Section VII - 1
REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

REPUBLIC OF CAMI ROON PEACE- WORK-FAHE LAND

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 FOUNDED OF THE USE OF THE STATE OF THE STATE

MINISTRY OF DECENTR LISATION AND LOCAL DEVELO MENT

NORTH WEST REGI N

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11 E-mail:kuc_tobin@yahoo.com Web site:www.kumbocouncil.info

PROCUREMENT OF SMALL WORKS KUMBO COUNCIL INTERNAL TENDERS B)ARD

REQUEST FOR QUOTATICNS

NO: 009/RFQ/KC/KCITB/MINDDEVEL/PROLOG/NWR 2025 OF 01ST SEPTEMBER 2025 FOR THE CONSTRUCTION OF A WATER TANK AT KILUM FOREST WATER CATCH MENT AND EXTENSION OF PIPE BORN WATER TO ALL THE QUARTERS OF TADU VILLAGE, IN KUMBO MUNICI 'ALITY BUI DIVISION, NORTH WEST REGION

Project Name: Local Governance and Resilient Communities Project ('ROLOG

Project Owner: Mayor of Kumbo Council

Country: Cameroon

Funding: IDA No. 72130-CM

STEP Contract Reference No.:

Issued on:

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REPUBLIQUE DU CAMEROUN PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET DEVELOPPEMENT LOCALE

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PROCUREMENT OF SMALL WORKS

KUMBO COUNCIL INTERNAL TENDERS BOARD

REQUEST FOR QUOTATION NO: 00%/RFQ/KC/KCITB/MINDDEV ;L/ PROLOG/NWR/2025 OF 02ND SEPTEMBER 2025 FOR THE CONSTRUCT ON OF A WATER TANK AT KILUM FOREST WATER CATCHMENT AND EXTENSI IN OF PIPE BORN WATER TO ALL THE QUARTERS OF TADU VILLAGE, IN KI MBO 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 o' the LOCAL GOVERNANCE AND RESILIENT COMMUNITIES PROJECT (PROLOG) and intends o use a portion of the amount of this credit to make the authorized payments under the Contract for whi h this Request
- 2. The execution of the said project includes the construction of a water tank at Kilur forest water catchment and extension of pipe born water to all the quarters of Tadu 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 water tank at k ilum forest water catchment and extension of pipe born water to all the quarters of Tadu 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 RFC and Contract performance (in the case of award), and to have them audited by auditors appointed by the Bark.

6. Eligib & Materials, Equipment and Services

The mate lals, 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 represen ative who shall have the authority to conduct all business for and on behalf of any and all the nember of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract during contract execution.

8. A Contr ctor may have the nationality of any country, subject to the restrictions pursuant to paras. 8 and) herein fter. 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 hat 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 Jetermii ation of the nationality of proposed subcontractors or sub consultants for any part of the Contract

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

as a natter of law or official regulations, the Borrower's country prohibits commercial relations with that ountry, provided that the Bank is satisfied that such exclusion does not preclude effective come etition for the supply of goods or the contracting of works or services required; or

b) by at 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 contacting of works or services from that country, or any payments to any country, person, or entity

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

b) Under para. 5 and 8 (b): [insert a list of the countries following approval by the Bank to apply the

A Contractor that has been sanctioned by the Bank, pursuant to the Bank's Anticorruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanction: Framework as described in the appendix to the Contract Conditions (Appendix A) paragraph 2.2 d., sl all 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 is available http://www.worldbank.org/debarr. the Bank's external on

12. Contractors that are state-owned enterprises or institutions in the Employer's country may be eligible

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) oper ite under commercial law; and
- c) are 1 ot under supervision of the Employer.
- A Contractor shall not have a conflict of interest. Any Contractor found to have a conflict of interest shall be disquilified. A Contractor may be considered to have a conflict of interest for the purpose of this Request 'or Quotations process, if the Contractor:
 - a) cirectly or indirectly controls, is controlled by or is under common control with another

- b) receives or has received any direct or indirect subsidy from another Contractor that submitted a Ouotation:
- 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 though comment third parties, that puts it in a position to influence the Quotation of another Contract r, 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 technic l specifications of the works that are the subject of the Request for Quotations process; or
- or any of its affiliates has been hired (or is proposed to be hired) by the Employ or Bor cw : for implementing the Contract; or
- g) would be providing goods, works, or non-consulting services resulting from, or creetly related to consulting services for the preparation or implementation of the project sp cified in this Request for Quotations, that it provided or were provided by any affiliate that direct v or indirect 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 Borre ver (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) re 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 Quotatio s process ar I execution of the Contract.

Performance Security (not applicable) 14.

Tenders must be accompanied by a bid guarantee issued by a first-class bank or a Non-bankin establishment approved by the Ministry of Finance, the list of which appears at the end of the tender documents, for in

Validity of Quotations 15.

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 at ach d 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 itens and prices in the Bill of Quantities.

The rates and prices shall include all duties, taxes, and other levies payable by 1 e Contra 10. under the Contract, as of the date 7 (seven) days prior to the deadline for submission of que ations

Option 2- Lump-Sum contracts

- b) The Contractor shall also fill in a breakdown of its lump-sum price in the attached Activ ty Scheelule. The quoted price shall include all duties, taxes, and other levies payable by the Contro tor und r tl . Contract, as of the date 7 (seven) days prior to the deadline for submission of quotation.]
- 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 o'i choice in addition to the local currency in: _____ [insert the local currency].
 - The currency(ies) of the Quotation and the currency(ies) of payments shall be the same. 18.

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

For administrative files:

Tende or must enclose the following documents with its tender in accordance with Cameroonian

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

n attest tion of non-bankruptcy issued by the court

an attest tion of fiscal conformity valid less than three months

Certifica: d of non-exclusion from public contract

(NPS ce lificate dates less than three months

l eceipt copurchase of the Request of Quotation,

ttestatic i of Bank account of the bidder issued by a bank, or any other first-order credit institution exproved by the Ministry in charge of finance

Attestatic 1 of taxpayer's registration (NIU)

. n Attes .tion of categorization of the Contractor

Site visit ertificate and report signed on honor by the tenderer

groupi g agreement signed by a notary will be required in the case of a grouping.

All of t e above documents must be in order, dated and signed by the competent authorities and dated within 1e last three (03) months. Except:

* CCTP ully initialled on each page, signed and dated on the last page by the Enterprise

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

Note: 1 should be noted that the administrative documents mentioned above must be less than three (03) m 11ths old and be produced in originals or certified copies by the competent issuing authority.

The al ence 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.

2). Clarit cations

Any clarification request regarding this RFQ may be sent in writing to [insert: name and email address

Employ r's representative] before [insert date and time]. The Employer will forward copies of its

response t all Contractors including a description of the inquiry but without identifying its source.

21. Subm sion of Quotations

Invited eligible Bidders may obtain further information from Kumbo council Building, Cell Phone: +2376°)003577, PO BOX: 03, Kumbo; and inspect the bidding document during office hours, Monday

to Frid / between 9am and 3pm (GMT+1).

As soo as the invitation to tender is published, the contract award documents (tender's file) will be made a ailable to all bidders, either at their request to the Kumbo Council or the PROLOG PMU/RCU or via t e internet link indicated in the invitation to tender.

All bid will be accepted only if they present a receipt for payment of 30,000 CFA francs per, nonrefund: le, to the treasury of Kumbo Council.

Tender must be delivered to Kumbo Council, Cell Phone: +237670003577, PO BOX:03 Kumbo

located at Tobin, no later than 24/09/2025 at 10 Am Prompt, in seven (07) copies (including one (01) or ginal and six (06) copies plus a USB key containing the digital PDF and editable version)

in seal 1 envelopes marked:

"REQUES" FOR QUOTATION (RFQ) NO: 009/RFQ/KC/KCITB/MINDDEVEL/PROLOG/NWR/2025 OF 01S | SEPT1 VIBER 2025 FOR THE CONSTRUCTION OF A WATER TANK AT KILUM FOREST WATER 'A I CHMEN.' AND EXTENSION OF PIPE BORN WATER TO ALL THE QUARTERS OF TADU VILLAGE, IN KUMBO MUNICIPALITY, BUI DIVISION, NORTH WEST REGION

NOT TO BE OPENED UNTIL THE COUNTING SESSION"

Submission of tenders by electronic means will not be permitted. Any tender arriving after the 22. leadline 'or submission of tenders will be rejected. Tenders will be opened in the presence of the tenderers' representatives at the above-mentioned address, the 24/09/2025 on at 10am prompt in the conference room of Kumbo Council's Internal Tender's Board.

- The deadline for submission of Quotations is [10:am prompt, 24/09/2025]. 23.
- The address for submission of Quotations is: 24.

Attention: [insert full name of person, if applicable] E-mail address: or link to e-procurement system

Opening of Quotations

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

Evaluation of Quotations 26.

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

- Verification that the Quotation Letter is properly completed, dated, and signed with the sign ttor; 's name and title:
- · Verification that the Unit Price Schedule and the Quantitative and Descriptive (uote are duly 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 discourts offered, if any, after considering all possible combination of lots".

EVALUATION GRID

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

	NB: Only bids with a total of 12 out of 15 yes votes will be account 15 yes.	/15
)	Site v sit report (justi ed with a with photos and a thorough description of the site) Total	Yes/No
	Speci I administrative clauses booklet, initialed on each page, dated and signed on the la t page	Yes/No
8	Environmental and social clauses booklet, initialed on each page, dated and signed on the lat page	Yes/No
	Special technical clauses booklet, initialed on each page, dated and signed on the last	Y es/No
7	Detai ed work schedule with deadlines ≤ one hundred and twenty days (120) days	Yes/No
	Desciption of socio-environmental protection rules (environmental protection, safety, health, and hygiene of site personnel)	Yes/No
	Detai ed technical note concerning the organization of the work	Yes/No
6	Methodology for carrying out the work	1.63/110
	List cr small equipment consistent with the tasks (produce photocopies of purchase invoices or rental invoices)	Yes/No

NB: C ily 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 sing the price in words to make any necessary corrections;
- e reparation of a summary table of quotations based on the amounts corrected for any arithmetic crors, 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 pr vious day quoted.).

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

27. Contract Award

[Select Cither 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 quotati n, and guarantees completion of the Works by the specified date. Option 2- For Multiple Lots

23. The con racts will be awarded to the Contractor or Contractors meeting the eligibility requirements in accor lance with the RFQ, offering a technically compliant quotation, guaranteeing completion of the V orks 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:

MAYOR, KUMBO COUNCIL

Attachments:

Annex 1: Works Requirements

Annex 2: Quotation Form Annex 3: Contract Forms Mhanng Denagus Bongkinung
THE LORD MAYOR

REPUBLIQUE DU CAMEROUN PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION

ET DEVELOPPEMENT LOCALE

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ACHAT DE PETITS TRAVAUX

COMMISSION INTERNE DES PASSATION DE MARCHÉS PUBLICS DU COMMUNE DE KUMBO

REQUEST FOR QUOTATION (RFQ) NO :009/RFQ/KC/KCITB/MINDI EVEL/PROLOG/NWR/2025 DU 01 SEPTEMBRE 2025 POUR LA CONSTRUCTI 'N D'UN RÉSERVOIR D'EAU AU BASSIN VERSANT DE LA FORÊT DE KILU MET L'EXTENSION DU RÉSEAU D'ADDUCTION D'EAU À TOUS LES QUAR IERS I'U VILLAGE DE TADU, SITUE DANS LA COMMUNE DE KUMBO, A LA DEP. RTEMENT DE BUI, DANS LA REGION DU NORD-OUEST

Madame, Monsieur,

1. Demande de devis (RFQ)

Le gouvernement de la République du Cameroun a obtenu de la Banque mondiale l'accor de crédit ID \(\) n° 72130 - CM pour financer le coût du PROJET DE GOUVERNANCE LOC ALE ET LE COMMUNAUTÉS RÉSILIENTES (PROLOG) et a l'intention d'utiliser une partie du mon nt de ce crécit pour effectuer les paiements autorisés dans le cadre du contrat pour lequel la présente de la ande de cev s' est publiée.

