

PC: 17823 / 2025 / JANC / BABESSI Council / Cameroon / (Cameroon) / DCO

REPUBLIQUE DU CAMEROUN  
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PAIX – TRAVAIL – PATRIE  
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REGION DU NORD- OUEST  
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DEPARTEMENT DU NGOKETUNJIA  
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ARRONDISSEMENT DE BABESSI  
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COMMUNE DE BABESSI  
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COMMISSION INTERNE DE PASSATION  
DES MARCHES

REPUBLIC OF CAMEROON  
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PEACE – WORK – FATHERLAND  
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NORTH WEST REGION  
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NGOKETUNJIA DIVISION  
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BABESSI SUBDIVISION  
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BABESSI COUNCIL  
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INTERNAL TENDER’S BOARD

## PROCUREMENT OF SMALL WORKS

### Babessi Council internal tenders board

# Request for Quotations

No. 04 /RFQ/BC/BCITB/MINDDEVEL/PROLOG/NWR/2025 OF 3<sup>RD</sup> SEPT 2025  
FOR THE INSTALLATION OF TWENTY FIVE SOLAR STREETLIGHTS IN  
SOME LOCALITIES IN BABESSI MUNICIPALITY ,NGOKETUNJIA  
DIVISION OF THE NORTH WEST REGION (BABUNGO, BABA 1, BABESSI  
AND BANGOLAN)

Project Name: Local Governance and Resilient Communities Project (PROLOG)

Project Owner: Mayor of Babessi Council

Country: Cameroon

Funding: IDA No. 72130- CM

STEP Contract Reference No.:

Issued on:

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INTERNAL TENDER'S BOARD

**BABESSI COUNCIL INTERNAL TENDERS BOARD**

No. 04/RFQ/BC/BCITB/MINDDEVEL/PROLOG/NWR/2025 OF 3<sup>RD</sup> SEPT. 2025

**FOR THE INSTALLATION OF TWENTY FIVE SOLAR STREETLIGHTS IN  
SOME LOCALITIES IN BABESSI MUNICIPALITY, NGOKETUNJIA  
DIVISION OF THE NORTH WEST REGION (BABUNGO, BABA 1, BABESSI  
AND BANGOLAN)**

Dear Sir/Madam,

**Request for Quotation (RFQ)**

1. The Government of the Republic of Cameroon has obtained from the World Bank, IDA Credit Agreement No. 72130 - CM to finance the cost of the LOCAL GOVERNANCE AND RESILIENT COMMUNITIES PROJECT (PROLOG) and intends to use a portion of the amount of this credit to make the authorized payments under the Contract for which this Request for Quotations is published.
2. The execution of the said project includes the **INSTALLATION OF TWENTY FIVE SOLAR STREETLIGHTS IN SOME LOCALITIES IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION OF THE NORTH WEST REGION (BABUNGO, BABA 1, BABESSI AND BANGOLAN)**
3. The Mayor of the Babessi Council now invites Contractors to submit their Quotations for the Works. To this end, the Babessi Council intends to use part of the sums granted under this agreement to make the payments provided for under the contract relating to **THE CONSTRUCTION OF A SOLAR POWER LIGHTS IN BABESSI COUNCIL AREA, ...NGOKETUNJIA DIVISION OF THE NORTH WEST REGION**
4. The execution period for the works is three (03) months .



## Fraud and Corruption

1. 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.
2. In further pursuance of this policy, Contractors shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and Contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## Eligible Materials, Equipment and Services

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

## Eligible Contractors

6. In case the Contractor is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.
7. A Contractor may have the nationality of any country, subject to the restrictions pursuant to paras. 8 and 9 hereinafter. A Contractor shall be deemed to have the nationality of a country if the Contractor is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including Related Services.
8. Firms and individuals may be ineligible if so indicated in para.9 below and:
  - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
9. In reference to paras. 5 and 7, for the information of Contractors, at the present time firms, goods and services from the following countries are excluded from this procurement process:
  - (a) Under para. 5 and 8 (a): *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*.
  - (b) Under para. 5 and 8 (b): *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*



10. 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 Sanctions Framework as described in the appendix to the Contract Conditions (Appendix A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.

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

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

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

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

### Performance Security (NOT APPLICABLE)

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

### Validity of Quotations

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

### Price

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

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

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

### *Option 2- Lump-Sum contracts*

16. The Contractor shall also fill in a breakdown of its lump-sum price in the attached Activity Schedules.

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

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

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

### Technical proposal

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

### For administrative files:

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

- Undertaking by bidder stamped, signed, and dated in conformity with the model attached
- A certified copy of business license valid and less than 3 months
- An attestation of non-bankruptcy issued by the court
- Tax clearance certificate certifying that the bidder has made the required tax declarations within the last 90 days
- Certificated of non-exclusion from public contract
- CNPS certificate dates less than three months
- Receipt of purchase of the Request of Quotation,



- Attestation of Bank account of the bidder issued by a bank, or any other first-order credit institution approved by the Ministry in charge of finance
- Attestation of taxpayer's registration (NIU)
- Attestation of categorization of enterprise in the electric energy sector
- Site visit certificate and report signed on honor by the tenderer
- A grouping agreement signed by a notary will be required in the case of a grouping.

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

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

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

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

#### Clarifications

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

#### Submission of Quotations

Invited eligible Bidders may obtain further information from **BABESSI COUNCIL Building, Cell Phone : 683 10 33 75 PO BOX : .....**; and inspect the bidding document during office hours, Monday to Friday between 9am and 3pm (GMT+1).

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

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

Tenders must be delivered to the **Babessi Council**, Cell Phone : +237 683 10 33 75, PO BOX : ..... located at Babessi , no later than 03/10/2025 at 10 am, in seven (07) copies (including one (01) original and six (06) copies plus a USB key containing the digital PDF and editable version) in sealed envelopes marked :

**"Request for quotation Notice No.04/RFQ/BC/BCITB/MINDDEVE/PROLOG/NWR/2025 OF 03/09/2025 FOR THE INSTALLATION OF TWENTY FIVE SOLAR STREETLIGHTS IN SOME LOCALITIES IN BABESSI MUNICIPALITY ,NGOKETUNJIA DIVISION OF THE NORTH WEST REGION (BABUNGO, BABA 1, BABESSI AND BANGOLAN)"**

Submission of tenders by electronic means will not be permitted. Any tender arriving after the deadline for submission of tenders will be rejected. Tenders will be opened in the presence of the tenderers' representatives at the above-mentioned address, the 03/10/2025 on at 10 am in the conference room of the **Babessi Council's Internal Tender's Board**.



21. The deadline for submission of Quotations is *[insert time, day, month, year]*.

22. The address for submission of Quotations is:

Attention: *[insert full name of person, if applicable]*

E-mail address: or link to e-procurement system

#### Opening of Quotations

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

#### Evaluation of Quotations

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

☐ Verification that the Quotation Letter is properly completed, dated, and signed with the signatory's name and title;

☐ Verification that the Unit Price Schedule and the Quantitative and Descriptive Quote are 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 discounts offered, if any, after considering all possible combination of lots"]*.

#### EVALUATION GRID

N°	Description	NOTATION
1	<b>Presentation of the offer</b>	
	Compliance with the order prescribed in the RFQ with separators	Yes/no
	Readability and numbering	Yes/no
2	<b>References in similar projects</b>	
	List of references for the last 7 years (dates)	Yes/no
	Provided with at least 2 references of similar works completed (provided by the first and last page of the contract + acceptance report or certificate of completion)	Yes/no
3	Quality of staff	
	Works director	
	Diploma (industrial engineering or electrical engineering with training in renewable energies (Bac+3)) dated and signed	Yes/no
	Project Manager's CV, dated and signed	Yes/no

	Seniority $\geq 3$ years of experience in a similar field	Yes/no
	<b>Foreman</b>	
	Diploma (Industrial Engineering Technician or Electrical Engineering Technician or with proof of training in renewable energies (Bac+2)) dated and signed	Yes/no
	Curriculum Vitae of the Construction Manager, dated and signed	Yes/no
	Seniority $\geq 2$ years of experience in a similar field	Yes/no
<b>4</b>	<b>Construction Equipment</b>	
	List of small equipment consistent with the tasks (produce photocopies of purchase invoices or rental invoices)	Yes/no
<b>5</b>	<b>Methodology for carrying out the work</b>	
	Detailed technical note concerning the organization of the work	Yes/no
	Description of socio-environmental protection rules (environmental protection, safety, health, and hygiene of site personnel)	Yes/no
	Detailed work schedule with deadlines $\leq$ ninety (90) days	Yes/no
<b>6</b>	Special technical clauses booklet, initialed on each page, dated and signed on the last page	Yes/no
<b>7</b>	Environmental and social clauses booklet, initialed on each page, dated and signed on the last page	Yes/no
<b>8</b>	Special administrative clauses booklet, initialed on each page, dated and signed on the last page	Yes/no
	Total yes	..... /17

NB: Only bids with a total of 14 out of 17 yes votes will be accepted for the next stage of the procedure.

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

For the purposes of evaluation and comparison, the currency(ies) of the quotations must be converted into the same currency. The currency to be used for comparison purposes to convert the proposed prices, expressed in various currencies, into the comparison currency at the selling exchange rate will be the following: CFA franc (XAF). The source of the exchange rate is the Bank of Central African States (BEAC). The exchange rate date is: twenty-eight (28) days before the date



of submission of offers. (NB: If the reference currency is not quoted on this date, the exchange rate will be that of the last previous day quoted.).

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

### **Contract Award**

*[Select either of the two options below]*

#### *[Option 1- For Single Lot*

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

#### *[Option 2- For Multiple Lots*

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

On behalf of the Employer:

Signature:



Name:

Title/position:

Attachments:

**Annex 1: Works Requirements Annex 2: Quotation Form Annex 3: Contract Forms**



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 INTERNAL TENDER'S BOARD

## COMMISSION INTERNE DE PASSATION DES MARCHÉS COMMUNE DE BABESSI

DEMANDE DE COTATION No. 04/RFQ/BC/BCITB/MINDDEVEL/PROLOG/NWR/2025 DU 03 SEPT. 2025 POUR L'INSTALLATION DE VINGT-CINQ LAMPADAIRES SOLAIRES DANS CERTAINES LOCALITES DE LA COMMUNE DE BABESSI, DÉPARTEMENT DE NGOKETUNJIA DE , RÉGION DU NORD-OUEST (BABUNGO, BABA 1, BABESSI ET BANGOLAN)

Madame, Monsieur,

### Demande de Cotation (RFQ)

1. Le gouvernement de la République du Cameroun a obtenu de la Banque mondiale l'accord de crédit IDA n° 72130 - CM pour financer le coût du PROJET DE GOUVERNANCE LOCALE ET DE COMMUNAUTÉS RÉSILIENTES (PROLOG) et a l'intention d'utiliser une partie du montant de ce crédit pour effectuer les paiements autorisés dans le cadre du contrat pour lequel la présente demande de devis est publiée.
2. La réalisation dudit projet comprend L'installation De Vingt-Cinq Lampadaires Solaires Dans Certaines Localites De La Commune De Babessi, Département De Ngoketunjia De La Région Du Nord-Ouest(Babungo, Baba 1, Babessi Et Bangolan) .
3. Le maire du Commune de Babessi invite désormais les entrepreneurs à soumettre leurs devis pour les travaux. À cette fin, la Commune de Babessi a l'intention d'utiliser une partie des sommes accordées au titre du présent accord pour effectuer les paiements prévus dans le contrat relatif à la.....
4. La durée d'exécution des travaux est de **trois (03) mois**.
5. **Fraude et corruption**
  - a) La Banque exige le respect de ses directives anti-corruption et de ses politiques et procédures de sanctions en vigueur, telles qu'énoncées dans le cadre de sanctions du Groupe de la Banque mondiale, figurant à l'annexe A des conditions contractuelles.

