

REPUBLIQUE DU CAMEROUN  
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET  
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO

B.P. 3 KUMBO/Tel: 33 48 10 11

E mail:kuc\_tobin@yahoo.com

Site web: [www.kumbocouncil.info](http://www.kumbocouncil.info)



REPUBLIC OF CAMEROON  
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11

E-mail:kuc\_tobin@yahoo.com

Web site:[www.kumbocouncil.info](http://www.kumbocouncil.info)

## PROCUREMENT OF SMALL WORKS KUMBO COUNCIL INTERNAL TENDERS BOARD

### REQUEST FOR QUOTATIONS

**NO: 002/RFQ/KC/KCITB/MINDDEVEL/PROLOG/NWR/2025  
OF 02<sup>ND</sup> SEPTEMBER 2025 FOR THE CONSTRUCTION OF  
A NEW CATCHMENT AND TWO ADDITIONAL WATER  
TANKS TO REINFORCE POTABLE WATER SUPPLY IN  
MELUF VILLAGE, IN KUMBO MUNICIPALITY, BUI  
DIVISION, NORTH WEST REGION**

**Project Name: Local Governance and Resilient Communities Project (FROLCG)**

**Project Owner: Mayor of Kumbo Council**

**Country: Cameroon**

**Funding: IDA No. 72130– CM STEP**

**Contract Reference No.:**

**Issued on:**

## Table of Contents

Request for Quotations.....	Error! Bookmark not defined. ANNEX
1: World Requirements Specifications ..	Error! Bookmark not defined.
ANNEX 2: Quotation Forms .....	76
ANNEX 3: Contract Forms .....	79



REPUBLIQUE DU CAMEROUN  
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET  
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO

B.P. 3 KUMBO/Tel: 33 48 10 11

E mail:kue\_tobin@yahoo.com

Site web: www.kumbocouncil.info



REPUBLIC OF CAMEROON  
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11

E-mail:kue\_tobin@yahoo.com

Web site:www.kumbocouncil.info

## PROCUREMENT OF SMALL WORKS

### KUMBO INTERNAL TENDERS BOARD

**REQUEST FOR QUOTATION (RFQ) NO: 002/RFQ/KC/KCITB/MINDDEVEL  
/PROLOG/NWR/2025 OF 02ND SEPTEMBER 2025 FOR THE CONSTRUCTION  
OF A NEW CATCHMENT AND TWO ADDITIONAL WATER TANKS TO  
REINFORCE POTABLE WATER SUPPLY IN MELUF VILLAGE, IN KUMBO  
MUNICIPALITY, BUI DIVISION, NORTH WEST REGION**

Dear Sir/Madam,

- 1. Request for Quotation (RFQ)** The Government of the Republic of Cameroon has obtained from the World Bank, IDA Credit Agreement No. 72130 – CM to finance the cost of the LOCAL GOVERNANCE AND RESILIENT COMMUNITIES PROJECT (PROLOG) and intends to use a portion of the amount of this credit to make the authorized payments under the Contract for which this Request for Quotations is published.
- 2.** The execution of the said project includes **the construction of a new catchment and two additional water tanks to reinforce potable water supply in Meluf village, in Kumbo Municipality, Bui Division North West Region**
- 3.** The Mayor of Kumbo Council now invites Contractors to submit their Quotations for the Works. To this end, the Kumbo Council intends to use part of the sums granted under this agreement to make the payments provided for under the contract relating **the construction of a new catchment and two additional water tanks to reinforce potable water supply in Meluf village, in Kumbo Municipality, Bui Division North West Region**
- 4.** The execution period for the works is **three (03) months**.
- 5. Fraud and Corruption**
  - a) The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the Contract Conditions.
  - b) In further pursuance of this policy, Contractors shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and Contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.



6. Eligible Materials, Equipment and Services

The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to Para. 9. At the Employer's request, Contractors may be required to provide evidence of the origin of materials, equipment and services.

7. Eligible Contractors

In case the Contractor is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.

8. A Contractor may have the nationality of any country, subject to the restrictions pursuant to paras. 8 and 9 hereinafter. A Contractor shall be deemed to have the nationality of a country if the Contractor is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including Related Services.

9. Firms and individuals may be ineligible if so indicated in para.9 below and:

- a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

10. In reference to paras. 5 and 7, for the information of Contractors, at the present time firms, goods and services from the following countries are excluded from this procurement process:

- a) Under para. 5 and 8 (a): *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*.
- b) Under para. 5 and 8 (b): *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

11. A Contractor that has been sanctioned by the Bank, pursuant to the Bank's Anticorruption Guideline, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the appendix to the Contract Conditions (Appendix A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.

12. Contractors that are state-owned enterprises or institutions in the Employer's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:

- a) are legally and financially autonomous;
- b) operate under commercial law; and
- c) are not under supervision of the Employer.

13. A Contractor shall not have a conflict of interest. Any Contractor found to have a conflict of interest shall be disqualified. A Contractor may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Contractor:

- a) directly or indirectly controls, is controlled by or is under common control with another Contractor that submitted a Quotation;
- b) receives or has received any direct or indirect subsidy from another Contractor that submitted a Quotation;



- c) has the same legal representative as another Contractor that submitted a Quotation;
- d) has a relationship with another Contractor that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Contractor, or influence the decisions of the Employer regarding this Request for Quotations process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Request for Quotations process; or
- f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for implementing the Contract; or
- g) would be providing goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

**14. Performance Security (not applicable)**

Tenders must be accompanied by a bid guarantee issued by a first-class bank or a Non-banking establishment approved by the Ministry of Finance, the list of which appears at the end of the tender documents, for an amount of .....CFA Francs per lot.

**15. Validity of Quotations**

Quotations will be valid for up to ninety (90) calendar days after the opening of the bids.

**16. Price**

The contractor must indicate the total price in the form entitled "Contractor Quotation"

- a) *The Contractor shall also fill in its rates and prices for all items of the Works described in the attached Bill of Quantities. Items against which no rate or price is entered by the Contractor will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.*

*The rates and prices shall include all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date 7 (seven) days prior to the deadline for submission of quotations*

**Option 2- Lump-Sum contracts**

- b) *The Contractor shall also fill in a breakdown of its lump-sum price in the attached Activity Schedules. The quoted price shall include all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date 7 (seven) days prior to the deadline for submission of quotations.*

- 17. A Contractor expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country and wishing to be paid accordingly, shall indicate a foreign currency of its choice in addition to the local currency in: \_\_\_\_\_ *[insert the local currency].*

- 18. The currency(ies) of the Quotation and the currency(ies) of payments shall be the same.

**19. Technical proposal**

- \* The Contractor shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other relevant information, in sufficient detail to demonstrate the adequacy of its proposal to meet the work's requirements and the completion time.

**For administrative files:**

**The Tenderer must enclose the following documents with its tender in accordance with Cameroonian legislation**

- Undertaking by bidder stamped, signed, and dated in conformity with the model attached



- Attestation of non-bankruptcy issued by the court
- Attestation of fiscal conformity valid less than three months
- Certificate of non-exclusion from public contract
- CNPS certificate dates less than three months
- Receipt of purchase of the Request of Quotation.
- Attestation of Bank account of the bidder issued by a bank, or any other first-order credit institution approved by the Ministry in charge of finance
- Attestation of taxpayer's registration (NIU)
- Attestation of categorization of the Contractor
- Site visit certificate and report signed on honor by the tenderer
- A grouping agreement signed by a notary will be required in the case of a grouping.

All of the above documents must be in order, dated and signed by the competent authorities and dated within the last three (03) months. Except:

- CCTP duly initialled on each page, signed and dated on the last page by the Enterprise

In the case of a grouped application, each of the documents required above must be submitted by each member of the group, with the exception of the receipt, which will be submitted by the Mandated only.

*Note: It should be noted that the administrative documents mentioned above must be less than three (03) months old and be produced in originals or certified copies by the competent issuing authority. The absence of all or some of the above documents will not result in the rejection of the tender at the time of evaluation. However, they will be required when the Contract is awarded.*

## 20. Clarifications

Any clarification request regarding this RFQ may be sent in writing to *[insert: name and email address of Employer's representative]* before *[insert date and time]*. The Employer will forward copies of its response to all Contractors including a description of the inquiry but without identifying its source.

## 21. Submission of Quotations

Invited eligible Bidders may obtain further information from **Kumbo council Building, Cell Phone: +237670003577, PO BOX: 03, Kumbo**; and inspect the bidding document during office hours, Monday to Friday between 9am and 3pm (GMT+1).

As soon as the invitation to tender is published, the contract award documents (tender's file) will be made available to all bidders, either at their request to the **Kumbo Council** or the **PROLOG PMU/RCU** or via the internet link indicated in the invitation to tender.

All bids will be accepted only if they present a receipt for payment of **30,000 CFA francs** per, non-refundable, to the treasury of **Kumbo Council**.

Tenders must be delivered to **Kumbo Council, Cell Phone: +237670003577, PO BOX :03 Kumbo** located at **Fobin**, no later than **26/09/2025 at 10 Am Prompt**, in seven (07) copies (including one (01) original and six (06) copies plus a USB key containing the digital PDF and editable version) in sealed envelopes marked:

**"REQUEST FOR QUOTATION (RFQ) NO: 002/RFQ/KC/KCITB/MINDDEVEL /PROLOG/NWR/2025 OF 02ND SEPTEMBER 2025 FOR THE CONSTRUCTION OF A NEW CATCHMENT AND TWO ADDITIONAL WATER TANKS TO REINFORCE POTABLE WATER SUPPLY IN MELUF VILLAGE, IN KUMBO MUNICIPALITY, BUI DIVISION, NORTH WEST REGION"**

**NOT TO BE OPENED UNTIL THE COUNTING SESSION"**

22. **Submission of tenders by electronic means will not be permitted.** Any tender arriving after the deadline for submission of tenders will be rejected. Tenders will be opened in the presence of the tenderers' representatives at the above-mentioned address, the **26/09/2025 on at 10am prompt** in the conference room of **Kumbo Council's Internal Tender's Board**.

23. The deadline for submission of Quotations is **[10:am prompt, 26/09/2025]**.



24. The address for submission of Quotations is:  
Attention: *[insert full name of person, if applicable]*  
E-mail address: or link to e-procurement system

25. **Opening of Quotations**

Quotations will be opened by the **Kumbo council internal tenders board** immediately after the deadline for the submission of Quotations.

26. **Evaluation of Quotations**

Quotations will be evaluated to ensure the technical proposal's compliance.

- Verification that the Quotation Letter is properly completed, dated, and signed with the signatory's name and title;
- Verification that the Unit Price Schedule and the Quantitative and Descriptive Quote are fully completed, dated, and signed;

Evaluation of the technical qualification of each admissible bid according to the bid evaluation grid; *[Insert the following if there are multiple lots: "Quotations will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots"]*.

**EVALUATION GRID**

N°	Description	NOTATION
1	<b>Presentation of the offer</b>	
	Compliance with the order prescribed in the RFQ with separators	Yes/No
	Readability and numbering	Yes/No
2	<b>References in similar projects</b>	
	List of references for the last 5 years (dates)	Yes/No
	Provided with at least 2 references of similar works completed (justified with the first and last page of the contract + acceptance report or certificate of completion)	Yes/No
3	<b>Quality of personnels</b>	
	<b>Works director:</b> At least a Bachelors degree in civil engineering or Rural engineering with at least five year of experience	Yes/No
	<b>Site foreman:</b> At least a higher national diploma in civil engineering or Rural engineering with at least three year of experience	Yes/No
	<i>NB: for every « yes » obtained, it must be justified with a certified copy of the diploma, and identity document with a signed and dated.</i>	
4	<b>SITE Equipments/ tools</b>	
	At least a pick-up with its identification documents (certified copy of ownership documents or a certified copy of the rental contract/agreement)	Yes/No

	List of small equipment consistent with the tasks (produce photocopies of purchase invoices or rental invoices)	Yes/No
6	<b>Methodology for carrying out the work</b>	
	Detailed technical note concerning the organization of the work	Yes/No
	Description of socio-environmental protection rules (environmental protection, safety, health, and hygiene of site personnel)	Yes/No
	Detailed work schedule with deadlines $\leq$ one hundred and twenty days (120) days	Yes/No
7	Special technical clauses booklet, initialed on each page, dated and signed on the last page	Yes/No
8	Environmental and social clauses booklet, initialed on each page, dated and signed on the last page	Yes/No
	Special administrative clauses booklet, initialed on each page, dated and signed on the last page	Yes/No
9	Site visit report (justified with a with photos and a thorough description of the site)	Yes/No
	<b>Total</b>	<b>..... /15</b>

NB: Only bids with a total of 12 out of 15 yes votes will be accepted for the next stage of the procedure.

- ☐ • Verification of arithmetic operations, multiplying unit prices by quantities where applicable and using the price in words to make any necessary corrections;
- ☐ • Preparation of a summary table of quotations based on the amounts corrected for any arithmetic errors, listed in ascending order.

For the purposes of evaluation and comparison, the currency(ies) of the quotations must be converted into the same currency. The currency to be used for comparison purposes to convert the proposed prices, expressed in various currencies, into the comparison currency at the selling exchange rate will be the following: CFA franc (XAF). The source of the exchange rate is the Bank of Central African States (BEAC). The exchange rate date is: twenty-eight (28) days before the date of submission of offers. (NB: If the reference currency is not quoted on this date, the exchange rate will be that of the last previous day quoted.).

For technically compliant Quotations, the total evaluated prices, excluding provisional sums and any provision for contingencies, but including work in-house when their prices are established competitively, will then be compared to determine the lowest evaluated price(s).

## 27. Contract Award

*[Select either of the two options below]*

*[Option 1- For Single Lot]*

The Contract will be awarded to the Contractor who meets the eligibility requirements in accordance with the RFQ, offers the lowest evaluated price/s, offers a technically compliant quotation, and guarantees completion of the Works by the specified date.

*[Option 2- For Multiple Lots]*

28. The contracts will be awarded to the Contractor or Contractors meeting the eligibility requirements in accordance with the RFQ, offering a technically compliant quotation, guaranteeing completion of the Works by the specified date and offering the lowest evaluated price to the Employer for combined lots.”]



29. The Employer shall invite by the quickest means [e.g. e-mail] the successful Contractor/s for any discussion [this is expected to be virtual in light of the emergency situation] that may be needed to conclude the contract or otherwise for contract signature.
30. The Employer shall communicate by the quickest means with the other Contractors on its contract award decision. An unsuccessful Contractor may request clarifications as to why its quotation was not determined to be successful. The Employer will address this request within a reasonable time.
31. The Employer shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 (fifteen) days after award of contract. The information shall include the name of the successful Contractor, the Contract Price, the Contract duration, summary of its scope and the names of the Contractors and their quoted and evaluated prices.

On behalf of the Employer:

02 SEPT 2025

MAYOR, KUMBO COUNCIL


**Attachments:**

**Annex 1: Works Requirements**

**Annex 2: Quotation Form**

**Annex 3: Contract Forms**



  
THE LORD MAYOR

REPUBLIQUE DU CAMEROUN  
PAIX- TRAVAIL- PATRIE

MINISTRE DE LA DECENTRALISATION  
ET DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO

B.P. 3 KUMBO/Tel: 33 48 10 11  
E mail:kue\_tobin@yahoo.com  
Site web: [www.kumbocouncil.info](http://www.kumbocouncil.info)



REPUBLIC OF CAMEROON  
PEACE- WORK-FAITH AND

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11  
E-mail:kue\_tobin@yahoo.com  
Web site:[www.kumbocouncil.info](http://www.kumbocouncil.info)

## ACHAT DE PETITS TRAVAUX

### COMMISSION INTERNE DES PASSATION DE MARCHÉS PUBLICS DU COMMUNE DE KUMBO

REQUEST FOR QUOTATION (RFQ) NO :002/RFQ/KC/KCITB/MINDEVELO/  
PROLOG/NWR/2025 DU 02 SEPTEMBRE 2025 POUR LA CONSTRUCTION D'UN  
NOUVEAU BASSIN DE RÉCUPÉRATION ET DE DEUX RÉSERVOIRS D'EAU  
SUPPLÉMENTAIRES AFIN DE RENFORCER L'APPROVISIONNEMENT EN EAU  
POTABLE DANS LE VILLAGE DE MELUF, SITUE DANS LA COMMUNE DE KUMBO, A  
LA DEPARTEMENT DE BUI, DANS LA REGION DU NORD-OUEST

Madame, Monsieur,

#### Demande de devis (RFQ)

1. Le gouvernement de la République du Cameroun a obtenu de la Banque mondiale l'accord de crédit IDA n° 72130 - CM pour financer le coût du PROJET DE GOUVERNANCE LOCALE ET DE COMMUNAUTÉS RÉSILIENTES (PROLOG) et a l'intention d'utiliser une partie du montant de ce crédit pour effectuer les paiements autorisés dans le cadre du contrat pour lequel la présente demande de devis est publiée.
2. La réalisation dudit projet comprend pour la construction d'un nouveau bassin de récupération et de deux réservoirs d'eau supplémentaires afin de renforcer l'approvisionnement en eau potable dans le village de Meluf, situe dans la Commune de Kumbo, a la Département de Bui, Région du Nord-Ouest.
3. Le maire du Commune de Kumbo invite désormais les entrepreneurs à soumettre leurs devis pour les travaux. À cette fin, le conseil municipal de Kumbo a l'intention d'utiliser une partie des sommes accordées au titre du présent accord pour effectuer les paiements prévus dans le contrat relatif pour la construction d'un nouveau bassin de récupération et de deux réservoirs d'eau supplémentaires afin de renforcer l'approvisionnement en eau potable dans le village de Meluf, situe dans la Commune de Kumbo, a la Département de Bui, Région du Nord-Ouest.
4. La durée d'exécution des travaux est de trois (03) mois.
5. **Fraude et corruption**
  - a) La Banque exige le respect de ses directives anti-corruption et de ses politiques et procédures de sanctions en vigueur, telles qu'énoncées dans le cadre de sanctions du Groupe de la Banque mondiale, figurant à l'annexe A des conditions contractuelles.



- b) Conformément à cette politique, les entrepreneurs doivent autoriser et faire en sorte que leurs agents (déclarés ou non), sous-traitants, sous-consultants, prestataires de services, fournisseurs et personnel autorisent la Banque à inspecter tous les comptes, registres et autres documents relatifs à la demande de devis et à l'exécution du contrat (en cas d'attribution), et à les faire vérifier par des auditeurs désignés par la Banque.

#### 6. Matériaux, équipements et services éligibles

Les matériaux, équipements et services à fournir dans le cadre du contrat et financés par la Banque peuvent provenir de n'importe quel pays, sous réserve du paragraphe 9. À la demande de l'employeur, les entrepreneurs peuvent être tenus de fournir des preuves de l'origine des matériaux, équipements et services.

#### 7. Entrepreneurs éligibles

Si le contractant est une coentreprise (JV), tous les membres sont solidairement responsables de l'exécution de l'ensemble du contrat conformément aux termes de celui-ci. La JV désigne un représentant qui est habilité à mener toutes les activités pour le compte et au nom de tous les membres de la JV pendant le processus d'appel d'offres et, si la JV remporte le contrat, pendant l'exécution du contrat.

8. Un entrepreneur peut avoir la nationalité de n'importe quel pays, sous réserve des restrictions prévues aux paragraphes 8 et 9 ci-dessous. Un contractant est réputé avoir la nationalité d'un pays s'il est constitué, enregistré ou enregistré dans ce pays et s'il exerce ses activités conformément aux dispositions de la législation de ce pays, comme en témoignent ses statuts (ou documents équivalents de constitution ou d'association) et ses documents d'enregistrement, selon le cas. Ce critère s'applique également à la détermination de la nationalité des sous-traitants ou sous-consultants proposés pour toute partie du contrat, y compris les services connexes.
9. Les entreprises et les particuliers peuvent être inéligibles si cela est indiqué au paragraphe 9 ci-dessous et si :
- a) en vertu de la loi ou de la réglementation officielle, le pays de l'emprunteur interdit les relations commerciales avec ce pays, à condition que la Banque soit convaincue que cette exclusion n'empêche pas une concurrence effective pour la fourniture des biens ou la passation des marchés de travaux ou de services requis ; ou
  - b) en vertu d'une décision du Conseil de sécurité des Nations Unies prise en vertu du chapitre VII de la Charte des Nations Unies, le pays de l'emprunteur interdit toute importation de biens ou tout contrat de travaux ou de services provenant de ce pays, ou tout paiement à un pays, une personne ou une entité de ce pays.
10. En référence aux paragraphes 5 et 7, pour information des entrepreneurs, à l'heure actuelle, les entreprises, les biens et les services provenant des pays suivants sont exclus du présent processus de passation de marchés :
- (a) En vertu des paragraphes 5 et 8 (a) : *[insérer une liste des pays après approbation par la Banque de l'application de la restriction ou indiquer « aucun »]*.
  - (b) En vertu des paragraphes 5 et 8 (b) : *[insérer une liste des pays après approbation par la Banque de l'application de la restriction ou indiquer « aucun »]*.
11. Un entrepreneur qui a été sanctionné par la Banque, conformément à ses directives anticorruption, en vertu de ses politiques et procédures de sanctions en vigueur telles que définies dans le cadre de sanctions du Groupe de la Banque mondiale décrit à l'annexe des conditions contractuelles (annexe A), paragraphe 2.2 d., ne sera pas autorisé à soumettre des offres, à se voir attribuer un contrat financé par la Banque ou à bénéficier d'un contrat financé par la Banque, financièrement ou autrement, pendant la période déterminée par la Banque. La liste des entreprises et des personnes exclues est disponible sur le site web externe de la Banque : <http://www.worldbank.org/debarr>.
12. Les entrepreneurs qui sont des entreprises ou des institutions publiques dans le pays de l'employeur ne peuvent être autorisés à soumissionner et à se voir attribuer un ou plusieurs contrats que s'ils peuvent établir, d'une manière acceptable pour la Banque, qu'ils :
- a) ils sont juridiquement et financièrement autonomes :



- b) opèrent en vertu du droit commerciale et
- c) ne sont pas sous la supervision de l'employeur.

13. Un contractant ne doit pas se trouver en situation de conflit d'intérêts. Tout contractant se trouvant en situation de conflit d'intérêts sera disqualifié. Un contractant peut être considéré comme se trouvant en situation de conflit d'intérêts aux fins du présent processus d'appel d'offres si:

- (a) il contrôle directement ou indirectement, est contrôlé par ou est sous contrôle commun avec un autre entrepreneur ayant soumis une offre ;
- (b) il reçoit ou a reçu une subvention directe ou indirecte d'un autre contractant ayant soumis une offre ;
- (c) il a le même représentant légal qu'un autre entrepreneur ayant soumis une offre ;
- (d) entretient, directement ou par l'intermédiaire de tiers communs, une relation avec un autre entrepreneur ayant soumis une offre qui le place en position d'influencer l'offre d'un autre entrepreneur ou d'influencer les décisions de l'employeur concernant le processus d'appel d'offres ; ou
- (e) ou l'une de ses filiales a participé en tant que consultant à la préparation de la conception ou des spécifications techniques des travaux faisant l'objet du processus d'appel d'offres ; ou
- (f) ou l'une de ses filiales a été engagée (ou est proposée pour être engagée) par l'Employeur ou l'Emprunteur pour la mise en œuvre du Contrat ; ou
- (g) fournirait des biens, des travaux ou des services autres que des services de conseil résultant de, ou directement liés à, des services de conseil pour la préparation ou la mise en œuvre du projet spécifié dans la présente demande de devis, qui ont été fournis par une filiale qui contrôle directement ou indirectement, est contrôlée par, ou est sous contrôle commun avec cette entreprise ; ou
- (h) entretient des relations commerciales ou familiales étroites avec un membre du personnel professionnel de l'Emprunteur (ou de l'agence chargée de la mise en œuvre du projet, ou d'un bénéficiaire d'une partie du prêt) qui : (i) est directement ou indirectement impliqué dans la préparation de la demande de devis ou du cahier des charges et/ou dans l'évaluation des devis du Contrat en question ; ou (ii) serait impliqué dans la mise en œuvre ou la supervision dudit contrat, à moins que le conflit découlant de cette relation n'ait été résolu d'une manière acceptable pour la Banque tout au long du processus d'appel d'offres et de l'exécution du contrat.