- 2. La réalisation dudit projet comprend pour la construction d'un réservoir d'eau au bassi versant de a forêt de kilum et l'extension du réseau d'adduction d'eau à tous les quartiers du vi age de Tuci, 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 Commune de Kumbo a l'intention d'utiliser une partie des sommes accordées u titre du présent accord pour effectuer les paiements prévus dans le contrat relatif pour l'eonstruction d'un réservoir d'eau au bassin versant de la forêt de kilum et l'extension du réseau d'aduction d'e u à tous les quartiers du village de Tadu, situe dans la Commune de Kumbo, a la Dépar ement de Bi, 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 rocédures d sanctions en vigueur, telles qu'énoncées dans le cadre de sanctions du Groupe de la Ban ue mondi de figurant à l'annexe A des conditions contractuelles.
- b) Conformément à cette politique, les entrepreneurs doivent autoriser et faire en sorte ce leurs agents (déclarés ou non), sous-traitants, sous-consultants, prestataires de services, fournisset set personnel autorisent la Banque à inspecter tous les comptes, registres et autres documents relatifs : la demance le

devis et à l'exécution du contrat (en cas d'attribution), et à les faire vérifier par des auc teurs designés 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 I anque peuvent provenir de n'importe quel pays, sous réserve du paragraphe 9. À la demande de l' mploye ir. les entrepreneurs peuvent être tenus de fournir des preuves de l'origine des matériaux, équipements et se vices.

4

Si le contractant est une coentreprise (JV), tous les membres sont solidairement responsable de l'exécution 7. Entrepreneurs éligibles de l'ensemble du contrat conformément aux termes de celui-ci. La JV désigne un repré entant 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 restrictic 1s prévues aux paragraphes 8 et 9 ci-dessous. Un contractant est réputé avoir la nationalité d'un pays s' est cor stitué, enregistré ou enregistré dans ce pays et s'il exerce ses activités conformément aux dis ositions de la législation de ce pays, comme en témoignent ses statuts (ou documents équivalents de onstitut on ou d'association) et ses documents d'enregistrement, selon le cas. Ce critère s'applique galemert à la détermination de la nationalité des sous-traitants ou sous-consultants proposés pour toute partie du contrat,
- 9. Les entreprises et les particuliers peuvent être inéligibles si cela est indiqué au paragraphe 9 cides: ous et
 - a) en vertu de la loi ou de la réglementation officielle, le pays de l'emprunteur intercit les relations commerciales avec ce pays, à condition que la Banque soit convaincue que ette 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 Commune de sécurité des Nations Unies prise en vertu u chapi re \ II de la Charte des Nations Unies, le pays de l'emprunteur interdit toute importation ce biens ou tout contrat de travaux ou de services provenant de ce pays, ou tout paiement à un pay: . une pe son le
 - 10. En référence aux paragraphes 5 et 7, pour information des entrepreneurs, à l'heure actuelle, 1 s entreprises. les biens et les services provenant des pays suivants sont exclus du présent processus de passation de
 - En vertu des paragraphes 5 et 8 (a) : [insérer une liste des pays après approbation par la Banq ie d marchés: l'application de la restriction ou indiquer « aucun »].
 - En vertu des paragraphes 5 et 8 (b) : [insérer une liste des pays après approbation par la Banque d l'application de la restriction ou indiquer « aucun »].
 - 11. Un entrepreneur qui a été sanctionné par la Banque, conformément à ses directives anti orruption, en vertu de ses politiques et procédures de sanctions en vigueur telles que définies dans le cadr : de sanctions du Groupe de la Banque mondiale décrit à l'annexe des conditions contractuelles (annexe &), paragraph : 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, pende it la période déterminée par la Banque. La liste des entreprises et des personnes exclues est disponible ur le site we 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'imployeur na 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
 - e) ne sont pas sous la supervision de l'employeur.

- 13. Un conti ctant 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:
- il con rôle directement ou indirectement, est contrôlé par ou est sous contrôle commun avec un autre (b)
- il reç it ou a reçu une subvention directe ou indirecte d'un autre contractant ayant soumis une (c)
- il a le même représentant légal qu'un autre entrepreneur ayant soumis une offre ;
- entre ent, directement ou par l'intermédiaire de tiers communs, une relation avec un autre entre reneur 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
- ou l't ne de ses filiales a participé en tant que consultant à la préparation de la conception ou des spéci l'cations 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'Emp cunteur pour la mise en œuvre du Contrat ; ou
- fourn rait des biens, des travaux ou des services autres que des services de Commune résultant de, ou (g) directement liés à, des services de Commune pour la préparation ou la mise en œuvre du projet spéci lé dans la présente demande de devis, qui ont été fournis par une filiale qui contrôle directement ou in irectement, est contrôlée par, ou est sous contrôle commun avec cette entreprise; ou
- entre ent des relations commerciales ou familiales étroites avec un membre du personnel profe sionnel de l'Emprunteur (ou de l'agence chargée de la mise en œuvre du projet, ou d'un bénét ciaire d'une partie du prêt) qui : (i) est directement ou indirectement impliqué dans la prépa ation de la demande de devis ou du cahier des charges et/ou dans l'évaluation des devis du Contat en question ; ou (ii) serait impliqué dans la mise en œuvre ou la supervision dudit contrat, à moin que le conflit découlant de cette relation n'ait été résolu d'une manière acceptable pour la Banq le tout au long du processus d'appel d'offres et de l'exécution du contrat. 14. Garanti de bonne exécution (sans objet)

Les offr s doivent être accompagnées d'une garantie de soumission émise par une banque de premier erdre ou in établissement non bancaire agréé par le ministère des Finances, dont la liste d't figure à la fin du do sier d'appel d'offres, pour un montant de francs CFA par lot. 15. Validité les offres

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

16. Prix

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

- a) L' contractant doit également indiquer ses tarifs et prix pour tous les éléments des travaux décrits d'ns 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 c uverts par les tarifs des autres éléments et les prix indiqués dans le devis quantitatif. L's tarifs et les prix doivent inclure tous les droits, taxes et autres prélèvements payables par
 - l' ntrepreneur en vertu du contrat, à la date fixée à 7 (sept) jours avant la date limite de Continue 2 - Contrats à prix forfaitaire

b) L'entrepreneur doit également remplir une ventilation de son prix forfaitaire dans les calendriers a activité joints. Le prix proposé doit inclure tous les droits, taxes et autres prélèvements payables p r l'entrepreneur en vertu du contrat, à la date de 7 (sept) jours avant la date limite de

- 17. Un contractant qui prévoit d'engager des dépenses dans d'autres devises pour des intrant de tinés aux travaux fournis depuis l'extérieur du pays de l'employeur et qui souhaite être payé en con équence doit indiquer une devise étrangère de son choix en plus de la devise locale : _____ [ins rer la devis :
- 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 c 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 modè e 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
- Recu 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'entre rise 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-dessu: 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 locume its ci-dessus n'entraînera pas le rejet de l'offre au moment de l'évaluation. Toutefois, ils gront exigés lors de l'attribution du marché.

20. Clarifications

Toute demande de clarification concernant la présente demande de devis peut être envoy ée par écrit 1 [insérer : nom et adresse électronique du représentant de l'employeur] avant le [insé er la dete c' l'heure]. L'employeur transmettra des copies de sa réponse à tous les entrepreneurs, y compris un s description de la demande, mais sans en identifier la source.

21. Soumission des devis

Les soumissionnaires éligibles invités peuvent obtenir de plus amples informatio s auprès du Commune de Kumbo, téléphone portable : +237670003577, boîte postale : 03. Kuml o, et consulter le dossier d'appel d'offres pendant les heures de bureau, du lundi au vendredi, de 9 h à 15 h (GM +1).

Dès l'upublication de l'appel d'offres, les documents d'attribution du marché (dossier d'appel d'offres) seron mis à la disposition de tous les soumissionnaires, soit à leur demande auprès du Commune de Kum 30 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 franc ; CFA, non remboursables, au trésor du Commune de Kumbo.

Les o fres doivent être remises au Commune de Kumbo, téléphone portable : +237670003577, PO BOX :03 Kumbo situé à Tobin, au plus tard le 24/09/2025 à 10 heures précises, en sept (07) exem plaires (dont un (01) original et six (06) copies, plus une clé USB contenant le PDF num rique et la version modifiable) dans des enveloppes scellées portant la mention :

«REQUEST FOR QUOTATION (RFQ) NO :009/RFQ/KC/KCITB/MINDDEVEL/PROLOG/NWR/2025 DU 01 SEPTEMBRE 2025 POUR LA CONSTRUCTION D'UN RÉSERVOIR L'EAU AU BASSIN VERSANT DE LA FORÊT DE KILUM ET L'EXTENSION DU RÉSEAU D'. DDUCTION D'EAU À TOUS LES QUARTIERS DU VILLAGE DE TADU, SITUE DANS LA COMMUNE DE KUMBO, A LA DEPARTEMENT DE BUI, DANS LA REGION DU NORD-OUEST

À OUVRIR UNIQUEMENT LORS DE LA SÉANCE D'OUVERTURE DES ENCHÈR »

- 22. La soun. ssion des offres par voie électronique ne sera pas autorisée. Toute offre arrivant après la date limite d soumission sera rejetée. Les offres seront ouvertes en présence des représentants des soumissi nnaires à l'adresse susmentionnée, le 24/09/2025 à 10 heures précises dans la salle de conférer se du Comité interne des marchés publics du Commune de Kumbo.
- 23. La date 1 mite de soumission des devis est fixée au [24/09/2025 à 10 heures précises].
- 24. L'adresse pour la soumission des devis est la suivante :

A l'attent on de : [insérer le nom complet de la personne, le cas échéant]

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

25. Ouvertu e des offres

Les offr s seront ouvertes par le comité interne des appels d'offres du Commune de Kumbo inmédia ement après la date limite de soumission des offres.

26. Evaluation des offres

Les of res 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

	D. Julian	OTATION
Nº	Description	
	Présentation de l'offre	Ou/Non
	Conformité avec l'ordre prescrit dans la demande de devis avec séparateurs	Oui/No 1
1	Lisibilité et numérotation	
	Références dans des projets similaires	Oui/No 1
	titudes de la conférence de la conférenc	007.40
!	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)	Ou!/Nc 1
	a Wid I was an al	
	Directeur des travaux : au moins un baccalauréat en genie civil avec au	Oui/No 1
3	Contremaître de chantier : au moins un diplôme national superieur en	Oui/No 1
	NB : chaque « oui » obtenu doit être justifié par une copie certifiée conforme du diplôme et une pièce d'identité signée et datée.	
	ń : ente/outils du chantier	
4	Au moins une camionnette avec ses documents d'identification (copie certifiée conforme des documents de propriété ou copie certifiée conforme	Ouifile
	Liste des petits équipements nécessaires à l'exécution des tâches (fournir des photocopies des factures d'achat ou de location)	Oui/Non
,	Méthodologie pour la réalisation des travaux	
6	Note technique détaillée concernant l'organisation des travaux	Oui/Ne i
	Description des règles de protection socio-environnementale (protection de l'environnement, sécurité, santé et hygiène du personnel du site)	Oui/No
	Calendrier détaillé des travaux avec des délais ≤ cent vingt jours (120) jours	Oui/No
	Livret des clauses techniques spéciales, paraphé à chaque page, date et	Oui/No
8	signé à la dernière page Livret des clauses environnementales et sociales, paraphé à chaque page, daté et signé à la dernière page	Ou [‡] /Nc
	Livret des clauses administratives spéciales, paraphé à chaque page, daté et signé à la dernière page	Oui/No
0	Danport de visite du site	Oui/No
9	(justifié par des photos et une description détaillée du site)	/15
-	Total	/15

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

 Vérification des opérations arithmétiques, multiplication des prix unitaires par les quantités le ca 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 d s éventue le 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
- 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.