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

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

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

**7. Entrepreneurs éligible**

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

8. Un entrepreneur peut avoir la nationalité de n'importe quel pays, sous réserve des restrictions prévues aux paragraphes 8 et 9 ci-dessous. Un contractant est réputé avoir la nationalité d'un pays s'il est constitué, enregistré ou enregistré dans ce pays et s'il exerce ses activités conformément aux dispositions de la législation de ce pays, comme en témoignent ses statuts (ou documents équivalents de constitution ou d'association) et ses documents d'enregistrement, selon le cas. Ce critère s'applique également à la détermination de la nationalité des sous-traitants ou sous-consultants proposés pour toute partie du contrat, y compris les services connexes.

9. Les entreprises et les particuliers peuvent être inéligibles si cela est indiqué au paragraphe 9 ci-dessous et si :

- a) En vertu de la loi ou de la réglementation officielle, le pays de l'emprunteur interdit les relations commerciales avec ce pays, à condition que la Banque soit convaincue que cette exclusion n'empêche pas une concurrence effective pour la fourniture des biens ou la passation des marchés de travaux ou de services requis ; où
- b) En vertu d'une décision du Conseil de sécurité des Nations Unies prise en vertu du chapitre VII de la Charte des Nations Unies, le pays de l'emprunteur interdit toute importation de biens ou tout contrat de travaux ou de services provenant de ce pays, ou tout paiement à un pays, une personne ou une entité de ce pays.

10. En référence aux paragraphes 5 et 7, pour information des entrepreneurs, à l'heure actuelle, les entreprises, les biens et les services provenant des pays suivants sont exclus du présent processus de passation de marchés :

- (a) En vertu des paragraphes 5 et 8 (a) : *[insérer une liste des pays après approbation par la Banque de l'application de la restriction ou indiquer « aucun »]*.
- (b) En vertu des paragraphes 5 et 8 (b) : *[insérer une liste des pays après approbation par la Banque de l'application de la restriction ou indiquer « aucun »]*.

11. Un entrepreneur qui a été sanctionné par la Banque, conformément à ses directives anticorruption, en vertu de ses politiques et procédures de sanctions en vigueur telles que définies dans le cadre de sanctions du Groupe de la Banque mondiale décrit à l'annexe des conditions contractuelles (annexe A), paragraphe 2.2 d., ne sera pas autorisé à soumettre des offres, à se voir attribuer un contrat financé par la Banque ou à bénéficier d'un contrat financé par la Banque, financièrement ou autrement, pendant la période déterminée par la Banque. La



liste des entreprises et des personnes exclues est disponible sur le site web externe de la Banque : <http://www.worldbank.org/debarr>.

12. Les entrepreneurs qui sont des entreprises ou des institutions publiques dans le pays de l'employeur ne peuvent être autorisés à soumissionner et à se voir attribuer un ou plusieurs contrats que s'ils peuvent établir, d'une manière acceptable pour la Banque, qu'ils :
  - a) ils sont juridiquement et financièrement autonomes ;
  - b) opèrent en vertu du droit commerciale et
  - c) ne sont pas sous la supervision de l'employeur.
13. Un contractant ne doit pas se trouver en situation de conflit d'intérêts. Tout contractant se trouvant en situation de conflit d'intérêts sera disqualifié. Un contractant peut-être considéré comme se trouvant en situation de conflit d'intérêts aux fins du présent processus d'appel d'offres si :
  - (a) il contrôle directement ou indirectement, est contrôlé par ou est sous contrôle commun avec un autre entrepreneur ayant soumis une offre ;
  - (b) il reçoit ou a reçu une subvention directe ou indirecte d'un autre contractant ayant soumis une offre ;
  - (c) il a le même représentant légal qu'un autre entrepreneur ayant soumis une offre ;
  - (d) Entretient, directement ou par l'intermédiaire de tiers communs, une relation avec un autre entrepreneur ayant soumis une offre qui le place en position d'influencer l'offre d'un autre entrepreneur ou d'influencer les décisions de l'employeur concernant le processus d'appel d'offres ; ou
  - (e) ou l'une de ses filiales a participé en tant que consultant à la préparation de la conception ou des spécifications techniques des travaux faisant l'objet du processus d'appel d'offres ; ou
  - (f) ou l'une de ses filiales a été engagée (ou est proposée pour être engagée) par l'Employeur ou l'Emprunteur pour la mise en œuvre du Contrat ; ou
  - (g) fournirait des biens, des travaux ou des services autres que des services de conseil résultant de, ou directement liés à, des services de conseil pour la préparation ou la mise en œuvre du projet spécifié dans la présente demande de devis, qui ont été fournis par une filiale qui contrôle directement ou indirectement, est contrôlée par, ou est sous contrôle commun avec cette entreprise ; ou
  - (h) entretient des relations commerciales ou familiales étroites avec un membre du personnel professionnel de l'Emprunteur (ou de l'agence chargée de la mise en œuvre du projet, ou d'un bénéficiaire d'une partie du prêt) qui : (i) est directement ou indirectement impliqué dans la préparation de la demande de devis ou du cahier des charges et/ou dans l'évaluation des devis du Contrat en question ; ou (ii) serait impliqué dans la mise en œuvre ou la supervision dudit contrat, à moins que le conflit découlant de cette relation n'ait été résolu d'une manière acceptable pour la Banque tout au long du processus d'appel d'offres et de l'exécution du contrat.

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

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

#### **15. Validité des offres**

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



## 16. Prix

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

- a) *Le contractant doit également indiquer ses tarifs et prix pour tous les éléments des travaux décrits dans le devis quantitatif ci-joint. Les éléments pour lesquels aucun tarif ou prix n'est indiqué par le contractant ne seront pas payés par l'employeur lors de l'exécution et seront considérés comme couverts par les tarifs des autres éléments et les prix indiqués dans le devis quantitatif.*

*Les tarifs et les prix doivent inclure tous les droits, taxes et autres prélèvements payables par l'entrepreneur en vertu du contrat, à la date fixée à 7 (sept) jours avant la date limite de soumission des devis.*

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

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

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

18. La ou les devises de l'offre et la ou les devises de paiement doivent être identiques.

## 19. Proposition technique

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

### Pour les dossiers administratifs :

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

- + Engagement du soumissionnaire tamponné, signé et daté conformément au modèle joint
- + Une attestation de non-faillite délivrée par le tribunal
- + Une attestation de conformité fiscale valable moins de trois mois
- + Certificat de non-exclusion des marchés publics
- + Certificat CNPS datant de moins de trois mois
- + Quittance d'achat de la Demande de Cotation,
- + 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'immatriculation (NIU)
- + Attestation de catégorisation de l'entrepreneur dans le secteur d'énergie électrique
- + Certificat de visite du site et rapport signé sur l'honneur par le soumissionnaire
- + Un accord de regroupement signé par un notaire sera exigé en cas de regroupement.

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

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

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



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

## 20. Clarifications

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

## 21. Soumission des devis

Les soumissionnaires éligibles invités peuvent obtenir de plus amples informations auprès du conseil municipal de BABESSI, téléphone portable : +237670003577, boîte postale : 03, BABESSI, et consulter le dossier d'appel d'offres pendant les heures de bureau, du lundi au vendredi, de 9 h à 15 h (GMT+1).

Dès la publication de l'appel d'offres, les documents d'attribution du marché (dossier d'appel d'offres) seront mis à la disposition de tous les soumissionnaires, soit à leur demande auprès du Conseil de BABESSI ou de la PMU/RCU PROLOG, soit via le lien Internet indiqué dans l'appel d'offres.

Toutes les offres ne seront acceptées que si elles sont accompagnées d'un reçu de paiement de 30 000 francs CFA, non remboursables, au trésor de la Commune de Babessi.

Les offres doivent être remises au Conseil municipal de Babessi, téléphone portable : ++237 683 10 33 75, PO BOX : \_\_\_\_\_ Babessi, au plus tard le 03/10/2025 à 10 heures précises, en sept (07) exemplaires (dont un (01) original et six (06) copies, plus une clé USB contenant le PDF numérique et la version modifiable) dans des enveloppes scellées portant la mention :

«DEMANDE DE COTATION No. 04/RFQ/BC/BCITB/MINDDEVEL  
/PROLOG/NWR/2025 DU 03 SEPT. 2025 POUR L'INSTALLATION DE VINGT-  
CINQ LAMPADAIRES SOLAIRES DANS CERTAINES LOCALITES DE LA  
COMMUNE DE BABESSI, DÉPARTEMENT DE NGOKETUNJIA DE , RÉGION DU  
NORD-OUEST (BABUNGO, BABA 1, BABESSI ET BANGOLAN)»

22. La soumission des offres par voie électronique ne sera pas autorisée. Toute offre arrivant après la date limite de soumission sera rejetée. Les offres seront ouvertes en présence des représentants des soumissionnaires à l'adresse susmentionnée, le 03/10/2025 à 10 heures précises dans la salle de conférence de la Commission interne de Passation des Marchés de la Commune de Babessi.

23. La date limite de soumission des devis est fixée au 03./10/2025 à 10 heures précises].

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

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

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

## 25. Ouverture des offres

26. Les offres seront ouvertes par la Commission interne de Passation des Marchés de la Commune de Babessi immédiatement après la date limite de soumission des offres.

## 27. Evaluation des offres

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

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

### GRILLE D'ÉVALUATION

N°	Description	NOTATION
1	<b>Présentation de l'offre</b>	
	Conformité avec l'ordre prescrit dans la demande de devis avec séparateurs	Oui/Non
	Lisibilité et numérotation	Oui/Non
2	<b>Références dans des projets similaires</b>	
	Liste des références pour les 5 dernières années (dates)	Oui/Non
	Fournir au moins 2 références de travaux similaires réalisés (justifiées par la première et la dernière page du contrat + rapport d'acceptation ou certificat d'achèvement)	Oui/Non
3	<b>Qualité du personnel</b>	
	<b>Directeur des travaux</b>	
	Diplôme (Génie industriel, Génie électrique avec formation en énergie renouvelable (Bac+3)) date et signée	Oui/Non
	CV, date et signée	Oui/Non
	Séniorité $\geq 3$ ans dans un domaine similaire	Oui/Non
	<b>Contremaître de chantier</b>	
	Diplôme (Génie industriel, Génie électrique avec formation en énergie renouvelable (Bac+2)) date et signée	Oui/Non
	CV, date et signée	Oui/Non
	Séniorité $\geq 2$ ans dans un domaine similaire	Oui/Non
	<i>NB : chaque « oui » obtenu doit être justifié par une copie certifiée conforme du diplôme et une pièce d'identité signée et datée.</i>	
	<b>Équipements/outils du chantier</b>	
	Liste des petits équipements nécessaires à l'exécution des tâches (fournir des photocopies des factures d'achat ou de location)	Oui/Non
6	<b>Méthodologie pour la réalisation des travaux</b>	



	Note technique détaillée concernant l'organisation des travaux	Oui/Non
	Description des règles de protection socio-environnementale (protection de l'environnement, sécurité, santé et hygiène du personnel du site)	Oui/Non
	Calendrier détaillé des travaux avec des délais $\leq$ cent vingt jours (120) jours	Oui/Non
7	Livret des clauses techniques spéciales, paraphé à chaque page, daté et signé à la dernière page	Oui/Non
8	Livret des clauses environnementales et sociales, paraphé à chaque page, daté et signé à la dernière page	Oui/Non
	Livret des clauses administratives spéciales, paraphé à chaque page, daté et signé à la dernière page	Oui/Non
9	Rapport de visite du site (justifié par des photos et une description détaillée du site)	Oui/Non
	<b>Total</b>	..... /17

NB : Seules les offres ayant obtenu un total de 14 votes positifs sur 17 seront acceptées pour la prochaine étape de la procédure.

