

REPUBLIQUE DU CAMEROUN

*Paix-Travail-Patrie*

MINISTRE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL

REGION DU SUD OUEST  
DEPARTMENT DU FAKO

COMMUNE DE BUEA

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REPUBLIC OF CAMEROON

*Peace-Work-Fatherland*

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

SOUTH WEST REGION  
FAKO DIVISION

BUEA COUNCIL

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*PROCUREMENT OF SMALL WORKS*

## **BUEA COUNCIL INTERNAL TENDERS BOARD**

*(Zero tolerance to corruption in public contracts)*

### **REQUEST FOR QUOTATIONS**

**N°011/RFQ/BUEA COUNCIL-PROLOG/BC-ITB/2025 OF SEPTEMBER 30, 2025  
CONCERNING THE CONSTRUCTION OF REINFORCED CONCRETE GUTTERS  
FROM GOVERNMENT PRIMARY SCHOOL WOVILLA TO NGALIPHAZEH TO  
MOKI'S GARAGE (750ml), BUEA COUNCIL, FAKO DIVISION, SOUTH-WEST  
REGION**

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

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

**Country:** CAMEROON

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

**No STEP:** CM-UCR-SUD-OUEST-504464-CW-RFB

**Issued on :** September 30, 2025

**September 2025**

## **Procurement of:**

***The construction of reinforced concrete gutters from government primary School Wovilla to Ngaliphazeh to Moki's Garage(750ml), Buea Council, Fako Division, South-West Region***

### ***EMERGENCY PROCEDURE.***

**Ref No: N°011/RFQ/BUEA COUNCIL-PROLOG/BC-ITB/2025 of September 30, 2025**

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

**Project owner: THE MAYOR OF BUEA COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT – BUEA COUNCIL, FAKO DIVISION, SOUTHWEST REGION)**

**Country: CAMEROON**

**Issued on: September 30, 2025**

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## BUEA COUNCIL INTERNAL TENDERS BOARD

*(Zero tolerance to corruption in public contracts)*

### REQUEST FOR QUOTATIONS

**N°011/RFQ/BUEA COUNCIL-PROLOG/BC-ITB/2025 of September 30, 2025 for the construction of reinforced concrete gutters from government primary School Wovilla to Ngaliphazeh to Moki's Garage (750ml), Buea Council, Fako 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 **BUEA COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - BUEA COUNCIL, FAKO DIVISION, and SOUTHWEST REGION)** to build community infrastructure.
2. As part of the agreement, financing the construction of reinforced concrete gutters from government primary School Wovilla to Ngaliphazeh to Moki's Garage (750ml), Buea Council, Fako Division, South-West Region for a period of execution of sixty (60) calendar days.
3. **The Mayor of Buea 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 **BUEA Council (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, sub consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and Contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## Eligible Materials, Equipment and Services

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 sub consultants for any part of the Contract including Related Services.
9. Firms and individuals may be ineligible if so indicated in para.9 below and:
  - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
10. In reference to paras. 5 and 7, for the information of Contractors, at the present time firms, goods and services from the following countries are excluded from this procurement process:
  - (a) Under para. 5 and 8 (a): "*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>.
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) 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:	<b>The Mayor of BUEA Council</b>
Administration:	<b>BUEA Council</b>
Town:	<b>BUEA</b>
PO. Box:	<b>66 Buea</b>
Country:	<b>Cameroon</b>
Cell phone:	<b>237 672 004 332,677582360</b>
Mail:	<b><a href="mailto:bueacouncil6@gmail.com">bueacouncil6@gmail.com</a> copy to <a href="mailto:leotabeako@minddevel.gov.cm">leotabeako@minddevel.gov.cm</a>, <a href="mailto:e.abdoul2025@minddevel.gov.cm">e.abdoul2025@minddevel.gov.cm</a>.</b>

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°011/RFQ/BUEA COUNCIL-PROLOG/BC-ITB/2025**

**OF September 30. 2025**

**For the construction of reinforced concrete gutters from government primary School Wovilla to Ngaliphazeh to Moki's Garage (750ml), Buea Council, Fako Division, South-West Region.**

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

23. The deadline for submission of Quotations is the **17/10/2025 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:	<b>The Mayor of Buea Council</b>
Administration:	<b>Buea Council</b>
Town:	<b>Buea</b>
Located at:	Buea council room 213
PO. Box:	66 Buea
Country:	<b>Cameroon</b>
Cell phone:	<b>237 672 004 332</b> , 677618917
Mail:	<a href="mailto:bueacouncil6@gmail.com">bueacouncil6@gmail.com</a> copy to <a href="mailto:leotabeako@minddevel.gov.cm">leotabeako@minddevel.gov.cm</a> , <a href="mailto:e.abdoul2025@minddevel.gov.cm">e.abdoul2025@minddevel.gov.cm</a>

### **Opening of Quotations**

25. The opening of the quotations will take place at the **Buea Council** tenders board office on **17/10/2025 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.

- ✓ 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
1	<b>Presentation of the Offer</b>	
	Compliance with the order prescribed in the RFQ and dividers	Yes/No
	Legibility and pagination	Yes/No
2	<b>Experience of the bidder</b>	
	Two references in the execution of works contracts	Yes/No
	One reference similar to the mission	Yes/No
3	<b>Staff quality</b>	
	<b>a) Works Director</b>	
	At least <b>Civil engineer</b> (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>b) Foreman</b>	
	At least a Degree in Civil Engineering or any other equivalent field (copy of the diploma)	Yes/No
	Curriculum Vitae, dated and signed	Yes/No
	Seniority $\geq 2$ years in a similar field	Yes/No
	<b>c) Head Builder</b>	
	At least HND in masonry and proof of training (copy of the diploma)	Yes/No
	Curriculum Vitae, dated and signed	Yes/No
	Seniority $\geq 2$ years in a similar field	Yes/No
4	<b>Construction equipment</b>	
	List of small items of equipment appropriate to the task (photocopies of purchase invoices must be provided)	Yes/No
5	<b>Work execution methodology</b>	
	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 $\leq$ sixty (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
	<b>Total of "Yes"</b>	<b>..... /20</b>

***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.

**(Not applicable) [Insert the following if there are multiple lots:** "Quotations will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots".



## 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:

**Buea, September 30, 2025**

**Signature:**



*Mafani Namango Esq.*  
**MAYOR  
 BUEA COUNCIL**

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**Commission Interne de Passation des Marchés  
(Tolérance zéro à la corruption dans les Marchés Publics)**

**Avis de Demande de Cotations**

**N°011/ RFQ/BUEA COUNCIL-PROLOG/BC-ITB/2025 du 30  
septembre 2025**

**Relatif à la construction de caniveaux en béton armé de l'école  
publique Wovilla à Ngaliphazeh jusqu'au Garage Moki (750ml),  
Commune de Buea, Département du Fako, Région du Sud-Ouest**

**Procédure d'urgence**

**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 Buea (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 de caniveaux en béton armé de l'école publique Wovilla à Ngaliphazeh jusqu'au Garage Moki (750ml), Commune de Buea, Département du Fako, Région du Sud-Ouest, pour un délai d'exécution de soixante (60) jours calendaires.**
3. Le **Maire de la Commune de Buea**, 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 Buea** (Maître d'ouvrage) ou de l'UGP/UCR PROLOG.

**Fraude et Corruption**

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. Une 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:
  - (c) 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
  - (d) 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 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 <http://www.worldbank.org/debarr>, aux conditions contractuelles (Annexe A) <http://www.worldbank.org/debarr>, arlinea 2.2 d., ne sera pas admissible <http://www.worldbank.org/debarr>, 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 :

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 Maître 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 Maître 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
  - (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 Cotations seront valides jusqu'à *quatre-vingt-dix (90) jours après l'ouverture 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. Une 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. L'absence de ces pièces ci-dessus, ne constituent pas un critère éliminatoire, mais seront exigées et déterminantes pour l'attribution du contrat.*

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

## 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 Buea**

Administration: **La Commune de Buea**

Ville: **Buea**

Boîte Postale:

Pays: **Cameroun**

Cell phone:

Mail : \_\_\_\_\_ 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 version scannée de la quotation et la version modifiable**, dans une enveloppe scellée marquée comme suit :

***“Demande de Cotations No 011/RFQ/BUEA COUNCIL-PROLOG/BC-ITB/2025 du 30 septembre 2025 relatif à la construction de caniveaux en béton armé de l'école publique Wovilla à Ngaliphazeh jusqu'au Garage Moki (750ml), Commune de Buea, Département du Fako, Région du Sud-Ouest.***

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

23. L'heure et la date limites pour la soumission des Cotations est le **17/10/2025 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 Buea**

Administration: **La Commune de Buea**

Ville: **Buea**

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 **17/10/2025 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.**

28. Pour les cotations techniquement conformes, les prix totaux évalués, à l'exclusion des sommes provisionnelles et toute provision pour les imprévus, mais y compris les travaux en régie lorsque leurs prix sont établis de manière compétitive, seront ensuite comparés pour déterminer le prix/s évalué le plus bas.

#### **Attribution du marché**

29. Le Marché sera attribué à l'Entreprise qui satisfait aux exigences d'admissibilité conformément à la DC, qui offre le prix/s évalué le plus bas, qui offre une cotation techniquement conforme et qui garantit l'achèvement des travaux à la date spécifiée.
30. Le Maître d'Ouvrage invitera par les moyens les plus rapides [*p. ex. courriel*] l'/les Entreprise/s retenu/s pour discussion [*il est attendu que cela soit virtuel à la lumière de la situation d'urgence*] si nécessaire en vue de finaliser le marché ou pour la signature du marché.
31. Le Maître d'Ouvrage informera par les moyens les plus rapides les autres Entreprises de sa décision d'attribution de marché. Une Entreprise non retenue peut demander des clarifications sur les motifs pour lesquels sa Cotation n'a pas été retenue. Le Maître d'Ouvrage répondra à une telle demande dans le meilleur délai possible.
32. Le Maître d'Ouvrage publiera un avis d'attribution de marché sur son site Web en libre accès, s'il est disponible, ou dans un journal de circulation nationale ou sur UNDB en ligne, dans les 15 jours suivant l'attribution du marché. Les renseignements indiqués comprendront le nom de l'Entreprise retenue, le prix contractuel, la durée du marché, le résumé de sa portée et les noms des autres Entreprises candidates et leurs prix proposés et évalués.

**Au nom du Maître d'Ouvrage :**

**Buea, le 30, septembre 2025**

**Signature:**



*Malani Namango Exp.*  
**MAYOR**  
**BUEA COUNCIL**

**Attachments:**

**Annex 1: Works Requirements**

**Annex 2: Quotation Form**

**Annex 3: Contract Forms**



# ANNEX 1: Works Requirements

## Specifications

### SECTION 1: SITE INSTALLATION AND DEMOBILIZATION

#### U. Site Installation

This section defines the Contractor's responsibilities for establishing and maintaining temporary facilities and services necessary for the efficient, safe, and environmentally responsible execution of the works.

##### 1.1.1. Site Office and Storage

The Contractor shall establish a secure and adequately equipped site office, complete with communication facilities. Secure and weather-proof storage facilities shall be provided for all materials, particularly for cement, pipes (protected from direct sunlight), electrical components, and valuable equipment. Dedicated storage for hazardous materials (fuels, chemicals) shall be established in compliance with environmental regulations.

##### 1.1.2. Utilities

The Contractor shall make arrangements for and bear the costs of necessary utilities, including:

- **Water for Construction:** Non-potable water for concrete mixing, cleaning, and other construction purposes shall be sourced independently by the Contractor. No water shall be drawn from the existing water supply system (or the new system) for construction purposes without explicit written authorization from the Engineer, and only if metered and paid for.
- **Electricity:** Provision of reliable power for site operations (e.g., generator, connection to local grid with proper safety measures).
- **Sanitation:** Adequate and hygienic sanitation facilities (latrines, handwashing stations) shall be provided for all site personnel, and regularly cleaned and maintained.

**1.1.3. Security** The Contractor shall provide adequate 24/7 security for all plant, equipment, materials, and temporary works on site throughout the contract period. This includes guarding, fencing, and appropriate lighting to prevent theft, vandalism, and unauthorized access.

**1.1.4. Access Roads** The Contractor shall be responsible for maintaining existing access roads to the site in good condition throughout the project duration. This includes timely repair of any damage caused by project activities. Where temporary access routes or diversions are required, the Contractor shall construct them safely, maintain them, and ensure minimal disruption to local communities, traffic, and land users. All such temporary works shall be removed and original conditions reinstated upon completion of the works.

**1.1.5. Signage** Appropriate project signage shall be erected at the site entrance and key work areas. These signs shall be clear, visible, and include:

- Project Title and Client information.
- Contractor's name and contact details.
- Safety warnings (e.g., "Hard Hat Area," "Danger: Deep Excavation").
- Information in both English and local languages (if applicable).

**1.1.6. Waste Management (Construction Phase)** A comprehensive waste management plan, as part of the HSE plan (Section 3.1.3), shall be strictly implemented. This plan shall detail:

- Segregation of waste at source (e.g., metal, plastic, concrete rubble, organic waste).
- Collection and temporary storage of waste in designated, secure bins/areas.
- Proper disposal of all construction waste in an environmentally sound manner, at approved landfill sites or recycling facilities, and in accordance with national environmental regulations.

- Handling and disposal of hazardous waste (e.g., oil, fuel, chemical residues) by licensed facilities only, with proper documentation.

#### U. **Demobilization and Site Clearance**

Upon successful completion of all works, achievement of performance targets, and before the issuance of the Certificate of Practical Completion, the Contractor shall thoroughly demobilize from the site and clear all areas.

- **Removal of Temporary Works:** All temporary structures, facilities (site offices, stores, workshops, site camps, temporary fencing, temporary culverts, etc.), and all Contractor's plant and equipment shall be completely removed from the site.
- **Site Cleaning:** The entire site, including access routes, working areas, and material storage locations, shall be meticulously cleaned. This includes:
  - Removal of all debris, surplus materials, waste (including hazardous waste residues), and rubbish.
  - Levelling of disturbed ground to blend seamlessly with the surrounding topography and ensure proper drainage.
  - Restoration of disturbed vegetation where practical and appropriate.
- **Reinstatement:** All areas affected by the Contractor's operations (e.g., borrow pits, spoil disposal areas, temporary access roads, agricultural land) shall be reinstated to a condition acceptable to the Engineer and relevant local authorities. This includes grading, compaction, and revegetation as appropriate, to minimize environmental impact and restore functionality.
- **Final Inspection:** The site shall be presented in a clean, tidy, and safe condition for final inspection by the Engineer and the Client. No demobilization payment shall be made, and final acceptance will not be granted, until satisfactory site clearance is confirmed by the Engineer.

## **SECTION 2: DETAILED TECHNICAL SPECIFICATIONS AND REQUIREMENTS**

### **2.1. General Requirements for All Works**

#### **2.1.1. Workmanship and Quality Standards**

The Contractor shall carry out all works with the highest degree of skill, care, and diligence, utilizing modern and appropriate construction techniques. All works shall be executed in a professional and robust manner, ensuring durability, functionality, and aesthetic compatibility with the local environment. Any deviations from specified standards or accepted practices must be pre-approved by the Engineer.

#### **2.1.2. Materials Quality and Approval**

All materials supplied and used for the works shall be new, of the highest quality, free from defects, and suitable for their intended purpose. Materials shall strictly conform to the specifications detailed herein and to relevant Cameroonian national standards. Where national standards are not explicit, recognized international standards (e.g., ISO, EN, ASTM, BS) shall apply. The Contractor shall submit manufacturer's specifications, test certificates, and samples for all critical materials to the Engineer for approval prior to delivery to site or incorporation into the works. Materials supplied without prior approval may be rejected at the Contractor's cost.

#### **2.1.3. Health, Safety, and Environment (HSE)**

The Contractor shall be solely responsible for the health and safety of all personnel (workers, Client's representatives, and the general public) on and around the site. A comprehensive Project Specific Health, Safety, and Environmental (HSE) Plan shall be submitted to the Engineer for approval within [e.g., 7 days] of contract signing. The plan shall detail:

- Risk assessments and mitigation measures for all project activities.
- Emergency response procedures (accidents, spills).
- Provision of appropriate Personal Protective Equipment (PPE) for all workers.

- Measures for ensuring the safety of the public (e.g., barricades, warning signs, flagmen).
- Environmental protection measures, including erosion control, dust suppression, noise control, and prevention of contamination to water bodies.
- Waste management procedures (see Section 7.1.6). All works shall comply with Cameroonian labor laws and occupational health and safety regulations.

#### **2.1.4. Site Supervision and Quality Control**

The Contractor shall appoint a qualified and experienced Site Engineer/Foreman who shall be present on-site during working hours and be responsible for day-to-day supervision and coordination of the works. The Contractor shall implement a robust Quality Control (QC) plan to ensure that all materials, workmanship, and finished products meet the specified requirements. This includes, but is not limited to, regular inspections, materials testing, and adherence to approved construction methodologies. The Engineer reserves the right to inspect any work at any time and to require the removal and replacement of any work found to be non-compliant, at the Contractor's expense.

### **2.2. Mobilization and Site Preparation**

#### **2.2.1. Personnel and Qualifications**

The Contractor shall provide adequately qualified, skilled, and experienced personnel for the execution of the works. Key personnel, including the Project Manager, Site Engineer, Foremen, and specialized technicians (e.g. concrete masons), shall have demonstrable experience in similar road project. The Contractor shall submit a list of key personnel with their CVs for the Control Engineer approval.

#### **2.2.2. Equipment and Plant**

The Contractor shall provide and maintain on site all necessary plant, equipment, and tools in good working condition for the efficient and safe execution of the works. This includes, but is not limited to, excavation equipment, pipe-laying tools, compaction equipment, concrete mixers, testing equipment, and safety gear. All equipment shall comply with relevant safety standards.

#### **2.2.3. Transportation and Logistics**

The Contractor shall be responsible for all transportation of personnel, materials, and equipment to and from the site. This includes navigating difficult terrain if present, securing necessary permits for transport, and ensuring timely delivery of materials to avoid work stoppages. The Contractor shall plan logistics to minimize disruption to local communities and existing infrastructure.

#### **2.2.4. Site Camps and Temporary Facilities**

Where required, the Contractor shall establish temporary site offices, secure storage facilities for materials (especially cement, rods, and other components), workshops, and adequate sanitary facilities for all site personnel. These facilities shall be constructed and maintained to acceptable standards of hygiene and safety, and shall be completely removed upon demobilization.

### **2.3.2. Materials/Personnel Specifications**

**Article 1:** Subject of the invitation of Tender: Rehabilitation of Road Stretch from G.S. Small Soppo to Bakweri Town: L=750ml W=6m

### **Article 2: Personnel**

**The General Director.**

He should be the General Director of the Enterprise. He coordinates the activities of the enterprise in liaison with the site Engineer and all the Administration.

### **The site Engineer.**

He should be a holder of the Bachelor of Science in Civil Engineering or senior civil engineering technician and must have at least three years working experience in road construction and maintenance. He is the permanent representative of the enterprise on the site. He works in collaboration with the control mission. He defines the appropriate work to be executed and the supervision of the site foremen. He orders the materials to be used on the site and assures at all times the follow-up of the planning and the quality execution of work. He also holds regular meetings with the foreman and control missions.

### **The Site Foreman.**

He should either be a civil engineer or Senior Civil Engineering Technician in Civil Engineering with a three years working experience in road, bridges and culverts constructions. He supervises the work of the team leaders and fills the daily report.

### **The laborers.**

He should be hard working and can be recruited locally

## **Article 3: DEFINITION OF WORKS**

### **SITE INSTALLATION**

It consists of presenting the team of work for the execution of the project and with a localization pattern of a site hut and the presence of equipment and personnel.

After identification of the storage area for materials and equipment, the site board is then erected giving a clear image of the purpose and conditions of the project. Its unit of payment is by lump sum.

### **Bringing and removal of equipment**

It consists of bringing of materials and equipment to be used for the project and also the caring away of the equipment from the site.

### **Clearing and Grubbing**

It consists of clearing two meters away from the sides of the road, and also the removal of on both sides of the road. Its price is evaluated per meter square ( $m^2$ ).

### **Cleaning of Existing Structures**

It consists of clearing and cleaning debris that are found at any existing structure. Its unit of measurement is U.

### **Earth work: Grading, wearing course and compaction of road platform**

This task will be executed according to the General Technical Specifications; an execution test with equipment will be done before the beginning of work to know the number of passage of the compactor. These tasks consist of:

- Removals of all loosen material on the pavement or in the gutters, not proper for construction and dumping out of the right of the way.

- Scarification of the existing wearing layer right to the bottom of thickness of the defect.
- Wet the material or not according to its water contain ;
- Mix the material and arrange according to the road profile ;
- Compact the wearing layer with an appropriate compactor
- The transversal slope will be controlled with a level : 3 to 4% on straight sections, till 6% on curves.

Personnel: 01 Team head; 03 Labourers; drivers and operators

Equipment: 01 grader; 01 Water tank; 01 compactor; 01 tipper; Lab equipment

Output: 1.5 km/day.

#### ➤ **Construction of stone gutters 50x60**

This task will be executed according to the General Technical Specifications and respect of typical plans. It comprises:

- The supply of materials (Stones, cement, gravels, sand, and others)
- The digging of trenches, the carrying away of the useless soil.
- The fabrication of formworks for gutters.
- The building of stone gutters.
- All requirements linked to the environmental prescriptions

#### ➤ **Pavement of the road,**

This task consists of:

- The bringing of all material on the site : sand and bricks
- The setting out ;
- Putting in place of the formwork
- Putting in place of a sand layer
- Putting in place of pavement bricks
- Filling of the interlocking pavement bricks with a mix of sand and cement

Personnel : 01 Team head ; Labourers

Equipment : 01 hand coompactor ;

## ➤ **Construction of Reinforce concrete gutter 0.7x(0.6<h<0.7) and Slabs**

This task consists of:

- The bringing of all material on the site : Cement, sand, rods, gravel, woods
- The setting out ;
- Bending of rods ;
- Putting in place of the formwork and rods ;
- Fabrication of concrete dosed at 350 kg/m<sup>3</sup> (1 bag of cement; 2 wheelbarrows of gravel; 1 wheelbarrow of sand).
- Concreting according to the typical plan, and vibration ;

Personnel : 01 Team head ; Labourers

Equipment : 01 Concrete mixer ; 01 vibrator ;

### Article 4 – **TECHNICAL REFERENCES**

The present Particular Technical Conditions Notebook, named by the term PTSN/CCTP, is part of the execution document.

It defines the norms and applicable technical specifications, as well as the methods of execution of works and the putting in place of the materials required.

This present PTSN/CCTP is completed for everything that does not appear in the execution documents, by the following fascicles of the French Ministry of equipment;

Fascicle n° 2: Earthworks,

Fascicle n° 4: Supply of steel and other metals, title I and title II,

Fascicle n° 7: Recognition of soils,

Fascicle n° 62: Techniques, rules of conception and calculation of structures and constructions in reinforced concrete,

Fascicle n° 63: Execution and laying of mass concrete. Confection of mortars,

Fascicle n° 64: Masonry works for civil engineering structures,

However, the Contractor is allowed to use other norms other than those mentioned in the present document, provided that these are currently admitted and that they drive to results of equal or superior quality. These norms must be submitted to the prior approval of the control engineer with support documents. The control engineer justifies his decision by accepting or by rejecting a norm where necessary.

### Article 5 – **GENERALITIES**

#### 5.1 Tests

The materials, products and components of construction must be compliant to the stipulations of the prescriptions of ratified AFNOR, the applicable norms being those in force in Cameroon.

## **5.2 Study tests**

The Contractor should do all research and necessary laboratory tests to verify the conformity of the materials, to determine the dosages, the compositions of the mixtures and the concretes, the treatments and the different elements brought in, that permit to answer to the criteria of use of the various materials and the required technical stipulations.

The Contractor should do all the formulation and suitability tests on the composite materials used on the site.

After having done all necessary verifications, the control engineer will be able to give his accord in writing or will be able to prescribe a new research or the complementary tests.