#### 14. Garantie de bonne exécution (sans objet)

Les offres doivent être accompagnées d'une garantie de soumission émise par une banque de premier ordre ou un établissement non bancaire agréé par le ministère des Finances, dont la liste d'attente figure à la fin du dossier d'appel d'offres, pour un montant de ..... *francs CFA par lot*.

#### 15. Validité des offres

Les offres seront valables pendant quatre-vingt-dix (90) jours calendaires à compter de l'ouverture des offres.

#### 16. Prix

Le contractant doit indiquer le prix total dans le formulaire intitulé « Devis du contractant ».

- a) *Le contractant doit également indiquer ses tarifs et prix pour tous les éléments des travaux décrits dans le devis quantitatif ci-joint. Les éléments pour lesquels aucun tarif ou prix n'est indiqué par le contractant ne seront pas payés par l'employeur lors de l'exécution et seront considérés comme couverts par les tarifs des autres éléments et les prix indiqués dans le devis quantitatif. Les tarifs et les prix doivent inclure tous les droits, taxes et autres prélèvements payables par l'entrepreneur en vertu du contrat, à la date fixée à 7 (sept) jours avant la date limite de soumission des devis.*

#### *Option 2 - Contrats à prix forfaitaire*

- b) *L'entrepreneur doit également remplir une ventilation de son prix forfaitaire dans les calendriers d'activité joints. Le prix proposé doit inclure tous les droits, taxes et autres prélèvements payables*



*par l'entrepreneur en vertu du contrat, à la date de 7 (sept) jours avant la date limite de soumission des devis.*

17. Un contractant qui prévoit d'engager des dépenses dans d'autres devises pour des intrants de tins aux travaux fournis depuis l'extérieur du pays de l'employeur et qui souhaite être payé en conséquence doit indiquer une devise étrangère de son choix en plus de la devise locale : \_\_\_\_\_ *[insérer la devise locale].*
18. La ou les devises de l'offre et la ou les devises de paiement doivent être identiques.

#### 19. Proposition technique

Le contractant doit fournir une proposition technique comprenant une description des méthodes de travail, des équipements, du personnel, du calendrier et toute autre information pertinente, suffisamment détaillée pour démontrer que sa proposition répond aux exigences des travaux et au délai d'exécution.

##### Pour les dossiers administratifs :

**Le soumissionnaire doit joindre les documents suivants à son offre, conformément à la législation camerounaise**

- Engagement du soumissionnaire tamponné, signé et daté conformément au modèle joint
- Une attestation de non-faillite délivrée par le tribunal
- Une attestation de conformité fiscale valable moins de trois mois
- Certificat de non-exclusion des marchés publics
- Certificat CNPS datant de moins de trois mois
- Reçu d'achat de la demande de devis.
- Attestation de compte bancaire du soumissionnaire délivrée par une banque ou tout autre établissement de crédit de premier ordre agréé par le ministère chargé des finances
- Attestation d'enregistrement fiscal (NIU)
- Attestation de classification de l'entrepreneur
- Certificat de visite du site et rapport signé sur l'honneur par le soumissionnaire + Un accord de regroupement signé par un notaire sera exigé en cas de regroupement.

Tous les documents ci-dessus doivent être en règle, datés et signés par les autorités compétentes et datés de moins de trois (03) mois. Exception :

- *CCTP dûment paraphé sur chaque page, signé et daté sur la dernière page par l'entreprise*

Dans le cas d'une candidature groupée, chacun des documents requis ci-dessus doit être fourni par chaque membre du groupement, à l'exception du reçu, qui sera fourni uniquement par le mandataire.

***Remarque:** il convient de noter que les documents administratifs mentionnés ci-dessus doivent dater de moins de trois (03) mois et être présentés sous forme d'originaux ou de copies certifiées conformes par l'autorité compétente qui les a délivrés. L'absence de tout ou partie des documents ci-dessus n'entraînera pas le rejet de l'offre au moment de l'évaluation. Toutefois, ils seront exigés lors de l'attribution du marché.*

#### 20. Clarifications

Toute demande de clarification concernant la présente demande de devis peut être envoyée par écrit à *[insérer : nom et adresse électronique du représentant de l'employeur]* avant le *[insérer la date et l'heure]*. L'employeur transmettra des copies de sa réponse à tous les entrepreneurs, y compris une description de la demande, mais sans en identifier la source.



## 21. Soumission des devis

Les soumissionnaires éligibles invités peuvent obtenir de plus amples informations auprès du **conseil municipal de Kumbo**, téléphone portable : **+237670003577**, boîte postale : **03, Kumbo**, et consulter le dossier d'appel d'offres pendant les heures de bureau, du lundi au vendredi, de 9 h à 15 h (GMT+1). Dès la publication de l'appel d'offres, les documents d'attribution du marché (dossier d'appel d'offres) seront mis à la disposition de tous les soumissionnaires, soit à leur demande auprès du **Conseil de Kumbo** ou de la **PMU/RCU PROLOG**, soit via le lien Internet indiqué dans l'appel d'offres. Toutes les offres ne seront acceptées que si elles sont accompagnées d'un reçu de paiement de **30 000 francs CFA**, non remboursables, au trésor du **Commune de Kumbo**.

Les offres doivent être remises au **Conseil municipal de Kumbo**, téléphone portable : **+237670003577**, PO BOX : **03 Kumbo** situé à Tobin, au plus tard le **26/09/2025 à 10 heures précises**, en sept (07) exemplaires (dont un (01) original et six (06) copies, plus une clé USB contenant le PDF numérique et la version modifiable) dans des enveloppes scellées portant la mention :

**« REQ JEST FOR QUOTATION (RFQ) NO :002/RFQ/KC/KCITB/MINDDEVEL/ PROLOG/NWR/2025  
DU 02 SEPTEMBRE 2025 POUR LA CONSTRUCTION D'UN NOUVEAU BASSIN DE  
RÉCUPÉRATION ET DE DEUX RÉSERVOIRS D'EAU SUPPLÉMENTAIRES AFIN DE  
RENFORCER L'APPROVISIONNEMENT EN EAU POTABLE DANS LE VILLAGE DE MELUF,  
SITUÉ DANS LA COMMUNE DE KUMBO, A LA DEPARTEMENT DE BUI, DANS LA REGION DU  
NORD-OUEST»**

22. La soumission des offres par voie électronique ne sera pas autorisée. Toute offre arrivant après la date limite de soumission sera rejetée. Les offres seront ouvertes en présence des représentants des soumissionnaires à l'adresse susmentionnée, le **26/09/2025 à 10 heures précises** dans la salle de conférence du **Comité interne des marchés publics du Conseil de Kumbo**.

23. La date limite de soumission des devis est fixée au **[26/09/2025 à 10 heures précises]**.

24. L'adresse pour la soumission des devis est la suivante :

À l'attention de : *[insérer le nom complet de la personne, le cas échéant]*

Adresse e-mail : ou lien vers le système d'approvisionnement électronique

## 25. Ouverture des offres

Les offres seront ouvertes par le **comité interne des appels d'offres du conseil municipal de Kumbo** immédiatement après la date limite de soumission des offres.

## 26. Évaluation des offres

Les offres seront évaluées afin de s'assurer de la conformité de la proposition technique.

- Vérification que la lettre d'offre est correctement remplie, datée et signée avec le nom et le titre du signataire ;
- Vérification que le barème des prix unitaires et l'offre quantitative et descriptive sont dûment remplis, datés et signés ;
- Évaluation de la qualification technique de chaque offre admissible selon la grille d'évaluation des offres ; *[Insérer ce qui suit s'il y a plusieurs lots : « Les offres seront évaluées lot par lot, en*



tenant compte des remises offertes, le cas échéant, après avoir examiné toutes les combinaisons possibles de lots ».

## GRILLE D'ÉVALUATION

N°	Description	NOTATION
1	<b>Présentation de l'offre</b>	
	Conformité avec l'ordre prescrit dans la demande de devis avec séparateurs	Oui/Non
	Lisibilité et numérotation	Oui/Non
2	<b>Références dans des projets similaires</b>	
	Liste des références pour les 5 dernières années (dates)	Oui/Non
	Fournir au moins 2 références de travaux similaires réalisés (justifiées par la première et la dernière page du contrat + rapport d'acceptation ou certificat d'achèvement)	Oui/Non
3	<b>Qualité du personnel</b>	
	<b>Directeur des travaux</b> : au moins un baccalauréat en génie civil avec au moins cinq ans d'expérience	Oui/Non
	<b>Contremaître de chantier</b> : au moins un diplôme national supérieur en génie civil avec au moins trois ans d'expérience	Oui/Non
	<i>NB : chaque « oui » obtenu doit être justifié par une copie certifiée conforme du diplôme et une pièce d'identité signée et datée.</i>	
	<b>Équipements/outils du chantier</b>	
4	Au moins une camionnette avec ses documents d'identification (copie certifiée conforme des documents de propriété ou copie certifiée conforme du contrat/accord de location)	Oui/Non
	Liste des petits équipements nécessaires à l'exécution des tâches (fournir des photocopies des factures d'achat ou de location)	Oui/Non
6	<b>Méthodologie pour la réalisation des travaux</b>	
	Note technique détaillée concernant l'organisation des travaux	Oui/Non
	Description des règles de protection socio-environnementale (protection de l'environnement, sécurité, santé et hygiène du personnel du site)	Oui/Non
	Calendrier détaillé des travaux avec des délais $\leq$ cent vingt jours (120) jours	Oui/Non
7	Livret des clauses techniques spéciales, paraphé à chaque page, daté et signé à la dernière page	Oui/Non
8	Livret des clauses environnementales et sociales, paraphé à chaque page, daté et signé à la dernière page	Oui/Non
	Livret des clauses administratives spéciales, paraphé à chaque page, daté et signé à la dernière page	Oui/Non
9	Rapport de visite du site (justifié par des photos et une description détaillée du site)	Oui/Non
	<b>Total</b>	..... <b>15</b>

NB: Seules les offres ayant obtenu un total de 12 votes positifs sur 15 seront acceptées pour la prochaine étape de la procédure.

- Vérification des opérations arithmétiques, multiplication des prix unitaires par les quantités le cas échéant et utilisation du prix en lettres pour apporter les corrections nécessaires ;
- Préparation d'un tableau récapitulatif des offres sur la base des montants corrigés des éventuelles erreurs arithmétiques, classés par ordre croissant.



Aux fins de l'évaluation et de la comparaison, la ou les devises des offres doivent être converties dans la même devise. La devise à utiliser à des fins de comparaison pour convertir les prix proposés, exprimés dans différentes devises, dans la devise de comparaison au taux de change vendeur sera la suivante : franc CFA (XAF). La source du taux de change est la Banque des États de l'Afrique centrale (BEAC). La date du taux de change est : vingt-huit (28) jours avant la date de soumission des offres. (NB : Si la devise de référence n'est pas cotée à cette date, le taux de change sera celui du dernier jour précédent coté).

Pour les offres techniquement conformes, les prix évalués totaux, à l'exclusion des montants provisoires et de toute provision pour imprévus, mais incluant les travaux internes lorsque leurs prix sont fixés de manière concurrentielle, seront ensuite comparés afin de déterminer le ou les prix évalués les plus bas.

## 27. Attribution du marché

*[Sélectionnez l'une des deux options ci-dessous]*

*[Option 1 - Pour un lot unique]*

Le contrat sera attribué au contractant qui remplit les conditions d'éligibilité conformément à la demande de devis, propose le(s) prix évalué(s) le(s) plus bas, présente une offre techniquement conforme et garantit l'achèvement des travaux à la date spécifiée.

*[Option 2 - Pour plusieurs lots]*

28. Les contrats seront attribués au ou aux entrepreneurs qui remplissent les conditions d'éligibilité conformément à la demande de devis, qui proposent un devis techniquement conforme, qui garantissent l'achèvement des travaux à la date spécifiée et qui proposent le prix évalué le plus bas à l'employeur pour l'ensemble des lots. »]
29. L'employeur invitera par les moyens les plus rapides *[par exemple, par courrier électronique]* le ou les entrepreneurs retenus à toute discussion *[qui devrait être virtuelle compte tenu de la situation d'urgence]* qui pourrait être nécessaire pour conclure le contrat ou pour la signature du contrat.
30. L'employeur communiquera par les moyens les plus rapides aux autres entrepreneurs sa décision d'attribution du contrat. Un entrepreneur non retenu peut demander des éclaircissements sur les raisons pour lesquelles son devis n'a pas été retenu. L'employeur répondra à cette demande dans un délai raisonnable.
31. L'Employeur publiera un avis d'attribution du contrat sur son site web en libre accès, s'il existe, ou dans un journal à diffusion nationale ou sur le site web de la BANU, dans les 15 (quinze) jours suivant l'attribution du contrat. Les informations comprendront le nom du Contractant retenu, le prix du contrat, la durée du contrat, un résumé de son champ d'application et les noms des Contractants ainsi que leurs prix proposés et évalués.

02 SEPT 2025

**LE MAIRE DE LA COMMUNE DE KUMBO**

**Pièces jointes:**

**Annexe 1: Exigences relatives aux travaux**

**Annexe 2: Formulaire de devis**

**Annexe 3 : Formulaires contractuels**



**THE LORD MAYOR**



# **ANNEX 1: Work Requirements Specifications**

## **Special Technical specifications**

### **Table of Contents**

#### **Introduction**

- Overview of project scope and contractor responsibilities **Chapter I –**

#### **General Information**

- Article 1: Volume of Work to Be Executed
- Article 2: General Instructions
- Article 3: Equivalency of Standards and Codes
- Article 4: Locations of Works and Volume of Work
- Article 5: General Instructions (Site Execution and Modifications) **Chapter II –**

#### **Origin, Quality and Preparation of Materials**

- Article 6: Qualities and Supply of Materials
- Article 7: Sand
- Article 8: Gravel
- Article 9: Stones
- Article 10: Cement
- Article 11: Concrete Works
- Article 12: Pipes and Fittings
  - o 12.1: Control Tests for Pipes
  - o 12.2: Fittings Specifications

#### **Chapter III – Method of Execution**

- Article 13: General
  - Information o 13.1:
  - Safety Measures o 13.2:
  - Traffic
- Article 14: Stone Masonry
- Article 15: Mortars and Concrete
  - 15.1: Mortar o 15.2: Concrete
- Article 16: Pointing and Plastering
  - o 16.1: Pointing o 16.2:
  - Plastering
- Article 17: Plumbing Works
- Article 18: Excavations of Trenches
- Article 19: Nomenclature of Work
  - o 19.1: Setting Out of Works
  - o 19.2: Earth Works
    - 19.2.1: Description
    - 19.2.2: Construction Methods

#### **Chapter IV – Environmental and Social Safeguard Measures**

- Article 20: Codes of Conduct for Workers
- Article 21: Sensitization and Training on GBV/HIV-AIDS
- Article 22: Water Quality Testing
- Article 23: Pipeline Indicators
- Article 24: Cleaning and Disinfection of Pipeline
- Article 25: Catchment Protection
- Article 26: Funders Information Plate **Chapter V –**

#### **Project Sustainability**

- Article 27: Formation and Training of Water Management Committee
- Article 28: Supply of Maintenance Tool Kit and Spare Parts
- Article 29: Labelling

## **INTRODUCTION**

The technical specifications presented herein below define the water works that shall be executed in the locality of Meluf in Kumbo Central Subdivision, Bui Division, North West Region and the manner in which these works shall be carried out. The Contractor is expected to read this specification critically and identify all the articles that are applicable to his job.

## **CHAPTER I: GENERAL INFORMATION**

### **ARTICLE 1: VOLUME OF WORK TO BE EXECUTED**

In each case, the volume of work to be executed is indicated by the bill of quantities, network maps and/or plans provided for each project. The various works to be executed shall conform to the relevant terms of the technical specifications given herein below.

- Site installation and preparation of working documents
- Construction of a 20m<sup>3</sup> tank
- Construction of three spring catchment intake collection chambers
- Construction of one low point valve chamber • Excavation and backfilling of 5,400 meters of pipeline • Supply and laying of HDPE pipes:
  - Ø63 NP10 Panaflex: 1,000 meters
  - Ø50 NP10 Panaflex: 3,850 meters
  - Ø40 NP10 Panaflex: 550 meters
- Environmental safeguards including water testing, sensitization, 54 pipeline indicators, and catchment protection
- Sustainability measures: WMC formation and training; toolbox and spare parts

### **ARTICLE 2: GENERAL INSTRUCTIONS**

It should be understood that the provision of a bill of quantities for any project does not absolve the potentials of the Contractor of the necessity to affect a well-planned site visit, at his own expense, to gain complete knowledge of the conditions prevailing on the terrain. This knowledge shall come in handy when preparing the list of Tasks and the Unit Price Schedule. Potential contractors (or bidders) shall provide a detailed and sequenced List of Tasks to be affected on each component of the project.

**BEFORE THE START OF WORKS**, the contractor shall provide the contract Engineer with:

A detailed plan of the work, showing the scheduling of the various works to be executed in time.

Detailed technical drawings of the works to be realized - A manpower deployment plan - A schedule of the delivery of materials to the project site, showing possible delays.

Failure to forward the foregoing documents shall engender the postponement of the reception of project materials, which could result in a punishable overall delay in the execution of the project.

No materials shall be used that has not been checked for conformity with the technical specifications by the Supervising Engineer and received and minutes drawn up and signed by the Engineer and the contractor.

The Supervising Engineer reserves the right to modify the plans and work schedule provided by the Contractor, which modifications shall first be submitted to the Contracting Authority for approval. Under exceptional circumstances, the Supervising Engineer may suggest modifications to the technical specifications for any component of a project to the Contracting Authority, while making sure that the



overall cost of the project stays within the limits of the financial bid of the contractor. Any modifications must be done in writing, with sufficient justifications. For this purpose, a numbered page book (the project log book) shall be kept on site in which the Supervising Engineer shall write his approved instructions. Both the Contractor, or his representative, and the Supervising Engineer shall initial every page of the project logbook. It is therefore obligatory for the contractor to execute the works in conformity with:

The Bills of Quantities and Estimates

The Special Administrative Clauses

The Special technical Clauses stated herein

Any other special rules and regulations that may be applicable to his job, - The work schedule.

The detailed technical drawings,

Subject to any approved modifications indicated in the project log book by the Supervising Engineer.

The Contractor shall take note of any omissions or discrepancies that may exist in the above documents mentioned in the preceding paragraph, which omissions or discrepancies could fundamentally affect the technical or aesthetic quality of the works executed to his detriment, and call the attention of the Supervisory Engineer who shall remain at the disposal of the Contractor for necessary information and inquiries throughout the duration of the project. In this regard, the Contractor shall not absolve himself of the responsibility for poor quality work indicated in the project log book by the Supervising Engineer.

Any works effected without regard for the foregoing instructions or provisions shall be demolished at the expense of the Contractor.

### **Article 3: EQUIVALENCY OF STANDARDS AND CODES**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

In case of conflicts of terms or issues in these technical specifications with the GCC and/or Contract Data the terms or issues in the GCC and/or Contract Data shall prevail.

### **Article 4: LOCATIONS OF WORKS AND VOLUME OF WORK**

Works will involve the:

- ☐ Mobilization and Site installation: harmonization of studies, production of execution plan
- ☐ Construction of three spring catchment intake chambers
- ☐ Construction of a 20m<sup>3</sup> storage tank in stone masonry
- ☐ Construction of one low point valve chamber
- ☐ Construction of a 5,400m piping network using HDPE pipes (Ø63, Ø50, Ø40 NP10)
- ☐ Physico-chemical and bacteriological analyses of the sampled water after construction
- ☐ Protection of the catchment area with fencing and tree planting



- Training and putting in place of a Water Management Committee as well as training of two Caretakers

The location is Meluf village in Kumbo Subdivision, Bui Division of the North-West Region. The various works to be executed are detailed in the bill of quantities and the execution drawings conform to the typical drawings for model plans in the consultation file.

#### **Article 5: GENERAL INSTRUCTIONS**

It should be taken into consideration that these specifications complete the plans and the plans complete the specifications. The Supervisor shall give modifications to plans provided or technical specifications in writing. For this purpose, a numbered page book shall be on site in which the instructions are written. Both the contractor and the Supervisor shall initial the book pages. Therefore, the site contractor must execute the works in conjunction with the document. The contractor shall take note of any omissions or discrepancies that may exist in the document and call the attention of the Supervisor who is at his disposal for necessary information and inquires. Any works carried out in negation of these instructions or provisions shall be demolished at the expense of the contractor.

### **CHAPTER II – ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

#### **Article 6: QUALITIES AND SUPPLY OF MATERIALS**

The contractor shall be responsible for the supply of sand, stones and gravel. He shall also be responsible for the excavation and backfilling of the pipeline under the supervision of the engineer. In making his bids the contractor shall visit the sites at his own expense. He shall make any reservations concerning materials in his bid. He shall be required to include transport cost of these materials to the various locations of the structures in the community.

#### **Article 7: SAND**

The nature and origin of sand remains subject to the Supervisor's approval. It shall be obtained from rivers or through crushing. The sand component should be more than 80% and the very fine constituents eliminated by settling should be less than 4%. The sand should be of high quality and must be free from dirt, clay or any organic matter and if deemed necessary, it should be washed before being used.

#### **Article 8: GRAVEL**

They shall be obtained from deposits or quarries chosen by the Contractor, and approved by the Supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading suited to their use. If deemed necessary, it shall be washed before being used.

#### **Article 9: STONES**

They shall be obtained from a quarry or deposit approved by the Supervisor and none should be smaller than 20cm. Basalt stones commonly called black stone are recommended for the project or stones of other quality duly tested and approved by the supervising engineer.



#### Article 10: CEMENT

They should be of CPA 42.5 class and be obtained from an approved factory.

#### Article 11: CONCRETE WORKS

Concrete Works shall be of 4 kinds:

- Lean concrete for foundation works where indicated shall be of PC 150kg/m<sup>3</sup> and 10cm thick.
- Mass concrete for foundations shall be PC 250kg/m<sup>3</sup> and thickness as shown on the plans
- Reinforced concrete for floor and roof slabs, covers foundations shall PC 350kg/m<sup>3</sup> and thickness as shown on the plans
- Mass concrete for catchment works: All concrete in catchment construction shall be PC400KG/m<sup>3</sup>

#### Article 12: PIPES AND FITTINGS

External Diameter			Thickness		Service Pressure	Test Pressure 1h at 20°C MPa	Tensile test 10h at 60°C MPa
0	Tolerance	Average	Nominal	Max.			
25	0.5	0.3	1.9	2.3	1.6	6.5	13.7
			2.8	3.3	2.5	10.3	
32	0.5	0.3	2.4	2.9	1.6	6.5	13.7
			3.6	4.2	2.5	10.3	
40	0.5	0.3	3	3.5	1.6	6.5	13.7
			4.5	5.2	2.5	10.3	
50	0.5	0.3	3.7	4.3	1.6	6.5	13.7
			5.6	6.4	2.5	10.3	
63	0.8	0.3	3	3.5	10	4	13.7
			4.7	5.4	6.3	6.5	
			7.1	8.1	4	10.3	
75	0.9	0.3	3.6	4.2	10 6.3	4.1	13.7
			5.5	6.3		6.5	
90	1.1	0.3	4.3	5	10 6.3	4.1	13.7
			6.6	7.5		6.5	
110	1.4	0.4	3.2	3.8	16.7	0.6	13.7
			5.3	6.1	10	1	
			8.1	9.2	6.3	1.6	

1.5	1.5	0.4	3.7 6 9.2	4.3 6.8 10.4	16.7 10 6.3	0.6 1 1.6	13.7
1.0	1.7	0.5	3.7 6.1 9.3	4.3 7 10.5	0.6 1 1.6	2.57 3.75 5.86	13.7
1.0	2	0.5	3.8 6.2 9.5	4.4 7.1 10.7	0.6 1 1.6	1.95 3.3 5.2	13.7

Generally, pipes used in water supply must meet any of the standards mentioned below or their equivalence: the American Water Works Association (AWWA) or the American National Standards Institute (ANSI) or the American Society for Testing and Materials (ASTM) standards N°D 1785 and D 2241 or ISO standards N°527 and 845.