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

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

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

## 28. 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.

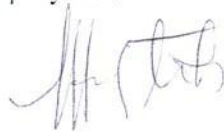
*[Option 2 - Pour plusieurs lots]*

29. 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. »]
30. 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.

31. L'employeur communiquera par les moyens les plus rapides aux autres entrepreneurs sa décision d'attribution du contrat. Un entrepreneur non retenu peut demander des éclaircissements sur les raisons pour lesquelles son devis n'a pas été retenu. L'employeur répondra à cette demande dans un délai raisonnable.
  32. 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.
- Au nom de l'Employeur :

Signature :



Nom :

Titre/fonction :

Pièces jointes :



## TECHNICAL SPECIFICATIONS (STS)

1

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Chapter I: General Provisions	
Article 1: Purpose of the TSP	

The purpose of this TSP is to inform bidders about the nature of the work to be performed, its scope, dimensions, and the technical specifications to be observed. However, it is not exhaustive, and the contractor must perform, as included in its prices, without exception or reservation, all work required by its profession that is essential for the complete completion of the work in accordance with industry standards.

The plans and diagrams in this TSP are therefore provided for informational purposes only to visualize the project.

#### Article 2: Contractor's Responsibilities

The fact that a contractor executes without modification the requirements of the documents prepared by the Engineer cannot in any way diminish its full and complete responsibility as a contractor. Thus, a site visit will provide a fair assessment of the services to be performed.

In the event of an error or inadequacy, the contractor must refer the matter to the engineer in a timely manner so that the latter has sufficient time to make any necessary adjustments or corrections. The contractor shall remain solely responsible for any errors or modifications that may result, for the contractor or for subcontractors, from an oversight or failure to comply with this clause.

The contractor shall be liable for all damage or accidents caused by its personnel as a result of the work.

#### Article 3: Nature of the Work

**THE WORK COVERED BY THIS CONTRACT INVOLVES THE INSTALLATION OF 25 SOLAR STREETLIGHTS IN BABUNGO, BABA-I ,BANGOLAN AND BABESSI VILLAGES OF, BABESSI COUNCIL, NGOKETUNJIA DIVISION OF NORTH WEST REGION.**

#### Article 4: Standards and Regulatory Texts

##### 4.1- General Standards and Texts

All work covered by this contract must comply with the requirements, laws, decrees, orders, standards, norms, and publications in force in Cameroon relating to the management of the electricity sector and the Cameroon Labor Code. In the absence of such texts, the recommendations of the International Electro technical Committee (ETC) will be applied in this order:

- European standards CEN-CENELEC (EN);
- French standards AFNOR;
- UTE-class C standards concerning electrical installations NF C 10-100; NF C 10-101; NF C 10-200; NF C 13-100; NF C 14-100; NF C 15-100) and addenda;
- Unified Technical Documents (DTU).

##### 4.2- Standards and regulations relating to photovoltaic installations

- The photovoltaic installations in this contract must comply with the requirements, laws, decrees, orders, standards, norms, and publications in force in Cameroon relating to renewable energy and low-voltage installations. In the absence of such regulations, the following will apply:



- UTE C 57-300: Descriptive parameters of a photovoltaic system;
- UTE C 57-310: Direct conversion of solar energy into electrical energy;
- NF EN 61727: Photovoltaic (PV) system – Characteristics of the grid connection interface;
- NF EN 61173: Overvoltage protection for photovoltaic (PV) energy production systems;
- IEC 61724: Monitoring the operating qualities of photovoltaic systems – Recommendations for data measurement, transfer, and analysis; NF EN 60904-3 (C57-323) :
- Photovoltaic Device – Part: Measurement of photovoltaic current-voltage characteristics – Part 3: Measurement principles for terrestrial solar photovoltaic (PV) devices including reference spectral illumination data;
- NF EN 61215 Mono- or polycrystalline silicon photovoltaic (PV) modules: Design qualification and approval;
- NF EN 61730-1 (C57-111-1) Qualification for the operational safety of photovoltaic modules Part 1: Construction requirements;
- NF EN 61730-2 (C57-111-2) Qualification for the operational safety of photovoltaic modules Part 2: Test requirements;

#### 4.3 - Standards and texts related to public lighting installations

The public lighting installations, subject of this contract, must comply with the regulations, laws, decrees, orders, standards, and publications in force in Cameroon and related to public lighting. In the absence of such texts, the following standards will be applied:

- NF EN 60598 standards on luminaire safety;
- UTE C 17-205 standard applicable to public lighting characteristics;
- NF C 17-200 standard related to installations for public road lighting;
- NF C 17-202 standard applicable to lighting and luminous motif installations;
- NF EN 13201 standard concerning public lighting, parts 1, 2, 3, and 4;
- NF EN 40 standard concerning public lighting candelabras;
- EN 62031 standard;
- EN 62471 standard;
- IEC 61215 standard;
- IEC 61730 I and II standards;
- EN 62133 standard;
- CE, EN 61000 standard.

## **OTHER TEXTS**

The fact that not all regulations are mentioned does not exempt the Contractor from complying with them. By signing the Contract, the Contractor takes responsibility for the design and execution of the installations. They must therefore provide their comments on the design of the file before signing the Contract. If new regulations come into force during the works, the Contractor will be required to inform the Engineer in writing, specifying the application procedures for these new regulations and their impact on the ongoing operation.

### **Article 5 - Quality and origin of materials**

All materials, equipment, and accessories used in the installations must be new and of high quality. The bidder will provide, with their offer and in any case, the list and description of their suppliers, as well as supporting documents for previous supplies or potential partnerships. During execution, no material changes can be made without the authorization of the Engineer.

### **Article 6 - Site organization - deadlines - penalties**

All necessary measures for the execution of the works, subject of this contract, must be taken (provisional power supply and connection, work schedule arrangement, etc.). The company must ensure the timely supply of all materials and supplies necessary for the regular progress of the site. No delivery failure by suppliers can be invoked to excuse a delay in the prescribed deadlines.

### **Article 7 - Changes to services during execution**

No changes to the selected project can be made during execution without the authorization of the Project Owner.

### **Article 8 - Site visits and meetings**

A site survey will be organized in the presence of the Contractor before the start of installation work. Whenever convened by the Project Owner (or their representative), the Contractor must participate in site meetings.

### **Article 9 - Hygiene, safety, and working conditions**

#### **9.1 - General safety measures**

All regulatory provisions concerning worker hygiene and safety must be respected by the Contractor and their potential subcontractors. In addition, the provisions of Article 10 of this TSP must be respected.

#### **9.2 - Specific safety measures**

To limit the risks incurred during the works, subject of this Contract, certain safety measures must be implemented:

- Handling work: use of personal protective equipment (helmet, clothing, gloves, safety shoes, etc.); use of suitable handling equipment; use of tools and devices approved for outdoor use (tools, portable electric tools, extension cords, inspection lamps, generators, etc.);
- Electrical work: use of personal protective equipment; use of collective safety equipment (signaling banners, etc.); respect for installation procedures;



- Work at heights: use of temporary or permanent suitable equipment (mobile ladder, cradle ladder, scaffolding, etc.); use of personal protective equipment (safety harness, leash, helmet, etc.); signaling and delimitation of - of work areas facing the risk of falling objects (barriers, marking, information panels, etc.).

#### **Article 10 - Number and qualification of operators**

The co-contractor will mobilize, for the services subject of this Contract, in addition to the management personnel, as specified in Table 2 of the particular regulations of the Call for Tenders, a team of at least 8 operators. These operators must have a minimum proven experience in similar work, including the installation of modules and supporting structures, implementation of photovoltaic installations, electrical wiring, work at heights, metalwork, woodwork, and masonry. The organization plan that the Co-contractor must provide in their technical offer must specify the function and tasks assigned to each operator.

### **Chapter II - General technical specifications for services**

#### **Article 11 - Definitions**

A solar streetlight is a public lighting device operating from photovoltaic solar energy. Within the meaning of this TSP, it includes:

- A candelabra: the assembly consisting of the mast and the arm;
- A luminaire or streetlight head: the mechanical, optical, and electrical assembly that includes one or more lamps. It allows for the distribution and control of the luminous flux, as well as protection of the lamps, electrical and mechanical devices Electrical and mechanical weatherproofing devices;
- ☐ One or more photovoltaic modules;
- ☐ One or more above-ground or underground storage batteries;
- ☐ A charge controller;
- ☐ The entire control system;
- ☐ A mounting plate.

#### **Article 12: Database**

- 12.1 Solar Irradiation: The solar irradiation in the region is estimated to be  $5.2 \text{ kWh/m}^2/\text{day}$ .
- 12.2 Number of Solar Streetlights: The number of solar streetlights to be installed is 25.

#### **Article 13: Candelabra**

- The candelabra will be made of hot-dip galvanized steel, with a polygonal, round, or octagonal shape, and a single or double arm.
- It must be designed to support the entire streetlight system and have a wind resistance of  $\geq 160 \text{ km/h}$ .
- The height of the candelabra will be between 7m and 9m.

#### **Article 14: Luminaire**

- The luminaire will have an optical system consisting of a reflector, refractor, and adjustment device.
- It must provide high efficiency without emitting light above the horizon.
- The luminaire will be IP67-rated, and the lamps will be high-efficiency LED lamps with a power consumption of 20-40W and a luminous efficacy of up to 175 lm/W.
- The lamps must be certified to EN 62031 and EN 62471 standards.

#### **Article 15: Photovoltaic Modules**

- The photovoltaic modules must withstand various environmental conditions, including temperatures between -10°C and +85°C, relative humidity up to 100%, and wind speeds up to a certain threshold.
- The modules must meet IEC 61215 and IEC 61730 standards for monocrystalline silicon modules.
- The modules must have a minimum power output of 80 Wc (2x40 Wc) and a lifespan of 20 years at 80% initial power.

#### **Article 16: Solar Batteries**

- The batteries will be designed to power the streetlights from 6 pm to 6 am and provide an autonomy of 3 days.
- They must provide a stable current over long periods while maintaining their recharge capacity.
- The batteries will be NiMH-type, maintenance-free, and have a high resistance to extreme temperatures.

#### **Article 17: Electronic Device**

- The electronic device must allow communication via Bluetooth and meet specific technical requirements.
- It must have a maximum charge/discharge current of 4.2 A and be protected by an electronic fuse.
- The device must be waterproof (IP65) and meet CE and EN 61000 standards.

#### **Article 18: Grounding and Lightning Protection**

- The interconnection of masses is crucial for proper functioning of lightning and surge protection.
- Metal masses of equipment must be interconnected and connected to the earth.
- Lightning arresters must be installed on both sides of connections to protect equipment against indirect lightning strikes.

#### **Article 19: Streetlight Control**

- A control device must be installed to control the lighting and extinguishing of lamps at appropriate times.
- The device may be integrated into the charge regulator.
- A power adjuster must be installed to reduce energy consumption during the night.



**Article 20: Fixation and Civil Engineering**

- The streetlight will be fixed to the ground using a concrete foundation and four anchor rods.
- The foundation must be designed to support the loads due to the streetlight.

**Article 21: Tree Trimming and Pruning**

- The work includes trimming and pruning any obstacles that may cause shading on the modules.