0 1 SEPT 2025 1

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

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INTTRO. UCTION

The technical specifications presented herein below define the water works that shall be executed in the locality of Tadu and Kilum in Kumbo Central Subdivision, Bui Division, North West Region and the mainer 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.

CHAPTEL I: GENERAL INFORMATION

ALTICLE 1: VOLUME OF WORK TO BE EXECUTED

In each cas , the volume of work to be executed is indicated by the bill of quantities, network maps anc/or plan 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 shall be carried out as one complete lot.
- Coi struction of one 50m³ tank shall be executed in stone masonry.
- Cor struction of one spring catchment intake collection chamber shall be undertaken.
- · Exc wation and backfilling of five thousand two hundred meters of pipeline shall be executed.
- Surply and laying of five thousand two hundred meters of Ø63 NP10 Panaflex pipe shall be carried
- Env ronmental safeguards including water testing, sensitization, fifty-two pipeline indicators, and cate iment protection shall be implemented.
- Sus ainability measures shall include the formation and training of one Water Management Committee, and the provision of one toolbox with spare parts.

ALTICLE 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 con plete 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.

BEFO. E THE START OF WORKS, the contractor shall provide the contract Engineer with:

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

Detaile . technical drawings of the works to be realized - A manpower deployment plan A schedu : 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 naterials, which could result in a punishable overall delay in the execution of the project.

No mat rials shall be used that has not been checked for conformity with the technical specifications by the 5 upervising Engineer and received and minutes drawn up and signed by the Engineer and the contrac or.

The Su ervising Engineer reserves the right to modify the plans and work schedule provided by the Cont ractor, which modifications shall first be submitted to the Contracting Authority for approval. Under exceptional circumstances, the Supervising Engineer may suggest modifications to the technic I 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 ontracter. Any modifications must be done in writing, with sufficient justifications. For this urpose, a numbered page book (the project log book) shall be kept on site in which the Supervisin 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 sch dule,

The detailed technical drawings,

Subject to any approved modifications indicated in the project log book by the Supervisi g 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 detr ment, and call the attention of the Supervisory Engineer who shall remain at the disposal of the Coi tractor 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 urrent 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 of higher quality tl an 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 t least 28 days prior to the date when the Contractor proposed deviations do not ensure substantiall; 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 executi n plan as one complete lot.
- Construction of one spring catchment intake with a 1m³ collection chamber.
- Construction of one storage tank of 50m³ in stone masonry.
- · Construction of two air release valve chambers.
- Construction of two washout chambers.
- Construction of two control valve chambers.

- Construction of a five thousand two hundred-meter piping network using Ø63 NP10 high density pole ethylene pipes.
- Physico-Chemical and bacteriological analyses of the sampled water after construction shall be conflucted once.
- Pro ection of the catchment area with fencing and tree planting shall be executed as one complete
 lot.
- Training and putting in place of one Water Management Committee as well as training of two Car takers.
- Surply of one complete maintenance tool box with spare parts.

The location is Tadu village in Kumbo Subdivision, Bui Division of the North-West Region. The variou works to be executed are detailed in the bill of quantities and the execution drawings conform to the typic II 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 the contract or 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 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 5: 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 that 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 leing used.

Article 3: GRAVEL

They so all 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 the rigrading 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 that 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.

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Article 11: CONCRETE WORKS

Concrete Works shall be of 4 kinds:

- Lean concrete for foundation works where indicated shall be of PC 150kg/m³ und 10c n thick.
- Mass concrete for foundations shall be PC 250kg/m³ and thickness as shown on t e plans
- Reinforced concrete for floor and roof slabs, covers foundations shall PC 350 g/m³ at d thickness as shown on the plans
- · Mass concrete for catchment works: All concrete in catchment construction shall be PC400KG/m³

Article 12: PIPES AND FITTINGS

	External Diameter		Thickness		Service Pressure	Test Pressure 1h at 20°C MPa	Tensile 1 st 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
J_			3.6	4.2	2.5	10.3	
40	0.5	0.3	3	3.5	1.6	6.5	13.7
40			4.5	5.2	2.5	10.3	
50	0.5	0.3	3.7	4.3	1.6	6.5	13.7
50	0.0		5.6	6.4	2.5	10.3	
			3	3.5	10	4	
63	0.8	0.3	4.7	5.4	6.3	6.5	13.7
03	0.0	0.5	7.1	8.1	4	10.3	
75	0.9	0.3	3.6	4.2	10 6.3	4.1	13.7
13	0.2	202	5.5	6.3		6.5	
			4.3	5	10 6.3	4.1	12.7
90	1.1	0.3	6.6	7.5		6.5	13.7

			3.2	3.8	16.7	0.6	
110	1.4	0.4	5.3	6.1	10	1	13.7
			8.1	9.2	6.3	1.6	13.7
			3.7	4.3	16.7	0.6	
125	1.5	0.4	6	6.8	10	1	13.7
			9.2	10.4	6.3	1.6	15.7
140	1.7	0.5	3.7	4.3	0.6	2.57	13.7
			6.1	7	1	3.75	
	-1.1		9.3	10.5	1.6	5.86	
160	2	0.5	3.8	4.4	0.6	1.95	13.7
			6.2	7.1	1	3.3	
			9.5	10.7	1.6	5.2	

Generally, pipes used in water supply must meet any of the standards mentioned below or their equival nce: the American Water Works Association (AWWA) or the American National

Standards Listitute (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

Tolerance.

Ovalization

: ± 1 mm

Length of pipe: ± 1% ----- ± 6cm

Socket length: ± 0.6 mm

12.1 Cont ol tests for pipes

a) Length the tolerance for pipe lengths shall be $\pm 1\%$ (\pm 6cm) for every 100 pipes, if the number of pipes no respecting this tolerance is less than 3 i.e 3%, then the whole lot is considered okay, otherwise t e supervisor could request that as many pipes be tested in the lot as possible. b) External di meter

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

c) Thickness

Theckness erification 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		
	Vermental	Lot accepted if X max =	Lot rejected if X min	
100 – 199	10	2	3	
200 – 299	15	3	4	
	20	3	4	
300 – 499	25	5	6	
500 - 899	Control of the contro	6	7	
899 – 1300	30	8	9	
1300 - 3200	40	o : Castion in accordance	id chia D	

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

d) Socket length

The socket length has to be verified according to agreed norms. The value obtained shou'l have the theoretical value of the diameter of the tube plus 1.3mm. The tolerance shall be 0.6mm.

e) Shrinkage cracks

Shrinkage crack tests should be carried out according to agree methods by the supervisor on a 15 -30cm long sample. No shrinkage cracks should occur if the pipe is at 90° to its horizonta 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 h ur. If one out of every five samples' ruptures, another set of five is selected for a retest. If the econd 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 reje ted.

g) 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 tile 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

4	75	
	73	7.5
	00	
	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 fact ry 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 is the sections above. The contractor shall arrange for free access to the factory for the sul ervisor o enable him request as required for all factory tests described in the sections above to Le carried (at by the manufacturer.

The performance guarantee of works shall cover all defects in pipes, handling and workmanship.

12.2 Fittings specifications

Contractor: 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 stand rds and specifications shall be rejected. The performance guarantee of works shall cover all defects in fittings, their handling and workmanship.

CHAPTER III - METHOD OF EXECUTION

Article 13: GENERAL INFORMATION

13.1 Safet 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 wor is site and / or suffered by a third party, his staff and employees and officials of the Administra ion as a result of their presence on the works site. Organisation of work and security on the works s te shall be the responsibility of the Contractor.

13.2 Trafi e

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works s te throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allewed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expe se 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 inte ference with traffic is inevitable, the opinion of local administrative authorities shall be required fo 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 13:3)4 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 m3 c 'sand with the biggest sand grain being 4mm.

The visible sides of the stone masonry must be regular. The minimal sizes of the sides n ust 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 nixture 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 witl 400 (fo in 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 metra and shall be vibrated during laying. The reinforcement rods must meet the BAEL standards of 1 91 or the AFNOR 35-001 standards.

C350 concrete for reinforced concrete structures should have a minimal compressive streigth 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 laborator; 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 te ts 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 care fully such that the works have and aesthetic look. M625 mortar shall be used for pointing, with a centent 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 in all 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.

Construct on methods

The soil in he 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 contaminat on from entering the system.

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

Pil e eleme its and connecting accessories shall be assembled in such a way that no tension can occur in the separat elements.

Only skille I plumbers shall be employed on any plumbing work.

Pir e 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 acces ories 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 otler such depths and widths as directed by the supervisor and shown on the plan. The treach 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 contra tor shall be responsible for the setting out of all pertinent lines, works, grades and levels as required fo the proper and accurate positioning of the structures on the site. 19.2 Eartl Works

19.2.1 Description

This ite n 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

Excava ion

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

Backfill of the pipeline shall be performed by the contractor. No backfill operations slall 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 or imum proctor density.

Maintenance of excavations.

The contractor shall carry the risk of collapse of excavated faces whether or not he takes a y 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.

The excavations shall be protected against flooding, and any water entering them.

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 ite. These documents must outline behavioral expectations, safety protocols, and envionmental 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 communit 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 52 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.

Dis ose of flushed water safely, away from water sources.

Article 25: Catchment Protection

The catchn ent area shall be demarcated and fenced using barbed wire on galvanized poles, with waterfriendly tre's planted around the perimeter. Execution:

- Install three lines of barbed wire on galvanized poles spaced at 4m intervals.
- Cle r invasive vegetation.
- Pla. t indigenous trees like raffia, bamboo, or Prunus africana.
- Ma ntain 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

- Eng ave plate with project name, location, contractor, and funder.
- · Mo nt on a concrete pedestal or wall near the tank or catchment.
- Ens ire visibility and durability.

CHAPTER V - PROJECT SUSTAINABILITY

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

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

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

Article 28: Supply of Maintenance Tool Kit and Spare Parts

A com lete toolbox with essential maintenance tools and spare parts shall be supplied to the WMC.

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

Article 29: Labeling

At the and of the work and before provisional acceptance, a double large metal plaque bearing the labels of Kumbo Council and PROLOG will be fixed in two places: on either side of the river. Each plaque vill 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 WATER TANK AT KILUM FOREST WATER CATCHMENT AND EXTENSION OF PIPE BORN WATER TO ALL THE QUARTERS OF TADU 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

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

Ground

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.

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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

Workforce Management Plan

I PMP: S akeholder Mobilization Plan

I HSE: E vironmental Health and Safety Plan

UGP: Preject Management Unit

F.IDS: A quired Immunodeficiency Syndrome

OHS: Oc upational Health and Safety

HIV: Human Immunodeficiency Virus

VAC Violence Against Children

GBV Gender-Based Violence

I. IN FRODUCTION

This Environmental and Social Specifications template relates to (please describe the work cover d by these clauses). The template will also be used to draw the Contractor's particular attent on to the environmental, social, safety, and health services to be implemented during the exect ion 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 Cond tions (CCES) template is adapted to the context of the work corresponding to the contract in quest on, by adjusting it to the project's environmental and social instruments, which may provide detail on the current state of the project area, as well as any specific risks and situations not addressed in this CCES.

II. G INERAL OBLIGATIONS

II.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 claus s. It therefore has the following environmental and social obligations:

1. It nust prepare, before the actual start of on-site work, the Construction Site ESM	IP in
comp iance with the requirements of the Construction Site Environmental and Social Stand	dards
Committee (CCES) and the World Bank's Environmental and Social Standards; 2. It	must
imple nent the Construction Site ESMP throughout the period from contract signing to	
accep ance of the works by the Project Owner or their delegate; 3. It must have a dedic	
organ zation and resources to ensure:	

(1 the preparation of environmental	and socia	I documentation.
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- (i) environmental and social monitoring of construction activities,
- (i i) the definition of corrective measures in cases of non-compliance and the prevention of non-compliance,
- 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, star dards, 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 spec fically indicated and their corresponding updates, he is not exempt from the responsibility to comp y 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 permanen forest
- 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 sort 1g, 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 a rarded to owners who are victims of the destruction of crops and cultivated trees for public purpose. This may serve as a basis for property valuation in the event of accidental destruction or occupe ion 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 (' ee the Project's Environmental and Social Engagement Plan, available from the Project Managemen Unit).
 - It must develop internal regulations and implement codes of conduct applicable to all employees and subcontractors:
 - 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 ESMP, to the Project Owner, and ensures the rigorous application of said CCES.

