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DEPARTEMENT OF REGIONAL AND LOCAL AUTHORITIES
SOUTH WEST REGION
LEBIALEM DIVISION
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WABANE COUNCIL




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DEPARTEMENT DES AUTORITE REGIONAL ET LOCALE
DEPARTEMENT DE LEBIALEM
ARRONDISSEMENT DE WABANE
COMMUNE DE WABANE

*PROCUREMENT OF SMALL WORKS*

*WABANE Council Internal Tender Board*

# REQUEST FOR QUOTATIONS

## N°002/RFQ/WC/WCTB/2025 OF SEPTEMBER 26, 2025 CONCERNING THE CONSTRUCTION OF POTABLE WATER SCHEME IN AMBO BESALI, WABANE COUNCIL, LEBIALEM DIVISION, SOUTH-WEST REGION

**EMERGENCY PROCEDURE**

**Project Name:** **LOCAL GOVERNANCE AND RESILIENT COMMUNITIES PROJECT (PROLOG)**

**Project owner:** **THE MAYOR OF WABANE COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - WABANE COUNCIL, LEBIALEM DIVISION, SOUTH-WEST REGION)**

**Country:** **CAMEROON**

**Credit No :** **Crédit IDA N°72130- CM**

**No STEP:** **CM-UCR-SUD-OUEST-504484-CW-RFB**

**Issued on :** **September 26, 2025**

**September 2025**

# Procurement of:

## *The construction of potable water scheme in Ambo Besali, Wabane Council, Lebialem Division, South-West Region*

## *EMERGENCY PROCEDURE*.

**Ref No:** **N°002/RFQ/WC/WCTB/2025 OF September 26, 2025**

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

**Project owner:** **THE MAYOR OF WABANE COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - WABANE COUNCIL, LEBIALEM DIVISION, SOUTHWEST REGION)**

**Country:** **CAMEROON**

**Issued on:** **September 26, 2025**

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# Internal Tender Board
# REQUEST FOR QUOTATIONS
## N°002/RFQ/WC/WCTB/2025 OF September 26, 2025
***Concerning the construction of potable water scheme in Ambo Besali, Wabane Council, Lebialem Division, South-West Region***

**Request for Quotation (RFQ)**

1. The Government of Cameroon has received funding from the World Bank to finance the cost of the **Local Governance and Resilient Communities Project (PROLOG)**. As part of its implementation, PROLOG has signed an agreement with **WABANE COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - WABANE COUNCIL, LEBIALEM DIVISION, SOUTHWEST REGION)** to build community infrastructure.
2. As part of the agreement, financing for the **The construction of potable water scheme in Ambo Besali, Wabane Council, Lebialem Division, South-West Region, for a completion period of sixty (60) calendar days.**
3. **The Mayor of WABANE Council** now invites quotations from contractors for the Works described in Annex 1: Works Requirements, attached to this RFQ. As soon as the RFQ is published, the tender's file will be made available to all bidders, either at their request to the **WABANE Concil (Employer)** or the PROLOG PMU/RCU.

**Fraud and Corruption**

4. 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.
5. 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**

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6. 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**

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

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

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

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

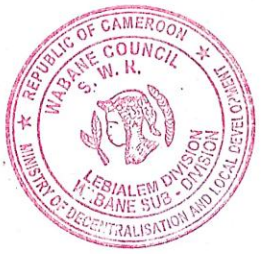
   (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

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

    (a) Under para. 5 and 8 (a): *"none"*.

    (b) Under para. 5 and 8 (b): *"none"*

11. A Contractor that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption 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.



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

    (a) are legally and financially autonomous;

    (b) operate under commercial law; and

    (c) are not under supervision of the **Employer**.

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

    (a) directly or indirectly controls, is controlled by or is under common control with another Contractor that submitted a Quotation;

    (b) receives or has received any direct or indirect subsidy from another Contractor that submitted a Quotation;

    (c) has the same legal representative as another Contractor that submitted a Quotation;

    (d) has a relationship with another Contractor that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Contractor, or influence the decisions of the **Employer** regarding this Request for Quotations process; or

    (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Request for Quotations process; or

    (f) or any of its affiliates has been hired (or is proposed to be hired) by the **Employer** or Borrower for implementing the Contract; or

    (g) would be providing goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

    (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

**Performance Security (Not applicable)**

14. The successful company must provide a **Performance Bond** in accordance with the terms of the contract



**Validity of Quotations**

15. The quotations shall be valid until ***ninety (90) days after opening the tenders***

**Price**

16. The Contractor shall quote its total price in the **Contractor's Quotation Form**.

17. 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*

18. 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 ***CFA Francs XAF.***

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

**Technical proposal**

20. 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.

**Other**: The Service Provider shall also produce an **administrative file** consisting of original documents or copies certified true by the issuing departments and consisting of the following valid items: **(i) Trade Register; (ii) Certificate of tax compliance, (iii) Location plan signed on honor indicating the council of the tenderer; (iv) Certificate of non-bankruptcy; (v) Certificate of non-exclusion from public contracts; (vi) Tender certificate issued by the CNPS; (vii) Tax registration certificate; (viii) Bank domiciliation certificate; (ix) Site visit certificate and report signed on honor by the tenderer; (x) and the attestation of categorization.**

***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.***

***In addition, bidders will be given 48 hours in which to compete.***

**Clarifications**

21. Any clarification request regarding this RFQ may be sent in writing to

| | |
|---|---|
| Attention of: | **The Mayor of WABANE Council** |
| Administration: | **WABANE Council** |
| Town: | **WABANE** |
| PO. Box: | |

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Country: **Cameroon**
Cell phone:
Mail : _____ copy to leotabeako@minddevel.gov.cm, e.abdoul2025@minddevel.gov.cm.

The deadline for receipt of requests for clarification, expressed as a number of days before the deadline for submission of tenders, is **seven (07) days Employer** will send a copy of its response to all the Companies, including a description of the request for clarification, but without identifying its source.

**Submission of Quotations**

22. Quotations shall be submitted in the form attached at Annex, in seven **(07) copies (including one (01) original and six (06) copies plus a USB key containing the digital PDF and editable version)**, to the above address, in a sealed envelope marked:

***"Request for Quotations N°002/RFQ/WC/WCTB/2025 of September 26, 2025 Concerning the construction of potable water scheme in Ambo Besali, Wabane Council, Lebialem Division, South-West Region.***

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

23. The deadline for submission of Quotations is the **21/10/2025 at 10 am.**

***Note: 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.***

24. The address for submission of Quotations is:

Attention of: **The Mayor of WABANE Council**
Administration: **WABANE Council**
Town: **WABANE**
Located at:
PO. Box:
Country: **Cameroon**
Cell phone:
Mail: _____ copy to leotabeako@minddevel.gov.cm, e.abdoul2025@minddevel.gov.cm

**Opening of Quotations**

25. The opening of the quotations will take place at the **headquarters of the Wabane Council** on **21/10/2025 at 11 am**, local time, in the presence of the tenderers or their representatives, by the Internal Tender Board.

**Evaluation of Quotations**

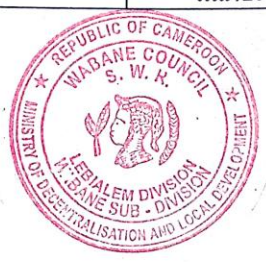
26. The quotations will be evaluated to determine substantial responsiveness of the technical proposal.

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- ✓ Check that the Letter of Quotation is properly completed, dated and signed with the name and title of the signatory;
- ✓ Verification that the Unit Price Schedule and Detailed and Quantitative Specifications have been duly completed, dated and signed.
- ✓ Assessment of the technical qualification of each admissible tender in accordance with the tender evaluation grid.

**TENDER EVALUATION GRID**

| No | Designation | BINARY NOTATION |
|---|---|---|
| | **Presentation of the Offer** | |
| 1 | Compliance with the order prescribed in the RFQ and dividers | Yes/No |
| | Legibility and pagination | Yes/No |
| | **Experience of the bidder** | |
| 2 | Two references in the execution of works contracts | Yes/No |
| | One reference similar to the mission | Yes/No |
| | **Staff quality** | |
| | **a) Works Director** | |
| | At least Master Civil engineer (copy of the diploma) | Yes/No |
| | Curriculum Vitae of the Mission Manager, dated and signed | Yes/No |
| | At least 3 years' experience in similar works | Yes/No |
| | **b) Hydrologist** | |
| 3 | At least a Degree in Hydrology or any other equivalent field (copy of the diploma) | Yes/No |
| | Curriculum Vitae, dated and signed | Yes/No |
| | Seniority ≥ 2 years in a similar field | Yes/No |
| | **c) Foreman** | |
| | At least HND in civil engineering system and proof of training in renewable energies (copy of the diploma) | Yes/No |
| | Curriculum Vitae, dated and signed | Yes/No |
| | Seniority ≥ 2 years in a similar field | Yes/No |
| 4 | **Construction equipment** | |
| | List of small items of equipment appropriate to the task (photocopies of purchase invoices must be provided) | Yes/No |
| 5 | **Work execution methodology** | |
| | Detailed technical note on the organization of the work | Yes/No |
| | Description of the socio-environmental protection rules | Yes/No |
| | Detailed work schedule with deadlines ≤ ninety (60) days | Yes/No |
| 6 | Special technical specifications, initialed on each page, dated, and signed on the last page | Yes/No |
| 7 | Environmental and social clauses, initialed on each page, dated, and signed on the last page | Yes/No |
| 8 | Special Administrative Conditions initialed on each page, dated, and signed on the last page | Yes/No |
| | **Total of "Yes"** | **..... /20** |



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*Note: Only tenders with a total of 17 "Yes" votes out of 20 will be admitted to the next stage of the procedure.*

- ✓ Checking arithmetic operations, multiplying unit prices by quantities where necessary and using the price in words to make any necessary corrections;
- ✓ Drawing up a summary table of Quotations based on the amounts corrected for any arithmetical errors, listed in ascending order.

27. For evaluation and comparison purposes, the currency(ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: ***CFA Francs (XAF)***. The source of exchange rate shall be: ***Banque des Etats de l'Afrique Centrale (BEAC)***. The date for the exchange rate shall be: twenty-eight (28) days before the tender submission date.

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

28. For technically compliant quotations, the total evaluated prices, excluding provisional sums and any provision for contingencies but including day works where priced competitively, will be compared to determine the lowest evaluated price/s.

**Contract Award**

29. 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.

28. 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.

29. 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.

30. 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:

**WABANE, September 26, 2025**

**Signature:**

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MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

1ST DEPUTY MAYOR
WABANE COUNCIL
Fombele Helen Tembeh

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## Commission Interne de Passation des Marchés

# Lettre de Demande de Cotations

## N°002/RFQ/WC/WCTB/2025 du 26 Septembre 2025

## Relatif à la construction d'un réseau d'eau potable à Ambo Besali, Commune de Wabane, Département du Lebialem, Région du Sud-Ouest

**Demande de Cotations (DC)**

1. Le Gouvernement du Cameroun a reçu un financement de la **Banque mondiale** pour financer le coût du **Projet Gouvernance Locale et Communautés Résilientes (PROLOG)**. Dans le cadre de sa mise en œuvre, le PROLOG a signé une convention avec la **Commune de Wabane (CONVENTION DE SUBVENTION D'APPUI AUX INVESTISSEMENTS COMMUNAUTAIRES PROLOG-COMMUNE)** pour la réalisation des infrastructures communautaires.
2. Dans le cadre cet l'accord, il a été convenu le financement de la **construction d'un réseau d'eau potable à Ambo Besali, Commune de Wabane, Département du Lebialem, Région du Sud-Ouest, pour un délai d'exécution de soixante (60) jours calendaires**.
3. Le **Maire de la Commune de Wabane**, invite les potentiels prestataires à soumettre les Cotations pour la prestation decrite dans l'Annex 1 : Spécifications des travaux, jointes à la présente Demande de Cotation. Dès publication de la lettre de demande de cotations, la Demande de Cotation sera mis à la disposition de tous les potentiels soumissionnaires, sur demande auprès de la **Commune de Wabane** (Maître d'ouvrage) ou de l'UGP/UCR PROLOG.

**Fraude et Corruption**

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4. La Banque exige le respect des Directives de la Banque en matière de lutte contre la 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, tel qu'il est établi à l'Annexe A des Conditions Contractuelles.

5. Dans le cadre de cette politique, les Entrepreneurs autorisent et doivent faire en sorte que leurs agents (déclarés ou non), sous-traitants, prestataires de services, fournisseurs et personnel, permettent à la Banque d'inspecter tous les comptes, dossiers et autres documents relatifs à la Demande de Cotation et à l'exécution du marché (en cas d'attribution), et de les faire vérifier par les vérificateurs nommés par la Banque.

**Eligibilité des matériaux, équipements et services**

6. Les matériaux, équipements et services qui doivent être fournis en vertu du marché et financés par la Banque peuvent avoir leur origine dans tout pays, sous réserve des dispositions du paragraphe 9. A la demande du Maître d'Ouvrage, l'Entrepreneur peut être tenu de fournir une preuve de l'origine des matériaux, de l'équipement et des services.

**Eligibilité des Entreprises**

7. Dans le cas où l'Entreprise est un groupement d'entreprises (GE), tous les membres sont conjointement et solidairement responsables de l'exécution de l'ensemble du contrat conformément aux termes du marché. Le GE nommera un représentant qui a le pouvoir de mener toutes les affaires pour et au nom de tous les membres du GE pendant le processus de Demande de Cotation et, dans le cas où le GE est attributaire du Marché, lors de l'exécution du contrat.

8. Une Entreprise peut avoir la nationalité de tout pays, sous réserve des restrictions en vertu des paragraphes 8 et 9 ci-après. Un Entreprise est réputé avoir la nationalité d'un pays si l'Entreprise est constitué, incorporé ou enregistré selon les dispositions des lois de ce pays, comme en attestent 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 proposés pour toute partie du marché, y compris les services connexes.

9. Les entreprises et les personnes physiques peuvent ne pas être éligibles si indiqué au paragraphe 9 ci-dessous et:

   (a) **en droit ou en vertu de règlements officiels, le pays de l'Emprunteur interdit les relations commerciales avec ce pays, à condition que la Banque soit convaincue qu'une telle exclusion n'empêche pas une concurrence effective pour la fourniture de biens ou la passation de marchés de travaux ou de services requis; ou**

   (b) **par un acte de conformité à 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**

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**importation de biens ou de passation de marchés de travaux ou de services en provenance de ce pays, ou tout paiement à un pays, une personne physique ou une entité dans ce pays.**

10. En ce qui concerne les paragraphes 5 et 7, pour l'information des Entreprises, à l'heure actuelle, les entreprises, les biens et les services des pays suivants sont exclus de ce processus de passation de marchés :

    (a) En vertu des paragraphes 5 et 8 (a) : *[insérer une liste des pays après approbation de la Banque pour appliquer la restriction ou indiquer « aucun»].*

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

11. Une Entreprise qui a été sanctionné par la Banque, conformément aux Directives de la Banque en matière de lutte contre la corruption, conformément à ses politiques et procédures de sanctions en vigueur, tel qu'énoncé dans le Cadre des sanctions du Groupe de la Banque mondiale tel que décrit dans l'annexe aux conditions contractuelles (Annexe A) arlinéa 2.2 d., ne sera pas admissible à soumettre une Cotation ou à être attributaire d'un marché ou bénéficier d'un marché financé par la Banque, financièrement ou autrement, pendant une période telle que la Banque aura déterminée. Une liste des entreprises et des personnes physiques exclues est disponible sur le site externe Web de la Banque : http://www.worldbank.org/debarr.

12. Une Entreprise qui est une entreprise ou une institution publique dans le pays du Maître d'Ouvrage peut être admissible à participer à la mise en concurrence et se voir attribuer un marché à condition qu'elle peut établir, d'une manière acceptable pour la Banque, qu'elle :

    (a) **est légalement et financièrement autonomes;**

    (b) **fonctionne en vertu du droit commercial; et**

    (c) **n'est pas sous la supervision du Maitre d'Ouvrage.**

13. Une Entreprise ne doit pas avoir de conflit d'intérêts. Toute Entreprise en situation de conflit d'intérêts sera disqualifiée. Une Entreprise peut être considérée comme en conflit d'intérêts aux fins du présent processus de Demande de Cotation, si l'Entreprise :

    (i) contrôle directement ou indirectement, est contrôlé ou est sous contrôle commun avec une autre Entreprise qui a soumis une cotation;

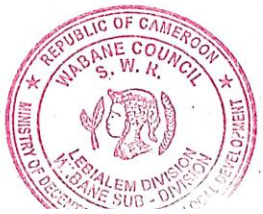
    (j) reçoit ou a reçu une subvention directe ou indirecte d'une autre Entreprise qui a soumis une cotation;

    (k) a le même représentant légal qu'une autre Entreprise qui a soumis une Cotation;

    (l) a une relation avec une autre Entreprise qui a soumis une Cotation, directement ou par l'entremise de tiers communs, qui la mette en mesure d'influencer la Cotation d'une autre Entreprise ou d'influencer les décisions du Maitre d'Ouvrage concernant le processus de Demande de Cotation; ou

    (m) ou l'un de ses affiliés a participé en tant que consultant à la préparation de la conception ou des spécifications techniques des ouvrages qui font l'objet du processus de Demande de Cotation; ou

    (n) ou l'un de ses affiliés a été recruté (ou est proposé d'être recruté) par le Maître d'Ouvrage ou l'Emprunteur pour la mise en œuvre du marché; ou



25

(o) fournirait des biens, des travaux ou des services autres que des services de consultant résultant ou directement liés à des services de consultant pour la préparation ou la mise en œuvre du projet spécifié dans la cette Demande de Cotation, qu'elle fournissait elle-même ou par toute société affiliée qui contrôle directement ou indirectement, est contrôlée ou est sous contrôle commun avec cette entreprise; ou

(p) a une relation d'affaires ou familiale étroite avec un personnel cadre de l'Emprunteur (ou de l'organisme de mise en œuvre du projet, ou d'un bénéficiaire d'une partie du prêt) qui : (i) participe directement ou indirectement à la préparation de la Demande de Cotation ou de spécifications et/ou à l'évaluation des Cotations, du marché en question; ou (ii) participerait à la mise en œuvre ou à la supervision de ce marché 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 de Demande de Cotation et d'exécution du marché.

**Garantie de bonne exécution (Non applicable)**

14. L'Entreprise retenue doit fournir une Garantie de Bonne Exécution conformément aux conditions du marché.

**Validité des Cotations**

15. Les Cotationss seront valides jusqu'à ***quatre-vingt-dix (90) jours après l'ouveture des offres/cotations.***

**Prix proposé**

16. L'Entreprise devra indiquer le prix total dans le formulaire intitulé « Cotation de l'Entreprise »

17. *L'Entreprise doit également fournir les prix unitaires de tous les éléments des Travaux décrits dans le Détail Quantitatif et Estimatif joint. Les articles pour lesquels aucun prix unitaire n'est fourni, ne feront pas l'objet de paiement à l'Entreprise par le Maître d'Ouvrage lorsqu'ils seront exécutés et seront considérés couverts par les prix unitaires pour d'autres articles et prix du Détail Quantitatif et Estimatif.*

    *Les prix comprendront tous les droits, taxes et autres prélèvements payables par l'Entreprise en vertu du Marché, à compter de la date 7 (sept) jours précédant la date limite de soumission des cotations.*

18. Un Entreprise qui prévoit d'engager des dépenses dans d'autres monnaies pour les intrants nécessaires à l'exécution des travaux provenant de l'extérieur du pays du Maître d'Ouvrage et qui souhaite être payé en conséquence, doit indiquer une monnaie étrangère de son choix en plus de la monnaie locale en ***Francs CFA XAF***

19. La/es monnaie/s de la Cotation et la/es monnaie/s de paiement devra/ont être la/es même/s.

**Proposition technique**

20. L'Entreprise doit fournir une proposition technique comprenant la description des méthodes de travail, du matériel, du personnel, du calendrier et toute autre information



pertinente, suffisamment en détail pour démontrer l'adéquation de sa proposition pour répondre aux exigences des travaux et délai de réalisation.