**Table A: NFT 54 – 016 Physical Characteristics of Pipes**

#### **Tolerances**

Ovalization :  $\pm 1$  mm

Length of pipe :  $\pm 1\%$  -----  $\pm 6$ cm

Socket length :  $\pm 0.6$  mm

#### **12.1 Control tests for pipes**

- a) **Length** the tolerance for pipe lengths shall be  $\pm 1\%$  ( $\pm 6$ cm) for every 100 pipes, if the number of pipes not

respecting this tolerance is less than 3 i.e 3%, then the whole lot is considered okay, otherwise the supervisor could request that as many pipes be tested in the lot as possible.

b) **External diameter**

The tolerance shall be  $\pm 0.3$ mm for pipes of external diameters between 25mm and 50mm, and  $\pm 0.4$ mm for pipes above 63mm diameters. Before reception, the supervisor shall verify the external diameters of 15 pipes for every 300 pipes. If 6 or more pipes do not meet the tolerance prescribed above, he reserves the rejected.

c) **Thickness**

Thickness verification should adhere to the specifications presented on table B.



**Table B: Thickness verification**

N° of pipes in the lot	N° of pipes randomly selected for Verification	N° of bad pipes X	
		Lot accepted if X max =	Lot rejected if X min =
100 – 199	10	2	3
200 – 299	15	3	4
300 – 499	20	3	4
500 – 899	25	5	6
899 – 1300	30	6	7
1300 – 3200	40	8	9

The supervisor shall carry out thickness verification in accordance with table B.

#### **Socket length**

The socket length has to be verified according to agreed norms. The value obtained should have the theoretical value of the diameter of the tube plus 1.3mm. The tolerance shall be 0.6mm. **c) Shrinkage cracks**

Shrinkage crack tests should be carried out according to agreed methods by the supervisor or a 15 – 30cm long sample. No shrinkage cracks should occur if the pipe is at 90° to its horizontal axis. If this occurs for 15 samples representing a lot of 100 pipes, the lot shall be rejected.

#### **f) Internal pressure**

Pipe sample shall be subjected to 1.5 times the service pressure for a duration of one hour. If one out of every five samples' ruptures, another set of five is selected for a retest. If the second set respects the specified relation with the service pressure, the set is considered satisfactory. Otherwise necessary adjustments are carried out to meet the required specification, or the lot is rejected.

#### **Impact**

This test is carried out on three samples, one from each extremity and the third from the centre, all three one meter long. Perpendicular masses are dropped from a height of one meter onto the samples as in table C.

**Table C: Impact test schedule**

Pipe diameter	Mass (kg)
25	1
32	1
40	1
50	3.5
63	5
75	7.5
90	7.5

The pipes are accepted if the percentage of broken pipes in the tested samples does not exceed 20%

The contractor is requested to furnish the supervisor with all information (name, address, phone etc) on the factory being used to procure pipes for his project.

When the pipes are checked and tested the contractor shall present to the supervisor a quality certificate from the manufacturer ascertaining that the pipes meet the required standards as described in the sections above. The contractor shall arrange for free access to the factory for the supervisor to enable him request as required for all factory tests described in the sections above to be carried out by the manufacturer. The performance guarantee of works shall cover all defects in pipes, handling and workmanship.

## **12.2 Fittings specifications**

Contractors are required to strictly respect standards and specifications.

All fittings for these constructions must resist a pressure of above 16 Bars

All fittings have to be approved by the supervisor before being used. All fittings not conforming to those standards and specifications shall be rejected. The performance guarantee of works shall cover all defects on fittings, their handling and workmanship.

## **CHAPTER III – METHOD OF EXECUTION**

### **Article 13: GENERAL INFORMATION**

#### **13.1 Safety Measures**

The Contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that works is underway and he shall be responsible for any accident that occurs on the works site and / or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence on the works site. Organisation of work and security on the works site shall be the responsibility of the Contractor.

#### **13.2 Traffic**

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the Contractor and in case of any breach of contract by the latter, the Supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the Contractor. Where interference with traffic is inevitable, the opinion of local administrative authorities shall be required for any obstruction for a given period.

### **Article 14: STONE MASONRY**

All stone masonry works must comply to the following standards DTU N° 20 – 12; NFP 13:304 and 14:301 The stone masonry required for the construction of structures should be aesthetical and according to structure type (shape, size of stones, joints etc...) in accordance with Engineering rules. Binding mortar shall contain 300 (three hundred) kg of cement per m<sup>3</sup> of sand with the biggest sand grain being 4 mm.

The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm. M 450 mortar shall be used for the finishing of the external joints.



## **Article 15: MORTARS AND CONCRETE**

### **15.1 Mortar**

All mortar and plastering must meet the DTU standard N° 26 – 1. M450 mortar shall be a mixture of 450 (four hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M450 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 400 (four hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used.

### **15.2 Concrete**

Reinforced concrete in elevation shall contain 350kilogrammes of cement per cubic metre and shall be vibrated during laying. The reinforcement rods must meet the BAEL standards of 1991 or the AFNOR C5 – 001 standards.

C350 concrete for reinforced concrete structures should have a minimal compressive strength of 270 bars in 28 days. Depending on the volume of concrete to be made, the Supervisor may carry out quality control tests at his expense or, if he deems it necessary, ask an approved laboratory to collect samples and carry out compression tests to check the quality of the concrete.

If the required minimum strength is not attained, the Contractor shall bear the cost of tests and the Supervisor shall decide on the measure to take in respect of the structure concerned. The volume of average and big size aggregates in the C150 concrete should double that of the volume of sand.

## **Article 16 : POINTING AND PLASTERING**

### **16.1 Pointing**

The joints of all external walls of stone masonry, which are visible, shall be pointed carefully such that the works have an aesthetic look. M625 mortar shall be used for pointing, with a cement paste (1:0) finish.

### **16.2 Plastering**

Plastering of surfaces in contact with water shall comprise pointing of the mortar joints followed by 1cm thick of spatter dash 1:2 M625. The wall is then finished with cement paste. Plastering of surfaces not in contact with water as chambers for air valves, valves and washouts shall be 1 coat of plaster 1cm thick and a mix of 1:3 (M400).

## **Article 17: PLUMBING WORKS**

### **Description**

This item shall consist of the provision and installation of all pipes including the installation of plumbing accessories like coupling, tees, reducers, etc..to entirely complete this item as per these specifications and plans.

### **Construction methods**

The soil in the bottom of the trench shall be lightly scarified before placing the pipe or other elements.

During transport, storage, and assembling of piping elements care shall be taken to avoid soil and other contamination from entering the system.

Laying of the pipes, assembling of pipes and all other works, directly related to the piping works, shall only be executed during dry weather conditions.

Pipe elements and connecting accessories shall be assembled in such a way that no tension can occur in the separate elements.

Only skilled plumbers shall be employed on any plumbing work.

Pipe joints, reducers, tees, etc. shall be connected in conformity with the manufacture's prescriptions.

#### **Method of measurement**

The quantity of PVC or PE shall be measured per linear meter of installed pipe. Measurements shall be made for each class of pipe and each diameter of pipe separately.

#### **Basis of payment**

Payments shall be made at the contract's unit price. This unit price shall be full compensation for the provision, transportation, installation and testing of all piping material including the installation of all accessories like coupling, tees, reducers, etc. etc

### **Article 18: EXCAVATIONS OF TRENCHES**

The trench for pipes up to 110mm shall be excavated to a depth of at least 80cm deep and 40cm wide or other such depths and widths as directed by the supervisor and shown on the plan.

The trench for pipes above 110mm shall be excavated to a depth of at least 100cm deep and 40cm wide or other such depths and widths as directed by the supervisor and shown on the plan.

### **Article 19: NOMENCLATURE OF WORK**

#### **19.1 Setting out of works**

The contractor shall be responsible for the setting out of all pertinent lines, works, grades and levels as required for the proper and accurate positioning of the structures on the site.

#### **19.2 Earth Works**

##### **19.2.1 Description**

This item shall consist of all excavation and backfill works in accordance with these specifications and in conformity with the lines shown on the plans or as indicated by the supervisor.

##### **19.2.2 Construction methods**

###### **Excavation**

Excavation works for the piping system shall be performed by the contractor. The bottom of the trench shall be free of any stones or other materials which could incur damage to the pipes. *Excavations for intakes, reservoir tanks, wash – out chambers, valve boxes, break – pressure tanks and public tap – stand shall be performed by the contractor.*

###### **Backfill**

Backfill of the pipeline shall be performed by the contractor. No backfill operations shall be allowed before the approval from the supervisor has been granted.

The compaction requirement for backfill shall be at least 90% of the dry modified optimum proctor density.

###### **Maintenance of excavations.**

The contractor shall carry the risk of collapse of excavated faces whether or not he takes any precautions, the nature of the precautions shall be entirely at his own discretion.



No water shall be allowed to accumulate in any portion of the excavations. excavations shall be protected against flooding, and any water entering them.

The

## **CHAPTER IV – ENVIRONMENTAL AND SOCIAL SAFEGUARD MEASURES**

### **Article 20: Codes of Conduct for Workers:**

The contractor shall produce and distribute printed Codes of Conduct to all workers on site. These documents must outline behavioral expectations, safety protocols, and environmental responsibilities. Execution:

- Print and laminate 100 meters worth of signage or posters.
- Display at strategic points on site (entrance, tank area, catchment zone).
- Conduct briefing sessions to ensure all workers understand the content.

### **Article 21: Sensitization and Training on GBV/HIV-AIDS**

The contractor shall organize a sensitization session for both workers and community members on Gender-Based Violence (GBV) and HIV/AIDS awareness. Execution:

- Engage a qualified health educator or NGO partner.
- Conduct one full-day training session at the village square or council hall.
- Provide visual aids and distribute flyers.
- Record attendance and feedback for reporting.

### **Article 22: Water Quality Testing**

After construction, the contractor shall carry out physico-chemical and bacteriological analyses of water samples from the catchment and tank. Execution:

- Collect samples in sterilized containers.
- Send to an accredited laboratory.
- Ensure tests cover pH, turbidity, E. coli, and other key parameters.
- Submit results to the Supervising Engineer before provisional acceptance.

### **Article 23: Pipeline Indicators**

Pipeline indicators shall be produced in reinforced concrete and implanted every 100 meters along the distribution line. Execution:

- Cast 54 concrete markers with engraved directional arrows.
- Install flush with the ground surface at 100m intervals.
- Paint with reflective coating for visibility.

### **Article 24: Cleaning and Disinfection of Pipeline**

Before commissioning, the entire pipeline shall be flushed and disinfected. Execution:

- Use chlorinated water solution.
- Flush through all pipe sections for a minimum of 2 hours.
- Monitor residual chlorine levels.
- Dispose of flushed water safely, away from water sources.

#### **Article 25: Catchment Protection**

The catchment area shall be demarcated and fenced using barbed wire on galvanized poles, with waterfriendly trees planted around the perimeter. Execution:

- Install three lines of barbed wire on galvanized poles spaced at 2m intervals.
- Clear invasive vegetation.
- Plant indigenous trees like raffia, bamboo, or *Prunus africana*.
- Maintain buffer zone of at least 10m around the spring.

#### **Article 26: Funders Information Plate**

A metallic plate measuring 20x40cm shall be installed at the entrance of the site, indicating project details and funders. Execution:

- Engrave plate with project name, location, contractor, and funder.
- Mount on a concrete pedestal or wall near the tank or catchment.
- Ensure visibility and durability.

### **CHAPTER V – PROJECT SUSTAINABILITY**

#### **Article 27: Formation and Training of Water Management Committee (WMC)**

A Water Management Committee shall be formed and trained to oversee the operation and maintenance of the water scheme. Execution:

- Mobilize community leaders to nominate members.
- Conduct one training session covering roles, maintenance routines, and financial management.
- Provide printed guides and attendance sheets.
- Assign two caretakers for daily monitoring.

#### **Article 28: Supply of Maintenance Tool Kit and Spare Parts**

A complete toolbox with essential maintenance tools and spare parts shall be supplied to the WMC. Execution:

- Procure tools as per MINEE guidelines (e.g., pipe wrench, spanners, valve keys, spare fittings).
- Package in a lockable metal box.
- Officially hand over during the Provisional Reception ceremony.
- Record handover with signed acknowledgment by the WMC Chairperson and Divisional Delegate.

#### **Article 29: Labeling**

At the end of the work and before provisional acceptance, a double large metal plaque bearing the labels of *Kumbe Council* and PROLOG will be fixed in two places: on either side of the river. Each plaque will have the following presentation and dimensions below: The amount relating to this expense is included in the project equipment estimate.





MINDDEVEL  
KUMBO COUNCIL  
LOCAL GOVERNANCE AND RESILIENT COMMUNITIES PROJECT  
KUMBO COUNCIL/PROLOG

PROJECT FOR THE CONSTRUCTION OF A NEW CATCHMENT  
AND TWO ADDITIONAL WATER TANKS TO REINFORCE  
POTABLE WATER SUPPLY IN MELUF VILLAGE, IN KUMBO  
MUNICIPALITY, BUI DIVISION, NORTH WEST REGION  
FINANCEMENT:

KUMBO COUNCIL/PROLOG  
Budget 2025/ FONDS IDA  
Month and year of completion  
Of the work

100

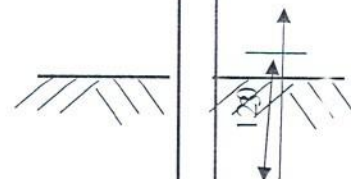
Sign Features:

- Dimensions: Length = 120 cm; Width = 100 cm; Height = 220 cm
- Background color: White
- Lettering color: Black
- Lettering size: Between 5 and 12 cm
- The sign is double-sided

**CHARACTERISTICS OF THE LABEL:**

Dimensions: 120 x 100 cm  
10/10 sheet metal  
Rustproof color  
Light background (white, light yellow)  
Letters in black/green/red  
Letter height: between 5 and 10 cm.

Ground  
..



## CHAPTER X: MODEL OF ENVIRONMENTAL AND SOCIAL CLAUSES (ESC)

### Table of Contents

#### I INTRODUCTION 1

##### I.1. GENERAL OBLIGATIONS 1

- I.1.1. Responsibilities of the Contractor (the Contractor and its Subcontractors) 1
- I.1.2. Commitments of the Project Management 3
- I.1.3. Contractor's Internal Regulations 3
- I.1.4. Inspections, Notifications, Non-Conformity Management, and Sanctions 3
  - II.1.1. Monitoring the Implementation of the Environmental and Social Clauses of the CCES 3
  - II.1.2. Notification of Non-Conformities 4
  - II.1.3. Management of Non-Conformities 4
  - II.1.4. Conditions for Suspension of Work 5
- I.1.5. PROVISIONS PRIOR TO THE EXECUTION OF THE WORKS 5
  - II.1.1. Resources Allocated to Environmental and Social Management 5
  - II.1.2. Construction Site Environmental and Social Management Plan (CSEMP) 6

##### I.1. EXECUTION OF WORK 6

- I.1.1. Construction Kick-off Meeting 6
- I.1.2. Site Access and Installation 7
  - III.1.1. Access 7
  - III.1.2. Traffic 7
  - III.1.3. Installation 7
  - III.1.4. Permits and Authorizations Before Work 9
- I.1.3. Clearance of Rights-of-Way and Identification of Networks 9
- I.1.4. Provisions Applicable to Construction Site Installation and Throughout the Execution of Work 9
  - III.1.1. Weekly Environmental and Social Inspections 9
- I.1.4.2. Reporting 9
- I.1.5. Health and Safety Management 11
- I.1.6. Information, Awareness-Raising, and Capacity Building 12

##### I.1. ENVIRONMENTAL PROTECTION: REQUIREMENTS FOR MITIGATING ENVIRONMENTAL IMPACTS 13

- I.1.1. Maintenance and Waste Management 13
- I.1.2. Preventive Measures Against Noise and Dust Emissions 14
- I.1.3. Storage and Use of Potentially Polluting Substances 15
- I.1.4. Fuels and Lubricants 15
- I.1.5. Other Potentially Polluting Substances 15
- I.1.6. Management of Accidental Pollution 15
- I.1.7. Principle of Response Following Accidental Pollution 16
- I.1.8. Protection of Natural Areas Against Fire 16
- I.1.9. Preservation of the Site's Landscape Integrity 16
- I.1.10. Protection of Biodiversity 17
- V. Management of Social Risks and Impacts: Plan/Program/Measures to Manage Social Risks and Impacts 18
  - V.1. Workforce Management Plan/Program/Measures 18
  - V.2. Workforce Influx Management Plan/Program/Measures 19
  - V.3. Plan/Program/Measures for the Prevention and Response to Gender-Based Violence: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) 20
  - V.4. Plan/Program/Measures for the Prevention of Damage to Persons and Property 21



V.5. Plan/Program/Measures for the Management of Occupation of Persons in the Right-of-Way: Restriction of Access by Residents to Their Residences or Businesses and/or Right-of-Way or Transit

Easements (See also the Sub-Project Resettlement Plan, as applicable) 22

V.6. Cultural Heritage Management Plan/Program/Measures 23

V.7. Social Communication Plan/Program/Measures 24

V.8. Complaint Management Plan/Program/Measures: The Complaint Management Mechanism (CMM) 24

## **VI. SITE WITHDRAWAL AT THE END OF WORK 25**

## **VII. APPENDICES 26**

Appendix 1: Contents of the Site ESMP 26

Appendix 2: Properties That Make a Product Dangerous 29

Appendix 4: Risk Management of Exploitation and Sexual Abuse (SEA) and/or Sexual Harassment (SH) 30

Appendix 5. Codes of Conduct 31

Appendix 6: Rapid Incident Reporting and Notification Form and Action Plan XXX 54

## **LIST OF ACRONYMS AND ABBREVIATIONS**

ILO: International Labor Office

CCES: Environmental and Social Clauses

TSP :Special Technical Clauses

CGES: Environmental and Social Management Framework

CPPA: Planning Framework for Indigenous Peoples

CPR: Resettlement Policy Framework

E&S: Environmental and Social

SEA: Sexual Exploitation and Abuse

EPC: Collective Protective Equipment

PPE: Personal Protective Equipment

ESHS: Environmental, Social, Health and Safety

MSDS: Safety Data Sheet

HIMO: Labor-Intensive

HS: Sexual Harassment

STI: Sexually Transmitted Infections

km/h: Kilometers/Hour

MINEPDED: Ministry of the Environment, Nature Conservation and Sustainable Development

MGP: Grievance Management Mechanism

MGPT: Worker Grievance Management Mechanism

STD: Sexually Transmitted Disease

NC: Non-Compliance

NES: Environmental and Social Standards

WHO :World Health Organization

XXXX Project Name

PCS: Social Communication Program

PEE: Environmental Engagement Plan

ESMP: Environmental and Social Management Plan

PGMO: Workforce Management Plan

PPMP: Stakeholder Mobilization Plan

PHSE: Environmental Health and Safety Plan

UGP: Project Management Unit  
 AIDS: Acquired Immunodeficiency Syndrome  
 OHS: Occupational Health and Safety  
 HIV: Human Immunodeficiency Virus  
 VAC: Violence Against Children  
 GBV: Gender-Based Violence

## I INTRODUCTION

This Environmental and Social Specifications template relates to (please describe the work covered by these clauses). The template will also be used to draw the Contractor's particular attention to the environmental, social, safety, and health services to be implemented during the execution of the work.

The Contractor will be responsible for executing the work in accordance with the requirements and best practices presented in the project's Environmental and Social (E&S) documents, which reflect not only Cameroonian regulatory requirements but also the provisions of the World Bank's (project lender) Environmental and Social Standards (ESS). In the event of any differences or gaps between Cameroonian legislation and the World Bank's Environmental and Social Standards, the latter shall prevail. These provisions list all the environmental and social obligations to be implemented by the Contractor from the work start order until final acceptance of the works by the Project Owner or their delegate.

The Contractor and the Project Manager must ensure that this Environmental and Social Conditions (CCES) template is adapted to the context of the work corresponding to the contract in question, by adjusting it to the project's environmental and social instruments, which may provide details on the current state of the project area, as well as any specific risks and situations not addressed in this CCES.

### 1. GENERAL OBLIGATIONS

#### 1.1. Responsibilities of the Contractor (the Contractor and its Subcontractors)

The Contractor is solely and entirely responsible for compliance with this CCES. Subcontracting part of the work does not exempt it from full responsibility to the Contractor for compliance with these clauses. It therefore has the following environmental and social obligations:

1. It must prepare, before the actual start of on-site work, the Construction Site ESMP in compliance with the requirements of the Construction Site Environmental and Social Standards Committee (CCES) and the World Bank's Environmental and Social Standards;
2. It must implement the Construction Site ESMP throughout the period from contract signing to final acceptance of the works by the Project Owner or their delegate;
3. It must have a dedicated organization and resources to ensure:
  - ☐ (i) the preparation of environmental and social documentation,
  - ☐ (ii) environmental and social monitoring of construction activities,
  - ☐ (iii) the definition of corrective measures in cases of non-compliance and the prevention of noncompliance,
  - ☐ (iv) adequate and timely communication between the various parties involved;
4. He must ensure compliance with good environmental, social, health, and safety (ESHS) practices, including aspects relating to the prevention and management of GBV/SEA/HS incidents in the workplace and in communities, as well as the management of complaints and grievances related to the project;
5. He must be familiar with, comply with, and enforce all regulations, laws, decrees, standards, and other government provisions of a socio-environmental nature, including those corresponding to



national and municipal areas that, in one way or another, are related to the work covered by the contract. In the absence of knowledge of one or more of these regulations, or others not specifically indicated and their corresponding updates, he is not exempt from the responsibility to comply with these regulations;

6. Without being exhaustive, the applicable regulations, laws, decrees, and standards presented in the following environmental and social texts, subject to these clauses, are as follows:

☐ Framework Law No. 96/12 of August 5, 1996, relating to environmental management, which provides, in particular, for the treatment of waste by companies and the protection of receiving environments and penalties for environmental damage;

☐ Law No. 94/01 of January 20, 1994, on the forest, wildlife, and fisheries regime, which sets out the framework and conditions for felling trees, whether or not they belong to permanent forest land;

☐ Law 1998 on classified hazardous establishments such as quarries;

☐ Law No. 98/005 of April 14, 1998, on the water regime;

☐ Law No. 96/67 of April 8, 1996 on the protection of national road heritage,

☐ Law No. 2016/017 of December 14, 2016 on the mining code, which governs the conditions for opening quarry sites and laterite borrow pits;

☐ Law No. 85/09 of July 4, 1985, relating to expropriation for public utility and compensation arrangements;

☐ Law No. 92/007 of August 14, 1992, establishing the Labor Code, which sets out the conditions of employment, health, and safety at work;

☐ Decree No. 2013/00171/PM of February 14, 2013, on environmental impact assessments, which may involve compensatory measures to be paid by contractors;

☐ Decree No. 2012/2809/PM of September 26, 2012, setting out the conditions for sorting, collection, storage, transportation, recovery, recycling, treatment, and final disposal of waste;

☐ Decree No. 2011/2581 of 23 August 2011 regulating harmful and/or hazardous chemical substances;

☐ Decree No. 2011/2582 of 23 August 2011 establishing the conditions for the protection of the atmosphere;

☐ Decree No. 2011/2583 of 23 August 2011 regulating noise and odor pollution;

☐ Decree No. 2003/418/PM of 25 February 2003 establishing the compensation rates to be awarded to owners who are victims of the destruction of crops and cultivated trees for public purposes. This may serve as a basis for property valuation in the event of accidental destruction or occupation of temporary sites by contractors;

☐ Decree No. 2022/5074/PM of July 4, 2022, establishing the procedures for monitoring the social compliance of projects.