The Pr ject Manager (a) may at any time have the resources implemented inspected to verify complience 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 complience 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. Centractor'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 peritorially competent Labor Inspector. Upon recruitment; Each employee must be made aware of the main points of these internal regulations.

II.4. Centrols, notifications, non-compliance management, and sanctions

II.4.1. I Ionitoring 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 'roject 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 ser i-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 of comply with the requirements duly notified to it by the Project Manager. Resumption of work of additional work resulting from non-compliance with the clauses shall be the Contractor's responsibility.

II.4.3. I lanagement of Non-Compliances

Non-cc npliances 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. Noncompliances 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:

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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' 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) we king days, elevates the Observation Notification to the level of non-conformity level 1. b) Level 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 Cor ractor and must be resolved within five (5) working days. The Contractor shall send the Project M mager 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 awarenes 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 noncompliances such as unauthorized defore tation of valuable species, installation of parking areas within the distances prescribed in the CC P, for which the planning of corrective measures requires more time, its failure to correct within to (10) days will result in its elevation to level 3:
- d) Level 3 non-compliance: applicable to non-compliances of major severity presenting r sks or having resulted in major environmental and/or social damage such as the spillage of hydroc irbons 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 in idents (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 roject owner's GBV Manager must notify the World Bank of the incident within 24 hours of rec ipt. 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 manager ent of the construction site at the end of each month, based on the non-compliances reported durng 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 Man 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 reasures it implements to meet the CCES requirements. The Construction Site ESMP covers the enrice desired to the contractor of the con

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 do ument, in provisional form, will be submitted to the Project Owner no later than 30 days before vork 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 ubmitted to the Project Owner no later than 10 days before work begins. The approved plan will co. stitute the charter for environmental and social issues throughout the construction period.

No phy ical 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 inst acts, the Construction Site ESMP will be updated by the Contractor and returned for approv: I. The revised version must highlight any new elements introduced into the document.

The co tent 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 he 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 popular on, including women, located in the project area, and the relevant technical services, to inform hem of the scope of the work to be carried out and its duration, the routes involved, and the locatio: s 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 th workers.

III.2. S te Access and Installation

III.2.1. Access

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Access to the site for construction purposes must be achieved in a manner that minimizes disruptions and safety lisks. 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 v gilance 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 helder of the contract must be responsible for the specific operations to secure and protect the environme tal site.

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

111.2.2. Tr: ffic

In the even that the work passes near sensitive areas, these areas will be precisely identified and marked ou on the ground before the start of work in the presence of the project manager, a representat ve 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 camage to he most sensitive natural environments.

No traffic i 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 10 cm) must be preserved and protected.
 - Traffic lanes must be compacted and watered periodically. The site must provide ade juate 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 de cription 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 interfiring 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 plan ed 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, vith who nit can make arrangements to facilitate the progress of the work.

Cleara ce of rights-of-way and network identification

III.4.1. Neekly 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 a proved 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.

Inciden s and Accidents. The company will immediately notify the PMU of any incident or accident within #8 hours of becoming aware of it, in accordance with the template provided in Appendix XXXX

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).

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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 eport 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 car led 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 o monitoring the following indicators:
- o Availabil ty 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 Contracter'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 complains (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 lively to be affected by the work. Work may only begin in areas affected by private rights-of-way whe 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 concessic raires' 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).

III.4. Provisions Applicable to Site Installation and Throughout the Execution of the Work Quarterly

This report will be included in the construction or infrastructure installation activity report, so mmarizing the Environmental and Social activities for the past quarter based on performance indicators is entified 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 i our 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.

III.5. Health and Safety Management

The Contractor describes its Health and Safety management system in the construction sit: 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 he 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 a lactivity Zones where an activity is taking place. The meeting establishes the health and safety risks

associa ed with the day's tasks and activities, as well as the prevention and protection measures. These I leetings result in reports.

III.6. I. formation, 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/AIL S); Prevention of GBV/CSE/HS/VCE

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- Participat on of local residents in various meetings;
- Protection of road assets:
- Sustainab lity of the structure to be constructed.
- Health an I safety risks during the post-construction period

The Contractor will conduct its information, awareness-raising, and capacity-building activities under the sul ervision 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-he-trainer workshop on the fight against poaching, illegal logging, unsanitary conditions and pollution of waterways, and the fight against STDs and HIV-AIDS.
- P:eventio of GBV/CSE/HS/VCE Producing communication materials, Preparing reports.

IV. ENVIRONMENTAL PROTECTION: REQUIREMENTS TO MITIGATE

ENVIRON MENTAL IMPACTS

IV.1. Main enance and Waste Management

Throughou 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 I casures:

- 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 (>300 m Fom rivers, streams, lakes, or wetlands);
- Place all garbage, metals, waste oil, and excess materials generated during construction in authorized areas, in corporating 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 a .d demarcate areas for maintenance equipment (away from rivers, streams, lakes, or wetlands):
- Ensure thet all maintenance equipment activities are carried out within designated maintenance areas;
- Never dis sose of oil or pour it onto the ground, into waterways, low-lying areas, or into the cavities of d sused q arries.

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 higher reasons and to avoid attracting vectors, daily collection is recommended, especially during hist 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 I quid. 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 1 cilities 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.

IV.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 shall 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 or weekends and public holidays.

The Contractor's personnel working at workstations where noise levels exceed the cceptable standard must undergo hearing tests at frequencies defined by the occupational physic an. 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 structions and limit the speed of all vehicles on the construction site to 16 km/h.

IV.3. Storage and Use of Potentially Polluting Substances

In general, the storage and handling of potentially polluting or hazardous substances (oils, 'uel, 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 che micals 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 leak-proof 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 stan lards. The tank must be placed in a leak-proof collection container, the volume of which is at least wo-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

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equipment (fire extinguishers, sandboxes). Upon completion of the work, the construction : ite will be cleared of all traces or by-products.

IV 5. Othe: Potentially Polluting Substances

The use of ther 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 relevan technical services for authorization and, if necessary, the prescription of precautionary measures.

IV.6. Accidental Pollution Management

In the every 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 not fied. 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. Princ ple of Response Following Accidental Pollution

In the even of an accidental spill of polluting substances, the following measures must be taken:

- Avoid soi contamination by sprinkling specific absorbents; If a water source (well, stream, etc.) is nearby, first avoic contaminating the water by blocking it, damming it, or earth dikes;
- Excavate he 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. Prote tion of Natural Areas Against Fire

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

- Burning i only permitted in light winds;
- The site n ust be cleared of brush within a twenty-meter radius;
- The fire n ust 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 n ust be completely extinguished at the end of the burn. Covering with earth is prohibited.

IV.9. Prese vation 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 tilling authorized by the Forest Service is tolerated (comply with the provisions of the Forest Coca 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 malerials used for the work (particularly sand and gravel) must come from quarries and sand pits au norized and controlled by the Mining Service. In accordance with the provisions of the Mining Code, quarries and borrow pits must be rehabilitated.

Site res oration before construction work can be required in the event of significant site modifications.

Any en /ironmentally sensitive areas must be avoided by the project (e.g., seasonal flood zones). Also, e ery 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, out ide 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 con truction site personnel:
- Avoid the installation of certain roadside facilities, including rest areas, toll boot s, 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 exploitat on of borrov 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 colla oration with conservationists for the benefit of the direct and indirect beneficiaries of the road. The e document should highlight the project's protected species, enforcement measures, and regulatory equirements 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 projec management to preserve park resources.
- V. Social Risk and Impact Management: Plan/Program/Measures to Manage Social Risks and Impacts

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The Contractor must establish a detailed social management program for the construction sit. 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 hi ing;
- 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 unde labor law, including entitlements to wages and benefits:

- The law s explicit about the compensation system, working hours, and worker rights (including p.omotions, paid vacation, sick leave, etc.), and the freedom to join a legally constituted trade union:
- The Cont actor's employees shall be informed of all withholding and deductions made from their sclaries in accordance with the provisions of applicable laws and regulations;
- The Cont actor shall provide all newly hired workers with all necessary information and shall inform them of a y 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 accommo lation services are provided to them, policies relating to the management and quality of accommo lation will be developed to protect and promote their health, safety and well-being and provide of give access that take into account their physical, psychosocial, gender and cultural needs and SEA/HS isk prevention measures, such as separate spaces for men and women, the location of changing some 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 r lating 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 prievance 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 pretection conditions (social security, insurance where applicable, etc.);
- Employal ility (career profile and training);
- The provi ion of drinking water and water for domestic purposes, taking into account local conditions for worke s.

V.2. P an/Program/Measures for Managing Labor Influx

The Contractor must provide measures to manage the risks of labor influx into the host community. This in ludes 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) monimize the potential for the spread of or community exposure to waterborne or vector-borne disease 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 conduc . 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 exacerbaled 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 an laddress 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.

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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 subcontinctors, if applicable) and their employees to GBV issues.

The action plan to be implemented for the company will be based primarily on the Project' 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 Re ponse 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 their from any retaliation for its use. For all other persons (including the Employer's Personnel and a fected 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 lan suages 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 vill 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 conc rns 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 should not in Article 5.10 and other appropriate disciplinary measures in the case of Contractor Personnel.

Any allega ion 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, get der, age, and the psychomedical care of the person who suffered the alleged incident.

Upon recent of any allegation of SEA and/or HS described above, the Contractor must immediately implement he 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. Pl. n/Program/Measures to Prevent Damage to Persons and Property

The satisfy 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 an 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/H V/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, coution during construction, etc.).

- The fellowing 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 guard ails, 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;
- Trenc .es will be surrounded by solid barriers, if necessary;
- Barrie's and walkways will be lit at night;
- Ensure the required signage and security;
- Provice 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:
- Trenc .es 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, bound my 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 cabes, pipes, and installations ensuring the distribution of drinking water or the evacuation of was ewater. 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 a ea likely to be affected by the work. Work may only begin in areas affected by private rights-of-

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way when these rights-of-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 concessic naires' 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 estrict 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 or 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 popalation 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 bus nesses 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 tone (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, to 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 necess try by constructing diversions and temporary structures to cross rivers and waterways. It may, at is 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.

Cultural I eritage 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 GBV, SEA/HS, 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:

- Avoic the project from altering historical, archaeological, or cultural sites:
- Address the concerns of women and encourage their involvement in decision-making:
- Priori ze 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 york immediately upon the discovery of any material of possible archaeological, historical, paleot tological, 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;
- Resur e 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 surrour ling population about the specific aspects of the work before it begins. The SCP will inform the conmunities (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 PC 3 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. Governce 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 accondance 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 experting. Similarly, the Contractor shall provide a mechanism for easy access to complaints from worker 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 transpalency 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 accondance with the PMM and MGPT.

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

Compleints, in accordance with the Project PMM, may be submitted in person at the construction site, us ng the telephone provided by the contractor, or via the Project-enabled telephone and channe 5.

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 remova le 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 fo 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 re 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 mater als. It may not abandon any equipment or materials on the site or in the surrounding area. Concret areas are demolished and the demolition materials are stored at a suitable site approved by the en ineer. 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 u e, the Administration may request the Contractor to transfer to it, without compensation, the instal ations subject to demolition during a relocation. After the equipment has been removed, a report not ng 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 'or the subproject 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 (freque cy) as follows:
 - Appropriate procedures for the storage, collection, transportation, and disposal of hazar lous 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:

- Identi y hazards to safety, hygiene, and health, including personnel exposure to chemicals, biological hazards, physical hazards, etc.;
- Descr be work methods to minimize hazards and control risks;
- List tle 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 des ription of the internal organization and actions to be taken in the event of an accident or incident.
- · Wor force management plan/program/measures;
- Wor (force influx management plan/program/measures;
- Gen er-Based Violence prevention and response plan/program/measures: Sexual

Exploit tion and Abuse (SEA) and Sexual Harassment (SH):

- Pers anal 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 Resottlement Plan, as applicable):
- · Cult rral Heritage Management Plan/Program/Measures;
- Social Communication Plan/Program/Measures;
- Con plaints Management Plan: Complaints Management Mechanism (MGP)
- Fine and Penalties:
- 5) Responsibilities for implementing the construction site ESMP. The responsibility for implementing the construction site ESMP must: o provide a precise description of the entity responsible for implementing mitigation and monitoring measures o 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) Imp ementation schedule and cost estimate.