**Autre** : Le Prestataire produira également un dossier administratif composé des pièces originales ou copies certifiées conformes par les services émetteurs et composés des éléments suivants en cours de validité : **(i) Registre de Commerce; (ii) Attestation de Conformité Fiscale; (iii) Plan de localisation ; (iv) Attestation de non faillite; (v) Attestation de non exclusion des marchés publics; (vi) Attestation pour soumission délivrée par la CNPS (vii) Attestation d'immatriculation fiscale et (viii) Attestation de domiciliation bancaire; (xi) une attestation de catégorisation délivrée par l'autorité compétente.**

***N.B** : Il est rappelé que les pièces administratives citées ci-dessus devront dater de moins de trois (03) mois et être produites en originaux ou en copies certifiées conformes par l'autorité émettrice compétente, ne constituent pas un critère éliminatoire, mais seront déterminantes pour l'attribution du contrat.*

***De plus, les soumissionnaires disposeront de 48 heures pour compléter leur doissier.***

**Clarifications**

21. Toute demande de clarification concernant la présente Demande de Cotation (DC) peut être adressée par écrit à :

A l'attention de: **Le Maire de la Commune de Wabane**
Administration: **La Commune de Wabane**
Ville: **Wabane**
Boîte Postale:
Pays: **Cameroun**
Cell phone: 677287540
Mail : _okenyepatrick@yahoo.com copy to leotabeako@minddevel.gov.cm, e.abdoul2025@minddevel.gov.cm

La date limite de réception des demandes d'éclaircissements, exprimée en nombre de jours avant la date limite de dépôt des offres, **est de sept (07) jours**. **Le Maître d'Ouvrage** fera copie de sa réponse à toutes les Entreprises, y compris une description de la demande de clarification, mais sans en identifier la source.

**Soumission des Cotations**

22. Les Cotations doivent être soumises selon le formulaire ci-joint à l'Annexe **en sept (07) copies (donc un original (01) et six (06) copies) plus une clé USB cotenant la versiont scannée de la quotation et la version modifiable**, dans une enveloppe scellée marquée comme suit :

***"Demande de Cotations N°002/RFQ/WC/WCTB/2025 du 26 Septembre 2025 relatif à la construction d'un réseau d'eau potable à Ambo Besali, Commune de Wabane, Département du Lebialem, Région du Sud-Ouest.***



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*A N'OUVRIR QU'EN SEANCE D'OUVERTURE"*

23. L'heure et la date limites pour la soumission des Cotations est le **21/10/2025 à 10 heure.**

**NB** : ***Toute offre reçue après la date limite de dépôt des offres sera rejetée. L'ouverture des offres se fera en présence des représentants des soumissionnaires à l'adresse susmentionnée.***

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

| | |
|---|---|
| **A l'attention de:** | **Le Maire de la Commune de Wabane** |
| **Administration:** | **La Commune de Wabane** |
| **Ville:** | **Wabane** |
| **Boîte Postale:** | |
| **Pays:** | **Cameroun** |
| **Cell phone:** | |
| **Mail :** | **_____ copy to leotabeako@minddevel.gov.cm, e.abdoul2025@minddevel.gov.cm.** |

**Ouverture des Quotations**

25. Les Cotations seront ouvertes par les représentants du Maître d'Ouvrage immédiatement après l'heure et la date limites pour la remise des Cotations, le **21/10/2025 à 11 heure**.

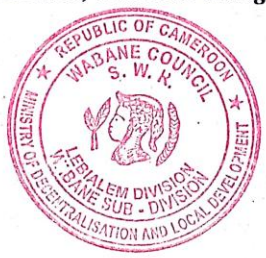
**Évaluation des Cotations**

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

- ✓ Vérifier que la lettre de devis est dûment complétée, datée et signée, avec le nom et le titre du signataire ;
- ✓ Vérifier que le bordereau des prix unitaires et les spécifications détaillées et quantitatives sont dûment complétés, datés et signés.
- ✓ Évaluer la qualification technique de chaque offre recevable conformément à la grille d'évaluation des offres.
- ✓ Vérifier les opérations arithmétiques, multiplier les prix unitaires par les quantités si nécessaire et utiliser le prix en toutes lettres pour effectuer les corrections nécessaires ;
- ✓ Établir un tableau récapitulatif des devis à partir des montants corrigés des erreurs arithmétiques, classés par ordre croissant.

27. Aux fins de l'évaluation et de la comparaison, la/es monnaie/s des cotations doit/vent être convertie/s en une même monnaie. La monnaie qui doit être utilisée aux fins de comparaison pour convertir les prix proposés, exprimés dans diverses monnaies en la monnaie de comparaison au taux de change à la vente sera la suivante : **Francs CFA (XAF).** La source du taux de change est la suivante : ***Banque des Etats 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 coté précédent.***



**Attachments:**

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

# ANNEX 1: Works Requirements

## SPECIFICATIONS

CHAPTER I : GENERALITIES

***Article 1 - Subject***

The present special technical conditions (STC) for the **construction of potable water scheme in Ambo Besali, Wabane Council, Lebialem Division, South-West Region, Division, South West Region**

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

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

**Article 2 – Technical Option**

The work includes: site installation, the rehabilitation of two catchments, the rehabilitation of storage tanks, the rehabilitation of existing network and stand taps, the construction of a new storage tank, construction of new stand taps and control valve chambers, extension of pipeline, etc. The contractor will use in each of the above mentioned tasks the best technical option suitable for the proper execution of the project.

**Article 3 GENERAL INSTRUCTIONS**

It should be taken into consideration that these specifications complete the plans and the plans complete the specifications. The Supervisor shall give modifications to plans provided or technical specifications in writing. For this purpose, a numbered page book shall be on site in which the instructions are written. Both the contractor and the Supervisor

shall initial the pages. Therefore, the site contractor must execute the works in conjunction with the document. The contractor shall take note of any omissions or discrepancies that may exist in the document and call the attention of the Supervisor who is at his disposal for necessary information and inquires. Any works carried out in negation of these instructions or provisions shall be demolished at the expense of the contractor.

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

### Article 4 QUALITIES AND SUPPLY OF MATERIALS

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

### Article 5 SAND

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

### Article 6 GRAVEL

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

### Article 7 STONES

They shall be obtained from a quarry or deposit approved by the Supervisor and none should be smaller that 20cm. Basalt stones commonly called

black stone are recommended for the project or stones of other quality duly tested and approved by the supervising engineer.

## Article 8 CEMENT

It should be of CPA 32.5 or 42.5 class and be obtained from an approved factory.

## Article 9 CONCRETE WORKS

Concrete Works shall be of 4 kinds: -

- Lean concrete for foundation works where indicated shall be of PC 150kg/$m^3$ and 10cm thick.
- Mass concrete for foundations shall be PC 250kg/$m^3$ and thickness as shown on the plans
- Reinforced concrete for floor and roof slabs, covers foundations shall PC 350kg/$m^3$ and thickness as shown on the plans
- Mass concrete for catchment works: All concrete in catchment construction shall be PC400kg/$m^3$

## Article 11 PIPES AND FITTINGS

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

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

| External Diameter | | | Thickness | | Service Pressure | Test Pressure 1h at 20°C MPa | Tensile test 10h at 60°C MPa |
|---|---|---|---|---|---|---|---|
| 0 | Tolerance | Average | Nominal | Max. | | | |
| 25 | 0.5 | 0.3 | 1.9<br>2.8 | 2.3<br>3.3 | 1.6<br>2.5 | 6.5<br>10.3 | 13.7 |
| 32 | 0.5 | 0.3 | 2.4<br>3.6 | 2.9<br>4.2 | 1.6<br>2.5 | 6.5<br>10.3 | 13.7 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 40 | 0.5 | 0.3 | 3<br>4.5 | 3.5<br>5.2 | 1.6<br>2.5 | 6.5<br>10.3 | 13.7 |
| 50 | 0.5 | 0.3 | 3.7<br>5.6 | 4.3<br>6.4 | 1.6<br>2.5 | 6.5<br>10.3 | 13.7 |
| 63 | 0.8 | 0.3 | 3<br>4.7<br>7.1 | 3.5<br>5.4<br>8.1 | 10<br>6.3<br>4 | 4<br>6.5<br>10.3 | 13.7 |
| 75 | 0.9 | 0.3 | 3.6<br>5.5 | 4.2<br>6.3 | 10<br>6.3 | 4.1<br>6.5 | 13.7 |
| 90 | 1.1 | 0.3 | 4.3<br>6.6 | 5<br>7.5 | 10<br>6.3 | 4.1<br>6.5 | 13.7 |
| 110 | 1.4 | 0.4 | 3.2<br>5.3<br>8.1 | 3.8<br>6.1<br>9.2 | 16.7<br>10<br>6.3 | 0.6<br>1<br>1.6 | 13.7 |
| 125 | 1.5 | 0.4 | 3.7<br>6<br>9.2 | 4.3<br>6.8<br>10.4 | 16.7<br>10<br>6.3 | 0.6<br>1<br>1.6 | 13.7 |
| 140 | 1.7 | 0.5 | 3.7<br>6.1<br>9.3 | 4.3<br>7<br>10.5 | 0.6<br>1<br>1.6 | 2.57<br>3.75<br>5.86 | 13.7 |
| 160 | 2 | 0.5 | 3.8<br>6.2<br>9.5 | 4.4<br>7.1<br>10.7 | 0.6<br>1<br>1.6 | 1.95<br>3.3<br>5.2 | 13.7 |

**Tolerances**

Ovalization : $\pm$ 1 mm

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

Socket length:

$\pm$ 0.6 mm

**11.1 Control tests for pipes**

**a) Length**

the tolerance for pipe lengths shall be $\pm$ 1% ($\pm$ 6cm) for every 100 pipes, if the number of pipes not respecting this tolerance is less than 3 i.e 3%, then

the whole lot is considered okay, otherwise the supervisor could request that as many pipes be tested in the lot as possible.

**b) External diameter**

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

**c)Thickness**

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

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

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

**d) Socket length**

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

**e) Shrinkage cracks**

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

**f) Internal pressure**

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

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

**Table C: Impact test schedule**

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

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

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

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

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

### 11.2 Fittings specifications

Contractors are required to strictly respect standards and specifications.
All fittings for these constructions must resist a pressure of above 16 Bars
All fittings have to be approved by the supervisor before being used. All fittings not conforming to those standards and specifications shall be rejected. The performance guarantee of works shall cover all defects on fittings, their handling and workmanship.

## CHAPTER III – METHOD OF EXECUTION

### Article 12 GENERAL INFORMATION

### 12.1 Safety Measures

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

**12.2 Traffic**

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

### Article 13 Construction of the elevated water tank stand

- Earth work and levelling of the platform including all subjections
- Construction of foundation and footings with reinforced concrete
- Construction of all the pillars and beams with reinforced concrete
- Covering of the concrete stand floor with timber
- Installation of all fittings and provision of metallic ladder

**Article 14 Pipeline**

In this project; a new pipeline will be constructed alongside the rehabilitation of the existing pipeline. Trenches will be dug at 0.3m x 0.7m and roasting signals installed at intervals of 100m.

All branches to standpipes shall be connected with 32mm PVC Pipes.

**Article 15 Stand Taps**

All existing stand taps are to be re-habilitated for the project. The dwarf pillars and the basin shall be in reinforced concrete at PC 300kg/m3. The norms shall be in conformity with Helvetas standards. An economic and durable type has been chosen. Also two new stand taps will be constructed following the same Helvetas standards.

**Article 16 Valve Chambers**

Valve chambers of 70 x70cm x 120cm internal dimensions shall be constructed. The foundations shall be of mass concrete at PC 250kg/m3. The walls shall be of concrete. The chambers shall be constructed after the pipeline has been laid. All chambers shall be equipped, covered with a slab and locked.

**Article 17 Pipeline at Road/stream Crossing**

It shall be constructed by passing the PVC pipe through GI pipes and assembly firms bind to avoid any external pressure on the network.

**Article 18 STONE MASONRY**

All stone masonry works must comply to the following standards DTU N° 20 – 12; NFP 13:304 and 14:301 The stone masonry required for the construction of structures should be aesthetical and according to structure type (shape, size of stones, joints etc…) in accordance with Engineering rules. Binding mortar shall contain 300 (three hundred) kg of cement per m3 of sand with the biggest sand grain being 4mm. The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm. M 450 mortar shall be used for the finishing of the external joints.

**Article 19 Mortars and Concrete**

19.1 Mortar

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

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

**19.2 Concrete**

Reinforced concrete in elevation shall contain 350kilogrammes of cement per cubic metre and shall be vibrated during laying. The reinforcement rods must meet the BAEL standards of 1991 or the AFNOR 35 – 001 standards.

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

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

**Article 20 Pointing and Plastering**

20.1 Pointing

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

**20.2 Plastering**

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

**Article 21 Plumbing Works**

 **Description**

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

- **Construction methods**

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

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

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

- **Method of measurement**

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

- **Basis of payment**

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

**Article 22 Excavations of Trenches**

The trench for pipes shall be excavated to a depth of at least 70cm deep and 30cm wide or other such depths and widths as directed by the supervisor.

**Article 23 Nomenclature of Work**

23.1 Setting out of works

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

## 23.2 Earth Works

### 23.2.1 Description

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

### 23.2.2 Construction methods

- **Excavation**

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

- **Backfill**

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

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

- **Maintenance of excavations.**

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

No water shall be allowed to accumulate in any portion of the excavations.

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

### Article 24 Control and follow up

The control and follow up of works by the engineer and the other stakeholders will focus on the following points:

- Definition of work program and the order of execution in accord with the contractor.
- Installation of structures.
- Follow up water quality analysis.
- Follow up the construction and rehabilitation of all other structures of the water supply scheme.
- Follow up PVC pipes testing and laying.

- All material shall be controlled and approved by the contract engineer before their installation. Any material or equipment installed without the prior approval of the engineer will not be accepted.

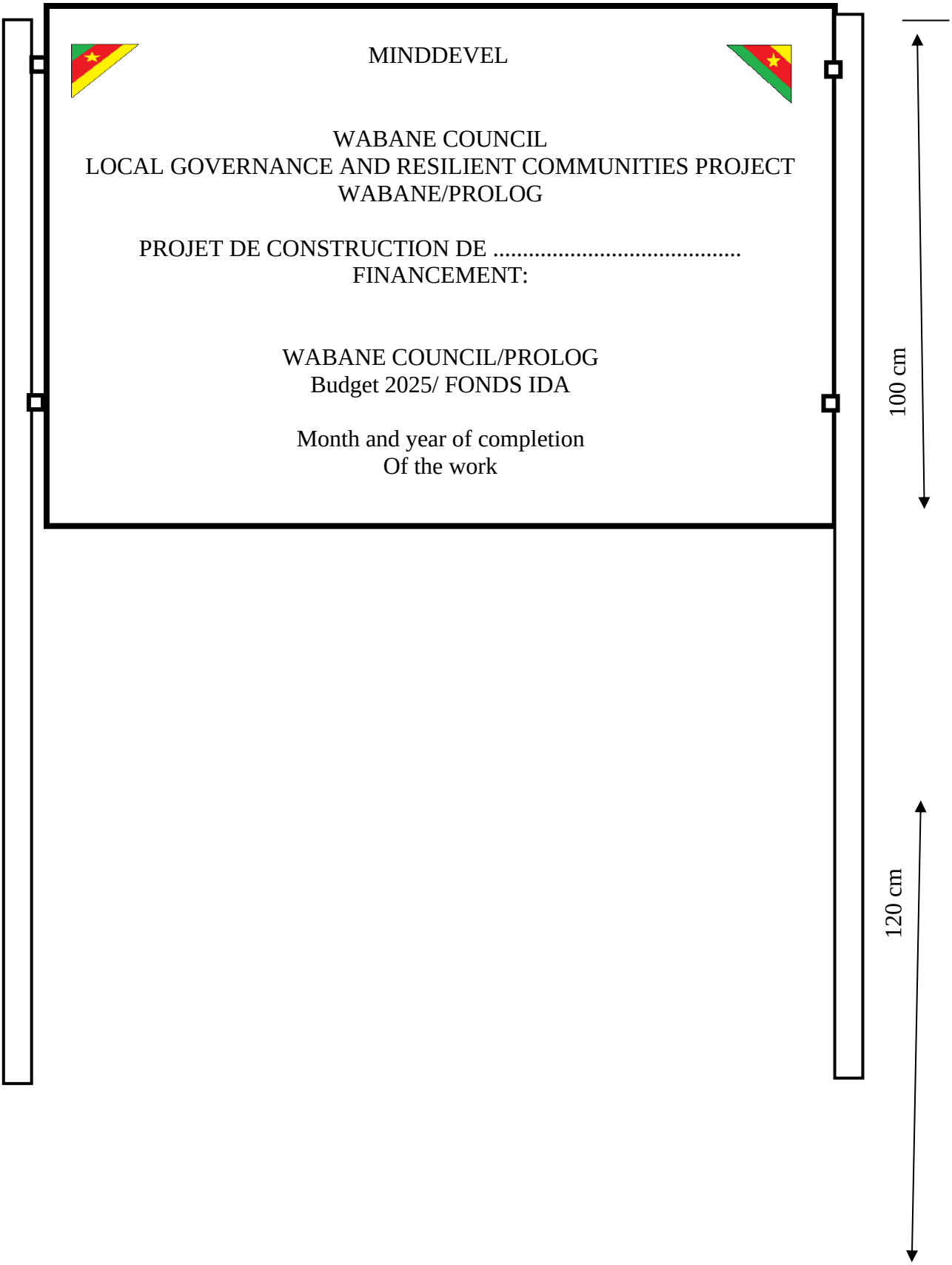
**Article 25 Required Technical Personnel**

| N° | **PERSONNEL** | **QUALIFICATION (certificates and experience)** | **NUMBER** | **ROLE** |
|---|---|---|---|---|
| 1 | Works Controller | Rural Engineer with Five years' experience in the construction of water supply scheme. | 01 | Site Engineer |
| 2 | Foreman | Civil or Rural Engineering senior technician with at least 5 years of experience | 02 | In charge of the execution of works |
| 3 | Plumber | | 02 | |
| 4 | Masons | | 04 | |
| 5 | Concrete former | | 02 | |
| 6 | Metal bender | | 01 | |
| 7 | Labourers | | 20 | |

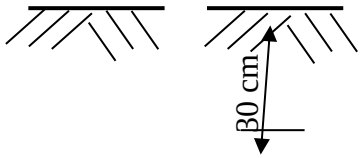
**LABELING**

At the end of the work and before provisional acceptance, a double large metal plaque bearing the labels of the Eastern Regional Council and PROLOG will be fixed in two places: at the entrance of the village. Each plaque will have the following presentation and dimensions below:

The amount relating to this expense is included in the project equipment estimate.