☐ The World Bank's Environmental and Social Standards that are relevant to the project (See the Project's Environmental and Social Engagement Plan, available from the Project Management Unit).

8. It must develop internal regulations and implement codes of conduct applicable to all employees and subcontractors;

9. It must assume responsibility for any complaints related to non-compliance with the environment.

## **II.2. Commitments of the Project Management**

The Project Manager approves, approves, and transmits this CCES, including the site ESM, to the Project Owner, and ensures the rigorous application of said CCES.

The Project Manager (a) may at any time have the resources implemented inspected to verify compliance with the environmental regulations and requirements specified in the CCES; (b) collect the recording and monitoring documents provided for in the organizational plans; (c) prepare the compliance sheet and approve the monthly, quarterly, or semi-annual technical reports on the Contractor's activities; (d)



prepare the monthly, quarterly, or semi-annual monitoring activity reports, as well as the final evaluation report.

### **II.3. Contractor's Internal Regulations**

The Contractor must visibly display internal regulations in the various facilities of the base camp, specifically prescribing: a ban on poaching; compliance with environmental requirements; hygiene rules; and safety measures. These regulations must be signed by the Contractor and made available to the territorially competent Labor Inspector. Upon recruitment; Each employee must be made aware of the main points of these internal regulations.

### **II.4. Controls, notifications, non-compliance management, and sanctions**

**II.4.1. Monitoring the implementation of the environmental and social clauses of the CCES** The Contractor's compliance with and effectiveness of its implementation of the CCES is monitored by the Project Manager, depending on the case, with the advice of its environmental, social, and health and safety manager or a qualified technical manager with proven expertise in environmental and social matters. This monitoring is carried out during site visits, where corrective actions are addressed directly to the Contractor. Depending on the nature of the activity being implemented, this monitoring may be daily, weekly, or monthly. The findings are recorded in monthly, quarterly, and semi-annual monitoring reports.

#### **II.4.2. Notification of Non-Compliances**

The Project Manager shall notify the Contractor in writing of any instances of failure to comply with or non-implementation of environmental and social measures. The Contractor must rectify any failure to comply with the requirements duly notified to it by the Project Manager. Resumption of work or additional work resulting from non-compliance with the clauses shall be the Contractor's responsibility.

#### **II.4.3. Management of Non-Compliances**

Non-compliances detected during inspections carried out by the Contractor or the Project Manager will be handled in a manner appropriate to the severity of the situation. Non-compliances will be defined as discrepancies with the requirements of the regulations in force, this CCES, the CGES, and the Construction Site ESMP. Non-compliances will therefore be divided into four categories:

- a) Observation Notification, for minor non-conformities such as the abandonment of household waste in the open air. This level only requires verbal notification from the Project Manager to the Contractor's representative, with the signature of the Observation Notification prepared by the Project Manager. The multiplication of Observation Notifications in an Activity Zone, at least three (03) times or the failure of the Contractor to take into account the Observation Notification within six (06) working days, elevates the Observation Notification to the level of non-conformity level 1.
- b) Level 1 non-conformity: for non-conformities that present a moderate and non-immediate risk in terms of the environment, society, health or safety, such as the inconsistent wearing of complete Personal Protective Equipment (PPE). Non-compliance shall be notified in writing to the Contractor and must be resolved within five (5) working days. The Contractor shall send the Project Manager proof of resolution of the problem. After a visit and a favorable opinion, the Project Manager shall confirm in writing the closure of the non-compliance. In all cases, any level 1 non-compliance not corrected within a period exceeding five (5) working days shall be elevated to level 2.
- c) Level 2 non-compliance: Applicable to any non-compliance that presents an immediate moderate risk or has significant consequences for the environment, social security, and occupational health and safety, such as the lack of a first aid kit and medicine cabinet, the lack of awareness about the spread of STIs/HIV/AIDS, or the storage of waste (batteries, filters, etc.) on unsealed ground. The same procedure as for level 1 non-compliances shall apply. The resolution must be made within three (03) working days. Any level 2 non-compliance not corrected within a period exceeding three (03) working days will be raised to level 3. For non-compliances such as unauthorized deforestation of valuable species, installation of parking areas within the distances prescribed in the CCTP, for which the planning



of corrective measures requires more time, its failure to correct within ten (10) days will result in its elevation to level 3:

d) Level 3 non-compliance: applicable to non-compliances of major severity presenting risks or having resulted in major environmental and/or social damage such as the spillage of hydrocarbons on the ground, open-air burning of plastic and tire materials, filters, batteries, cases of death or partial or complete loss of physical abilities of a person, loss of resources and GBV incidents (EAS/HS/VCE). In the event of an EAS/HS, the company's GBV focal point or the acting manager must immediately contact the project owner's GBV focal point and the Project Owner. The project owner's GBV Manager must notify the World Bank of the incident within 24 hours of receipt. A level 3 non-compliance results in the suspension of payment of the next statement until the non-compliance is resolved. If the situation requires it, the Project Owner may order that work be suspended pending resolution of the non-compliance.

#### **II.4.4. Conditions for Suspension of Work**

The Project Manager will conduct an assessment of the environmental and social management of the construction site at the end of each month, based on the non-compliances reported during the period and the contractor's responsiveness in resolving these non-compliances.

This assessment will result in either a favorable opinion or reservations or even penalties in the event of flagrant non-compliance with environmental and social obligations, or deliberate failure to resolve detected and reported non-compliances.

In the event of serious failure by the contractor (Level 3 Non-compliance), the Project Owner will have the option of suspending activities at the site concerned without financial implications for the Project Owner until corrective measures are properly implemented.

### **II.5. PROVISIONS PRIOR TO THE EXECUTION OF WORK**

#### **II.5.1. Resources allocated to environmental and social management**

The Contractor, depending on the scope of the work, must appoint an Environmental Manager and a Social Manager, based on and after prior notification of non-objection from the PMU and the Bank, for the implementation of the site ESMP. This person will be permanently based in the Main Activity Zone for the entire duration of the work. This person must be at a sufficient hierarchical level within the Contractor's organization to stop work if deemed necessary in the event of Level 2 or 3 non-compliance, and to mobilize machinery, personnel, and equipment to implement any corrective measures deemed necessary.

#### **II.5.2. Construction Site Environmental and Social Management Plan (CSEMP)**

The Construction Site Environmental and Social Management Plan (CSEMP) is the single reference document in which the Contractor defines in detail all the organizational and technical measures it implements to meet the CCES requirements. The Construction Site ESMP covers the entire period from the date of contract signature to the date of issuance of the Certificate of Completion issued by the Project Owner. It will be prepared by the Contractor upon receipt of the start-up service order.

The document, in provisional form, will be submitted to the Project Owner no later than 30 days before work begins. The Construction Site ESMP will be finalized by the Contractor after taking into account the comments of the Project Owner/Delegated Project Owner, which will be submitted to the Contractor no later than 20 days after receipt of the provisional document. The final version will be submitted to the Project Owner no later than 10 days before work begins. The approved plan will constitute the charter for environmental and social issues throughout the construction period.

No physical work or activity shall begin in an Activity Zone before the Construction Site ESMP has been approved by the Project Owner. During the execution of the work, whenever the Project Owner so instructs, the Construction Site ESMP will be updated by the Contractor and returned for approval. The revised version must highlight any new elements introduced into the document.



The content of the Construction Site ESMP to be prepared by the Contractor will be structured according to the scope of the work and, at a minimum, by the elements presented in Appendix 1 of this document.

### **III EXECUTION OF WORK**

#### **III 1. Construction Kick-Off Meeting**

Before the start of construction, the Contractor and the Project Manager, under the supervision of the Project Owner, must organize meetings with the authorities, representatives of the local population, including women, located in the project area, and the relevant technical services, to inform them of the scope of the work to be carried out and its duration, the routes involved, and the locations likely to be affected. This meeting will also allow the Project Owner to gather feedback from the local population, raise awareness of environmental and social issues, and their relationships with the workers.

#### **III.2. Site Access and Installation**

##### **III 2.1. Access**

Access to the site for construction purposes must be achieved in a manner that minimizes disruptions and safety risks. To this end, the Contractor must define the most optimal access route, taking into account the aforementioned concerns. Access roads must be maintained by the companies using them (sweeping may be requested by the project manager).

Increased vigilance will be exercised to ensure that water flows are maintained in good condition at all times. The project manager may also order the provision of equipment for watering and maintaining the roads. This will be ensured, in each of their sectors and for all stakeholders, by the companies holding the various lots.

Each lot holder of the contract must be responsible for the specific operations to secure and protect the environmental site.

Their bids will therefore include the costs associated with these services to preserve access conditions.

##### **III 2.2. Traffic**

In the event that the work passes near sensitive areas, these areas will be precisely identified and marked out on the ground before the start of work in the presence of the project manager, a representative of the earthmoving company, and an environmental specialist. These preventive measures will minimize the construction site's impact on the environment and thus avoid irreversible damage to the most sensitive natural environments.

No traffic is permitted in the wetland with high environmental impact, as shown in the attached graphic.

When removing machinery from the construction site area onto a paved traffic area, the contractor must take all precautions (e.g., a cleaning pond) to avoid contaminating these roads.

##### **III 2.3. Installation**

The Contractor must submit an installation plan and the location of the construction site facilities to the project developer. The scope of these facilities is determined by the volume and nature of the work to be carried out, the site personnel, and the number and type of machinery. The site installation plan must take into account the following facilities and protective measures:

- The boundaries of the chosen site must, if possible, be at least: o 30 m from the road; o 200 m from a lake, watercourse, or marshy/flood-prone area; o 100 m from residential areas. o When it is not possible to meet these three requirements, the Contractor must present the measures it plans to implement to avoid any disruption to the elements under consideration for approval by the project manager and the Contract Engineer.
- Clearing and felling of trees must be avoided or limited. Useful or large trees (diameter greater than 50 cm) must be preserved and protected.
- Traffic lanes must be compacted and watered periodically.
- The site must provide adequate drainage of rainwater throughout its entire area, avoiding stagnation points.
- The site facilities must be marked with a HERAS-type fence or similar.



During the execution of the contract, the Contractor shall prepare and submit the following documents to the Project Manager within a timeframe consistent with the Special Administrative Conditions, prior to the start of construction:

- the location of the land to be used;
- a list of agreements made with the current owners and users of these areas and proof that these users have been able to find similar areas to continue their activities;
- a detailed inventory of the various sites;
- a general plan indicating the various construction site areas, the planned locations, and a description of the planned developments;
- a detailed site environmental protection plan for the base camp, before construction begins;
- the amended waste management plan;
- a description of the measures planned to prevent and combat pollution and accidents such as soil, groundwater, and surface water pollution, fires and bushfires, and road accidents; - a description of the planned sanitation infrastructure and its organization;
- a list of measures planned to ensure a supply of food (meat, fish, etc.) and wood to workers, and those planned to encourage the purchase of local products from the project area, with the exception of bushmeat, as well as a strict prohibition on the contractor's personnel from interfering with the trafficking of wildlife and forest products;
- a plan for the redevelopment of the areas upon completion of the work;
- the articles of the site regulations dealing with environmental protection, waste, actions planned in the event of an accident, vehicle driving obligations, vehicle repair and maintenance, etc.

#### III.2.4. Permits and Authorizations Prior to Work

Any work must be subject to a prior information and administrative authorization procedure. Before commencing work, the Contractor must obtain all necessary permits for the planned work: authorizations issued by local authorities, forestry services (in the event of deforestation, pruning, etc.), mining or water services if necessary, labor inspection, network managers, environmental authorities, etc. Before starting work, the Contractor must consult with local residents, with whom it can make arrangements to facilitate the progress of the work.

### III.3. Clearance of rights-of-way and network identification

#### III.4.1. Weekly Environmental and Social Inspections

In addition to their own inspections, the E&S Manager will also conduct E&S inspections of the Activity Zones jointly with the Project Manager. Each inspection will result in a written report, in a form approved by the Project Manager, of the non-compliances with the CCES observed in the Activity Zone. In these reports, the non-compliances will be visually illustrated by captioned digital photographs so that the location, date of the inspection, and the degree of the non-compliance illustrated are clear. **III 4.2.**

#### **Reporting Monthly Reports:**

The Contractor will submit a monthly E&S activity report to the Project Manager, summarizing all E&S actions implemented during the previous period.

**Incidents and Accidents.** The company will immediately notify the PMU of any incident or accident within 48 hours of becoming aware of it, in accordance with the template provided in Appendix XXX.

A detailed report of the incident or accident will then be prepared within a timeframe set by the Bank following the initial notification, which will also propose all measures to prevent its recurrence (in accordance with the template provided by the Bank).

The E&S activity report will be submitted no later than 7 business days after the end of the month in question. It will contain at least the following information:

- A status report on the personnel assigned to the work (contract status, representation (gender, local populations, indigenous peoples where applicable, etc.), compensation adjustments, etc.).
- Presentation of the E&S personnel present at the end of the month;
- Work carried out during the month;



- Inspections carried out (location and frequency);
- Non-conformities detected during the month, their severity, and a description of the analysis of the corresponding causes and corrective measures implemented;
- Description of actions taken during the month to comply with the CCES;
- Description of actions taken with stakeholders external to the work: local residents, local authorities, government agencies;
- Results of monitoring the following indicators:
  - o Availability and quality of drinking water;
  - o Management of hazardous and non-hazardous solid waste; o Management of atmospheric and noise emissions;
  - o Status of Activity Zones
  - o Statistics on the recruitment of contract workers and community workers: number and type of positions, number of women recruited locally, number of young people, number of vulnerable people, number of hours worked by all of the Contractor's community staff;
  - o Health & Safety Statistics: number of fatal accidents, number of accidents resulting in lost time, number of accidents without lost time, accident frequency rate, serious illnesses, serious misconduct by the Contractor's personnel (sheet attached as an appendix to the activity report, including analysis of the corresponding causes and corrective measures applied).
  - o Monitoring of formal or informal complaints (negative media coverage, strikes or social conflicts, protests, complaints from communities, NGOs, or workers, or formal notification from authorities, etc.) relating to the E&S risks and impacts of the work; including analysis of the corresponding causes and corrective measures applied.
  - o Review of training activities (subject, number and duration of sessions, number of participants);
  - o Projected E&S action program for the coming month.
  - o Monitoring of the implementation of the company's GBV/VCE/SEA/HS action plan from the ESMP.

The Contractor must be aware that the public utility area related to the operation is the area likely to be affected by the work. Work may only begin in areas affected by private rights-of-way when these rights-of-way have been vacated following an acquisition procedure under the responsibility of the Government/Borrower.

Before work begins, the Contractor must prepare a procedure for identifying the concessionaires' networks (drinking water, electricity, telephone, sewer, etc.) on a plan, which will be formalized by a report signed by all parties (Contractor, Project Manager, concessionaires).

#### 11.4. Provisions Applicable to Site Installation and Throughout the Execution of the Work Quarterly reports:

This report will be included in the construction or infrastructure installation activity report, summarizing the Environmental and Social activities for the past quarter based on performance indicators identified in the construction site ESMP. Quarterly reports must be submitted no later than 14 days after the quarterly deadline.

Regarding the notification of ESHS events, the project manager is informed, within one hour of the event, of (i) any serious bodily injury to a staff member, visitor, or any other third party caused by the conduct of the work or the behavior of the Contractor's personnel, or (ii) any significant damage to private property, or (iii) any significant damage to the environment. The project manager is also informed, as soon as possible, of any accident related to the conduct of the work which, under slightly different conditions, could have caused bodily injury to people, damage to private property, or the environment. Semi-annual Report

Semi-annual ESMP implementation reports must be prepared and submitted to the Ministry of the Environment, Nature Conservation, and Sustainable Development (MINEPDED) and to the Departmental ESMP Monitoring Committees established by applicable regulations.

#### 11.5. Health and Safety Management



The Contractor describes its Health and Safety management system in the construction site ESMP in the Health & Safety Plan section. This plan identifies and characterizes:

- All health and safety risks related to the conduct of the work;
- The risk prevention and protection measures planned for the conduct of the work, distinguishing where applicable, between measures concerning men and women;
- The human and material resources involved;
- The work requiring work permits, and the emergency plans to be implemented in the event of an accident.
- The following risks must be given particular attention: o Risks related to exposure to nuisances; o Risks related to traffic accidents;

o Risks related to opening trenches for laying foundations and pipes;

o Risks related to manual and mechanical handling; o Risks related to poor hygiene;

o Risks of falls; o Toxic risks; o Risks related to failure to take measures to protect against COVID-19 o Risks of electrocution.

□ Weekly and daily health and safety meetings

The Contractor shall organize, at least once a week or at another frequency approved by the Project Manager, a health and safety meeting on the construction sites where activities are carried out, with all employees assigned to this Activity Zone. Accidents and incidents from the past week are described, and feedback is highlighted. Improvement actions are identified, documented, and evaluated until they are resolved. The project manager receives their reports.

The Contractor organizes, per team, a daily health and safety review before the start of activities in all Activity Zones where an activity is taking place. The meeting establishes the health and safety risks associated with the day's tasks and activities, as well as the prevention and protection measures. These meetings result in reports.

### **III.6. Information, Awareness, and Capacity Building**

The work covered by the Contract will result in an information and awareness campaign for local populations and stakeholders regarding:

- The nature and schedule of the work;
- The people to be recruited and the recruitment procedures to be implemented;
- STDs and STIs (HIV/AIDS); - Prevention of GBV/CSE/HS/VCE
- Participation of local residents in various meetings;
- Protection of road assets;
- Sustainability of the structure to be constructed.
- Health and safety risks during the post-construction period

The Contractor will conduct its information, awareness-raising, and capacity-building activities under the supervision of the Project Manager and with the approval of the Owner. These activities will include, among others:

- Preparing a communication plan to be submitted to the Project Manager for approval,
- Organizing at least one train-the-trainer workshop on the fight against poaching, illegal logging, unsanitary conditions and pollution of waterways, and the fight against STDs and HIV-AIDS.
- Prevention of GBV/CSE/HS/VCE
- Producing communication materials. - Preparing reports.

## **IV. ENVIRONMENTAL PROTECTION: REQUIREMENTS TO MITIGATE ENVIRONMENTAL IMPACTS**

### **IV.1. Maintenance and Waste Management**

Throughout the construction period, the Contractor shall ensure that the entire site and its surrounding areas are kept clean and that the waste produced is properly managed by taking the following measures:

- Follow appropriate procedures for the storage, collection, transportation, and disposal of hazardous waste. For waste such as used oil, it is essential to collect it and deliver it to authorized collectors - Clearly identify and demarcate disposal areas, specifying which materials may be deposited in each area:



- Control the placement of all construction waste (including soil excavations) in approved disposal sites (> 100 m from rivers, streams, lakes, or wetlands);
- Place all garbage, metals, waste oil, and excess materials generated during construction in authorized areas, incorporating recycling systems and material separation;
- The Contractor will take the necessary steps to prevent dispersal by wind or rainwater, for example, before waste disposal;
- Products from stripping the Earthworks rights-of-way will be stored and possibly reused;
- Transport soil within the site to the sites to be filled or dispose of it at public landfills;
- Minimize waste generation during construction and reuse construction waste where possible;

The following measures must be taken for site maintenance:

- Identify and demarcate areas for maintenance equipment (away from rivers, streams, lakes, or wetlands);
- Ensure that all maintenance equipment activities are carried out within designated maintenance areas; - Never dispose of oil or pour it onto the ground, into waterways, low-lying areas, or into the cavities of disused quarries.

The Contractor must avoid any spillage or discharge of wastewater, sewage, hydrocarbons, and pollutants of any kind into surface or groundwater. Discharge and emptying points will be indicated by the Contractor.

The Contractor must place household waste in leak-proof bins that must be emptied periodically. In the event of evacuation by site trucks, the dumpsters must be sealed to prevent waste from escaping. For hygiene reasons and to avoid attracting vectors, daily collection is recommended, especially during hot periods. The Contractor must dispose of or recycle waste in an environmentally sound manner. The Contractor must transport waste, if possible, to existing disposal sites.

Special attention must be paid to the management of specific waste, whether solid or liquid. The Contractor must identify the treatment channels for this waste and sign agreements with approved service providers in the sector. The PMU will reserve the right to visit the operator's facilities to ensure their capacity to properly manage this electrical and electronic waste. At the end of each month, a report on the quantities of waste must be produced.

#### 17.2. Preventive Measures Against Noise and Dust Emissions

The Contractor shall pay particular attention to limiting potential noise nuisances. To this end, it must comply with the noise thresholds prescribed by law.

It shall ensure that the use of noisy machinery is limited to what is strictly necessary and shall shut down those not in use (e.g., generators). Except in emergencies, noise pollution (machinery, vehicles, etc.) near residential areas shall be prohibited from 7 p.m. to 8 a.m., as well as on weekends and public holidays. The Contractor's personnel working at workstations where noise levels exceed the acceptable standard must undergo hearing tests at frequencies defined by the occupational physician. In the event of concerns, the affected employees must receive medical treatment at the Contractor's expense. These tests must also be conducted before the termination of the contracts. During the construction work, to combat dust and nuisance, the contractor must limit the speed of construction-related traffic to 24 km/h on the streets within a 200-meter radius of the construction site, and limit the speed of all vehicles on the construction site to 16 km/h.

#### 17.3. Storage and Use of Potentially Polluting Substances

In general, the storage and handling of potentially polluting or hazardous substances (oils, fuel, etc.) must comply with the following principles:

- limitation of stored quantities;
- organized storage, on a site or in a manner that does not allow access to anyone outside the construction site;
- handling by responsible personnel equipped with PPE;



- marking of the storage site with a sign indicating the nature of the hazard.
- Liquid chemicals will be stored in a reservoir to prevent accidental spills and soil pollution;
- The chemicals used must be provided with a Safety Data Sheet (SDS) to be displayed at the storage location.

#### IV.4. Fuels and Lubricants

If the contractor uses fuels and lubricants on the construction site, the lubricants will be stored in leakproof containers placed on a level, clean, and stable surface. The containers will be insulated from the ground by a plastic sheet or absorbent material (sand or sawdust) to allow for the recovery of any accidental spills. Fuels will be stored in tanks in a space designed according to standards. The tank must be placed in a leak-proof collection container, the volume of which is at least two-thirds that of the tank, to contain the liquid in the event of an accidental spill. The entire container must be covered and equipped with firefighting equipment (fire extinguishers, sandboxes). Upon completion of the work, the construction site will be cleared of all traces or by-products.

#### IV.5. Other Potentially Polluting Substances

The use of other potentially polluting substances will be reported to the project manager before their use. The company will provide proof of the legality of their use, and the project manager will notify the relevant technical services for authorization and, if necessary, the prescription of precautionary measures.

#### IV.6. Accidental Pollution Management

In the event of accidental pollution, the Contractor will immediately notify the project manager. Depending on the environmental component affected by the pollution, the relevant technical services will be notified. The Contractor will take all necessary steps to eliminate the cause of the problem and proceed with the treatment of the pollution. The prescribed precautionary measures must be implemented quickly. Buffers must be available on site to absorb small-scale spills.

#### IV.7. Principle of Response Following Accidental Pollution

In the event of an accidental spill of polluting substances, the following measures must be taken: - Avoid soil contamination by sprinkling specific absorbents; - If a water source (well, stream, etc.) is nearby, first avoid contaminating the water by blocking it, damming it, or earth dikes;

- Excavate the polluted soil at the infiltration surface;
- Treat the polluted areas in an environmentally sound manner (landfill, burial, or incineration, depending on the nature of the pollution).

#### IV.8. Protection of Natural Areas Against Fire

Current regulations (forestry code) will be strictly enforced. Generally, the use of fire is prohibited on the construction site unless expressly exempted by the project manager, within the limits of the permits stipulated by current national regulations. In this case, the Contractor will observe the following minimum instructions:

- Burning is only permitted in light winds;
- The site must be cleared of brush within a twenty-meter radius;
- The fire must be constantly monitored by a competent person equipped with firefighting equipment; - In the event of spread, emergency services and the project manager must be quickly alerted by any means;
- The fire must be completely extinguished at the end of the burn. Covering with earth is prohibited

#### IV.9. Preservation of the Site's Landscape Integrity

No damage will be caused to vegetation located outside the scope of the structures, access points, or planned work or storage areas. In addition, protective measures should be taken for protected or rare tree species.