A sche ule 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) Mon toring plan

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

- a) a detaile I and technical description of the monitoring measures, including the parameters to be measure, 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 nitigation measures, and ii) provide information on the progress and results of the initigation actions.
- c) An estin ate 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 flan e 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 arroom temperature without the addition of energy; or (ii) in the solid state, which can be eastly ignited by a brief action of an ignition source and which continue to burn or consume after the emoval 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 dange ous 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 pene ration tl rough the skin, may produce cancer or increase its incidence
- 9. Corrosive Substances and preparations which, upon contact with living tissue, may exc t 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 Substances and preparations which, if inhaled, ingested, or penetrated reproduction 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 though 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, en it 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. Eco toxic Substances and preparations that present or may present immediate or collayed risks to one or more components of the environment.
- 16. Dangerous for the Substances and preparations that may, after disposal, give rise, by any environment 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 o . Sexual Exploitation and Abuse and/or Sexual Harassment (or equivalent depending on the Tender Document), the Contractor must apply the following codes of conduct:

Appencix 5. Codes of Conduct

In acc rdance with the content of the Gender-Based Violence Prevention and Response Plan/Pr gram: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) (see subsection V.2.3), hree codes of conduct are recommended. These are: a code of conduct for companies, an individ al code of conduct, and a code of conduct for managers. These codes bind companies (and their su contractors, if applicable) and their employees to GBV issues.

(i) COI IPANY CODE OF CONDUCT

Comm ment

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

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Violence A gainst Children (VAC), do not occur—they will not be tolerated by any employee, subcontractor, supplier, as ociate, or representative of the company.

Therefore, a 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 pply without exception to all employees, associates, and representatives of the company, including subcontractors and suppliers.

DI FINITIONS OF TERMS

Sexual Exp oitation 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 the eatened 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 Ban -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 livors (e.g., making promises of favorable treatment or threats of unfavorable treatment la: ed on s xual acts), and any other unwanted verbal or physical behavior or gesture of a sexual nature that ould 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 envir nment. Sexual harassment is not always explicit or obvious; it can include implicit and sul tle acts, out 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 sul jected t 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/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 works; e(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 acceptance 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. Lick 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 he project site, or elsewhere, under a contract or employment agreement for remuneration, whether formally or informally (including unpaid interns and volunteers), without management or sipervisory responsibility over other employees.

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

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

Site environment: The "project area of influence," which is any location, urban or rural, d rectly 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, c vision, or similar entity of a company or consultant, and with responsibility for supervising and n anaging a predefined number of employees.

Occupational Health and Safety (OHS): A set of measures designed to protect the safety, 'ealth, and well-being of those working or employed on the project. Compliance with these stand rds 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.

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

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

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

Response I rotocol: 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 effender to establish a relationship of trust with the child and then seek to sexualize that relationship.

Online chi 1 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 cr 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 (G3V): 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 sychological 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 man types of GBV are:

- Rape: No i-consensual penetration (however slight) of the vagina, anus, or mouth with a penis, o her bod part, or an object.
- Sexual as ault: 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 butto ks. o 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 exploit tive behavior.
- Physical ssault: An act of physical violence that is not sexual in nature. Examples: hitting, slapping, trangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.
- Forced m rriage: 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: the reats 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 it 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, accepta ce, or agreement. Consent cannot be obtained when such acceptance or agreement is obtained by inreats, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In acceptance 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 Cildren (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 in 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 decept on, 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 of 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 (SE V), sexual harassment (SH), and violence against children (VCE).

The following acts of discrimination, harassment, and violence are strictly prohibited at 1 severely punished for all project stakeholders (members of the educational community). 1. In yeart 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, ago 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 cher 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 morriage; in addition, the safety and protection of children in the project areas and surrounding are smust 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 cons nt of the survivor).

In addition any repeated act of harassment that has the purpose or effect of degrading working conditions ikely to violate rights and dignity, harm physical health, or compromise professional future will be subject to disciplinary action.

Fir ally, no employee may be disciplined, dismissed, or subjected to discriminatory measures for Laving und rgone or refused to undergo the acts or behaviors defined above, or for having witnessed such acts o 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" (PGESE).
- The Com, any is committed to treating women, children (persons under the age of 18), and men with respect, r gardless 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 Com any 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 o. waste).

Health and Safety

The Company will ensure that the project's Occupational Health and Safety (OHS) management plan is effective y 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 Pretective Equipment (PPE) as prescribed, to prevent avoidable accidents and to report conditions or practice: 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 gendersensitive) are available to workers on the site and in all project worker accommodations.

Gender-Ba ed Violence and Violence Against Children

Ac.s of GB //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 for as 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 ha assment - 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 lumiliating, 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 ctivity is considered "non-consensual" under this Code.

In addition to the sanctions applied by the company, legal action will be taken against parpetrators 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 ommitted by a colleague, whether within the same company or not. Reports must be submitted in a coordance 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/H3V 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 accorplices 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 Individua 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 ddressing 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 an 1 from the sectors or organizations involved in combating GBV/SEA/HSV and VCE in the activity's area of operation.

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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 concerred; The Response Protocol: applicable to survivors and perpetrators of GBV/SEA/SM and VA(.

The company must effectively implement the GBV/SEA/SM and VAC Action Plan, commun cating any improvements and updates to the Compliance Team (CT), as appropriate. All employees must

complete a corientation 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 GEV/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 t. at:

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; ii. 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 GEV, SEA and SH to the relevant structures or

GEV focal points as defined by the MGP:

v. In accordance with applicable laws, perpetrators of sexual exploitation and abuse are not hired, rehired, or eployed, 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 a 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. Express y state that the failure of these entities or individuals, as the case may be, to ensure that they take p eventive 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 sar ctions a id 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 awarenessraising strategy outlined in the GBV, SEA, and SH Action Plan.

5. Ensure t at any GBV, SEA, and SH issues warranting sanction are immediately reported to the World Ban: 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. 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.

Compa y Name:	
Signature:	
Name i letters:	
Title:	
Date:	

(ii) MANAGER'S CODE OF CONDUCT DEFINITIONS OF TERMS

Sexual Exploitation and Abuse (SEA): Any abuse or attempted abuse of a position of vunerability, differential power, or trust for sexual purposes, including, but not limited to, profiting 1 nancially, socially, or politically from the sexual exploitation of another person. Sexual abuse is lefined 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 exploration and abuse. In World Bank-financed projects, project beneficiaries or members of projet-affected populations may be subjected to sexual exploitation and abuse.

Sexual Harassment (SH): Any sexual advance, request for sexual favors (e.g., making p omises 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, s 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.

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Perpetrator/Aggressor: The person(s) who commit(s) or threaten(s) to commit an act(s) of GEV/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 worksi e(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 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 awoff the country where the Code of Conduct is introduced considers the age of consent to be lowed. 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 : ervices 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 roject site, or elsewhere, under a contract or employment agreement for remuneration, whether for mally or informally (including unpaid interns and volunteers), without management or supe visory responsibility over other employees.

Child: A te m 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 enviror ment: 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 offsite, under a for nal 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.

Compleints 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.

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

Compa y 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/S EA/HSV and VAC Allegation Procedure: Prescribed procedure for reporting incidents of GBV/S EA/HSV or VAC.

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

Interve. tion 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 recipien 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 perpetra ed against a person's will and based on societal differences between men and women (gender). It in ludes 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).

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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 peneration. 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. ., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or explicitative behavior.

- Physical assault: an act of physical violence that is not sexual in nature. Examples include litting, 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. Ex mples include threats of physical or sexual violence, intimidation, humiliation, forced is ation, 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, accepta ce, 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 Coldren (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

tl e use of computers, mobile phones, video devices, digital cameras, or any other means to exploit or harass hildren or to access child pornography.

- Human T afficking: 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 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.

PRINCIPIES, MORAL VALUES, ETHICS, AND ATTITUDES TO BE RESPECTED Project workers an 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 provoc. tive, 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 imployment and exploitation of children within the company, which include sexual abuse or other in appropriate 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 of servation 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 vill be subject to disciplinary action.

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

Comm ment

Within he 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 environ nental, social, health and safety (ESHS) standards and occupational health and safety (OHS) require tents, 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. It doing so, they commit to supporting the implementation of the Corporate Environmental and Social Management Plan (PGESE) and

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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. The 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 c '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 the t they have read and agree to it:
- o Staff rosters and signed copies of the Individual Code of Conduct are provided to the HS imanager. the Compliance Team (CT), and the client;
- Participate in and ensure staff participate in training, as outlined below; Establish a med anism 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 cominal 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/SF A/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 Ex ressly 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's poort 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 CBV/SE2 /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 an I 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 overseeint the work.
- Managers will ensure that no retaliation (suspension or other sanctions) is taken against individuals who reposits suspected or actual acts of GBV/SEA/HS/VCE.

Trainii g

Manag rs are responsible for:

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

All mai agers 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/S EA/HS and VAC aspects of these Codes of Conduct. This training will be separate from the pre-ser ice training required of all employees and will provide managers with the appropriate underst inding and technical support needed to begin developing the Action Plan to address GBV/S EA/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 hat 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:

- CHS requirements and ESHS standards; and - GBV/SEA/HS and VCE.

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

Respon e

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

Regard ag 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;
- Cnce ado sted by the company, managers must implement the Accountability and Confidentiality n easures 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

- If a manager has concerns or suspicions about any form of GBV/SEA/HS or VCE commit ed by one of his/her direct reports or by an employee working for another company in the same workpl ce, he/she is required to report the case by referring to the Complaints/Grievances Management Mech mism;
- -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 survive (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 ob uning 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 pro-isions 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 naximum
- 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 ar I STI noncompliance, 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 comp v with the standards contained therein, and understand my roles and responsibilities in preventi g 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 Ma ager's Code of Conduct may result in disciplinary action.

Signature:	
Name (all)letters:	
Title:	
Date :	

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

DEFIN TIONS OF TERMS

Sexual Exploitation and Abuse (SEA): Any abuse or attempted abuse of a position of vulnerability, differer tial 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 ac ual or threatened physical intrusion of a sexual nature, by force, under duress, or under unequa conditions." Women, girls, boys, and men may be subjected to sexual exploitation and abuse. n World Bank-financed projects, project beneficiaries or members of project-affected populat ons may be subjected to sexual exploitation and abuse.

Sexual Harassment (SH): Any sexual advance, request for sexual favors (e.g., making promises of favoral e treatment or threats of unfavorable treatment based on sexual acts), and any other unwant d verbal or physical behavior or gesture of a sexual nature that could reasonably be perceiv d 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 harassn ent is not always explicit or obvious; it can include implicit and subtle acts, but it always involve: 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 undesir ble (e.g., looking someone up and down, kissing or blowing kisses; making sexual innuencos by making noises; brushing against someone; whistling and catcalling; giving personal gifts). I oth women and men can experience SH.

 $Perpetr\ tor/Aggressor:\ The\ person(s)\ who\ commit(s)\ or\ threaten(s)\ to\ commit\ an\ act(s)\ of\ GBV/SEA/HS$

Surviver(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 consult ncy 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 he 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.