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

Ground distance 


**CHARACTERISTICS OF THE LABEL**:

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

# MODEL ENVIRONMENTAL AND SOCIAL SPECIFICATIONS (CCES)

## I. INTRODUCTION

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

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

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

II. GENERAL OBLIGATIONS

II.1. Responsibilities of the Contractor (the Contractor and its Subcontractors)

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

1. It must prepare, before the actual start of on-site work, the Construction Site ESMP in compliance with the requirements of the Construction Site Environmental and Social Standards Committee (CCES) and the World Bank's Environmental and Social Standards;
2. It must implement the Construction Site ESMP throughout the period from contract signing to final acceptance of the works by the Project Owner or their delegate;
3. It must have a dedicated organization and resources to ensure:
 (i) the preparation of environmental and social documentation,
 (ii) environmental and social monitoring of construction activities,
 (iii) the definition of corrective measures in cases of non-compliance and the prevention of non-compliance,
 (iv) adequate and timely communication between the various parties involved;
4. He must ensure compliance with good environmental, social, health, and safety (ESHS) practices, including aspects relating to the prevention and management of GBV/SEA/HS

incidents in the workplace and in communities, as well as the management of complaints and grievances related to the project;

5. He must be familiar with, comply with, and enforce all regulations, laws, decrees, standards, and other government provisions of a socio-environmental nature, including those corresponding to national and municipal areas that, in one way or another, are related to the work covered by the contract. In the absence of knowledge of one or more of these regulations, or others not specifically indicated and their corresponding updates, he is not exempt from the responsibility to comply with these regulations;

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

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

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

 Law 1998 on classified hazardous establishments such as quarries;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II.2. Commitments of the Project Management
The Project Manager approves, approves, and transmits this CCES, including the site ESMP, to the Project Owner, and ensures the rigorous application of said CCES.

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

II.3. Contractor's Internal Regulations
The Contractor must visibly display internal regulations in the various facilities of the base camp, specifically prescribing: a ban on poaching; compliance with environmental requirements; hygiene rules; and safety measures. These regulations must be signed by the Contractor and made available to the territorially competent Labor Inspector. Upon recruitment; Each employee must be made aware of the main points of these internal regulations.

II.4. Controls, notifications, non-compliance management, and sanctions
II.4.1. Monitoring the implementation of the environmental and social clauses of the CCES
The Contractor's compliance with and effectiveness of its implementation of the CCES is monitored by the Project Manager, depending on the case, with the advice of its environmental, social, and health and safety manager or a qualified technical manager with proven expertise in environmental and social matters. This monitoring is carried out during site visits, where corrective actions are addressed directly to the Contractor. Depending on the nature of the activity being implemented, this monitoring may be daily, weekly, or monthly. The findings are recorded in monthly, quarterly, and semi-annual monitoring reports.
II.4.2. Notification of Non-Compliances
The Project Manager shall notify the Contractor in writing of any instances of failure to comply with or non-implementation of environmental and social measures. The Contractor must rectify any failure to comply with the requirements duly notified to it by the Project Manager. Resumption of work or additional work resulting from non-compliance with the clauses shall be the Contractor's responsibility.
II.4.3. Management of Non-Compliances
Non-compliances detected during inspections carried out by the Contractor or the Project Manager will be handled in a manner appropriate to the severity of the situation. Non-compliances will be defined as discrepancies with the requirements of the regulations in force, this CCES, the CGES, and the Construction Site ESMP. Non-compliances will therefore be divided into four categories:
a) Observation Notification, for minor non-conformities such as the abandonment of household waste in the open air. This level only requires verbal notification from the Project Manager to the Contractor's representative, with the signature of the Observation Notification

prepared by the Project Manager. The multiplication of Observation Notifications in an Activity Zone, at least three (03) times or the failure of the Contractor to take into account the Observation Notification within six (06) working days, elevates the Observation Notification to the level of non-conformity level 1.

b) Level 1 non-conformity: for non-conformities that present a moderate and non-immediate risk in terms of the environment, society, health or safety, such as the inconsistent wearing of complete Personal Protective Equipment (PPE). Non-compliance shall be notified in writing to the Contractor and must be resolved within five (5) working days. The Contractor shall send the Project Manager proof of resolution of the problem. After a visit and a favorable opinion, the Project Manager shall confirm in writing the closure of the non-compliance. In all cases, any level 1 non-compliance not corrected within a period exceeding five (5) working days shall be elevated to level 2.

c) Level 2 non-compliance: Applicable to any non-compliance that presents an immediate moderate risk or has significant consequences for the environment, social security, and occupational health and safety, such as the lack of a first aid kit and medicine cabinet, the lack of awareness about the spread of STIs/HIV/AIDS, or the storage of waste (batteries, filters, etc.) on unsealed ground. The same procedure as for level 1 non-compliances shall apply. The resolution must be made within three (03) working days. Any level 2 non-compliance not corrected within a period exceeding three (03) working days will be raised to level 3. For non-compliances such as unauthorized deforestation of valuable species, installation of parking areas within the distances prescribed in the CCTP, for which the planning of corrective measures requires more time, its failure to correct within ten (10) days will result in its elevation to level 3;

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

II.4.4. Conditions for Suspension of Work

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

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

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

II.5. PROVISIONS PRIOR TO THE EXECUTION OF WORK

II.5.1. Resources allocated to environmental and social management

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

II.5.2. Construction Site Environmental and Social Management Plan (CSEMP)
The Construction Site Environmental and Social Management Plan (CSEMP) is the single reference document in which the Contractor defines in detail all the organizational and technical measures it implements to meet the CCES requirements. The Construction Site ESMP covers the entire period from the date of contract signature to the date of issuance of the Certificate of Completion issued by the Project Owner. It will be prepared by the Contractor upon receipt of the start-up service order.

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

No physical work or activity shall begin in an Activity Zone before the Construction Site ESMP has been approved by the Project Owner. During the execution of the work, whenever the Project Owner so instructs, the Construction Site ESMP will be updated by the Contractor and returned for approval. The revised version must highlight any new elements introduced into the document.
The content of the Construction Site ESMP to be prepared by the Contractor will be structured according to the scope of the work and, at a minimum, by the elements presented in Appendix 1 of this document.
III. EXECUTION OF WORK
III.1. Construction Kick-Off Meeting
Before the start of construction, the Contractor and the Project Manager, under the supervision of the Project Owner, must organize meetings with the authorities, representatives of the local population, including women, located in the project area, and the relevant technical services, to inform them of the scope of the work to be carried out and its duration, the routes involved, and the locations likely to be affected. This meeting will also allow the Project Owner to gather feedback from the local population, raise awareness of environmental and social issues, and their relationships with the workers.
III.2. Site Access and Installation
III.2.1. Access
Access to the site for construction purposes must be achieved in a manner that minimizes disruptions and safety risks. To this end, the Contractor must define the most optimal access route, taking into account the aforementioned concerns. Access roads must be maintained by the companies using them (sweeping may be requested by the project manager).

Increased vigilance will be exercised to ensure that water flows are maintained in good condition at all times.
The project manager may also order the provision of equipment for watering and maintaining the roads. This will be ensured, in each of their sectors and for all stakeholders, by the companies holding the various lots.
Each lot holder of the contract must be responsible for the specific operations to secure and protect the environmental site.
Their bids will therefore include the costs associated with these services to preserve access conditions.
III.2.2. Traffic
In the event that the work passes near sensitive areas, these areas will be precisely identified and marked out on the ground before the start of work in the presence of the project manager, a representative of the earthmoving company, and an environmental specialist. These preventive measures will minimize the construction site's impact on the environment and thus avoid irreversible damage to the most sensitive natural environments.
No traffic is permitted in the wetland with high environmental impact, as shown in the attached graphic.
When removing machinery from the construction site area onto a paved traffic area, the contractor must take all precautions (e.g., a cleaning pond) to avoid contaminating these roads.

III.2.3. Installation
The Contractor must submit an installation plan and the location of the construction site facilities to the project developer. The scope of these facilities is determined by the volume and nature of the work to be carried out, the site personnel, and the number and type of machinery. The site installation plan must take into account the following facilities and protective measures:
- The boundaries of the chosen site must, if possible, be at least:
o 30 m from the road;
o 200 m from a lake, watercourse, or marshy/flood-prone area;
o 100 m from residential areas.
o When it is not possible to meet these three requirements, the Contractor must present the measures it plans to implement to avoid any disruption to the elements under consideration for approval by the project manager and the Contract Engineer.
- Clearing and felling of trees must be avoided or limited. Useful or large trees (diameter greater than 50 cm) must be preserved and protected.
- Traffic lanes must be compacted and watered periodically. - The site must provide adequate drainage of rainwater throughout its entire area, avoiding stagnation points.
- The site facilities must be marked with a HERAS-type fence or similar.
During the execution of the contract, the Contractor shall prepare and submit the following documents to the Project Manager within a timeframe consistent with the Special Administrative Conditions, prior to the start of construction:
- the location of the land to be used;
- a list of agreements made with the current owners and users of these areas and proof that these users have been able to find similar areas to continue their activities;
- a detailed inventory of the various sites;

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

III.2.4. Permits and Authorizations Prior to Work

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

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

III.4.1. Weekly Environmental and Social Inspections

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

**III.4.2. Reporting**

**Monthly Reports:**

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

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

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

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

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

The Contractor must be aware that the public utility area related to the operation is the area likely to be affected by the work. Work may only begin in areas affected by private rights-of-way when these rights-of-way have been vacated following an acquisition procedure under the responsibility of the Government/Borrower.
Before work begins, the Contractor must prepare a procedure for identifying the concessionaires' networks (drinking water, electricity, telephone, sewer, etc.) on a plan, which will be formalized by a report signed by all parties (Contractor, Project Manager, concessionaires).
III.4. Provisions Applicable to Site Installation and Throughout the Execution of the Work
Quarterly reports:
This report will be included in the construction or infrastructure installation activity report, summarizing the Environmental and Social activities for the past quarter based on

performance indicators identified in the construction site ESMP. Quarterly reports must be submitted no later than 14 days after the quarterly deadline.
Regarding the notification of ESHS events, the project manager is informed, within one hour of the event, of (i) any serious bodily injury to a staff member, visitor, or any other third party caused by the conduct of the work or the behavior of the Contractor's personnel, or (ii) any significant damage to private property, or (iii) any significant damage to the environment. The project manager is also informed, as soon as possible, of any accident related to the conduct of the work which, under slightly different conditions, could have caused bodily injury to people, damage to private property, or the environment. Semi-annual Report
Semi-annual ESMP implementation reports must be prepared and submitted to the Ministry of the Environment, Nature Conservation, and Sustainable Development (MINEPDED) and to the Departmental ESMP Monitoring Committees established by applicable regulations.
III.5. Health and Safety Management
The Contractor describes its Health and Safety management system in the construction site ESMP, in the Health & Safety Plan section. This plan identifies and characterizes:
- All health and safety risks related to the conduct of the work;
- The risk prevention and protection measures planned for the conduct of the work, distinguishing, where applicable, between measures concerning men and women;
- The human and material resources involved;
- The work requiring work permits, and the emergency plans to be implemented in the event of an accident. - The following risks must be given particular attention:
o Risks related to exposure to nuisances;
o Risks related to traffic accidents;
o Risks related to opening trenches for laying foundations and pipes;
o Risks related to manual and mechanical handling;
o Risks related to poor hygiene;
o Risks of falls;
o Toxic risks;
o Risks related to failure to take measures to protect against COVID-19
o Risks of electrocution.
 Weekly and daily health and safety meetings
The Contractor shall organize, at least once a week or at another frequency approved by the Project Manager, a health and safety meeting on the construction sites where activities are carried out, with all employees assigned to this Activity Zone. Accidents and incidents from the past week are described, and feedback is highlighted. Improvement actions are identified, documented, and evaluated until they are resolved. The project manager receives their reports.
The Contractor organizes, per team, a daily health and safety review before the start of activities in all Activity Zones where an activity is taking place. The meeting establishes the health and safety risks associated with the day's tasks and activities, as well as the prevention and protection measures. These meetings result in reports.
**III.6. Information, Awareness, and Capacity Building**
The work covered by the Contract will result in an information and awareness campaign for local populations and stakeholders regarding:
- The nature and schedule of the work;
- The people to be recruited and the recruitment procedures to be implemented;

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

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

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

IV. ENVIRONMENTAL PROTECTION: REQUIREMENTS TO MITIGATE ENVIRONMENTAL IMPACTS

IV.1. Maintenance and Waste Management

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

- Follow appropriate procedures for the storage, collection, transportation, and disposal of hazardous waste. For waste such as used oil, it is essential to collect it and deliver it to authorized collectors;
- Clearly identify and demarcate disposal areas, specifying which materials may be deposited in each area; - Control the placement of all construction waste (including soil excavations) in approved disposal sites (>300 m from rivers, streams, lakes, or wetlands);
- Place all garbage, metals, waste oil, and excess materials generated during construction in authorized areas, incorporating recycling systems and material separation;
- The Contractor will take the necessary steps to prevent dispersal by wind or rainwater, for example, before waste disposal;
- Products from stripping the Earthworks rights-of-way will be stored and possibly reused;
- Transport soil within the site to the sites to be filled or dispose of it at public landfills;
- Minimize waste generation during construction and reuse construction waste where possible;

The following measures must be taken for site maintenance:

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

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

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

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

IV.2. Preventive Measures Against Noise and Dust Emissions

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

It shall ensure that the use of noisy machinery is limited to what is strictly necessary and shall shut down those not in use (e.g., generators). Except in emergencies, noise pollution (machinery, vehicles, etc.) near residential areas shall be prohibited from 7 p.m. to 8 a.m., as well as on weekends and public holidays.

The Contractor's personnel working at workstations where noise levels exceed the acceptable standard must undergo hearing tests at frequencies defined by the occupational physician. In the event of concerns, the affected employees must receive medical treatment at the Contractor's expense. These tests must also be conducted before the termination of the contracts. During the construction work, to combat dust and nuisance, the contractor must limit the speed of construction-related traffic to 24 km/h on the streets within a 200-meter radius of the construction site, and limit the speed of all vehicles on the construction site to 16 km/h.

IV.3. Storage and Use of Potentially Polluting Substances

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

- limitation of stored quantities;
- organized storage, on a site or in a manner that does not allow access to anyone outside the construction site;
- handling by responsible personnel equipped with PPE;
- marking of the storage site with a sign indicating the nature of the hazard.
- Liquid chemicals will be stored in a reservoir to prevent accidental spills and soil pollution;
- The chemicals used must be provided with a Safety Data Sheet (SDS) to be displayed at the storage location.

IV.4. Fuels and Lubricants

If the contractor uses fuels and lubricants on the construction site, the lubricants will be stored in leak-proof containers placed on a level, clean, and stable surface. The containers will be insulated from the ground by a plastic sheet or absorbent material (sand or sawdust) to allow for the recovery of any accidental spills. Fuels will be stored in tanks in a space designed according to standards. The tank must be placed in a leak-proof collection container, the volume of which is at least two-thirds that of the tank, to contain the liquid in

the event of an accidental spill. The entire container must be covered and equipped with firefighting equipment (fire extinguishers, sandboxes). Upon completion of the work, the construction site will be cleared of all traces or by-products.

IV.5. Other Potentially Polluting Substances

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

IV.6. Accidental Pollution Management

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

IV.7. Principle of Response Following Accidental Pollution

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

- Avoid soil contamination by sprinkling specific absorbents; - If a water source (well, stream, etc.) is nearby, first avoid contaminating the water by blocking it, damming it, or earth dikes;
- Excavate the polluted soil at the infiltration surface;
- Treat the polluted areas in an environmentally sound manner (landfill, burial, or incineration, depending on the nature of the pollution).

IV.8. Protection of Natural Areas Against Fire

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

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

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

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

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

possibility of disposing of this wood at their convenience. Felled trees must not be abandoned on site, burned, or buried under earthworks.
The Contractor must carry out compensation planting after the work in the event of deforestation or tree felling.
The materials used for the work (particularly sand and gravel) must come from quarries and sand pits authorized and controlled by the Mining Service. In accordance with the provisions of the Mining Code, quarries and borrow pits must be rehabilitated.
Site restoration before construction work can be required in the event of significant site modifications.
Any environmentally sensitive areas must be avoided by the project (e.g., seasonal flood zones). Also, every precaution must be taken to preserve water sources (wells, springs, fountains, ponds, etc.).
IV.10. Biodiversity Protection
In addition to complying with the resolutions of the Biodiversity Management Plan, which will be developed and made available to the Contractor, the Contractor must take the following initial measures during the execution of the work:
Prohibit construction site facilities and base camps in the vicinity of the two parks, outside the buffer zones;
- Prohibit the opening of borrow pits and storage areas within the boundaries of said parks;
- Prohibit the search for timber (planks, stakes, and markers) within the said parks and their buffer zones;
- Prohibit the consumption, hunting, and transportation of bushmeat by construction site personnel;
- Avoid the installation of certain roadside facilities, including rest areas, toll booths, and weigh stations, within national parks and their buffer zones;
- Obtain permits to search for borrow pits within the parks and buffer zones in accordance with the park's zoning plan;
- Collaborate with park rangers to select areas that can be dedicated to the exploitation of borrow pits, even in critical situations of material shortages;
- Plan, in collaboration with national park rangers, work near parks, taking into account the locations and periods of animal migration during their seasonal migrations;
- Develop tunnels or footbridges, as appropriate, for wildlife crossings, with the collaboration of conservationists who control the crossing points for these animals;
- Post physical signage at park entrances and exits, as well as at animal crossing points;
- Implement facilities such as speed bumps at these points to reduce motorist speeds.
- Develop communication plans and training/awareness sheets/posters in collaboration with conservationists for the benefit of the direct and indirect beneficiaries of the road. These documents should highlight the project's protected species, enforcement measures, and regulatory requirements. Awareness campaigns will be conducted by the conservation team for the benefit of construction personnel, and by a local NGO for the benefit of local communities.
- Adopt educational and awareness-raising measures for staff, subcontractors, and project management to preserve park resources.
V. Social Risk and Impact Management: Plan/Program/Measures to Manage Social Risks and Impacts
The Contractor must establish a detailed social management program for the construction site. This detailed program must contain the following Plan/Program/Measures:

V.1. Workforce Management Plan/Program/Measures

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

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

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

- Social protection conditions (social security, insurance where applicable, etc.);
- Employability (career profile and training);
- The provision of drinking water and water for domestic purposes, taking into account local conditions for workers.

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

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

This includes, for example, the recruitment of local labor, thereby reducing the contingent of workers from outside the region and, at the same time, reducing the support structure for the work (housing, sanitation, waste, etc.) and also preventing the transfer of transferred assets and minimizing the problems of increased prostitution and violence, among others. The Contractor shall provide training to (i) minimize the potential for the spread of or community exposure to waterborne or vector-borne diseases and infectious diseases due to project activities that may be associated with the influence of temporary or permanent project workers; and (ii) on the worker code of conduct, defining acceptable and appropriate behavior with communities, as well as disciplinary measures.

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

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

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

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

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

The action plan to be implemented for the company will be based primarily on the Project's GBV Action Plan, which includes, among other things, community awareness-raising, training for company employees and subcontractors and other stakeholders, and the

implementation of a grievance mechanism with a mechanism for addressing GBV/CSA/SH complaints in accordance with a survivor-centered approach.
Contractor Personnel must be informed, at the time of their engagement, of the SEA/SH Response Mechanism, which includes the principles, practices, roles, and responsibilities for mitigating and responding to cases of gender-based violence for the Contract. They must also be informed of the GBV:SEA/SH Complaint Management Mechanism and the measures in place to protect them from any retaliation for its use. For all other persons (including the Employer's Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and the measures to protect against retaliation, must be posted in languages understandable to the Contractor's Personnel, the Employer's Personnel, and affected communities, in locations easily accessible to them.
The MGP's GBV/SEA/SH mechanism should primarily serve to:
(i) refer the survivor to a GBV Service Provider. Immediately upon learning of the complaint, the Complaint Management Mechanism must assist the survivor by referring them to GBV support services for treatment. To this end, the company must ensure it has a reference list made available by the project or identified by the said company. The support structures identified by the company must be validated by the project's GBV manager.
(ii) record the resolution of the complaint. The information retained by the MGP will be documented but will remain strictly confidential, especially when it relates to the identity of the complainant.
The SEA/HS Response Mechanism must allow for the submission of allegations or concerns in writing, in person or by telephone, with appropriate provisions for confidential treatment, and allow for the submission of anonymous allegations. The Contractor must have a dedicated individual with the appropriate skills, experience, and training to receive and review these allegations or concerns.
As part of the SEA/HS Response Mechanism, the Contractor must maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or HS. These measures should determine the appropriate responses to the EAS and/or HS allegations, including the measures set out in Article 5.10 and other appropriate disciplinary measures in the case of Contractor Personnel.
Any allegation of SEA and/or HS received by the Contractor (including through a Subcontractor), the Employer, or the Project Manager must be documented and promptly submitted to the other Party and the Project Manager. While maintaining confidentiality regarding the person who suffered the alleged incident, where applicable, the documentation and presentation should include the type of alleged incident (sexual exploitation, sexual abuse, or sexual harassment), its connection to the project, gender, age, and the psychomedical care of the person who suffered the alleged incident.
Upon receipt of any allegation of SEA and/or HS described above, the Contractor must immediately implement the SEA/HS Response Mechanism, as described in the project's GBV Action Plan: SEA/HS, which is available for consultation at the project management unit level.