Only tree felling authorized by the Forest Service is tolerated (comply with the provisions of the Forest Code in the event of tree felling or deforestation). Penalties are incurred in the event of unauthorized tree felling or the destruction of site vegetation. In the event of deforestation, felled trees must be cut and



stored. Local residents must be informed of the possibility of disposing of this wood at their convenience. Felled trees must not be abandoned on site, burned, or buried under earthworks.

The Contractor must carry out compensation planting after the work in the event of deforestation or tree felling.

The materials used for the work (particularly sand and gravel) must come from quarries and sand pits authorized and controlled by the Mining Service. In accordance with the provisions of the Mining Code, quarries and borrow pits must be rehabilitated.

Site restoration before construction work can be required in the event of significant site modifications. Any environmentally sensitive areas must be avoided by the project (e.g., seasonal flood zones). Also, every precaution must be taken to preserve water sources (wells, springs, fountains, ponds, etc.).

#### IV 10. Biodiversity Protection

In addition to complying with the resolutions of the Biodiversity Management Plan, which will be developed and made available to the Contractor, the Contractor must take the following initial measures during the execution of the work:

Prohibit construction site facilities and base camps in the vicinity of the two parks, outside the buffer zones;

- Prohibit the opening of borrow pits and storage areas within the boundaries of said parks;
- Prohibit the search for timber (planks, stakes, and markers) within the said parks and their buffer zones; - Prohibit the consumption, hunting, and transportation of bushmeat by construction site personnel; - Avoid the installation of certain roadside facilities, including rest areas, toll booths, and weigh stations, within national parks and their buffer zones;
- Obtain permits to search for borrow pits within the parks and buffer zones in accordance with the park's zoning plan;
- Collaborate with park rangers to select areas that can be dedicated to the exploitation of borrow pits, even in critical situations of material shortages;
- Plan, in collaboration with national park rangers, work near parks, taking into account the locations and periods of animal migration during their seasonal migrations;
- Develop tunnels or footbridges, as appropriate, for wildlife crossings, with the collaboration of conservationists who control the crossing points for these animals;
- Post physical signage at park entrances and exits, as well as at animal crossing points; - Implement facilities such as speed bumps at these points to reduce motorist speeds.
- Develop communication plans and training/awareness sheets/posters in collaboration with conservationists for the benefit of the direct and indirect beneficiaries of the road. These documents should highlight the project's protected species, enforcement measures, and regulatory requirements. Awareness campaigns will be conducted by the conservation team for the benefit of construction personnel, and by a local NGO for the benefit of local communities.
- Adopt educational and awareness-raising measures for staff, subcontractors, and project management to preserve park resources.

#### V. Social Risk and Impact Management: Plan/Program/Measures to Manage Social Risks and Impacts

The Contractor must establish a detailed social management program for the construction site. This detailed program must contain the following Plan/Program/Measures:

##### V.1. Workforce Management Plan/Program/Measures

In its Construction Site ESMP, the Contractor must describe its labor management procedures appropriate to the work and activities, and in accordance with the Project's Labor Management Procedures Manual (if the Project does not have one, the Contractor must prepare one). These procedures will describe how the Contractor's workers will be managed, in accordance with the requirements of national law and World Bank ESS No. 2. They will indicate how this ESS will apply to the Contractor's various categories of workers.

The principles to be followed when developing procedures are as follows:

- All workers will be informed of the terms and conditions of work and employment upon hiring; - All workers, even temporary workers, will be provided with an employment contract and completion



certificates/certificates of service. The Contractor must document and provide each worker, upon hiring, in a clear and understandable manner, with information regarding their rights under labor law, including entitlements to wages and benefits;

- The law is explicit about the compensation system, working hours, and worker rights (including promotions, paid vacation, sick leave, etc.), and the freedom to join a legally constituted trade union; - The Contractor's employees shall be informed of all withholding and deductions made from their salaries in accordance with the provisions of applicable laws and regulations;
- The Contractor shall provide all newly hired workers with all necessary information and shall inform them of any changes occurring during the contract;
- Wages, working hours, and other applicable specific provisions shall be recorded in the employment contract;
- Occupational health and safety measures shall be applied to the project. The Contractor shall be responsible for their implementation;
- The Contractor shall keep complete and accurate records of the employment of labor on the site. The records shall include the names, ages, gender, number of hours worked, and wages paid of all workers. These records shall be summarized monthly and submitted to the Project Manager. - Project workers will have access to facilities appropriate to their working conditions, including suitable canteens and rest areas (where applicable), gender-separated and well-lit sanitary facilities. In the event that accommodation services are provided to them, policies relating to the management and quality of accommodation will be developed to protect and promote their health, safety and well-being and provide or give access that take into account their physical, psychosocial, gender and cultural needs and SEA/HS risk prevention measures, such as separate spaces for men and women, the location of changing rooms and/or latrines in separate and well-lit areas, which can be locked from the inside, etc.
- Workers' Organizations: In accordance with national law, workers have the right to form an association, to join an organization of their choosing, and to bargain collectively without interference; - Aspects relating to labor protection, including child labor (girls and boys), minimum age, and forced labor: A grievance mechanism will be made available to all workers. The Contractor's Personnel must be informed of the grievance mechanism upon their engagement for the Contract and of the measures in place to protect them from any reprisals for using this mechanism. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel;
- Subcontracting: The Contractor must include equivalent provisions and redress mechanisms in the event of non-compliance in their contractual agreements with subcontractors;
- Social protection conditions (social security, insurance where applicable, etc.);
- Employability (career profile and training);
- The provision of drinking water and water for domestic purposes, taking into account local conditions for workers.

#### V.2. Plan/Program/Measures for Managing Labor Influx

The Contractor must provide measures to manage the risks of labor influx into the host community. This includes the risks of social conflict between the local community and workers from elsewhere, which may be linked to religious, cultural, or ethnic differences, or based on competition for local resources; illicit behavior and criminality; and impacts on community dynamics depending on the number of workers entering and their engagement with the host community. Increased burden and competition for the provision of public services: The presence of workers can generate additional demand for water, electricity, medical services, transportation, education, and social services; communicable diseases and a burden on local health services; an increase in incidents of gender-based violence; increased traffic and related accidents; among others.

This includes, for example, the recruitment of local labor, thereby reducing the contingent of workers from outside the region and, at the same time, reducing the support structure for the work (housing, sanitation, waste, etc.) and also preventing the transfer of transferred assets and minimizing the problems of increased prostitution and violence, among others. The Contractor shall provide training to (i)



minimize the potential for the spread of or community exposure to waterborne or vector-borne diseases and infectious diseases due to project activities that may be associated with the influence of temporary or permanent project workers; and (ii) on the worker code of conduct, defining acceptable and appropriate behavior with communities, as well as disciplinary measures.

The Contractor shall not, except as permitted by applicable law, import, sell, give away, or otherwise distribute alcoholic beverages or drugs, nor authorize or permit the importation, sale, gift, exchange, or transfer of these by Contractor Personnel.

### V.3. Gender-Based Violence Prevention and Response Plan/Program/Measures: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)

SEA/SH in the workplace are the types of GBV most likely to occur or be exacerbated by the implementation of investment projects. Given the low probability of completely eliminating the risk of SEA/SH, the Bank's environmental and social framework recommends the prevention and mitigation of project-related SEA/SH risks.

The company's contract will include codes of conduct, the templates of which are provided in the appendices to this document. The codes of conduct will be signed and implemented by the company. In addition, the company will implement measures and actions to prevent and address VBG/SEA/HS/VCE risks (gender-based violence, sexual exploitation and abuse, sexual harassment, violence against children) within the work sites as well as the communities impacted by the company's work.

Three codes of conduct are recommended: a code of conduct for companies, an individual code of conduct, and a code of conduct for managers. These codes bind companies (and their subcontractors, if applicable) and their employees to GBV issues.

The action plan to be implemented for the company will be based primarily on the Project's GBV Action Plan, which includes, among other things, community awareness-raising, training for company employees and subcontractors and other stakeholders, and the implementation of a grievance mechanism with a mechanism for addressing GBV/CSA/SH complaints in accordance with a survivor-centered approach.

Contractor Personnel must be informed, at the time of their engagement, of the SEA/SH Response Mechanism, which includes the principles, practices, roles, and responsibilities for mitigating and responding to cases of gender-based violence for the Contract. They must also be informed of the GBV/SEA/SH Complaint Management Mechanism and the measures in place to protect them from any retaliation for its use. For all other persons (including the Employer's Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and the measures to protect against retaliation, must be posted in languages understandable to the Contractor's Personnel, the Employer's Personnel, and affected communities, in locations easily accessible to them.

The MGP's GBV/SEA/SH mechanism should primarily serve to:

(i) refer the survivor to a GBV Service Provider. Immediately upon learning of the complaint, the Complaint Management Mechanism must assist the survivor by referring them to GBV support services for treatment. To this end, the company must ensure it has a reference list made available by the project or identified by the said company. The support structures identified by the company must be validated by the project's GBV manager.

(ii) record the resolution of the complaint. The information retained by the MGP will be documented but will remain strictly confidential, especially when it relates to the identity of the complainant.

The SEA/HS Response Mechanism must allow for the submission of allegations or concerns in writing, in person or by telephone, with appropriate provisions for confidential treatment, and allow for the submission of anonymous allegations. The Contractor must have a dedicated individual with the appropriate skills, experience, and training to receive and review these allegations or concerns. As part of the SEA/HS Response Mechanism, the Contractor must maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or HS. These measures should



determine the appropriate responses to the EAS and/or HS allegations, including the measures set out in Article 5.10 and other appropriate disciplinary measures in the case of Contractor Personnel.

Any allegation of SEA and/or HS received by the Contractor (including through a Subcontractor) the Employer, or the Project Manager must be documented and promptly submitted to the other Party and the Project Manager. While maintaining confidentiality regarding the person who suffered the alleged incident, where applicable, the documentation and presentation should include the type of alleged incident (sexual exploitation, sexual abuse, or sexual harassment), its connection to the project, gender, age, and the psychomedical care of the person who suffered the alleged incident.

Upon receipt of any allegation of SEA and/or HS described above, the Contractor must immediately implement the SEA/HS Response Mechanism, as described in the project's GBV Action Plan: SEA HS, which is available for consultation at the project management unit level.

#### **V.4. Plan/Program/Measures to Prevent Damage to Persons and Property**

The safety measures to be observed for site personnel and users are those aimed at protecting the health of personnel working on the site as well as those of residents living near the site. In this regard, the contractor must comply not only with NES No. 2 (Employment and Working Conditions), but also with NES No. 4 (Population Health and Safety). These measures include the wearing of safety equipment by company personnel on the site, dust control, and signage. To prevent workplace accidents, the wearing of PPE such as gloves, helmets, safety shoes, nose covers, and other types of PPE, depending on the workshop, is mandatory for everyone on the site. The company is required to provide all of this equipment on the site in sufficient quantity, and the project manager is responsible for ensuring strict compliance with these safety measures. The Contractor shall ensure that any discharge (liquid, gaseous, and solid) likely to harm the health of local populations is limited. Similarly, the company (or a service provider) shall conduct awareness campaigns for local populations and employees on health issues (COVID-19, prevention and treatment of STIs/HIV/AIDS, GBV/CSE/HS, occupational diseases, malaria, unwanted pregnancies, etc.).

The Contractor shall also ensure that the speeds of various vehicles and machinery are limited (less than 40 km/h). Similarly, it shall ensure that all temporary diversions are identified in collaboration with local residents and do not affect sensitive areas. In addition to the construction site signs bearing the project references, the Company is also responsible for installing safety signs, such as those prohibiting access to the construction site by outsiders or those relating to traffic (truck exit, speed limit, caution during construction, etc.).

- The following measures must also be taken: Ensure the safety of traffic, pedestrians, livestock farmers and their herds on all construction and installation sites, through signage, installation of protection and guardrails, temporary crossings, etc., by redirecting their traffic to the least dangerous side of the work roads;
- Train personnel, particularly drivers, to respect pedestrians and herds of animals;
- Trenches will be surrounded by solid barriers, if necessary;
- Barriers and walkways will be lit at night;
- Ensure the required signage and security;
- Provide adequate warning of work. - Ensure the passage of vehicles, unless absolutely impossible
- Roads will not be cut at any one time for more than half their width;
- Trenches along roads and affecting their right-of-way will not be opened for a length exceeding 200 m;
- Protect from any damage the walls of residents' homes, public highway structures such as curbs, boundary stones, etc., electrical or telephone lines, and pipes and cables of any kind found in the ground; - Maintain in working order, throughout the duration of the work, the existing cables, pipes, and installations ensuring the distribution of drinking water or the evacuation of wastewater.
- The Contractor shall not give, barter, or otherwise transfer any weapons or ammunition of any kind to anyone, or allow its personnel to do so.



**V.5. Plan/Program/Measures** for managing the occupation of people in the right-of-way: restriction of access for local residents to their residences or businesses and/or right-of-way or transit easements (See also the Resettlement Plan for sub-projects, as applicable).

The Contractor must be aware that the public utility area related to the operation is the area likely to be affected by the work. Work may only begin in areas affected by private rights-of-way when these rightsof-way are vacated following an acquisition procedure that is the responsibility of the Government/Borrower.

Before starting work, the Contractor must prepare a procedure for identifying the concessionaires' networks (drinking water, electricity, telephone, sewer, etc.) on a plan, which will be formalized by a report signed by all parties (Contractor, Project Manager, concessionaires). The Contractor shall take all necessary precautions to prevent any type of damage to persons or property of any kind, including properties adjacent to the work, and shall be solely and exclusively responsible for repairing any damage or injury caused by and/or its work.

The Contractor may only commence work in areas where it is necessary to permanently restrict access to the land once the dispossession or physical displacement and subsequent clearance of the areas for the work have been completed, which shall be the responsibility of the Contractor. To this end, the Contractor shall provide a detailed schedule for the execution of the work. The areas to be made available for this project are described in the Work Relocation Plan, based on these specifications. To ensure the maintenance of existing services in the areas of direct influence, before the start of work, the Contractor must request the Contractor to formally communicate with the service entities or concessionaires (telephone, sanitation, water distribution, and gas) so that they can relocate any infrastructure likely to be affected by the work, so as not to harm the user population or the development of the work. At the Contractor's request, the Contractor must provide communication assistance to organizations, entities, or services related to the project's area of influence.

The Contractor may not restrict pedestrian and vehicular access to their homes and/or businesses during the work, avoiding or not restricting them as much as possible. When restrictions cannot be avoided, a management plan including adequate temporary access and previously agreed upon with the parties concerned will be prepared for approval by the Contracting Party. The Contractor will implement the plan once approved by the Contractor. For work requiring temporary traffic interruptions, the Contractor shall submit its detailed work schedule to the Project Manager at least one (1) month in advance. After approval, the Contractor shall be responsible for posting this interruption schedule wherever necessary, and for providing official information to local authorities and the public (e.g., by radio). Under no circumstances may traffic interruptions exceed four (4) consecutive hours during the day and eight (8) consecutive hours at night.

The Contractor shall inform the Contractor if, during the work, it is determined that crossing or transit services are required for the work, including information on the type and dimensions, so that the Contractor can proceed with the request to stop the traffic.

The contractor is required, throughout the duration of the construction site and along the entire length of the sections included in its contract, to maintain traffic flow at its own expense if necessary by constructing diversions and temporary structures to cross rivers and waterways. It may, at its own expense and under its own responsibility, install rain barriers to protect its work. It remains liable for any damage, whether caused by its own equipment or by a third party, until provisional acceptance.

#### **V.6. Cultural Heritage Management Plan/Program/Measures**

To enable the project to generate positive impacts on the host social environment, the Contractor is required to hire (apart from its technical management staff) as much labor as possible in the area where the work is being carried out, in order to promote local socioeconomic benefits and reduce the risks of GELV, SEAHIS, and the spread of STDs/AIDS. If qualified personnel cannot be found locally, it is permitted to hire labor outside the work area. It must comply with the project's labor management procedure.

The Contractor will ensure:

- Avoid the project from altering historical, archaeological, or cultural sites;



- Address the concerns of women and encourage their involvement in decision-making;
- Prioritize recruitment of unskilled labor from the local population. The following measures must be taken in the event that objects of cultural or religious value are discovered during excavations:
- Stop work immediately upon the discovery of any material of possible archaeological, historical, paleontological, or other cultural value, inform the developer of the finds, and notify the relevant authorities;
- Protect the objects as much as possible by using plastic covers and, where necessary, take measures to stabilize the area to adequately protect the objects;
- Resume work only after receiving authorization from the relevant authorities.

#### **V.7. Social Communication Plan/Program/Measures**

The Contractor will prepare a Social Communication Program (SCP) aimed at informing the surrounding population about the specific aspects of the work before it begins. The SCP will inform the communities (i) of the work schedule and their needs (e.g., access restrictions, etc.); (ii) the progress of the work and the scheduling of new front openings, the need to stop work or interrupt traffic; (iii) preventive measures to be adopted to ensure the protection of the environment and local populations; and (iv) channels and means of communication through which the population can express their doubts, complaints, and suggestions.

The PCS will include the production and printing of posters, leaflets, brochures, and other graphic materials, which will be distributed to the community and placed in locations that provide access to information for all. This material must receive the Contractor's prior approval before its distribution. V.8. Grievance Management Plan/Program/Measures: Grievance Management Mechanism (GMM) The Contractor shall organize and manage a grievance management system for cases that may arise during the execution of the work. The Contractor shall be responsible for registering the grievance in accordance with the Project's GMM, including the date of its execution, the response and date to the complainant, or the referral of the complaint to the Contractor, if it is not within its area of expertise. Similarly, the Contractor shall provide a mechanism for easy access to complaints from workers and their organizations, independent of other legal remedies, so that they can express their concerns regarding working conditions, with a guarantee of return to the complainants, without any retaliation. This mechanism shall be linked to the GMM established by the Project to ensure transparency and efficiency in responding to and resolving grievances/grievances. To this end, the PMU will be involved in collecting, processing, and archiving complaints/grievances at all levels, in accordance with the PMM and MGPT.

A spreadsheet containing cases and information on their processing and resolution will be presented to the project manager and the client on a monthly basis.

Complaints, in accordance with the Project PMM, may be submitted in person at the construction site, using the telephone provided by the contractor, or via the Project-enabled telephone and channels.

The Contractor will disclose the complaint channels through signs to be installed at least on the construction site and in easily understandable graphic documents produced as part of the communication program. On construction sites, MGP information panels will be removable for temporary sites and, depending on the duration of the work, for permanent sites. They will be fixed and placed in frequently visited locations and easily accessible to all persons with access to the sites (e.g., entrances to construction sites and living quarters, construction site notice boards, etc.).

Complaints will be analyzed and resolved according to their nature and complexity. Complaints handled by the Contractor generally include elements related to the risks and direct impacts of the work, inappropriate conduct with the communities, risks to the health and safety of the community that could be caused by the project's activities, equipment, and infrastructure, and potential community exposure to disease.

The Contractor will systematically record all complaints submitted to the project owner for cases that do not fall within its resolution coverage. A plan containing the cases that have arisen, along with



information on the process and resolution, will be submitted to the project owner on a monthly basis. The project owner or the delegated project owner are responsible for complaints that are not the responsibility of the Contractor.

## **VI SITE REMOVAL AT THE END OF THE WORK**

Upon completion of the work, the Contractor must carry out all work necessary to restore the site to its original condition. The Contractor shall recover all its equipment, machinery, and materials. It may not abandon any equipment or materials on the site or in the surrounding area. Concrete areas are demolished and the demolition materials are stored at a suitable site approved by the engineer. Upon relocation, the facility's drains are cleaned to prevent accelerated erosion of the site.

If it is in the Project Owner's interest to recover the fixed installations for future use, the Administration may request the Contractor to transfer to it, without compensation, the installations subject to demolition during a relocation. After the equipment has been removed, a report noting the restoration of the site must be drawn up and attached to the work acceptance report.

## **VII. APPENDICES**

### **Appendix 1: Contents of the Construction Site ESMP**

- 1) Description of activities likely to generate environmental and social risks and impacts for the sub-project in question;
- 2) Description, in light of the receiving environments, of the environmental and social risks and impacts, hygiene, health and safety at work, and EAS/HS aspects to be managed (This description of the activity areas must present the site inventory supported by photographs before the start of operations).
- 3) The Contractor shall document, using color, dated, and georeferenced photographs, the situation of all areas, from a consistent viewpoint and angle, before the start of work, at each significant stage of the work, and until provisional acceptance.
- 4) E&S Risk and Impact Mitigation Measures: procedures and plans to be reported (frequency) as follows:
  - Appropriate procedures for the storage, collection, transportation, and disposal of hazardous waste;
  - Preventive measures against noise pollution and dust emissions;
  - Principles for the storage and use of potentially polluting substances;
  - Measures for protecting natural areas against fire;
  - Procedure for managing non-compliance;
  - Solid waste management plan;
  - Incident investigation procedures;
  - Hygiene, health, and safety plan. A health and safety plan will be an integral part of the Construction Site ESMP to ensure the safe implementation of activities on the construction site. As such, in said plan, the contractor will:
    - Identify hazards to safety, hygiene, and health, including personnel exposure to chemicals, biological hazards, physical hazards, etc.;
    - Describe work methods to minimize hazards and control risks;
    - List the types of work requiring a work permit;
    - Description of appropriate personal protective equipment for each workstation;
    - Description of collective protective equipment at the workplace;
    - A presentation of the medical system in the area of activity (medical equipment, medical personnel, treatment center, emergency medical evacuation procedure);
    - A description of the internal organization and actions to be taken in the event of an accident or incident.
  - Workforce management plan/program/measures;
  - Workforce influx management plan/program/measures;
  - Gender-Based Violence prevention and response plan/program/measures: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);



- Personal and property damage prevention plan/program/measures;
- Right-of-Way occupation management plan/program/measures: restriction of access for residents to their residences or businesses and/or right-of-way or transit easements (See also the Sub-Project Resettlement Plan, as applicable);
- Cultural Heritage Management Plan/Program/Measures;
- Social Communication Plan/Program/Measures;
- Complaints Management Plan: Complaints Management Mechanism (MGP)
- Fines and Penalties;

5) Responsibilities for implementing the construction site ESMP The responsibility for implementing the construction site ESMP must: a) provide a precise description of the entity responsible for implementing mitigation and monitoring measures b) specify staff training and any additional measures that may be necessary to support the implementation of mitigation measures and any other recommendations of environmental and social significance.

#### 6) Implementation schedule and cost estimate.

A schedule for implementing the measures to be taken within the project, indicating the various stages and coordination with the overall project implementation plans. An estimate of its investment and recurring costs, as well as the sources of financing for ESMP implementation.

#### 7) Monitoring plan

The ESMP must define the monitoring objectives and indicate the nature of the actions carried out in this regard, linking them to the effects examined in the environmental and social assessment and the mitigation measures described. It shall provide:

- a) a detailed and technical description of the monitoring measures, including the parameters to be measured, the methods to be used, the sampling locations, the frequency of measurements, the detection limits (if applicable), and a definition of thresholds that will indicate the need to apply corrective measures; and
- b) monitoring and reporting procedures to: i) ensure timely detection of conditions that require specific mitigation measures, and ii) provide information on the progress and results of the mitigation actions.
- c) An estimate of its investment cost and recurrent costs, as well as the sources of financing for its implementation.

#### Appendix 2: Properties that make a product dangerous

1. **Explosive** Substances and preparations which may explode under the effect of a flame or which are more sensitive to shock or friction than dinitrobenzene
2. **Oxidizer** Substances and preparations which, in contact with other substances, in particular flammable substances, exhibit a strongly exothermic reaction
3. **Highly flammable** Substances and preparations (i) in the liquid state (including extremely flammable liquids), whose flash point is below 21°C, or which can be heated to the point of igniting in air at room temperature without the addition of energy; or (ii) in the solid state, which can be easily ignited by a brief action of an ignition source and which continue to burn or consume after the removal of the ignition source or (iii) in the gaseous state, which are flammable in air at normal pressure; or (iv) - which, upon contact with water or moist air, produce highly flammable gases in dangerous quantities
4. **Flammable** Liquid substances and preparations with a flash point equal to or greater than 21°C and less than or equal to 55°C
5. **Irritant** Non-corrosive substances and preparations which, upon immediate, prolonged, or repeated contact with the skin and mucous membranes, may cause an inflammatory reaction
6. **Harmful** Substances and preparations which, upon inhalation, ingestion, or penetration through the skin, may cause risks of limited severity



7. **Toxic** Substances and preparations (including very toxic substances and preparations) which, upon inhalation, ingestion, or penetration through the skin, may cause serious, acute, or chronic risks, or even death
8. **Carcinogenic** Substances and preparations which, upon inhalation, ingestion, or penetration through the skin, may produce cancer or increase its incidence
9. **Corrosive** Substances and preparations which, upon contact with living tissue, may exert a destructive effect on the latter
10. **Infectious** Materials containing viable microorganisms or their toxins, which are known or have good reason to believe cause disease in humans or other living organisms
11. **Toxic for reproduction** Substances and preparations which, if inhaled, ingested, or penetrated through the skin, may produce or increase the frequency of nonhereditary adverse effects in offspring or impair reproductive functions or abilities
12. **Mutagenic** Substances and preparations which, if inhaled, ingested, or penetrated through the skin, may produce or increase the frequency of hereditary genetic defects
13. **Reacts with water** Substances and preparations which, upon contact with water, air, or an acid, emit a toxic or very toxic gas
14. **Sensitizer** Substances and preparations which, upon inhalation or penetration through the skin, may give rise to a hypersensitization reaction such that further exposure to the substance or preparation produces characteristic adverse effects. This property should only be considered if test methods are available.
15. **Ecotoxic** Substances and preparations that present or may present immediate or delayed risks to one or more components of the environment.
16. **Dangerous for the environment** Substances and preparations that may, after disposal, give rise, by any means whatsoever, to another substance, for example a leaching product, which has one of the characteristics listed above.

#### Appendix 4: Risk Management of Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH)

In accordance with Section III, Qualification Criteria and Requirements, Form ANT-4 Statement on Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) and Declaration Form on Sexual Exploitation and Abuse and/or Sexual Harassment (or equivalent depending on the Tender Document), the Contractor must apply the following codes of conduct:

#### Appendix 5: Codes of Conduct

In accordance with the content of the Gender-Based Violence Prevention and Response Plan/Program: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) (see subsection V.2.3), three codes of conduct are recommended. These are: a code of conduct for companies, an individual code of conduct, and a code of conduct for managers. These codes bind companies (and their subcontractors, if applicable) and their employees to GBV issues.

#### (i) COMPANY CODE OF CONDUCT

##### Commitment

The company undertakes to ensure that the project is implemented in a manner that minimizes any negative impact on the local environment, communities, and its workers. To achieve this, the company will comply with environmental, social, health, and safety (ESHS) standards and ensure that appropriate occupational health and safety (OHS) standards are met. The company also commits to creating and maintaining an environment in which Gender-Based Violence (GBV), including Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH), and Violence Against Children (VAC), do not occur—they will not be tolerated by any employee, subcontractor, supplier, associate, or representative of the company.



Therefore, to ensure that everyone involved in the project is aware of this commitment, the company commits to adhering to the following fundamental principles and minimum standards of behavior, which will apply without exception to all employees, associates, and representatives of the company, including subcontractors and suppliers.

## **DEFINITIONS OF TERMS**

**Sexual Exploitation and Abuse (SEA):** Any abuse or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting financially, socially, or politically from the sexual exploitation of another person. Sexual abuse is defined as "the actual or threatened physical intrusion of a sexual nature, by force, under duress, or under unequal conditions." Women, girls, boys, and men may be subjected to sexual exploitation and abuse. In World Bank-financed projects, project beneficiaries or members of project-affected populations may be subjected to sexual exploitation and abuse. **Sexual Harassment (SH):** Any sexual advance, request for sexual favors (e.g., making promises of favorable treatment or threats of unfavorable treatment based on sexual acts), and any other unwanted verbal or physical behavior or gesture of a sexual nature that could reasonably be perceived to offend or humiliate another person, when such behavior disrupts work, is made a condition of employment, or creates an intimidating, hostile, or offensive work environment. Sexual harassment is not always explicit or obvious; it can include implicit and subtle acts, but it always involves power and gender dynamics in which a person in power uses their position to harass another based on their gender. Sexual behavior is unwanted when the person subjected to it deems it undesirable (e.g., looking someone up and down, kissing or blowing kisses; making sexual innuendoes by making noises; brushing against someone; whistling and catcalling; giving personal gifts). Both women and men can experience SH.

**Perpetrator/Aggressor:** The person(s) who commit(s) or threaten(s) to commit an act(s) of GBV/SEA/SH or VAC.

**Survivor(s):** The person(s) negatively affected by GBV, SEA, or SH.

**Worksite:** The location where infrastructure development work is taking place on behalf of the project. Consulting assignments have the locations/sites where they are carried out as worksite(s).

**Consent:** Is the informed choice underlying a person's free and voluntary intention, acceptance, or agreement. There can be no consent when such acceptance or agreement is obtained through threats, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if the national law of the country where the Code of Conduct is introduced considers the age of consent to be lower. Lack of knowledge of the child's age and the child's consent cannot be invoked as a defense.

**Consultant:** Any organization or individual that has been contracted to provide consulting services for the project and has hired managers and/or employees to perform this work.

**Employee:** Any person who provides labor to the firm or consultant in the country, on the project site, or elsewhere, under a contract or employment agreement for remuneration, whether formally or informally (including unpaid interns and volunteers), without management or supervisory responsibility over other employees.

**Child:** A term used interchangeably with the term "minor," which refers to a person under the age of 18. This is in accordance with Article 1 of the United Nations Convention on the Rights of the Child.

**Contractor:** Any business, corporation, organization, or other institution that has been awarded a contract to provide construction services for the project and has hired managers and/or employees to perform this work. This includes subcontractors hired to perform activities on behalf of the contractor.



**Site environment:** The "project area of influence," which is any location, urban or rural, directly affected by the project, including human settlements.

**Sexual exploitation:** This is defined as the abuse of a position of vulnerability, authority, or trust for sexual purposes, particularly for financial, social, or political gain.

**Manager (project manager or works manager):** Any person providing labor to a company or consultant, on or off-site, under a formal or informal employment contract and in exchange for a salary, with responsibility for controlling or directing the activities of the team, unit, division, or similar entity of a company or consultant, and with responsibility for supervising and managing a predefined number of employees.

**Occupational Health and Safety (OHS):** A set of measures designed to protect the safety, health, and well-being of those working or employed on the project. Compliance with these standards at the highest level is a fundamental human right that should be guaranteed to every worker.

**Grievance and Complaints Management Mechanism (GCM):** A process established by a project to receive and address complaints.

**Accountability and Confidentiality Measures:** Refers to the preservation of the privacy and confidentiality of the survivor at all stages of the intervention by ensuring that the identity of those involved is respected. The measures instituted hold contractors, consultants, and the client accountable for establishing a fair system for handling GBV, SEA, and HS cases.

**Environmental, Social, Health, and Safety (ESHS) Standards:** A general term covering issues related to the project's impact on the environment, communities, and workers.

**Company Environmental and Social Management Plan (CESMP):** The plan prepared by the company that describes how it will carry out construction activities, in accordance with the project's Environmental and Social Management Plan (ESMP).

**GBV/SEA/SH and VAC Allegations Procedure:** The prescribed procedure for reporting incidents of GBV/SEA/SH or VAC.

**Child Protection:** An activity or initiative aimed at protecting children from all forms of harm, particularly those resulting from VAC.

**Response Protocol:** Mechanisms in place to respond to GBV/SEA/SH and VAC incidents.

**Child sexual solicitation:** This behavior allows an abuser to gain a child's trust for sexual purposes. This allows an offender to establish a relationship of trust with the child and then seek to sexualize that relationship.

**Online child solicitation:** This involves sending electronic messages with indecent content to a recipient the sender believes to be a minor, with the intention of inducing the recipient to engage in or submit to sexual activity.

**Survivors:** Individuals negatively affected by GBV/SEA/SH or VAC. Women, men, and children can be survivors of GBV/SEA/SH; only children can be survivors of VAC.

**Gender-Based Violence (GBV):** An umbrella term that refers to any harmful act perpetrated against a person's will and based on societal differences between men and women (gender). It includes acts that cause physical, sexual, or psychological harm or suffering, the threat of such acts, coercion, and other forms of deprivation of liberty. These acts can occur in the public or private sphere (Inter-Agency Standing Committee (IASC), 2015).



The six main types of GBV are:

- Rape: Non-consensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.
  - Sexual assault: Any form of non-consensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.
  - Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.
  - Physical assault: An act of physical violence that is not sexual in nature. Examples: hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.
  - Forced marriage: the marriage of an individual against their will.
  - Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.
  - Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples: threats of physical or sexual violence, intimidation, humiliation, enforced isolation, harassment, stalking, unwanted solicitation, remarks, destruction of cherished possessions, etc.
  - Child: a term used interchangeably with the term "minor," which refers to a person under the age of 18. This is in accordance with Article 1 of the United Nations Convention on the Rights of the Child.
- Consent: The informed choice underlying a person's free and voluntary intention, acceptance, or agreement. Consent cannot be obtained when such acceptance or agreement is obtained by threats, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if the national law of the country where the Code of Conduct is introduced considers consent to be a lower age. Lack of knowledge of the child's age and the child's consent cannot be invoked as a defense.

Violence Against Children (VAC): Physical, sexual, emotional, and/or psychological harm, neglect, or negligent treatment of minor children (i.e., children under the age of 18). This includes the use of children for profit, labor, sexual gratification, or any other personal or financial gain. It also includes other activities such as the use of computers, mobile phones, video devices, digital cameras, or any other means to exploit or harass children or to access child pornography.

Trafficking in persons: The recruitment, transportation, harboring, or receipt of persons by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation includes, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude, or the removal of organs.

#### **PRINCIPLES, MORAL VALUES, ETHICS, AND ATTITUDES TO BE RESPECTED**

Project workers and all project implementation stakeholders are obligated to respect the principles and moral values to facilitate academic and professional life and to protect learners from all forms of abuse, including gender-based violence (GBV), sexual exploitation and abuse (SEA), sexual harassment (SH), and violence against children (VCE).

The following acts of discrimination, harassment, and violence are strictly prohibited and severely punished for all project stakeholders (members of the educational community). 1. Any act of discrimination in interactions with project beneficiaries or members of the local community, or among staff (of the host company, training center, etc.) based on race, color, sex, age, religion, language, marital status, family status, political belief, national, ethnic, or social affiliation, physical or mental disability, birth, sexual orientation, gender identity, or any other status.



2. Any act of sexual harassment, or inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate language or behavior.
3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual harm, the threat of such acts, coercion, and deprivation of liberty.
4. Any act of exploitation or abuse of power, including sexual exploitation and abuse, such as the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or abusive behavior.
5. The employment and exploitation of children within the company, including sexual abuse or other inappropriate behavior towards children, including sexual intercourse and early marriage; in addition, the safety and protection of children in the project areas and surrounding areas must be ensured.

Committing the prohibited acts listed above will be immediately punished by dismissal upon first discovery of the offense, with the transmission of the characteristic elements of the offense for legal proceedings by the competent public authority if reported (with the informed consent of the survivor). In addition, any repeated act of harassment that has the purpose or effect of degrading working conditions likely to violate rights and dignity, harm physical health, or compromise professional future will be subject to disciplinary action.

Finally, no employee may be disciplined, dismissed, or subjected to discriminatory measures for having undergone or refused to undergo the acts or behaviors defined above, or for having witnessed such acts or behaviors, reported them, or reported them to their superiors.

#### General

- The company—and consequently all employees, partners, representatives, subcontractors, and suppliers—is committed to complying with all national laws, rules, and regulations specific to environmental, social, and GBV standards.
- The company is committed to fully implementing its "Environmental and Social Management Plan" (I GESE).
- The Company is committed to treating women, children (persons under the age of 18), and men with respect, regardless of race, color, language, religion, political or other opinion, national, ethnic, or social origin, wealth, disability, citizenship, or any other status. Acts of GBV/SEA/HS and VCE constitute a violation of this commitment.
- The Company ensures that interactions with members of the local community are conducted with respect and without discrimination.
- Language and behavior that is demeaning, threatening, harassing, abusive, inappropriate, or culturally or sexually inflammatory are prohibited among all Company employees, associates, and representatives, including subcontractors and suppliers.
- The Company will follow all reasonable work instructions (including those regarding environmental and social standards).
- The company will protect property and ensure its proper use (for example, prohibit theft, negligence or waste).

#### Health and Safety

The Company will ensure that the project's Occupational Health and Safety (OHS) management plan is effectively implemented by Company personnel, as well as subcontractors and suppliers.

The Company will ensure that all personnel on the construction site wear the appropriate Personal Protective Equipment (PPE) as prescribed, to prevent avoidable accidents and to report conditions or practices that pose a safety risk or threaten the environment.

The Company will:

- Prohibit the consumption of alcohol while working;



- Prohibit the use of narcotics or other substances that may impair one's ability to function at any time. The Company will ensure that adequate sanitation facilities (licensed, clean, and gender-sensitive) are available to workers on the site and in all project worker accommodations.

#### Gender-Based Violence and Violence Against Children

Acts of GBV/SEA/HS and VAC constitute serious misconduct and may therefore result in sanctions, including penalties and/or dismissal, and, where appropriate, referral to the police for further action. All forms of GBV/SEA/HS and VAC, including the solicitation of children, are unacceptable, whether they occur in the workplace, in the vicinity of the workplace, in worker camps, or in the local community.

- Sexual harassment - for example, it is prohibited to make unwanted sexual advances, request sexual favors, or engage in verbal or physical behavior of a sexual nature, including subtle acts.
- Sexual favors - for example, it is prohibited to promise or perform favors conditional on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.

Any sexual contact or activity with children under the age of 18, including through digital media, is prohibited. Lack of awareness of the child's age cannot be used as a defense. The child's consent also cannot be used as a defense or excuse.

Unless there is full consent from all parties involved in the sexual act, sexual interactions between company employees (at any level) and members of the surrounding communities are prohibited. This includes relationships involving the withholding/promise of a benefit (monetary or non-monetary) to community members in exchange for sexual activity—such sexual activity is considered "nonconsensual" under this Code.

In addition to the sanctions applied by the company, legal action will be taken against perpetrators of GBV/SEA/SH or VAC, as appropriate. All employees, including volunteers and contractors, are strongly encouraged to report suspected or actual acts of GBV/SEA/HSV and/or VAC committed by a colleague, whether within the same company or not. Reports must be submitted in accordance with the project's GBV/SEA/HSV and VAC Allegations Procedures.

Managers are required to report and respond to suspected or actual acts of GBV/SEA/HSV and/or VAC, as they are responsible for upholding the company's commitments and holding their direct reports accountable for these acts.

Managers will ensure that no retaliatory actions (suspension or other sanctions) are taken against individuals who report suspected or actual acts of GBV/SEA/HSV/VC.

#### III.1.5. Implementation

1. To ensure that the principles set out above are effectively implemented, the company undertakes to ensure that:

- All managers sign the project's "Manager Code of Conduct," which details their responsibilities and involves implementing the company's commitments and enforcing the obligations of the "Individual Code of Conduct."
- All employees sign the project's "Individual Code of Conduct," confirming their commitment to complying with ESHS and OHS standards and not being perpetrators or accomplices of GBV/SEA/HS or VAC.
- The company and individual Codes of Conduct must be prominently displayed in worker camps, offices, and public areas of the workplace. Examples of these areas include site waiting, rest, and reception areas, canteens, and health centers.
- Posted and distributed copies of the Company Code of Conduct and the Individual Code of Conduct must be translated into both official languages and in formats understandable by individuals with limited or no reading skills in the official languages.
- A designated individual must be appointed as the company's "Focus Point" for addressing GBV/SEA/HSV and VCE issues, including representing the company on the GBV/SEA/HSV and VCE Compliance Team (CT), which is composed of representatives from the partner and from the sectors or organizations involved in combating GBV/SEA/HSV and VCE in the activity's area of operation.



In consultation with the Compliance Team (CT), an effective Action Plan must be developed, including at least the following provisions:

- The GBV/SEA/SM and VAC Incident Allegations Procedure: to report GBV/SEA/SM and VAC incidents through the Complaints/Grievances Management Mechanism;
- Accountability and Confidentiality Measures: to protect the privacy of all concerned;
- The Response Protocol: applicable to survivors and perpetrators of GBV/SEA/SM and VAC.

The company must effectively implement the GBV/SEA/SM and VAC Action Plan, communicating any improvements and updates to the Compliance Team (CT), as appropriate. All employees must complete an orientation course before starting work on the site to ensure they are aware of the company's commitments to ESHS and OHS standards, as well as the project's Codes of Conduct on GBV/SEA/HS and VCE.

All employees must complete a mandatory training course once a month throughout the contract period, beginning with an initial training session upon commissioning before work begins, to reinforce their understanding of the project's ESHS and OHS, GBV/SEA/HS and VCE standards.

2. Ensure that:

- i. Staff lists and signed copies of the code of conduct are provided to the project's Human Resources officers;
  - ii. Staff participate in capacity-building sessions for the implementation of the code of conduct;
  - iii. A reporting mechanism for GBV, SEA, and SH incidents is established and that staff have access to it in complete confidentiality and security;
  - iv. Staff are encouraged to report incidents of GBV, SEA, and SH to the relevant structures or GBV focal points as defined by the MGP;
  - v. In accordance with applicable laws, perpetrators of sexual exploitation and abuse are not hired, rehired, or deployed, and that the background and criminal records of all employees are checked (the Constitution, the Penal Code, the Law on the Protection of Women against Violence, etc.).
3. Ensure that when entering into partnership, subcontracting, supplier, or similar agreements, these agreements:
- i. Include as an annex the Codes of Conduct on GBV, SEA, and SH standards;
  - ii. Include appropriate language requiring these contracting entities and contracted individuals, as well as their employees and volunteers, to comply with the Code of Conduct;
  - iii. Expressly state that the failure of these entities or individuals, as the case may be, to ensure that they take preventive measures to combat GBV, SEA, and SH, and to investigate related allegations or take corrective measures when acts of GBV, SEA, and SH occur, constitutes not only grounds for sanctions and penalties in accordance with the Codes of Conduct, but also grounds for termination of the collaboration or service agreements.
4. Provide support for internal awareness-raising initiatives related to GBV, SEA, and SH, through the awareness-raising strategy outlined in the GBV, SEA, and SH Action Plan.

5. Ensure that any GBV, SEA, and SH issues warranting sanction are immediately reported to the World Bank via the project coordination unit (within 48 hours), while guaranteeing the anonymity of the survivor and the alleged perpetrator.

I hereby acknowledge that I have read the above-mentioned Company Code of Conduct and agree, on behalf of the company, to comply with the standards contained therein. I understand my role and responsibilities in supporting the project's Occupational Health and Safety (OHS) and Environmental, Social, Health, and Safety (ESHS) standards, and in preventing and responding to acts of GBV/SEA/SH and VAC. I understand that any action inconsistent with this Corporate Code of Conduct or failure to act in accordance with this Corporate Code of Conduct may result in disciplinary action.

Company Name: \_\_\_\_\_



Signature: \_\_\_\_\_

Name in letters: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **(i) MANAGER'S CODE OF CONDUCT**

### **DEFINITIONS OF TERMS**

**Sexual Exploitation and Abuse (SEA):** Any abuse or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting financially, socially, or politically from the sexual exploitation of another person. Sexual abuse is defined as "the actual or threatened physical intrusion of a sexual nature, by force, under duress, or under unequal conditions." Women, girls, boys, and men may be subjected to sexual exploitation and abuse. In World Bank-financed projects, project beneficiaries or members of project-affected populations may be subjected to sexual exploitation and abuse.

**Sexual Harassment (SH):** Any sexual advance, request for sexual favors (e.g., making promises of favorable treatment or threats of unfavorable treatment based on sexual acts), and any other unwanted verbal or physical behavior or gesture of a sexual nature that could reasonably be perceived to offend or humiliate another person, when such behavior disrupts work, is made a condition of employment, or creates an intimidating, hostile, or offensive work environment. Sexual harassment is not always explicit or obvious; it can include implicit and subtle acts, but it always involves power and gender dynamics in which a person in power uses their position to harass another based on their gender. Sexual behavior is unwanted when the person subjected to it deems it undesirable (e.g., looking someone up and down, kissing or blowing kisses; making sexual innuendos by making noises; brushing against someone; whistling and catcalling; giving personal gifts). Both women and men can experience SH.

**Perpetrator/Aggressor:** The person(s) who commit(s) or threaten(s) to commit an act(s) of GBV/SEA/HS or VAC.

**Survivor(s):** The person(s) negatively affected by GBV, SEA, or HS.

**Worksite:** The location where infrastructure development work is taking place on behalf of the project. Consulting assignments have the locations/sites where they are carried out as worksite(s).

**Consent:** Is the informed choice underlying a person's free and voluntary intention, acceptance, or agreement. Consent cannot be considered when such acceptance or agreement is obtained through threats, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if the national law of the country where the Code of Conduct is introduced considers the age of consent to be lower. Lack of knowledge of the child's age and the child's consent cannot be invoked as a defense.

**Consultant:** Any organization or individual that has been contracted to provide consulting services for the project and has hired managers and/or employees to perform this work.

**Employee:** Any person who provides labor to the firm or consultant in the country, on the project site, or elsewhere, under a contract or employment agreement for remuneration, whether formally or informally (including unpaid interns and volunteers), without management or supervisory responsibility over other employees.

**Child:** A term used interchangeably with the term "minor," which refers to a person under the age of 18. This is in accordance with Article 1 of the United Nations Convention on the Rights of the Child.

**Contractor:** Any business, corporation, organization, or other institution that has been awarded a contract to provide construction services for the project and has hired managers and/or employees to perform this work. This includes subcontractors hired to perform activities on behalf of the contractor.



Site environment: The "project area of influence," which is any location, urban or rural, directly affected by the project, including human settlements.

Sexual Exploitation: This is defined as the abuse of a position of vulnerability, authority, or trust for sexual purposes, particularly for financial, social, or political gain.

Manager (project manager): Any person providing labor to a company or consultant, on or off-site, under a formal or informal employment contract and in exchange for a salary, with responsibility for controlling or directing the activities of the team, unit, division, or similar entity of a company or consultant, and with responsibility for supervising and managing a predefined number of employees.

Occupational Health and Safety (OHS): A set of measures designed to protect the safety, health, and well-being of those working or employed on the project. Compliance with these standards at the highest level is a fundamental human right that should be guaranteed to every worker.

Complaints and Grievance Mechanism (CGM): A process established by a project to receive and address complaints.

Accountability and Confidentiality Measures: Refers to the preservation of the privacy and confidentiality of the survivor or survivor at all stages of the intervention by ensuring that the identity of those involved is respected. The measures established hold contractors, consultants, and the client accountable for implementing a fair system for handling GBV, SEA, and SH cases.

Environmental, Social, Health, and Safety (ESHS) Standards: A general term covering issues related to the project's impact on the environment, communities, and workers.

Company Environmental and Social Management Plan (ESMP): The plan prepared by the company that describes how it will carry out work activities, in accordance with the project's Environmental and Social Management Plan (ESMP).

GBV/SEA/HSV and VAC Allegation Procedure: Prescribed procedure for reporting incidents of GBV/SEA/HSV or VAC.

Child Protection: Activity or initiative aimed at protecting children from all forms of harm, particularly those resulting from VAC.

Intervention Protocol: Mechanisms in place to respond to incidents of GBV/SEA/HSV and VAC.