**Article 22: Calculation Note**

(The bidder will provide a detailed calculation note in their bid and then complete the table below):

General information	Energy requirements (Wh/day)		
	Solar irradiation (kWh/m2/day)		
	Nominal voltage (V)		
	Illumination efficiency		
	PV generator efficiency		
	Battery efficiency		
	Converter efficiency		
	Regulator efficiency		
	Battery depth of discharge		
PHOTOVOLTAIC GENERATOR	Correction factor		
	Peak power (kW)		
	MODULES	Power	
		Voltage	
		Number of modules in series	
		Number of branches	

	Total power		
	Photovoltaic field current (A)		
BATTERY	Autonomy		
	Storage capacity (Ah)		
	BATTERY	Capacity	
		Tension	
		Serial number	
		Number of outlets	
	Total capacity(Ah)		
REGULATOR	Input current or photovoltaic field current (A)		
	Output current (A)		
	Characteristic current (A)		



## Article 23: Technical characteristics of the works (to be completed by the bidder)

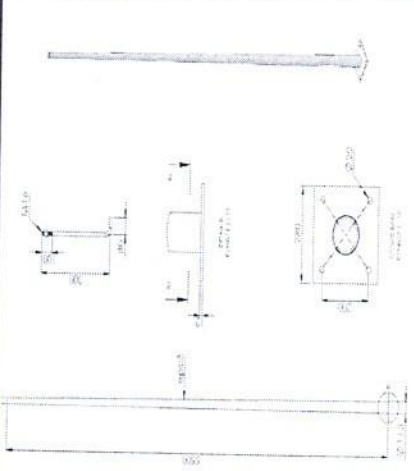
Contract :				
Locality :				
Subdivision :				
Division :				
Region :				
Number of street lamps :				
PHOTOVOLTAIC GENERATOR		Exigency of the RFQ	Proposal of the contractor	Observation s
Solar Pannel	Mark			
	Type			
	Capacity			
	Output			
	Minimum output			
	Number			
Battery	Mark			
	Type			
	Capacity (Ah)			
	Voltage(V)			
	Number of cycles per 80% discharge			
	Number of cycles per 30% discharge			
	Output			
Regulator	Mark			
	Current(A)			

	Voltage			
	Automatic regulation			
	Automatic disconnection			

	Localisation MPPT			
Operating temperature				
Protection index				
<b>BASE PLATE</b>				
Material				
Height of iron pole				
Setting up				
Interval				
<b>LIGHTING</b>				
Mark				
Type				
Capacity				
Maximum luminous flux power				
Luminous efficacy				
Battery life with a fully charged battery				
Temperature resistance				
Fixture life				
Bathtub (shape or orientation)				
Control device (specify)				
<b>MAINTENANCE CYCLE AND GUARANTEE</b>				
Recommended battery replacement after (specify number of years)				
Recommended lamp replacement after (specify number of years)				
Guarantee of solar production (specify after the	Year	percentage		
	Year	percentage		





Mast	Height	9 to 11 m	
	Material	User-friendly hot-dip galvanized pole	
	Type	Polygonal Round Octagonal – Single arm Double arm	
	Wind resistance	$\geq 160$ KH	

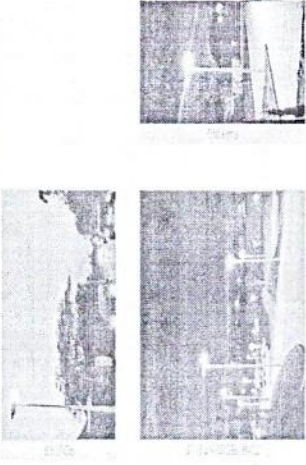
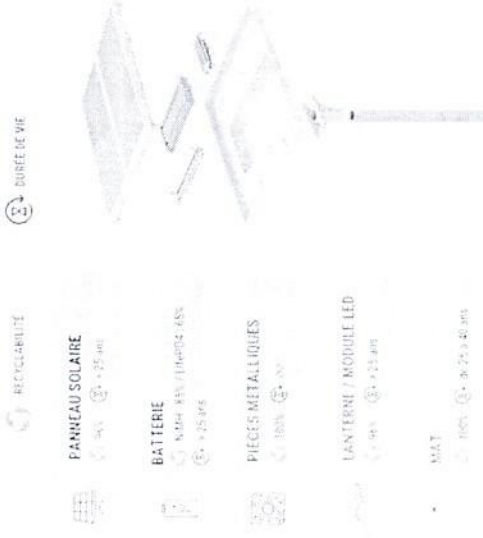


Battery	Battery Technology	Maintenance-free NiMH battery, highly resistant to extreme temperatures
	Voltage	24 V
	Capacity	240 Wh
	Operating Temperature	40°C to 70°C
	Lifespan	12 years
	Certifications	EN 62133
Electronic	Communication	Bluetooth
	Input Voltage	24 V
	Open Circuit Voltage	45 V
	Maximum Charge/Discharge Current	4.2 A
	Electrical Protection	Electronic fuse
	Water Resistance	IP65 with waterproof connectors
	Certifications	CE, EN 61000
General	Materials	ABS PMMA cover (70% recycled) and aluminum
	SCx	0.147 m <sup>2</sup>
	Mounting	60 mm top mounting
	Weight (Excluding Mat)	19 kg
	Motion Detector (Required)	Detection radius: 5 to 10 m depending on the installation height



# ANNEX 1: Works Requirements Specifications

## FEATURES OF ALL IN ONE SOLAR STREET LIGHT

	Item	Technical Description	Images
Lighting	LED Module	High-efficiency LED - Multi-chip technology (IP67)	
	Luminous Flux	3500 to 7000 lumens	
	Power Consumption	20 W to 40 W	
	Luminous Efficiency	Up to 175 lm/W (4000 K)	
	Color Temperature	27,000 K, 3000 K & 4000 K	
	Lifespan	50,000 hours	
	Certifications	EN 62031, EN 62471	
Solar panels	Technology	Photovoltaic module (monocrystalline silicon)	
	Power	80 Wp (2x40 Wp)	
	Electrical Characteristics per Panel	$I_{sc} = 2.19 \text{ A/Voc} = 24.17 \text{ V/Imp} = 2.01 \text{ V/m}$	
	Panel Dimensions	776 x 350 mm	
	Lifespan	20 years at 80% of initial power	
	Tilt	Horizontal	
	Structure	Frameless	
	Certificates	IEC 61215; IEC 61730 I and II	



percentage guaranteed production)	of		e		
		Year	percentag e		
		Year	percentag e		
<b>FIXING THE LAMP POSTS</b>					
<b>Footings in reinforced concrete</b>		Dosage			
		Dimensions			
		(LxWxH) mm			
<b>Plate</b>		Material			
		Dimension(LxWxH) mm			
<b>Sealing rods</b>		Material			
		Number			
		Dimensions			

### CONDITIONS FOR PROVISIONAL ACCEPTANCE

Provisional acceptance will be pronounced based on the results and findings made on the site, except for reservations made by the contractor in the site logbook. The conditions for provisional acceptance will include:

- Availability of the technical pre-acceptance report
- Tests or trials of the solar streetlight system

The provisional acceptance will be subject to a report.

### CONDITIONS FOR FINAL ACCEPTANCE

Final acceptance will be pronounced at the end of the warranty period, set at six (6) months. No specific tests will be conducted, but a new control of the solar system's operation, a verification of the condition of the streetlights and batteries, a verification of the availability of the masts, and a survey of the population will be conducted to ensure proper functioning over time.

If conditions inferior to those of provisional acceptance are observed, the contractor will be required to restore the initial characteristics at their own expense.

## **SITE VISIT**

A site visit is recommended for bidders to understand the site constraints. Bidders must take into account all constraints in their financial proposal. The successful bidder must pay particular attention to task planning, site organization, and expense management to avoid delays or work stoppages.

## **EXECUTION AND COMPLETION PROJECT**

The successful bidder will produce an execution project within 15 days, including:

- Methodology
- Execution schedule
- Personnel list
- Site organization chart
- Intervention and supply schedule
- Supplier list
- Execution plans for works
- Health and safety measures

At the end of the work, a completion report will be produced, including:

- Final completion report with execution details
- Personnel employed
- Difficulties encountered
- Changes made to the specifications

## **WARRANTY**

The contractor's obligations during the warranty period include replacing or repairing defective parts or those damaged due to manufacturing defects. The contractor will conduct follow-up visits to ensure proper functioning and maintenance of equipment during the warranty period.

## **SOCIO-ENVIRONMENTAL ASPECTS**

To mitigate environmental impacts, the following actions must be respected:

- Preparation of an environmental action plan
- Internal regulations specifying safety rules and prohibiting alcohol consumption during work hours
- Information and awareness campaign for personnel and residents
- Specific socio-environmental measures, including:
  - Hydrocarbon management
  - Personnel and user safety
  - Waste management



- Resource management
- Damage repair
- Accessibility for people with disabilities

The contractor must take necessary precautions to avoid contact between hydrocarbons and the soil, ensure personnel safety, manage waste, and protect resources. The contractor will also be responsible for repairing damages caused to third parties.

#### Site Restoration and Demobilization

At the end of the work, the site must be restored to its original state. To this end, the necessary arrangements below must be made:

- Regrading of excavated materials and then topsoil to facilitate water percolation, seeding and planting if prescribed
- Restoration of previous natural flows
- Removal of the site's dilapidated appearance
- Construction of guard drains to prevent erosion of degraded land
- Construction of drainage ditches for runoff water and conservation of access ramps
- If the quarry or borrow area can be used for other purposes, such as livestock grazing or playgrounds for residents

Regarding the construction site, the contractor will carry out all necessary work to restore the site to its original state. The contractor must remove all equipment, machinery, and materials. No equipment or materials may be abandoned on the site or in the surrounding area. This restoration also applies to all deviations and detours set up during the work.

It is desirable that sites be restored progressively.

Other environmental measures must also be respected by the contractor.

#### EQUIPMENT

The Bidder must establish that it has the following key equipment:

- Logistical equipment

#### LOGISTICS EQUIPMENT

N°	DESCRIPTION	STATUS	NECESSITY
1	List of small equipment consistent with the tasks (produce photocopies of purchase invoices or rental invoices)	Propriety or location	Absolute

# SET OF SMALL CONSTRUCTION EQUIPMENT

N°	DESCRIPTION	Mode of acquisition
1 -	Pickaxes	Propriety
2 -	Shovels	Propriety
3 -	Clamps	Propriety
4 -	Water Levels (Flasks)	Propriety
5 -	Spirit Levels	Propriety
6 -	Molds for 20-inch concrete blocks	Propriety
7 -	Molds for 15-inch concrete blocks	Propriety
8 -	Wheelbarrows	Propriety
9 -	Crowbars	Propriety
10 -	Masses	Propriety
11 -	Gametes	Propriety
12 -	Hacksaws	Propriety
13 -	Handsaws	Propriety
14 -	Mason's Hammers	Propriety
15 -	Plumb Bobs	Propriety
16 -	Axle Plumb	Propriety
17 -	10-L Buckets	Propriety
18 -	Shears	Propriety
19 -	Cutters	Propriety
20 -	Pliers	Propriety
21 -	Pliers	Propriety
22 -	Safety Helmets	Propriety
23 -	Gangs	Propriety
24 -	Construction Boots	Propriety
25 -	6-inch Claw Wrenches	Propriety
26 -	8-inch Claw Wrenches	Propriety
29 -	10-inch Claw Wrenches	Propriety



30 -	Nail Pullers	Propriety
31 -	Shovels	Propriety
32 -	Strings	Propriety
33 -	Double Rulers (3.5m)	Propriety
34 -	Double Rulers (5.00m)	Propriety
35 -	Taper Tape (50m)	Propriety
36 -	Taper Tape (30m)	Propriety
37 -	Mason's Squares (50cm)	Propriety
38 -	Machetes	Propriety
39 -	Carpenter's hammers	Propriety

## 8. EXECUTION METHODOLOGY

Work Execution Methodology
Production of a Project Organization Chart
Detailed Technical Note on the Organization of Work
Description of Socio-Environmental Protection Rules
Detailed Work Execution Schedule with Deadlines $\leq$ Ninety (90) Days
Consistency in Work Scheduling
Special Technical Clauses Book, initialed on each page, dated and signed on the last page
Environmental and Social Clauses Book, initialed on each page, dated and signed on the last page
Special Administrative Clauses Book, initialed on each page, dated and signed on the last page