## **5.3 Reception tests on materials on the site**

The Contractor is held to realise reception tests according to the limit rates fixed by the PTSN/CCTP. The results will be presented to the control engineer, who, after having done all necessary verifications will be able to give his written authorization for the use of the material concerned. The control engineer reserves the right to ask for any supplementary tests to the Contractor's expenses or to achieve all verifications judged necessary with the Divisional Delegation of MINDHU Bui's equipment or calling on a xxiiiormalizedxxiii and accepted laboratory.

The non exhaustive list of the reception tests on materials is as follows:

## **5.4 Control tests of putting in place of materials**

The Contractor has the obligation to realize the control in accordance with the limit rates foreseen further in this PTSN/CCTP.

The measure of the in-situ density will essentially be done through the membrane densitometer.

The control of the putting in place of the concrete will be done through the measure of the slump on Abram's cone and by the measure of the resistance to simple compression on 7 days and on 28 days.

However the control engineer reserves the right to make all verifications judged indispensable with equipments borrowed from Public Works and to resort to all other means to insure that the putting in place is operated according to the rules of art. He will be able to resort to the measure of the resistance of the concretes on the "sclerometer" or will be able to order the measure of in-situ densities in depth for embankments done in several layers.

## **5.5. Bringing-in of equipment and machines**

The Contractor should take all necessary steps to insure that the delivery of facilities and equipments or imported machines is done in compatible delays with the planning of works, and that all arrangements are taken for their fast deployment on site. This requirement applies in particular to earthwork equipment crushing machines, concrete mixers machines and concrete vibrators machines.

The control engineer Bui is supposed to have taken account of suggestions due to the bringing-in and the folding up of equipment unto the place of works, and notably that due transportation by use of a carrying trailer truck.

## **5.6 supplying of the materials**

### **Local materials:**

The Contractor will choose and visit all local sources of materials and will take the necessary arrangements for their purchase and their transportation to the site of works.

### **Materials imported:**

The Contractor will have to ensure with its suppliers for the materials to be imported, sufficiently in advance to permit their manufacture, transportation and delivery in time on the site, so that they can be used as foreseen in the calendar of works. He must take account notably of their clearance delays.

## **5.7 Sites placed at disposal of the Contractor**

If, on the basis of the plans and technical documents of the execution file, the Contractor estimates that the sites possibly placed at his disposal by the administration are insufficient or badly situated with respect to his own xxivormalizedxxivn, he is held to inquire about the other sites available. In the hypothesis of the Contractor's opinion, where the sites so available remain insufficient or badly situated, they must assure the supplementary land research, then do the formalities of purchase or hiring before proceeding to their planning. They take the costs of research, formalities and preparation of these lands, in charge, in view of the establishment of his facilities and areas of storage, and of the preparation of the borrow pits. The implantation and the planning of these lands must be approved by the control Engineer who cannot refuse them without valid reason.

Whatever is the Contractor's choice as for the implantation on these sites, areas of storage or borrow pits, they stay entirely responsible for the completion of works on the time foreseen.

## **5.8 Transportation of heavy equipment**

The Contractor must take into account the possible limitations of loads on the roads and existing bridges. They are held to load the equipment on trailers of multiple axles in order to assure the distribution of the total load respecting the limits prescribed by the code of the Road.

## **5.9 Transportation of materials**



The control Engineer can proceed at all times to verifications of the loads on the axle of the transportation vehicles. The detentions and the loss of time that result are to the Contractor's charge.

The transportation of the materials is not taken into account if the vehicles doing this transportation are in overload state.

#### **5.10 Maintenance of the traffic and the local accesses**

The traffic and the local accesses must be maintained during the whole duration of works. The Contractor has to arrange access ramps reasonably levelled and crossing the pavement works so as to allow vehicles and pedestrians to cross over.

The deviations for the circulations of vehicles and pedestrians are maintained as far as possible at Contractor's charge.

#### **5.11 Bad weather, suspension of works**

It belongs to the Contractor to know, every week rainfall data of the past weeks.

The control engineer will be able to prescribe, by service order, the suspension of works due to bad weather at the request of the Contractor. In this case, the contractual delay will be prolonged of as many calendar days that will have flowed out between the date of the suspension of works and the date of resumption of works, provided that it is foreseen in the service order.

### **Article 6 – SITE REGISTER AND MEETINGS**

A site register will be held by the site foreman and will be put at the disposal of the control engineer or his representative.

The following will be written on the site register:

- The advancement of works
- The relative administrative operations to the execution or to the payment of works (notification, report of works, etc.);
- The atmospheric conditions;
- The reception of materials and approvals of all sorts given by the control engineer;
- Incidents or details of all sorts presenting some interests on the point of the ulterior quality of structures, of the real duration of works;

The contractor can put down incidents or observations liable to lead to a complaint of his part;

The site register will be signed contradictorily by the Control Engineer, the Chief of Service and the site foreman at every site meeting.

For every contractor's possible complaint, no state of events will be made except those or documents mentioned in due time in the site register.

### **Article 7 – PROGRAM OF WORKS**

The program of works must specify:

- The description of arrangements and methods considered for the execution of works.

- The materials used
- The key staffs of the direction of the site
- The planning of execution
- All information that could be useful for the control team to organize controls.

This program will be reviewed during the execution as much as there will be need.

## **Article 8 – AS-REALISED-PLANS**

The Contractor will provide, to the Chief of Service, copies of as-realized-plans (plans de recollement) of the works done latest on the date of the provisional reception of works. These plans should present the nature and the quantities of all xxviormaliz operations.

## **CHAPTER II: SOURCE, QUALITY AND PREPARATION OF MATERIALS**

### **Article 9 – SOURCE OF THE MATERIALS**

The Contractor should choose borrow pit sites and should submit them to the approval of the control engineer whose refusal will be worth obligatory to the Contractor to search for new borrow pit sites without any pretension of any indemnity.

When the borrow pit sites chosen by the Contractor must have been accepted, they should make trial pits there.

The Contractor will not be allowed to begin to exploit the identified quarry site except after the control of quality will be done by the control engineer.

The control team will stop the exploitation at all times as soon as the extraction chamber is no more giving materials of good quality, by this the Contractor shall not be capable to pretend for any indemnity.

The bush clearing, the scraping of the vegetable soil and the discovery, the felling of trees required for the exploitation of the borrow pit are to Contractor's charge and shall not give right to any explained remuneration.

The former borrow pit sites shall not be exploited again except the Contractor gives proofs that there subsist more materials having the requisite characteristics.

### **Article 10 – QUALITY CONTROL**

The Contractor should consult a civil engineering laboratory allowing him to do the internal control needed. This laboratory will be equipped with all instruments, tools and materials and so long as the necessary competent staff to the realization of the tests and study foreseen in the present PTSN/CCTP will be present. The control team or his Representative shall have free access to its facilities.

### **Article 11 – QUALITY OF MATERIALS**

#### **11.1 Current fill rubbles**

It concerns fill rubbles xxviormaliz in the zones without specific problem.

The materials used for the current fill rubbles will come from the general rubbles when they exist or from borrow pits accepted by the control team.

They will be deprived of plant or organic matters. They will possess the minimum road requirements necessary.

### **11.2 Materials for substitution of fill rubbles in swampy zones**

The material of substitution to be use in swampy zones will be a material insensible to water, capable to preserve its bearing capacity in a state of saturation and not liable to provoke capillary risings.

Where these materials are lacking, we can use all-in-ballast rubbles.

### **11.3 Materials for fills in zone of purge and mess ground (bourbier)**

One will use the same materials as that for Current fill rubbles.

### **11.4 Materials for fills linked to drainage structures**

The material for fills linked to drainage structures and culverts will be a material insensible to water, capable to preserve its bearing capacity in a state of saturation and not liable to provoke capillary risings.

Where these materials are lacking, we can use all-in-ballast rubbles.

### **11.5 Materials for reloading of the road**

The material use for re-loading of the road will be the special lateritic (graveleux lateritique), capable to preserve its bearing capacity after compaction.

The pile of materials presenting characteristics out of the specifications will immediately be evacuated out of the site.

### **11.6 Box culverts**

The entrepreneur will have to build them up in-situ and they should respect the technical norms foreseen in this PTSN/CCTP

### **11.7 Materials for mortar, mass concrete and reinforced concrete**

#### **Sand**

The sand will come either from the crusher or from a river. The extracted product should have an equivalent percentage of sand greater than 80% and the percentage of very fine elements eliminated by decantation should be less than 4%.

#### **Sand for mortar:**

The proportion of retained elements on sieve 35 (sieve d=2, 5 mm) must be more than 10%.

#### **Sand for concrete:**

The granularity must fit in the spindle (fuseau) below:

AFNOR MODULUS	MESH OF SIEVE (mm)	PASSING AT SIEVE (%)
38	5	95-100

35	2,5	70-90
32	1,25	45-80
29	0,63	28-35
26	0,315	10-30
23	0,16	2-10

The Chief of Service will require that the sands are washed before their use.

The granularity is controlled by the fineness modulus (G/S between 2,2 and 2,8) whose value must not differ of more than 0,20 in absolute value, the fineness modulus of the aggregate for studies.

It will be foreseen a measure of sand for sand equivalent test at delivery of sand on the site.

### **Aggregates:**

They will come from deposits or borrow pits retained by the Contractor and accepted by the control Engineer. The aggregates should be clean (the percentage of elements eliminated by decantation has to be less than 2%) and of granular-metric adapted to their use.

The maximal proportion in weight of the aggregates destined for quality concretes passing through washing at the sieve 0,5 must be less than 1,5%.

Every granular-metric composition is proposed by the Contractor to the agreement of the control Engineer and same for the composition of the concretes.

The granularity of the aggregates is fixed at:

**- for reinforced concretes B 350 or B 400 :** 5/25 mm resulting from the mixture of two the classes 5/15 and 15/25,

**- for concretes B 300, B 250 and B 200:** 5/25 mm resulting from the mixture of three classes 5/15 and 15/25.

The weight of the retained aggregates sieve corresponding to the superior limit of every granularly class is less than ten percent (10%) of the initial weight submitted for the sifting, and the weight of the aggregates going through the corresponding sieve by the lower limit is less than five percent (5%) of the initial weight submitted for the sifting.

### **Mixing Water**

The Contractor shall obtain at his charge clean mixing water for the confection of the concretes. It can, in general, come from water points close to works or rivers, so long as its quality responds the stipulated conditions below. Where there is lack, water coming from other sources (bore pits, wells, etc.) can be used.

The mixing water must be clean, not salty and practically free from matters in suspension and dissolved mineral salts, notably of sulphates and chlorides. The use of water from swamps or peat-bogs is forbidden.

It must respond to the specifications of the norm NF P 18-303.

### **Products for curing**

The products for the curing of concrete are submitted to the acceptance of the Chief of Service, at the time of the study of the composition of the concretes. It is applied to the typical concretes obtain from the suitability test. The result of this one conditions the decision of acceptance.

### **Cement:**

They will be of class CPJ 35 depending on the case and will come from CIMENCAM or from any accepted factory.

### **Steels:**

Steels will come from recognized factories and accepted by the control Engineer. Their supplying is at the entrepreneur's charge. The use of the welded bars is forbidden positively. The transportation of steels does not constitute a separated working post leading to a particular remuneration.

The length and the conditions of storage of the steel reinforcement bars must be submitted to the acceptance of the Chief of Service. These conditions must foresee at the minimum the storage on a floor situated at least 0,30m above the soil, safe from rain and this shelter can be constituted of a tent covering tapeline fibre.

The different types of steels should be separate distinctly FE400 or FE500, ERL215 or ERL235. Their diameters range from 12-16mm for the present project.

## **Article 12 – MASONRY STONES**

The masonry stones planned for the construction of the works will be done in an aesthetics manner and according to the type of the work involved (shape and measurements of the stones, joined etc.) and will be subjected to the respect of the rules of art.

Quarry stones will be put in place on mortar joints after they have been well shaped and watered. The visible faces of the masonries should be regular. The minimal thickness should not be less than fifteen (15) cm.

The finish of the bed joints will be done with the help of a mortar M 450.

The stone works on embankments will only be executed after agreement of the control team notably on the preparation of the bed joints.

The built parts will be put in place from an implantation dimension size received from the control team.

The mortar joint will be measured at four hundred (400) kg of cement per m<sup>3</sup> of sand (M 400).

## **Article 13 – MORTARS AND CONCRETES**

The mortar M 400 will be measured at four hundred (400) kilograms of cement per cubic meter of dry sand.

When the thickness of mortar M 400 to be put in place exceeds twenty (20) millimetres, one will use a micro – concrete measured at four hundred (400) kilograms of cement whose composition will be submitted to the prior acceptance of the control Engineer.

### **CHAPTER III: WAY OF EXECUTING AND ASSESSING WORKS**

#### **Article 14 – GENERAL CONDITIONS OF ASSESSMENT**

Works and benefits are remunerated to the Contractor by application of prices of the slip to the really executed quantities, in accordance with the prescriptions. These quantities must be noted contradictory by the foreman and the Chief of Service and must be approved by the Control Engineer.

The Contractor is supposed to have a perfect knowledge of all conditions and suggestions imposed for the good execution of works, and of all local conditions liable to have an influence on this execution.

#### **Article 15 – CONSISTENCY OF THE DIFFERENT ASPECTS OF WORKS**

##### **SITE INSTALLATION**

This price remunerates at LUMP SUM (FF) the installation on the site as described in the PTSN/CCTP «mode of execution of works “. The lump sum will be paid at seventy percent (70%) as from effective installation on the site; the remaining thirty percent (30%) will be paid after the folding up of the equipment.

##### **REPROFILING WITH LATERITIC**

The Contractor must, after the scarification of the carriageway and the restoration in shape of the materials with a road grader, to proceed the watering and the compaction. He has:

- To avoid the lateral pad accumulation on the low sides and in the ditches;
- To re-establish the system of drainage and the access to the neighbouring dwellings;
- To realise passes with road grader until disappearance of waves ;
- To execute some passes with road grader while avoiding the creation of ribbons ;
- To remove the disconnected stones and to put them outside of the right of way places not hindering the normal out-flow;
- To install a xxxnormalizedxxxnxxx on the caterpillar, flag, rotating light;
- To install an adequate mobile xxxnormalizedxxxnxxx before the building site ;
- To adjust the circulation by the carriers of flag.

##### **RELOADING WITH LATERITIC**

This price remunerates a CUBIC METER (m<sup>3</sup>) of the putting in place on the concerned spots of the circulation layers of selected lateritic materials in respect to the prescriptions of the present PTSN/CCTP, on a thickness fixed by the control Engineer.

It comprises notably:

- the preparation of the borrow pits, the opening and the maintenance of the accesses and perimeter of circulation paths to the exploitation of the pits,
- The opening of borrow pits, including bush clearing, felling of trees, removal of vegetable soil,
- The extraction of the materials, their storage either and others,
- the supplying of the materials on works site including the loading, the transportation not exceeding 5000 m, the discharge and the storage,
- The spreading of the materials in one layer of a minimum thickness of 15 cm after compaction with the suitable equipment,
- The watering or the necessary ventilation to get the required water content,
- The compaction,
- All suggestions linked to the conditions of circulation and the respect of environmental prescription.

The quantity to be taken into account results from geometric calculation done from the transversal profiles implanted on the site.

## **ENROCKMENT IN STONE MASONRY AND MASS CONCRETE**

This price remunerates the execution of the cradle in stone masonry and in mass concrete serving as enrockment to support and protect the basements of the culvert and it heads in accordance with the typical plans from the tender file, and from the execution project according to the specifications of the present PTSN/CCTP.

It comprises notably:

- the supply of the materials including the extraction, the manufacture and the selection of quarry stones, their transportation to the work site,
- the execution of the excavations, whatever is the nature of the land, the loading, the excess rubble transportation whatever is the distance, the discharge in deposits for re-use or final deposit accepted control engineer,
- the production of the mortar at 400 kg of cement per cubic meter and the careful laying of the stone masonry including the wedging, regulating, humidification of quarry stones, the shaping of the joints,
- the production of mass concrete at 350 kg of cement per cubic meter in a concrete mixer (bétonneuse) and the careful laying on the stone masonry including the formwork, wedging, regulating, humidification of mass concrete for curing purposes and formwork removal with concrete vibration,
- All suggestions linked in particular to the environmental prescriptions.

## **CHAPTER IV: PROTECTION OF THE ENVIRONMENT**

### **Article 16 – SITE INSTALLATION**

The Vote Holder will propose to the Contractor, before the beginning of works, the place of his site installation facilities.

The site must be chosen outside of the sensitive zones, in order to limit the bush clearing, the extraction of bushes, the felling of trees. In the zone of the installation of the site, the trimming of trees branches and the felling of trees of which the diameter measured at 1m from the soil is more than 20 cm will be done after previous agreement with the control Engineer.

The site must foresee an adequate drainage of water on the whole of its surface. The maintenance areas and of washing of equipment should be concreted and foresee a cesspool to hold oils and grease. These maintenance areas should have a slope toward a cesspool and toward the inside of the platform in order to avoid the flowing out of polluting products toward the un-covered soils.

At the end of the works, the Contractor will do all necessary works for the restoration of the places. The Contractor should fold up all his equipment, engines and materials. He should demolish all stationary installation, as foundation, support made of concrete or metallic, etc. to demolish the concrete areas, to decontaminate the soil as the case may be, either in a general manner to put back the site in its nearest original state. The Contractor will not be allowed to abandon neither equipment nor materials on the site, or in the vicinity. For the putting in deposit of demolished materials, the Contractor must get the approval of the control Engineer. The materials are to be covered with a layer of ground, and the site is to receive an adequate drainage in order to avoid all erosion.

#### **Article 17 - OPENING OF TEMPORARY BORROW PITS**

The Contractor should ask for any necessary authorizations foreseen by the texts and regulations in force:

- Law 76/14 of July 8 modified and completed by the one of n°90/021 of August 10, 1990
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989
- Decree 90/1477 of November 9, 1990

They will take to his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owners.

In case of the necessity of a new borrow sites, the Contractor should ask inevitably for the pre-agreement of the control team (verbal note put in the obligatory site report register).

The following criteria must be respected:

- Distance from the site to be at least 15 m of the road,
- Distance from the site to be at least 1 00 m from a river, or from a water plan,
- Distance from the site to be at least 1 00 m from dwellings,
- Surface to be opened limited to the strict minimum
- Quality trees (to the appreciation of the control engineer) to be preserved and protected.

The areas of deposits should be chosen in order not to embarrass the normal out-flow of waters and should be protected against erosion. The Contractor should also get for the areas of deposit at the agreement of the control Engineer (obligatory verbal note to be put in the report site register).



If the proposed sites, the method of exploitation and amenities foreseen are not compliant to the environmental instructions, the control engineer shall not give his approval and the Contractor should propose other sites, either to modify the method of exploitation, or to propose amenities compliant to instructions, without him asking for any indemnity.

The Contractor will support all exploitation charges of the borrow pits and notably the opening and the planning of the access tracks of, the bush clearing and the deforestation, the removal of vegetable soil or undesired materials and their putting in deposit out of the limits of the borrow pits, as well as the works of planning concerning the protection of the environment as prescribed.

The Contractor will execute at the end of works, the necessary works to the restoration of the site. These works will comprise:

- the clearing away of open loose materials and the spreading of vegetable soil in order to regulate the flow of water, grass planting and plantations if prescribed,
- The re-establishment of previous natural flow and the planning of offshoot ditches,
- The suppression of the ruined aspect of the site while eliminating thick rock outcropping blocks.

#### **Article 18 - USE OF BORROW PITS OF PERMANENT CLASS**

The Contractor should ask for any necessary authorizations foreseen by the texts and regulations in force and should take at his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owners.

The Contractor will watch during the execution of works:

- The preservation and protection of the trees extraction of materials,
- The works of necessary drainage to protect the materials put in deposits,
- The conservation of the plantations delimiting the borrow pit,
- The maintenance of the access and service tracks.

#### **Article 19 - LOADING AND TRANSPORTATION OF MATERIALS**

For all transportation of materials and equipment, whatever they are, the Contractor should conform himself to the regulation in force, concerning the restrictions imposed to the weights and sizes of engines and convoys plying the public road network and in particular:

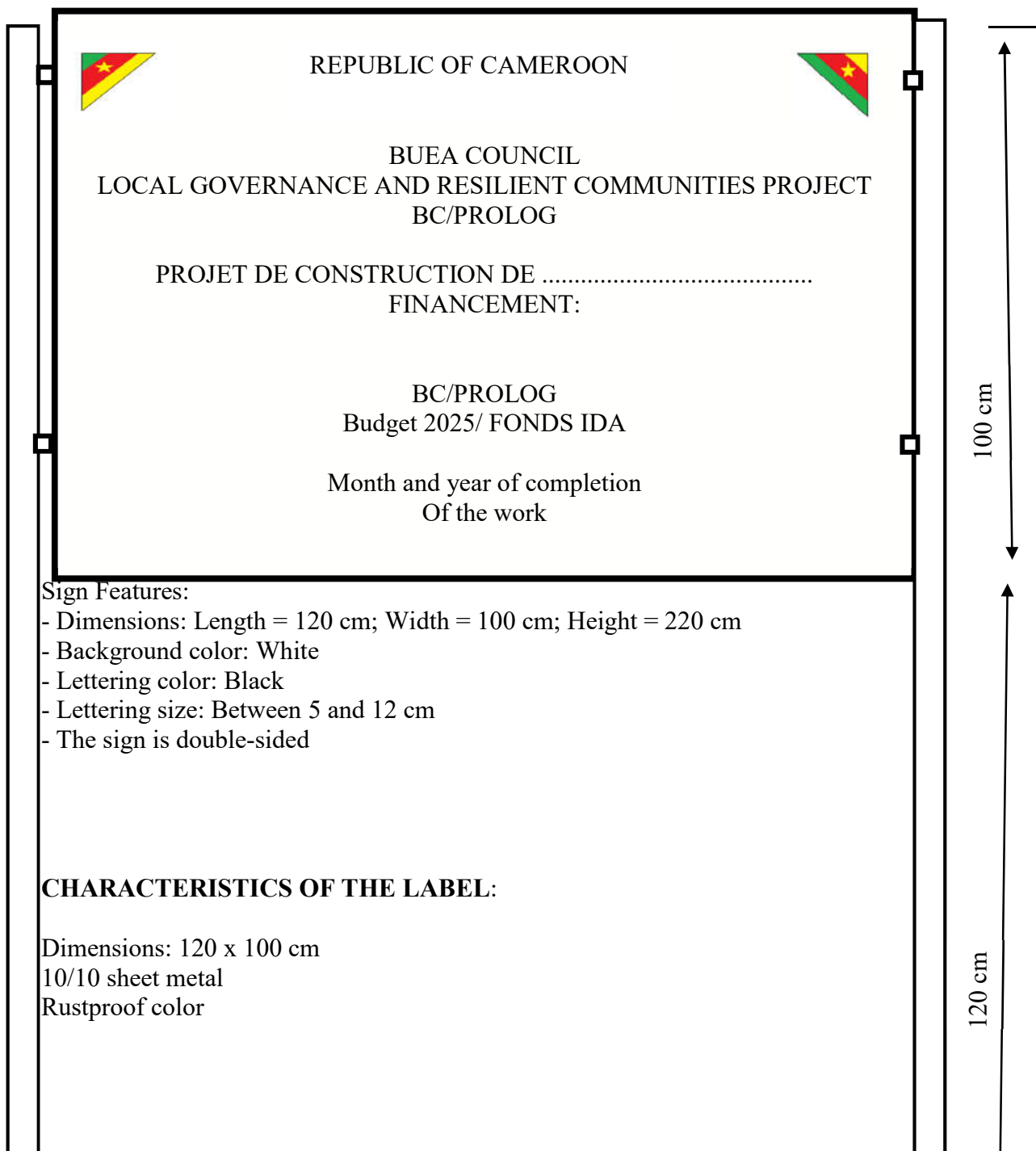
- The maximal load per axle, either for simple or per tandem,
- The dimensions of the vehicles,
- Exceptional convoys of dimensions more than norms must make the object of a previous special authorization,
- the protective measures of the environment (loss of materials under transportation, dusts),
- The Contractor must take all necessary arrangements to limit the speed of the vehicles on the site: installation of road sign boards and carriers of signal flags,
- Regular humidification of the circulation highways in inhabited zones,
- foresee deviations toward tracks and existing roads.