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

The safety measures to be observed for site personnel and users are those aimed at protecting the health of personnel working on the site as well as those of residents living near the site. In this regard, the contractor must comply not only with NES No. 2 (Employment and Working Conditions), but also with NES No. 4 (Population Health and Safety). These measures include the wearing of safety equipment by company personnel on the site, dust control, and

signage. To prevent workplace accidents, the wearing of PPE such as gloves, helmets, safety shoes, nose covers, and other types of PPE, depending on the workshop, is mandatory for everyone on the site. The company is required to provide all of this equipment on the site in sufficient quantity, and the project manager is responsible for ensuring strict compliance with these safety measures. The Contractor shall ensure that any discharge (liquid, gaseous, and solid) likely to harm the health of local populations is limited. Similarly, the company (or a service provider) shall conduct awareness campaigns for local populations and employees on health issues (COVID-19, prevention and treatment of STIs/HIV/AIDS, GBV/CSE/HS, occupational diseases, malaria, unwanted pregnancies, etc.).
The Contractor shall also ensure that the speeds of various vehicles and machinery are limited (less than 40 km/h). Similarly, it shall ensure that all temporary diversions are identified in collaboration with local residents and do not affect sensitive areas. In addition to the construction site signs bearing the project references, the Company is also responsible for installing safety signs, such as those prohibiting access to the construction site by outsiders or those relating to traffic (truck exit, speed limit, caution during construction, etc.).
- The following measures must also be taken: Ensure the safety of traffic, pedestrians, livestock farmers and their herds on all construction and installation sites, through signage, installation of protection and guardrails, temporary crossings, etc., by redirecting their traffic to the least dangerous side of the work roads;
- Train personnel, particularly drivers, to respect pedestrians and herds of animals;
- Trenches will be surrounded by solid barriers, if necessary;
- Barriers and walkways will be lit at night;
- Ensure the required signage and security;
- Provide adequate warning of work. - Ensure the passage of vehicles, unless absolutely impossible;
- Roads will not be cut at any one time for more than half their width;
- Trenches along roads and affecting their right-of-way will not be opened for a length exceeding 200 m;
- Protect from any damage the walls of residents' homes, public highway structures such as curbs, boundary stones, etc., electrical or telephone lines, and pipes and cables of any kind found in the ground;
- Maintain in working order, throughout the duration of the work, the existing cables, pipes, and installations ensuring the distribution of drinking water or the evacuation of wastewater.
- The Contractor shall not give, barter, or otherwise transfer any weapons or ammunition of any kind to anyone, or allow its personnel to do so.

**V.5. Plan/Program/Measures** for managing the occupation of people in the right-of-way: restriction of access for local residents to their residences or businesses and/or right-of-way or transit easements (See also the Resettlement Plan for sub-projects, as applicable).
The Contractor must be aware that the public utility area related to the operation is the area likely to be affected by the work. Work may only begin in areas affected by private rights-of-way when these rights-of-way are vacated following an acquisition procedure that is the responsibility of the Government/Borrower.
Before starting work, the Contractor must prepare a procedure for identifying the concessionaires' networks (drinking water, electricity, telephone, sewer, etc.) on a plan, which will be formalized by a report signed by all parties (Contractor, Project Manager, concessionaires). The Contractor shall take all necessary precautions to prevent any type of damage to persons or property of any kind, including properties adjacent to the work, and

shall be solely and exclusively responsible for repairing any damage or injury caused by and/or its work.
The Contractor may only commence work in areas where it is necessary to permanently restrict access to the land once the dispossession or physical displacement and subsequent clearance of the areas for the work have been completed, which shall be the responsibility of the Contractor. To this end, the Contractor shall provide a detailed schedule for the execution of the work. The areas to be made available for this project are described in the Work Relocation Plan, based on these specifications. To ensure the maintenance of existing services in the areas of direct influence, before the start of work, the Contractor must request the Contractor to formally communicate with the service entities or concessionaires (telephone, sanitation, water distribution, and gas) so that they can relocate any infrastructure likely to be affected by the work, so as not to harm the user population or the development of the work. At the Contractor's request, the Contractor must provide communication assistance to organizations, entities, or services related to the project's area of influence.
The Contractor may not restrict pedestrian and vehicular access to their homes and/or businesses during the work, avoiding or not restricting them as much as possible. When restrictions cannot be avoided, a management plan including adequate temporary access and previously agreed upon with the parties concerned will be prepared for approval by the Contracting Party. The Contractor will implement the plan once approved by the Contractor.
For work requiring temporary traffic interruptions, the Contractor shall submit its detailed work schedule to the Project Manager at least one (1) month in advance. After approval, the Contractor shall be responsible for posting this interruption schedule wherever necessary, and for providing official information to local authorities and the public (e.g., by radio). Under no circumstances may traffic interruptions exceed four (4) consecutive hours during the day and eight (8) consecutive hours at night.
The Contractor shall inform the Contractor if, during the work, it is determined that crossing or transit services are required for the work, including information on the type and dimensions, so that the Contractor can proceed with the request to stop the traffic.
The contractor is required, throughout the duration of the construction site and along the entire length of the sections included in its contract, to maintain traffic flow at its own expense if necessary by constructing diversions and temporary structures to cross rivers and waterways. It may, at its own expense and under its own responsibility, install rain barriers to protect its work. It remains liable for any damage, whether caused by its own equipment or by a third party, until provisional acceptance.

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

To enable the project to generate positive impacts on the host social environment, the Contractor is required to hire (apart from its technical management staff) as much labor as possible in the area where the work is being carried out, in order to promote local socioeconomic benefits and reduce the risks of GBV, SEA/HS, and the spread of STDs/AIDS. If qualified personnel cannot be found locally, it is permitted to hire labor outside the work area. It must comply with the project's labor management procedure.
The Contractor will ensure:
- Avoid the project from altering historical, archaeological, or cultural sites;
- Address the concerns of women and encourage their involvement in decision-making;
- Prioritize recruitment of unskilled labor from the local population. The following measures must be taken in the event that objects of cultural or religious value are discovered during excavations:

- Stop work immediately upon the discovery of any material of possible archaeological, historical, paleontological, or other cultural value, inform the developer of the finds, and notify the relevant authorities;
- Protect the objects as much as possible by using plastic covers and, where necessary, take measures to stabilize the area to adequately protect the objects;
- Resume work only after receiving authorization from the relevant authorities.

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

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

The PCS will include the production and printing of posters, leaflets, brochures, and other graphic materials, which will be distributed to the community and placed in locations that provide access to information for all. This material must receive the Contractor's prior approval before its distribution.

V.8. Grievance Management Plan/Program/Measures: Grievance Management Mechanism (GMM)

The Contractor shall organize and manage a grievance management system for cases that may arise during the execution of the work. The Contractor shall be responsible for registering the grievance in accordance with the Project's GMM, including the date of its execution, the response and date to the complainant, or the referral of the complaint to the Contractor, if it is not within its area of expertise. Similarly, the Contractor shall provide a mechanism for easy access to complaints from workers and their organizations, independent of other legal remedies, so that they can express their concerns regarding working conditions, with a guarantee of return to the complainants, without any retaliation. This mechanism shall be linked to the GMM established by the Project to ensure transparency and efficiency in responding to and resolving grievances/grievances. To this end, the PMU will be involved in collecting, processing, and archiving complaints/grievances at all levels, in accordance with the PMM and MGPT.

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

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

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

Complaints will be analyzed and resolved according to their nature and complexity. Complaints handled by the Contractor generally include elements related to the risks and

direct impacts of the work, inappropriate conduct with the communities, risks to the health and safety of the community that could be caused by the project's activities, equipment, and infrastructure, and potential community exposure to disease.
The Contractor will systematically record all complaints submitted to the project owner for cases that do not fall within its resolution coverage. A plan containing the cases that have arisen, along with information on the process and resolution, will be submitted to the project owner on a monthly basis. The project owner or the delegated project owner are responsible for complaints that are not the responsibility of the Contractor.

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

Upon completion of the work, the Contractor must carry out all work necessary to restore the site to its original condition. The Contractor shall recover all its equipment, machinery, and materials. It may not abandon any equipment or materials on the site or in the surrounding area. Concrete areas are demolished and the demolition materials are stored at a suitable site approved by the engineer. Upon relocation, the facility's drains are cleaned to prevent accelerated erosion of the site.
If it is in the Project Owner's interest to recover the fixed installations for future use, the Administration may request the Contractor to transfer to it, without compensation, the installations subject to demolition during a relocation. After the equipment has been removed, a report noting the restoration of the site must be drawn up and attached to the work acceptance report.

**VII. APPENDICES**

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

1) Description of activities likely to generate environmental and social risks and impacts for the subproject in question;
2) Description, in light of the receiving environments, of the environmental and social risks and impacts, hygiene, health and safety at work, and EAS/HS aspects to be managed (This description of the activity areas must present the site inventory supported by photographs before the start of operations).
3) The Contractor shall document, using color, dated, and georeferenced photographs, the situation of all areas, from a consistent viewpoint and angle, before the start of work, at each significant stage of the work, and until provisional acceptance.
4) E&S Risk and Impact Mitigation Measures: procedures and plans to be reported (frequency) as follows:

• Appropriate procedures for the storage, collection, transportation, and disposal of hazardous waste;
• Preventive measures against noise pollution and dust emissions;
• Principles for the storage and use of potentially polluting substances;
• Measures for protecting natural areas against fire;
• Procedure for managing non-compliance;
• Solid waste management plan;
• Incident investigation procedures;
• Hygiene, health, and safety plan. A health and safety plan will be an integral part of the Construction Site ESMP to ensure the safe implementation of activities on the construction site. As such, in said plan, the contractor will:

- Identify hazards to safety, hygiene, and health, including personnel exposure to chemicals, biological hazards, physical hazards, etc.;

- Describe work methods to minimize hazards and control risks;
- List the types of work requiring a work permit;
- Description of appropriate personal protective equipment for each workstation;
- Description of collective protective equipment at the workplace; - A presentation of the medical system in the area of activity (medical equipment, medical personnel, treatment center, emergency medical evacuation procedure);
- A description of the internal organization and actions to be taken in the event of an accident or incident.

• Workforce management plan/program/measures;
• Workforce influx management plan/program/measures;
• Gender-Based Violence prevention and response plan/program/measures: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);
• Personal and property damage prevention plan/program/measures;
• Right-of-Way occupation management plan/program/measures: restriction of access for residents to their residences or businesses and/or right-of-way or transit easements (See also the Sub-Project Resettlement Plan, as applicable);
• Cultural Heritage Management Plan/Program/Measures;
• Social Communication Plan/Program/Measures;
• Complaints Management Plan: Complaints Management Mechanism (MGP)
• Fines and Penalties;
5) Responsibilities for implementing the construction site ESMP
The responsibility for implementing the construction site ESMP must:
o provide a precise description of the entity responsible for implementing mitigation and monitoring measures
o specify staff training and any additional measures that may be necessary to support the implementation of mitigation measures and any other recommendations of environmental and social significance.

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

**7) Monitoring plan**
The ESMP must define the monitoring objectives and indicate the nature of the actions carried out in this regard, linking them to the effects examined in the environmental and social assessment and the mitigation measures described. It shall provide:
a) a detailed and technical description of the monitoring measures, including the parameters to be measured, the methods to be used, the sampling locations, the frequency of measurements, the detection limits (if applicable), and a definition of thresholds that will indicate the need to apply corrective measures; and
b) monitoring and reporting procedures to: i) ensure timely detection of conditions that require specific mitigation measures, and ii) provide information on the progress and results of the mitigation actions.

c) An estimate of its investment cost and recurrent costs, as well as the sources of financing for its implementation.

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

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| **1.** | **Explosive** | Substances and preparations which may explode under the effect of a flame or which are more sensitive to shock or friction than dinitrobenzene |
| **2.** | **Oxidizer** | Substances and preparations which, in contact with other substances, in particular flammable substances, exhibit a strongly exothermic reaction |
| **3.** | **Highly flammable** | Substances and preparations (i) in the liquid state (including extremely flammable liquids), whose flash point is below 21°C, or which can be heated to the point of igniting in air at room temperature without the addition of energy; or (ii) in the solid state, which can be easily ignited by a brief action of an ignition source and which continue to burn or consume after the removal of the ignition source or (iii) in the gaseous state, which are flammable in air at normal pressure; or (iv) - which, upon contact with water or moist air, produce highly flammable gases in dangerous quantities |
| **4.** | **Flammable** | Liquid substances and preparations with a flash point equal to or greater than 21°C and less than or equal to 55°C |
| **5.** | **Irritant** | Non-corrosive substances and preparations which, upon immediate, prolonged, or repeated contact with the skin and mucous membranes, may cause an inflammatory reaction |
| **6.** | **Harmful** | Substances and preparations which, upon inhalation, ingestion, or penetration through the skin, may cause risks of limited severity |
| **7.** | **Toxic** | Substances and preparations (including very toxic substances and preparations) which, upon inhalation, ingestion, or penetration through the skin, may cause serious, acute, or chronic risks, or even death |
| **8.** | **Carcinogenic** | Substances and preparations which, upon inhalation, ingestion, or penetration through the skin, may produce cancer or increase its incidence |
| **9.** | **Corrosive** | Substances and preparations which, upon contact with living tissue, may exert a destructive effect on the latter |
| **10.** | **Infectious** | Materials containing viable microorganisms or their toxins, which are known or have good reason to believe cause disease in humans or other living organisms |
| **11.** | **Toxic for reproduction** | Substances and preparations which, if inhaled, ingested, or penetrated through the skin, may produce or increase the frequency of non-hereditary adverse effects in offspring or impair reproductive functions or abilities |
| **12.** | **Mutagenic** | Substances and preparations which, if inhaled, ingested, or penetrated through the skin, may produce or increase the frequency of hereditary genetic defects |

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| **13.** | **Reacts with water** | Substances and preparations which, upon contact with water, air, or an acid, emit a toxic or very toxic gas |
| **14.** | **Sensitizer** | Substances and preparations which, upon inhalation or penetration through the skin, may give rise to a hypersensitization reaction such that further exposure to the substance or preparation produces characteristic adverse effects. This property should only be considered if test methods are available. |
| **15.** | **Eco toxic** | Substances and preparations that present or may present immediate or delayed risks to one or more components of the environment. |
| **16.** | **Dangerous for the environment** | Substances and preparations that may, after disposal, give rise, by any means whatsoever, to another substance, for example a leaching product, which has one of the characteristics listed above. |

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

Appendix 5. Codes of Conduct
In accordance with the content of the Gender-Based Violence Prevention and Response Plan/Program: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) (see subsection V.2.3), three codes of conduct are recommended. These are: a code of conduct for companies, an individual code of conduct, and a code of conduct for managers. These codes bind companies (and their subcontractors, if applicable) and their employees to GBV issues.

(i) **COMPANY CODE OF CONDUCT**
**Commitment**
The company undertakes to ensure that the project is implemented in a manner that minimizes any negative impact on the local environment, communities, and its workers. To achieve this, the company will comply with environmental, social, health, and safety (ESHS) standards and ensure that appropriate occupational health and safety (OHS) standards are met. The company also commits to creating and maintaining an environment in which Gender-Based Violence (GBV), including Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH), and Violence Against Children (VAC), do not occur—they will not be tolerated by any employee, subcontractor, supplier, associate, or representative of the company.
Therefore, to ensure that everyone involved in the project is aware of this commitment, the company commits to adhering to the following fundamental principles and minimum standards of behavior, which will apply without exception to all employees, associates, and representatives of the company, including subcontractors and suppliers.
**DEFINITIONS OF TERMS**
Sexual Exploitation and Abuse (SEA): Any abuse or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting financially, socially, or politically from the sexual exploitation of another person.

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

Worksite: The location where infrastructure development work is taking place on behalf of the project. Consulting assignments have the locations/sites where they are carried out as worksite(s).
Consent: Is the informed choice underlying a person's free and voluntary intention, acceptance, or agreement. There can be no consent when such acceptance or agreement is obtained through threats, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if the national law of the country where the Code of Conduct is introduced considers the age of consent to be lower. Lack of knowledge of the child's age and the child's consent cannot be invoked as a defense.

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

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

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

Contractor: Any business, corporation, organization, or other institution that has been awarded a contract to provide construction services for the project and has hired managers

and/or employees to perform this work. This includes subcontractors hired to perform activities on behalf of the contractor.

Site environment: The "project area of influence," which is any location, urban or rural, directly affected by the project, including human settlements.
Sexual exploitation: This is defined as the abuse of a position of vulnerability, authority, or trust for sexual purposes, particularly for financial, social, or political gain.

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

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

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

Accountability and Confidentiality Measures: Refers to the preservation of the privacy and confidentiality of the survivor at all stages of the intervention by ensuring that the identity of those involved is respected. The measures instituted hold contractors, consultants, and the client accountable for establishing a fair system for handling GBV, SEA, and HS cases.
Environmental, Social, Health, and Safety (ESHS) Standards: A general term covering issues related to the project's impact on the environment, communities, and workers.

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

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

Child Protection: An activity or initiative aimed at protecting children from all forms of harm, particularly those resulting from VAC.
Response Protocol: Mechanisms in place to respond to GBV/SEA/SH and VAC incidents.
Child sexual solicitation: This behavior allows an abuser to gain a child's trust for sexual purposes. This allows an offender to establish a relationship of trust with the child and then seek to sexualize that relationship.

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

**Survivors:** Individuals negatively affected by GBV/SEA/SH or VAC. Women, men, and children can be survivors of GBV/SEA/SH; only children can be survivors of VAC.
Gender-Based Violence (GBV): An umbrella term that refers to any harmful act perpetrated against a person's will and based on societal differences between men and women (gender). It includes acts that cause physical, sexual, or psychological harm or suffering, the threat of such acts, coercion, and other forms of deprivation of liberty. These acts can occur in the public or private sphere (Inter-Agency Standing Committee (IASC), 2015).
The six main types of GBV are:
- Rape: Non-consensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.
- Sexual assault: Any form of non-consensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.
o Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.
- Physical assault: An act of physical violence that is not sexual in nature. Examples: hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.
- Forced marriage: the marriage of an individual against their will.
- Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.
- Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples: threats of physical or sexual violence, intimidation, humiliation, enforced isolation, harassment, stalking, unwanted solicitation, remarks, destruction of cherished possessions, etc.
- Child: a term used interchangeably with the term "minor," which refers to a person under the age of 18. This is in accordance with Article 1 of the United Nations Convention on the Rights of the Child.
Consent: The informed choice underlying a person's free and voluntary intention, acceptance, or agreement. Consent cannot be obtained when such acceptance or agreement is obtained by threats, force, or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if the national law of the country where the Code of Conduct is introduced considers consent to be a lower age. Lack of knowledge of the child's age and the child's consent cannot be invoked as a defense.
Violence Against Children (VAC): Physical, sexual, emotional, and/or psychological harm, neglect, or negligent treatment of minor children (i.e., children under the age of 18). This includes the use of children for profit, labor, sexual gratification, or any other personal or financial gain. It also includes other activities such as the use of computers, mobile phones, video devices, digital cameras, or any other means to exploit or harass children or to access child pornography.