# **Environmental and Social Requirements (ESR)**

## **TEMPLATE FOR ENVIRONMENTAL AND SOCIAL CLAUSE SPECIFICATIONS (ESC)**

### **I. INTRODUCTION**

#### **1. Introduction**

### **II. GENERAL OBLIGATIONS**

1. Responsibilities of the Contractor (Contractor and Subcontractors)
2. Commitments of the Project Owner
3. Internal Regulations of the Contractor
4. Controls, Notifications, Management of Non-Conformities, and Sanctions
  - 4.1. Control of Execution of Environmental and Social Clauses
  - 4.2. Notification of Non-Conformities
  - 4.3. Management of Non-Conformities
  - 4.4. Conditions for Suspension of Work
5. Pre-Work Arrangements
  - 5.1. Resources Allocated to Environmental and Social Management
  - 5.2. Environmental and Social Management Plan (ESMP) for the Site

### **III. EXECUTION OF WORKS**

1. Pre-Work Meeting
2. Access and Site Installation
  - 2.1. Access
  - 2.2. Circulation
  - 2.3. Installation
  - 2.4. Permits and Authorizations Before Work Begins
3. Site Liberation and Network Identification
4. Provisions Applicable to Site Installation and During Work Execution
  - 4.1. Weekly Environmental and Social Inspections
  - 4.2. Reporting
5. Health and Safety Management
6. Information, Awareness, and Capacity Building



#### **IV. ENVIRONMENTAL PROTECTION: REQUIREMENTS FOR MITIGATING ENVIRONMENTAL IMPACTS**

1. Waste Management and Disposal
2. Preventive Measures Against Noise Pollution and Dust Emissions
3. Storage and Use of Potentially Polluting Substances
4. Fuels and Lubricants
5. Other Potentially Polluting Substances
6. Management of Accidental Pollution
7. Principle of Intervention Following Accidental Pollution
8. Protection of Natural Areas from Fire
9. Conservation of Landscape Integrity
10. Protection of Biodiversity

#### **V. MANAGEMENT OF SOCIAL RISKS AND IMPACTS: PLAN/PROGRAM/MEASURES FOR MANAGING SOCIAL RISKS AND IMPACTS**

1. Plan/Program/Measures for Managing Labor
2. Plan/Program/Measures for Managing Labor Influx
3. Plan/Program/Measures for Preventing and Responding to Gender-Based Violence: Exploitation and Sexual Abuse (ESA) and Sexual Harassment (SH)
4. Plan/Program/Measures for Preventing Damage to People and Property
5. Plan/Program/Measures for Managing Occupation of Land: Restricting Access to Residents' Homes or Businesses and/or Easements
6. Plan/Program/Measures for Managing Cultural Heritage
7. Plan/Program/Measures for Social Communication
8. Plan/Program/Measures for Grievance Management: Grievance Mechanism

#### **VI. SITE DEMOBILIZATION AT THE END OF WORK**

#### **VII. ANNEXES**

1. Content of the ESMP for the Site
2. Properties that Make a Product Hazardous
3. Managing Risks of Exploitation and Sexual Abuse (ESA) and/or Sexual Harassment (SH)
4. Codes of Conduct
5. Notification Form and Rapid Incident Report and Action Plan

## LIST OF ACRONYMS AND ABBREVIATIONS

ILO:	International Labor Office
CCES:	Environmental and Social Clauses
TSP:	Special Technical Clauses
CGES:	Environmental and Social Management Framework
CPPA:	Planning Framework for Indigenous Peoples
CPR:	Resettlement Policy Framework
E&S:	Environmental and Social
SEA:	Sexual Exploitation and Abuse
EPC:	Collective Protective Equipment
PPE:	Personal Protective Equipment
ESHS:	Environmental, Social, Health and Safety
MSDS:	Safety Data Sheet
HIMO:	Labor-Intensive
HS:	Sexual Harassment
STI:	Sexually Transmitted Infections
km/h:	Kilometers/Hour
MINEPDED:	Ministry of the Environment, Nature Conservation and Sustainable Development
MGP:	Grievance Management Mechanism
MGPT:	Worker Grievance Management Mechanism
STD:	Sexually Transmitted Disease
NC:	Non-Compliance
NES:	Environmental and Social Standards
WHO:	World Health Organization
XXXX:	Project Name
PCS:	Social Communication Program
PEE:	Environmental Engagement Plan
ESMP:	Environmental and Social Management Plan
PGMO:	Workforce Management Plan
PPMP:	Stakeholder Mobilization Plan
PHSE:	Environmental Health and Safety Plan
UGP:	Project Management Unit
AIDS:	Acquired Immunodeficiency Syndrome
OHS:	Occupational Health and Safety
HIV:	Human Immunodeficiency Virus
VAC:	Violence Against Children
GBV:	Gender-Based Violence
[15:17, 12/08/2025] Infrastructure Expert NW:	



## **INTRODUCTION**

This Environmental and Social Clauses (ESC) model relates to the works described below. The model will also be used to draw the Contractor's attention to environmental, social, safety, and health requirements to be implemented during the execution of the works.

## **GENERAL OBLIGATIONS**

### **Contractor's Responsibilities**

The Contractor is solely and entirely responsible for complying with this ESC. Subcontracting part of the work does not exempt the Contractor from full responsibility for complying with these clauses.

The Contractor has the following environmental and social obligations:

1. Prepare a Site Environmental and Social Management Plan (SEMP): before starting work on site, in accordance with ESC obligations and World Bank Environmental and Social Standards.
2. Implement the SEMP: throughout the project duration, from contract signature to final acceptance of the works.
3. Dedicated organization and resources: for environmental and social management, including preparation of documentation, monitoring, corrective measures, and communication.
4. Compliance with best practices: environmental, social, health, and safety (ESHS), including prevention and response to incidents.
5. Knowledge and compliance with regulations: including national and municipal laws, decrees, and standards related to the works.

Some applicable regulations include:

#### **- Environmental laws:**

- Law No. 96/12 on environmental management
- Law No. 94/01 on forest, wildlife, and fisheries management
- Law No. 98/005 on water management

#### **- Social laws:**

- Law No. 92/007 on labor code
- Law No. 85/09 on expropriation for public utility

#### **- Other regulations:**

- Decree No. 2013/00171/PM on environmental impact assessment
- Decree No. 2012/2809/PM on waste management

### **Project Owner's Commitments**

The Project Owner approves, validates, and transmits the ESC and SEMP to the Contractor and ensures strict application.

### **Internal Regulations**

The Contractor must display internal regulations visibly in the base camp, specifying:

- Prohibitions: poaching, environmental damage, and safety risks
- Environmental requirements: hygiene rules and safety measures

## **CONTROLS, NOTIFICATIONS, MANAGEMENT OF NON-CONFORMITIES, AND SANCTIONS**

- Control of ESC implementation: by the Project Owner or authorized representative
- Notification of non-conformities: written notification to the Contractor
- Management of non-conformities: categorized into 4 levels, with corresponding procedures and deadlines for resolution
- Sanctions: payment suspension, penalties, or work suspension in case of severe non-compliance

## **PRE-WORK ARRANGEMENTS**

- Resources allocated to environmental and social management: dedicated personnel and resources
- Site Environmental and Social Management Plan (SEMP): prepared by the Contractor, approved by the Project Owner, and updated as necessary

The SEMP is a single reference document outlining the measures the Contractor will implement to comply with ESC requirements. It covers the entire project duration and must be prepared and approved before work begins.

## **EXECUTION OF WORKS**

### **III.1. Pre-Work Meeting**

Before starting work, the Contractor and the Project Owner, under the supervision of the Project Manager, must organize meetings with authorities, population representatives, including women, located in the project area, and relevant technical services. The purpose of these meetings is to inform them of the work to be carried out, its duration, and the routes and locations that will be affected.

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

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

Access to the site for construction purposes must be done in a way that limits disruptions and safety risks. The Contractor must define the most optimal access route, taking into account the aforementioned concerns.

- Road maintenance: the Contractor must maintain the access roads and ensure that they are clear of debris.
- Water flow: the Contractor must ensure that water flow is not disrupted and that the roads are designed to allow for proper drainage.

#### **III.2.2. Circulation**

When working near sensitive areas, a precise marking and staking of these areas must be done before starting work, in the presence of the Project Manager, a representative of the excavation company, and an environmental specialist.

- No circulation: is allowed in areas with high environmental value, marked on the attached graphic piece.



- Precautions: must be taken to avoid soiling roads when exiting the construction site.

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

The Contractor must submit a site installation plan and location of construction installations to the Project Promoter.

- Site selection: the site must be chosen to minimize environmental impact, and the Contractor must take into account the following requirements:

- Distance from roads: at least 30m
- Distance from water bodies: at least 200m
- Distance from habitations: at least 100m

- Site preparation: the site must be prepared to prevent environmental damage, including:

- Clearing and tree cutting: must be minimized, and trees with a diameter greater than 50cm must be preserved and protected.

- Road compaction: roads must be compacted and watered periodically.

- Drainage: the site must have adequate drainage to prevent water stagnation.

The Contractor must also submit the following documents to the Project Manager before installing the construction site:

- Location of areas to be used
- Site installation plan

### **III.2.4. Permits and Authorizations Before Work**

Any work must be subject to a prior information and administrative authorization procedure. Before starting work, the Contractor must obtain all necessary permits for the work planned, including authorizations issued by local authorities, forestry services, mining or hydraulic services, labor inspection, network managers, environmental authorities, etc.

### **III.3. Release of Easements and Network Marking**

The Contractor must know that the public utility perimeter related to the operation is the perimeter likely to be affected by the work. Work cannot begin in areas affected by private easements until they are released following an acquisition procedure that is the responsibility of the Government/Borrower.

### **III.4. Provisions Applicable to Site Installation and Throughout Work Execution**

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

In addition to its own inspections, the E&S manager will also conduct joint E&S inspections with the Project Manager. Each inspection will result in a written report, in a form approved by the Project Manager, detailing non-compliances with the ESC observed on the site.

#### **III.4.2. Reporting**

- Monthly reports: The Contractor will submit a monthly E&S activity report summarizing all E&S actions implemented during the previous period.

- Incident and accident reporting: The company will immediately notify the UGP of any incident or accident within 48 hours of becoming aware of it.
- Quarterly reports: will be integrated into the construction activity report, summarizing E&S activities for the quarter.
- Semi-annual reports: will be prepared and submitted to the Ministry of Environment, Nature Protection, and Sustainable Development (MINEPDED) and departmental PGES monitoring committees.

### **III.5. Health and Safety Management**

The Contractor will describe its health and safety management system in the PGES-site, identifying and characterizing:

- All safety and health risks related to the work
- Measures to prevent and protect against risks
- Human and material resources involved
- Work requiring work permits and emergency plans

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

The Contractor will conduct information and awareness activities for local populations and stakeholders on:

- The nature and planning of work
- Recruitment procedures
- Health risks (STIs, HIV-AIDS, etc.)
- Protection of road infrastructure
- Sustainability of the structure to be built

The Contractor will conduct these activities under the supervision of the Project Manager and approval of the Project Owner.

## **PROTECTION OF THE ENVIRONMENT: REQUIREMENTS TO MITIGATE ENVIRONMENTAL IMPACTS**

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

During the construction period, the Contractor will ensure that the entire site and its surroundings are maintained in good condition and that waste is properly managed, including:

- Following proper procedures for storage, collection, transportation, and disposal of hazardous waste
- Identifying and clearly delimiting waste disposal areas
- Controlling the placement of all construction waste in approved disposal sites
- Minimizing waste generation during construction and reusing construction waste where possible

### **IV.2. Preventive Measures Against Noise Pollution and Dust Emissions**

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



- Noise reduction measures: The Contractor will limit the use of noisy equipment to the strict necessary and stop equipment that is not in use.
- Noise restrictions: Noise disturbances near dwellings will be prohibited from 7 pm to 8 am, as well as on weekends and public holidays.
- Hearing tests: Personnel working in areas with noise levels above the acceptable standard will undergo hearing tests at frequencies defined by the occupational physician.