En ployee: Any person who provides labor to the contractor or consultant in the country, on or off the project ite, under a contract or employment agreement for remuneration, performed formally or informally (including unpaid interns and volunteers), without responsibility for managen ent 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 under a formal or informal employment contract and in exchange for a salary, with respon ibility for controlling or directing the activities of a company's or consultant's team, unit, division, or entity, and with responsibility for supervising and managing a predefined number of employ es. Occupational Health and Safety (OHS): A set of measures designed to protect the safety, heal h, 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 confider tiality 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 it sues related to the project's impact on the environment, communities, and workers.

Corporate Environmental and Social Management Plan (PGESE): The plan prepar d 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/ES or VAC incidents.

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

Intervention Protocol: Mechanisms in place to respond to GBV/SEA/HS and VAC incid nts.

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

Online shild solicitation: This is the sending of electronic messages with indecent content to a recipies t believed by the sender to be a minor, with the intention of inducing the recipient to engage

Survivers: Individual(s) negatively affected by GBV/SEA/SH or VAC. Women, men, and children can be surv vors 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 perso 's will and based on societal differences between men and women (gender). It includes acts that cat se 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
- Sexua 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
- Sexua favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a prometion, 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
- Physi al assault: an act of physical violence that is not sexual in nature. Examples: hitting, slapping, strang ing, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act the causes pain, physical discomfort, or injury.

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- Force marriage: the marriage of an individual against their will.
- Depri ation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples: threat of physical or sexual violence, intimidation, humiliation, enforced isolation, harassment. stalki: g, 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 acc rdance 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 he chile's age and the child's consent cannot be invoked as a defense.

Violence A gainst Children (VAC): Physical, sexual, emotional, and/or psychological harm, neglect, or negligen treatment of minor children (i.e., children under the age of 18). This includes the use of children fo 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 mans 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 ben fits to achieve the consent of a person having control over another person, for the purpose of explotation. 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 pri-ciples 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 ce use physical. psychological, or sexual harm, the threat of such acts, coercion, and deprivation of libert.
 - 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 farors 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; Ir 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 disn issal 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 Safe y (ESHS) standards, adhering to the project's Occupational Health and Safety (OHS) requirer ents, and preventing Gender-Based Violence (GBV), including Sexual Exploitation and Abuse (SE V), Sexual

Harassi ient (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 vorking on the project, I agree to:

- Attend an Lactively participate in training courses related to ESHS standards, occupational health and sc.fety (O. IS), 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 projectrelated activities:
- Take all ractical 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 usin; narcotics or other substances that may impair my ability to drive at any time; Allow the police to onduct background checks on me;

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- Treat worren, children (persons under the age of 18), and men with respect, regardless of their race, color, lan uage, religion, political or other opinion, national, ethnic, or social origin, wealth, disability, citizenshi, or any other status;
- Refrain f. om addressing women, children, or men with language or behavior that is inappropriate, harassing abusive, sexually provocative, degrading, or culturally inappropriate; Not engage in sexual harassme. It (e.g., making unwanted sexual advances, requesting sexual favors, or engaging in any other verbal or obspical 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; baushing gainst someone; whistling; giving personal gifts; making comments about someone's sexual life, etc.);
- Not engage in sexual favors (e.g., making promises or conditioning favorable treatment on 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; for 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 fit I consent is obtained from all parties involved, not engage in sexual interactions with numbers 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 respet 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 o 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 C ildren 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, unle s 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 hild 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 estrictions 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 ot 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 disc plinary 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 or e 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 M nagement 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 hat 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 ca es related to ESHS standards, HST requirements, GBV/SEA/HS, and VCE. I understand that my 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 employ nent.

Signature:	

			Nam
Title:			
Date:			
Appen ix 6: Notif	ication form	and ranid	incident report and action plan XXX
RAPI) INCIDEN	T NOTIFICAT	TION AND B	REPORT FORM AND ACTION PLAN
(NOT APPLICAB	LE TO GEND	ER-BASED	VIOLENCE)
IDEN TFICATIO	N DE L'INCII	DENT	, 192 <u>1.</u> (CE)
Projet			
			71
Incident:		Provide tl	
□ En	vironnemental		V
□ Social			
☐ Health nd safety at	vork		
Date and ti ne of incider			
Place of oc arrence:			
Source of in ident/accident	nt information:		
A anandiy: F aguments well		. /* * *	
Appendix: Locuments rela	ating to the eve	nt/incident:	1
Attach all re evant docum DESCRIP FIONOF TH	E INCIDENT	rt and name th	nem here
	E INCIDENT		
Incident's verity level	Geographi c scope of the incident		Relationship to the project
☐ Indicative	☐ Capital		☐ Related to the project
☐ Serious	☐ Region		□ Not related to the project
☐ Grave			
Detailed description of	the incident		
Don't repeat the informat	ion about what	the incident v	vas, when it occurred, and where it occurred, as this
is already more detailed	. Focus on prov	Iding informa	tion about how the incident occurred and its course
including whether it cou	ild have been a	voided (becau	ise measures were in place) or was a random event.
INCIDEN F RESPONSE	E ACTIONS		
Status of the resolution		Explain	
☐ Resolut on			
☐ In the p ocess of being	solved		
☐ There s a need fo			
intervent on on the grou			
☐ There s no need fo			
intervent on on the grou			
☐ Others	iid.		
Description of the respon	nse given to th	o overtil	
	ase given to th	e event/incide	ent

The second secon		
	Description	
	including te	

				Measures taken l	y whom
For the case of an	incident in general:				
a. Emergency measu	res				
b. Follow-up measur					
c. Other relevant info	. Other relevant information				
In the event of an				FED.	
a. Mobilization a	around the accident	,			
information to the co	empetent authorities				
b. Care of the injured	d				
c. Funeral arrangeme	ents and insurance				
d. Follow-up measur	es				
e. Other relevant info	ormation				
IMPACT ON TH	E PROJECT				
Does the event aff of the work/activ	ect the performance vity?		litional resource the incident?	es needed to investigate,	issess, or
□ YES □ NO) □YES	□NO	□ OTHERS (explain)	
RECURRENCE	OF SIMILAR INCIDI	ENTS			
□NO					
		If yes,	number of time	S:	
□YES	In case of recurrence, indicate the period during incidents/accidents occurred again			vhich the	
OTHER CONSII	DERATIONS				
		Harmon Street English Comments			
CORRECTIVE A	ACTION PLAN FOR y lines	THE INC	CIDENT/ACCI	DENT	
Description/ cause of the incident	1	olementation anager(s)	Date limite		

REPORT AND ACTION	PLAN PREPARED BY:	
Name		
S gnature	Date	
Name		
S gnature	Date	

UNIT PRICE SCHEDULE (BPU)

THE CONSTRUCTION OF A WATER TANK AT KILUM FOREST WATER CATCHMENT AND EXTENSION OF PIPE BORN WATER TO ALL THE QUARTERS OF TADU VIL AGE, IN KUMBO MUNICIPALITY, BUI DIVISION, NORTH WEST REGION

102 5	Production of code of conduct for workers for all workers	LS		
102 5		LS		
١				
103	Sensitization and training of communities and works on Gender based violence and HIV/AIDS	LS		
9	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	Preparation of working documents (before and after construction)	LS		
	Total 100			
200	CONSTRUCTION WORKS			
201	Construction of a 50m³ tank	U		
202	Disinfection of the pipelines	U		
203	Construction spring catchment intake collection chamber	U		
204	Construction high point with valves	U		
204	Construction low point with valves	U		
	TOTAL 200			
	PIPING NETWORK FOR WATER TRANSPORTATION ADDISTRIBUTION	ND		
301	Excavation and backfilling of pipeline	ml		
302	Provision of pipeline indicators			
303	Supply and laying of Panaflex Ø63 NP10	ml		1
	Total 400			
400				
401	Water quality tests after construction for the three catchments. These include Physico-Chemical and bacteriological analyses of the sampled water	U		
402	Provision of defecation facility for workers	LS		
403	Personal Protective equipment for workers	LS		

Provision of first AID box

404

LS

46.5	Installation o.	Metalic funder information plate	U	
	ΤΟ ΓΑΙ 60			
5()		PROJECT SUSTAINABILITY		
5()	spare parts to Equipment t	omplete tool box and spare parts (List of tools and be obtained at the Divisional Delegation of MINE). be officially handed to the Chairman of the WMC onal Delegate of MINEE during the Provisional	LS	
5(!	Catchment p	otection and planting of water friendly trees	U	
5()	Training of	ater Management committee	LS	
	TOTAL 50			

FRAMEWORK OF QUANTITATIVE AND ESTIMATED DETAIL

FOR THE CONSTRUCTION OF A WATER TANK AT KILUM FOREST V ATER CATCHMENT AND EXTENSION OF PIPE BORN WATER TO ALL T IE QUARTERS OF TADU VILLAGE, IN KUMBO MUNICIPALITY, BUI DIV SION, NORTH WEST REGION

CODE	Description of Works	Unit	Qty	Unit Cost	Total mount		
100	PRELIMINAR Y	PRELIMINAR Y WORKS					
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				
	Total 100						
200	CONSTRUCTIO	N WOF	RKS				
201	Construction of a 50m³ tank	U	1				
203	Construction spring catchment intake collection chamber	U	1				
	TOTAL 200						
300	PIPING NETWORK FOR WATER TRAN	SPORT	ATION	AND DIST	RI 3UTION		
301	Excavation and backfilling of pipeline	ml	5,200				
301	Supply and laying of Panaflex Ø63 NP10	ml	5,200				
	Total 400						
400	ENVIRONMENTAL AND SOCIAL SAFEGUA	RD MI	EASURI	ES			
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				

JE TO TAL 400 500 PR DJECT SUSTAINABILITY 501 For nation and training of the water Management con mittee	4.)3	Water quality test after construction. The include physico-chemical and bacteriological allyses of the sampled water	se U	I	
4.06 Domarcation and protection of catchment, fencing with barbwire and planting of environmentally friendly trees 4.07 Me allic funders information plate of 20x40cm ls ls ll	4)4	P. oduction and implantation of pipeline indicate in reinforced concrete every 100m.	ors ml	52	
with barbwire and planting of environmentally friendly trees 407 Me allic funders information plate of 20x40cm ls 1 JETOTAL 400 500 PR DJECT SUSTAINABILITY 501 For nation and training of the water Management conmittee 502 Supply of a complete tool box and spare parts (List of pols and spare parts to be obtained at the Divisional Delegation of MINEE). Equipment to be afficially handed to the Chairman of the WMC by the Divisional Delegate of MINEE during the Provisional Reception. TO FAL 600 GENERAL TOTAL WITHOUT TAXES TVA 19.25% IR 2.2% TOTAL TTC	4.)5	C eaning and disinfection of pipeline	LS	1	
500 PR DJECT SUSTAINABILITY 501 For nation and training of the water Management con mittee 502 Supply of a complete tool box and spare parts (List of Jols 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 Profisional Reception. TO FAL 600 GENERAL TOTAL WITHOUT TAXES TVA 19.25% IR 2.2% TOTAL TTC	4.)6	with barbwire and planting of environmentall	g LS y	1	
For nation and training of the water Management con mittee 502 Supply of a complete tool box and spare parts (List of pols and spare parts to be obtained at the Divisional Delegation of MINEE). Equipment to be a fficially handed to the Chairman of the WMC by ne Divisional Delegate of MINEE during the Provisional Reception. TO FAL 600 GENERAL TOTAL WITHOUT TAXES TVA 19.25% IR 2.2% TOTAL TTC	10000000 11000000000000000000000000000		ls	1	
For nation and training of the water Management con mittee 502 Supply of a complete tool box and spare parts (List of pols and spare parts to be obtained at the Divisional Delegation of MINEE). Equipment to be a fficially handed to the Chairman of the WMC by the Divisional Delegate of MINEE during the Profisional Reception. TO FAL 600 GENERAL TOTAL WITHOUT TAXES TVA 19.25% IR 2.2% TOTAL TTC					
con mittee Supply of a complete tool box and spare parts (List of Bols 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 Profisional Reception. TO FAL 600 GENERAL TOTAL WITHOUT TAXES TVA 19.25% IR 2.2% TOTAL TTC	500	PR)JECT SUSTAINABILITY			
of Bols and spare parts to be obtained at the Div sional Delegation of MINEE). Equipment to be officially handed to the Chairman of the WMC by the Divisional Delegate of MINEE during the Profisional Reception. TO FAL 600 GENERAL TOTAL WITHOUT TAXES TVA 19.25% IR 2.2% TOTAL TTC		For nation and training of the water Management con mittee	session	1	
GENERAL TOTAL WITHOUT TAXES TVA 19.25% IR 2.2% TOTAL TTC	2000	of Bols and spare parts to be obtained at the Div sional Delegation of MINEE). Equipment to be officially handed to the Chairman of the WMC by the Divisional Delegate of MINEE during the	U	1	
TVA 19.25% IR 2.2% TOTAL TTC		TO FAL 600			
IR 2.2% TOTAL TTC		GENERAL TOTAL WITHOUT	TAXES		
TOTAL TTC		TVA 19.25%			
The state of the s		IR 2.2%			
NET PAYMENT		TOTAL TTC			
		NET PAYMENT			