Trafficking in persons: The recruitment, transportation, harboring, or receipt of persons by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of

deception, of the abuse of power or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation includes, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude, or the removal of organs.

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

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

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

2. Any act of sexual harassment, or inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate language or behavior.

3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual harm, the threat of such acts, coercion, and deprivation of liberty. 4. Any act of exploitation or abuse of power, including sexual exploitation and abuse, such as the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or abusive behavior.

5. The employment and exploitation of children within the company, including sexual abuse or other inappropriate behavior towards children, including sexual intercourse and early marriage; in addition, the safety and protection of children in the project areas and surrounding areas must be ensured.

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

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

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

General

- The company—and consequently all employees, partners, representatives, subcontractors, and suppliers—is committed to complying with all national laws, rules, and regulations specific to environmental, social, and GBV standards.
- The company is committed to fully implementing its "Environmental and Social Management Plan" (PGESE).

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

Health and Safety

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

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

The Company will:

- Prohibit the consumption of alcohol while working;
- Prohibit the use of narcotics or other substances that may impair one's ability to function at any time.

The Company will ensure that adequate sanitation facilities (licensed, clean, and gender-sensitive) are available to workers on the site and in all project worker accommodations.

Gender-Based Violence and Violence Against Children

Acts of GBV/SEA/HS and VAC constitute serious misconduct and may therefore result in sanctions, including penalties and/or dismissal, and, where appropriate, referral to the police for further action.

All forms of GBV/SEA/HS and VAC, including the solicitation of children, are unacceptable, whether they occur in the workplace, in the vicinity of the workplace, in worker camps, or in the local community.

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

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

Unless there is full consent from all parties involved in the sexual act, sexual interactions between company employees (at any level) and members of the surrounding communities are prohibited. This includes relationships involving the withholding/promise of a benefit

(monetary or non-monetary) to community members in exchange for sexual activity—such sexual activity is considered "non-consensual" under this Code.
In addition to the sanctions applied by the company, legal action will be taken against perpetrators of GBV/SEA/SH or VAC, as appropriate. All employees, including volunteers and contractors, are strongly encouraged to report suspected or actual acts of GBV/SEA/HSV and/or VAC committed by a colleague, whether within the same company or not. Reports must be submitted in accordance with the project's GBV/SEA/HSV and VAC Allegations Procedures.
Managers are required to report and respond to suspected or actual acts of GBV/SEA/HSV and/or VAC, as they are responsible for upholding the company's commitments and holding their direct reports accountable for these acts.
Managers will ensure that no retaliatory actions (suspension or other sanctions) are taken against individuals who report suspected or actual acts of GBV/SEA/HSV/VC.
III.1.5. Implementation
1. To ensure that the principles set out above are effectively implemented, the company undertakes to ensure that:
- All managers sign the project's "Manager Code of Conduct," which details their responsibilities and involves implementing the company's commitments and enforcing the obligations of the "Individual Code of Conduct."
- All employees sign the project's "Individual Code of Conduct," confirming their commitment to complying with ESHS and OHS standards and not being perpetrators or accomplices of GBV/SEA/HS or VAC.
- The company and individual Codes of Conduct must be prominently displayed in worker camps, offices, and public areas of the workplace. Examples of these areas include site waiting, rest, and reception areas, canteens, and health centers.
- Posted and distributed copies of the Company Code of Conduct and the Individual Code of Conduct must be translated into both official languages and in formats understandable by individuals with limited or no reading skills in the official languages.
- A designated individual must be appointed as the company's "Focus Point" for addressing GBV/SEA/HSV and VCE issues, including representing the company on the GBV/SEA/HSV and VCE Compliance Team (CT), which is composed of representatives from the partner and from the sectors or organizations involved in combating GBV/SEA/HSV and VCE in the activity's area of operation.

In consultation with the Compliance Team (CT), an effective Action Plan must be developed, including at least the following provisions:
- The GBV/SEA/SM and VAC Incident Allegations Procedure: to report GBV/SEA/SM and VAC incidents through the Complaints/Grievances Management Mechanism;
- Accountability and Confidentiality Measures: to protect the privacy of all concerned;
- The Response Protocol: applicable to survivors and perpetrators of GBV/SEA/SM and VAC.

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

All employees must complete a mandatory training course once a month throughout the contract period, beginning with an initial training session upon commissioning before work begins, to reinforce their understanding of the project's ESHS and OHS, GBV/SEA/HS and VCE standards.
2. Ensure that:
i. Staff lists and signed copies of the code of conduct are provided to the project's Human Resources officers;
ii. Staff participate in capacity-building sessions for the implementation of the code of conduct;
iii. A reporting mechanism for GBV, SEA, and SH incidents is established and that staff have access to it in complete confidentiality and security;
iv. Staff are encouraged to report incidents of GBV, SEA, and SH to the relevant structures or GBV focal points as defined by the MGP;
v. In accordance with applicable laws, perpetrators of sexual exploitation and abuse are not hired, rehired, or deployed, and that the background and criminal records of all employees are checked (the Constitution, the Penal Code, the Law on the Protection of Women against Violence, etc.). 3. Ensure that when entering into partnership, subcontracting, supplier, or similar agreements, these agreements:
i. Include as an annex the Codes of Conduct on GBV, SEA, and SH standards;
ii. Include appropriate language requiring these contracting entities and contracted individuals, as well as their employees and volunteers, to comply with the Code of Conduct;
iii. Expressly state that the failure of these entities or individuals, as the case may be, to ensure that they take preventive measures to combat GBV, SEA, and SH, and to investigate related allegations or take corrective measures when acts of GBV, SEA, and SH occur, constitutes not only grounds for sanctions and penalties in accordance with the Codes of Conduct, but also grounds for termination of the collaboration or service agreements. 4. Provide support for internal awareness-raising initiatives related to GBV, SEA, and SH, through the awareness-raising strategy outlined in the GBV, SEA, and SH Action Plan.
5. Ensure that any GBV, SEA, and SH issues warranting sanction are immediately reported to the World Bank via the project coordination unit (within 48 hours), while guaranteeing the anonymity of the survivor and the alleged perpetrator.

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

Company Name: _____

Signature: _____

Name in letters: _____

Title: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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The six main types of GBV are:

- Rape: Non-consensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.
- Sexual assault: Any form of non-consensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.
- Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.
- Physical assault: an act of physical violence that is not sexual in nature. Examples include hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.
- Forced marriage: the marriage of an individual against their will.
- Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.
- Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples include threats of physical or sexual violence, intimidation, humiliation, forced isolation, harassment, stalking, unwanted solicitation, verbal abuse, destruction of cherished possessions, etc.
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- Human Trafficking: recruitment, transportation, harboring, or receipt of persons by means of the threat or use of force or other forms of coercion, through abduction, fraud, deception, the abuse of power or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation includes, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude, or organ removal.

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

Project workers and all project implementation stakeholders are obligated to respect the principles and moral values to facilitate academic and professional life and to protect learners

from all forms of abuse, including gender-based violence (GBV), sexual exploitation and abuse (SEA), sexual harassment (SH), and violence against children (VCE).
The acts of discrimination, harassment, and violence listed below are strictly prohibited and severely punished for all project stakeholders (members of the educational community).
1. Any act of discrimination in interactions with project beneficiaries or members of the local community, or among staff (of the host company, training center, etc.) based on race, color, sex, age, religion, language, marital status, family status, political belief, national, ethnic, or social affiliation, physical or mental disability, birth, sexual orientation, gender identity, or any other status.
2. Any act of sexual harassment, or inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate language or behavior.
3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual harm, the threat of such acts, coercion, and deprivation of liberty. 4. Any act of exploitation or abuse of power, including sexual exploitation and abuse, such as the exchange of money, employment, goods, or services for sex, which includes sexual favors or other forms of humiliating, degrading, or abusive behavior.
5. The employment and exploitation of children within the company, which include sexual abuse or other inappropriate behavior towards children, including sexual intercourse and early marriage; in addition, the safety and protection of children in the project areas and also in the vicinity of the project must also be ensured.
The commission of the prohibited acts listed above will be immediately punished by dismissal upon first observation of the misconduct, with the transmission of the characteristic elements of the misconduct for legal proceedings by the competent public authority if reported (with the informed consent of the survivor).
In addition, any repeated act of harassment whose purpose or effect is a deterioration of working conditions likely to violate rights and dignity, impair physical health, or compromise professional future will be subject to disciplinary action.
Finally, no employee may be disciplined, dismissed, or subjected to discriminatory measures for having undergone or refused to undergo the acts or behaviors defined above, or for having witnessed such acts or behaviors, reported them, or reported them to their superiors.

**Commitment**

Within the framework of this Code of Conduct, the manager refers to the project manager, the site manager, or the construction manager in the context of the activities of service providers. Managers at all levels are responsible for upholding the company's commitment to implementing environmental, social, health and safety (ESHS) standards and occupational health and safety (OHS) requirements, as well as preventing and responding to Gender-Based Violence (GBV), including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH), and Violence Against Children (VAC). This means that managers have a significant responsibility to create and maintain an environment that respects these standards and helps prevent GBV/SEA/SH and VAC. They must support and promote the implementation of the company's Code of Conduct. To this end, they must comply with the Manager's Code of Conduct and sign the Individual Code of Conduct. In doing so, they commit to supporting the implementation of the Corporate Environmental and Social Management Plan (PGESE) and the Occupational Health and Safety Standards Management Plan (OHS), as well as developing systems that facilitate the implementation of the GBV/SEA/HS and VCE Action Plan. They must ensure a safe workplace as well as an environment free of GBV/SEA/HS

and VCE both in the workplace and within local communities. These responsibilities include, but are not limited to:

Implementation

Ensure maximum effectiveness of the Corporate Code of Conduct and the Individual Code of Conduct:

- Visibly display the Corporate Code of Conduct and the Individual Code of Conduct in worker camps, offices, and public areas within the workplace. Examples of such areas include waiting, rest, and site reception areas, canteens, and healthcare facilities;
- Ensure that all posted and distributed copies of the Corporate Code of Conduct and the Individual Code of Conduct are translated into the appropriate language used in the workplace.
- Explain the Corporate Code of Conduct and the Individual Code of Conduct to all staff, both orally and in writing.
- Ensure that:

o All direct reports sign the "Individual Code of Conduct," confirming that they have read and agree to it;

o Staff rosters and signed copies of the Individual Code of Conduct are provided to the HST manager, the Compliance Team (CT), and the client;

- Participate in and ensure staff participate in training, as outlined below;
- Establish a mechanism for staff to:
- Report concerns related to compliance with ESHS standards or HST requirements; and
- Confidentially report incidents related to GBV/SEA/HS or VCE through the Complaints/Grievances Management Mechanism
- Encourage staff members to report suspected and substantiated issues related to ESHS standards and HST requirements, GBV/SEA/HS or VCE, emphasizing staff accountability to the company and respecting the principle of confidentiality.
- In accordance with applicable laws and to the best of their ability, prevent perpetrators of sexual exploitation and abuse from being hired, rehired, or deployed. Conduct background and criminal record checks on all employees.
- Ensure that when entering into partnership, subcontracting, supplier, or similar agreements, these agreements:

o Include as annexes the codes of conduct on ESHS standards, HST requirements, GBV/SEA/HS, and VAC;

o Include appropriate language requiring these contracting entities and contracted individuals, as well as their employees and volunteers, to comply with the Individual Code of Conduct;

o Expressly state that the failure of these entities or individuals, as applicable, to ensure compliance with ESHS standards and HST requirements; to take preventive measures to combat GBV/SEA/HS and VAC; to investigate related allegations or take corrective action when acts of GBV/SEA/HSV and VAC are committed – all of which constitute not only grounds for sanctions and penalties in accordance with the Individual Codes of Conduct, but also grounds for termination of project employment or service contracts.

- Provide support and resources to the GBV/SEA/HSV and VAC Compliance Team (CT) to create and disseminate internal awareness-raising initiatives through the awareness-raising strategy within the GBV/SEA/HSV and VAC Action Plan.

- Ensure that any GBV/SEA/HSV or VAC issues warranting police intervention are immediately reported to the police, the client, and the World Bank, while respecting the wishes of the victim.
- Report and respond to any suspected or actual acts of GBV/SEA/HS and/or VCE in accordance with the Response Protocol, as managers are responsible for enforcing the company's commitments and holding their subordinates directly accountable for their actions.
- Ensure that any major incident related to ESHS standards or HST requirements is immediately reported to the client and the engineer overseeing the work.
- Managers will ensure that no retaliation (suspension or other sanctions) is taken against individuals who report suspected or actual acts of GBV/SEA/HS/VCE.

**Training**

**Managers are responsible for:**

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

All managers are required to complete a manager induction course before commencing work on site to ensure they are aware of their roles and responsibilities regarding compliance with both GBV/SEA/HS and VAC aspects of these Codes of Conduct. This training will be separate from the pre-service training required of all employees and will provide managers with the appropriate understanding and technical support needed to begin developing the Action Plan to address GBV/SEA/HS and VAC issues. Managers are required to attend and contribute to the monthly training sessions conducted within the project and delivered to all employees. They will be required to present the training and self-assessments, including encouraging the compilation of satisfaction surveys to assess satisfaction with the training and to provide advice on how to improve its effectiveness.

Ensure that time is allocated during working hours for staff, before commencing work on site, to attend the mandatory induction training provided within the project, covering the following topics:

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

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

Response

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

Regarding GBV/SEA/HS and VAC:

- Provide input into the GBV/SEA/HS and VAC Allegations Procedures and Response Protocol developed by the Compliance Team (CT) as part of the approved GBV/SEA/HS and VAC Action Plan;
- Once adopted by the company, managers must implement the Accountability and Confidentiality measures set out in the GBV/SEA/HS and VAC Action Plan to maintain confidentiality regarding the identity of employees who report or (allegedly) commit acts of GBV/SEA/HS and VAC (unless a breach of confidentiality is necessary to protect persons or property from serious harm or if required by law);

- If a manager has concerns or suspicions about any form of GBV/SEA/HS or VCE committed by one of his/her direct reports or by an employee working for another company in the same workplace, he/she is required to report the case by referring to the Complaints/Grievances Management Mechanism;
- Once a sanction has been determined, the managers concerned are expected to be personally responsible for ensuring that it is effectively implemented, within a maximum of 14 days following the date on which the sanction decision was issued;

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

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

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

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

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

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

Signature: _____

Name (all)letters: _____

Title: _____

Date : _____

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

**DEFINITIONS OF TERMS**

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

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

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

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

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

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

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

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

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

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

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

Manager (project manager): Any person providing labor to a company or consultant, on or off-site, under a formal or informal employment contract and in exchange for a salary, with responsibility for controlling or directing the activities of a company's or consultant's team, unit, division, or similar entity, and with responsibility for supervising and managing a predefined number of employees.
Occupational Health and Safety (OHS): A set of measures designed to protect the safety, health, and well-being of those working or employed on the project. Compliance with these standards at the highest level is a fundamental human right that should be guaranteed to every worker.

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

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

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

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

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

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

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

Sexual Solicitation of Children: These behaviors allow an abuser to gain the trust of a child for sexual purposes. This allows an offender to establish a relationship of trust with the child and then seek to sexualize that relationship.
Online child solicitation: This is the sending of electronic messages with indecent content to a recipient believed by the sender to be a minor, with the intention of inducing the recipient to engage in or submit to sexual activity.

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

Gender-Based Violence (GBV): An umbrella term that refers to any harmful act perpetrated against a person's will and based on societal differences between men and women (gender). It includes acts that cause physical, sexual, or psychological harm or suffering, threats of such acts, coercion, and other forms of deprivation of liberty. These acts can occur in the public or private sphere (Inter-Agency Standing Committee (IASC), 2015).
The six main types of GBV are:
- Rape: Nonconsensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.
- Sexual assault: Any form of nonconsensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.
- Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.
- Physical assault: an act of physical violence that is not sexual in nature. Examples: hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.
- Forced marriage: the marriage of an individual against their will.
- Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.
- Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples: threats of physical or sexual violence, intimidation, humiliation, enforced isolation, harassment, stalking, unwanted solicitation, remarks, destruction of cherished possessions, etc.
Child: a term used interchangeably with the term "minor," which refers to a person under the age of 18. This is in accordance with Article 1 of the United Nations Convention on the Rights of the Child.

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

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

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

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

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

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

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

The commission of the prohibited acts listed above will be immediately punished by dismissal upon first discovery of the misconduct, with the transmission of the characteristic elements of the misconduct for legal proceedings by the competent public authority if reported (with the informed consent of the survivor).
In addition, any repeated act of harassment whose purpose or effect is a deterioration of working conditions likely to violate rights and dignity, impair physical health, or compromise professional future will be subject to disciplinary action.
Finally, no employee may be disciplined, dismissed, or subjected to discriminatory measures for having undergone or refused to undergo the acts or behaviors defined above, or for having witnessed such acts or behaviors, reported them, or reported them to their superiors.

**Commitment**

I, the undersigned,_____,
acknowledge the importance of complying with Environmental, Social, Health, and Safety (ESHS) standards, adhering to the project's Occupational Health and Safety (OHS) requirements, and preventing Gender-Based Violence (GBV), including Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH), and Violence Against Children (VAC).
The project considers that failure to comply with ESHS standards and HST requirements, or failure to participate in activities to combat GBV and VAC, whether in the workplace or its surroundings (worker camps, neighboring communities), constitutes serious misconduct and is therefore subject to sanctions, penalties, or possible dismissal. Police action may be taken against perpetrators of GBV/SEA/SH or VAC, if necessary.

While working on the project, I agree to:

- Attend and actively participate in training courses related to ESHS standards, occupational health and safety (OHS), HIV/AIDS, GBV/SEA/HS, and VCE requirements, as required by my employer;
- Wear my Personal Protective Equipment (PPE) at all times in the workplace or during project-related activities;
- Take all practical steps to implement the Corporate Environmental and Social Management Plan (CESMP);
- Implement the HST Management Plan;
- Adhere to a zero-tolerance policy regarding the consumption of alcohol while on the job and refrain from using narcotics or other substances that may impair my ability to drive at any time;
- Allow the police to conduct background checks on me;
- Treat women, children (persons under the age of 18), and men with respect, regardless of their race, color, language, religion, political or other opinion, national, ethnic, or social origin, wealth, disability, citizenship, or any other status;
- Refrain from addressing women, children, or men with language or behavior that is inappropriate, harassing, abusive, sexually provocative, degrading, or culturally inappropriate;
- Not engage in sexual harassment (e.g., making unwanted sexual advances, requesting sexual favors, or engaging in any other verbal or physical behavior of a sexual nature, including subtle acts of such behavior (e.g., looking someone up and down; kissing or

blowing kisses; making sexual innuendos by making noises; brushing against someone; whistling; giving personal gifts; making comments about someone's sex life, etc.);
- Not engage in sexual favors (e.g., making promises or conditioning favorable treatment on sexual acts) or other forms of humiliating, degrading, or abusive behavior;
- Not engage in sexual contact or activities with children (including the malicious solicitation of children) or contact through digital media; lack of knowledge of the child's age cannot be used as a defense; nor can the child's consent constitute a defense or excuse;
- Not engage in relationships with children under the age of 18, including marrying a girl under the age of 18;
- Unless full consent is obtained from all parties involved, not engage in sexual interactions with members of neighboring communities; this definition includes relationships involving the refusal or promise to actually provide a benefit (monetary or non-monetary) to community members in exchange for sexual activity – such sexual activity is deemed "non-consensual" under this Code;
- Report through the Complaints/Grievances Mechanism or to my manager/project manager any suspected or proven case of GBV/SEA/SM or VAC committed by a coworker, whether or not they are employed by my company or the project, or any violation of this Code of Conduct.