#### **IV.3. Storage and Use of Potentially Polluting Substances**

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

- Limitation of stored quantities: Storage must be organized in a way that prevents access to unauthorized persons.
- Handling by trained personnel: Personnel handling these substances must be equipped with personal protective equipment (PPE).
- Signage: The storage site must be marked with a sign indicating the nature of the hazard.

#### **IV.4. Fuels and Lubricants**

- Storage of lubricants: Lubricants must be stored in leak-tight containers on a flat, clean, and stable surface.
- Fuel storage: Fuels must be stored in tanks in a specially designed area, with a recovery basin that can contain at least 2/3 of the tank's volume.

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

The use of other potentially polluting substances must be notified to the Project Manager before their use. The company must provide proof of the legality of their use, and the Project Manager will consult with the relevant technical services for authorization and possible prescription of precautionary measures.

#### **IV.6. Management of Accidental Pollution**

In the event of accidental pollution, the Contractor will immediately notify the Project Manager. Depending on the component of the environment affected by the pollution, the relevant technical services will be notified.

#### **IV.7. Principle of Intervention Following Accidental Pollution**

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

- Avoid contamination: Use absorbent products to prevent contamination of the soil.
- Protect water sources: Prevent contamination of water sources by blocking, damming, or creating an earth dike.
- Excavate polluted soil: Excavate polluted soil and treat it in an environmentally rational manner.

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

The use of fire is strictly prohibited on the construction site, except with express authorization from the Project Manager.

#### **IV.9. Conservation of the Landscape Integrity of the Site**

No damage will be caused to vegetation outside the area of the structures, access roads, or work areas. Measures must be taken to protect protected or rare species.

#### **IV.10. Protection of Biodiversity Protection of Biodiversity**

In addition to complying with the resolutions of the Biodiversity Management Plan, the Contractor must take the following initial measures during the execution of the work:

- Prohibit construction sites and base camps: near national parks and their buffer zones.
- Prohibit opening of borrow pits: and waste disposal areas within the parks.
- Prohibit logging: in the parks and their buffer zones.
- Prohibit consumption and hunting: of bush meats by construction personnel.
- Avoid locating certain road equipment: such as rest areas, toll booths, and weighing stations within the parks.
- Obtain authorization: for borrow pits in designated areas.
- Collaborate with park managers: to plan work near parks, taking into account animal migration patterns.
- Install tunnels or bridges: for animal crossings.
- Install signage: marking park boundaries and animal crossing points.
- Develop communication plans: and training materials to educate workers and local communities on protected species and regulations.

#### **Social Risk Management**

The Contractor must establish a detailed social management program for the construction site, including:

- Labor management plan: describing procedures for managing workers, including terms and conditions of employment, working hours, and wages.
- Worker protection: measures to protect workers' health, safety, and well-being.
- Grievance mechanism: a system for workers to report concerns or grievances.
- Subcontracting: the Contractor must include equivalent provisions and grievance mechanisms in contracts with subcontractors.

#### **Managing Labor Influx**

The Contractor must anticipate and manage the risks associated with an influx of labor, including:

- Social conflicts: between local communities and workers.
- Illicit behavior: and crime.
- Impacts on community dynamics: and public services.
- Disease transmission: and strain on local healthcare services.
- Increased traffic: and accidents.



The Contractor will provide training to workers on:

- Minimizing the risk of disease transmission.
- Code of conduct: defining acceptable behavior and disciplinary measures. V.3. Prevention and Response Plan for Gender-Based Violence (GBV)

The Contractor must implement a plan to prevent and respond to GBV, including sexual exploitation and abuse (SEA) and sexual harassment (SH), in the workplace and in communities affected by the project.

**Code of conduct:**

The Contractor must sign and implement a code of conduct that includes provisions on GBV, SEA, and SH.

- Training and awareness: The Contractor must provide training and awareness programs for employees and subcontractors on GBV, SEA, and SH.
- Grievance mechanism: The Contractor must establish a grievance mechanism that allows survivors to report incidents of GBV, SEA, and SH, and provides support and protection to survivors.

**V.4. Prevention of Damage to Persons and Property**

The Contractor must implement measures to prevent damage to persons and property, including:

- Safety equipment: Providing personal protective equipment (PPE) to employees and ensuring its use.
- Dust control: Implementing measures to control dust and minimize its impact on nearby communities.
- Signage: Installing signage to warn of construction activities and potential hazards.
- Speed limits: Implementing speed limits for vehicles and machinery to prevent accidents.
- Security measures: Implementing security measures to prevent unauthorized access to the construction site.

**The Contractor must also:**

- Provide training: to employees on safety procedures and protocols.
- Ensure proper waste disposal: to prevent environmental pollution.
- Conduct awareness campaigns: on health issues, including COVID-19, HIV/AIDS, and GBV.

**V.5. Occupation Management Plan**

The Contractor must be aware that the public utility perimeter related to the operation is the perimeter that may be affected by the work. The work cannot begin in areas with private easements until they are cleared following an acquisition procedure that is the responsibility of the Government/Borrower.

- Identify and mark existing networks: The Contractor must identify and mark existing networks of concessionaires (water, electricity, telephone, sewer, etc.) on a plan.
- Avoid damage to people and property: The Contractor must take all necessary precautions to avoid damage to people and property, including adjacent properties to the work.

- Restrict access: The Contractor cannot restrict access to pedestrians and vehicles to their homes and/or businesses during the work, except when necessary.
- Prepare a management plan: When access restriction cannot be avoided, a management plan including temporary access and agreed upon with the parties concerned must be prepared for approval by the Contracting Party.

#### **V.6. Cultural Heritage Management Plan**

The Contractor will ensure that:

- Avoid modifying historical, archaeological, or cultural sites: The project will not alter or damage cultural heritage sites.
- Address women's concerns: The Contractor will prioritize women's concerns and promote their involvement in decision-making.
- Hire local labor: The Contractor will prioritize hiring unskilled labor from the local population.

If cultural or religious objects are discovered during excavations:

- Stop work immediately: The Contractor will stop work immediately and notify the project promoter and competent authorities.
- Protect the objects: The Contractor will protect the objects and take measures to stabilize the area.
- Resume work only with authorization: The Contractor will resume work only after receiving authorization from the competent authorities.

#### **V.7. Social Communication Plan**

The Contractor will prepare a Social Communication Plan (SCP) to inform the surrounding population about the project, including:

- Work schedule: The Contractor will inform the communities about the work schedule and any restrictions.
- Progress updates: The Contractor will provide updates on the project's progress and any changes.
- Preventive measures: The Contractor will inform the communities about preventive measures to protect the environment and local populations.
- Communication channels: The Contractor will provide channels for the population to express their doubts, complaints, and suggestions.

#### **V.8. Grievance Management Plan**

The Contractor will establish a grievance management system to handle cases that may arise during the execution of the work. The Contractor will be responsible for:

- Recording grievances: The Contractor will record all grievances and provide a response to the complainant.
- Providing access to grievance mechanisms: The Contractor will provide easy access to grievance mechanisms for workers and their organizations.
- Linking to the project's grievance mechanism: The Contractor's grievance mechanism will be linked to the project's grievance mechanism for transparency and efficiency.



## **SITE DEMOBILIZATION AT THE END OF WORK**

At the end of the work, the Contractor must carry out all necessary work to restore the site to its original condition. The Contractor will recover all its equipment, machinery, and materials. No equipment or materials may be abandoned on the site or in the surrounding area.

- Demolition of concrete areas: Concrete areas will be demolished, and demolition materials will be disposed of in an approved site.
- Drainage: Drains will be cleaned to prevent accelerated erosion of the site.

If it is in the interest of the Project Owner to recover fixed installations for future use, the Administration may request the Contractor to transfer ownership of the installations subject to demolition without compensation.

After demobilization, a report will be prepared and signed, confirming the restoration of the site, and will be attached to the work acceptance report.

## **ANNEXES**

Annex 1: Content of the Environmental and Social Management Plan (ESMP) for the Construction Site

- Description of activities: Description of activities that may generate environmental and social risks and impacts for the sub-project.
- Description of risks and impacts: Description of environmental and social risks and impacts, health and safety at work, and EAS/HS aspects.
- Mitigation measures: Measures to mitigate environmental and social risks and impacts, including:
  - Procedures for storage, collection, transportation, and disposal of hazardous waste.
  - Preventive measures against noise pollution and dust emissions.
  - Principles for storage and use of potentially polluting substances.
  - Measures to protect natural areas from fire.
  - Procedure for managing non-conformities.
  - Solid waste management plan.
  - Incident investigation procedures.
  - Health, safety, and security plan.

The health and safety plan will include:

- Hazard identification: Identification of hazards to safety, hygiene, and health.
- Work methods: Description of work methods to minimize hazards and control risks.
- Permit-to-work system: List of types of work requiring a permit-to-work.
- Personal protective equipment: Description of personal protective equipment for each job.
- Collective protective equipment: Description of collective protective equipment on the work site.

- Medical arrangements: Description of medical arrangements on the site, including medical equipment, personnel, and emergency evacuation procedures.
- Internal organization: Description of internal organization and actions to be taken in case of accident or incident.

**Other plans and programs include:**

- Labor management plan: Plan for managing labor.
- Labor influx management plan: Plan for managing labor influx.
- GBV prevention and response plan: Plan for preventing and responding to gender-based violence, including exploitation and abuse.
- Damage prevention plan: Plan for preventing damage to people and property.
- Occupation management plan: Plan for managing occupation of land and restricting access to residences or businesses.
- Cultural heritage management plan: Plan for managing cultural heritage.
- Social communication plan: Plan for communicating with local communities.
- Grievance management plan: Plan for managing grievances and complaints.
- Fines and penalties: Description of fines and penalties for non-compliance.



## ANNEX 2: Quotation Forms

### Contractor Quotation Form

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

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

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

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

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

#### 2. Eligibility

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

#### 3. Suspension and Debarment

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

#### 4. Quotation Price

The total price of our offer is *[Insert one of the options below as appropriate]*

*[Option 1, in case of one lot:] Total price is: [insert the total quoted price in words and figures, indicating the various amounts and the respective currencies];*

Or

*[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]; (c) Cross-discount for award of more than one lot [indicate any cross discounts]*

#### 5. Quotation Validity

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

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

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

#### 7. Commissions, gratuities, fees

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

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

Name of Recipient	Address	Reason	Amount

#### 8. Not Bound to Accept

We understand that you reserve the right to:

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

#### 9. Fraud and Corruption

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



On behalf of the Contractor:

Name of the person duly authorized to sign the Quotation on behalf of the Contractor: [insert complete name of person duly authorized to sign the Quotation]\*