The Contractor must put in place an adequate site xxxivormalizedxxxivnxxxiv system for the ongoing of the works.

## **LABELING**

At the end of the work and before provisional acceptance, a double large metal plaque bearing the labels of the South West Regional ,BUEA Council and PROLOG will be fixed in two places: on either side of the project site. 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

### **CHARACTERISTICS OF THE LABEL:**

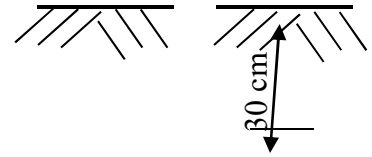
Dimensions: 120 x 100 cm  
10/10 sheet metal  
Rustproof color

Light background (white, light yellow)

Letters in black/green/red

Letter height: between 5 and 10 cm.

Ground distance



# MODEL ENVIRONMENTAL AND SOCIAL SPECIFICATIONS (CCES)

## LIST OF ACRONYMS AND ABBREVIATIONS

AIDS	Acquired immunodeficiency syndrome
BIT	International Labour Office
BROKEN	Sexual harassment
CCES	Environmental and Social Clauses
CCTP	Special Technical Specifications
CGES	Environmental and Social Management Framework
CPPA	Planning Framework for Indigenous Peoples
CPR	Resettlement Policy Framework
E&S	Environmental and Social
EAS	Sexual Exploitation and Abuse
EPC	Collective Protection Equipment
ESHS	Environmental, Social, Health and Safety
ESMPS	Environmental and Social Management Plan
GBV	Gender-Based Violence
HIMO	High Labor Intensity
HIV	Human Immunodeficiency Virus
IST	Sexually transmitted infections
km/h	Kilometre/hour
MGP	Complaint Management Mechanism
MGPT	Worker Complaint Management Mechanism
MINEPDED	Ministry of the Environment, Nature Protection and Sustainable Development
NC	Nonconformity
NES	Environmental and Social Standards
PCS	Social Communication Program
PEE	Environmental Engagement Plan
PGMO	Workforce Management Plan
PHSE	Health, Safety and Environment Plan
PMU	Project Management Unit
PPE	Personal Protective Equipment
PPMP	Stakeholder Engagement Plan
SDS	Safety Data Sheet
SST	Occupational Health and Safety
STD	Sexually transmitted disease
VCE	Violence Against Children
WHO	World Health Organization

XXXX

CONSTRUCTION OF REINFORCED CONCRETE GUTTERS FROM  
GOVERNMENT PRIMARY SCHOOL WOVILLA TO NGALIPHAZEH TO MOKI'S  
GARAGE (750ml)

## I. INTRODUCTION

This model Environmental and Social Clauses is related to THE CONSTRUCTION OF REINFORCED CONCRETE GUTTERS FROM GOVERNMENT PRIMARY SCHOOL WOVILLA TO NGALIPHAZEH TO MOKI'S GARAGE (750ml)

**The model 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 works.**

The Contractor will be responsible for the execution of the works according to the requirements and good practices presented in the Environmental and Social (E&S) documents of the project which reflect not only the regulatory requirements of Cameroon but also the provisions of the Environmental and Social Standards (ESS) of the World Bank (Project Funder). In the event of any discrepancies or gaps between Cameroonian legislation and the World Bank's Environmental and Social Standards, the latter will prevail. These provisions list all the environmental and social obligations to be implemented by the Contractor from the service order for the start of the works to the final acceptance of the works by the Project Owner or his delegate.

The Contractor and the Principal Contractor shall ensure that this sample CCES is adapted to the context of the work corresponding to the contract in question, by adjusting to the environmental and social instruments of the project which may provide details on the state of play of the project area, as well as the risks and special situations not mentioned in this CCES.

## II. GENERAL OBLIGATIONS

### II.1. Contractor's Responsibilities (Contractor and Subcontractors)

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

1. It must prepare, before the actual start of the field work, the ESMP-Site in accordance with the obligations of the CCES and with the World Bank's Environmental and Social Standards;
2. He must implement the ESMP-Site during the entire period from the signing of the contract to the final acceptance of the works by the Project Owner or his delegate;
3. It must equip itself with a dedicated team 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 actions in the event of non-compliance and the prevention of non-compliance,
  - (iv) adequate and timely communication between the various parties involved;
4. It must ensure compliance with Good Environmental, Social, Health and Safety (ESHS) practices including aspects relating to the prevention and management of GBV/EAS/HS incidents in the workplace and in communities, as well as the

management of complaints and grievances related to the project;

5. He must know, comply with and ensure compliance with all regulations, laws, decrees, standards and other governmental provisions of a socio-environmental nature, including those corresponding to national and municipal areas which, in one way or another, are related to the works 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, standards presented in the following environmental and social texts, subject to these specifications, are as follows:

- Framework Law No. 96/12 of 5 August 1996 on environmental management, which provides in particular for the treatment of discharges by companies and the protection of receiving environments and penalties for damage to the environment;
- Law No. 94/01 of 20 January 1994 on the regime of forests, wildlife and fisheries, which sets the framework and conditions for the felling of trees belonging to the permanent or non-permanent forest domain;
- the 1998 law on establishments classified as dangerous such as quarries;
- Law No. 98/005 of 14 April 1998 on the water regime;
- Law No. 96/67 of 8 April 1996 on the protection of the national road heritage,
- Law No. 2016/017 of 14 December 2016 on the Mining Code, which governs the conditions for the opening of quarry sites and laterite loans;
- Act No. 85/09 of 4 July 1985 on expropriation in the public interest and the terms of compensation;
- Act No. 92/007 of 14 August 1992 on the Labour Code, which lays down the conditions of employment, health and safety at work;
- Decree No. 2013/00171/PM of 14/02/2013 on environmental impact studies, which may involve compensatory measures to be paid by entrepreneurs;
- Decree No. 2012/2809/PM of 26 September 2012 laying down the conditions for sorting, collecting, storing, transporting, recovering, recycling, treating 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 laying down the modalities for the protection of the atmosphere;
- Decree No. 2011/2583 of 23 August 2011 regulating noise and odour pollution;
- Decree No. 2003/418/PM of 25 February 2003 setting the compensation rates to be granted to owners who are victims of the destruction of cultivated crops and trees in the public interest. Can be used as a basis for the valuation of assets in the event of accidental destruction or occupation of temporary sites by contractors;
- Decree No. 2022/5074/PM of July 4, 2022, setting out the procedures for controlling 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 draw up internal regulations and put in place codes of good conduct, applicable to all employees and subcontractors;
9. He must take responsibility for any claims related to the lack of respect for the environment.

## **II.2. Commitments of the project management**

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

The Project Manager (a) may at any time have the means used to verify compliance with the regulations and environmental requirements indicated in the CCES carried out at any time; (b) collects the registration and monitoring documents provided for in the organizational plans; (c) prepares the compliance sheet and approves the monthly, quarterly or semi-annual technical reports of the contractor's activities; (d) prepare monthly, quarterly or semi-annual monitoring activity reports and the final evaluation report.

## **II.3. Internal rules of the contractor**

The Contractor must display internal regulations in a visible manner in the various facilities of the remote site specifically prescribing: the prohibition of poaching; compliance with environmental requirements, hygiene rules and safety measures. The said regulation must be signed by the contractor and made available to the Labour Inspector with territorial jurisdiction. During recruitment; Each employee must be made aware of the main lines of these internal regulations.

## **II.4. Controls, notifications, management of non-conformities 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 the implementation of the CCES is monitored by the Project Manager, as the case may be, through the advice of its environmental, social, health and safety manager or a qualified technical manager whose skills in the environmental and social field are proven. This control is carried out during site visits where corrective actions are directly addressed to the contractor. Depending on the nature of the activity implemented, this control can be daily, weekly or monthly. The findings are transcribed in monthly, quarterly and semi-annual monitoring reports.

#### **II.4.2. Notification of non-conformities**

The Project Manager shall notify the Contractor in writing of all cases of failure or non-performance of environmental and social measures. The Contractor must rectify any breach of the requirements duly notified to him by the Project Manager. The resumption of work or

additional work resulting from non-compliance with the clauses is the responsibility of the Contractor.

#### **II.4.3. Management of non-conformities**

Non-conformities detected during inspections carried out by the Company or the Project Manager will be dealt with in a manner appropriate to the seriousness of the situation. Non-conformities will be defined as deviations from the requirements of the regulations in force, this CCES, the CGES, and the ESMP-projects. Non-conformities will be divided into 4 categories:

- a) **The Observation Notification**, for minor non-conformities such as the abandonment of household waste in the open air. This level only entails a 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 on an Activity Zone, at least three (03) times or the failure to take into account the Observation Notification by the Contractor, within a period of six (06) working days raises the Observation Notification to the level of non-compliance of level 1.
- b) **Level 1 non-conformance** : for non-conformities that present a moderate and non-immediate environmental, social, health or safety risk, such as the non-constant wearing of full Personal Protective Equipment (PPE). The non-conformity shall be notified in writing to the Contractor and shall be resolved within five (5) business days. The Contractor will send the Project Manager proof of resolution of the problem. After a visit and a favourable opinion, the Project Manager validates in writing the closure of the non-conformity. In all cases, any Level 1 non-compliance not corrected within a period of more than five (5) business days will be elevated to Level 2.
- c) **Level 2 non-compliance**: applicable to any non-compliance that presents an immediate moderate risk or with significant consequences on the environment, social, health and safety at work such as the non-existent first-aid box and first aid kit, lack of awareness on the spread of STI/HIV/AIDS, storage of waste (batteries, filter, etc.) on non-waterproofed soil. The same procedure as that for level 1 non-conformities is applied. The resolution must be made within three (03) working days. Any Level 2 non-conformance not corrected within a period of more than three (03) working days will be elevated to Level 3. For non-compliances such as deforestation without authorization 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 non-correction within ten (10) days will result in its elevation to level 3;
- d) **Level 3 non-compliance**: applicable to major non-compliance presenting risks or having led to major environmental and/or social damage such as the spillage of hydrocarbons on the ground, the open burning of plastic and pneumatic materials, filters, batteries, etc. death or partial or complete loss of a person's physical abilities, loss of means and GBV incidents (EAS/HS/VCE). In the event of EAS/HS, the



company's GBV focal point or the acting manager must immediately refer the matter to the GBV focal point of the project manager and the project owner (here being the CDO). The GBV Manager of the project owner 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 so requires, the Project Manager may order the suspension of the work pending the resolution of the non-conformity.

#### **II.4.4. Conditions for suspension of work**

At the end of each month, the Project Manager will carry out an assessment of the environmental and social management of the site, based on the non-conformities notified during the period and on the contractor's responsiveness in resolving these non-conformities. This evaluation will lead either to a favourable opinion or to reservations or even penalties, in the event of flagrant non-compliance with environmental and social obligations, or deliberate non-resolution of the non-compliances detected and notified.

In the event of a serious failure of the contractor (Level 3 Non-Conformity), the Owner will have the possibility to suspend activities at the site concerned without financial implication for the Owner until the corrective measures are properly implemented.

### **II.5. ARRANGEMENTS PRIOR TO THE EXECUTION OF THE WORKS**

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

The Contractor, depending on the size of the work, must appoint an Environmental Manager, a Social Manager and on the basis of and after prior notice of no objection from the PMU and the Bank for the implementation of the ESMP on site. He/she will be permanently based in the Main Business Park for the entire duration of the work. This person must be at a sufficient hierarchical level in the Contractor's organization to stop the work if he deems it necessary in the event of level 2 or 3 non-conformity, and to mobilize the machinery, personnel and equipment to implement any corrective measures deemed necessary.

#### **II.5.2. Environmental and Social Management Plan for the site (ESMP-SITE)**

The Environmental and Social Management Plan for the site (ESMP-Chantier) is the single reference document where the Contractor defines in detail all the formalized and technical measures that it implements to meet the obligations of the CCES. The ESMP covers the entire period from the date of signature of the Contract to the date of issue of the Certificate of Good 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 presented to the Contracting Authority, at the latest 30 days before the start of the work. The ESMP will be formalized by the Contractor after taking into account the observations of the Contracting Authority/Delegated Contracting

Authority, which will be sent to him no later than 20 days after receipt of the provisional document and its final version will be submitted to the Contracting Authority no later than 10 days before the start of the works. The approved plan will constitute the charter for environmental and social issues throughout the construction period.

No physical work or activity shall commence on an Activity Zone until the ESMP has been approved by the Project Manager. During the execution of the work, each time the Project Manager gives the instruction, the ESMP-site will be updated by the Contractor and sent back for approval. The revised version should highlight the new elements introduced in the document.

The content of the ESMP-site to be prepared by the contractor will be structured in accordance with the size of the work and at least by the elements presented in Appendix 1 of this document.

### **III.EXECUTION OF THE WORK**

#### **III.1. Kick-off meeting**

Before the start of the works, the Contractor and the Project Manager, under the supervision of the Project Owner, must organize meetings with the authorities, representatives of the populations, including women, located in the project area and the competent technical services, to inform them of the nature of the work to be carried out and its duration. Of the routes concerned and the locations likely to be affected. This meeting will also allow the Project Owner to collect the observations of the population, to raise their awareness of environmental and social issues and their relations with the workers.

#### **III.2. Access and installation of the site**

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

Access to the site for the needs of the site must be done in such a way as to limit disturbances and security risks. To this end, the Contractor must define the most optimal access route in view of the above-mentioned concerns.

The access roads will have to be maintained by the companies using them (sweeping possible at the request of the project manager).

Maintaining water flows in good permanent condition will be subject to increased vigilance.

The provision of equipment for watering the tracks and their maintenance may also be ordered by the project manager. It will be ensured, in each of their sectors and for all stakeholders, by the companies holding the various lots.

Each holder of a contract lot will have to take charge of the specific operations of securing and protecting the environmental site that concerns him.

Their offers will therefore include the expenses relating to these services to preserve access conditions.

#### **III.2.2. TRAFFIC**

In the event that the work passes near sensitive areas, precise identification and staking on the site of the latter will be carried out before the start of the work in the presence of the Project Manager, a representative of the earthmoving company and an environmental specialist.

These preventive measures will make it possible to limit the impact of the site on the environment as much as possible and thus avoid irreversible damage to the most sensitive natural environments.

No traffic is allowed in the wetland with high environmental stakes, materialized on the attached graphic document.

When removing machinery from the construction site area in an asphalt traffic area, all precautions must be taken by the contractor (cleaning basin for example) so as not to pollute these roads.

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

The Contractor shall submit to the project proponent an installation plan and the location of the site facilities. The size of its facilities is determined by the volume and nature of the work to be carried out, the site personnel, the number and type of machinery. The site installation plan must take into account the following developments and protection measures:

- The boundaries of the site selected must, if possible, be at least a distance of:
  - o 30 m from the road;
  - o 200 m from a lake, stream or swamp/flood zone;
  - o 100 m from the houses.
  - o Where it is not possible to meet these three requirements, the Contractor shall present the measures it intends to put in place to avoid any inconvenience on the elements considered for the approval of the Contractor Engineer.
- Clearing and felling trees should be avoided or limited. Useful or large trees (diameter greater than 50 cm) are preserved and protected.
- Traffic lanes must be compacted and watered periodically.
- The site must provide adequate drainage of rainwater over its entire surface by avoiding stagnation points.
- The right-of-way of the site facilities must be marked by a HERAS or similar type fence.

During the execution of the contract, the Contractor shall draw up and submit the following documents to the Project Manager within a period in accordance with the Special Administrative Clauses before the installation of the sites:

- the location of the land that will be used;

- a list of agreements made with the owners and current users of these areas and evidence 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 different areas of the site, the planned locations and a description of the planned developments;
- a detailed site environmental protection plan for the remote site, before starting construction;
- the amended waste management plan;
- a description of the measures planned to avoid and combat pollution and accidents such as pollution of the soil, groundwater and surface water, fires and bush fires, road accidents;
- a description of the planned health infrastructure and its organization;
- a list of measures planned to ensure the supply of food (meat, fish,...) and wood to workers and those planned to promote the purchase of local products from the project area, with the exception of bush meat, as well as a firm ban on the contractor's staff from interfering in the trafficking of wildlife and forest products;
- the plan for the redevelopment of the areas at the end of the work;
- articles of the site regulations dealing with respect for the environment, waste, actions planned in the event of an accident, obligations in terms of vehicle driving, vehicle repair and maintenance, etc.

#### **III.2.4. Permit and 8ormalized8n8 before works**

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

#### **III.3. Freeing up rights-of-way and identifying networks**

The Contractor must be aware that the public utility perimeter related to the operation is the perimeter likely to be affected by the work. Work can only begin in the areas concerned by private rights-of-way when they are released following an acquisition procedure that is the responsibility of the Government/Borrower

Before the start of the work, the Contractor must instruct a procedure for identifying the concessionaires' networks (drinking water, electricity, telephone, sewer, etc.) on a plan which will be 8ormalized by a Minutes signed by all parties (Contractor, Project Manager, concessionaires).

### **III.4. Provisions applicable to the installation of the site and throughout the execution of the work**

#### **III.4.1. Weekly environmental and social inspections**

In addition to his own inspections, the E&S manager will also carry out joint E&S inspections of the Business Zones with the Project Manager. Each inspection will give rise to a written report in a form approved by the Project Manager, of the situations of non-compliance with the CCES observed in the Activity Zone. In these reports, non-conformances are visually illustrated by digital photograph captioned so that the location, date of inspection and degree of non-conformance illustrated are explicit.

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

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

The Contractor shall submit to the project owner a monthly E&S activity report summarizing all the E&S actions implemented for the conduct of the works during the previous period.

**Incidents and accidents.** The company shall immediately notify the PMU of any incident or accident within 48 hours of becoming aware of the incident or accident, in accordance with the template provided in Annex **XXXX**.

Subsequently, a detailed report of the incident or accident within a time limit set by the Bank following the initial notification, which also proposes any measures to prevent its recurrence, will be drawn up (in accordance with the template provided by the Bank).

The E&S activity report will be submitted no later than 7 working days after the due date of the relevant month. It will contain at least the following information:

- A situation on the staff assigned to the work (status of contracts, representation (gender, local populations, indigenous peoples if applicable, etc.), regularization of remuneration, etc.),
- Presentation of the E&S staff 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, level of severity and description of the corresponding cause analysis and corrective actions implemented;
- Description of actions taken during the month to comply with the CCES;
- Description of the actions undertaken with the actors external to the work: local populations, local authorities, government agencies;
- Results of the monitoring of the following indicators:
  - Availability and quality of drinking water;
  - Management of hazardous and non-hazardous solid waste;
  - Air and noise emission management;
  - State of the Business Zones

- Statistics on the recruitment of contract workers and community workers: number and type of position, number of women recruited locally, number of young people, number of vulnerable people, number of hours worked by all of the Entrepreneur's community staff;
- Health & Safety statistics: number of fatal accidents, number of accidents with lost time, number of accidents without lost time, accident frequency rate, serious illnesses, serious misconduct by the Contractor's staff (sheet attached as an appendix to the activity report, including the analysis of the corresponding causes and the corrective measures applied.
- Follow-up of formal or informal complaints (negative media coverage, strikes or industrial disputes, protests, complaints from communities, NGOs or workers or formal notification from the authorities, etc.) relating to the E&S risks and impacts of the works; including the analysis of the corresponding causes and the corrective measures applied;
- Assessment of the training activities (subject, number and duration of sessions, number of participants;
- Provisional E&S action programme for the coming month.
- Monitoring of the implementation of the company's VBG/VCE/EAS/HS action plan resulting from the ESMP.

**Quarterly Reports:**

It will be integrated into the activity report for the construction or installation of infrastructure, summarizing the Environmental and Social activities of the past quarter on the basis of performance indicators identified in the ESMP – site. Quarterly reports are due no later than 14 days after the end of the quarter.

Regarding the notification of ESSS events, the project manager is informed, within one hour of the event, of (i) any serious bodily injury to a member of staff, a visitor or any other third party, caused by the conduct of the works or the 10ormaliz of the Contractor's personnel, or (ii) any significant damage to private property, or (iii) any significant damage to the environment. He is also informed, as soon as possible, of any accident related to the conduct of the works which, under slightly different conditions, could have caused bodily injury to persons, damage to private property or to the environment.

**Semi-Annual Report**

The semi-annual reports on the implementation of the ESMP must be drawn up and submitted to the Ministry of the Environment, Nature Protection and Sustainable Development (MINEPDED) and to the Departmental Monitoring Committees for ESMPs established by the regulations in force.

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

The Contractor describes its Health and Safety management system in the ESMP-site, at the level of the Health & Safety Plan section. The said plan identifies and characterizes:

- All safety and health risks related to the conduct of the work;

- The measures for the prevention and protection against risks provided for the conduct of the work, distinguishing, where appropriate, measures concerning men and women;
- The human and material resources involved;
- Work requiring work permits, and emergency plans to be implemented in the event of an accident.
- The following risks will need to be given special attention:
  - Risks related to exposure to nuisances;
  - Risks related to traffic accidents;
  - Risks related to the opening of trenches for the laying of foundations and pipes;
  - Risks related to manual and mechanical handling;
  - Risks related to lack of hygiene;
  - Risk of falls;
  - Toxic risks;
  - Risks of not taking measures to protect against COVID19
  - Risks of electrification/electrocution.

#### **❖ Weekly and daily health and safety meetings**

The Contractor shall normalize, at least once a week or at another frequency approved by the Project Manager, a health and safety meeting on the site where an activity is carried out, with all the employees assigned to this Activity Zone. Accidents and incidents in the past week are described and feedback is valued. Improvement actions are identified, documented, and evaluated until they are resolved. The project manager is the recipient of their reports.

The Entrepreneur shall normalize, in teams, daily before the start of activities, a health and safety update on all the Activity Zones where an activity takes place. The meeting establishes the health and safety risks associated with the tasks and activities of the day and the prevention and protection measures. These meetings give rise to reports.

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

The works covered by the contract will give rise to an information and awareness-raising campaign for local populations and stakeholders on:

- The nature and schedule of the work;
- The people to be recruited and the procedures to be implemented for recruitment;
- STDs and STI HIV-AIDS;
- Prevention of GBV/AES/HS/VCE
- The participation of local residents in the various meetings;
- The protection of road heritage;
- The durability of the structure to be built.
- Health and safety risks during the post-work period

The Contractor will conduct its information and awareness-raising and capacity building activities under the supervision of the Project Manager and the approval of the Project Owner/representative. These activities will include, but are not limited to:

- Prepare a communication plan to be submitted to the Project Manager for approval,
- Organize at least one training of trainers workshop on the fight against poaching, illegal logging, unsanitary conditions and pollution of waterways, the fight against STDs and HIV/AIDS.
- Prevention of GBV/AES/HS/VCE
- Produce communication materials,
- Prepare reports.

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

##### **IV.1. Maintenance and waste management**

During the duration of the project, the Contractor will ensure that the entire site and its surroundings are kept in a good state of cleanliness and that the waste generated 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 hand it over to approved buyers;
- Clearly identify and delineate disposal areas and specify what materials may be deposited in each area;
- Control the placement of all construction waste (including ground excavations) in approved disposal sites (>300 m from rivers, streams, lakes or wetlands);
- Place all waste, metals, used oil, and excess materials produced during construction in authorized areas by incorporating recycling systems and material separation;
- The Contractor shall take the necessary measures to avoid dispersion by wind or rainwater, for example, before the disposal of waste;
- The products of the stripping of the Earthworks rights-of-way will be deposited and possibly reused,
- The transport of soil within the land to the sites to be backfilled or its evacuation to public landfills;
- Minimize waste generation during construction and reuse construction waste where possible;

The following measures must be taken for the maintenance of the site:

- Identify and delineate areas for maintenance equipment (away from rivers, streams, lakes or swamps);
- Ensure that all maintenance equipment activities are carried out within the delineated maintenance areas;



- Never dispose of oil or pour it on the ground, in waterways, low-lying areas, cavities in disused quarries.

The Contractor must avoid any discharge of wastewater, waste water, hydrocarbons, and pollutants of any kind, into surface or groundwater. The discharge and drain points will be indicated by the Contractor.