With respect to children under the age of 18:
- Where possible, ensure the presence of another adult when working near children.
- Do not invite unaccompanied, unrelated children into my home unless they are at immediate risk of injury or physical danger;
- Do not use computers, mobile phones, video devices, digital cameras, or any other media to exploit or harass children or to access child pornography (see also the section "Use of Images of Children for Employment" below);
- Refrain from corporal punishment or disciplinary measures against children;
- Refrain from hiring children under the age of 14 for domestic work or any other work, unless national law sets a higher age or exposes them to a significant risk of injury;
- Comply with all local laws, including labor laws related to child labor and the World Bank's child labor standards and Minimum age;
- Take the necessary precautions when photographing or filming children.
Use of Images of Children for Professional Purposes
When photographing or filming a child for professional purposes, I must:
- Before photographing or filming a child, assess and strive to respect local traditions or restrictions regarding the reproduction of personal images;
- Before photographing or filming a child, obtain the informed consent of the child and a parent or guardian; to do this, I must explain how the photograph or film will be used;
- Ensure that photographs, films, videos, and DVDs depict children in a dignified and respectful manner, and not in a vulnerable or submissive manner; children must be appropriately dressed and not pose in a manner that could be considered sexually suggestive;
- Ensure that images are honest representations of the context and facts;
- Ensure that file labels do not reveal information that could identify a child when sending images electronically.

Sanctions

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

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

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

Signature: _____

Name : _____

Title: _____

Date: _____

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

| **RAPID INCIDENT NOTIFICATION AND REPORT FORM AND ACTION PLAN (NOT APPLICABLE TO GENDER-BASED VIOLENCE)** |
| --- |
| **IDENTIFICATION DE L'INCIDENT** |

| **Projet:** | |
|---|---|
| **Incident:** | **Provide the type** |
| ☐ Environnemental | |
| ☐ Social | |
| ☐ Health and safety at work | |
| **Date and time of incident:** | |
| **Place of occurrence:** | |
| Source of incident/accident information: | |
| Appendix: Documents relating to the event/incident:<br>Attach all relevant documents to the report and name them here | |

| **DESCRIPTIONOF THE INCIDENT** | | |
|---|---|---|
| **Incident severity level** | **Geographic scope of the incident** | **Relationship to the project** |
| ☐ Indicative | ☐ Capital | ☐ Related to the project |
| ☐ Serious | ☐ Region | ☐ Not related to the project |
| ☐ Grave | | |

| **Detailed description of the incident**<br>Don't repeat the information about what the incident was, when it occurred, and where it occurred, as this is already more detailed. Focus on providing information about how the incident occurred and its causes, including whether it could have been avoided (because measures were in place) or was a random event. |
|---|
| |

| **INCIDENT RESPONSE ACTIONS** | |
|---|---|
| **Status of the resolution** | **Explain** |
| ☐ Resolution | |
| ☐ In the process of being solved | |

| | |
|---|---|
| ☐ There is a need for emergency intervention on the ground | |
| ☐ There is no need for emergency intervention on the ground. | |
| ☐ Others | |

| **Description of the response given to the event/incident** | | |
|---|---|---|
| | **Description including date** | **Measures taken by whom** |
| **For the case of an incident in general:** | | |
| a. Emergency measures | | |
| b. Follow-up measures | | |
| c. Other relevant information | | |
| **In the event of an accident:** | | |
| a. Mobilization around the accident, information to the competent authorities | | |
| b. Care of the injured | | |
| c. Funeral arrangements and insurance | | |
| d. Follow-up measures | | |
| e. Other relevant information | | |

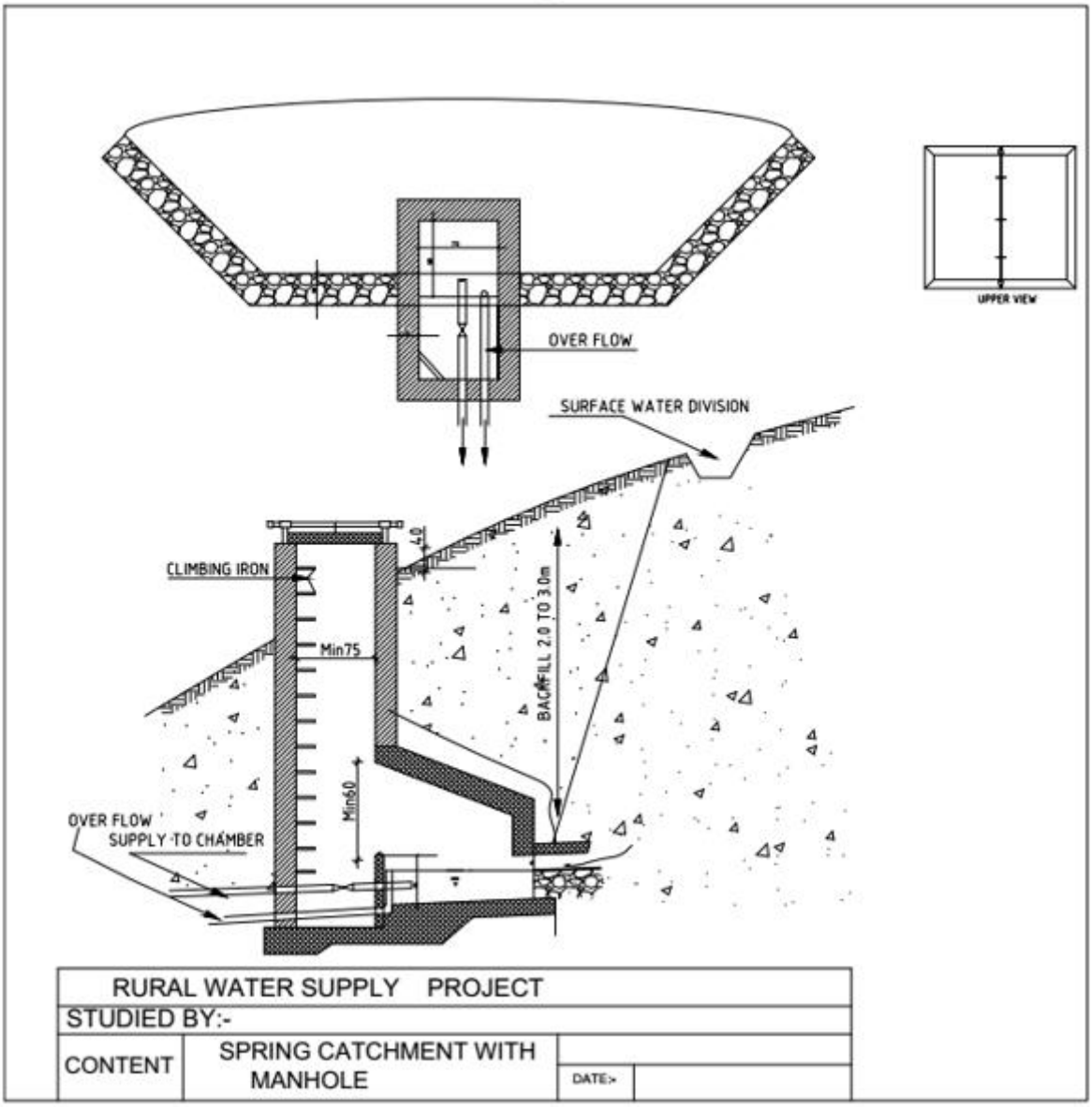
| **IMPACT ON THE PROJECT** | | | | |
|---|---|---|---|---|
| **Does the event affect the performance of the work/activity?** | | **Are additional resources needed to investigate, assess, or resolve the incident?** | | |
| ☐ YES | ☐ NO | ☐YES | ☐ NO | ☐ OTHERS (explain) |
| **RECURRENCE OF SIMILAR INCIDENTS** | | | | |

| | |
|---|---|
| ☐NO | |
| ☐ YES | If yes, number of times: |
| | In case of recurrence, indicate the period during which the incidents/accidents occurred again |
| **OTHER CONSIDERATIONS** | |
| | |
| **CORRECTIVE ACTION PLAN FOR THE INCIDENT/ACCIDENT**<br>**Add the necessary lines** | |

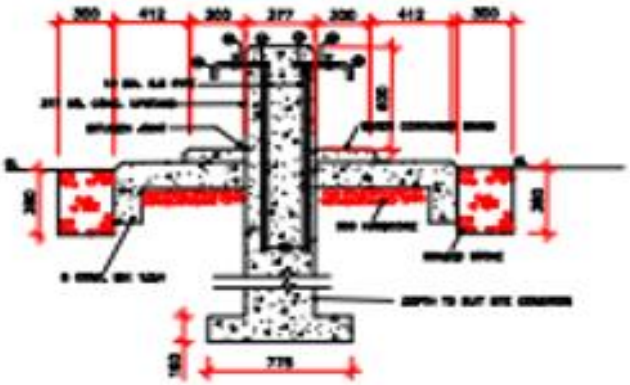
| **Description/ cause of the incident** | **Corrective measures** | **Implementation Manager(s)** | **Date limite** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

| | |
|---|---|
| **REPORT AND ACTION PLAN PREPARED BY:** | |
| **Name** | |
| **Signature** | **Date** |
| **Name** | |
| **Signature** | **Date** |

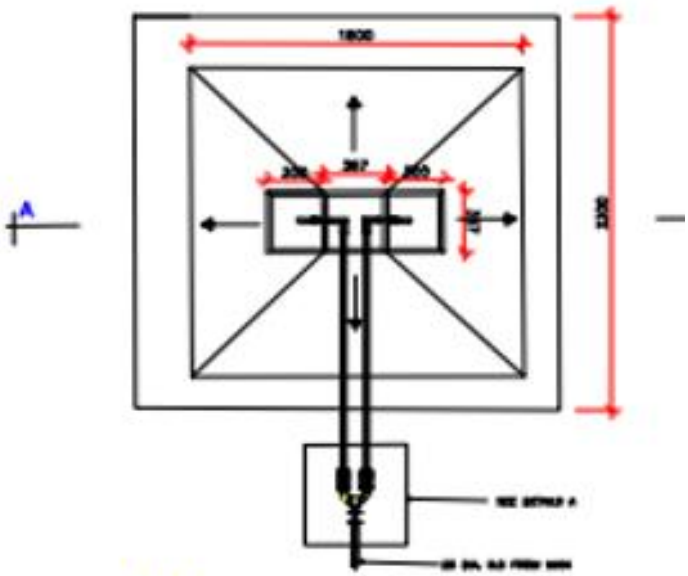
# PLAN


UPPER VIEW
OVER FLOW
SURFACE WATER DIVISION
CLIMBING IRON
Min75
BACKFILL 2.0 TO 3.0m
Min60
OVER FLOW
SUPPLY TO CHAMBER
RURAL WATER SUPPLY PROJECT
STUDIED BY:-
CONTENT
SPRING CATCHMENT WITH MANHOLE
DATE:-

DOMESTIC POINT TYPE 1A SCALE=1:1



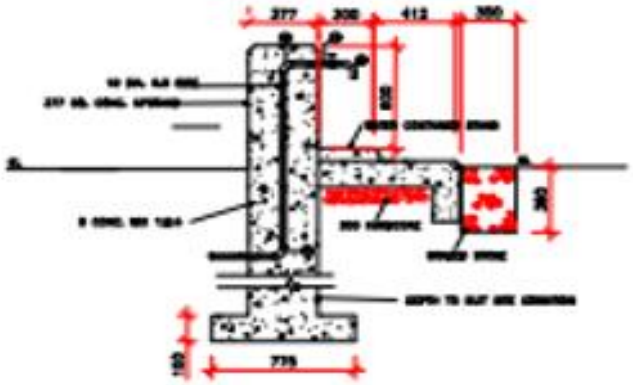
SECTION A–A



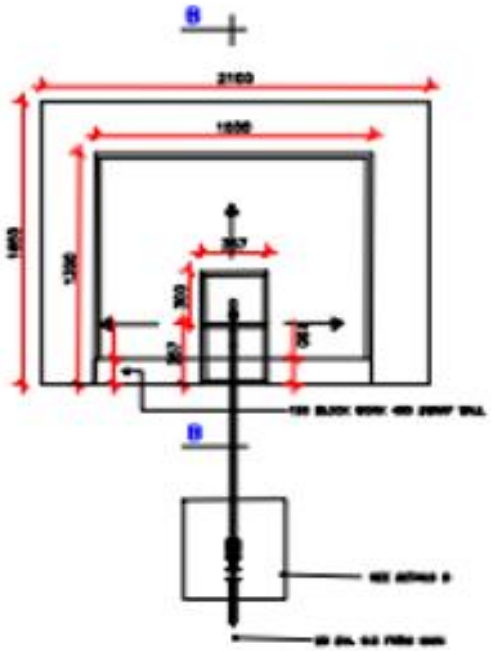
PLAN

SCALE: 25mm TO 300mm

DOMESTIC POINT TYPE 1B SCALE=1:1

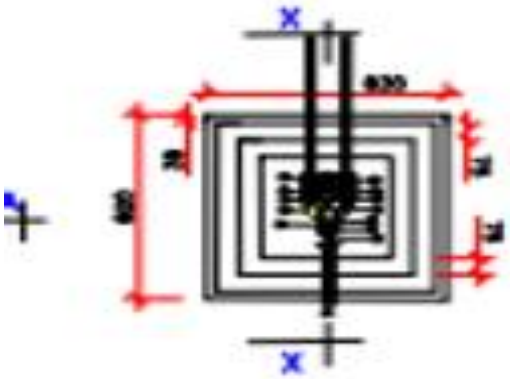


SECTION A–A

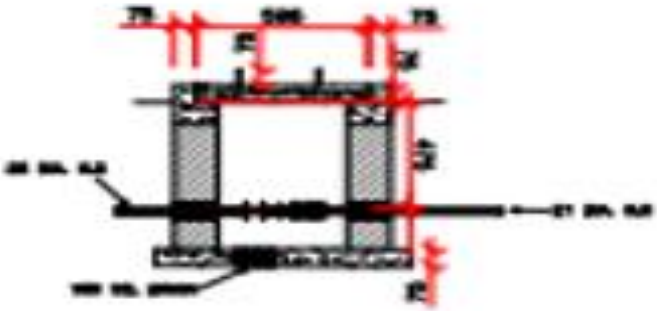


PLAN

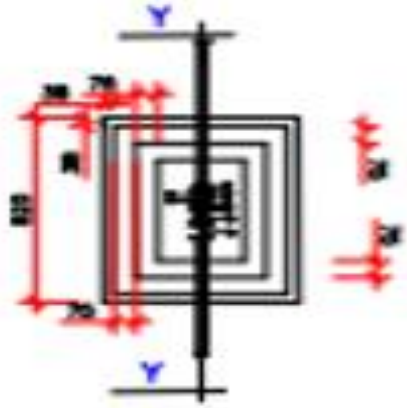
SCALE: 25mm TO 300mm



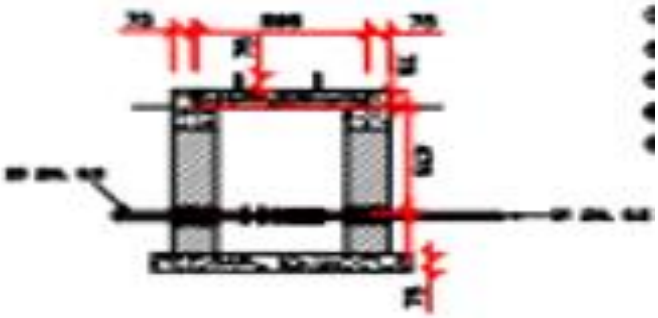

DETAIL AT A
SCALE: 25mm TO 300mm



SECTION X–X




DETAIL AT B
SCALE: 25mm TO 300mm



SECTION Y–Y

## ARRANGEMENT

| | |
|---|---|
| ① 25 DIA. GATE VALVE SCREW TYPE | 1 No. |
| ② 25 DIA. HEX NIPPLE | 4 Nos. |
| ③ 25 DIA. HEX UNION | 1 No. |
| ④ 25 DIA. EQUAL TEE | 1 No. |
| ⑤ 25 DIA. ELBOW 45 | 3 Nos. |
| ⑥ 25×13 DIA. RED BUSH | 3 Nos. |
| ⑦ 13 DIA. HEX NIPPLE | 4 Nos. |
| ⑧ 13 DIA. CONSTANT FLOW VALVE | 2 Nos. |
| ⑨ 13×21 DIA. RED BUSH | 2 Nos. |
| ⑩ 21 DIA. HEXAGONAL UNION | 2 Nos. |
| ⑪ 21 DIA. ELBOW | 4 Nos. |
| ⑫ 21 DIA. PLAIN SOCKET | 2 Nos. |
| ⑬ 21 DIA. BIB COCK | 2 Nos. |

## BILL OF QUANTITY

| | |
|---|---|
| a. EXCAVATION | 3.3 CUBIC METER |
| b. HARDCORE | 0.24 CUBIC METER |
| c. 1:2:4 MIX CONC. FOR COLUMN, COLUMN FOUNDATION, FLOOR CUT OFF WALL AND VALVE BOX FOUNDATION | 11.0 CUBIC METER |
| d. SHUTTERING | 3.3 SQ. METER |
| e. GRADED STONE FOR DRAIN | 0.3 CUBIC METER |
| f. 100 THICK BLOCKWORK FOR VALVE BOX | 0.26 CUBIC METER |
| g. 21 THICK PLASTERING | 3.3 SQ. METER |
| h. 450×300×75 PRECAST R.C. COVER | 2 Nos. |
| i. LOCKING DEVICE | SUM. |

## NOTE

a. HIGH PRESSURE TYPE FOR STATIC HEADS FROM 15M TO 120M AND PIEZOMETRIC HEAD AT PEAK FLOWS EXCEEDING 6M.

b. LOW PRESSURE TYPE FOR STATIC HEADS FROM 3M TO 15M AND PIEZOMETRIC HEAD AT PEAK FLOWS EXCEEDING 6M.

## ARRANGEMENT

| | |
|---|---|
| ① 25 DIA. GATE VALVE SCREW TYPE | 1 No. |
| ② 25 DIA. HEX NIPPLE | 1 No. |
| ③ 25 DIA. HEX UNION | 1 No. |
| ④ 25×13 DIA. RED BUSH | 1 No. |
| ⑤ 13 DIA. HEX NIPPLE | 2 Nos. |
| ⑥ 13 DIA. CONSTANT FLOW VALVE | 1 No. |
| ⑦ 13×21 DIA. RED BUSH | 1 No. |
| ⑧ 21 DIA. HEXAGONAL UNION | 1 No. |
| ⑨ 21 DIA. ELBOW | 3 Nos. |
| ⑩ 21 DIA. PLAIN SOCKET | 1 No. |
| ⑪ 21 DIA. BIB COCK | 1 No. |

## BILL OF QUANTITY

| | |
|---|---|
| a. EXCAVATION | 1.8 CUBIC METER |
| b. HARDCORE | 0.3 CUBIC METER |
| c. 1:2:4 MIX CONC. FOR COLUMN, COLUMN FOUNDATION, FLOOR CUT OFF WALL AND VALVE BOX FOUNDATION | 11.0 CUBIC METER |
| d. SHUTTERING | 3.3 SQ. METER |
| e. GRADED STONE FOR DRAIN | 0.45 CUBIC METER |
| f. 100 THICK BLOCKWORK FOR VALVE BOX | 0.2 CUBIC METER |
| g. 21 THICK PLASTERING | 3.3 SQ. METER |
| h. 450×300×75 PRECAST R.C. COVER | 2 Nos. |
| i. LOCKING DEVICE | SUM. |

## NOTE

a. HIGH PRESSURE TYPE FOR STATIC HEADS FROM 15M TO 120M AND PIEZOMETRIC HEAD AT PEAK FLOWS EXCEEDING 6M.

b. LOW PRESSURE TYPE FOR STATIC HEADS FROM 3M TO 15M AND PIEZOMETRIC HEAD AT PEAK FLOWS EXCEEDING 6M.