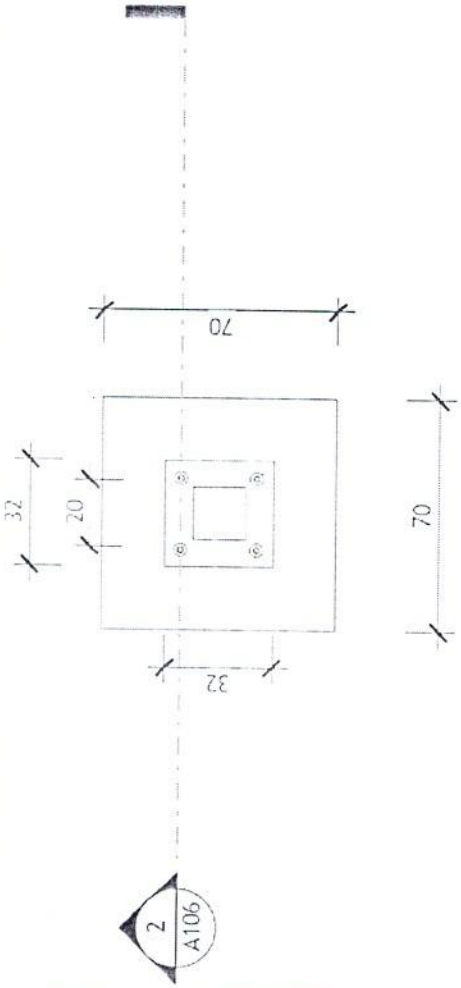
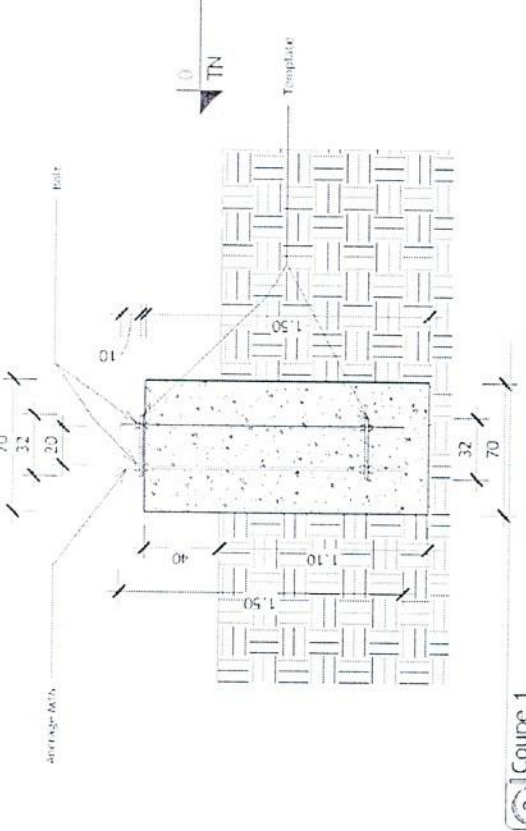
Title of the person signing the Quotation: [insert complete title of the person signing the Quotation]

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

Date signed [insert date of signing] Page 31 of 122 day of [insert month], [insert year]

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

# ANNEXES : LE PLAN DE L'OUVRAGE

	<p>Foundation details</p>
	<p>foundation</p>



## iSSL MAXI, LE LAMPADAIRE SOLAIRE TOUT EN UN ET CONNECTÉ

### PANNEAUX SOLAIRES HORIZONTAUX

Dédié aux zones intertropicales.  
Revêtement anti-poussière et autonettoyant.  
Pas d'accumulation de poussière.

### BATTERIE NIMH HAUTE PERFORMANCE

Durée de vie de 12 ans (constantes à 40°C)  
selon les normes IEC 61427

### SUNNACORE

Système électronique connecté (bluetooth)  
développé par Sunna Design

### MODULE LED

Inclinable de 0° à 30°

### ANTI VANDALISME

Vis antivol (optionnel),  
panneaux solaires scellés





## SCHEDULES OF UNIT PRICES

**SCHEDULE OF UNIT PRICE FOR THE INSTALLATION OF FOR THE INSTALLATION OF TWENTY FIVE SOLAR STREETLIGHTS IN SOME LOCALITIES IN BABESSI MUNICIPALITY ,NGOKETUNJIA DIVISION OF THE NORTH WEST REGION (BABUNGO, BABA 1, BABESSI AND BANGOLAN)**

S/N	DESCRIPTION	UNIT	U.P IN WORDS	U.P IN FIGURES
	<b>100 DATA COLLECTION , DESIGN, AND SITE INSTALLATION</b>			
101	Site installation, mobilization and demobilisation of materials and equipments	LS		
102	Site clearance, setting out	LS		
103	Execution program and As built plan	LS		
	<b>SUB TOTAL 100</b>			
	<b>200 EARTH WORKS</b>			
201	Excavation of foundation pit	m3		
202	Backfilling of foundation pit	m3		
203	Reinforced concrete for footings 70cm /70cm dosed at 400kg/m3 of 1,5m depth with corrugated iron rods of 10mm and 27mm steel bulls and nuts for fitting	m3		
	<b>SUB TOTAL 200</b>			
	<b>300 INSTALLATION OF PV COMPONENTS</b>			
301	Supply and installation of PV Panels. Wp 150W,	U		
302	Supply and installation of galvanize pole of 7m height ,155mm bottom and 60mm top with bottom plate 80mm zinc for screen	U		
303	Supply and installation of lithium ions batteries. 12V, 54AH	U		
304	Supply and installation of 60w LED street lamp with 1500lux minimum	U		
305	Supply and installation of lithium ions batteries BOX. 12V, 54AH	U		
306	Supply and installation of 60w LED street lamp with 1500lux minimum	U		
307	Supply and installation of charge controller.20A-30A, 12 VOLTS.	U		



308	Supply and installation of solar panel tilts with an angle of 30degree inclination	U		
309	Supply and installation of cables and other accessories (All elements will be "All in one")	U		
	<b>SUB TOTAL 300</b>			
	<b>400: ENVIRONMENTAL AND SOCIAL SAFEGUARD MEASURES</b>			
401	Production of code of conduct for workers	LS		
402	Sensitization and training of communities and works on Gender based violence and HIV/AIDS	LS		
403	Formation and training of solar plant maintenance committee	LS		
404	Provision of tool box for repairs and maintenance	U		
405	Provision of first AID box	U		
406	Personal Protective equipment for workers	LS		
407	Installation of Metalic funders information plate	U		
	<b>SUB TOTAL 400</b>			

## Bill of Quantities

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE INSTALLATION OF FOR THE INSTALLATION OF TWENTY FIVE SOLAR STREETLIGHTS IN SOME LOCALITIES IN BABESSI MUNICIPALITY ,NGOKETUNJIA DIVISION OF THE NORTH WEST REGION (BABUNGO, BABA I, BABESSI AND BANGOLAN)**

S/N	DESCRIPTION	UNIT	QTY	U.P	AMOUNT
	<b>100 DATA COLLECTION , DESIGN, AND SITE INSTALLATION</b>				
101	Site installation, mobilization and demobilisation of materials and equipments	LS	1		
102	Site clearance, setting out	LS	1		
103	Execution program and As built plan	LS	1		
	<b>SUB TOTAL 100</b>				
	<b>200 EARTH WORKS</b>				
201	Excavation of foundation pit	m3	45		
202	Backfilling of foundation pit	m3	26.7		

203	Reinforced concrete for footings 70cm /70cm dosed at 400kg/m3 of 1.5m depth with corrugated iron rods of 10mm and 27mm steel bulls and nuts for fitting	m3	18.38		
	<b>SUB TOTAL 200</b>				
	<b>300 INSTALLATION OF PV COMPONENTS</b>				
301	Supply and installation of PV Panels. Wp 150W,	U	25		
302	Supply and installation of galvanize pole of 7m height ,155mm bottom and 60mm top with bottom plate 80mm zinc for screen	U	25		
303	Supply and installation of lithium ions batteries. 12V, 54AH	U	25		
304	Supply and installation of 60w LED street lamp with 1500lux minimum	U	25		
305	Supply and installation of lithium ions batteries BOX. 12V, 54AH	U	25		
306	Supply and installation of 60w LED street lamp with 1500lux minimum	U	25		
307	Supply and installation of charge controller.20A-30A, 12 VOLTS.	U	25		
308	Supply and installation of solar panel tilts with an angle of 30deegree inclination	U	25		
309	Supply and installation of cables and other accessories (All elements will be "All in one")	U	25		
	<b>SUB TOTAL 300</b>				
	<b>400; ENVIRONMENTAL AND SOCIAL SAFEGUARD MEASURES</b>				
401	Production of code of conduct for workers	LS	1		
402	Sensitization and training of communities and works on Gender based violence and HIV/AIDS	LS	1		
403	Formation and training of solar plant maintenance committee	LS	1		
404	Provision of tool box for repairs and maintenance	U	1		
405	Provision of first AID box	U	1		
406	Personal Protective equipment for workers	LS	1		
407	Installation of Metallic funders information plate	U	4		



*SUB TOTAL 400*

TOTAL WITHOUT TAXES

VAT (19.25%)

*AIR (2.2% OR 5.5%)*

TOTAL INCLUDING TAXES

NET PAYMENT

THIS ESTIMATE IS CLOSED AT THE SUM OF..... FCFA ALL TAXES INCLUSIVE

[illegible]



## Activity Schedule

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

Item no.	Description	Unit	Amount [insert local currency]	Amount [insert foreign currency, if applicable]

## Technical Proposal

The Contractor shall provide:

- The names and details of the suitably qualified key personnel to perform the Contract

<b>Quality of personnel</b>
<b>Works director</b>
Diploma (industrial or electrical engineering with training in renewable energies (GCE A level+3 years University studies)) dated and signed
Curriculum Vitae of the site foreman dated and signed
Seniority $\geq 3$ years of experience in a similar field
Diploma (Higher Technician in Industrial Engineering or Electrical Engineering or with proof of training in renewable energies (GCE A level+2 years university studies)) dated and signed
Curriculum Vitae of the Construction Manager, dated and signed
Seniority $\geq 2$ years of experience in a similar field

- Adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment for the Contract
- Information on Site organization
- Its method statement on the execution of the works
- Mobilization and construction schedule
- A summary of other information, if any, that the Contractor considers relevant

## ANNEX 3: Contract Forms

### Contract Agreement

THIS AGREEMENT made the . . . . . day of . . . . ., between . . . . . *[name 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, *[insert brief description of the Works]*, and has accepted the Quotation by the Contractor 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 construed 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;<sup>1</sup> and
  - (g) any other document listed in the CC as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor 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 Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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 governing law country]* on the day, month and year specified above.

---

<sup>1</sup>In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."



*[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.]*

Signed by:

Signed by:

\_\_\_\_\_  
for and on behalf of the Employer

\_\_\_\_\_  
for and on behalf the Contractor

in the \_\_\_\_\_ in the presence \_\_\_\_\_ presence of: \_\_\_\_\_ of:

\_\_\_\_\_  
Witness, Name, Signature, Address, Date

\_\_\_\_\_  
Witness, Name, Signature, Address, Date

Conditions of Contract

Conditions of Contract

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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 should 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 institution is the World Bank
GCC 1.1 (r)	<p>The Employer is the: <b>MAYOR OF BABESSI COUNCIL</b></p> <p>Represented by: <b>Mr.....</b></p> <p>Title /Position: <b>The MAYOR of the Babessi Council</b></p> <p>City: <b>Babessi, P.O. BOX .....</b></p> <p>Country: <b>Cameroon</b></p> <p>Telephone: <b>.....</b></p> <p>Electronic mail address:</p> <p>External audit organization:</p> <p>Project Manager:</p>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <b>NINETY (90) days from notification of the service order to start work.</b>
GCC 1.1 (y)	The Project Manager is the <b>PROLOG-NWR infrastructure specialist manager .</b>
GCC 1.1 (aa)	The Site is located in Cameroon, in the ....., .....Division.
GCC 1.1 (dd)	The Start Date shall be on the notification of the start-up service order.
GCC 1.1 (hh)	The Works consist of <b>THE CONSTRUCTION OF FOR THE INSTALLATION OF TWENTY FIVE SOLAR STREETLIGHTS IN SOME LOCALITIES IN BABESSI MUNICIPALITY ,NGOKETUNJIA DIVISION OF THE NORTH WEST REGION (BABUNGO, BABA 1, BABESSI AND BANGOLAN)</b>

Section IX – Particular Conditions of Contract 12

<b>GCC 2.2</b>	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i> (NOT APPLICABLE)
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: the present bidding document, Agreement, Letter of Acceptance, Contractor's Bid, Particular Conditions of Contract, General Conditions of Contract, including Appendices, Specifications, Drawings, Bill of Quantities, <sup>1</sup> 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 and any other document listed in the PCC as forming part of the Contract.
<b>GCC 3.1</b>	The language of the contract is <b>English</b>  The law in force in the Republic of Cameroon.
<b>GCC 5.1</b>	The Project manager may not delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	<b>NOT APPLICABLE)</b>
<b>GCC 13.1</b>	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.
<b>GCC 14.1</b>	Site Data are: <i>[list Site Data]</i>
<b>GCC 18.3</b>	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

<sup>1</sup> In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."