The Contractor must deposit household waste in waterproof bins that must be emptied periodically. In the event of evacuation by the site trucks, the skips must be watertight so as not to let waste escape. 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 direct the waste, if possible, to existing disposal sites.

Particular attention will have to be developed for the management of specific waste, whether solid or liquid. The contractor will have to identify the treatment channels for the said waste and sign agreements with approved service providers in the sector. The PMU will give itself the right to visit the operator's facilities to be sure of their ability to properly manage this electrical and electronic waste. At the end of each month, a report on the quantities of waste will have to be produced.

#### **IV.2. Preventive measures against noise pollution and dust emissions**

The Contractor will pay particular attention to limit any noise nuisances. To this end, he must comply with the noise thresholds prescribed by law.

He will ensure that the use of noisy equipment is limited to what is strictly necessary and will stop those that are not in use (generators for example). Except in cases of emergency, noise pollution (machinery, vehicles, etc.) near homes will be prohibited from 7 p.m. to 8 a.m. as well as on weekends and public holidays.

Contractor's personnel working at workplaces where noise levels are above the acceptable standard must undergo hearing tests at frequencies defined by the occupational physician and in case of concern, the employees concerned must be medically cared for at the Contractor's expense. These tests must also be done before the termination of the contracts.

During the execution of the works, to combat dust and inconvenience, the contractor must limit the speed of traffic related to the construction to 24 km/h in the streets, within a radius of 200 meters around the construction site and limit the speed of all vehicles on the site to 16 km/h.

#### **IV.3. Storage and use of potentially polluting substances**

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

- limitation of stored quantities;

- formalize storage, on a site or in a manner that does not allow access to a person outside the site;
- handling by responsible personnel equipped with PPE;
- the storage site is marked by a sign indicating the nature of the hazard.
- The storage of liquid chemicals will be done on retention to prevent accidental spills and soil pollution;
- The chemicals used must be equipped with a safety data sheet (SDS) to be displayed at the storage site.

#### **IV.4. Fuels and lubricants**

In the event that the contractor uses fuels and lubricants in the yard, the lubricants shall be stored in watertight containers placed on level, clean and stable ground. The containers will be isolated from the ground by plastic sheeting or absorbent material (sand or sawdust) to allow the recovery of any accidental discharges. As for fuels, they will be stored in tanks in a space set up according to standards. The tank must be placed in a watertight drip tank, the volume of which is at least 2/3 of that of the tank, in order to be able to contain the liquid in the event of an accidental spill. The whole must be covered and associated with fire-fighting devices (fire extinguishers, sandboxes). At the end of the work, the 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 legal nature of their use and the project manager will notify the competent technical services for formalized and possibly the prescription of precautionary instructions.

#### **IV.6. Management of accidental pollution**

In the event of accidental pollution, the Contractor shall notify the project manager without delay. Depending on the component of the environment affected by the pollution, the competent technical services will be notified. The Contractor will take all necessary measures to put an end to the cause of the problem and to proceed with the treatment of the pollution. The prescribed precautionary instructions must be implemented quickly. Buffers will need to be available at sites to absorb small spills.

#### **IV.7. Principle of intervention following accidental pollution**

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

- Avoid contamination of the soil by sprinkling specific absorbent products;
- In the event of proximity to a water source (wells, rivers, etc.), avoid contamination of water by blockage, dam, earthen dike, at first;
- Excavate the polluted soil at the right of the infiltration surface;

- Treat polluted parts in an environmentally sound manner (landfilling, burial, incineration, depending on the nature of the pollution).

#### **IV.8. Protection of natural areas against fire**

The regulations in force (Forest Code) will be strictly applied. In general, the use of fire is prohibited on the site unless an express derogation is granted by the project manager within the limits of the permissions laid down by the national regulations in force. In this case, the Contractor will observe the following minimum instructions:

- Burning allowed only in light winds;
- Site previously cleared over a radius of twenty metres;
- Fire under constant supervision by a competent person armed with fire-fighting equipment;
- In the event of a spread, rapid alert of the emergency services and the project manager by any means;
- Total extinguishing of the fireplace at the end of the burning. Covering with earth is prohibited.

#### **IV.9. Conservation of the landscape integrity of the site**

No damage will be made to vegetation located outside the right-of-way of the structures, accesses or planned work or storage areas. In addition, protective measures on protected or rare species should be taken.

Only the felling of trees formalized by the forestry service is tolerated (comply with the provisions of the forestry code in the event of tree felling or deforestation). Penalties are incurred in the event of unauthorized felling of trees or the destruction of the site's vegetation. In the event of deforestation, the felled trees must be cut down and stored. The local populations must be informed of the possibility they have of being able to dispose of this wood at their convenience. Trees that have been felled must not be left in place, burned or felled under the earthworks.

The Contractor should carry out a compensation planting after the work in the event of deforestation or felling of trees.

The materials used for the work (sand and gravel in particular) must come from quarries and sand pits formalized and controlled by the mining service. In accordance with the provisions of the mining code, quarries and loan sites must be rehabilitated.

The restoration of the premises before the site is withdrawn may be imposed in the event of significant modification of the site.

Any area of environmental sensitivity must be bypassed by the project (e.g. seasonal flood zones). Also, all precautions must be taken to preserve water points (wells, springs, fountains, ponds, etc.).

#### **IV.10. Protection of biodiversity**

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

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

- Prohibit the opening of borrowing areas and deposit areas in the area of the said parks;
- Prohibit the search for timber (boards, stakes and stakes) in the area of the said parks as well as their buffer zones;
- Prohibiting the consumption, hunting and transport of bushmeat by site personnel;
- Avoid the installation of certain road equipment, in particular rest areas, toll booths and weighing stations within national parks and their buffer zones;
- Obtain authorizations to search for borrowed cottages in the domains and buffer zones according to the park's zoning plan;
- Collaborate with park conservators in the choice of areas that can be dedicated to the exploitation of borrowing areas, even in critical situations of lack of materials;
- Plan, in collaboration with the conservators of the national parks, work in the vicinity of the parks, taking into account the places and periods of passage of the animals during their seasonal migrations;
- To build tunnels or footbridges, as the case may be, for the crossing of wild animals with the collaboration of the curators who control the crossing points of these animals;
- Install signage by physical materialization at the entrances and exits of the parks, as well as at the crossing points of the animals;
- Facilities such as speed bumps can be made at these points in order to reduce the speed of motorists.
- Develop communication plans, and training/awareness sheets/posters in conjunction with conservationists for the direct and indirect beneficiaries of the road. The said documents must highlight the protected species of the project, the repressive and regulatory provisions. Awareness campaigns will be carried out by the safeguarding team for the benefit of the work staff, and by a local NGO for the benefit of the local populations
- Adopt education and awareness-raising measures for staff and subcontractors, as well as project management to preserve the resources of the parks.

#### **V. MANAGEMENT OF SOCIAL RISKS AND IMPACTS: PLAN/PROGRAM/MEASURES TO MANAGE SOCIAL RISKS AND IMPACTS**

The Contractor must establish a detailed program for the social management of the site. The said detailed programme must contain the following Plan/Programme/measures:

### **V.1. Manpower Management Plan/Programme/Measures**

In its ESMP-Site, the Contractor will have to describe its workforce management procedures adapted to the work and activities, and in accordance with the Project Work Management Procedures Manual (if the Project does not have it, the Contractor will have to prepare them). These procedures will describe how the Contractor's workers will be managed, in accordance with the requirements of national law and the World Bank's NES No. 2. They will indicate how this SEN will apply to the different categories of workers of the contractor.

The principles to be followed in the development of procedures are as follows:

- All workers will be informed of the terms and conditions of employment and employment upon hiring;
- All workers, even temporary workers, will benefit from an employment contract and certificates of completion/certificate of service. The Contractor must document and provide each worker when hired, in a clear and understandable manner, with information regarding his or her rights under the labour law, including rights to wages and benefits;
- The law is explicit on the remuneration system, working hours and rights of the worker (including promotions, paid leave, sick leave, etc.), the freedom to join a legally constituted trade union formalized;
- The Contractor's employees will be informed of all withholdings and deductions at source that are made from their remuneration in accordance with the provisions of the laws and regulations in force;
- The Contractor shall provide all newly recruited workers with all the necessary information and inform the staff of any changes that may occur during the course of the contract;
- Wages, working hours and other specific provisions are recorded in the employment contract;
- Occupational health and safety measures will be applied to the project. The Contractor is responsible for their implementation;
- The Contractor shall keep complete and accurate records of the employment of labour on the project. The records must include the names, ages, gender, number of hours worked, and wages paid of all workers. These records must be summarized on a monthly basis and submitted to the Contractor.
- Project workers will have access to facilities that are appropriate to their working conditions, including adequate canteens and rest areas (where applicable), gender-segregated and well-lit sanitation facilities. In the event that accommodation services are provided to them, policies on the management and quality of housing will be developed to protect and promote their health, safety and well-being and to provide or provide access to them that take into account their physical, psychosocial, gender and cultural needs and measures to prevent SEA/HS risks, such as separate spaces for men

and women, the location of changing rooms and/or latrines in separate, well-lit areas, which can be locked from the inside, etc.

- Workers' organizations: In accordance with national law, the right of workers to form an association, to join an organization of their choice and to bargain collectively without any interference;
- Aspects relating to the protection of the workforce, in particular, child labour (girls and boys) and minimum age and forced labour; A complaint management mechanism will be made available to all workers. The Contractor's Personnel shall be informed of the grievance mechanism at the time of their hiring for the purposes of the Contract and of the measures put in place to protect them from retaliation in the event of recourse to this mechanism. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor Personnel;
- Subcontracting: the Contractor shall include equivalent provisions and redress mechanisms in the event of non-compliance in their contractual agreements with the Subcontractors;
- Social protection conditions (social security, insurance if applicable, etc.);
- Employability (career profile and training);
- The supply of drinking water and water for domestic purposes, taking into account local conditions for workers.

## **V.2. Plan/Programme/Measures to Manage the Influx of Labour**

The Contractor must provide for measures to manage the risks of labour influx into the host community. This includes the risks of social conflicts between the local community and workers from elsewhere, which may be related to religious, cultural or ethnic differences, or based on competition for local resources; unlawful and criminal behavior; impacts on community dynamics based 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, transport, education and social services. Communicable diseases and burden on local health services; an increase in incidents of gender-based violence; increased traffic and related accidents; inter alia.

Including, for example, the recruitment of local labour, thus reducing the number of workers from outside the region and, at the same time, reducing the structure supporting the work (housing, sanitation, waste, etc.) and also avoiding the transmission of the goods passed on and normalized the problems of increased prostitution and violence, inter alia.

The Contractor will provide training to (i) minimize the potential for community spread or exposure to water-borne or vector-borne diseases and infectious diseases due to project activities that may be associated with the influence of the project's temporary or permanent workforce; and (ii) on the code of conduct for workers with the definition of acceptable and appropriate behavior with communities, as well as disciplinary measures.

The Contractor shall not, except as permitted by applicable law, import, sell, give, or otherwise distribute alcoholic beverages or drugs, or permit or permit the importation, sale, gift, exchange, or assignment thereof by the Contractor's Personnel.

### **V.3. Plan/Programme/Measures for the Prevention and Response to Gender-Based Violence: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (HS)**

Workplace SEAS/HS 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/HS, the Bank's environmental and social framework recommends the prevention and mitigation of SEA/HS risks related to the project.

The company's contract will be accompanied by the codes of conduct, the models of which are provided in the appendices to this specification. 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 GBV/EAS/HS/VCE (gender-based violence, sexual exploitation and abuse, sexual harassment, violence against children) risks within the workplaces 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 the code of conduct for managers. These codes commit companies (with their subcontractors, possibly) and their employees to GBV issues.

The action plan to be implemented for the company will be based mainly on the Project's GBV Action Plan, which includes, among other things, community awareness-raising, training of company employees and subcontractors and other stakeholders and the implementation of a complaint management mechanism with a mechanism for complaints related to GBV/AES/SHS in line with the survivor-centred approach.

Contractor Personnel shall be informed at the time of engagement, of the SEA/HS Response Mechanism which includes the principles, practices, roles and responsibilities for the mitigation and management of gender-based violence cases for the Market. Also, he must be informed of the GBV:EAS/HS complaint management mechanism and the measures put in place to protect him against any reprisals for his use. For all other persons (including Owner's Personnel and affected communities), information about this SEA/HS Response Mechanism, including how to submit an allegation or concern as well as measures to protect against retaliation, must be posted, in languages understandable to Contractor's Personnel, the Owner's Staff and the affected communities, in locations that are easily accessible to them.

The MGP's GBV/EAS/HS framework should mainly be used to:

- V. refer the survivor to a GBV Service Provider. Immediately after learning of the complaint, the complaint management mechanism should assist the complaint by referring them to GBV support services for management. To this end, the company must ensure that it is in possession of 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 GBV manager of the project.
- (ii) record the resolution of the complaint. The information kept by the MGP will be documented but will remain absolutely confidential, especially when it relates to the identity of the complainant.

The SEA/HS Response Mechanism should allow for the submission of allegations or concerns in writing, in person or by telephone, with appropriate provisions for confidentiality, and allow for the submission of anonymous allegations. The Contractor must have in place a dedicated person with the appropriate skills, experience and training to receive and investigate such allegations or concerns.

As part of the SEA/HS response mechanism, the Contractor shall maintain and implement ethical and safe processes to investigate and address allegations of SEA and/or HS. These measures should determine the appropriate responses to the allegations of the EAS and/or HS, including the measures set out in Article 5.10 and other appropriate disciplinary measures in the case of the Contractor's Personnel.

Any allegation of SA&A and/or HS received by the Contractor (including through Subcontractor), the Owner or the Project Manager shall be documented and promptly submitted to the other Party and the Project Manager. While maintaining confidentiality regarding the person who suffered the alleged incident, if applicable, documentation and presentation should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), the relationship to the project, gender, age and psycho-medical care of the person who suffered the alleged incident.

Upon receipt of any allegation of SEA and/or HS described above, the Contractor shall immediately apply the SEA/HS Response Mechanism, as described by the Project GBV: SEAS/HS Action Plan which is available at the project management unit level.

#### **V.4. Plan/Programme/Measures to Prevent Damage to People and Property**

The safety measures for personnel on the site and users to be observed are those aimed at ensuring that the health of the personnel working on the site as well as those of the residents living near the site of the site are safe. In this sense, the entrepreneur will have to comply not only with NES No. 2 (Employment and working conditions), but also with NES No. 4 (Health and safety of the population). Among the measures are the wearing of safety equipment by the company's staff on the site, dust control and signage. In order to avoid work 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 anyone on the site. The company is required to provide all these materials on the site in sufficient numbers and the project manager is responsible for ensuring strict compliance with these safety measures.

The Contractor will ensure that any release (liquid, gaseous and solid) that may harm the health of local populations is limited. Similarly, awareness campaigns for the population and employees must be carried out by the company (or a service provider) on health issues (COVID 19, prevention and management of STI/HIV/AIDS, GBV/AES/HS, occupational diseases, malaria, unwanted pregnancies, etc.).

The Contractor will also ensure that the speed limits of the various vehicles and machines (less than 40 km/h). Similarly, it will have to ensure that all temporary diversions are identified in collaboration with local residents, and do not affect sensitive areas. In addition to the signs indicating the site bearing the project references, it is also the responsibility of the Company to install safety signs such as those prohibiting access to the site by strangers or those relating to traffic (exit of trucks, speed limit, attention to works, etc.).

- The following measures must also be taken: Ensure the safety of traffic, pedestrians, livestock farmers and their herds on all sites of work and installations, by means of signage, installation of protections and guardrails, temporary passages, etc. by transferring their traffic to the least dangerous side of the roads under construction;



- Train its staff, especially drivers, to respect pedestrians and herds of animals;
- The trenches will be surrounded by strong barriers if necessary;
- Lighting of the barriers and footbridges will be provided during the night;
- Ensure the imposed signage and guarding;
- Report the work appropriately.
- Ensure the passage of vehicles, unless absolutely impossible;
- The roads shall not be cut off at the same time for more than half of their width;
- Trenches along the roads and engaging the right-of-way of the latter shall not be opened for a length of more than 200 m;
- To protect from any deterioration the walls of local residents, public road structures, such as curbs, bollards, etc., electricity or telephone lines and pipes and cables of all kinds encountered in the ground;
- Maintain in working order, throughout the duration of the work, the existing cables and the existing pipes and installations ensuring the distribution of drinking water or the evacuation of wastewater.
- The Contractor shall not give, barter or otherwise transfer any arms or ammunition of any kind, to anyone, or permit its personnel to do so.

**V.5. Plan/Program/measures for the management of the occupancy of persons of the right-of-way: restriction of access by residents to their residences or businesses and/or easements of way or transit (See also Relocation Plan of sub-projects as applicable)**

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

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

The Contractor must take all necessary precautions to avoid any kind of damage to persons or property of any kind, including properties adjacent to the work, being solely and exclusively responsible for the repair of damage and 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 has been completed and the subsequent release of the areas for the performance of the work has been completed, which is the responsibility of the Contractor. To this end, the Contractor will present the details of the schedule for the execution of the work. The areas to be available for this project are described in the Work Relocation Plan, on the basis of these specifications.

In order to ensure the maintenance of existing services in the areas of direct influence, before the start of the works, the Contractor must ask the project owner to make formal communication with the entities or concessionaires of services (telephony, sanitation, water, distribution and gas) so that they proceed with the relocation of the infrastructures likely to be affected by the works, so as not to harm the user population or the development of the

works. At the request of the Contractor, the project owner shall provide communication assistance to the bodies, entities or services related to the project's area of influence.

The Contractor may not restrict the access of pedestrians and vehicles to their homes and/or businesses during the work, avoiding or not as much as possible. Where the restriction cannot be avoided, a management plan including adequate temporary access and previously agreed with the parties concerned shall be prepared for approval by the Contracting Party. The contractor will implement the plan, once approved by the contractor.

For works requiring a temporary interruption of traffic, the Contractor shall submit to the project owner at least one (1) month in advance its detailed program of work. After approval, the Contractor will be responsible for posting this interruption program wherever necessary, with official information from local authorities and populations (by radio for example). 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 course of the works, it is verified that there is a need for transit or transit services for the works, including information on the type and dimensions in order for the Contractor to proceed with the request to stop the passage.

The contractor is required, throughout the duration of the project and along the entire length of the sections included in his contract, to maintain traffic at his own expense if necessary by carrying out diversions and temporary structures for crossing rivers and watercourses. He may, always at his own expense, and under his responsibility, set up rain barriers to preserve his work. He remains liable until provisional acceptance for any damage, whether caused by his own machines or by a third party.

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

To enable the project to generate positive effects on the host social environment, the Contractor is required to hire (apart from its technical management staff) the most workforce in the area where the work is carried out, in order to promote local socio-economic benefits and reduce the risks of GBV, SBS/SHD and the spread of STDs/AIDS due to the failure to find qualified personnel on site, It is allowed to hire the workforce outside the work area. He will have to comply with the project's workforce management procedure

The Contractor will ensure that:

- Prevent the project from modifying historical, archaeological, or cultural sites;
- Addressing women's concerns and promoting their involvement in decision-making;
- Recruit unskilled labour from the local population as a priority.

The following measures should be taken in the event that objects of cultural or religious value are uncovered during excavations:

- To stop the work immediately following the discovery of any material of possible archaeological, historical, paleontological or other cultural value, to make the finds known to the promoter and to notify the competent authorities;
- Protect objects as much as possible by using plastic covers and take measures to stabilize the area if necessary to properly protect objects;
- Resume work only after receiving permission from the competent authorities.

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

The Contractor will prepare a Social Communication Program (SCP) that will aim to inform the surrounding population about the aspects inherent to the work before it begins. The PCS

will inform the communities (i) of the schedule for the execution of the works and their needs (e.g. restrictions on access times, etc.); (ii) the progress of the works and the scheduling of the opening of new fronts, the need to stop the works or the interruption of traffic; (iii) preventive measures to be adopted to ensure the protection of the environment and the local populations; and (iv) channels and means of communication through which the population can express their doubts, complaints and suggestions.

The SCP will include the production and printing of posters, pamphlets, brochures and other graphic materials, which will be distributed to the community and placed in places where information is accessible to all. Such material must receive the prior approval of the project owner prior to its distribution.

#### **V.8. Complaint Management Plan/Program/Measures: The Complaint Management Mechanism (PMM)**

The Contractor will organize and manage a claims management system for cases that may arise during the execution of the work. The Contractor shall be responsible for registering the complaint in accordance with the PMM of the Project, including the day on which it is carried out, the response and date to the complainant or the derivation of the complaint to the Contractor, if it is not within its area of competence. Likewise, the Contractor will have to provide a mechanism for easy access to the complaints of workers and their organizations, independent of other legal remedies, so that they can express their concerns about working conditions, with a guarantee of return to the plaintiffs, without any retaliation. This mechanism should be linked to the MGPT set up by the Project for Transparency and Efficiency in the Response and Resolution of Grievances/Grievances. To this end, the PMU will be involved in the collection, processing and archiving of complaints/grievances at all levels, in accordance with the MGP and MGPT.

A spreadsheet containing the cases that have arisen with information on treatment and resolution will be presented to the project manager and the project owner on a monthly basis. Complaints, in accordance with the PMM of the Project, can be made in person at the construction site, by means of the telephone provided by the contractor, the telephone and the channels activated by the Project.

The Contractor will disclose the channels for receiving complaints by means of signs to be installed at least on the site and in graphic documents that are easily understandable by all, produced as part of the communication program. On the sites of the works, the information panels on the MGP will be removable for temporary sites and for permanent sites depending on the duration of the work, they will be fixed and placed in frequently visited places and easily accessible to all people with access to the sites (example: the entrance to the construction sites and remote sites, site notice boards, etc.). etc.)

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

The Contractor will systematically record all referrals made to the project owner for cases that do not fall within its scope of resolution coverage. A plan containing the cases that have arisen with the process and resolution information will be submitted to the project manager on a monthly basis.

The Contracting Authority or the Delegated Contracting Authority shall be liable for complaints which are not within the Contractor's remit.

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

At the end of the work, the Contractor must carry out all the work necessary to restore the premises. The Contractor collects all his equipment, machinery and materials. He may not leave any equipment or materials on the site or in the surrounding area. The concrete areas are demolished and the demolition materials deposited on a suitable site approved by the engineer. At the time of withdrawal, the facility's drains are cleaned to prevent accelerated erosion of the site.

If it is in the interest of the Contracting Authority to recover the fixed installations for future use, the Administration may ask the Contractor to transfer to it without compensation the installations subject to demolition during a withdrawal.

After the equipment has been removed, a report recording the restoration of the site must be drawn up and attached to the report of acceptance of the work.

## **VII. ANNEXES**

### **Appendix 1: Content of the ESMP-site**

- 1) Description of the activities likely to generate environmental and social risks and impacts for the sub-project in question ;**
- 2) Description in the light of the receiving environments, of the environmental and social risks and impacts, hygiene, health and safety at work, of the EAS/HS aspects (This description of the activity zones must present the inventory supported by a photo before the start of operation) to be managed.
- 3) The Contractor documents the situation of all the areas, from a constant point of view and from a constant angle, with the help of colour, dated and georeferenced photographs, before the start of the work, at each considerable progress of the work, and until its provisional acceptance.
  - 4) E&S Risk and Impact Mitigation Measures: procedures and plans to be postponed (frequency) as follows:
    - appropriate procedures for the storage, collection, transport and disposal of hazardous wastes;
    - Preventive measures against noise pollution and dust emissions;
    - Principles of storage and use of potentially polluting substances;
    - Measures to protect natural areas against fire;
    - Procedure for managing non-conformities;
    - Solid Waste Management Plan;
    - Incident investigation procedures;
    - Hygiene, health and safety plan. A health and safety plan will be an integral part of the ESMP-Chantier for the safe deployment of activities on the site; as such, in the said plan, the Contractor shall:
      - Identification of safety, hygiene and health hazards including exposure of personnel to chemicals, biological hazards, physical hazards, etc. ;
      - A description of work methods to minimize hazards and control risks;
      - A list of the types of work that are the subject of a work permit;
      - A description of the appropriate personal protective equipment at each workstation;
      - A description of collective protective equipment in the workplace;
      - A presentation of the medical device in the area of activity (medical equipment, medical staff, care 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/Programme/Measures;

- Plan/Programme/Measures for the Management of the Influx of Labour;
- Plan/Programme/Measures for the Prevention and Response to Gender-Based Violence: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (HS);
- Plan/Programme/Measures for the Prevention of Damage to People and Property;
- Plan/Programme/measures to manage the occupancy of persons on the right-of-way: restriction of access by local residents to their residences or businesses and/or easements of way or transit (See also Resettlement Plan for sub-projects as applicable);
- Cultural Heritage Management Plan/Programme/Measures;
- Social Communication Plan/Programme/Measures;
- Complaint Management Plan: The Complaint Management Mechanism (CMM)
- Fines and penalties;

#### **W. Responsibilities for the implementation of the site ESMP**

The responsibility for the implementation of the ESMP must:

- provide a clear description of the entity responsible for carrying out the mitigation and follow-up measures
- Identify staff training and any additional measures that may be required to support the implementation of mitigation measures and any other recommendations of environmental and social significance.