Item Description Unit	Quantity I	Rate Am	ount no. (1)	[inse	rrt (3=	Rate	Amoi nt (5= (1) x
(1) x		(2)		ocal	1	[insert a foreign currency, if applicable] (4)	(4))
	ļ						
	-			; ;			
	-						
	1 1-						
	1 1		Total				
			Le constant				

Activ ty Schedule

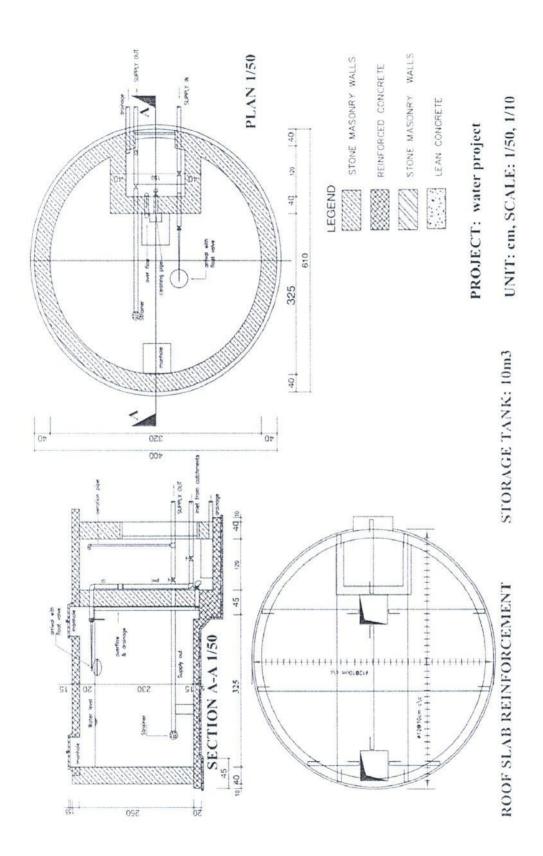
[For lump-sum contracts- Delete if not applicable]

Item no.	Description <i>insert local</i>	Unit Amoun	currency]	Amount [insert foreign currency, if applicable]
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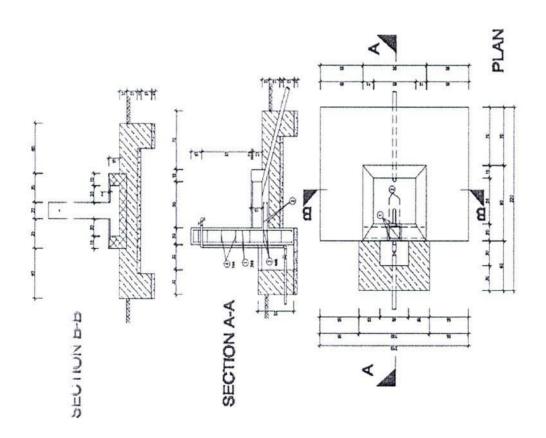
Techn cal Proposal

The Company must provide:

- The name 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
- In formation on the site organization
- The meth d of execution of the Works
- The mob ization and construction schedule A summary of other information, if any, that the Company deems relevant.



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ANNEX 2: QUOTATION FORMS

Contractor Quotation Form

From:	[Insert Contractor's name; in case of a joint venture, specify the name of the joint venture]
Contr. ctor's Repre. entative:	[Insert name of Contractor's Representative]
Title/Position:	[Insert Representatives title or position]
Addre s:	[Insert Contractor's address]
Email:	[Insert Contractor's email address]

To:	[Insert Employer's name]
Emplozer's Repre: entative:	[Insert name of Employer's Representative]
Title/P)sition:	[Insert Representatives title or position]
Addre s:	[Insert Employer's address, including email]
RFQ I ef No.:	
Date o Quotation:	

Dear [in sert 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 Rag, including the Contract.

2. Eligil ility

We mee the eligibility requirements and have no conflict of interest, in accordance with the Req est 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 Section VII – Works' Requirements 78

between the World Bank and other development banks. Further, we are no ineligible under the Employer's Country laws or official regulations or pursuant to a ecision 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	Amou t
959			
	The state of the s		

8. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evalua ed cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract withou incurring any liability to Contractors.

9. Frau 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: <u>[insert complete title of the person signing the Quotati n]</u>

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

Date sig ied [insert date of signing] day of [insert month], [insert year]

* The pover of attorney shall be attached to the Quotation.

ANNEX 3: Contract Forms Contract Agreement

THIS AGREEMENT made the day of , between [no me of the Employer] (hereinafter "the Employer"), of the one part, and [name of the Contractor] (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer invited a Quotation for the execution of Works, [nsert brief description of the Works], and has accepted the Quotation by the Contrac or for the Works:

The Employer and the Contractor agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construct as part of this Agreement. This Agreement shall prevail over all other Contract documents.
- (a) the Letter of Award of Contract
- (b) the Contractor's Quotation
- (c) the Conditions of Contract, including Appendices
- (d) the Specifications
- (e) the Drawings
- (f) Bill of Quantities; 1 and
- (g) any other document listed in the CC as forming part of the Contract.
- In consideration of the payments to be made by the Employer to the Co tractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Cor ract Price or such other sum as may become payable under the provisions of the Con ract at the times and in the manner prescribed by the Contract.
 - IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract gov rning law country] on the day, month and year specified above.

[To facilitate this emergency procurement, if acceptable to the Employer and the Contractor, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

Signed 1	y:	Signed	by:

for and on behalf of the Employer for and on behalf the Contractor in the in the p esence presence of: of:

Witness Name, Signature, Address, Date Witness, Name, Signature, Address, Date

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Conditions of Contract

[Note: All italicized text is for use in completing the contract and shall be deleted from the final Conditions of Contract]

A. General

Section IX - Particular Conditions of Contract

Except where otherwise specified, all Particular Conditions of Contract shou. I be filled in by the Employer prior to issuance of the bidding document. Schedules and reports to be provided by the Employer should be annexed.

		A. General	
GCC 1.1 (d)	The financing instituti	on is the World Bank	
GCC 1.1 (r)	The Employer is the: Represented by: Title /Position: City: Country:	Mr	
	Telephone: Electronic mail addre External audit organiz Project Manager:	zation:	
GCC 1.1 (v)	The Intended Comple twenty (120) days from	tion Date for the whole of the Works shall be one hu dred a om notification of the service order to start work.	ıı d
GCC 1.1 (y)	The Project Manager	is the PROLOG-NWR infrastructure specialist m mager.	•
GCC 1.1 (aa)		Cameroon, in the Bui Division.	
GCC 1.1 (dd)	The Start Date shall	be on the notification of the start-up service orde :	
GCC 1.1 (hh)	KILUM FOREST V BORN WATER TO KUMBO MUNICIP	THE CONSTRUCTION OF A WATER TANK AT VATER CATCHMENT AND EXTENSION OF F PE ALL THE QUARTERS OF TADU VILLAGE, INVALITY, BUI DIVISION, NORTH WEST REGIC N	
GCC 2.2	Sectional Completion APPLICABLE)	ns are: [insert nature and dates, if appropriate] (NO]	
GCC 2.3(i)	document, Agreemen	ments also form part of the Contract: the prese t bidd at, Letter of Acceptance, Contractor's Bid, Particular Condition Conditions of Contract, including Appendices, Speci ication	10 15

Drawings, Bill of Quantities. the model Environmental and Social Clauses Bookle

	(CCES)-March 2024 constitutes a mandatory reference for this contract, the project's
	Environmental and Social Management Framework (ESMF) is appended to the
	tender documents and serves as the basis for drawing up the worksite ESMP and any
	other document listed in the PCC as forming part of the Contract.
GCC 3.	The language of the contract is English
	The law in force in the Republic of Cameroon.
GCC 5.	The Project manager may not delegate any of his duties and responsibilities.
GCC 8.	NOT APPLICABLE)
GCC 13 1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials:800 000 Cfa Francs (b) For loss or damage to Equipment:800 0000 Cfa Francs (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 1 200 000 Francs CFA (d) for personal injury or death: (i) Of the Contractor's employees: 1 000 000 Cfa Francs. (ii) Of other people: 800 000 Cfa Francs.
GCC 14 1	Site Data are: [list Site Data]
GCC 18 3	 Application of the CCES and CGES: The model Environmental and Social Clauses Booklet (CCES)-March 2024 constitutes a mandatory reference for this contract. The project's Environmental and Social Management Framework (ESMF) is appended to the tender documents and serves as the basis for drawing up the worksite ESMP. The project owner and the project manager reserve the right to suspend payments and/or work in the event of a serious breach of the requirements of the CCES or non-compliance with the provisions of the CGES.
GCC 20 1	The date of possession of the site is that of the contractor's letter to introduction to the relevant administrative authorities
GCC 23 1 &	Appointing Authority for the Adjudicator: The Director General of the Public
GCC 23 2	Procurement Regulatory Agency.
GCC 24 3	Daily remuneration and reimbursable expenses to be paid to the Conciliator: Fees and perdiem for daily remuneration and vehicle hire and other costs for reimbursable expenses.

In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

GCC 24.4	Institution whose arbitration procedures shall be used is the Dispute P evention and Resolution Committee. The Committee will be designed 60 days from the date of signature by both parties of the commitment deed. or
	"United Nations Commission on International Trade Law (UNCITE 4L) Arbitration Rules: Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration accordance with the UNCITRAL Arbitration Rules as at present in force." Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference to this clause." The place of arbitration shall be: Bue to
	B. Time Control
GCC 30.1	The Contractor shall submit for approval a Program for the Works wir nin seven (7) days from the date of the Letter of Acceptance.
GCC 30.3	The period between Program updates will be <i>determined by the project owner</i> . The amount to be withheld for late submission of an updated Program is <i>0 Jamount of the contract</i> . The period for submission of progress reports is <i>10</i> days.
	C. Quality Control
GCC 38.1	The Defects Liability Period is: 365 days.
	D. Cost Control
GCC 42.7	If the value engineering proposal is approved by the Employer, the amount to be paid to the Contractor shall be 50% of the reduction in the Contract rice.
GCC 48.1	The currency of the Employer's Country is CFA Francs XAF.
GCC 49.1	The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply.
GCC 50.1	The proportion of payments retained is: ten (10) %
GCC 51.1	The liquidated damages for the whole of the Works are 1/2000 of the amount of contract from the first thirty days and 1/1000 of the amount of the contract par day from the thirty-first day. The maximum amount of liquidated damage for the whole of the Works is <i>ten</i> (10) % of the final Contract Price.
GCC 52.1	The Bonus for the whole of the Works is <i>[insert percentage of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price. [If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.] (NOT APPLICABLE)

GCC 53.1	The Advance Payments shall be: 20% of the amount ATI of the contract and shall be paid to the Contractor, upon written request to the project owner, subject to presentation of a copy of an original registered contract. The amount requested must be 100% guaranteed by a first-class banking institution under Cameroonian law.
GCC 54.1	An Environmental and Social (ES) Performance Security shall be provided to the Employer.
GCC 54.1	The Performance Security amount is: (a) Performance Security – Bank Guarantee: in the amount of 3% percent of the amount of the contract of the amount ATI of the Accepted Contract and in the same currency(ies) of the Accepted Contract Amount (b) Environmental and Social (ES) Performance Security - Bank Guarantee: in the amount of [3%] percent of the amount ATI of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
GCC 57.1	Provisional acceptance: • The Contractor shall notify the project owner when it considers that the work has been completed. Within seven (7) days, and in the context of a technical acceptance, the project owner will arrange for a preparatory inspection to be carried out (consisting of the Sector Engineer, the Project Manager and the

Contract Manager) to confirm that the work has been completed correctly, or o identify any unfinished work or corrective work required to meet the technical specifications and the required quality. This inspection results it an Inspection Report listing the work to be completed or corrected, signed by the projec's technical team and by the Contractor.