	<p>appended to the tender documents and serves as the basis for drawing up the worksite ESMP.</p> <ul style="list-style-type: none"> <li>- 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.</li> </ul>
<b>GCC 20.1</b>	The date of possession of the site is that of the contractor's letter to introduction to the relevant administrative authorities
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: The Director General of the Public Procurement Regulatory Agency.
<b>GCC 24.3</b>	Daily remuneration and reimbursable expenses to be paid to the Conciliator: Fees and per diem for daily remuneration and vehicle hire and other costs for reimbursable expenses.
<b>GCC 24.4</b>	<p>Institution whose arbitration procedures shall be used is the Dispute Prevention and Resolution Committee. The Committee will be designed 60 days from the date of signature by both parties of the commitment deed.</p> <p>or</p> <p><i>"United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."</p> <p>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: <i>Buea.</i></p>
<b>B. Time Control</b>	
<b>GCC 30.1</b>	The Contractor shall submit for approval a Program for the Works within <b>seven (7) days</b> from the date of the Letter of Acceptance.
<b>GCC 30.3</b>	<p>The period between Program updates will be <i>determined by the project owner.</i></p> <p>The amount to be withheld for late submission of an updated Program is <i>0.1 amount of the contract.</i></p> <p>The period for submission of progress reports is <i>10 days.</i></p>



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 Price.
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: <b>ten (10) %</b>
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 per day from the thirty-first day. The maximum amount of liquidated damages for the whole of the Works is <b>ten (10) %</b> of the final Contract Price.
GCC 52.1	<p>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.</p> <p><i>[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)</i></p>
GCC 53.1	The Advance Payments shall be: <b>20% of the amount ATI of the contract</b> 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	<p>The Performance Security amount is:</p> <p>(a) Performance Security – Bank Guarantee: in the amount of <b>3%</b> 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</p> <p>(b) Environmental and Social (ES) Performance Security - Bank Guarantee: in the amount of <b>3%</b> percent of the amount ATI of the Accepted Contract Amount and</p>

	in the same currency(ies) of the Accepted Contract Amount/.
<b>GCC 57.1</b>	<p><b>Provisional acceptance :</b></p> <ul style="list-style-type: none"> <li>• The Contractor shall notify the President of the North west Regional Assembly when it considers that the work has been completed. Within seven (7) days, and in the context of a technical acceptance, the President of the North west Regional Assembly 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 to identify any unfinished work or corrective work required to meet the technical specifications and the required quality. This inspection results in an Inspection Report listing the work to be completed or corrected, signed by the project's technical team and by the Contractor.</li> <li>• The Service Provider has 10 days to proceed with completion or corrective work, during which time the Project owner may schedule the Provisional Acceptance Ceremony by the designated committee.</li> <li>• At the provisional acceptance stage, the acceptance committee decides either to accept the works or to accept them with reservations and notifies the Service Provider of its decision, requiring it to carry out or complete the 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 entitled 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.</li> <li>• The provisional acceptance committee is composed as follows: <ul style="list-style-type: none"> <li>✓ <b>President:</b> The MAYOR of the Babessi Council or his representative</li> <li>✓ <b>Members:</b> <ul style="list-style-type: none"> <li>o The Regional Coordinator PROLOG or his representative.</li> <li>o The PROLOG-NWR infrastructure expert ( The Project Manager)</li> <li>o The PROLOG –NWR environmental and social experts</li> <li>o The infrastructure officer of the ..... council or his representative;</li> <li>o A representative of the beneficiary population</li> </ul> </li> <li>✓ <b>Reporting:</b> Contract Engineer</li> <li>✓ <b>Observer:</b> The MINMAP Divisional Delegate for ..... or his/her representative</li> <li>✓ <b>Invited:</b> The service provider</li> </ul> </li> </ul> <p>2/3 of the members may provisionally accept the work.</p> <p><b><u>Final acceptance</u></b></p> <p>Final acceptance is pronounced at the end of the guarantee period of one (01) year by means of Minutes notified to the Service Provider. The Delegated Project Owner then establishes the release of the performance guarantee, subject to the execution of any work still incumbent on the Service Provider under the guarantee.</p>



	<p>The Final Acceptance Committee is composed as follows:</p> <ul style="list-style-type: none"> <li>✓ <b>President:</b> The Mayor of the Babessi Council or his representative</li> <li>✓ <b>Members:</b> <ul style="list-style-type: none"> <li>o The Regional Coordinator PROLOG or his representative.</li> <li>o The PROLOG-NWR infrastructure expert ( The Project Manager)</li> <li>o The PROLOG –NWR environmental and social experts</li> <li>o The infrastructure officer of the ..... council or his representative;</li> <li>o A representative of the beneficiary population</li> </ul> </li> <li>✓ <b>Reporting:</b> Market Engineer</li> <li>✓ <b>Observer:</b> The MINMAP Divisional Delegate for ..... or his/her representative</li> <li>✓ <b>Invited:</b> The service provider</li> </ul> <p>2/3 of the members may provisionally accept the work</p>
<b>E. Finishing the Contract</b>	
GCC 60.1	<p>The date by which operating, and maintenance manuals are required is fifteen (15) days at the latest after provisional acceptance of the work.</p> <p>The date by which “as built” drawings are required is fifteen (15) days at the latest after provisional acceptance of the work.</p>
GCC 60.2	<p>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 <b>2.5% of the amount of the Performance Bond.</b></p>
GCC 61.2 (g)	<p>The maximum number of days is:</p> <ul style="list-style-type: none"> <li>- 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;</li> <li>- beyond the thirtieth day: one thousandth (1/1,000th) of the amount inclusive of tax of the basic contract.</li> </ul>
GCC 62.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>equivalent to the cumulative amount of the prices not executed in the estimated and quantitative details of the contract.</b></p>



## General Conditions of Contract

### A. General

#### 1. Definitions

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 lump-sum 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.

(l) **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 Employer's Letter of Acceptance.

(v) The **Intended Completion Date** is the date on which it is intended 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 any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising 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 bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) **Specifications** means the Specifications of the Works included 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, installed, and removed by the Contractor that are needed for construction or installation 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 construct, 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 or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.

(jj) "**Key Personnel**" means the positions (if any) of the Contractor's personnel that are stated in the Specifications.

(kk) "**ES**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(ll) "**Sexual Exploitation and Abuse**" "**(SEA)**" means the following:

**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,<sup>3</sup> 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 country 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 shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

<sup>3</sup> In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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 Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
6. **Communications**      6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when 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 in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor 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 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. Personnel and Equipment

9.1 The Contractor shall employ the Key Personnel and use the Equipment 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;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer's Personnel;
- (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 experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places 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 them.

### 9.4 Labor

9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide 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 their terms and



**10. Employer's  
and Contractor's  
Risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's  
Risks**

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (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 except 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 design, or due to 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 Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is 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 not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

**12. 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 Equipment) which are not Employer's risks are Contractor's risks.

**13. Insurance**

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 the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

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. The Works to Be Completed by the Intended Completion Date

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.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management 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 approval any additional MSIPs as are necessary to manage the ES risks and



impacts 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. Approval by the Project Manager**

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 Works.

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 design 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 Manager before this use.

**18. Health, Safety and Protection of the Environment**

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 Laws;  
(b) comply with all applicable health and safety obligations specified in the Contract;

(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 activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form 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, deaths, 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 vector-borne 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 groups. This includes taking measures to avoid or minimize the transmission of communicable 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 from 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 neither the values indicated in the Specifications, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance 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 Contractor 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, structures, groups of structures, and other remains or items of geological, archaeological, palaeontological, 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. Possession 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. Access 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, Inspections 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. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

### **24. Procedure for Disputes**

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

### **25. Fraud and Corruption**

25.1 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 GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the

purpose of the commission, gratuity or fee.

26. Stakeholder  
Engagement

26.1 The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:

(i) are affected or likely to be affected by the Contract;  
and

(ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request.

27. Suppliers  
(other than  
Subcontractors)

27.1 *Forced Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.2 *Child Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.4 *Obtaining natural resource materials in relation to supplier:* The Contractor shall obtain natural resource *materials* from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.



If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

## **28. Code of Conduct**

of 28.1 The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

## **29. Security of the Site**

29.1 The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws



and any requirements set out in the Specifications.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specifications.”

## B. Time Control

### 30. Program and Progress Reports

30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

30.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the periods **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

30.4 Unless otherwise stated in the Specifications, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.

30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of

SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.

**31. Extension of the Intended Completion Date** 1.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

1.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the Intended Completion Date.

**32. Acceleration** 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**33. Delays Ordered by the Project Manager** 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**34. Management** 34.1 Either the Project Manager or the Contractor may require the



**Meetings**

other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**35. Early Warning**

35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

**C. Quality Control****36. Identifying Defects**

36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

**37. Tests**

37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

**38. Correction of Defects**

38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

**39. Uncorrected Defects**

39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall



assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## **D. Cost Control**

### **40. Contract Price<sup>4</sup>**

40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

### **41. Changes in the Contract Price<sup>5</sup>**

41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

41.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

### **42. Variations**

42.1 All Variations shall be included in updated Programs<sup>6</sup> produced by the Contractor.

42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

42.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without

<sup>4</sup> In lump-sum contracts, replace GCC Sub-Clause 40.1 as follows:

40.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

<sup>5</sup> In lump-sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:

41.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

<sup>6</sup> In lump-sum contracts, add "and Activity Schedules" after "Programs."

delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.<sup>7</sup>

42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
- (c) a description of any effect(s) of the change on performance/functionality; and
- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer, without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the

<sup>7</sup> In lump-sum contracts, delete this paragraph.



Contractor shall be the percentage specified in the PCC of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above; the amount to be paid to the Contractor shall be the full increase in the Contract Price.

#### **43. Cash Flow Forecasts**

43.1 When the Program,<sup>8</sup> is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

#### **44. Payment Certificates**

44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

44.3 The value of work executed shall be determined by the Project Manager.

44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.<sup>9</sup>

44.5 The value of work executed shall include the valuation of Variations and Compensation Events.

44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

(a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

(b) failure to regularly review C-ESMP and/or update it in a timely

<sup>8</sup> In lump-sum contracts, add "or Activity Schedule" after "Program."

<sup>9</sup> In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

manner to address emerging ES issues, or anticipated risks or impacts;

(c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;

(d) failing to have appropriate consents/permits prior to undertaking Works or related activities;

(e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;

(f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

#### 45. Payments

45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

45.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

#### 46. Compensation Events

46.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.



(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

46.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

46.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

46.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### **47. Tax**

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

#### **48. Currencies**

48.1 Where payments are made in currencies other than the currency of

the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

#### 49. Price Adjustment

49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients <sup>10</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

$\text{Imc}$  is the index prevailing at the end of the month being invoiced and  $\text{Ioc}$  is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

49.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

#### 50. Retention

50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

#### 51. Liquidated Damages

51.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the

<sup>10</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient  $A_c$ , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.



Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

51.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.

## **52. Bonus**

52.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

## **53. Advance Payment**

53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

53.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

## **54. Securities**

54.1 The Performance Security shall be issued by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ES Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security and, if applicable, the ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

## **55. Dayworks**

55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be

used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

55.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

56. Cost of Repairs

56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### E. Finishing the Contract

57. Completion

57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

58. Taking Over

58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a Certificate of Completion.

59. Final Account

59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

60. Operating and Maintenance Manuals

60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.



## 61. Termination

61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

(h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

61.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

61.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

**62. Payment upon Termination**

62.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

62.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**63. Property**

63.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

**64. Release from Performance**

64.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**65. Suspension of Bank Loan or Credit**

65.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.

(b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.