#### **6) Timeline and cost estimate.**

A timetable for the implementation of the measures to be taken within the framework of the project, indicating the different stages and coordination with the overall implementation plans of the project. An estimate of its investment cost and recurrent costs as well as the sources of financing for the implementation of the ESMP.

#### **7) Monitoring plan**

The GGP will need to define the objectives of the monitoring and indicate the nature of the actions taken in this regard, linking them to the effects considered in the environmental and social assessment and the mitigation measures described. They will have to provide:

- (a) a detailed and technical description of the follow-up actions, including the parameters to be measured, the methods to be used, the sampling locations, the frequency of the measurements, the detection limits (if applicable), and a definition of the thresholds that will indicate the need for corrective actions; and
- (b) monitoring and reporting procedures to: (i) ensure early detection of conditions that require specific mitigation actions, and (ii) provide information on the status and results of mitigation actions.

© 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 hazardous

1. **Explosive** Substances and preparations that can explode under the effect of flame or that are more sensitive to impact or friction than dinitrobenzene
2. **Combustion** Substances and preparations which, in contact with other substances, in particular flammable substances, exhibit a highly exothermic reaction
3. **Easily flammable** substances and preparations (i) in a liquid state (including extremely flammable liquids), with a flash point of less than 21°C, or capable of heating up to the point of ignition in air at room temperature without the addition of energy; or (ii) in the solid state, which can be readily ignited by a brief action of an ignition source and which continue to burn or burn after the ignition source has been removed, or (iii) in the gaseous state, which are flammable in air at normal pressure; or (iv) - which, in contact with water or moist air, produce easily 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. **Irritating** Non-corrosive substances and preparations which, through immediate, prolonged or repeated contact with the skin and mucous membranes, may cause an inflammatory reaction
6. **Harmful** Substances and preparations which, by inhalation, ingestion or skin penetration, may give rise to risks of limited severity
7. **Toxic** Substances and preparations (including highly toxic substances and preparations) which, by inhalation, ingestion or dermal penetration, may cause serious, acute or chronic risks or even death
8. **Carcinogen** Substances and preparations which, by inhalation, ingestion or dermal penetration, may produce cancer or increase its frequency
9. **Corrosive** Substances and preparations which, in contact with living tissues, may have a destructive action on the latter
10. **Infectious** Materials containing viable micro-organisms or their toxins that are known or have reasonable grounds to believe cause disease in humans or other living organisms
11. **Toxic to reproduction** Substances and preparations which, by inhalation, ingestion or skin penetration, may produce or increase the frequency of non-hereditary adverse reactions in the offspring or impair reproductive functions or capacities
12. **Mutagen** Substances and preparations which, by inhalation, ingestion or skin penetration, may produce hereditary genetic defects or increase their frequency
13. **Reacts to water** Substances and preparations which, in contact with water, air or acid, emit a toxic or very toxic gas
14. **Raising awareness** Substances and preparations which, by inhalation or dermal penetration, 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 the test methods are available
15. **Ecotoxic** Substances and preparations that present or may present immediate or delayed risks to one or more components of the environment
16. **Dangerous for the** Substances and preparations which, after disposal, are capable of giving rise by any means whatsoever to another substance, e.g. a leachate, which

**environment** has one of the characteristics listed above.

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

In accordance with Section III, Qualification Criteria and Requirements. Form ANT – 4 Statement of Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (HS) and Declaration of Sexual Exploitation and Abuse and/or Sexual Harassment (or equivalent dependent on the DAO), the Contractor must apply the following codes of conduct:



## Appendix 5. Codes of Conduct

In accordance with the content of the Plan/Programme for the Prevention and Response to Gender-Based Violence: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (HS) (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 the code of conduct for managers. These codes commit companies (with their subcontractors, possibly) and their employees to GBV issues.

### (i) CORPORATE CODE OF CONDUCT

#### Engagement

The company is committed to ensuring that the project is implemented in a way that minimizes any negative impact on the local environment, communities and its workers. To do this, the company will comply with environmental, social, health and safety (ESHS) standards and ensure that appropriate occupational health and safety (HST) standards are met. The company is also committed to creating and maintaining an environment in which Gender-Based Violence (GBV) including Sexual Exploitation and Abuse (SEA), Sexual Harassment (HS), and Violence Against Children (CWW) does not take place – it will not be tolerated by any employee, contractor, supplier, associate or representative of the company.

Therefore, to ensure that everyone involved in the project is aware of this commitment, the company undertakes to adhere 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 DES TERMES

**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 physical intrusion or threat of physical intrusion of a sexual nature, by force, coercion or under unequal conditions". Women, girls, boys and men can face sexual exploitation and abuse. In World Bank-funded projects, project beneficiaries or members of the project-affected populations may be exposed to sexual exploitation and abuse.

**Sexual Harassment (HS):** any sexual advance, request for sexual favours (e.g. making promises of favourable treatment or threats of unfavourable treatment based on sexual acts) and any other verbal or physical behaviour or unwanted gesture of a sexual nature, which could reasonably be perceived to offend or humiliate another person, when such behaviour disrupts work, is treated as 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 a power and gender dynamic in which one person in power uses their position to harass another based on their gender. Sexual behaviour is undesirable when the person subjected to it deems it undesirable (e.g., looking up and down, kissing or kissing; making sexual innuendo while making noises; brushing against someone; whistling and making calls, giving personal gifts). Both women and men can undergo HS.

**Perpetrator/Perpetrator:** the person(s) who commits or threatens to commit an act or acts of GBV/EAS/HS or VCE.

**Survivor(s):** the person(s) negatively affected by GBV, EAS, HS.

**Construction site:** the location where infrastructure development work is taking place on behalf of the project. Consultancy missions are based on the places/sites where they take place.

**Consent:** is the informed choice that underlies a person's intention, acceptance, or free and voluntary agreement. There can be no consent when such acceptance or agreement is obtained by threat, force or other forms of coercion, kidnapping, 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 though the national legislation of the country where the Code of Conduct is introduced considers sexual consent at a lower age. Ignorance of the child's age and the child's consent cannot be invoked as a defence.

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

**Employee:** any person who offers labor to the company or consultant in the country, at the project site or outside, under a contract or agreement of employment for remuneration, performed formally or informally (including unpaid interns and volunteers), without responsibility for managing or supervising other employees.

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

**Company:** any company, corporation, organization or other institution that has been awarded a contract to provide construction services in connection with the project and has hired managers and/or employees to perform this work. This includes subcontractors hired to perform activities on behalf of the company.

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

**Sexual Exploitation:** it is defined as the abuse of a position of vulnerability, a position of authority or relationships of trust for sexual purposes, in particular with a view to obtaining financial, social or political advantages.

**Manager (head of mission, or works):** any person offering manpower to a company or a consultant, on or off site, under a formal or informal employment contract and in exchange for a salary, with the responsibility of controlling or directing the activities of the team, unit, division or similar of a company or consultant and with the responsibility of supervising and managing a predefined number of employees.

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

**Complaint and Grievance Management Mechanism (CMM):** a process established by a project to receive and process complaints.

**Accountability Measures and Confidentiality:** refers to the preservation of the privacy and confidentiality of the survivor at all stages of the intervention by ensuring respect for the identity of those involved. The measures instituted hold contractors, consultants and the client accountable, responsible for the establishment of 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 impact of the project on the environment, communities and workers.

**Corporate Environmental and Social Management Plan (ESMP):** the plan prepared by the company that describes how it will carry out the activities of the works, in accordance with the Environmental and Social Management Plan (ESMP) of the project.

**GBV/EAS/HS and VCE Incident Reporting Procedure:** A prescribed procedure for reporting GBV/EAS/HS or VCE incidents.

**Child protection:** an activity or initiative aimed at protecting children from all forms of harm, particularly those resulting from the ECV.

**Response protocol:** mechanisms in place to respond to GBV/SE/HS and ECV incidents.

**Sexual solicitation of children:** these are behaviours that allow an abuser to gain the trust of a child for a sexual purpose. For example, an offender may establish a relationship of trust with the child and then seek to sexualize that relationship.

**Malicious solicitation of children over the Internet:** This is the sending of indecent electronic messages to a recipient whom the sender believes to be a minor, with the intent to incite the recipient to engage in or submit to sexual activity.

**Survivors:** Person(s) negatively affected by GBV/SE/SHD or VCE. Women, men and children can be survivors of GBV/SB/SH; only children can be survivors of VCE.

**Gender-Based Violence (GBV):** An umbrella term that refers to any harmful act perpetrated against a person's will and based on the differences that society establishes 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** : non-consensual penetration (however slight) of the vagina, anus or mouth with a penis, other part of the body or an object.
- **Sexual assault** : any form of non-consensual sexual contact, even if it does not result in penetration. For example, attempted rape, as well as unwanted kisses, caresses, or touching of the genitals and buttocks.
- o **Sexual favours** : a form of sexual harassment that includes promises of favourable treatment (e.g., promotion, bonus, provision of certain facilities) or threats of adverse

treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behaviour.

- **Physical assault:** an act of physical violence that is not sexual in nature. Examples: hitting, slapping, choking, injuring, shoving, burning, shaking, shooting or using a weapon, attacking with acid, or any other act that causes pain, physical discomfort, or injury.
- **Forced marriage:** the marriage of an individual against his or her will.
- **Deprivation of resources, opportunities, or services:** Deprivation of legitimate access to economic resources/goods or livelihoods, education, health, or other social services.
- **Psychological/emotional abuse:** the infliction of pain or mental or emotional harm. Examples: threats of physical or sexual violence, intimidation, humiliation, forced isolation, harassment, criminal harassment, unwanted solicitation, remarks, destruction of cherished items, etc.
- **Child:** A term used interchangeably with the term "minor" to refer to a person under the age of 18. This is in line with Article 1 of the United Nations Convention on the Rights of the Child.

**Consent:** the informed choice that underlies a person's free and voluntary intention, acceptance, or agreement. There can be no consent when such acceptance or agreement is obtained by threat, force or other forms of coercion, kidnapping, 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 though the national legislation of the country where the Code of Conduct is introduced considers sexual consent at a lower age. Ignorance of the child's age and the child's consent cannot be invoked as a defence.

**Violence Against Children (CWC):** physical, sexual, emotional and/or psychological harm, neglect or negligent treatment of minor children (i.e. under 18 years of age). This includes the use of children for profit, work, sexual gratification, or any other personal or financial benefit. It also includes other activities like using computers, cell 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, harbouring or receipt of persons through the threat or use of force or other forms of coercion by abduction, fraud, deception, abuse of power or a position of vulnerability or by offering or accepting payment or advantage to obtain 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 labour 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 actors implementing the project have the obligation to respect the principles, moral values to facilitate school and professional life, to protect learners against all forms of abuse including gender-based violence (GBV), sexual exploitation and abuse (SEA), sexual harassment (HS), and violence against children (VCE).

The acts of discrimination, harassment, and violence below are formally prohibited and severely punished for all project actors (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 centre, etc.) on the basis of race, colour, sex, age, religion, language, marital status, family status, political belief, national, ethnic or social affiliation, physical or mental disability, birth, sexual orientation, etc. gender identity, or any other status.
2. Any act of sexual harassment, or language or behavior that is inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate.
3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual suffering, 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 sexual intercourse, which includes sexual favors or other forms of humiliating, degrading, or abusive behavior.
5. Employment and exploitation of children within the company, which includes sexual abuse or other inappropriate behaviour towards children, including sexual intercourse and early marriage; In addition, the safety and protection of children in the project areas and also in the project surroundings must also be ensured.

**The commission of the prohibited acts listed above will be immediately sanctioned by dismissal as soon as the misconduct is first observed,** with the transmission of the characteristic elements of the misconduct for legal proceedings by the competent public authority if it is reported (with the informed consent of the survivor).

In addition, any act of repeated harassment with the object or effect of deteriorating working conditions likely to infringe on rights and dignity, to alter one's physical health or compromise one's professional future, will be punishable by disciplinary sanction.

Finally, no employee may be sanctioned, dismissed or be subject to a discriminatory measure for having suffered or refused to undergo the acts or actions defined above or for having witnessed such acts or actions or having reported them or reported them to his or her 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 for Companies" (ESMP).
- The company is committed to treating women, children (under the age of 18) and men with respect, regardless of race, color, language, religion, political or other opinion, national, ethnic or social origin, level of wealth, disability, citizenship or any other status. The actions of VBG/EAS/HS and VCE constitute a breach of this commitment.
- The company ensures that interactions with members of the local community take place in a respectful and non-discriminatory manner.
- Language and behavior that is demeaning, threatening, harassing, abusive, inappropriate, or culturally or sexually provocative is prohibited among all employees, associates, and representatives of the company, including contractors and suppliers.
- The company will follow all reasonable work instructions (including those regarding environmental and social standards).

- The company will protect the property and ensure its proper use (for example, prohibiting 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 the company's staff, as well as subcontractors and suppliers.

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

The company:

- Prohibit the consumption of alcohol during work;
- Prohibit the use of narcotics or other substances that can impair faculties at any time.

The company will ensure that adequate sanitation facilities (certified, clean and gender-sensitive) are available to workers on site and in all project workers' homes.

**Gender-Based Violence and Violence Against Children**

The acts of VBG/EAS/HS and VCE constitute serious misconduct and may therefore give rise to sanctions, including penalties and/or dismissal, and, if necessary, referral to the police for further action.

All forms of GBV/EAS/HS and VCE, including the solicitation of children, are unacceptable, whether they take place in the workplace, in the vicinity of the workplace, in workers' camps or in the local community.

- Sexual harassment - for example, it is forbidden to make unwanted sexual advances, ask for sexual favors, or engage in verbal or physical behavior with sexual connotations, including subtle acts.
- Sexual favours – for example, it is forbidden to promise or perform preferential treatment conditioned by sexual acts, or other forms of humiliating, degrading or exploitative behaviour.

Any contact or sexual activity with children under the age of 18, including through digital media, is prohibited. Ignorance of the child's age cannot be invoked as a defence. Nor can the child's consent be a defence or excuse.

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

In addition to the penalties applied by the company, legal proceedings will be initiated against the perpetrators of GBV/EAS/HS or VCE acts, if necessary.

All employees, including volunteers and contractors, are strongly encouraged to report suspected or actual acts of GBV/EAS/HS and/or ECV committed by a colleague, whether within the same company or not. Reports must be submitted in accordance with the Project's Procedures for Alleging GBV/EAS/HS and ECV.

Managers are required to report suspected or actual acts of GBV/EAS/HS and/or VCE and/or VCE and to act accordingly, as they have a responsibility to meet the company's commitments and to hold their direct reports accountable for such acts.

Managers will ensure that no act of retaliation (suspension, or other sanction) is taken against individuals who report suspected or actual acts of GBV/EAS/HS/VCE.

### **III.1.5. Implementation**

1. To ensure that the principles set out above are effectively implemented, the Company is committed to ensuring that:
  - All managers sign the project's "Manager Code of Conduct", which details their responsibilities to implement the company's commitments and enforce the obligations of the "Individual Code of Conduct".
  - All employees sign the project's "Individual Code of Conduct" confirming their commitment to comply with the ESHS and HST standards, and not to be an author or accomplice of GBV/EAS/HS or VCE.
  - Company and individual Codes of Conduct should be prominently displayed in workers' camps, offices, and public areas of the workspace. Examples of these spaces are the waiting, rest and reception areas of the sites, canteens and health centres.
  - Posted and distributed copies of the Corporate Code of Conduct and the Individual Code of Conduct must be translated into both official languages and into formats that can be understood by people who have little or no knowledge of the official languages.
  - A designated person must be appointed as the company's "Focal Point" for the handling of GBV/EAS/HS and VCE issues, including to represent the company within the Compliance Team (CE) against GBV/EAS/HS and VCE, which is composed of representatives of the partner and the sectors or structures involved in the fight against GBV/EAS/HS and VCE in the area of intervention of the activity.

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

- The **GBV/EAS/HS and VCE Incident Reporting Procedure**: to report GBV/EAS/HS and VCE incidents through the Complaint/Grievance Management Mechanism;
- Accountability **and confidentiality measures**: to protect the privacy of all interested parties;
- The **Intervention Protocol**: applicable to survivors and perpetrators of GBV/SE/HS and VCE.

The company must effectively implement the GBV/EAS/HS and VCE Action Plan, informing the Compliance Team (CE) of possible improvements and updates, as necessary.

All employees must complete an orientation course prior to commencing work on the site to ensure they are aware of the company's commitments to the ESHS and HST standards, as well as the project's GBV/EAS/HS AND VCE Codes of Conduct.

All employees are required to attend a mandatory training course once a month for the duration of the contract, starting with initial training at the time of entry into service prior to the start of work, to reinforce the project's understanding of the project's ESHS and HST, VBG/EAS/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 mechanism for reporting incidents of GBV, SEA and HS is put in place and that staff have access to it confidentially and securely;
  - iv. Staff are encouraged to report GBV, SA&HS incidents to the relevant structures or GBV focal points as defined by the MGP;
  - v. In accordance with the laws in force, perpetrators of sexual exploitation and abuse are not hired, rehired or deployed and that the criminal background and criminal records of all employees are checked (constitution, Penal Code, Law on the protection of women against violence, etc.).
3. Ensure that when entering into partnership, subcontracting, supplier or similar agreements, such agreements:
- i. Incorporate in an annex the codes of conduct on GBV, EAS and HS standards;
  - ii. Incorporate appropriate language requiring these procuring 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 preventive measures are taken to address GBV, SEA and HS and to investigate allegations related thereto or to take corrective action when acts of GBV, SEA and HS are committed, is not only grounds for sanctions and penalties in accordance with the Codes of Conduct, but also a reason for termination of collaboration or service agreements.
4. Provide support for internal awareness-raising initiatives related to GBV, SEA and HS, through the awareness strategy as foreseen by the GBV, SEA and HS Action Plan.
5. Ensure that any issue of GBV, SEA and HS warranting a sanction is immediately reported to the World Bank via the project coordination unit (within 48 hours) while ensuring the anonymity of the survivor and the alleged perpetrator.

I hereby acknowledge that I have read the above Code of Business Conduct and agree on behalf of the Company to abide by the standards contained therein. I understand my role and responsibilities to support the project's Occupational Health and Safety (OHS) and Environmental, Social, Health and Safety (ESHS) standards, and to prevent and respond to acts of GBV/EAS/HS and VCE. 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 full:

\_\_\_\_\_

Title:

\_\_\_\_\_



Date:

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

### **DEFINITIONS DES TERMES**

**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 physical intrusion or threat of physical intrusion of a sexual nature, by force, coercion or under unequal conditions". Women, girls, boys and men can face sexual exploitation and abuse. In World Bank-funded projects, project beneficiaries or members of the project-affected populations may be exposed to sexual exploitation and abuse.

**Sexual Harassment (HS):** any sexual advance, request for sexual favours (e.g. making promises of favourable treatment or threats of unfavourable treatment based on sexual acts) and any other verbal or physical behaviour or unwanted gesture of a sexual nature, which could reasonably be perceived to offend or humiliate another person, when such behaviour disrupts work, is treated as 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 a power and gender dynamic in which one person in power uses their position to harass another based on their gender. Sexual behaviour is undesirable when the person subjected to it deems it undesirable (e.g., looking up and down, kissing or kissing; making sexual innuendo while making noises; brushing against someone; whistling and making calls, giving personal gifts). Both women and men can undergo HS.

**Perpetrator/Perpetrator:** the person(s) who commits or threatens to commit an act or acts of GBV/EAS/HS or VCE.

**Survivor(s) :** the person(s) negatively affected by GBV, EAS, HS.

**Construction site:** the location where infrastructure development work is taking place on behalf of the project. Consultancy missions are based on the places/sites where they take place.

**Consent:** is the informed choice that underlies a person's intention, acceptance, or free and voluntary agreement. There can be no consent when such acceptance or agreement is obtained by threat, force or other forms of coercion, kidnapping, 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 though the national legislation of the country where the Code of Conduct is introduced considers sexual consent at a lower age. Ignorance of the child's age and the child's consent cannot be invoked as a defence.

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

**Employee:** any person who offers labor to the company or consultant in the country, at the project site or outside, under a contract or agreement of employment for remuneration, performed formally or informally (including unpaid interns and volunteers), without responsibility for managing or supervising other employees.

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

**Company:** any company, corporation, organization or other institution that has been awarded a contract to provide construction services in connection with the project and has hired managers and/or employees to perform this work. This includes subcontractors hired to perform activities on behalf of the company.

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

**Sexual Exploitation:** it is defined as the abuse of a position of vulnerability, a position of authority or relationships of trust for sexual purposes, in particular with a view to obtaining financial, social or political advantages.

**Manager (head of mission, or works):** any person offering manpower to a company or a consultant, on or off site, under a formal or informal employment contract and in exchange for a salary, with the responsibility of controlling or directing the activities of the team, unit, division or similar of a company or consultant and with the responsibility of supervising and managing a predefined number of employees.

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

**Complaint and Grievance Management Mechanism (CMM):** a process established by a project to receive and process complaints.

**Accountability Measures and Confidentiality:** refers to the preservation of the privacy and confidentiality of the survivor at all stages of the intervention by ensuring respect for the identity of those involved. The measures instituted hold contractors, consultants and the client accountable, responsible for the establishment of 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 impact of the project on the environment, communities and workers.

**Corporate Environmental and Social Management Plan (ESMP):** the plan prepared by the company that describes how it will carry out the activities of the works, in accordance with the Environmental and Social Management Plan (ESMP) of the project.

**GBV/EAS/HS and VCE Incident Reporting Procedure:** A prescribed procedure for reporting GBV/EAS/HS or VCE incidents.

**Child protection:** an activity or initiative aimed at protecting children from all forms of harm, particularly those resulting from the ECV.

**Response protocol:** mechanisms in place to respond to GBV/SE/HS and ECV incidents.

**Sexual solicitation of children:** these are behaviours that allow an abuser to gain the trust of a child for a sexual purpose. For example, an offender may establish a relationship of trust with the child and then seek to sexualize that relationship.

**Malicious solicitation of children over the Internet:** This is the sending of indecent electronic messages to a recipient whom the sender believes to be a minor, with the intent to incite the recipient to engage in or submit to sexual activity.

**Survivors:** Person(s) negatively affected by GBV/SE/SS or VCE. Women, men and children can be survivors of GBV/SB/SH; only children can be survivors of VCE.

**Gender-Based Violence (GBV):** An umbrella term that refers to any harmful act perpetrated against a person's will and based on the differences that society establishes 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** : non-consensual penetration (however slight) of the vagina, anus or mouth with a penis, other part of the body or an object.
- **Sexual assault** : any form of non-consensual sexual contact, even if it does not result in penetration. For example, attempted rape, as well as unwanted kisses, caresses, or touching of the genitals and buttocks.
- **Sexual favours** : a form of sexual harassment that includes promises of favourable treatment (e.g., promotion, bonus, provision of certain facilities) or threats of adverse treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behaviour.
- **Physical assault:** an act of physical violence that is not sexual in nature. Examples: hitting, slapping, choking, injuring, shoving, burning, shaking, shooting or using a weapon, attacking with acid, or any other act that causes pain, physical discomfort, or injury.
- **Forced marriage:** the marriage of an individual against his or her will.
- **Deprivation of resources, opportunities, or services:** Deprivation of legitimate access to economic resources/goods or livelihoods, education, health, or other social services.
- **Psychological/emotional abuse:** the infliction of pain or mental or emotional harm. Examples: threats of physical or sexual violence, intimidation, humiliation, forced isolation, harassment, criminal harassment, unwanted solicitation, remarks, destruction of cherished items, etc.