Child Solicitation: Behaviors that allow an abuser to gain the trust of a child for sexual purposes. This allows an offender to establish a relationship of trust with the child and then seek to sexualize that relationship.

Online Child Solicitation: This involves sending electronic messages containing indecent content to a recipient believed by the sender to be a minor, with the intention of inducing the recipient to engage in or submit to sexual activity.

Survivors: Person(s) negatively affected by GBV/SEA/SH or VAC. Women, men, and children can be survivors of GBV/SEA/SH; only children can be survivors of VAC.



Gender-Based Violence (GBV): An umbrella term that refers to any harmful act perpetrated against a person's will and based on societal differences between men and women (gender). It includes acts that cause physical, sexual, or psychological harm or suffering, the threat of such acts, coercion, and other forms of deprivation of liberty. These acts can occur in the public or private sphere (Inter-Agency Standing Committee (IASC), 2015).

The six main types of GBV are:

- Rape: Non-consensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.
- Sexual assault: Any form of non-consensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.
- Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.
- Physical assault: an act of physical violence that is not sexual in nature. Examples include hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.
- Forced marriage: the marriage of an individual against their will.
- Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.
- Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples include threats of physical or sexual violence, intimidation, humiliation, forced isolation, harassment, stalking, unwanted solicitation, verbal abuse, destruction of cherished possessions, etc.
- Child: A term used interchangeably with the term "minor," which refers to a person under the age of 18. This is in accordance with Article 1 of the United Nations Convention on the Rights of the Child.
- Consent: The informed choice underlying a person's free and voluntary intention, acceptance, or agreement. Consent cannot exist when such acceptance or agreement is obtained by threat, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if the national law of the country where the Code of Conduct is introduced considers consent to be a lower age. Lack of knowledge of the child's age and the child's consent cannot be invoked as a defense.
- Violence Against Children (VAC): physical, sexual, emotional, and/or psychological harm, neglect, or negligent treatment of minor children (i.e., children under the age of 18). This includes the use of children for profit, labor, sexual gratification, or any other personal or financial gain. It also includes other activities such as the use of computers, mobile phones, video devices, digital cameras, or any other means to exploit or harass children or to access child pornography.
- Human Trafficking: recruitment, transportation, harboring, or receipt of persons by means of the threat or use of force or other forms of coercion, through abduction, fraud, deception, the abuse of power or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation includes, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude, or organ removal.

## **PRINCIPLES, MORAL VALUES, ETHICS, AND ATTITUDES TO BE RESPECTED**

Project workers and all project implementation stakeholders are obligated to respect the principles and moral values to facilitate academic and professional life and to protect learners from all forms of abuse, including gender-based violence (GBV), sexual exploitation and abuse (SEA), sexual harassment (SH), and violence against children (VCE).



The acts of discrimination, harassment, and violence listed below are strictly prohibited and severely punished for all project stakeholders (members of the educational community).

1. Any act of discrimination in interactions with project beneficiaries or members of the local community, or among staff (of the host company, training center, etc.) based on race, color, sex, age, religion, language, marital status, family status, political belief, national, ethnic, or social affiliation, physical or mental disability, birth, sexual orientation, gender identity, or any other status.
2. Any act of sexual harassment, or inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate language or behavior.
3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual harm, the threat of such acts, coercion, and deprivation of liberty.
4. Any act of exploitation or abuse of power, including sexual exploitation and abuse, such as the exchange of money, employment, goods, or services for sex, which includes sexual favors or other forms of humiliating, degrading, or abusive behavior.
5. The employment and exploitation of children within the company, which include sexual abuse or other inappropriate behavior towards children, including sexual intercourse and early marriage; in addition, the safety and protection of children in the project areas and also in the vicinity of the project must also be ensured.

The commission of the prohibited acts listed above will be immediately punished by dismissal upon first observation of the misconduct, with the transmission of the characteristic elements of the misconduct for legal proceedings by the competent public authority if reported (with the informed consent of the survivor).

In addition, any repeated act of harassment whose purpose or effect is a deterioration of working conditions likely to violate rights and dignity, impair physical health, or compromise professional future will be subject to disciplinary action.

Finally, no employee may be disciplined, dismissed, or subjected to discriminatory measures for having undergone or refused to undergo the acts or behaviors defined above, or for having witnessed such acts or behaviors, reported them, or reported them to their superiors.

## **Commitment**

Within the framework of this Code of Conduct, the manager refers to the project manager, the site manager, or the construction manager in the context of the activities of service providers. Managers at all levels are responsible for upholding the company's commitment to implementing environmental, social, health and safety (ESHS) standards and occupational health and safety (OHS) requirements, as well as preventing and responding to Gender-Based Violence (GBV), including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH), and Violence Against Children (VAC). This means that managers have a significant responsibility to create and maintain an environment that respects these standards and helps prevent GBV/SEA/SH and VAC. They must support and promote the implementation of the company's Code of Conduct. To this end, they must comply with the Manager's Code of Conduct and sign the Individual Code of Conduct. In doing so, they commit to supporting the implementation of the Corporate Environmental and Social Management Plan (PGESI) and the Occupational Health and Safety Standards Management Plan (OHS), as well as developing systems that facilitate the implementation of the GBV/SEA/HS and VCE Action Plan. They must ensure a safe workplace as well as an environment free of GBV/SEA/HS and VCE both in the workplace and within local communities. These responsibilities include, but are not limited to:

### **Implementation**

- Ensure maximum effectiveness of the Corporate Code of Conduct and the Individual Code of Conduct:
- Visibly display the Corporate Code of Conduct and the Individual Code of Conduct in worker camps, offices, and public areas within the workplace. Examples of such areas include waiting, rest, and site reception areas, canteens, and healthcare facilities;



- Ensure that all posted and distributed copies of the Corporate Code of Conduct and the Individual Code of Conduct are translated into the appropriate language used in the workplace.
- Explain the Corporate Code of Conduct and the Individual Code of Conduct to all staff, both orally and in writing
- Ensure that:
  - o All direct reports sign the "Individual Code of Conduct," confirming that they have read and agree to it;
  - o Staff rosters and signed copies of the Individual Code of Conduct are provided to the HST manager, the Compliance Team (CT), and the client;
- Participate in and ensure staff participate in training, as outlined below; - Establish a mechanism for staff to:
  - Report concerns related to compliance with ESHS standards or HST requirements; and
  - Confidentially report incidents related to GBV/SEA/HS or VCE through the Complaints/Grievances Management Mechanism
- Encourage staff members to report suspected and substantiated issues related to ESHS standards and HST requirements, GBV/SEA/HS or VCE, emphasizing staff accountability to the company and respecting the principle of confidentiality.
- In accordance with applicable laws and to the best of their ability, prevent perpetrators of sexual exploitation and abuse from being hired, rehired, or deployed. Conduct background and criminal record checks on all employees.
- Ensure that when entering into partnership, subcontracting, supplier, or similar agreements, these agreements:
  - o Include as annexes the codes of conduct on ESHS standards, HST requirements, GBV/SEA/HS, and VAC;
  - o Include appropriate language requiring these contracting entities and contracted individuals, as well as their employees and volunteers, to comply with the Individual Code of Conduct; o Expressly state that the failure of these entities or individuals, as applicable, to ensure compliance with ESHS standards and HST requirements; to take preventive measures to combat GBV/SEA/HS and VAC; to investigate related allegations or take corrective action when acts of GBV/SEA/HSV and VAC are committed – all of which constitute not only grounds for sanctions and penalties in accordance with the Individual Codes of Conduct, but also grounds for termination of project employment or service contracts.
- Provide support and resources to the GBV/SEA/HSV and VAC Compliance Team (CT) to create and disseminate internal awareness-raising initiatives through the awareness-raising strategy within the GBV/SEA/HSV and VAC Action Plan.
- Ensure that any GBV/SEA/HSV or VAC issues warranting police intervention are immediately reported to the police, the client, and the World Bank, while respecting the wishes of the victim. - Report and respond to any suspected or actual acts of GBV/SEA/HS and/or VCE in accordance with the Response Protocol, as managers are responsible for enforcing the company's commitments and holding their subordinates directly accountable for their actions.
- Ensure that any major incident related to ESHS standards or HST requirements is immediately reported to the client and the engineer overseeing the work.
- Managers will ensure that no retaliation (suspension or other sanctions) is taken against individuals who report suspected or actual acts of GBV/SEA/HS/VCE.

### **Training**

#### **Managers are responsible for:**

- Ensuring that the OSH Standards Management Plan is implemented, accompanied by appropriate training for all staff, including subcontractors and suppliers;
- Ensuring that staff have an adequate understanding of the OSHMP and receive the necessary training to implement its requirements.

All managers are required to complete a manager induction course before commencing work on site to ensure they are aware of their roles and responsibilities regarding compliance with both GBV/SEA/HS and VAC aspects of these Codes of Conduct. This training will be separate from the pre-service training



required of all employees and will provide managers with the appropriate understanding and technical support needed to begin developing the Action Plan to address GBV/SEA/HS and VAC issues. Managers are required to attend and contribute to the monthly training sessions conducted within the project and delivered to all employees. They will be required to present the training and self-assessments, including encouraging the compilation of satisfaction surveys to assess satisfaction with the training and to provide advice on how to improve its effectiveness.

Ensure that time is allocated during working hours for staff, before commencing work on site, to attend the mandatory induction training provided within the project, covering the following topics: - OHS requirements and ESHS standards; and - GBV/SEA/HS and VCE.

During civil works, ensure that staff receive ongoing training on OHS requirements and ESHS standards, as well as the mandatory monthly refresher course required for all employees to address the increased risk of GBV/SEA/HS and VCE.

#### Response

Managers must take appropriate action to respond to any incident related to ESHS standards or HST requirements.

Regarding GBV/SEA/HS and VAC:

- Provide input into the GBV/SEA/HS and VAC Allegations Procedures and Response Protocol developed by the Compliance Team (CT) as part of the approved GBV/SEA/HS and VAC Action Plan: - Once adopted by the company, managers must implement the Accountability and Confidentiality measures set out in the GBV/SEA/HS and VAC Action Plan to maintain confidentiality regarding the identity of employees who report or (allegedly) commit acts of GBV/SEA/HS and VAC (unless a breach of confidentiality is necessary to protect persons or property from serious harm or if required by law); - If a manager has concerns or suspicions about any form of GBV/SEA/HS or VCE committed by one of his/her direct reports or by an employee working for another company in the same workplace, he/she is required to report the case by referring to the Complaints/Grievances Management Mechanism; - Once a sanction has been determined, the managers concerned are expected to be personally responsible for ensuring that it is effectively implemented, within a maximum of 14 days following the date on which the sanction decision was issued;

- If a manager has a conflict of interest due to personal or family relationships with the survivor(s) and/or the perpetrator of the violence, they must inform the company concerned and the Compliance Team (CT). The company will be required to designate another manager who has no conflict of interest to handle complaints;

- Ensure that any GBV/SEA/HSV or VAC issues that warrant police intervention (after obtaining the survivor's consent) are immediately reported to the police, the client, and the World Bank.

Managers who fail to address incidents related to ESHS standards or HST requirements, or who fail to report incidents related to GBV/SEA/HSV and VAC, or who fail to comply with the provisions related to GBV/SEA/HSV and VAC, may be subject to disciplinary action, which will be determined and issued by the Chief Executive Officer (CEO), the Managing Director, or an equivalent senior manager of the company. These measures may include:

- Informal warning;
- Formal warning;
- Additional training;
- Loss of up to one week's pay;
- Suspension from employment (without pay), for a minimum period of one month and a maximum period of six months;
- Referral to the police or other authorities, if necessary, only with the survivor's consent. - Termination of employment.



Finally, failure by company managers or the CEO to effectively address ESHS and STI non-compliance, and to address GBV/SEA/STI and VCE in the workplace, may result in legal action before national authorities.

I hereby acknowledge that I have read the above Manager's Code of Conduct, agree to comply with the standards contained therein, and understand my roles and responsibilities in preventing and responding to ESHS, STI, GBV/SEA/STI, and VCE requirements. I understand that any action inconsistent with the Manager's Code of Conduct or failure to act in accordance with this Manager's Code of Conduct may result in disciplinary action.

Signature \_\_\_\_\_

Name (all letters): \_\_\_\_\_

Title: \_\_\_\_\_

Date : \_\_\_\_\_



### **(iii) INDIVIDUALS (WORKERS AND VISITORS) CODE OF CONDUCT**

#### **DEFINITIONS OF TERMS**

**Sexual Exploitation and Abuse (SEA):** Any abuse or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting financially, socially, or politically from the sexual exploitation of another person. Sexual abuse is defined as "the actual or threatened physical intrusion of a sexual nature, by force, under duress, or under unequal conditions." Women, girls, boys, and men may be subjected to sexual exploitation and abuse. In World Bank-financed projects, project beneficiaries or members of project-affected populations may be subjected to sexual exploitation and abuse.

**Sexual Harassment (SH):** Any sexual advance, request for sexual favors (e.g., making promises of favorable treatment or threats of unfavorable treatment based on sexual acts), and any other unwanted verbal or physical behavior or gesture of a sexual nature that could reasonably be perceived to offend or humiliate another person, when such behavior disrupts work, is made a condition of employment, or creates an intimidating, hostile, or offensive work environment. Sexual harassment is not always explicit or obvious; it can include implicit and subtle acts, but it always involves power and gender dynamics in which a person in power uses their position to harass another based on their gender. Sexual behavior is unwanted when the person subjected to it deems it undesirable (e.g., looking someone up and down, kissing or blowing kisses; making sexual innuendos by making noises; brushing against someone; whistling and catcalling; giving personal gifts). Both women and men can experience SH.

**Perpetrator/Aggressor:** The person(s) who commit(s) or threaten(s) to commit an act(s) of GBV/SEA/HS or VAC.

**Survivor(s):** The person(s) negatively affected by GBV, SEA, or HS.

**Site:** The location where infrastructure development work is taking place for the project. The site of consultancy assignments is the location/sites where they are carried out.

**Consent:** is the informed choice underlying a person's free and voluntary intention, acceptance, or agreement. Consent cannot be obtained when such acceptance or agreement is obtained by threats, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if the national law of the country where the Code of Conduct is introduced considers consent to be a lower age. Lack of knowledge of the child's age and the child's consent cannot be invoked as a defense.

**Consultant:** Any organization or individual that has been contracted to provide consulting services for the project and has hired managers and/or employees to perform this work.

**Employee:** Any person who provides labor to the contractor or consultant in the country, on or off the project site, under a contract or employment agreement for remuneration, performed formally or informally (including unpaid interns and volunteers), without responsibility for management or supervision of other employees.

**Child:** A term used interchangeably with the term "minor," which refers to a person under the age of 18. This is in accordance with Article 1 of the United Nations Convention on the Rights of the Child.



**Contractor:** Any business, corporation, organization, or other institution that has been awarded a contract to provide construction services for the project and has hired managers and/or employees to perform this work. This includes subcontractors hired to perform activities on behalf of the contractor.

**Site environment:** The "project area of influence," which is any location, urban or rural, directly affected by the project, including human settlements.

**Sexual Exploitation:** This is defined as the abuse of a position of vulnerability, authority, or trust for sexual purposes, particularly for financial, social, or political gain.

**Manager (project manager):** Any person providing labor to a company or consultant, on or off-site, under a formal or informal employment contract and in exchange for a salary, with responsibility for controlling or directing the activities of a company's or consultant's team, unit, division, or similar entity, and with responsibility for supervising and managing a predefined number of employees.

**Occupational Health and Safety (OHS):** A set of measures designed to protect the safety, health, and well-being of those working or employed on the project. Compliance with these standards at the highest level is a fundamental human right that should be guaranteed to every worker.

**Complaints and Grievance Mechanism (CGM):** A process established by a project to receive and address complaints.

**Accountability and Confidentiality Measures:** Refers to the preservation of the privacy and confidentiality of the survivor at all stages of the intervention by ensuring that the identity of those involved is respected. The measures established hold contractors, consultants, and the client accountable for implementing a fair system for addressing GBV, SEA, and SH cases.

**Environmental, Social, Health, and Safety (ESHS) Standards:** A general term covering issues related to the project's impact on the environment, communities, and workers.

**Corporate Environmental and Social Management Plan (PGESE):** The plan prepared by the company that describes how it will carry out construction activities, in accordance with the project's Environmental and Social Management Plan (PGES).

**GBV/SEA/HS and VAC Allegations Procedure:** The prescribed procedure for reporting GBV/SEA/HS or VAC incidents.

**Child Protection:** An activity or initiative aimed at protecting children from all forms of harm, particularly those resulting from VAC.

**Intervention Protocol:** Mechanisms in place to respond to GBV/SEA/HS and VAC incidents.

**Sexual Solicitation of Children:** These behaviors allow an abuser to gain the trust of a child for sexual purposes. This allows an offender to establish a relationship of trust with the child and then seek to sexualize that relationship.

**Online child solicitation:** This is the sending of electronic messages with indecent content to a recipient believed by the sender to be a minor, with the intention of inducing the recipient to engage in or submit to sexual activity.

**Survivors:** Individual(s) negatively affected by GBV/SEA/SH or VAC. Women, men, and children can be survivors of GBV/SEA/SH; only children can be survivors of VAC.



Gender-Based Violence (GBV): An umbrella term that refers to any harmful act perpetrated against a person's will and based on societal differences between men and women (gender). It includes acts that cause physical, sexual, or psychological harm or suffering, threats of such acts, coercion, and other forms of deprivation of liberty. These acts can occur in the public or private sphere (Inter-Agency Standing Committee (IASC), 2015).

The six main types of GBV are:

- Rape: Nonconsensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.
- Sexual assault: Any form of nonconsensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.
- Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.
- Physical assault: an act of physical violence that is not sexual in nature. Examples: hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.
- Forced marriage: the marriage of an individual against their will.
- Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.
- Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples: threats of physical or sexual violence, intimidation, humiliation, enforced isolation, harassment, stalking, unwanted solicitation, remarks, destruction of cherished possessions, etc.

Child: a term used interchangeably with the term "minor," which refers to a person under the age of 18.

This is in accordance with Article 1 of the United Nations Convention on the Rights of the Child.

Consent: The informed choice underlying a person's free and voluntary intention, acceptance, or agreement. Consent cannot be obtained when such acceptance or agreement is obtained by threats, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if the national law of the country where the Code of Conduct is introduced considers consent to be a lower age. Lack of knowledge of the child's age and the child's consent cannot be invoked as a defense.

Violence Against Children (VAC): Physical, sexual, emotional, and/or psychological harm, neglect, or negligent treatment of minor children (i.e., children under the age of 18). This includes the use of children for profit, labor, sexual gratification, or any other personal or financial gain. It also includes other activities such as the use of computers, mobile phones, video devices, digital cameras, or any other means to exploit or harass children or to access child pornography.

Trafficking in persons: The recruitment, transportation, harboring, or receipt of persons by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation includes, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude, or the removal of organs.

## PRINCIPLES, MORAL VALUES, ETHICS, AND ATTITUDES TO BE RESPECTED



Project workers and all project implementation stakeholders are obligated to respect the principles and moral values to facilitate academic and professional life and to protect learners from all forms of abuse, including gender-based violence (GBV), sexual exploitation and abuse (SEA), sexual harassment (SH), and violence against children (VCE).

The following acts of discrimination, harassment, and violence are strictly prohibited and severely punished for all project stakeholders (members of the educational community).

1. Any act of discrimination in interactions with project beneficiaries or members of the local community, or between staff (of the host company, training center, etc.) based on race, color, sex, age, religion, language, marital status, family status, political belief, national, ethnic, or social affiliation, physical or mental disability, birth, sexual orientation, gender identity, or any other status.
2. Any act of sexual harassment, or inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate language or behavior.
3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual harm, the threat of such acts, coercion, and deprivation of liberty.
4. Any act of exploitation or abuse of power, including sexual exploitation and abuse, such as the exchange of money, employment, goods, or services for sex, which includes sexual favors or other forms of humiliating, degrading, or abusive behavior.
5. The employment and exploitation of children within the company, which includes sexual abuse or other inappropriate behavior towards children, including sexual intercourse and early marriage; In addition, the safety and protection of children in the project areas and also in the surroundings of the project must also be ensured.

The commission of the prohibited acts listed above will be immediately punished by dismissal upon first discovery of the misconduct, with the transmission of the characteristic elements of the misconduct for legal proceedings by the competent public authority if reported (with the informed consent of the survivor).

In addition, any repeated act of harassment whose purpose or effect is a deterioration of working conditions likely to violate rights and dignity, impair physical health, or compromise professional future will be subject to disciplinary action.

Finally, no employee may be disciplined, dismissed, or subjected to discriminatory measures for having undergone or refused to undergo the acts or behaviors defined above, or for having witnessed such acts or behaviors, reported them, or reported them to their superiors.

### **Commitment**

I, the undersigned, \_\_\_\_\_, acknowledge the importance of complying with Environmental, Social, Health, and Safety (ESHS) standards, adhering to the project's Occupational Health and Safety (OHS) requirements, and preventing GenderBased Violence (GBV), including Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH), and Violence Against Children (VAC).

The project considers that failure to comply with ESHS standards and HST requirements, or failure to participate in activities to combat GBV and VAC, whether in the workplace or its surroundings (worker camps, neighboring communities), constitutes serious misconduct and is therefore subject to sanctions, penalties, or possible dismissal. Police action may be taken against perpetrators of GBV/SEA/SH or VAC, if necessary.

While working on the project, I agree to:

- Attend and actively participate in training courses related to ESHS standards, occupational health and safety (OHS), HIV/AIDS, GBV/SEA/HS, and VCE requirements, as required by my employer;
- Wear my Personal Protective Equipment (PPE) at all times in the workplace or during project-related activities;
- Take all practical steps to implement the Corporate Environmental and Social Management Plan (CESMP);



- Implement the HST Management Plan;
- Adhere to a zero-tolerance policy regarding the consumption of alcohol while on the job and refrain from using narcotics or other substances that may impair my ability to drive at any time;
- Allow the police to conduct background checks on me;
- Treat women, children (persons under the age of 18), and men with respect, regardless of their race, color, language, religion, political or other opinion, national, ethnic, or social origin, wealth, disability, citizenship, or any other status;
- Refrain from addressing women, children, or men with language or behavior that is inappropriate, harassing, abusive, sexually provocative, degrading, or culturally inappropriate;
- Not engage in sexual harassment (e.g., making unwanted sexual advances, requesting sexual favors, or engaging in any other verbal or physical behavior of a sexual nature, including subtle acts of such behavior (e.g., looking someone up and down; kissing or blowing kisses; making sexual innuendos by making noises; brushing against someone; whistling; giving personal gifts; making comments about someone's sex life, etc.);
- Not engage in sexual favors (e.g., making promises or conditioning favorable treatment or sexual acts) or other forms of humiliating, degrading, or abusive behavior;
- Not engage in sexual contact or activities with children (including the malicious solicitation of children) or contact through digital media; lack of knowledge of the child's age cannot be used as a defense; nor can the child's consent constitute a defense or excuse;
- Not engage in relationships with children under the age of 18, including marrying a girl under the age of 18;
- Unless full consent is obtained from all parties involved, not engage in sexual interactions with members of neighboring communities; this definition includes relationships involving the refusal or promise to actually provide a benefit (monetary or non-monetary) to community members in exchange for sexual activity – such sexual activity is deemed "non-consensual" under this Code;
- Report through the Complaints/Grievances Mechanism or to my manager/project manager any suspected or proven case of GBV/SEA/SM or VAC committed by a coworker, whether or not they are employed by my company or the project, or any violation of this Code of Conduct.

With respect to children under the age of 18:

- Where possible, ensure the presence of another adult when working near children.
- Do not invite unaccompanied, unrelated children into my home unless they are at immediate risk of injury or physical danger;
- Do not use computers, mobile phones, video devices, digital cameras, or any other media to exploit or harass children or to access child pornography (see also the section "Use of Images of Children for Employment" below);
- Refrain from corporal punishment or disciplinary measures against children;
- Refrain from hiring children under the age of 14 for domestic work or any other work, unless national law sets a higher age or exposes them to a significant risk of injury;
- Comply with all local laws, including labor laws related to child labor and the World Bank's child labor standards and Minimum age;
- Take the necessary precautions when photographing or filming children.