# Price Schedule and Detailed Specifications forms

# F2 UNIT PRICE SCHEDULE (UPS)

| UNIT PRICE SCHEDULE | | | | |
|---|---|---|---|---|
| **LOTS** | **DESCRIPTION** | **UNIT** | **U. PRICE IN FIGURES IN FCFA** | **U. PRICE IN WORDS IN FCFA** |
| | **LOT 100: SITE INSTALLATION** | | | |
| 101 | Installation and preparation of site | ls | | |
| 102 | clearing and cleaning of existing structures | ls | | |
| 103 | consolidation of feasibility studies production of execution documents | ls | | |
| 104 | mobilization of personnel and small equipment | ls | | |
| | **LOT 200: REHABILITATION OF WATER CATCHMENT** | | | |
| 201 | rehabilitation of two water intakes with black stones masonry dam and reinforced concrete dosed at 400kg/$m^3$ | u | | |
| | **LOT 300: PROTECTION OF CATCHMENT AREA** | | | |
| 301 | Supply and installation of galvanized metal round poles of 2m high for the perimeter fence to be planted at intervals of 2.5m round the catchment area | u | | |
| 302 | supply and anchoring of wire net on the poles with non-corrodible metal rings welded on the poles | m2 | | |
| 303 | supply and apply double code anti-corrosion paint on the metal surfaces | m2 | | |
| 304 | supply and installation of a double door (110X200)cm made of similar materials | u | | |
| | **LOT 400: EXTENSION OF THE SYSTEM TO NEW QUARTERS** | | | |
| 401 | Excavation of trenches for pipelines (0.4x0.8) | ml | | |
| 402 | Backfilling of trenches for pipelines | ml | | |
| 403 | Panaflex pipe Ø50mm NP 10 | ml | | |

| | | | | |
|---|---|---|---|---|
| 404 | panaflex pipe Ø40mm NP 10 | ml | | |
| 405 | panaflex pipe Ø320mm NP 10 | ml | | |
| 406 | construction of new stand taps | u | | |
| 407 | construction of valve chamber | u | | |
| 408 | construction of soak away pits | u | | |
| 409 | Installation with all accessories (reducers, t-joins, L-joins, etc…) | ls | | |
| | **LOT 500:REHABILITATION OF EXISTING PIPELINES** | | | |
| 501 | excavation of trenches for pipelines (0.4x0.8)m | ml | | |
| 502 | supply and installation of Panaflex Ø63mm | ml | | |
| 503 | supply and installation of Panaflex Ø50mm | ml | | |
| 504 | supply and installation of Panaflex Ø32mm | ml | | |
| 505 | supply and installation of galvanize pipes 3/4 for public stand taps | u | | |
| 506 | supply and installation of head taps 3/4 | u | | |
| 507 | supply and installation of other accessories | ls | | |
| 508 | Backfilling of trenches for pipelines | ml | | |
| | **LOT 600: OTHERS** | | | |
| 601 | Training of management committee for two (02) days | ls | | |
| 602 | supply of tools box to the management committee | u | | |
| | **LOT 700: ENVIRONMENTAL AND SOCIAL SAFEGAURDS** | | | |
| 701 | Implementation of the Environmental and Social Management Plan | Ens | | |

Name of Bidder:
Signature:
Date:

# FRAMEWORK OF QUANTITATIVE AND ESTIMATED DETAIL

| UPGRADING OF THE TAIYOH WATER SCHEME (CATCHMENT PROTECTION, EXTENSION OF SUPPLY LINE AND CONSTRUCTION OF 02 STAND TAPS AT TAIYOR VILLAGE) | | | | | |
|---|---|---|---|---|---|
| **LOTS** | **DESCRIPTION** | **UNIT** | **QTY** | **U. PRICE** | **AMOUNT** |
| | **LOT 100: SITE INSTALLATION** | | | | |
| 101 | Installation and preparation of site | ls | 1 | | |
| 102 | clearing and cleaning of existing structures | ls | 1 | | |
| 103 | consolidation of feasibility studies production of execution documents | ls | 1 | | |
| 104 | mobilization of personnel and small equipment | ls | 1 | | |
| | **SUB TOTAL LOT 100** | | | | |
| | **LOT 200: REHABILITATION OF WATER CATCHMENT** | | | | |
| 201 | rehabilitation of two water intakes with black stones masonry dam and reinforced concrete dosed at 400kg/$m^3$ | u | 2 | | |
| | **SUB TOTAL LOT 200** | | | | |
| | **LOT 300: PROTECTION OF CATCHMENT AREA** | | | | |
| 301 | Supply and installation of galvanized metal round poles of 2m high for the perimeter fence to be planted at intervals of 2.5m round the catchment area | u | 160 | | |
| 302 | supply and anchoring of wire net on the poles with non-corrodible metal rings welded on the poles | m2 | 800 | | |
| 303 | supply and apply double code anti-corrosion paint on the metal surfaces | m2 | 800 | | |
| 304 | supply and installation of a double door (110X200)cm made of similar materials | u | 1 | | |
| | **SUB TOTAL LOT 300** | | | | |
| | **LOT 400: EXTENSION OF THE SYSTEM TO NEW QUARTERS** | | | | |
| 401 | Excavation of trenches for pipelines (0.4x0.8) | ml | 1,350 | | |
| 402 | Backfilling of trenches for pipelines | ml | 1,350 | | |

| | | | | | |
|---|---|---|---|---|---|
| 403 | Panaflex pipe Ø50mm NP 10 | ml | 1,350 | | |
| 404 | panaflex pipe Ø40mm NP 10 | ml | 100 | | |
| 405 | panaflex pipe Ø320mm NP 10 | ml | 50 | | |
| 406 | construction of new stand taps | u | 2 | | |
| 407 | construction of valve chamber | u | 1 | | |
| 408 | construction of soak away pits | u | 2 | | |
| 409 | Installation with all accessories (reducers, t-joins, L-joins, etc…) | ls | 1 | | |
| | **SUB TOTAL LOT 400** | | | | |
| | **LOT 500: REHABILITATION OF EXISTING PIPELINES** | | | | |
| 501 | excavation of trenches for pipelines (0.4x0.8)m | ml | 648 | | |
| 502 | supply and installation of Panaflex Ø63mm | ml | 306 | | |
| 503 | supply and installation of Panaflex Ø50mm | ml | 140 | | |
| 504 | supply and installation of Panaflex Ø32mm | ml | 200 | | |
| 505 | supply and installation of galvanize pipes 3/4 for public stand taps | u | 4 | | |
| 506 | supply and installation of head taps 3/4 | u | 4 | | |
| 507 | supply and installation of other accessories | ls | 1 | | |
| 508 | Backfilling of trenches for pipelines | ml | 648 | | |
| | **SUB TOTAL LOT 500** | | | | |
| | **LOT 600: OTHERS** | | | | |
| 601 | Training of management committee for two (02) days | ls | 1 | | |
| 602 | supply of tools box to the management committee | u | 1 | | |
| | **SUB TOTAL LOT 600** | | | | |
| | **LOT 700: ENVIRONMENTAL AND SOCIAL SAFEGAURDS** | | | | |
| 701 | Implementation of the Environmental and Social Management Plan | Ens | 1 | | |
| | **SUB TOTAL LOT 700** | | | | |

| **SUMARY** | |
|---|---|
| LOT 100: SITE INSTALLATION | |
| LOT 200: REHABILITATION OF WATER CATCHMENT | |
| LOT 300: PROTECTION OF CATCHMENT AREA | |
| LOT 400: EXTENSION OF THE SYSTEM TO NEW QUARTERS | |

| | | | | |
|---|---|---|---|---|
| LOT 500:REHABILITATION OF EXISTING PIPELINES | | | | |
| LOT 600: OTHERS | | | | |
| LOT 700: ENVIRONMENTAL AND SOCIAL SAFEGAURDS | | | | |
| AMOUNT WITHOUT TAXES | | | | |
| VAT: 19.25%W.T | | | | |
| I.R:2.2%W.T | | | | |
| AMOUNT WITH ALL TAXES | | | | |

The present cost estimate is closed at the sum of _____ _____ FRANCS CFA, including all taxes

Signature
Name of Bidder:
Date:

# ANNEX 2: Quotation Forms

# Contractor Quotation Form

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

| | |
|---|---|
| **To:** | Administration: **WABANE COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - WABANE COUNCIL, LEBIALEM DIVISION, SOUTH-WEST REGION)**<br>Attention of: **The Mayor of WABANE Council**<br>Town: **WABANE**<br>PO. Box:<br>Located at :<br>Country: **Cameroon**<br>Cell phone:<br>Mail : _____ copy to **leotabeako@minddevel.gov.cm**, **e.abdoul2025@minddevel.gov.cm** |
| **Employer's Representative:** | ***Mayor of* WABANE *Council*** |
| **Title/Position:** | ***Mayor of* WABANE *Council*** |
| **RFQ Ref No.:** | ***N°_____/RFQ/WC/WCTB/2025 OF_____*** |
| **Date of Quotation:** | |

## Mr Mayor of Wabane Council

### 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: Total price is: ***[insert the total price including VAT of the quotation in figures and letters, indicating the various amounts and the respective currencies]***

**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** (Non applicable)

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

[Indicate the full name of each beneficiary, their full address, the reason for the payment of each commission, benefit or fee, the amount and currency, if applicable].

***[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:

**a.** 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

**b.** annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Contractors.

**9. Fraud and Corruption**

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

On behalf of the Contractor:

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

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

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

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

*The power of attorney shall be attached to the Quotatio

# Technical Proposal

The Contractor shall provide:

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

| **Staff quality** |
|---|
| **a) Works Director** |
| At least Master Civil engineer (copy of the diploma) |
| Curriculum Vitae of the Mission Manager, dated and signed |
| At least 3 years' experience in similar works |
| **b) Hydrologist** |
| At least a Degree in Hydrology or any other equivalent field (copy of the diploma) |
| Curriculum Vitae, dated and signed |
| Seniority ≥ 2 years in a similar field |
| **c) Foreman** |
| At least HND in Civil engineering and proof of training in renewable energies (copy of the diploma) |
| Curriculum Vitae, dated and signed |
| Seniority ≥ 2 years 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

| **Construction equipment** |
|---|
| List of small items of equipment relevant to the tasks (produce photocopies of purchase invoices or rental invoices) |

- 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

***WABANE COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - WABANE COUNCIL, LEBIALEM DIVISION, SOUTH-WEST REGION)*** PO. Box:_____, Cell phone:_____ Mail : _____ (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, concerning **the construction of potable water scheme in Ambo Besali, Wabane Council, Lebialem Division, South-West Region**, and has accepted the Quotation by the Contractor for the Works for an amount equal to [insert the Market Price expressed in the Market settlement currency(ies)] (hereinafter referred to as the 'Market Price'):

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; [1] and

   (g) any other document listed in the CC as forming part of the Contract.

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

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 **in force in the Republic of Cameroon** on the day, month and year specified above.

| | | | |
|---|---|---|---|
| Signed by: | | Signed by: | |
| for and on behalf of the Employer | | for and on behalf the Contractor | |
| in the presence of: | | in the presence of: | |
| Witness, Name, Signature, Address, Date | | Witness, Name, Signature, Address, Date | |

# Conditions of Contract

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# Conditions of Contract

## A. General

| | |
|---|---|
| **1. Definitions** | 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify defined terms.<br>(a) The **Accepted Contract Amount** means the amount accepted in the Letter of Award of Contract for the execution and completion of the Works and the remedying of any defects.<br>(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.<br>(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 **CC 21.**<br>(d) **"Bank"** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).<br>(e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Contractor's Quotation.<br>(f) **Compensation Events** are those defined in **CC 40**.<br>(g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with **CC 49.1**.<br>(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 **CC 3.3** below.<br>(i) The **Contractor** is the party whose Quotation to carry out the Works has been accepted by the Employer.<br>(j) The **Contractor's Quotation** is the completed quotation document submitted by the Contractor to the Employer.<br>(k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Award of Contract and thereafter as adjusted in accordance with the Contract. |

| | |
|---|---|
| | (l) **Days** are calendar days; months are calendar months.<br><br>(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.<br><br>(n) A **Defect** is any part of the Works not completed in accordance with the Contract.<br><br>(o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.<br><br>(p) The **Defects Liability Period** is the period specified in **CC 2.12** and calculated from the Completion Date.<br><br>(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.<br><br>(r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in CC 2.1.**<br><br>(s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.<br><br>(t) "**In writing"** or "**written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record.<br><br>(u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works as specified in **CC 2.1.**<br><br>(v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.<br><br>(w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.<br><br>(x) The **Project Manager** is the person named in **CC 2.1** (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.<br><br>(y) The **Site** is the area defined as such in the **CC 2.1.** |

| | |
|---|---|
| | (z) **Site Investigation Reports** are those, if any, that were included in the request for quotations documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.<br><br>(aa) **Specifications** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.<br><br>(bb) The **Start Date** is **given in CC 2.1**. It is the latest date when the Contractor shall commence execution of the Works.<br><br>(cc) 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.<br><br>(dd) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.<br><br>(ee) A **Variation** is an instruction given by the Project Manager which varies the Works.<br><br>(ff) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **CC 2.1.**<br><br>(gg) "**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.<br><br>(hh) **"Key Personnel"** means the positions (if any) of the Contractor's personnel that are included in the contract.<br><br>(ii) **"Sexual Exploitation and Abuse" "(SEA)"** means the following:<br><br>**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;<br><br>**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;<br><br>(jj) **"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 |

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| | Contractor's Personnel with other Contractor's or Employer's Personnel; and<br><br>(kk) **"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. Contract Specific Information** | 2.1 General<br><br>(a) The **Employer** is: ***The Mayor of WABANE Council,*** he shall ensure that the originals of the Contract documents are kept and that copies are forwarded to MINMAP and ARMP by the focal point appointed for this purpose.<br><br>(b) The **Intended Completion Date** for the whole of the Works shall be: ***sixty (60) days from notification of the start-up order***<br><br>(c) The **Project** ***Manager is the Responsible for the preparation and development of local authority projects of WABANE Council,*** which ***coordinates*** the operations required for the proper execution of the various phases of the project and provides the project owner with general technical, administrative and financial assistance at all phases of the project. It also ensures compliance with the administrative, technical and financial clauses and contractual deadlines.<br><br>**The contract engineer** is the Divisional Delegate for water and energy, It is responsible for monitoring the performance of the contract and ensuring that sectoral standards are taken into account when carrying out the work.<br><br>**The Environmental Expert** is the Head of the Environment and Communal Forestry Department of the Commune of _____. He is responsible for monitoring the environmental performance of the contract and ensuring that environmental standards relating to the contract are taken into account.<br><br>**The contractor** is responsible for carrying out the work according to the rules of the trade and in compliance with the specifications. He must ensure that the project team has free access to the site where the work is being carried |

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| | out, and that they have every facility to perform their duties.<br>(d) The **Site** is located ***in WABANE Council***.<br>(e) The **Start Date** shall be: ***upon notification of the start-up order*.**<br>(f) The Works consist of:<br>***- Site installation;***<br>***- Rehabilitation of water catchment ;***<br>***- Protection of catchment area ;***<br>***- Extension of the system to new quarters ;***<br>***- Rehabilitation of the existing pipeines ;***<br>***- Others ;***<br>***- Environnemental and social safeguarsds***<br>Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.<br>**Address for notices to the Employer:**<br>***WABANE Council***<br>***The Mayor of the WABANE Council***<br>***LEBIALEM Division***<br>***[address]***<br>***[Electronic mail address]***<br>**Address for notices to the Contractor:**<br>***[insert the name of officer authorized to receive notices]***<br>***[title/position]***<br>***[department/work unit]***<br>***[address]***<br>***[Electronic mail address]***<br>**Service orders:**<br>***- The service order to start work is signed by the Mayor of WABANE (Employer) and notified to the Co-contractor by the head of the contract department with a copy to the DDMINMAP-LEBIALEM and the Contract Engineer.***<br>***- On the proposal of the Contract Engineer, service orders that have an impact on the objective, the deadline for execution and/or the cost of the contract will be signed by the Mayor of WABANE (Employer), after obtaining the opinion of the Contract Engineer and the Head of the Contract Department and notified to the Co-*** |

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| | ***contractor by the Head of the Contract Department with a copy to the DDMINMAP-LEBIALEM, the Contract Engineer, etc.***<br><br>***- Service orders of a technical nature relating to the normal running of the worksite will be signed, notified and distributed directly by the Mayor of WABANE (Employer) to the Contract Manager, the Co-contractor, DDMINMAP-LEBIALEM and the Project Manager.***<br><br>***- Service orders for formal notice will be signed by the Mayor of WABANE (Employer), after consultation with the Contract Engineer and the Head of the Contract Department and notified to the Co-contractor by the Head of the Contract Department with a copy to DDMINMAP-LEBIALEM, the Contract Engineer and the Project Manager.***<br><br>***- The service orders for the suspension and resumption of work, due to bad weather or any other case of force majeure, will be signed by the Mayor of WABANE (Employer), after a report has been drawn up by the Contract Engineer, the Head of the Contract Department and the Project Manager and notified by the Head of the Contract Department to the Co-contractor with a copy to the DDMINMAP-LEBIALEM, the Contract Engineer and the Project Manager.***<br><br>***- The service orders prescribing the work required to remedy any defects not arising from normal use that appear in the works during the guarantee period will be signed by the Mayor of WABANE, on the proposal of the Engineer, and notified to the Co-contractor by the Engineer.***<br><br>***- The Co-contractor has a period of fifteen (15) days in which to express reservations about any service order received. The fact that reservations are expressed does not exempt the Co-contractor from carrying out the service orders received.***<br><br>2.2 In accordance with **CC 3.2**, **Sectional Completions** are: ***N/A***<br><br>2.3 The **language** of the contract is ***enlish***<br><br>2.4 The contract is governed by **the law in force in the State of Cameroon.**<br><br>**The contract specific information for the listed Conditions of Contract (CC) clauses follows**:<br><br>2.5 **CC 12**: The minimum insurance amounts and excesses will be as follows: The Co-contractor must provide evidence that it holds an individual 'civil liability' insurance policy as well as an 'all-risks worksite' insurance policy for damage of any kind caused to third parties by its salaried employees at work, by the equipment it uses and as a result of the work carried out before acceptance. |