- **Child:** A term used interchangeably with the term "minor" to refer to a person under the age of 18. This is in line with Article 1 of the United Nations Convention on the Rights of the Child.
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- **Violence Against Children (CWC):** physical, sexual, emotional and/or psychological harm, neglect or negligent treatment of minor children (i.e. under 18 years of age). This includes the use of children for profit, work, sexual gratification, or any other personal or financial benefit. It also includes other activities like using computers, cell 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, harbouring or receipt of persons through the threat or use of force or other forms of coercion by abduction, fraud, deception, abuse of power or a position of vulnerability or by offering or accepting payment or advantage to obtain 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 labour 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 actors implementing the project have the obligation to respect the principles, moral values to facilitate school and professional life, to protect learners against all forms of abuse including gender-based violence (GBV), sexual exploitation and abuse (SEA), sexual harassment (HS), and violence against children (VCE).

The acts of discrimination, harassment, and violence below are formally prohibited and severely punished for all project actors (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 centre, etc.) on the basis of race, colour, sex, age, religion, language, marital status, family status, political belief, national, ethnic or social affiliation, physical or mental disability, birth, sexual orientation, etc. gender identity, or any other status.
2. Any act of sexual harassment, or language or behavior that is inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate.
3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual suffering, 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 sexual intercourse, which includes sexual favors or other forms of humiliating, degrading, or abusive behavior.

5. Employment and exploitation of children within the company, which includes sexual abuse or other inappropriate behaviour towards children, including sexual intercourse and early marriage; In addition, the safety and protection of children in the project areas and also in the project surroundings must also be ensured.

**The commission of the prohibited acts listed above will be immediately sanctioned by dismissal as soon as the misconduct is first observed,** with the transmission of the characteristic elements of the misconduct for legal proceedings by the competent public authority if it is reported (with the informed consent of the survivor).

In addition, any act of repeated harassment with the object or effect of deteriorating working conditions likely to infringe on rights and dignity, to alter one's physical health or compromise one's professional future, will be punishable by disciplinary sanction.

Finally, no employee may be sanctioned, dismissed or be subject to a discriminatory measure for having suffered or refused to undergo the acts or actions defined above or for having witnessed such acts or actions or having reported them or reported them to his or her superiors.

### **Engagement**

For the purposes of this Code of Conduct, the Manager refers to the Head of Mission, the Site Manager, or the Site Manager in the context of the activities of service providers.

Managers at all levels must uphold the company's commitment to implement environmental, social, health and safety (ESHS) standards and occupational health and safety (HST) requirements, as well as to prevent and respond to Gender-Based Violence (GBV) including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (HS), and Violence Against Children (VCE). This means that managers have a heavy responsibility to create and maintain an environment that meets these standards and helps prevent GBV/EAS/HS and ECV. 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 Enterprise Environmental and Social Management Plan (ESMP) and the Occupational Health and Safety (HST) Standards Management Plan, as well as developing systems that facilitate the implementation of the Action Plan on GBV/EAS/HS and ECM. They must ensure a safe workplace as well as an environment free of GBV/EAS/HS and VCE both in the workplace and in local communities. These responsibilities include, but are not limited to:

### **Implementation**

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

- Prominently display the Corporate Code of Conduct and the Individual Code of Conduct by prominently displaying them in worker camps, offices and public areas of the workplace. Examples of areas include waiting areas, rest areas and site receptions, canteens and health establishments;
- 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 that is used in the workplace.
- Explain the company's Code of Conduct and the Individual Code of Conduct orally and in writing to all staff.

- Ensure that:
  - o All direct reports sign the "Individual Code of Conduct", confirming that they have read and agree to it;
  - o Staff lists and signed copies of the individual Code of Conduct are provided to the HST Manager, the Compliance Team (CE) and the client;
- Participate in training and ensure that staff also participate, as outlined below;
- Establish a mechanism for staff to:
- Report concerns about compliance with ESHS standards or HST requirements; and
- Confidentially report incidents related to GBV/EAS/HS or VCE through the Complaint/Grievance Management Mechanism
- Encourage staff members to report suspected and actual issues related to ESHS and HST requirements, VBG/EAS/HS or VCEs, with a focus on staff accountability to the company and in compliance with 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. Check the background and criminal records of all employees.
- Ensure that when entering into partnership, subcontracting, supplier or similar agreements, such agreements:
  - o Incorporate codes of conduct on ESHS standards, HST requirements, VBG/EAS/HS and VCE as annexes;
  - o Incorporate appropriate language requiring these procuring 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 such entities or individuals, as applicable, to ensure compliance with the ESHS Standards and HST Requirements; take preventive measures to combat GBV/SE/HS and ECV; to investigate related allegations or to take corrective action when GBV/EAS/HS and VCE acts are committed – all of this is not only grounds for sanctions and penalties in accordance with individual Codes of Conduct, but also grounds for termination of project or service contracts.
- Provide support and resources to the GBV/EAS/HS and VCE Compliance Team (CE) to create and disseminate internal outreach initiatives through the Outreach Strategy under the GBV/EAS/HS and VCE Action Plan.
- Ensure that any issues of GBV/EAS/HS or VCE that warrant police intervention are immediately reported to the police, the client, and the World Bank, while respecting the victim's wishes.
- Report and respond to any suspected or actual acts of GBV/EAS/HS and/or ECV in accordance with the Response Protocol, as managers have a responsibility to enforce company commitments and hold their subordinates directly accountable for their actions.
- Ensure that any major incidents related to ESHS or HST requirements are reported immediately to the client and the engineer in charge of supervising the work.
- Managers will ensure that no act of retaliation (suspension, or other sanction) is taken against individuals who report suspected or actual acts of GBV/EAS/HS/VCE.

### **Training**

Managers are responsible for:

- Ensure that the HST Management Plan is implemented, accompanied by adequate training for all staff, including subcontractors and suppliers;
- Ensure that staff have an adequate understanding of the ESMP and that they receive the necessary training to implement its requirements.

All managers are required to complete a Manager Induction Course prior to commencing work on site to ensure that they are aware of their roles and responsibilities with respect to compliance with both aspects of these Codes of Conduct of GBV/EAS/HS and VCE. This training will be separate from the pre-service training required of all employees and will provide managers with the proper understanding and technical support to begin developing the GBV/SB/HS and ECV Action Plan.

Managers are required to attend and contribute to the monthly training courses conducted as part of the project and delivered to all employees. They will be required to present training and self-evaluations, including encouraging the compilation of satisfaction surveys to assess satisfaction with training and to provide advice to improve its effectiveness.

Ensure that there is time during working hours for staff, prior to commencing work on site, to attend the mandatory induction training provided as part of the project on the following topics:

- HST requirements and ESHS standards; and
- GBV/EAS/HS and VCEs.

During civil works, ensure that personnel undergo ongoing training on HST requirements and ESHS standards, as well as the mandatory monthly refresher course required of all employees to address the increased risk of GBV/EAS/HS and ECV.

### **L'intervention**

Managers will be required to take appropriate action to respond to any incidents related to ESHS standards or HST requirements.

With regard to GBV/EAS/HS and ECV:

- Provide input to the Procedures for GBV/EAS/HS and VCE Allegations and the Response Protocol developed by the Compliance Team (CE) as part of the approved GBV/EAS/HS and VCE Action Plan;
- Once adopted by the company, managers shall apply the Accountability and Confidentiality measures set out in the GBV/EAS/HS and VCE Action Plan, in order to preserve confidentiality regarding the identity of employees who report or (allegedly) commit acts of GBV/EAS/HS and VCE (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/EAS/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 with reference to the Complaint/Grievance Management Mechanism;
- Once a sanction has been determined, the managers concerned are deemed to be personally responsible for ensuring that it is effectively applied, within a maximum period 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 perpetrator of the violence, they must inform the relevant company and



the Compliance Team (CB). The company will be required to appoint another manager who has no conflict of interest to handle complaints;

- Ensure that any issues related to GBV/SS/HS or ECVs 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 or HST requirements, or who fail to report incidents related to GBV/EAS/HS and VCE or who fail to comply with GBV/EAS/HS and VCE provisions, may be subject to disciplinary action, which will be determined and issued by the Chief Executive Officer (CEO), the Chief Executive Officer or an equivalent senior manager of the company. These measures may include:

- The informal warning;
- The formal warning;
- Complementary training;
- The loss of a maximum of one week's salary;
- Suspension of the employment relationship (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 consent of the survivor.
- Dismissal.

Finally, failure by the company's managers or CEO to respond effectively to cases of ESHS and HST-related non-conformities, and to respond to GBV/EAS/HS and VCE in the workplace, can result in legal action before national authorities.

I hereby acknowledge that I have read the above Manager's Code of Conduct, agree to abide by the standards contained therein, and understand my roles and responsibilities in preventing and responding to the requirements of ESHS, HST, GBV/EAS/HS, and VCE. I understand that any action that is 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 in full:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

### (iii) INDIVIDUAL CODE OF CONDUCT

#### DEFINITIONS DES TERMES

**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 physical intrusion or threat of physical intrusion of a sexual nature, by force, coercion or under unequal conditions". Women, girls, boys and men can face sexual exploitation and abuse. In World Bank-funded projects, project beneficiaries or members of the project-affected populations may be exposed to sexual exploitation and abuse.

**Sexual Harassment (HS):** any sexual advance, request for sexual favours (e.g. making promises of favourable treatment or threats of unfavourable treatment based on sexual acts) and any other verbal or physical behaviour or unwanted gesture of a sexual nature, which could reasonably be perceived to offend or humiliate another person, when such behaviour disrupts work, is treated as 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 a power and gender dynamic in which one person in power uses their position to harass another based on their gender. Sexual behaviour is undesirable when the person subjected to it deems it undesirable (e.g., looking up and down, kissing or kissing; making sexual innuendo while making noises; brushing against someone; whistling and making calls, giving personal gifts). Both women and men can undergo HS.

**Perpetrator/Perpetrator:** the person(s) who commits or threatens to commit an act or acts of GBV/EAS/HS or VCE.

**Survivor(s) :** the person(s) negatively affected by GBV, EAS, HS.

**Construction site:** the location where infrastructure development work is taking place on behalf of the project. Consultancy missions are based on the places/sites where they take place.

**Consent:** is the informed choice that underlies a person's intention, acceptance, or free and voluntary agreement. There can be no consent when such acceptance or agreement is obtained by threat, force or other forms of coercion, kidnapping, 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 though the national legislation of the country where the Code of Conduct is introduced considers sexual consent at a lower age. Ignorance of the child's age and the child's consent cannot be invoked as a defence.

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

**Employee:** any person who offers labor to the company or consultant in the country, at the project site or outside, under a contract or agreement of employment for remuneration, performed formally or informally (including unpaid interns and volunteers), without responsibility for managing or supervising other employees.

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

**Company:** any company, corporation, organization or other institution that has been awarded a contract to provide construction services in connection with the project and has hired managers and/or employees to perform this work. This includes subcontractors hired to perform activities on behalf of the company.

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

**Sexual Exploitation:** it is defined as the abuse of a position of vulnerability, a position of authority or relationships of trust for sexual purposes, in particular with a view to obtaining financial, social or political advantages.

**Manager (head of mission, or works):** any person offering manpower to a company or a consultant, on or off site, under a formal or informal employment contract and in exchange for a salary, with the responsibility of controlling or directing the activities of the team, unit, division or similar of a company or consultant and with the responsibility of supervising and managing a predefined number of employees.

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

**Complaint and Grievance Management Mechanism (CMM):** a process established by a project to receive and process complaints.

**Accountability Measures and Confidentiality:** refers to the preservation of the privacy and confidentiality of the survivor at all stages of the intervention by ensuring respect for the identity of those involved. The measures instituted hold contractors, consultants and the client accountable, responsible for the establishment of 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 impact of the project on the environment, communities and workers.

**Corporate Environmental and Social Management Plan (ESMP):** the plan prepared by the company that describes how it will carry out the activities of the works, in accordance with the Environmental and Social Management Plan (ESMP) of the project.

**GBV/EAS/HS and VCE Incident Reporting Procedure:** A prescribed procedure for reporting GBV/EAS/HS or VCE incidents.

**Child protection:** an activity or initiative aimed at protecting children from all forms of harm, particularly those resulting from the ECV.

**Response protocol:** mechanisms in place to respond to GBV/SE/HS and ECV incidents.

**Sexual solicitation of children:** these are behaviours that allow an abuser to gain the trust of a child for a sexual purpose. For example, an offender may establish a relationship of trust with the child and then seek to sexualize that relationship.

**Malicious solicitation of children over the Internet:** This is the sending of indecent electronic messages to a recipient whom the sender believes to be a minor, with the intent to incite the recipient to engage in or submit to sexual activity.

**Survivors:** Person(s) negatively affected by GBV/SE/SS or VCE. Women, men and children can be survivors of GBV/SB/SH; only children can be survivors of VCE.

**Gender-Based Violence (GBV):** An umbrella term that refers to any harmful act perpetrated against a person's will and based on the differences that society establishes 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** : non-consensual penetration (however slight) of the vagina, anus or mouth with a penis, other part of the body or an object.
- **Sexual assault** : any form of non-consensual sexual contact, even if it does not result in penetration. For example, attempted rape, as well as unwanted kisses, caresses, or touching of the genitals and buttocks.
- **Sexual favours** : a form of sexual harassment that includes promises of favourable treatment (e.g., promotion, bonus, provision of certain facilities) or threats of adverse treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behaviour.
- **Physical assault:** an act of physical violence that is not sexual in nature. Examples: hitting, slapping, choking, injuring, shoving, burning, shaking, shooting or using a weapon, attacking with acid, or any other act that causes pain, physical discomfort, or injury.
- **Forced marriage:** the marriage of an individual against his or her will.
- **Deprivation of resources, opportunities, or services:** Deprivation of legitimate access to economic resources/goods or livelihoods, education, health, or other social services.
- **Psychological/emotional abuse:** the infliction of pain or mental or emotional harm. Examples: threats of physical or sexual violence, intimidation, humiliation, forced isolation, harassment, criminal harassment, unwanted solicitation, remarks, destruction of cherished items, etc.

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

**Consent:** the informed choice that underlies a person's free and voluntary intention, acceptance, or agreement. There can be no consent when such acceptance or agreement is obtained by threat, force or other forms of coercion, kidnapping, 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 though the national legislation of the country where the Code of Conduct is introduced considers sexual consent at a lower age. Ignorance of the child's age and the child's consent cannot be invoked as a defence.

**Violence Against Children (CWC):** physical, sexual, emotional and/or psychological harm, neglect or negligent treatment of minor children (i.e. under 18 years of age). This includes the use of children for profit, work, sexual gratification, or any other personal or financial benefit. It also includes other activities like using computers, cell 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, harbouring or receipt of persons through the threat or use of force or other forms of coercion by abduction, fraud, deception, abuse of power or a position of vulnerability or by offering or accepting payment or advantage to obtain 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 labour 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 actors implementing the project have the obligation to respect the principles, moral values to facilitate school and professional life, to protect learners against all forms of abuse including gender-based violence (GBV), sexual exploitation and abuse (SEA), sexual harassment (HS), and violence against children (VCE).

The acts of discrimination, harassment, and violence below are formally prohibited and severely punished for all project actors (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 centre, etc.) on the basis of race, colour, sex, age, religion, language, marital status, family status, political belief, national, ethnic or social affiliation, physical or mental disability, birth, sexual orientation, etc. gender identity, or any other status.
2. Any act of sexual harassment, or language or behavior that is inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate.
3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual suffering, 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 sexual intercourse,

which includes sexual favors or other forms of humiliating, degrading, or abusive behavior.

5. Employment and exploitation of children within the company, which includes sexual abuse or other inappropriate behaviour towards children, including sexual intercourse and early marriage; In addition, the safety and protection of children in the project areas and also in the project surroundings must also be ensured.

**The commission of the prohibited acts listed above will be immediately sanctioned by dismissal as soon as the misconduct is first observed,** with the transmission of the characteristic elements of the misconduct for legal proceedings by the competent public authority if it is reported (with the informed consent of the survivor).

In addition, any act of repeated harassment with the object or effect of deteriorating working conditions likely to infringe on rights and dignity, to alter one's physical health or compromise one's professional future, will be punishable by disciplinary sanction.

Finally, no employee may be sanctioned, dismissed or be subject to a discriminatory measure for having suffered or refused to undergo the acts or actions defined above or for having witnessed such acts or actions or having reported them or reported them to his or her superiors.

### **Engagement**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,

acknowledge the importance of complying with Environmental, Social, Health and Safety (ESHS) standards, meeting the project's Occupational Health and Safety (OHS) requirements, and preventing Gender-Based Violence (GBV) including Sexual Exploitation and Abuse (SEA), Sexual Harassment (HS), and Violence Against Children (CWS).

The project considers that failure to comply with ESHS standards and HST requirements, or failure to participate in activities to combat GBV and ECV, whether in the workplace or its surroundings (workers' camps, surrounding communities) constitutes serious misconduct and is therefore punishable, penalties or possible dismissal. Police may prosecute the perpetrators of GBV/EAS/HS or VCE, if applicable.

### **While I will be working on the project, I consent to:**

- Attend and actively participate in training courses related to ESHS standards, and occupational health and safety (HST) requirements, HIV/AIDS, GBV/EAS/HS and VCE, as required by my employer;
- Wear my Personal Protective Equipment (PPE) at all times in the workplace or as part of project-related activities;
- Take all practical measures to implement the Environmental and Social Management Plan for Enterprises (ESMP);
- Implement the HST Management Plan;
- Abide by a zero-tolerance policy towards the consumption of alcohol during work and refrain from consuming narcotics or other substances that may impair my faculties at any time;
- Let the police check my background;

- Treat women, children (persons under the age of 18) and men with respect, regardless of their race, colour, language, religion, political or other opinion, national, ethnic or social origin, level of wealth, disability, citizenship or any other status;
- Not address women, children or men with language or behaviour that is inappropriate, harassing, abusive, sexually inflammatory, degrading or culturally inappropriate;
- Do not engage in sexual harassment (e.g., making unwanted sexual advances, asking for sexual favors, or engaging in any other verbal or physical behavior with sexual connotations, including subtle acts of such behavior (e.g., looking up and down; kissing or kissing; making sexual innuendos by making noises; brushing against someone; whistling; giving personal gifts; making comments about someone's sex life; someone, etc.) ;
- Do not engage in sexual favors (e.g., making promises or making favorable treatment conditional on sexual acts) or other forms of humiliating, degrading, or abusive behavior;
- Not to participate in sexual contact or activity with children (including malicious solicitation of children) or contact through digital media; the lack of knowledge of the child's age cannot be invoked as a means of defence; nor can the child's consent be a defence or excuse;
- Not engaging in relationships with children under the age of 18, including marrying a girl under the age of 18;
- Unless you obtain the full consent of all parties involved, not to have 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 members of the community in exchange for sexual activity – such sexual activity is deemed "non-consensual" for the purposes of this Code;
- Report through the Complaint/Grievance Management Mechanism or to my manager/supervisor any suspected or actual case of GBV/EAS/HS or VCE committed by a co-worker, whether or not the co-worker is employed by my company, or the project, or any violation of this Code of Conduct.

**For children under 18 years of age:**

- Whenever possible, make sure that another adult is present when working near children.
- Do not invite unaccompanied unrelated children into my home unless they are at immediate risk of injury or physical danger;
- Not use computers, mobile phones, video devices, digital cameras, or any other medium to exploit or harass children or to access child pornography (see also the "Use of images of children for professional purposes" section 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 legislation sets a higher age or exposes them to a significant risk of injury;
- Comply with all local legislation, including labor laws related to child labor and World Bank standards on child labor and minimum age;
- Take appropriate 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, evaluate and strive to respect local traditions or restrictions on the reproduction of personal images;
- Before photographing or filming a child, obtain informed consent from the child and a parent or guardian; To do this, I need to explain how the photograph or film will be used;
- Ensure that photographs, films, videos and DVDs portray children in a dignified and respectful manner, and not in a vulnerable or submissive manner; children should be dressed appropriately and not pose in poses that could be considered sexually suggestive;
- Ensure that images are honest representations of context and facts;
- Ensure that file labels do not reveal identifying information about a child when sending images electronically.

### **Sanctions**

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

- The informal warning;
- The formal warning;
- Complementary training;
- Loss of up to one week's salary;
- 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.

### **Engagement final**

I understand that it is my responsibility to ensure that Environmental, Social, Health and Safety standards are met. That I will comply with the Occupational Health and Safety Management Plan. That I will avoid acts or behaviors that could be interpreted as GBV/EAS/HS and VCE. Any such act will constitute a violation of this Individual Code of Conduct. I hereby acknowledge that I have read the above-mentioned Individual Code of Conduct, agree to abide by the standards contained therein, and understand my roles and responsibilities with respect to prevention and response to cases related to the ESHS Standards, HST Requirements, GBV/EAS/HS and VCE. I understand that any act 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 impact my continued employment.