#### Use of Images of Children for Professional Purposes

When photographing or filming a child for professional purposes, I must:

- Before photographing or filming a child, assess and strive to respect local traditions or restrictions regarding the reproduction of personal images;
- Before photographing or filming a child, obtain the informed consent of the child and a parent or guardian; to do this, I must explain how the photograph or film will be used;
- Ensure that photographs, films, videos, and DVDs depict children in a dignified and respectful manner, and not in a vulnerable or submissive manner; children must be appropriately dressed and not pose in a manner that could be considered sexually suggestive;



- Ensure that images are honest representations of the context and facts;
- Ensure that file labels do not reveal information that could identify a child when sending images electronically.

#### Sanctions

I understand that if I violate this Individual Code of Conduct, my employer will take disciplinary action, which may include:

- Informal warning;
- Formal warning;
- Additional training;
- Loss of up to one week's pay;
- Suspension of the employment relationship (without pay), for a minimum period of one month and a maximum period of six months; - Dismissal.
- Reporting to the police, if applicable.

#### Final Commitment

I understand that it is my responsibility to ensure that Environmental, Social, Health, and Safety standards are respected. I will comply with the Occupational Health and Safety Management Plan. I will avoid acts or behaviors that could be interpreted as GBV/SEA/HS and VCE. Any such act will constitute a violation of this Individual Code of Conduct. I hereby acknowledge that I have read the aforementioned Individual Code of Conduct, agree to comply with the standards contained therein, and understand my roles and responsibilities in preventing and responding to cases related to ESHS standards, HST requirements, GBV/SEA/HS, and VCE. I understand that any action inconsistent with this Individual Code of Conduct or failure to act in accordance with this Individual Code of Conduct may result in disciplinary action and may impact my continued employment.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix 6: Notification form and rapid incident report and action plan > XX

RAPID INCIDENT NOTIFICATION AND REPORT FORM AND ACTION PLAN (NOT APPLICABLE TO GENDER-BASED VIOLENCE)		
<b>IDENTIFICATION DE L'INCIDENT</b>		
Projet:		
<b>Incident:</b>	Provide the type	
<input type="checkbox"/> Environnemental		
<input type="checkbox"/> Social		
<input type="checkbox"/> Health and safety at work		
Date and time of incident:		
Place of occurrence:		
Source of incident/accident information:		
Appendix: Documents relating to the event/incident: Attach all relevant documents to the report and name them here		
<b>DESCRIPTION OF THE INCIDENT</b>		
<b>Incident severity level</b>	<b>Geographic scope of the incident</b>	<b>Relationship to the project</b>
<input type="checkbox"/> Indicative	<input type="checkbox"/> Capital	<input type="checkbox"/> Related to the project
<input type="checkbox"/> Serious	<input type="checkbox"/> Region	<input type="checkbox"/> Not related to the project
<input type="checkbox"/> Grave		
<b>Detailed description of the incident</b> Don't repeat the information about what the incident was, when it occurred, and where it occurred, as this is already more detailed. Focus on providing information about how the incident occurred and its causes, including whether it could have been avoided (because measures were in place) or was a random event.		
<b>INCIDENT RESPONSE ACTIONS</b>		
<b>Status of the resolution</b>	<b>Explain</b>	
<input type="checkbox"/> Resolution		
<input type="checkbox"/> In the process of being solved		
<input type="checkbox"/> There is a need for emergency intervention on the ground		
<input type="checkbox"/> There is no need for emergency intervention on the ground.		



<input type="checkbox"/> Others			
<b>Description of the response given to the event/incident</b>			
	<b>Description including date</b>	<b>Measures taken by whom</b>	
<b>For the case of an incident in general:</b>			
a. Emergency measures			
b. Follow-up measures			
c. Other relevant information			
<b>In the event of an accident:</b>			
a. Mobilization around the accident, information to the competent authorities			
b. Care of the injured			
c. Funeral arrangements and insurance			
d. Follow-up measures			
e. Other relevant information			
<b>IMPACT ON THE PROJECT</b>			
<b>Does the event affect the performance of the work/activity?</b>		<b>Are additional resources needed to investigate, assess, or resolve the incident?</b>	
<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO <input type="checkbox"/> OTHERS (explain)
<b>RECURRENCE OF SIMILAR INCIDENTS</b>			
<input type="checkbox"/> NO			
<input type="checkbox"/> YES		If yes, number of times:	
		In case of recurrence, indicate the period during which the incidents/accidents occurred again	
<b>OTHER CONSIDERATIONS</b>			
<b>CORRECTIVE ACTION PLAN FOR THE INCIDENT/ACCIDENT</b> Add the necessary lines			



Description/ cause of the incident	Corrective measures	Implementation Manager(s)	Date limite
<b>REPORT AND ACTION PLAN PREPARED BY:</b>			
Name			
Signature		Date	
Name			
Signature		Date	



## UNIT PRICE SCHEDULE (BPU)

OF THE CONSTRUCTION OF A NEW CATCHMENT AND TWO ADDITIONAL WATER TANKS TO  
REINFORCE POTABLE WATER SUPPLY IN MELUF VILLAGE, IN KUMBO MUNICIPALITY, BUI  
DIVISION, NORTH WEST REGION

CODE	Description of Works	Unit	Unit Cost	UNIT PRICE IN WORDS
<b>1.0</b>	<b>PRELIMINARY WORKS</b>			
1.01	Site installation (Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures)	LS		
1.02	Preparation of working documents (before and after construction)	LS		
	<b>Total 1.0</b>			
<b>2.0</b>	<b>CONSTRUCTION WORKS</b>			
2.01	Construction of a 20m <sup>3</sup> tank	U		
2.02	Construction spring catchment intake collection chamber	U		
2.02	Construction one low point	U		
	<b>TOTAL 2.00</b>			
<b>3.0</b>	<b>PIPING NETWORK FOR WATER TRANSPORTATION AND DISTRIBUTION</b>			
3.01	Excavation and backfilling of pipeline	ml		
3.05	Supply and laying of Panaflex O63 NP10	ml		
3.05	Supply and laying of Panaflex O50 NP10	ml		
3.06	Supply and laying of Panaflex O40 NP10	ml		
	<b>Total 4.00</b>			
<b>4.0</b>	<b>ENVIRONMENTAL MITIGATION MEASURES</b>			
<b>4.0</b>	<b>ENVIRONMENTAL AND SOCIAL SAFEGUARD MEASURES</b>			
4.01	Production of Codes of Conduct for workers	ml		
4.02	Sensitization and training of communities and workers on Gender Based violence/HIV-AIDS	LS		
4.03	Water quality test after construction. These include physico-chemical and bacteriological analyses of the sampled water	U		
4.04	Production and implantation of pipeline indicators in reinforced concrete every 100m.	ml		
4.04	Cleaning and disinfection of pipeline	LS		



405	Demarcation and protection of catchment fencing with barbed wire fastened to galvanised poles with three lines and planting of water friendly trees	LS		
406	Metallic funders information plate of 20x40cm	ls		
SUB TOTAL 400				
500	<b>PROJECT SUSTAINABILITY</b>			
501	Formation of water Management committee and training of two water caretakers and provision of tool kits and water management guide	session		
502	Supply of a complete tool box and spare parts (List of tools and spare parts to be obtained at the Divisional Delegation of MINEE). Equipment to be officially handed to the Chairman of the WMC by the Divisional Delegate of MINEE during the Provisional Reception.	U		
	<b>TOTAL 600</b>			



# FRAMEWORK OF QUANTITATIVE AND ESTIMATED DETAIL

FOR THE CONSTRUCTION OF A NEW CATCHMENT AND TWO ADDITIONAL WATER TANKS TO  
REINFORCE POTABLE WATER SUPPLY IN MELUF VILLAGE, IN KUMBO MUNICIPALITY, BUI  
DIVISION, NORTH WEST REGION

CODE	Description of Works	Unit	Qty	Unit Cost	Total amount
<b>100</b>	<b>PRELIMINARY WORKS</b>				
101	Site installation (Installation of project signboard, acquisition of worksite office, store and lodging places for personnel, general site cleaning and implantation, demolition of temporary structures)	LS	1		
102	Preparation of working documents (before and after construction)	LS	1		
	<b>Total 100</b>				
<b>200</b>	<b>CONSTRUCTION WORKS</b>				
201	Construction of a 20m <sup>3</sup> tank	U	1		
202	Construction spring catchment intake collection chamber	U	3		
202	Construction one low point	U	1		
	<b>TOTAL 200</b>				
<b>300</b>	<b>PIPING NETWORK FOR WATER TRANSPORTATION AND DISTRIBUTION</b>				
301	Excavation and backfilling of pipeline	ml	5,400		
305	Supply and laying of Panaflex O63 NP10	ml	1,000		
305	Supply and laying of Panaflex O50 NP10	ml	3,850		
306	Supply and laying of Panaflex O40 NP10	ml	550		
	<b>Total 400</b>				
<b>400</b>	<b>ENVIRONMENTAL MITIGATION MEASURES</b>				
<b>400</b>	<b>ENVIRONMENTAL AND SOCIAL SAFEGUARD MEASURES</b>				
401	Production of Codes of Conduct for workers	ml	100		
402	Sensitization and training of communities and workers on Gender Based violence/HIV-AIDS	LS	1		
403	Water quality test after construction. These include physico-chemical and bacteriological analyses of the sampled water	U	1		



404	Production and implantation of pipeline indicators in reinforced concrete every 100m.	ml	54		
404	Cleaning and disinfection of pipeline	LS	1		
405	Demarcation and protection of catchment fencing with barbed wire fastened to galvanised poles with three lines and planting of water friendly trees	LS	1		
406	Metallic funders information plate of 20x40cm	ls	1		
SUB TOTAL 400					
500	<b>PROJECT SUSTAINABILITY</b>				
501	Formation of water Management committee and training of two water caretakers and provision of tool kits and water management guide	session	1		
502	Supply of a complete tool box and spare parts (List of tools and spare parts to be obtained at the Divisional Delegation of MINEE). Equipment to be officially handed to the Chairman of the WMC by the Divisional Delegate of MINEE during the Provisional Reception.	U	1		
	<b>TOTAL 600</b>				
	<b>GENERAL TOTAL WITHOUT TAXES</b>				
	<b>TVA 19.25%</b>				
	<b>IR 2.2%</b>				
	<b>TOTAL TTC</b>				
	<b>NET PAYMENT</b>				







*[For lump- sum contracts- Delete if not applicable]*

*[For lump- sum contracts- Delete if not applicable]*

[illegible]

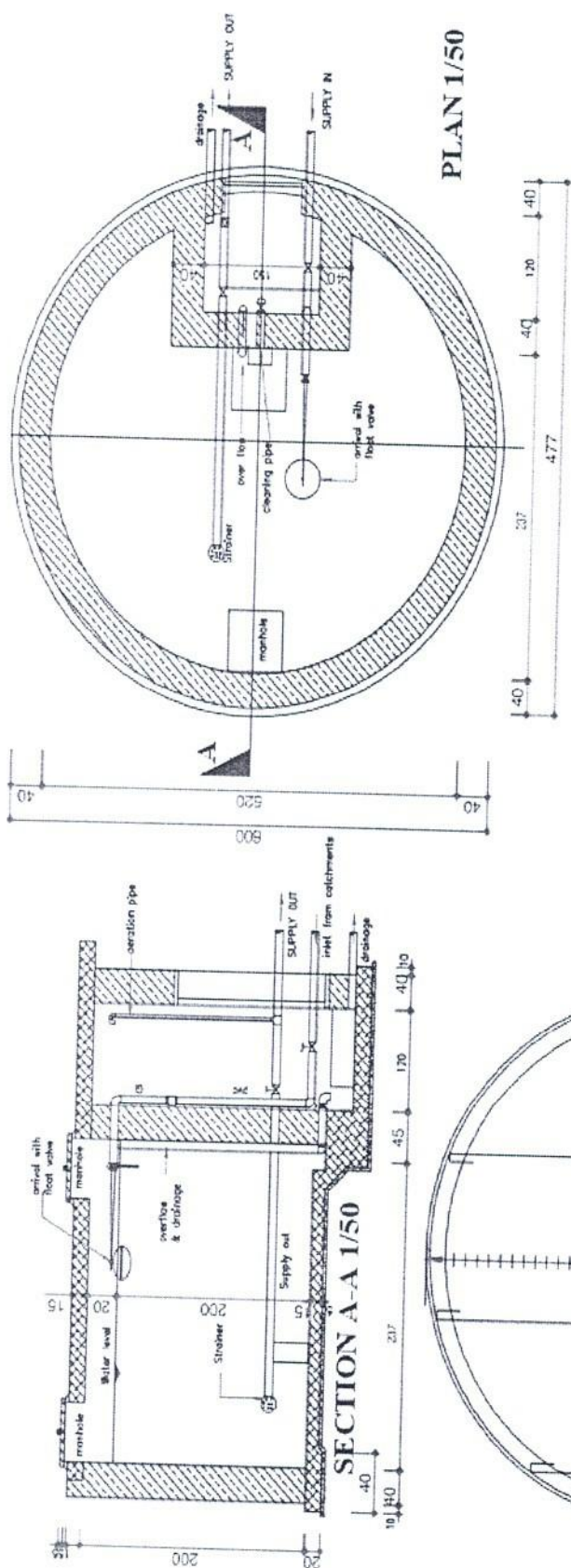
# Technical Proposal

The Company must provide:

- The names and details of key personnel qualified to perform the Contract
- Adequate information to clearly demonstrate their capacity to meet the key equipment requirements of the Contract
- Information on the site organization
- The method of execution of the Works
- The mobilization and construction schedule - A summary of other information, if any, that the Company deems relevant.





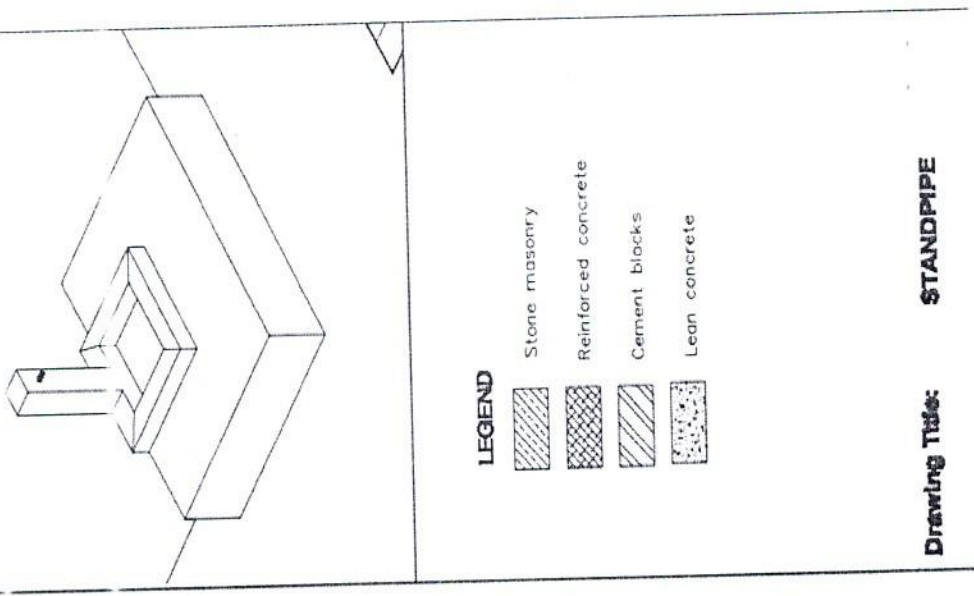
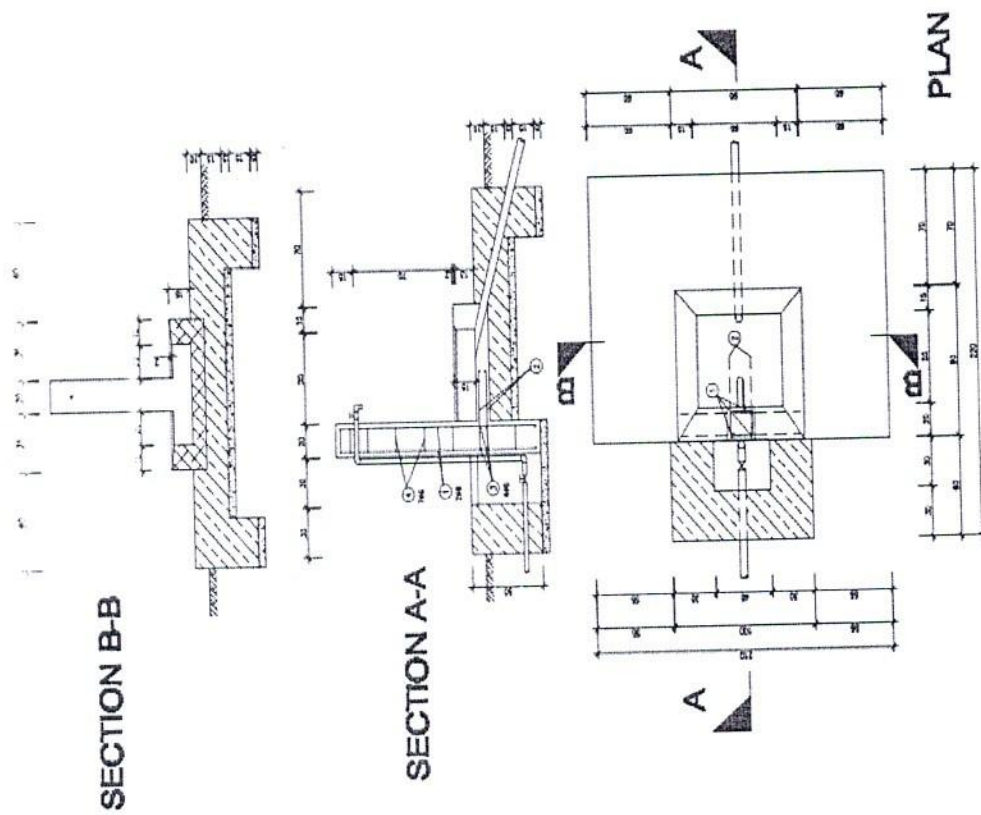


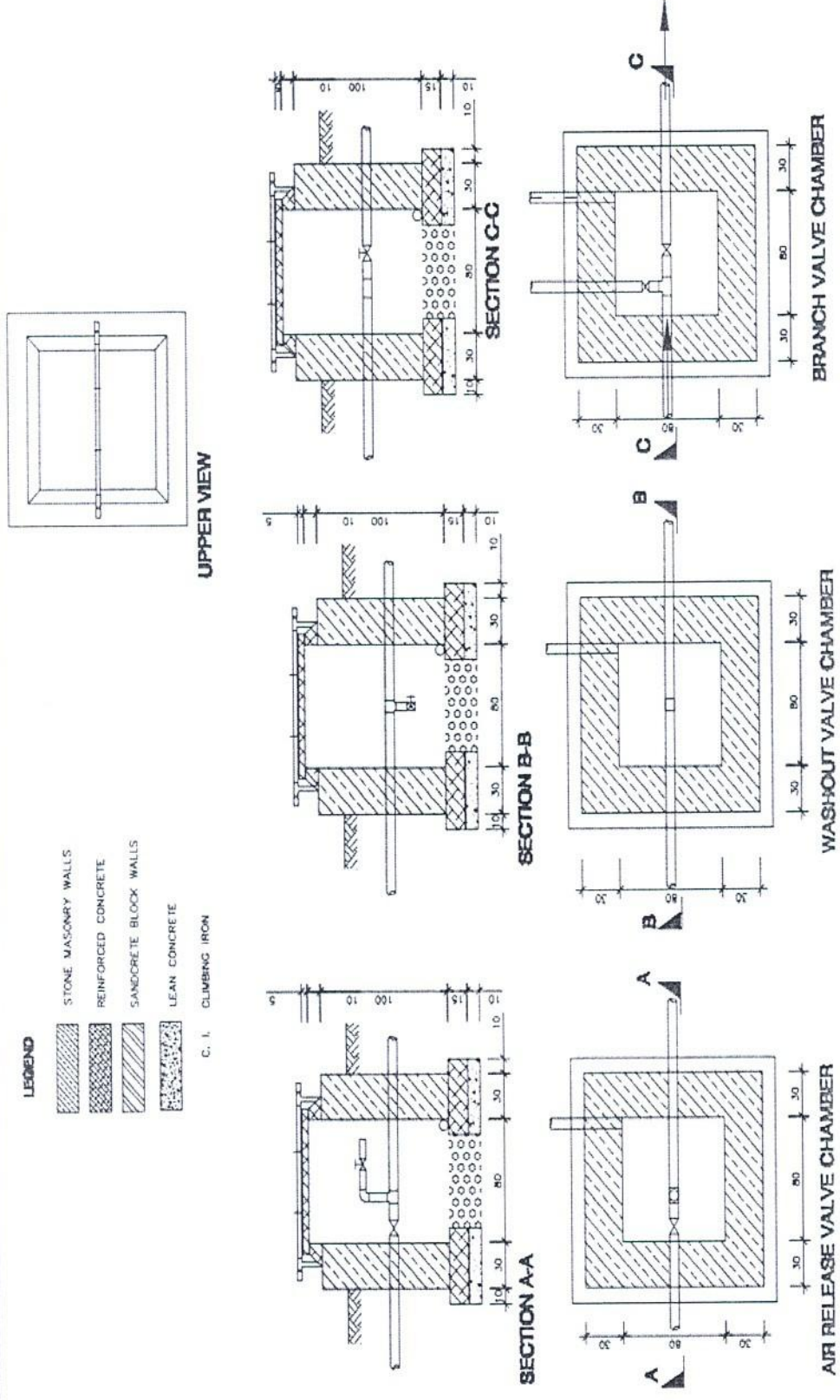
LEGEND

	STONE MASONRY WALLS
	REINFORCED CONCRETE
	STONE MASONRY WALLS
	LEAN CONCRETE

PROJECT : KINGOMEN WATER SUPPLY  
KUMBO SUBDIVISION  
ROOF SLAB REINFORCEMENT STORAGE TANK 20m<sup>3</sup>  
UNITS: cm SCALE 1/50, 1/10







Date: July 2013



## ANNEX 2: Quotation Forms

### Contractor Quotation Form

From:	<i>[Insert Contractor's name; in case of a joint venture, specify the name of the joint venture]</i>
Contractor's Representative:	<i>[Insert name of Contractor's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Contractor's address]</i>
Email:	<i>[Insert Contractor's email address]</i>

To:	<i>[Insert Employer's name]</i>
Employer's Representative:	<i>[Insert name of Employer's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Employer's address, including email]</i>
RFQ Ref No.:	
Date of Quotation:	

Dear *[insert name of Employer's Representative]*:

#### **SUBMISSION OF QUOTATION 1. Conformity and No Reservations**

In response to the above named RFQ, we offer to execute the Works as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

#### **2. Eligibility**

We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations.

#### **3. Suspension and Debarment**

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group

in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

#### 4. Quotation Price

The total price of our offer is *[Insert one of the options below as appropriate]* *[Option 1, in case of one lot:]* Total price is: *[insert the total quoted price in words and figures, indicating the various amounts and the respective currencies];* Or *[Option 2, in case of multiple lots:]* (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];* (c) Cross-discount for award of more than one lot *[indicate any cross discounts]*

#### 5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

#### 6. Performance Security *[delete if performance security is not required]*

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

#### 7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

*[If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount

#### 8. Not Bound to Accept

We understand that you reserve the right to:

- accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Contractors.



## 9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Contractor:

Name of the person duly authorized to sign the Quotation on behalf of the Contractor:

*[insert complete name of person duly authorized to sign the Quotation]\**

Title of the person signing the Quotation: *[insert complete title of the person signing the Quotation]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\* The power of attorney shall be attached to the Quotation.

Drawings