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| | 2.6 **CC 13: Site Data** are**:** ***[list Site Data].(N/A)***<br><br>2.7 **CC 18**: **Site Possession Date(s)** shall be: ***the locality of Ambo Besali in WABANE Council.***<br><br>2.8 **CC 21: Appointing Authority** of Adjudicator: ***Managing Director of ARMP***<br><br>2.9 **CC 25.1**: A **Program** for the Works shall be submitted within: ***deux weeks*** from the date of the Letter of Award of Contract.<br><br>2.10 **CC 25.2**: The period for submission of **progress reports** is:***every two weeks***<br><br>2.11 **CC 33**: The **Defects Liability Period** shall be: **six (*06*) months from the date of Completion**.<br><br>2.12 **CC 43**: The **retention** amount shall be ***10% of the value of the contract including all taxes.***<br><br>2.13 **CC 44.1**: The **liquidated damages** for the whole of the Works shall be:<br><br>- 1/2000th of the total price excluding VAT of the contract per calendar day of delay from the first to the thirtieth day beyond the contractual deadline and,<br><br>- 1/1000th of the total contract price excluding VAT per calendar day of delay beyond the thirtieth day.<br><br>**SPECIAL PENALTIES**<br><br>In addition to the penalties for exceeding the deadline, the contractor is liable to special penalties of CFAF 50,000 for failure to comply with the provisions of the contract, in particular:<br>- Late submission of the final bond within 15 days of notification of the Letter of Contract;<br>- Late submission of insurance 15 days from notification of the DSO;<br>- Delay of one month in fixing the site sign from the date of notification of the service order to start work;<br>- Absence of the site log within 15 days of notification of the DSO;<br>- Late submission of the execution project provided that the delay is the fault of the co-contractor within 15 days of notification of the Letter of Contract.<br><br>**CC 44.1**: The **maximum amount of liquidated damages** for the whole of the Works is: ***10%*** of the final Contract Price. |

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| | 2.14 **CC 44.3**: the **Bonus** for the whole of the Works is: ***[insert percentage]*** of the final Contract Price per day. The **maximum amount of Bonus** for the whole of the Works is ***[insert percentage]*** of the final Contract Price. ***[If early completion would provide benefits to the*** **Employer,** ***this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]*** ***(Not applicale)***<br>2.15 **CC 45**: The **Advance Payment** shall be: ***20%*** of the Accepted Contract Amount and shall be paid to the Contractor no later than ***30 days*** after the Contractor submits an acceptable Bank Guarantee**.** |
| **3. Interpretation** | 3.1 In interpreting these CC, 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 CC.<br>3.2 If sectional completion is specified in **CC 2.3**, references in the CC 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).<br>3.3 The documents forming the Contract shall be interpreted in the following order of priority:<br>(a) the Contract Agreement,<br>(b) The Letter of Award of Contract<br>(c) The Contractor's Quotation,<br>(d) the Conditions of Contract, including Appendices<br>(e) the Specifications,<br>(f) the Drawings,<br>(g) the Bill of Quantities,[1] and<br>(h) any other document |
| **4. Prohibitions** | 4.1 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when |

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

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| | (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or<br><br>(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. |
| **5. Project Manager's Decisions** | 5.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| **6. Subcontracting** | 6.1 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. |
| **7. Cooperation** | 7.1 The Contractor shall cooperate with and allow appropriate opportunities for other contractors, public authorities, utilities, and the Employer, to carry out on or near the Site work, if any, not included in the Contract. |
| **8. Personnel and Equipment** | 8.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its quotation, 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 quotation.<br><br>8.2 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:<br><br>(a) persists in any misconduct or lack of care;<br><br>(b) carries out duties incompetently or negligently;<br><br>(c) fails to comply with any provision of the Contract;<br><br>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;<br><br>(e) engages in Sexual Harassment, Sexual Exploitation, Sexual Abuse or in any form of sexual activity with individuals under the age of 18 except in case of pre-existing marriage; |

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| | (f) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or<br><br>(g) has been recruited from the Employer's Personnel.<br><br>As appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.<br><br>8.3 Labor<br><br>*8.3.1 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.<br><br>*8.3.2 Labor Laws.* The Contractor shall comply with all the relevant labor laws applicable to the Contractor's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.:<br><br>*8.3.3 Facilities for Staff and Labor. **[if facilities for staff and labor are to be provided by the Contractor, insert this sub-clause; otherwise delete]*** The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel.<br><br>*8.3.4 Supply of Foodstuff*s. ***[if food to its personnel is to be provided by the Contractor, insert this sub-clause; otherwise delete]*** The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.<br><br>*8.3.5 Supply of Water*. ***[if water to its personnel is to be provided by the Contractor, insert this sub-clause; otherwise delete]*** The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.<br><br>*8.3.6* Forced *Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor *consists* of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as |

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| | indentured labor, bonded labor or similar labor-contracting arrangements.<br><br>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.<br><br>*8.3.7 Child* Labor. The Contractor, including its Subcontractors, shall *not* employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).<br><br>The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.<br><br>The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.<br><br>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:<br><br>(a) with exposure to physical, psychological or sexual abuse;<br><br>(b) underground, underwater, working at heights or in confined spaces;<br><br>(c) with dangerous machinery, equipment or tools, or involving handling or<br><br>(d) transport of heavy loads;<br><br>(e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or |

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| | (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.<br><br>*8.3.8 Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site.<br><br>*8.3.9* Non-*Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship.<br><br>8.3.10 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a proportionate grievance mechanism for Contractor's Personnel.<br><br>*8.3.11 Awareness of Contractor's Personnel.* The Contractor shall provide appropriate awareness to relevant Contractor's Personnel on any applicable environmental and social aspects of the Contract, including on health, safety and prohibition of SEA and SH. |
| **9. Employer's and Contractor's Risks** | 9.1 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. |
| **10. Employer's Risks** | 10.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:<br><br>(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<br><br>(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<br><br>(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.<br><br>(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 |

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| | radioactive contamination directly affecting the country where the Works are to be executed.<br>10.2 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<br>(a) a Defect which existed on the Completion Date,<br>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or<br>(c) the activities of the Contractor on the Site after the Completion Date. |
| **11. Contractor's Risks** | 11.1 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. |
| **12. Insurance** | 12.1 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 specified in **CC 2.6**, for listed events which are due to the Contractor's risks:<br>12.2 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.<br>12.3 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.<br>12.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.<br>12.5 Both parties shall comply with any conditions of the insurance policies. |
| **13. Site Data** | 13.1 The Contractor shall be deemed to have examined any Site Data referred to in **CC 2.7**, supplemented by any information available to the Contractor. |

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| **14. Contractor to Construct the Works** | 14.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. |
| **15. Approval by the Project Manager** | 15.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.<br>15.2 The Contractor shall be responsible for design of Temporary Works.<br>15.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.<br>15.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.<br>15.5 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. |
| **16. Health, Safety and Protection of the Environment** | 16.1 The Contractor shall be responsible for the safety of all activities on the Site, and for taking care of the health and safety of all persons entitled to be on the Site and any other place where the Works are being executed.<br>16.2 The Contractor shall comply with all applicable health and safety regulations and laws.<br>16.3 Protection of the environment<br>(a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and<br>(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.<br>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. |
| **17. Archaeological and Geological Findings** | 17.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. |

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| **18. Possession of the Site** | 18.1 If possession of a part is not given by the date stated in **CC 2.8,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| **19. Access to the Site** | 19.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager 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. |
| **20. Instructions, Inspections and Audits** | 20.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located. |
| | 20.2 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. |
| | 20.3 Inspections & Audit by the Bank<br>Pursuant to paragraph 2.2 e. of Appendix A to the CC- 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 **CC 23.1** (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). |
| **21. Appointment of the Adjudicator** | 21.1 The Employer and the Contractor shall jointly appoint an adjudicator with relevant experience, within 7 (seven) days of contract signature. In case of disagreement between the Employer and the Contractor on the appointment of the Adjudicator within this period, either party will request the Appointing authority stated in **CC 2.9,** to appoint the Adjudicator within 7 (seven) days of receipt of such request.<br>21.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning |

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| | 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 14 (fourteen) days, the Adjudicator shall be designated by the Appointing Authority stated in **CC 2.9**, at the request of either party, within 7 (seven) days of receipt of such request. |
| **22. Procedure for Disputes** | 22.1 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 (fourteen) days of the notification of the Project Manager's decision.<br><br>22.2 The Adjudicator shall give a decision in writing within 14 (fourteen) days of receipt of a notification of a dispute. The adjudicator's cost (hourly fee and reimbursable expenses) shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator.<br><br>22.3 Both parties shall attempt to settle the dispute amicably before commencement of arbitration. If the dispute is not settled amicably within 14 (fourteen) days of the Adjudicator's written decision, either party may refer a decision of the Adjudicator to an Arbitrator. If neither party refers the dispute to arbitration within 28 (twenty eight) days of the Adjudicator's written decision, the Adjudicator's decision shall be final and binding. The arbitration shall be conducted in accordance with the following arbitration procedures. ***[For smaller contracts, the institution is usually from the* Employer's Country. *For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution is used]***<br><br>***[CC 22.3(a) shall be retained in the case of a Contract with a foreign Contractor and CC 22.3 (b) shall be retained in the case of a Contract with a national of the Employer's Country.]***<br><br>(a) Contract with foreign Contractor:<br><br>***[unless the Employer chooses the commercial arbitration rules of another international arbitral institution, the following sample clause should be inserted:]***<br><br>All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by |

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| | one or more arbitrators appointed in accordance with the said Rules.<br><br>(b) Contracts with Contractor national of the Employer's Country:<br><br>In the case of a dispute between the Employer and a Contractor who is a national of the Employer's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's Country.] |
| **23. Fraud and Corruption** | 23.1 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 CC.<br><br>23.2 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 to the request for quotations 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. |
| **24. Security of the Site** | 24.1 ***[Insert the following where the Contractor is responsible for the security of the Site]*** The Contractor shall be responsible for the security of the Site, and:<br><br>(a) for keeping unauthorized persons off the Site;<br><br>(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.<br><br>The Contractor shall require the security personnel to act within the applicable Laws. |
| **B. Time Control** | |
| **25. Program and Progress Reports** | 25.1 The Contractor shall submit for approval a Program for the Works, within the period stated in **CC 2.10**. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show any effect of Variations and Compensation Events. |

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| | 25.2 The Contractor shall monitor progress of the Works and submit progress reports to the Project manager at intervals no longer than the period stated in **CC 2.11**.<br><br>25.3 In addition to the progress reports stated in **CC 2.11**, 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 including, 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.<br><br>The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager. |
| **26. Extension of the Completion Date** | 26.1 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.<br><br>26.2 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 new Intended Completion Date. |
| **27. Acceleration** | 27.1 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.<br><br>27.2 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. |
| **28. Delays Ordered by the Project Manager** | 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. |
| **29. Management Meetings** | 29.1 Either the Project Manager or the Contractor may require the 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. |

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| **30. Early Warning** | 30.1 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.<br>30.2 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** | |
| **31. Identifying Defects** | 31.1 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. |
| **32. Tests** | 32.1 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. |
| **33. Correction of Defects** | 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability specified in **CC 2.12**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.<br>33.2 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. |
| **34. Uncorrected Defects** | 34.1 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** | |
| **35. Contract Price**[2] | 35.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used |

[2] In lump-sum contracts, replace CC 35.1 as follows:

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| | 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. |
| **36. Changes in the Contract Price**[3] | 36.1 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 Accepted Contract Amount, 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 Accepted Contract Amount is exceeded by more than 15 percent, except with the prior approval of the Employer.<br>36.2 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. |
| **37. Variations** | 37.1 All Variations shall be included in updated Programs[4] produced by the Contractor.<br>37.2 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 Project Manager shall assess the quotation, which shall be given within 7 (seven) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.<br>37.3 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.<br>37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event. |

35.1 The Contractor shall provide updated Activity Schedules within 7 (seven) 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.

[3] In lump-sum contracts, replace entire CC 36 with new CC 36.1, as follows:

36.1 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.

[4] In lump-sum contracts, add "and Activity Schedules" after "Programs."

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| | 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.<br>37.6 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 **CC 36.1** 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. [5] |
| **38. Payment Certificates** | 38.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.<br>38.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.<br>38.3 The value of work executed shall be determined by the Project Manager.<br>38.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.[6]<br>38.5 The value of work executed shall include the valuation of Variations and Compensation Events.<br>38.6 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. |
| **39. Payments** | 39.1 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 (twenty eight) 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. The interest rate shall be at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made. |

[5] In lump-sum contracts, delete this paragraph.

[6] 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."

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| | 39.2 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. |
| **40. Compensation Events** | 40.1 The following shall be Compensation Events:<br>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to **CC 2.8**.<br>(b) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.<br>(c) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.<br>(d) The Project Manager unreasonably does not approve a subcontract to be let.<br>(e) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Award of Contract from the information issued to Contractors (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.<br>(f) 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.<br>(g) 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.<br>(h) The advance payment is delayed.<br>(i) The effects on the Contractor of any of the Employer's Risks.<br>(j) The Project Manager unreasonably delays issuing a Certificate of Completion.<br>40.2 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. |

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| | 40.3 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.<br>40.4 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. |
| **41. Tax** | 41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date of submission of quotations 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. |
| **42. Price Adjustment** | 42.1 **Prices shall not be adjusted for any fluctuations in the cost of inputs.** |
| **43. Retention** | 43.1 The Employer shall retain from each payment due to the Contractor the proportion stated in **CC 2.13** until Completion of the whole of the Works.<br>43.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with **CC 49.1**, 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. |
| **44. Liquidated Damages and Bonuses** | 44.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in **CC 2.14** 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 **CC 2.15.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.<br>44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any |

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| | 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 **CC 39.1**.<br>44.3 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in **CC 2.16** 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 |
| **45. Advance Payment** | 45.1 The Employer shall make advance payment to the Contractor in the amount specified in **CC 2.17,** against provision by the Contractor, if required in **CC 2.17**, 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.<br>45.2 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.<br>45.3 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. |
| **46. Performance Security (N/A)** | 46.1 The Performance Security, if required in **CC 2.18**, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in **CC 2.18,** 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 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. |

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| **47. Dayworks** | 47.1 If applicable, the Dayworks rates in the Contractor's Quotations shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.<br>47.2 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.<br>47.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms. |
| **48. Cost of Repairs** | 48.1 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** | |
| **49. Completion** | 49.1 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.<br>49.2 The **provisional and final acceptance Committee** is composed as follows :<br>- **The President**: The Mayor of Bamousso or his representative<br>- **The reporter**: The engineer from WABANE Council (market engineer)<br>- The members:<br>✓ The Southwest Regional Coordinator of PROLOG or his representative;<br>✓ The person in charge of the school or his representative;<br>✓ MINTP Departmental Delegate for LEBIALEM or his/her representative<br>- **The observer**: MINMAP Departmental Delegate for LEBIALEM or his/her representative<br>- **The Contractor**<br>Any other person invited by the Chairman of the Reception Committee for their expertise.<br>49.3 **The guarantee period is 6 months** |

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| **50. Taking Over** | 50.1 The Employer shall take over the Site and the Works within 7 (seven) days of the Project Manager's issuing a Certificate of Completion. |
| **51. Final Account** | 51.1 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 (fifty six) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 (fifty six) 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. |
| **52. Operating and Maintenance Manuals** | 52.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in **CC 2.19**.<br>52.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in **CC 2.19,** or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in **CC 2.20** from payments due to the Contractor. |
| **53. Termination** | 53.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.<br>53.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following: |
| | (a) the Contractor stops work for 28 (twenty eight) days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;<br>(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 (twenty eight) days;<br>(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;<br>(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 (eighty four) days of the date of the Project Manager's certificate; |

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| | (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;<br>(f) the Contractor does not maintain a Security, which is required;<br>(g) the Contractor has delayed the completion of the Works for which the maximum amount of liquidated damages can be paid, as specified in **CC 2.15**; or<br>(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 CC, in competing for or in executing the Contract, then the Employer may, after giving 14 (fourteen) days written notice to the Contractor, terminate the Contract and expel him from the Site.<br>53.3 Notwithstanding the above, the Employer may terminate the Contract for convenience. |
| | 53.4 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. |
| | 53.5 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 **CC 53.2** above, the Project Manager shall decide whether the breach is fundamental or not. |
| **54. Payment upon Termination** | 54.1 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 specified in ***CC* 2.21** to apply to the value of the work not completed**.** 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.<br>54.2 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 |

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| | protecting and securing the Works, and less advance payments received up to the date of the certificate. |
| **55. Property** | 55.1 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. |
| **56. Release from Performance** | 56.1 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. |
| **57. Suspension of Bank Loan or Credit** | 57.1 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:<br>(a) The Employer is obligated to notify the Contractor of such suspension within 7 (seven) days of having received the Bank's suspension notice.<br>(b) If the Contractor has not received sums due to it within the 28 (twenty eight) days for payment provided for in **CC 39.1**, the Contractor may immediately issue a 14 (fourteen)-day termination notice. |
| **Various provisions** | **Publication and distribution of this Contract**<br>Fifteen (15) copies of this Contract shall be printed by the **Employer** and supplied to the Contract Manager. |
| | **Stamps and registration**<br>The present contract will be registered in 07 copies by the Service Provider, at its own expense and within the deadlines prescribed by the regulations in force. 05 copies will be returned to the Employer for distribution. |
| | **Entry into force of the Contract Letter**<br>This Contract Letter will only become definitive once it has been signed by the Delegated Project Owner. It will come into force as soon as it is notified to the contractor by the latter. |

# APPENDIX A
# TO CONTRACT CONDITIONS
# Fraud and Corruption

***(Text in this Appendix shall not be modified)***

## 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

## 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers),consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;1 (ii) to be a nominated2 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

2 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# Sample Letter of Award of Contract

*[modify as appropriate]*

*[use letterhead paper of the Employer]*

***[date]***. . . . . .

To: . . . . . ***[ name and address of the Contractor]*** . . . . . .

Subject: . . . . . ***[Notification of Award Contract No]***. . . . . .

This is to notify you that your Quotation dated . . . . ***[insert date] . .*** . . for execution of the . . . . . ***. [insert name of the contract and identification number, as given in the CC]*** . . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Request for Quotations is hereby accepted by our Agency.

Please find enclosed herewith the Contract. You are requested to sign the contract within ***[insert no of days].***

***[Insert the following only if Performance Security is required:]*** "You are also requested to furnish a Performance Security within [*insert no of days*] in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

**Attachment: Contract**

# *[Delete if not applicable]*

# *[If Performance Security applies, this is recommended]*

# Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of* Employer*]*

**Date:** _ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of _ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Award of Contract less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in CC 49.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

*paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

***[Delete if not applicable]***

# Performance Security - Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Contractor") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called "the Employer") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 _____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# Advance Payment Security

## Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of* Employer*]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest,

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[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

*[signature(s)]*

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[2] *Insert the expected completion date as described in CC 49.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

**LIST OF BANKS AND FINANCIAL INSTITUTIONS AUTHORISED TO ISSUE GUARANTEES**
**TO ISSUE GUARANTEES IN CONNECTION WITH PUBLIC CONTRACTS**

1) Afriland First Bank
2) Bank Of Africa Cameroun (BOA Cameroun
3) Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME)
4) Banque Gabonaise pour le Financement International (BGFIBANK)
5) Banque Internationale du Cameroun pour l'Epargne et le Crédit (BICEC)
6) Citibank Cameroun (CITIGROUP)
7) Commercial Bank-Cameroun (CBC)
8) Crédit Communautaire d'Afrique – Bank (CCA-BANK)
9) ECOBANK CAMEROON (ECOBANK)
10) National Financial Credit-Bank (NFC-Bank)
11) Société Commerciale de Banques-Cameroun (SCB-Cameroun)
12) Société Générale Cameroun (SGC)
13) Standard Chatered Bank Cameroon (SCBC)
14) Union Bank of Cameroon (UBC)
15) United Bank for Africa (UBA)

**INSURANCE COMPANIES**

1) ACTIVA ASSURANCES S.A
2) AREA ASSURANCES S.A
3) ATLANTIQUE ASSURANCES S.A
4) BENEFICIAL GENERAL INSURANCES S.A
5) CHANAS ASSURANCES S.A
6) CPA S.A
7) NSIA ASSURANCES S.A
8) PRO ASSUR S.A
9) SAAR S.A
10) SAHAM ASSURANCES S.A
11) ZENITH ASSURANCES S.A