Signature :

\_\_\_\_\_

Name in full:

\_\_\_\_\_

Title:

\_\_\_\_\_



Date:

**Appendix 6: Incident Notification Form and Rapid Report and XXX Action Plan**

<b>NOTIFICATION FORM AND RAPID INCIDENT REPORT AND ACTION PLAN (NOT APPLICABLE TO GENDER-BASED VIOLENCE<sup>1</sup>)</b>		
<b>IDENTIFICATION DE L'INCIDENT</b>		
<b>Project:</b>		
<b>Incident:</b>	<b>Provide Type</b>	
<input type="checkbox"/> Environmental		
<input type="checkbox"/> Social		
<input type="checkbox"/> Occupational Health and Safety		
<b>Date and time of the incident:</b>		
<b>Place of occurrence:</b>		
<b>Source of information about the incident/accident:</b>		
<b>Appendix: Event/Incident Documents:</b>		
<i>Attach all relevant documents to the report and name them here</i>		
<b>DESCRIPTION DE L'INCIDENT</b>		
<b>Incident severity level</b>	<b>Geographic scope of the incident</b>	<b>Relationship with the project</b>
<input type="checkbox"/> Indicative	<input type="checkbox"/> Capital	<input type="checkbox"/> Project-related

<sup>1</sup> View form separately

<input type="checkbox"/> Are you serious	<input type="checkbox"/> Province	<input type="checkbox"/> Not related to the project
<input type="checkbox"/> Serious		
<b>Detailed description of the incident</b>		
<p><i>Do not repeat the information about what the incident is, when and where it happened because it is already higher. Focus on providing information about how the incident happened and what caused it, including whether it could have been avoided (because measures are in place) or whether it was a chance event.</i></p>		
<b>INCIDENT RESPONSE ACTIONS</b>		
<b>Resolution Status</b>	<b>Explain</b>	
<input type="checkbox"/> Resolute		
<input type="checkbox"/> In the process of being solved		
<input type="checkbox"/> There is a need for emergency intervention on the ground		
<input type="checkbox"/> There is no need for emergency intervention on the ground		
<input type="checkbox"/> Other		
<b>Description of the response given to the event/incident</b>		
	<b>Description including date</b>	<b>Actions taken by whom</b>
<b>For the case of an incident in general:</b>		
a. Emergency measures		
b. Action items		
c. Other information relating to		
<b>In the event of an accident:</b>		

a. Mobilization around the accident, information to the competent authorities		
b. Treatment(s) of the injured		
c. Funeral organization and insurance		
d. Action items		
e. Other relevant information(s)		
<b>PROJECT IMPACT</b>		
<b>Does the event affect the execution of the job/activity?</b>		<b>Is there a need for additional resources to investigate, assess, or resolve the incident?</b>
<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Other (explain)
<b>RECURRENCE OF SIMILAR INCIDENTS</b>		
<input type="checkbox"/> NO		
<input type="checkbox"/> YES		If yes, number of times:
		In case of recurrence, indicate the period during which the incidents/accidents were repeated
<b>OTHER CONSIDERATIONS</b>		
<b>INCIDENT/ACCIDENT CORRECTIVE ACTION PLAN</b> <i>Add the necessary lines</i>		
<b>Description/cause de l'incident</b>	<b>Action corrective</b>	<b>Implementation Lead(s)</b>
<b>REPORT AND ACTION PLAN PREPARED BY:</b>		
<b>Name</b>		
<b>Signature</b>		<b>Date</b>
<b>Name</b>		
<b>Signature</b>		<b>Date</b>



## ANNEX 2: Quotation Forms

### Contractor Quotation Form

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

<b>To:</b>	<b>Administration: BUEA COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT – BUEA COUNCIL, FAKO DIVISION, SOUTH-WEST REGION)</b> <b>Attention of: The Mayor of BUEA Council</b> <b>Town: BUEA</b> <b>PO. Box: 66 Buea</b> <b>Located at : BUEA</b> <b>Country: Cameroon</b> <b>Cell phone: 237 672 004 332/677582360</b> <b>Mail : <a href="mailto:bueacouncil6@gmail.com">bueacouncil6@gmail.com</a> copy to <a href="mailto:leotabeako@minddevel.gov.cm">leotabeako@minddevel.gov.cm</a>, <a href="mailto:e.abdoul2025@minddevel.gov.cm">e.abdoul2025@minddevel.gov.cm</a></b>
<b>Employer's Representative:</b>	<i>Mayor of BUEA Council</i>
<b>Title/Position:</b>	<i>Mayor of BUEA Council</i>
<b>RFQ Ref No.:</b>	<i>N° 011/RFQ/BUEA COUNCIL – PROLOG/BC-ITB/2025 OF September 30, 2025</i>
<b>Date of Quotation:</b>	

**Mr Mayor of BUEA 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: 49,999,000(Forty nine million nine hundred and ninety nine thousand ) frs all taxes inclusive

## 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]***

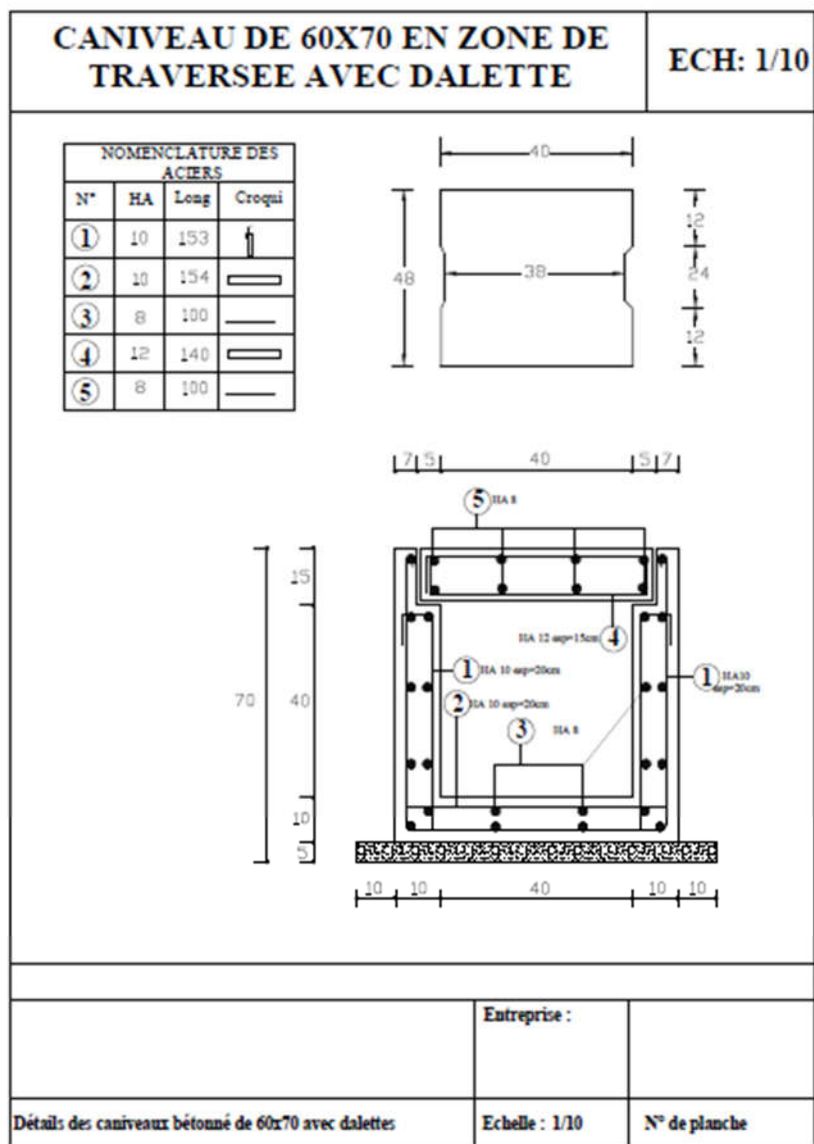
Date signed ***[insert date of signing]*** day of ***[insert month], [insert year]***

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





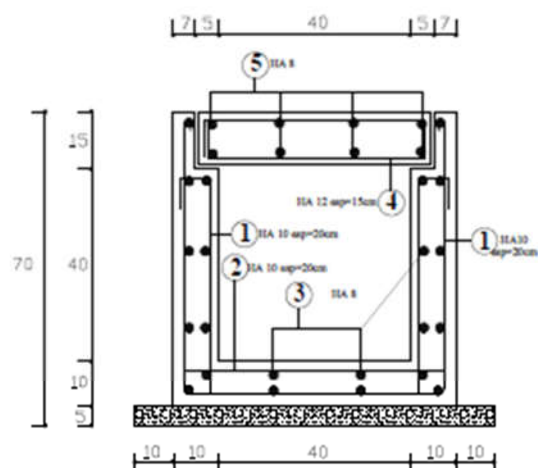
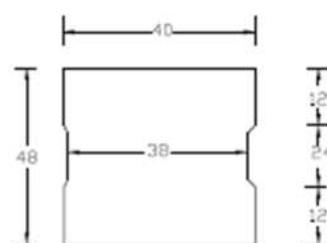
# ANNEX PLAN



# **CANIVEAU DE 60X70 EN ZONE DE TRAVERSEE AVEC DALETTE**

**ECH: 1/10**

NOMENCLATURE DES ACIERS			
N°	HA	Long	Croqui
①	10	153	
②	10	154	
③	8	100	
④	12	140	
⑤	8	100	

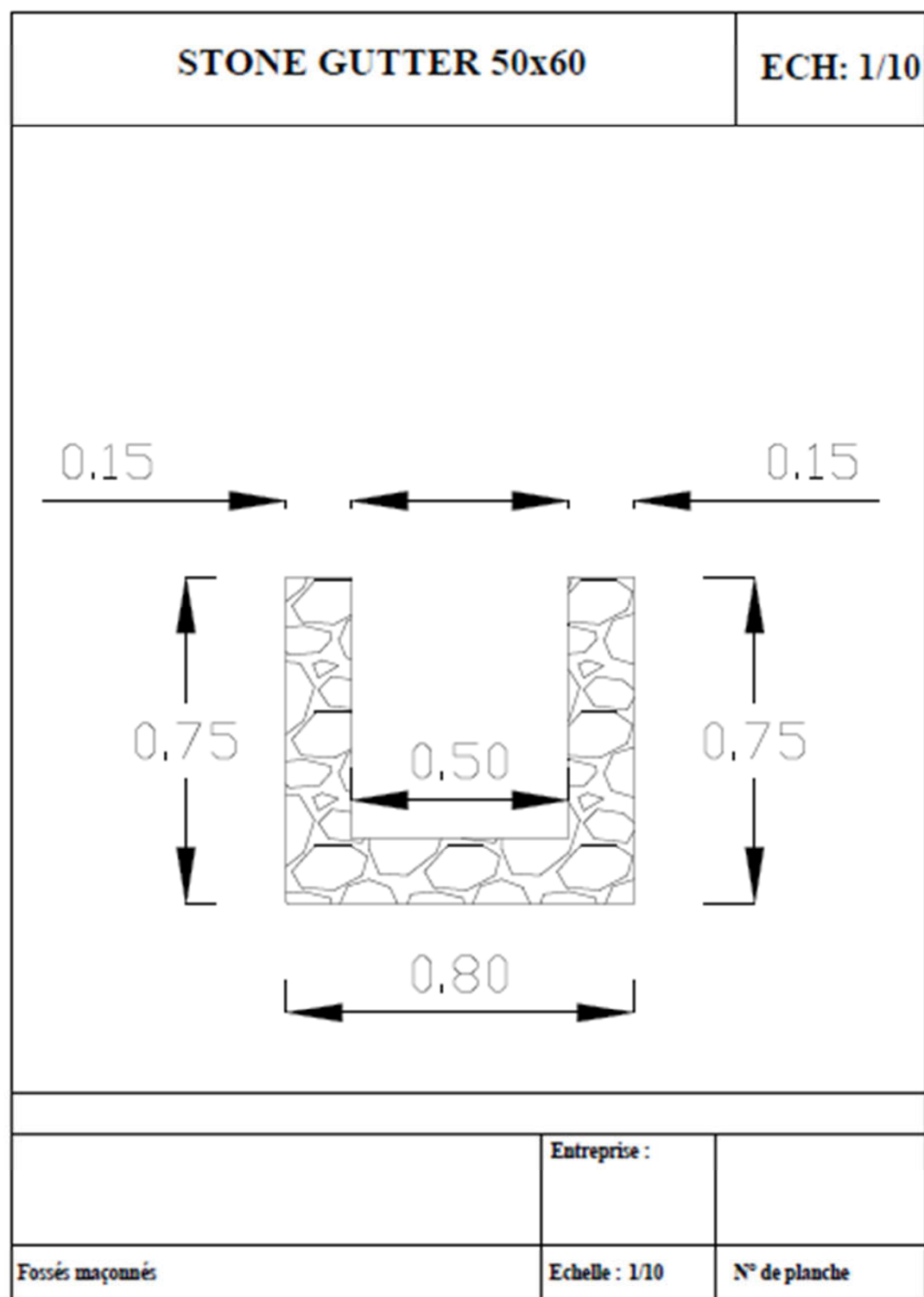


Entreprise :

Détails des caniveaux bétonnés de 60x70 avec dalettes

Echelle : 1/10

N° de planche



# Price Schedule and Detailed Specifications forms

## x. Sample Bill of Quantities<sup>2</sup> (Local Currency)

### F2 UNIT PRICE SCHEDULE (BPU)

**Construction of reinforced concrete gutters from government primary School Wovilla to Ngaliphazeh to Moki's Garage (750ml), Buea Council, Fako Division, South-West Region**

Price No	Description	UNIT	UNIT PRICE IN FIGURE	UNIT PRICE IN WORDS
	<b>SERIE 000: PRELIMINARY WORKS</b>			
TM001	<p><b>Site Installation.</b></p> <p>This price remunerates the PACKAGE (FT) under the general conditions provided for in the contract, the Company's site installations, their maintenance and their operation for the entire duration of the site. This price also pays for the preparation of the execution project as well as preliminary technical and geotechnical studies, which may be necessary.</p> <p><b>This price includes in particular:</b></p> <ul style="list-style-type: none"> <li>• the rental of land, if it is not made available to the Co-contractor by the Administration;</li> <li>• the development of surfaces for the installation of buildings, where applicable, areas for storing materials and parking machines and vehicles;</li> <li>• the construction of access roads, possible diversions and their maintenance;</li> <li>• the establishment of means of communication (telephone, fax, internet, radio) and security;</li> <li>• the supply of water and electricity;</li> <li>• the construction and equipment of the site laboratory located near the site;</li> <li>• operation for the entire contractual period of the site laboratory, as well as the dismantling and evacuation of components;</li> <li>• construction or rental of premises for offices, workshops, stores;</li> <li>• the possible installation of the crushing and screening plant including possible transfers;</li> <li>• fuel storage facilities;</li> <li>• signage for the work, its guarding and its maintenance;</li> </ul>	FT		

<sup>2</sup> In case of Lump-sum Contract, use Sample Activity Schedule.

	<ul style="list-style-type: none"> <li>• all other arrangements necessary for the proper functioning of the site;</li> <li>• preparation of the execution project as well as preliminary technical and geotechnical studies, if necessary;</li> <li>• the preparation of as-built plans;</li> <li>• dismantling and folding of installations;</li> <li>• possible movement as the work progresses;</li> <li>• the restoration of sites in accordance with environmental requirements, and all other constraints necessary for the proper execution of the work within the allotted time frame.</li> </ul> <p>It is essential that all elements of the site installation, including the fully equipped and functioning laboratory, are in place so that the 80% package can be paid. A missing item removes the right to payment in full. He must demolish any fixed installation, such as foundation, concrete or metal support, etc., demolish the concrete areas, decontaminate the soil if this was the case, or generally restore the site to the closest possible condition. Possible from its initial state.</p> <p>He may not abandon any equipment or materials on the site or in the surrounding area except at the request of the Project Owner.</p>			
TM002	<p><b>Mobilization and demobilization of equipment</b></p> <p>This price remunerates, under the general conditions provided for in the contract, at the PACKAGE (FT) the supply and removal of the equipment necessary for the execution of the work.</p> <p>This price includes in particular:</p> <p>the supply of equipment and machines necessary for the execution of the site, possibly including: crushing, coating, concrete manufacturing plants, site scales, earthmoving, sanitation, installation roadway and transport work.</p> <p>At the end of the work, the contractor will carry out all the work necessary to restore the premises.</p> <p>The Contractor must pack up all its equipment, machinery and materials.</p> <p>This price will be paid in two installments:</p> <p>* FIFTY PERCENT (50%) for the provision of equipment. This tranche will be paid progressively as the large equipment provided for in the approved execution project is brought to the site.</p> <p>* FIFTY PERCENT (50%) after provisional receipt when all of the material has been folded.</p>	FT		
TM003	<b>Studies, execution plan and As built plan</b>	FT		

	<p>This price pays under the general conditions provided for in the contract on the or package Ft</p> <p>This price includes particular:</p> <p>Technical execution studies among others: calculation notes, execution plans and As realized plan.</p> <p>NB: the price is paid after the validation of the report.</p>			
<b>SERIE 100: EARTH WORKS/CARRIAGE WAY WORKS</b>				
TM108	<p><b>Filling with suitable material or laterite from borrow pit</b></p> <p>prices pay in the general conditions provided for in the contract per CUBIC METER (m3), the backfill materials (to be defined), coming from borrowing.</p> <p>These prices include:</p> <ul style="list-style-type: none"> <li>• the preparation of borrow sites, the opening and maintenance of accesses and traffic routes within the perimeter of the operation;</li> <li>• any costs of expropriation or compensation;</li> <li>• opening of borrow pits including clearing, felling of trees, removal of topsoil and uncovering;</li> <li>• the extraction of materials, their storage or recovery from possible stocks;</li> <li>• transport of materials to the site over a distance not exceeding 5,000 meters;</li> <li>• the spreading of materials in layers compatible with the means of compaction;</li> <li>• compaction and all implementation constraints;</li> <li>• the restoration of borrowing sites;</li> <li>• all constraints linked to compliance with environmental requirements;</li> <li>• and all other constraints.</li> </ul>	M3		
TM110	<p><b>Grading and Compaction of roadway including creation of lateral earth gutters and offshoot</b></p> <p>This prices pay in the general conditions provided for in the contract per square METER (m2), of road treated, the shaping of the platform having to receive the bearing layer (earth roads) or foundation. This price does not include fitness and cleaning of side ditches.</p> <p>This price includes in particular:</p> <ul style="list-style-type: none"> <li>-possible cleaning of the existing platform</li> <li>-the excavation of possible existing plant lands</li> <li>-Scarification of the existing platform</li> <li>-Adjustment of the scarified platform</li> <li>-watering and compacting the platform</li> <li>-all subjections ;linked to traffic conditions and compliance with</li> </ul>	M2		

	environmental prescriptions -And all other subjections			
TM115	Sand Layer (thickness=5cm)	M2		
	<b>SUB-TOTAL 100</b>			
	<b>SERIE 300: DRAIANGE STRUCTURE</b>			
TM301	<b>Cleaning of Hydraulic structures</b> This price pays under the general conditions provided for in the contract, the cleaning of gutters. The price include in particular <ul style="list-style-type: none"> <li>- Manual cleaning and cleaning of the structure and upstream and downstream beds over a 5metres so as to restore the water path</li> <li>- The deposit of cleaning and cleaning products as approved by the contract manager.</li> <li>- Verification of the longitudinal slope of the ditches and outlets compatible with a complete rejection of the waters</li> </ul>	ml		
TM305	<b>Repair of existing stone gutters</b>  this price pays in general conditions provided for on the contract per liner meter, the cleaning of existing concrete or masonry ditches this price includes in particular <ul style="list-style-type: none"> <li>- Manual cleaning of ditches and outlets</li> <li>- Transportation and dump in a place approved by the project manager</li> <li>- Repair of damaged gutters</li> </ul>	ml		
TM312	<b>Construction of RC covered gutters 0.7x(0.6&lt;h&lt;0.7)</b>  This price covers the general conditions provided for in the contract, per LINEAR METER (ml), for the construction of concrete ditches (the section is to be defined by the Project Owner). This price includes in particular: <ul style="list-style-type: none"> <li>• the location of the work;</li> <li>• the execution of excavations following the standard profile, whatever the nature of the terrain, the transport and storage of the excavation products in a place indicated by the Project Manager, whatever the distance;</li> <li>• sizing and longitudinal slope adjustment operations;</li> <li>• the supply and transport to the site of materials, including formwork and reinforcement;</li> <li>• the formulation and manufacture of concrete, the installation</li> </ul>	ml		

	<p>of reinforcements and formwork, the placement of concrete, tightening, smoothing and possible leveling;</p> <ul style="list-style-type: none"> <li>• backfilling, compaction and restoration of surrounding areas;</li> <li>• all constraints linked to traffic conditions and compliance with environmental regulations;</li> <li>• and all other constraints.</li> </ul> <p>NB: In the case of prefabrication, it includes the installation and repointing of the prefabricated elements.</p> <p><b>Reinforced concrete slabs dosed at 350kg/m3</b></p> <p>prices pay, under the general conditions provided for in the contract, per CUBIC METER (m3), the supply and installation of reinforced concrete slabs allowing pedestrians and vehicles to cross concrete or masonry ditches or gutters.</p> <p>These prices include:</p> <ul style="list-style-type: none"> <li>• the supply and transport to the site, whatever the distance, of the materials and equipment necessary for the prefabrication and installation of the slabs;</li> <li>• careful formwork including accessories;</li> <li>• prefabrication of the slab according to the approved execution project, its handling and storage before installation;</li> <li>• transport and installation of the prefabricated slab including all constraints.</li> <li>• all constraints linked to traffic conditions and compliance with environmental regulations;</li> <li>• and all other constraints.</li> </ul>			
TM313	<p><b>Construction of stone gutters (60+80)x70</b></p> <p>This price pays in the general conditions provided for in the contract, per LINEAR METER (ml), the construction of the masonry ditches (the section is to be defined by the Project Owner)</p> <p>This price includes in particular:</p> <ul style="list-style-type: none"> <li>• the location of the work;</li> <li>• the execution of excavations, whatever the nature of the terrain, the transport and storage of excavation products in a place indicated by the Project Manager, whatever the distance;</li> <li>• operations for sizing and adjusting the longitudinal slope;</li> <li>• the supply and transport to the site of all materials (rubble, cement, sand, gravel, etc.) and equipment necessary for the execution of the masonry;</li> <li>• the manufacture of mortar dosed at 400 kg of cement per cubic meter and the careful implementation of the masonry</li> </ul>	ml		



	including wedging, adjustment, humidification of the rubble, shaping of the joints by repointing; <ul style="list-style-type: none"> <li>• backfilling, compaction and restoration of surrounding areas;</li> <li>• all constraints linked to traffic conditions and compliance with environmental regulations;</li> <li>• And all other constraints.</li> </ul>			
	<b>SERIE 400 : ENGINEERING STRUCTURES</b>			
TM423e	<b>Supply and laying of interlocking paved blocks (thickness=12cm) including all suggestions</b>  prices pay in the general conditions provided for in the contract, per CUBIC METER (m2), the manufacture and implementation of concrete, following a dosage given in kg of cement per cubic meter of concrete; These prices include: <ul style="list-style-type: none"> <li>• the supply and transport to the site of all the materials necessary for the manufacture of concrete and their implementation whatever the distance;</li> <li>• formwork if necessary;</li> <li>• the formulation and manufacture of bricks according to technical specifications, including all storage requirements for components;</li> <li>• the implementation of bricks, possible treatment and leveling of surfaces;</li> <li>• removal of formwork, backfilling, compaction, restoration of the surrounding area;</li> <li>• all constraints linked to compliance with environmental requirements;</li> <li>• and all other constraints.</li> </ul>	ml		
	<b>SERIE 500: ENVIRONMENTAL AND SOCIAL SAFEGAURDS</b>			
501	ENVIRONMENTAL AND SOCIAL SAFEGAURDS	Ft		

Name of Bidder:

Signature:

Date:

## FRAMEWORK OF QUANTITATIVE AND ESTIMATED DETAIL

**construction of reinforced concrete gutters from government primary School Wovilla to Ngaliphazeh to Moki's Garage (750ml), Buea Council, Fako Division, South-West Region**

Price No	Description	Units	Quantity	U.P	Amount
<b>SERIE 000: PRELIMINARY WORKS</b>					
TM001	Site Installation.	Ft	1		
TM002	Mobilization and demobilization of equipment	Ft	1		
TM003	Studies, Execution plan and As built plan	Ft	1		
	<b>SUB-TOTAL 100</b>				
<b>SERIE 100: EARTH WORKS/CARRIAGE WAY WORKS</b>					
TM108	Filling with laterite/Pouzoulale from borrow pit	m3	1125		
TM110	Grading and Compacting of roadway including creation of gutters and offshoots	m2	4500		
TM115	Sand Layer (thickness=5cm)	M2	3791.25		
	<b>SUB-TOTAL 100</b>				
<b>SERIE 300: DRAIANGE STRUCTURE</b>					
TM301	Cleaning of hydraulic structures	ml	220		
TM305	Repair of existing stone gutters	ml	72		
TM312	Construction of RC covered gutters 0.7x(0.6<h<0.7) including slabs	ml	36		
TM313	Construction of rectangular stone gutters 50x60	ml	111.0		
	<b>SUB-TOTAL 300</b>				
<b>SERIE 400 : ENGINEERING STRUCTURES</b>					
TM423e	Supply and laying of interlocking paved blocks (thickness=12cm) including all suggestions	ml	631.87		
	<b>SUB-TOTAL 400</b>				
<b>SERIE 500 : ENGINEERING STRUCTURES</b>					
501	ENVIRONMENTAL AND SOCIAL SAFEGAURDS	Ft	Ft		
	<b>SUB-TOTAL 500</b>				
		TOTAL HTVA			
		TVA (19,25%)			
		AIR (5,5%)			
		TOTAL TTC			
		NET A MANDATER			

**Closed this cost estimate all taxes inclusive at the sum of : \_\_\_\_\_ATI**  
Signature

Name of Bidder:

Date:

## Format Schedule of sub-detail of prices

DESIGNATION :					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT /MECHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
<b>D</b>	<b>DIRECT TOTAL COST</b>			<b>A+B+C</b>	
<b>E</b>	<b>GENERAL SITE EXPENESES</b>			<b>Dx%</b>	
<b>F</b>	<b>GENERAL OFFICE EXPENSES</b>			<b>Dx%</b>	
<b>G</b>	<b>NET COST</b>			<b>D+E+F</b>	
<b>H</b>	<b>RISK + BENEFITS</b>			<b>Gx%</b>	
<b>P</b>	<b>TOTAL COST (HT)</b>			<b>G+H</b>	
<b>V</b>	<b>UNIT COST (HT)</b>			<b>P/Q'TY</b>	

## Technical Proposal

The Contractor shall provide:

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

<b>Staff quality</b>
<b>a) Works Director</b>
At least Civil engineer (copy of the diploma)
Curriculum Vitae of the Mission Manager, dated and signed
At least 3 years' experience in similar works
<b>b) Foreman</b>
At least a Degree in Civil Engineering or any other equivalent field (copy of the diploma)
Curriculum Vitae, dated and signed
Seniority $\geq 2$ years in a similar field
<b>c) Head Foreman</b>
At least HND in Civil Engineering and proof of training (copy of the diploma)
Curriculum Vitae, dated and signed
Seniority $\geq 2$ 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

<b>Construction equipment</b>
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

<b>Methodology for carrying out the work</b>
Detailed technical note on the organisation of the work
Description of the socio-environmental protection rules
Detailed work schedule with deadlines $\leq$ sixty (60) days
Special technical specifications, initialed on each page, dated and signed on the last page
Environmental and social clauses, initialed on each page, dated and signed on the last page
Specific Administrative Clauses initialed on each page, dated and signed on the last page
Site visit report

## ANNEX 3: Contract Forms

### Contract Agreement

THIS AGREEMENT

Made the . . . . .day of . . . . . ,

Between

***BUEA COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT – BUEA COUNCIL, FAKO 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 reinforced concrete gutters from government primary School Wovilla to Ngaliphazeh to Moki's Garage (750ml) , Buea Council, Fako 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;<sup>3</sup> and

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

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

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Employer** hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws **in force in the Republic of Cameroon** on the day, month and year specified above.

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

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

<p><b>1. Definitions</b></p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none"> <li>(a) The <b>Accepted Contract Amount</b> 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.</li> <li>(b) The <b>Activity Schedule</b> 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.</li> <li>(c) The <b>Adjudicator</b> is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in <b>CC 21</b>.</li> <li>(d) <b>“Bank”</b> means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</li> <li>(e) <b>Bill of Quantities</b> means the priced and completed Bill of Quantities forming part of the Contractor’s Quotation.</li> <li>(f) <b>Compensation Events</b> are those defined in <b>CC 40</b>.</li> <li>(g) The <b>Completion Date</b> is the date of completion of the Works as certified by the Project Manager, in accordance with <b>CC 49.1</b>.</li> <li>(h) The <b>Contract</b> is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in <b>CC 3.3</b> below.</li> <li>(i) The <b>Contractor</b> is the party whose Quotation to carry out the Works has been accepted by the Employer.</li> <li>(j) The <b>Contractor’s Quotation</b> is the completed quotation document submitted by the Contractor to the Employer.</li> <li>(k) The <b>Contract Price</b> is the Accepted Contract Amount stated in the Letter of Award of Contract and thereafter</li> </ul>
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	<p>as adjusted in accordance with the Contract.</p> <p>(l) <b>Days</b> are calendar days; months are calendar months.</p> <p>(m) <b>Dayworks</b> 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.</p> <p>(n) A <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</p> <p>(o) The <b>Defects Liability Certificate</b> is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>(p) The <b>Defects Liability Period</b> is the period specified in <b>CC 2.12</b> and calculated from the Completion Date.</p> <p>(q) <b>Drawings</b> 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.</p> <p>(r) The <b>Employer</b> is the party who employs the Contractor to carry out the Works, <b>as specified in CC 2.1.</b></p> <p>(s) <b>Equipment</b> is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(t) "<b>In writing</b>" or "<b>written</b>" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.</p> <p>(u) The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works as specified in <b>CC 2.1.</b></p> <p>(v) <b>Materials</b> are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(w) <b>Plant</b> is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(x) The <b>Project Manager</b> is the person named in <b>CC 2.1</b> (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.</p> <p>(y) The <b>Site</b> is the area defined as such in the <b>CC 2.1.</b></p>
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	<p>(z) <b>Site Investigation Reports</b> 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.</p> <p>(aa) <b>Specifications</b> means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(bb) The <b>Start Date</b> is <b>given in CC 2.1</b>. It is the latest date when the Contractor shall commence execution of the Works.</p> <p>(cc) A <b>Subcontractor</b> 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.</p> <p>(dd) <b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(ee) A <b>Variation</b> is an instruction given by the Project Manager which varies the Works.</p> <p>(ff) The <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the <b>CC 2.1</b>.</p> <p>(gg) <b>“Contractor’s Personnel”</b> 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.</p> <p>(hh) <b>“Key Personnel”</b> means the positions (if any) of the Contractor’s personnel that are included in the contract.</p> <p>(ii) <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following:</p> <p style="padding-left: 40px;"><b>Sexual Exploitation</b> 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;</p> <p style="padding-left: 40px;"><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>(jj) <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the</p>
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	<p>Contractor's Personnel with other Contractor's or Employer's Personnel; and</p> <p>(kk) <b>"Employer's Personnel"</b> 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.</p>
<b>2. Contract Specific Information</b>	<p>2.1 General</p> <p>(a) The <b>Employer</b> is: <u><b>The Mayor of BUEA Council</b></u>, 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.</p> <p>(b) The <b>Intended Completion Date</b> for the whole of the Works shall be: <u><b>sixty (60) days from notification of the start-up order</b></u></p> <p>(c) The <b>Project Manager</b> <b>is the Chief of buruuea road infrastructure, Buea Council</b>, which <i>coordinates</i> 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.</p> <p><b>The contract engineer</b> is the <b>Divisional Delegate for Public Works Fako, It</b> is responsible for monitoring the performance of the contract and ensuring that sectoral standards are taken into account when carrying out the work.</p> <p><b>The Environmental Expert</b> is <b>the Chief of Service Hygiene and sanitation Buea Council</b>. He is responsible <b>for monitoring the environmental</b> performance of the contract and ensuring that environmental standards relating to the contract are taken into account.</p> <p><b>The contractor</b> 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 out, and that they have every facility to perform their duties.</p> <p>(d) The <b>Site</b> is located at <b>Buea Council</b>.</p>

	<p>(e) The <b>Start Date</b> shall be: <i>upon notification of the start-up order.</i></p> <p>(f) The Works consist of:</p> <ul style="list-style-type: none"> <li>- <i>preliminary work ;</i></li> <li>- <i>Concrete work ;</i></li> <li>- <i>Environnemental and social safeguards</i></li> </ul> <p>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.</p> <p><b><u>Address for notices to the Employer:</u></b></p> <p><i>BUEA Council</i>  <i>The Mayor of the BUEA Council</i>  <i>FAKO Division</i>  <i>[address]</i></p> <p><i>[Electronic mail address]</i></p> <p><b><u>Address for notices to the Contractor:</u></b></p> <p><i>[insert the name of officer authorized to receive notices]</i>  <i>[title/position]</i>  <i>[department/work unit]</i>  <i>[address]</i></p> <p><i>[Electronic mail address]</i></p> <p><b><u>Service orders:</u></b></p> <ul style="list-style-type: none"> <li>- <i>The service order to start work is signed by the Mayor of Buea (Employer) and notified to the Co-contractor by the head of the contract department with a copy to the DDMINMAP-FAKO and the Contract Engineer.</i></li> <li>- <i>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 Buea (Employer), after obtaining the opinion of 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 the DDMINMAP-FAKO, the Contract Engineer, etc.</i></li> <li>- <i>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 BUEA (Employer) to the Contract Manager, the Co-contractor, DDMINMAP-FAKO and the Project Manager.</i></li> </ul>
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	<p><i>- Service orders for formal notice will be signed by the Mayor of BUEA (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-FAKO, the Contract Engineer and the Project Manager.</i></p> <p><i>- 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 BUEA (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-FAKO, the Contract Engineer and the Project Manager.</i></p> <p><i>- 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 , on the proposal of the Engineer, and notified to the Co-contractor by the Engineer.</i></p> <p><i>- 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.</i></p> <p>2.2 In accordance with CC 3.2, Sectional Completions are: <u>N/A</u></p> <p>2.3 The language of the contract is <u>english</u></p> <p>2.4 The contract is governed by the law in force in the State of Cameroon.</p> <p><b>The contract specific information for the listed Conditions of Contract (CC) clauses follows:</b></p> <p>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.</p> <p>2.6 CC 13: Site Data are: <u>[list Site Data].(N/A)</u></p> <p>2.7 CC 18: Site Possession Date(s) shall be:in the community of <u>Small Soppo Wonganga, in BUEA Council</u></p> <p>2.8 CC 21: Appointing Authority of Adjudicator: <u>Managing Director of ARMP</u></p>
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	<p>2.9 <b>CC 25.1:</b> A <b>Program</b> for the Works shall be submitted within: <b><u>Two weeks</u></b> from the date of the Letter of Award of Contract.</p> <p>2.10 <b>CC 25.2:</b> The period for submission of <b>progress reports</b> is: <b><u>every two weeks</u></b></p> <p>2.11 <b>CC 33:</b> The <b>Defects Liability Period</b> shall be: <b>six (<u>06</u>) months from the date of Completion.</b></p> <p>2.12 <b>CC 43:</b> The <b>retention</b> amount shall be <b><i>10% of the value of the contract including all taxes.</i></b></p> <p>2.13 <b>CC 44.1:</b> The <b>liquidated damages</b> for the whole of the Works shall be:</p> <ul style="list-style-type: none"> <li>- 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,</li> <li>- 1/1000th of the total contract price excluding VAT per calendar day of delay beyond the thirtieth day.</li> </ul> <p><b><u>SPECIAL PENALTIES</u></b></p> <p>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:</p> <ul style="list-style-type: none"> <li>- Late submission of the final bond within 15 days of notification of the Letter of Contract;</li> <li>- Late submission of insurance 15 days from notification of the DSO;</li> <li>- Delay of one month in fixing the site sign from the date of notification of the service order to start work;</li> <li>- Absence of the site log within 15 days of notification of the DSO;</li> <li>- 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.</li> </ul> <p>2.14 <b>CC 44.1:</b> The <b>maximum amount of liquidated damages</b> for the whole of the Works is: <b><u>10%</u></b> of the final Contract Price.</p> <p>2.15 <b>CC 44.3:</b> the <b>Bonus</b> for the whole of the Works is: <b><i>[insert percentage]</i></b> of the final Contract Price per day. The <b>maximum amount of Bonus</b> for the whole of the Works is <b><i>[insert percentage]</i></b> of the final Contract Price. <b><i>[If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually</i></b></p>
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	<p><i>numerically equal to the liquidated damages.](Not applicable)</i></p> <p>2.16 <b>CC 45:</b> The <b>Advance Payment</b> shall be: <b>20%</b> of the Accepted Contract Amount and shall be paid to the Contractor no later than <b>30 days</b> after the Contractor submits an acceptable Bank Guarantee.</p>
<b>3. Interpretation</b>	<p>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.</p> <p>3.2 If sectional completion is specified in <b>CC 2.3</b>, 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).</p> <p>3.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) the Contract Agreement,</li> <li>(b) The Letter of Award of Contract</li> <li>(c) The Contractor's Quotation,</li> <li>(d) the Conditions of Contract, including Appendices</li> <li>(e) the Specifications,</li> <li>(f) the Drawings,</li> <li>(g) the Bill of Quantities,<sup>1</sup> and</li> <li>(h) any other document</li> </ul>
<b>4. Prohibitions</b>	<p>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</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</li> <li>(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</li> </ul>

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

	prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
<b>5. Project Manager's Decisions</b>	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.
<b>6. Subcontracting</b>	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.
<b>7. Cooperation</b>	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.
<b>8. Personnel and Equipment</b>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care;</li> <li>(b) carries out duties incompetently or negligently;</li> <li>(c) fails to comply with any provision of the Contract;</li> <li>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;</li> <li>(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;</li> <li>(f) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or</li> <li>(g) has been recruited from the Employer's Personnel.</li> </ul> <p>As appropriate, the Contractor shall then promptly appoint (or</p>

	<p>cause to be appointed) a suitable replacement with equivalent skills and experience.</p> <p><b>8.3 Labor</b></p> <p><b>8.3.1 <i>Engagement of Staff and Labor.</i></b> 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.</p> <p><b>8.3.2 <i>Labor Laws.</i></b> 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.:</p> <p><b>8.3.3 <i>Facilities for Staff and Labor.</i></b> The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel.</p> <p><b>8.3.4 <i>Supply of Foodstuffs.</i></b> 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.</p> <p><b>8.3.5 <i>Supply of Water.</i></b> 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.</p> <p><b>8.3.6 <i>Forced Labor.</i></b> The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor <i>consists</i> 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 indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>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.</p>
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	<p><b>8.3.7 <i>Child Labor.</i></b> The Contractor, including its Subcontractors, shall <i>not</i> employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"><li>(a) with exposure to physical, psychological or sexual abuse;</li><li>(b) underground, underwater, working at heights or in confined spaces;</li><li>(c) with dangerous machinery, equipment or tools, or involving handling or</li><li>(d) transport of heavy loads;</li><li>(e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li><li>(f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li></ul> <p><b>8.3.8 <i>Employment Records of Workers.</i></b> The Contractor shall keep complete and accurate records of the employment of labor at the Site.</p> <p><b>8.3.9 <i>Non-Discrimination and Equal Opportunity.</i></b> 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</p>
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	<p>aspects of the employment relationship.</p> <p>8.3.10 <i>Contractor's Personnel Grievance Mechanism.</i> The Contractor shall have a proportionate grievance mechanism for Contractor's Personnel.</p> <p>8.3.11 <i>Awareness of Contractor's Personnel.</i> 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.</p>
<b>9. Employer's and Contractor's Risks</b>	<p>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.</p>
<b>10. Employer's Risks</b>	<p>10.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> <li>(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 <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul> </li> <li>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</li> </ul> <p>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</p> <ul style="list-style-type: none"> <li>(a) a Defect which existed on the Completion Date,</li> <li>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</li> <li>(c) the activities of the Contractor on the Site after the Completion Date.</li> </ul>
<b>11. Contractor's</b>	<p>11.1 From the Starting Date until the Defects Liability Certificate</p>

<b>Risks</b>	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.
<b>12. Insurance</b>	<p>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 <b>CC 2.6</b>, for listed events which are due to the Contractor's risks:</p> <p>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.</p> <p>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.</p> <p>12.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.</p> <p>12.5 Both parties shall comply with any conditions of the insurance policies.</p>
<b>13. Site Data</b>	<p>13.1 The Contractor shall be deemed to have examined any Site Data referred to in <b>CC 2.7</b>, supplemented by any information available to the Contractor.</p>
<b>14. Contractor to Construct the Works</b>	<p>14.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.</p>
<b>15. Approval by the Project Manager</b>	<p>15.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>15.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>15.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>15.4 The Contractor shall obtain approval of third parties to the</p>

	<p>design of the Temporary Works, where required.</p> <p>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.</p>
<b>16. Health, Safety and Protection of the Environment</b>	<p>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.</p> <p>16.2 The Contractor shall comply with all applicable health and safety regulations and laws.</p> <p>16.3 Protection of the environment</p> <p>(a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and</p> <p>(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.</p> <p>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.</p>
<b>17. Archaeological and Geological Findings</b>	<p>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.</p>
<b>18. Possession of the Site</b>	<p>18.1 If possession of a part is not given by the date stated in <b>CC 2.8</b>, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.</p>
<b>19. Access to the Site</b>	<p>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.</p>
<b>20. Instructions, Inspections and Audits</b>	<p>20.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p>



	<p>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.</p>
	<p>20.3 Inspections &amp; Audit by the Bank</p> <p>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 <b>CC 23.1</b> (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).</p>
<p><b>21. Appointment of the Adjudicator</b></p>	<p>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 <b>CC 2.9</b>, to appoint the Adjudicator within 7 (seven) days of receipt of such request.</p> <p>21.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 14 (fourteen) days, the Adjudicator shall be designated by the Appointing Authority stated in <b>CC 2.9</b>, at the request of either party, within 7 (seven) days of receipt of such request.</p>
<p><b>22. Procedure for Disputes</b></p>	<p>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</p>

	<p>14 (fourteen) days of the notification of the Project Manager's decision.</p> <p>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.</p> <p>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. <i>[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]</i></p> <p><i>[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.]</i></p> <p>(a) Contract with foreign Contractor:</p> <p><i>[unless the Employer chooses the commercial arbitration rules of another international arbitral institution, the following sample clause should be inserted:]</i></p> <p>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 one or more arbitrators appointed in accordance with the said Rules.</p> <p>(b) Contracts with Contractor national of the Employer's Country:</p> <p>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.]</p>
<b>23. Fraud and</b>	23.1 The Bank requires compliance with the Bank's Anti-

<b>Corruption</b>	<p>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.</p> <p>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 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.</p>
<b>24. Security of the Site</b>	<p>24.1 <i>[Insert the following where the Contractor is responsible for the security of the Site]</i> The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> <li>(a) for keeping unauthorized persons off the Site;</li> <li>(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.</li> </ul> <p>The Contractor shall require the security personnel to act within the applicable Laws.</p>
<b>B. Time Control</b>	
<b>25. Program and Progress Reports</b>	<p>25.1 The Contractor shall submit for approval a Program for the Works, within the period stated in <b>CC 2.10</b>. 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.</p> <p>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 <b>CC 2.11</b>.</p> <p>25.3 In addition to the progress reports stated in <b>CC 2.11</b>, 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.</p> <p>The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed</p>

	with the Project Manager.
<b>26. Extension of the Completion Date</b>	<p>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.</p> <p>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.</p>
<b>27. Acceleration</b>	<p>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.</p> <p>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.</p>
<b>28. Delays Ordered by the Project Manager</b>	<p>28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.</p>
<b>29. Management Meetings</b>	<p>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.</p>
<b>30. Early Warning</b>	<p>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.</p> <p>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.</p>
<b>C. Quality Control</b>	
<b>31. Identifying</b>	<p>31.1 The Project Manager shall check the Contractor's work and</p>

<b>Defects</b>	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.
<b>32. Tests</b>	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.
<b>33. Correction of Defects</b>	<p>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.</p> <p>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.</p>
<b>34. Uncorrected Defects</b>	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.
<b>D. Cost Control</b>	
<b>35. Contract Price<sup>2</sup></b>	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 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.
<b>36. Changes in the Contract Price<sup>3</sup></b>	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

<sup>2</sup> In lump-sum contracts, replace CC 35.1 as follows:

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.

<sup>3</sup> 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.

	<p>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.</p> <p>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.</p>
<b>37. Variations</b>	<p>37.1 All Variations shall be included in updated Programs<sup>4</sup> produced by the Contractor.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>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 <b>CC 36.1</b> or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.<sup>5</sup></p>

<sup>4</sup> In lump-sum contracts, add "and Activity Schedules" after "Programs."

<sup>5</sup> In lump-sum contracts, delete this paragraph.

<b>38. Payment Certificates</b>	<p>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.</p> <p>38.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.</p> <p>38.3 The value of work executed shall be determined by the Project Manager.</p> <p>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.<sup>6</sup></p> <p>38.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>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.</p>
<b>39. Payments</b>	<p>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.</p> <p>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.</p>
<b>40. Compensation Events</b>	<p>40.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to <b>CC 2.8</b>.</li> <li>(b) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(c) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then</li> </ul>

<sup>6</sup> In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

	<p>found to have no Defects.</p> <ul style="list-style-type: none"> <li>(d) The Project Manager unreasonably does not approve a subcontract to be let.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(h) The advance payment is delayed.</li> <li>(i) The effects on the Contractor of any of the Employer's Risks.</li> <li>(j) The Project Manager unreasonably delays issuing a Certificate of Completion.</li> </ul> <p>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.</p> <p>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.</p> <p>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.</p>
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<b>41. Tax</b>	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.
<b>42. Price Adjustment</b>	42.1 <b>Prices shall not be adjusted for any fluctuations in the cost of inputs.</b>
<b>43. Retention</b>	<p>43.1 The Employer shall retain from each payment due to the Contractor the proportion stated in <b>CC 2.13</b> until Completion of the whole of the Works.</p> <p>43.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with <b>CC 49.1</b>, 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.</p>
<b>44. Liquidated Damages and Bonuses</b>	<p>44.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in <b>CC 2.14</b> 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 <b>CC 2.15</b>. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.</p> <p>44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in <b>CC 39.1</b>.</p> <p>44.3 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in <b>CC 2.16</b> 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</p>
<b>45. Advance Payment</b>	45.1 The Employer shall make advance payment to the Contractor in the amount specified in <b>CC 2.17</b> , against provision by the

	<p>Contractor, if required in <b>CC 2.17</b>, 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.</p> <p>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.</p> <p>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.</p>
<b>46. Performance Security (N/A)</b>	<p>46.1 The Performance Security, if required in <b>CC 2.18</b>, 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 <b>CC 2.18</b>, 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.</p>
<b>47. Dayworks</b>	<p>47.1 If applicable, the Day works 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.</p> <p>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.</p> <p>47.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p>

<b>48. Cost of Repairs</b>	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.
<b>E. Finishing the Contract</b>	
<b>49. Completion</b>	<p>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.</p> <p>49.2 The <b>provisional and final acceptance Committee</b> is composed as follows :</p> <ul style="list-style-type: none"> <li>- <b>The President:</b> The Mayor of Buea or his representative</li> <li>- <b>The reporter:</b> The engineer from BUEA Council (market engineer)</li> <li>- The members: <ul style="list-style-type: none"> <li>✓ The Southwest Regional Coordinator of PROLOG or his representative;</li> <li>✓ The person in charge of the school or his representative;</li> <li>✓ MINTP Departmental Delegate for FAKO or his/her representative</li> </ul> </li> <li>- <b>The observers:</b> MINMAP Departmental Delegate for FAKO or his/her representative</li> <li>- MINDDEVEL Departmental Delegate for FAKO or his/her representative</li> <li>- <b>The Contractor</b></li> </ul> <p>Any other person invited by the Chairman of the Reception Committee for their expertise.</p> <p>49.3 <b>The guarantee period is 6 months</b></p>
<b>50. Taking Over</b>	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.
<b>51. Final Account</b>	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.
<b>52. Operating and Maintenance Manuals</b>	<p>52.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in <b>CC 2.19</b>.</p> <p>52.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in <b>CC 2.19</b>, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount stated in <b>CC 2.20</b> from payments due to the Contractor.</p>
<b>53. Termination</b>	<p>53.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>53.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p>
	<ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>(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;</li> <li>(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;</li> <li>(f) the Contractor does not maintain a Security, which is required;</li> <li>(g) the Contractor has delayed the completion of the Works for which the maximum amount of liquidated damages can be paid, as specified in <b>CC 2.15</b>; or</li> <li>(h) if the Contractor, in the judgment of the Employer has</li> </ul>

	<p>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.</p> <p>53.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p>
	<p>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.</p>
	<p>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 <b>CC 53.2</b> above, the Project Manager shall decide whether the breach is fundamental or not.</p>
<p><b>54. Payment upon Termination</b></p>	<p>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 <b>CC 2.21</b> 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.</p> <p>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 protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>
<p><b>55. Property</b></p>	<p>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.</p>
<p><b>56. Release from Performance</b></p>	<p>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</p>

	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.
<b>57. Suspension of Bank Loan or Credit</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) The Employer is obligated to notify the Contractor of such suspension within 7 (seven) days of having received the Bank's suspension notice.</li> <li>(b) If the Contractor has not received sums due to it within the 28 (twenty eight) days for payment provided for in <b>CC 39.1</b>, the Contractor may immediately issue a 14 (fourteen)-day termination notice.</li> </ul>
<b>Various provisions</b>	<p><b>Publication and distribution of this Contract</b> Fifteen (15) copies of this Contract shall be printed by the <b>Employer</b> and supplied to the Contract Manager.</p>
	<p><b>Stamps and registration</b> 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.</p>
	<p><b>Entry into force of the Contract Letter</b> 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.</p>

## 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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<sup>3</sup> 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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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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]*,<sup>1</sup> 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...<sup>2</sup>, 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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<sup>1</sup> 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.

<sup>2</sup> 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,

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.

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*[signature(s)]*

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

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*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."*

***[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]*<sup>1</sup> 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]*..

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<sup>1</sup> 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.

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, 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]*,<sup>2</sup> 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.

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*[signature(s)]*

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

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<sup>2</sup> *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