The Service Provider has 10 days to proceed with completion or corrective work, during which time the project owner may schedule t e Provisional

Acceptance Ceremony by the designated committee.

- At the provisional acceptance stage, the acceptance committee d cides ei her o accept the works or to accept them with reservations and notif es the Service Provider of its decision, requiring it to carry out or complete he omitted or incomplete works and to remedy the imperfections and defects noted within a set period of time. After this deadline, the project owner is entit ed to have the work mentioned as reservations in the Provisional Acceptance Report carried out at the Contractor's expense and risk. The Provisional Acceptance Certificate is only issued once the works have been fully completed.
- The provisional acceptance committee is composed as follows:

	President:	The MAYOR of the Kumbo Council or his represer	ative
П	Members.		

- o The Regional Coordinator PROLOG or his representative.
- o The PROLOG-NWR infrastructure expert (The Project Mai 1ger)
- o The PROLOG -NWR environmental and social experts
- o The Council Development officer of the Kumbo council or is representative:
- o A representative of the beneficiary population

☐ Reporting: Contract Engineer

- Observer: The MINMAP Divisional Delegate for Bui Division or his/her representative
- ☐ Invited: The service provider

2/3 of the members may provisionally accept the work.

Final acceptance

Final acceptance is pronounced at the end of the guarantee period of or e (01) year 1 y means of Minutes notified to the Service Provider. The Delegated Project Owner then establishes the release of the performance guarantee, subject to the ex-cution of any work still incumbent on the Service Provider under the guarantee.

The Final Acceptance Committee is composed as follows:

- President: The President of the Kumbo Council or his represer ative
- ☐ Members:
 - o The Regional Coordinator PROLOG or his representative.
 - The PROLOG-NWR infrastructure expert (The Project Manager)
 - The PROLOG -NWR environmental and social experts

	 Council Development officer of the Kumbo council or his representative A representative of the beneficiary population Reporting: Market Engineer Observer: The MINMAP Divisional Delegate for Bui or his/her representative Invited: The service provider 2/3 of the members may provisionally accept the work
	E. Finishing the Contract
GCC 6 .1	The date by which operating, and maintenance manuals are required is fifteen (15 days at the latest after provisional acceptance of the work. The date by which "as built" drawings are required is fifteen (15) days at the latest after provisional acceptance of the solution of the latest after provisional acceptance of the solution of the latest after provisional acceptance of the solution of the latest after provisional acceptance of the solution of the latest after provisional acceptance of the solution of the latest after provisional acceptance of the solution of the latest after provisional acceptance of the solution of the latest after provisional acceptance of the solution of the latest after provisional acceptance of the solution of t
GCC 6 .2	after provisional acceptance of the work.
	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is 2.5% of the amount of the Performance Bond.
GCC 6 .2 (g)	The maximum number of days is: - From the first to the thirtieth day beyond the contractual period fixed by the contract: one two-thousandth (1/2,000th) of the amount inclusive of tax of the basic contract per calendar day; - Beyond the thirtieth day: one thousandth (1/1,000th) of the amount inclusive of tax of the basic contract.
GCC 6 .1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is equivalent to the cumulative amount of the prices not executed in the estimated and quantitative details of the contract.

General Conditions of Contract

A. General

1. Defit tions

Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lumpsum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
 - (d) Bank means the financing institution named in the PCC.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
 - (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (1) Days are calendar days; months are calendar months.
- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date. (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, as specified in the PCC.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

- (u) The Initial Contract Price is the Contract Price listed in the Emp oyer's Letter of Acceptance.
- (v) The **Intended Completion Date** is the date on which it is intented that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (or at 4 other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for suparvising the execution of the Works and administering the Contract.
 - (z) PCC means Particular Conditions of Contract.
 - (aa) The **Site** is the area defined as such in the PCC.
- (bb) Site Investigation Reports are those that were included in the pidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specifications** means the Specifications of the Works include in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, install d, and removed by the Contractor that are needed for construction or install tion of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
 - (hh) The **Works** are what the Contract requires the Contractor to onstruct install, and turn over to the Employer, as defined in the PCC. (ii) "Contractor's **Personnel**" refers to all personnel whom the Contractor utilizes on the Site of other places where the Works are carried out, including the staff, abort and other employees of each Subcontractor.
 - (jj) "Key Personnel" means the positions (if any) of the Contracte 's personnel that are stated in the Specifications.
 - (kk) "ES" means Environmental and Social (including Sexual Ext loitation and Abuse (SEA), and Sexual Harassment (SH)):
 - (ll) "Sexual Exploitation and Abuse" "(SEA)" means the folloging:

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Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain:

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions:

- (mm) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel; and
- (nn) "Employer's Personnel" refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer or the Project Manager to the Contractor.
- 2. Interpretation 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance.
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,

- (e) General Conditions of Contract, including Appendices,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,2 and
- (i) any other document listed in the PCC as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the PCC.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; 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 from that count v or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shill decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation
- 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Ad adicator, after notifying the Contractor, and may revoke any delegation after not ying the Contractor.
- 6. Communications
- 6.1 Communications between parties that are referred to in the Condit ons shall be effective only when in writing. A notice shall be effective only viben it is delivered.
- 7. Subcontracting
- 7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer i writing. Subcontracting shall not alter the Contractor's obligations. The Contractor tor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.
- 8. Other Contractors
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the

² In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

8.2 The Contractor shall also, as stated in the Specifications or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.

9. Pers anel and

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment I quipme t identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
 - 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
 - (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment:
 - based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
 - has been recruited from the Employer's Personnel; (f)

(g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experien e.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as in response to any violation of (a) through (g) above. Such immediate ction shall include removing (or causing to be removed) from the Site or other particles where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

9.3 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve than.

9.4 Labor

9.4.1 Engagement of Staff and Labor. The Contractor shall provid and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding the terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specifications. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

- 9.4.2 Conditions of Labor. The Contractor shall inform the Contractor's Personnel about:
- (a) any deduction to their payment and the conditions of such conditions in accordance with the applicable laws or as stated in the Specifications; a d
- (b) their liability to pay personal income taxes in the Country in respet of such of their salaries, wages, allowances and any benefits as are subject to ax under the laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deduction, thereof as may be imposed on him by such laws.

Where required by applicable laws or as stated in the Specifications, te

Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/employment.

- 9.4.3 The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct*. The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 Facilities for Staff and Labor. Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specifications, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specifications.
 - 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specifications.
 - 9.4.8 Supply of Foodstuffs. The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specifications at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
 - 9.4.9 Supply of Water. The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
 - 9.4.10 Measures against Insect and Pest Nuisance. The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

- 9.4.11 Alcoholic Liquor or Drugs. The Contractor shall not, othe wise that in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.4.12 Arms and Ammunition. The Contractor shall not give, barter or otherwise dispose of, to any person, any arms or ammunition of any ki d, or allow Contractor's Personnel to do so.
- 9.4.13 Funeral Arrangements. The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements or any of its local employees who may die while engaged upon the Works.
- 9.4.14 Forced Labor. The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work construction work and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force coother forms of coercion, abduction, fraud, deception, abuse of power, or of 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 purposes of exploitation.

9.4.15 *Child Labor*. The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifie a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or e gage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful o the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ a engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project 1 anager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its natue or the circumstances in which it is carried out, is likely to jeopardize the heal 1, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined s aces;
- (c) with dangerous machinery, equipment or tools, or involving 1 andling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.4.16 Employment Records of Workers. The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

9.4.17 Workers' Organizations. In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

9.4.18 Non-Discrimination and Equal Opportunity. The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

9.4.19 Contractor's Personnel Grievance Mechanism. The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanism, providing that they are properly designed and implemented, address concerns premptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements

9.4.20 *Training of Contractor's Personnel*. The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES as sects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC Sub-Clause 18.2.

As stated in the Specifications or as instructed by the Project lanager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employe's Personnel.

The Contractor shall provide training on SEA and SH, including its revention, to any of its personnel who has a role to supervise other Contractor's Pe sonnel.

10. Employer's Contractor's Risks

11. Employer's Risks

- and 10.1 The Employer carries the risks which this Contract states are mployer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
 - 11.1 From the Start Date until the Defects Liability Certificate has Leen issued, the following are Employer's risks:
 - (a) The risk of personal injury, death, or loss of or damage to proper y (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him elegal the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's desimination war or radioactive contamination directly affecting the country where the Works are to be executed.
 - 11.2 From the Completion Date until the Defects Liability Certific ite has leen issued, the risk of loss of or damage to the Works, Plant, and Materials s an Employer's risk except loss or damage due to
 - (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was n t itself in Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Complet on Date.

Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipme t) which are not Employer's risks are Contractor's risks.

13. Ins rance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
 - (a) loss of or damage to the Works, Plant, and Materials:
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
 - 13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

- 14.1 The Contractor shall be deemed to have examined any Site Data **referred** to in the PCC, supplemented by any information available to the Contractor.
- 15. Contractor to Construct he Works
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date
- 15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer's requirements which may include, if stated in the Specifications:
- (a) designing structural elements of the Works taking into account climate change considerations;
- (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
- (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Lanager

16.2 The Contractor shall not carry out mobilization to the Site unles the Project Manager gives approval, an approval that shall not be unreasonably 'elayed, to the measures the Contractor proposes to address environmental and pocial risks and impacts, which at a minimum shall include applying the Nanagement Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its ap roval any additional MSIPs as are necessary to manage the ES risks and impact of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary V orks.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the de ign of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Man ger before this use.
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Le vs:
- (b) comply with all applicable health and safety obligations spec fied in the Contract:

18. Health, Safety and Protection of the Environment

- (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
- (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Certificate of Completion;
- (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land:
- (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records:
- (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel:
- (i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal:
- (k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

- (a) which shall include at a minimum:
- (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents:
- (ii) details of the training to be provided, records to be kept;

- (iii) the procedures for prevention, preparedness and response acti ities to be implemented in the case of an emergency event (i.e. an unanticipat d incident, arising from both natural and man-made hazards, typically in the firm of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning):
- (iv) remedies for adverse impacts such as occupational injuries, dea is, disability and disease;
- (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vectorborne diseases.
- (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable gloups. This includes taking measures to avoid or minimize the transmission of communical le diseases that may be associated with the influx of temporary or permanent Contract-related labor:
- (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and
- (b) any other requirements stated in the Specifications.
 - 18.3 Protection of the environment
 - (a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site): and
 - (b) limit damage and nuisance to people and property resulting fr m pollution, noise and other results of the Contractor's operations and/or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neithen the values indicated in the Specifications, nor those prescribed by applicable lasts.

In the event of damage to the environment, property and/or nuisan e to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The shall implement such remedies at its cost to the satisfaction of the Project Manager.

19. Archaeological and Geological Findings

19.1 All fossils, coins, articles of value or antiquity, structure groups of structures, and other remains or items of geological, archaeological.

paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall: (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;

- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specifications and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

- 20. Posses ion of the Site
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Acces to the Site
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspection and Audits

- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
 - 22.3 Inspections & Audit by the Bank

Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

- 23. Appointment of the Adjudicator
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance.