorsed by the Civil Protection and signed by the Contractor.

The original electrical compliance certificate will be given to the client via the project manager.

* + 1. Electricity plans :

Light points, sockets, etc. will be installed in accordance with the electrical plans. The number and type of equipment to be installed are also determined by the plans.



**14.5**



**DESCRIPTION OF WORKS**

* + 1. Switchboard :

Supply and installation of a flush-mounted 8-station sub-divisional switchboard, including all the fixtures and fittings.

* + 1. Circuit breakers :

Supply and installation of DPN 10A, DPN 16 A and DPN 32 A circuit breakers and all installation fittings.

* + 1. Earth connection :

Earth connection at the bottom of the excavation using 35 mm² bare copper cable, including wiring, two beds of sand and all installation requirements. The earth cable will be protected by an orange tube of appropriate cross-section.

* + 1. Cut-off strip with flush-mounted box :

Supply and installation of cut-off strip with flush-mounted box, including wiring and all installation requirements.

* + 1. Electrical equipment, wiring and fire extinguishers :

2P + T 10/16 A flush-mounted sockets from LE GRAND or similar, including wiring.

14.3.5 - 1

14.3.5 - 2 Flush-mounted telephone socket including wiring.

14.3.5 - 3 LE GRAND or similar flush-mounted 2P + T 32 A sockets with 32 A handset, including wiring.

Flush-mounted television socket including sheathing and cabling to the aerial, which will be placed on the roof.

14.3.5 - 4

Complete 1.20 m - 40 W single fluorescent luminaires from LE GRAND or similar manufacturers

14.3.5 - 5

Complete 0.60 m - 20 W single fluorescent luminaires from LE GRAND or similar manufacturers

14.3.5 - 6

14.3.5 - 7 Complete 1.20 m - 40 W waterproof single fluorescent luminaires from LE GRAND or similar manufacturers

14.3.5 - 8 Incandescent globe with 60-watt bulb from LE GRAND or similar, including wiring and all fittings.

14.3.5 - 9 Ceiling fans complete with rheostats.

14.3.5 - 10 2 kg CO2 fire extinguishers

Supply and installation of a 14,000 BTU "window" type air conditioning

14.3.5 - 11

unit - brand with a local dealer. Compressor warranty : 5 years required.

14.3.5 - 12 Supply and installation of 220 volt single-pole remote breaker.

14.3.5 - 13 Supply and installation of 125 A TETRAMODULAR distribution blocks

14.3.5 - 14 Supply and installation of 63 A - 300 mA TETRAMODULAR I.D. circuit

breakers

14.3.5 - 15 Supply and installation of 40 A - 300 mA TETRAMODULAR I.D. circuit

breakers

Supply and installation of 63 A - 300 mA TETRAMODULAR monobloc circuit breakers

14.3.5 - 16

14.3.5 - 17 Supply and installation of 5 x 10 mm² U 1000 RO2V copper cable.

14.3.5 - 18 Supply and installation of 360 LUMENS autonomous safety units

14.3.5 - 19 Supply and installation of 36 mm diameter grey I.C.D. electrical cable sheathing.

14.3.5 - 20 Supply and installation of 5 x 6 mm² U 1 000 RO2V copper cable

14.3.5 - 21 Supply and installation of a 135 x 100 x 50 watertight junction box

15 PLUMBING - SANITARY

**SCOPE OF WORK**



**15.3**

* The work includes :
* Laying out and staking out the various networks;
* The execution plans for the various networks submitted to the project manager for approval;
* Drainage of rainwater, wastewater and black water;
* The water supply network ;
* Supply and installation of sanitary appliances.

**GENERAL - STANDARDS**



**15.4**

* + 1. Standards and regulations :

The work of this lot, as regards supply pipes, drainage pipes, sanitary appliances and taps, will be carried out in accordance with the requirements of the conditions and specifications of the various French Standards and DTU applying to this work.

The minimum gradient for waste water, black water and rain water pipes will be 2 cm/m.

* + 1. Quality of materials used :

a.- Pipes

* 1. PVC pipes, water supply The water supply

will be in PVC pipes of the appropriate diameter.

* 1. PVC pipes

The drainage pipes for WCs and waste water will be made of PVC pipes and fittings, of a type approved for this use (including the necessary clamps and supports).

A drain plug will be placed at the head of the collector and at each change of direction. b.- Fixing clamps

The fixing clamps for the various types of exposed pipework should be made of galvanised steel or PVC, which can be removed in return.

They will be either stamped, or made of galvanised strip with 2 bolts, or with hinges t h a t can be dismantled and have a large contact surface.

Their tails must be of sufficient length and strength to support the weight of the loaded pipes without any deformation.

c.- Taps

The taps must be watertight, silent and easy to use and maintain. Their jet must be straight and regular, with no splashing and a flow rate that corresponds to the use for which they are intended.

d.- Sanitary appliances

All ceramic sanitary ware will be of grade A and will bear the indelible stamp justifying this quality. Each sanitary appliance will be protected by a shut-off v a l v e allowing partial shutdown.

* + 1. Inspection and testing of indoor installations :

a.- Checks

Inspections carried out during or on completion of the work are designed to check that the installation complies with the specifications.

b.- Tests

The purpose of the tests is to check that the pipes are watertight and that the system is working properly.

* 1. Valve testing

The valves are tested at a pressure of 20 kg/cm². The stopcocks are tested for 1 minute in the open and closed positions. There must be no sign of leakage from any part of the valves.

* 1. Leak testing of water pipes

The water pipes and their accessories will be charged to working pressure, with all valves and taps for drawing off and emptying closed and taps open.

No leaks should be detected during a sufficient observation period of at least 4 hours. These tests will be carried out at a pressure 50% higher than the normal pressure, without exceeding at any point of the installation the test pressure specific to the materials and equipment used.

* 1. Leak testing of drainage pipes

The drain pipes will be observed in service to detect any leaks. These in-service tests may be replaced by an air pressure test.

The air pressure test with 7 to 8 cm of water is carried out by closing off the ends of the pipe with inflated balloons and the ends of the connections with threaded plugs (the test is carried out before the pipe is installed).

installation of the equipment). With the pressurized air supply shut off, the pressure gauge must not show any drop in pressure.

* 1. Health tests
* The purpose of these tests is to verify :
* That the water contained in a sanitary appliance cannot rise up the pipe that supplies it, in cases where the latter is under pressure.
* The emptying of one appliance, or that of several appliances which may occur simultaneously under the conditions of the standard, does not cause the siphon guard of another appliance to be entrained.

C/ Soundproofing against noise

The sanitary fittings will be installed on their base with a 5 mm thick layer of foam rubber between them.

The appliances will be separated from the walls and partitions by a white silicone seal.

The pipes will be held in place by clamps with a 3 mm thick rubber sheath extending approximately 5 mm beyond the parts of the clamp.

* + 1. Reception :

Acceptance will be given once the work has been completed and the installation has been found to comply with the technical conditions imposed.

* + 1. Basis of calculation :

A/ Rainwater

* Downhill runs :
  + - * Standard: NF P 30.021,
      * Basic flow rate: 3 litres per minute per m² or 0.05 litres per second per m²,
      * Connection of water inlets to gutters and siphons,
      * Quality of downpipes : M1 building-grade PVC. B/ Black water and waste water
      * Standard NF P 23. 07 ;
      * Quality of drains : PVC building quality type M 1 ;
      * Table of flow rates and minimum diameters

Devices Flow DN actual diameter mm

|  |  |  |  |
| --- | --- | --- | --- |
| \* Individual washbasin | 0,75 | 30 | 34/40 |
| \* WC | 1,50 | 80 | 94/100 |

C/ Cold" water

\* Flow rates and minimum diameters of equipment :

|  |  |  |
| --- | --- | --- |
| Devices | Flow  I. / s | actual diameter mm |
| \* Individual washbasin | 0,20 | 10/12 |
| \* WC (tank) | 0,12 | 10/12 |

* Residual pressure required for valves: 1.5 bar.

**DESCRIPTION OF WORKS**



**15.5**

From the appliance outlets to the foot of the chutes. The networks are of the separate type.

Falls

Black water and waste water downpipes will be separate on the ground and upper floors. Black water and waste water downpipes will be made of quality PVC pipe.

"building" type M1 with rubber joint or glued joint.

The waste water and black water downpipes will be held in place by galvanised steel bolted collars with a rod that can be cemented or screwed in place, depending on the nature of the walls. A ring of insulating material will be placed between the pipe and the collar.

Each downpipe will have a tee with an inspection plug.

The downpipes will pass through the floors via a sleeve, blocked and levelled at the upper slab.

* + 1. Floor siphon :

Bung-type floor drain in bonded PVC. Size 15 x 15 cm, 40 mm diameter horizontal outlet.

* + 1. Washbasin equipment :

A CITY type 45 vitreous china wash-hand basin, ref. 001705 from ALLIA, fixed by hooks or bolts. The wash-hand basin will be fitted with a siphon cover, ref. 001840. All components will be white.

Chrome-plated tap, ½" spout, 140 mm EUROPA type, ref. 973482 from IDEAL STANDARD.

* + 1. English-style toilet bowl equipment:

A CITY toilet unit, ref. 083300 from ALLIA, with direct flush, horizontal rear outlet, cistern with cover, silent dual-flush mechanism (3L/6L) with chrome push-button, seat, white colour.

* + 1. Sink tap :

Supply and installation of chrome-plated ½" spout taps, 140 mm EUROPA type, ref. 973482 from IDEAL STANDARD.

* + 1. Double sink stamp equipment :

A reversible 1125 x 505 mm VALLAURIS 2 or similar ALLIA inset stoneware sink, in white.

Chrome-plated tap with ½" spout, 140 mm movable tube, type EUROPA or similar, ref. 973482 from IDEAL STANDARD.

* + 1. ¼ turn shut-off valves :

¼-turn ball shut-off valve, including connection and installation.

16 PAINT

**SCOPE OF WORK**



**16.3**

* The work includes :
* Paints on cement rendering ;
* Paints to protect against oxidation ;
* Cleaning.

**GENERAL - STANDARDS**



**16.4**

* + 1. Standards and regulations :

The work and materials used must comply with the specifications contained in Special Technical Specifications , applicable to painting, cleaning, commissioning, mirrors, wallpaper and draperies, published by the CSTB.

* + 1. Job knowledge :

The Contractor is required to read this document in its entirety and to comply with every clause.

* + 1. Control of products used :

The Contractor will propose and submit to the main contractor, before ordering supplies, a list of the products offered in each quality of paint.

The products on offer will be top-quality, well-known brands to ensure they can be restocked. On acceptance, the various surfaces must be similar to the control surfaces in t e r m s o f :

* + - * Surface presentation and finish
      * Grip
      * Flexibility
      * Resistance to physical and chemical agents
      * The permanence of colour.

If the conditions are not satisfactory, the Contractor must make the necessary adjustments at his own expense.

* + 1. Site clean-up :

The Contractor will leave the site in a perfectly clean condition.

He will have to clean the flooring.

Locks and fittings must be cleaned of all traces of plaster or paint that could impair their operation.

* + 1. Preparatory work :
* The Contractor will take into account :
  + - * Removing and reinstalling unpainted structures, such as lever handles, cover plates, switches or their protection, during the work;
      * Protecting the floor with a tarpaulin or plastic sheeting;
      * Protecting aluminium joinery with adhesive paper t o prevent deterioration caused by cement or paint stains;
      * Protecting hardware with adhesive paper ;
      * Protecting all seals that could not be installed after painting;
      * Protection of sanitary appliances.

Coatings must be carefully removed and sanded before any painting work is carried out.

The Contractor will be responsible for any soiling of floors, hardware, joinery, ceilings and existing equipment (electrical equipment).

Metal joinery will be treated with two coats of anti-rust paint before installation.

**DESCRIPTION OF WORKS**



**16.5**

* + 1. Pliolite paint : a.-

Nature

A levelling compound based on acrylic resins and selected aggregates, mixed with cement and applied at a rate of 1 kg/m² per millimeter of thickness.

Microporous paint based on pliolite resins will be a matt film. The colour of the paint will be defined later by the client.

b.- Installation - New surfaces on concrete and smooth plaster

* Brushing
* Dusting
* Filling with levelling compound
* Sanding
* Apply 2 coats of paint using a roller.

Pliolite paint will be applied to the entire surface of exterior walls above 1.50 m.

* + 1. Glycerophtalic paint : a.-

Nature

A levelling compound based on acrylic resins and selected aggregates, mixed with cement and applied at a rate of 1 kg/m² per millimeter of thickness.

Printed by :

* 1. New surfaces on concrete and smooth plaster :

The primer will be penetrating, fixing and opacifying, based on acrylic resins in solution.

* 1. New support on metal :

The anti-corrosion primer will be based on a solvent-based vinyl acrylic copolymer.

Paint: a non-penetrating satin finish film based on glycerophthalic resins. The colour of the paint will be defined later by the client.

b.- Implementation

* 1. New surfaces on concrete and smooth plaster :
     + - Brushing
       - Dusting
       - Filling with levelling compound
       - Sanding
       - 1 coat of primer
       - Apply 2 coats of paint using a roller.
  2. New support on metal :
     + - Degreasing
       - Dusting
       - Application of an anti-corrosion primer
       - Sanding
       - Roller application of 2 coats of paint
     1. Paint for marking and delimiting play areas :

The primer will be penetrating, fixing and opacifying, based on acrylic resins in solution.

* + - * Dusting ;
      * 2 coats of primer ;
      * Delimiting the strips with masking tape**.**

**ANNEXES**

**PLANS**

* **Plan n° 02 GROUND FLOOR plan view**

A blueprint of a building

Description automatically generated

**Plan No. 03 FLOOR PLAN VIEW**

A blueprint of a house

Description automatically generated

61

**Plan no. 04 East side plan**

A building with many windows

Description automatically generated

**ESTIMATES AND QUANTITIES**

**Subject: Building project**

COST ESTIMATE

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ART** | **DESIGNATION OF WORK** | **U** | **Q** | **U.P.** | **Total** |
|  | **1 - EARTHWORKS** |  |  |  |  |
| **1** | Cleaning the site | FFT | FFT | 1 500 000 |  |
|  | Stripping 0.20 cm of the ground including waste disposal | m3 | 200 | 2 500 |  |
| **2** | Backfilling work of 0.50cm thickness including compaction, crushing and all subjection. | m3 | 750 | 2 500 |  |
|  |  |  |  |  |  |
|  | **sub-total 01** | | | |  |
|  | **2 - REINFORCED CONCRETE FOUNDATION** |  |  |  |  |
| 1 | Foundation excavation | ML | 180 | 2 000 |  |
| 2 | Supply and installation of 200 micron polyane film |  |  |  |  |
|  | at the bottom of the excavation, including overhangs and all other details | M2 | 250 | 450 |  |
| 3 | Supply and installation of clean concrete with a thickness of | m3 | 15 | 25 000 |  |
|  | 5 cm thick, at the bottom of the excavation, dosed at 250 kg/m3 |  | | | |
| 4 | Supply and installation of reinforced concrete dosed at 350 | m3 | 20 | 75 000 |  |
|  | kg/m3, for the construction of stringers including |  |  |  |  |
|  | shuttering, reinforcement and all other requirements |  | | | |
| 5 | Supply and installation of reinforced concrete dosed at 350 | m3 | 100 | 75 000 |  |
|  | kg/m3, for the production of slabs, |  |  |  |  |
|  | including formwork, reinforcing bars and all subjunctions |  | | | |
| 6 | Supply and installation of reinforced concrete dosed at 300 | m3 | 30 | 75 000 |  |
|  | kg/m3 for staircases, |  |  |  |  |
|  | including formwork, reinforcing bars and all subjunctions |  | | | |
|  | **sub-total 02** | | | |  |
|  | **3 - REINFORCED CONCRETE IN ELEVATION** |  |  |  |  |
| 1 | Supply and installation of reinforced concrete dosed at 350 | m3 | 30 | 75 000 |  |
|  | kg /M3, for the construction of posts, including formwork, reinforcement and all work required. |  | | | |
|  |  |  |  |  |  |
| 2 | Supply and installation of reinforced concrete dosed at 350 | m3 | 70 | 75 000 |  |
|  | kg /M3, for the construction of beams, including formwork, reinforcement and all the necessary steps. |  | | | |
|  | **sub-total 03** | | | |  |
|  | **4 - BRICKWORK** |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1 | Supply and installation of hollow blocks to create |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | walls, laid on cement mortar with a dosage of 400 |  |  |  |  |
|  | kg/m3 including all handling - dimensions : |  |  |  |  |
|  | 20 x 20 x 40 walls | m2 | 1500 | 5 000 |  |
| 2 | Application of cement mortar-based floated rendering |  |  |  |  |
|  | dosed at 400 kg/m3 on all wall surfaces y |  |  |  |  |
|  | Including levelling and all other necessary steps | m2 | 2500 | 1 200 |  |
|  | **sub-total 04** | | | |  |
|  | **5 - ROOF** |  |  |  |  |
|  | white high SLATE | m3 | 350 | 75 000 |  |
| 1 | FEUTRE BITIME | m² | 700 | 2 500 |  |
|  | **sub-total 05** | | | |  |
|  | **6 - FLOOR AND WALL COVERINGS** |  |  |  |  |
| 1 | Supply and installation of porcelain stoneware tiles in the following formats |  |  |  |  |
|  | 30 cm x 30 cm, laid on cement mortar |  |  |  |  |
|  | including skirting board, filling of joints with white cement |  |  |  |  |
|  | and all subjuries | m2 | 250 | 5 000 |  |
|  | For stairs for steps and risers | m2 | 150 | 5 000 |  |
|  | tiling for sanitary facilities and laboratories | m2 | 170 | 5 000 |  |
|  | **sub-total 06** | | | |  |
|  | **7- JOINERY** |  |  |  |  |
|  | Supply and fitting of 90 cm doors | U | 14 | 85 000 |  |
|  | Supply and installation of 70 cm doors | U | 4 | 75 000 |  |
|  | Supply and fitting of 180 cm ALUI doors | U | 2 | 185 000 |  |
|  | Supply and installation of 0.60 x 0.60 cm windows in aluminium, including all necessary hardware. | U | 7 | 45 000 |  |
|  | Supply and installation of 1.20 x 1.20 cm windows in aluminium, including all necessary hardware. | U | 25 | 85 000 |  |
|  | **sub-total 07** | | | |  |
|  | **8 - ELECTRICITY** |  |  |  |  |
|  | Supply and installation of electrical wiring, including all connections | ENS | ENS | 5 000 000 |  |
|  | **subtotal 8** | | | |  |
|  | **9 - PAINTING** |  |  |  |  |
| 1 | Application of 2 coats of vinyl paint on all |  |  |  |  |
|  | exterior and interior walls, after preparation of the base |  |  |  |  |
|  | (scrubbing, sanding, dusting, application of sealant, etc.). |  |  |  |  |
|  | Smoothing), including all application details. | m2 | 2500 | 2 000 |  |
|  | **subtotal 9** | | | |  |
|  |  |  |  |  |  |
|  | **10- PLUMBING - SANITARY** |  |  |  |  |
| 1 | Supply and installation of floor drains including |  |  |  |  |
|  | Connections and all other services | U | 5 | 10 000 |  |
| 2 | Supply and installation of standard washbasins mounted on |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | console, including taps, accessories and siphon, |  |  |  |  |
|  | connection to sewage and running water and all |  |  |  |  |
|  | requirements | U | 4 | 125 000 |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 3 | Supply and installation of English-style WC equipment in |  |  |  |  |
|  | glazed stoneware or vitreous china with flush system |  |  |  |  |
|  | including shut-off valves, fittings, accessories, and |  |  |  |  |
|  | any and all conditions | U | 4 | 125 000 |  |
| 4 | Supply and installation of water taps in WCs, y |  |  |  |  |
|  | including taps, connections and all fittings and fixtures | U | 4 | 10 000 |  |
| 4 | Supply and installation of bathtubs, including |  |  |  |  |
|  | including taps, connections and all fittings and fixtures | U | 1 | 200 000 |  |
| 6 | Construction of wastewater and sewage collectors |  |  |  |  |
|  | black water including elbows, tees, etc., connection and |  |  |  |  |
|  | all installation accessories. |  |  |  |  |
| b | Ø150 PVC on sand bed | ml | 240 | 5 000 |  |
| c | Ø70 diameter PVC on sand bed | ml | 300 | 5 000 |  |
| 7 | Ø32 water pipe y |  |  |  |  |
|  | including elbows, tees, etc..., |  |  |  |  |
|  | and all installation accessories. | MI | 194,5 | 5 000 |  |
|  | **subtotal 10** | | | |  |

1. The Common Procurement Vocabulary (CPV) is the mandatory reference nomenclature applicable to procurement contracts. The list of CPV codes is available on: <http://simap.ted.europa.eu/en/web/simap/cpv> [↑](#footnote-ref-1)
2. It is recommended to use registered mail in case the postmark would not be readable. [↑](#footnote-ref-2)
3. Please state any specificity that might have an impact on rules on participation (such as geographic or thematic or long/short term). [↑](#footnote-ref-3)
4. See PRAG 2.6.10.1.3 A) [↑](#footnote-ref-4)
5. Country in which the legal entity is established. [↑](#footnote-ref-5)
6. Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as ‘leader’ (and all other lines should be deleted). [↑](#footnote-ref-6)
7. This mention has to be inserted only where required, for example where the law applicable to the guarantee stipulates a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#footnote-ref-7)
8. Please see point 4 in the instructions to tenderers if documentary evidence/proof is needed. [↑](#footnote-ref-8)
9. Levels are based on the Common European Framework of Reference for Languages. See: <https://www.coe.int/en/web/common-european-framework-reference-languages/table-1-cefr-3.3-common-reference-levels-global-scale>. The linguistic competencies are to be demonstrated by certificate or by past relevant experience. [↑](#footnote-ref-9)
10. Not all the plant owned by the company. [↑](#footnote-ref-10)
11. Amounts actually paid, without the effect of inflation. [↑](#footnote-ref-11)
12. Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed. [↑](#footnote-ref-12)
13. Please note that such derogation is not required for ‘Design-Build’ (‘DB’) tender dossiers (see Article 18 of the DB contract notice, Article 24 of the DB instructions to tenderers, and footnote 3 in Section 5.3.3 ‘Selection and award criteria’ of the PRAG. [↑](#footnote-ref-13)
14. For ‘Design-Build’ (‘DB’) tender dossiers where the award criterion is ‘lowest aggregate of costs’ (see option 3 of Article 18 of the DB contract notice and of Article 24 of the DB instructions to tenderers), the criteria on the basis of which the aggregation of capital expenditure (‘CAPEX’) and operational expenditure (‘OPEX’) costs will be calculated, must be specified in the ‘Criteria’ column and the ‘Maximum’ column can be deleted as ponderation is replaced with aggregation. [↑](#footnote-ref-14)
15. Where the contracting party is an individual. [↑](#footnote-ref-15)
16. Where applicable. [↑](#footnote-ref-16)
17. Except where the contracting party is not VAT registered. [↑](#footnote-ref-17)
18. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-18)
19. Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee. [↑](#footnote-ref-19)
20. This mention should be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#footnote-ref-20)
21. Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee. [↑](#footnote-ref-21)
22. This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#footnote-ref-22)
23. Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee. [↑](#footnote-ref-23)
24. This mention should be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#footnote-ref-24)