REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie
****
MINISTERE DE DECENTRALISATION ET DEVELOPEMENT LOCALE
******
REGION DU NORD OUEST
****
COMMUNE DE ELAK
****
SERVICE DE PASSATION DES MARCHES PUBLIQUES
****

REPUBLIC OF CAMEROON
Peace – Work – Fatherland
****
MINISTRY OF DECENTRALIZATIC AND LOCAL DEVELOPMENT
NORTH WEST REGION
****
ELAK COUNCIL
****
SERVICE FOR THE AWARD PUBLIC CONTRACTS
****

ELAK INTERNAL TENDER BOARD

PROCUREMENT OF SMALL WORKS BY ELAK COUNCIL INTERNAL TENDERS BOARD

REQUEST FOR QUOTATION(RFQ) N^{O}: 08/RFQ/EC/ECITB /MINDDEVEL/PROLOG/NWR/2026 OF 02/10/2026 FOR THE CONSTRUCTION OF A 3m SPAND BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA , BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON.

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

Project Owner: THE MAYOR OF ELAK COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - ELAK COUNCIL, BUI DIVISION, NORTHWEST REGION)

Country: Cameroon

Funding: IDA No. 12730

STEP Contract Reference No.: 000012/C/JULY/2026/MINDDEVEL/SG/ PROLOG-ELAK COUNCIL

Issued on: 21 JULY 2026

Procurement of:

THE CONSTRUCTION OF A 3m SPAND BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA , BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON.

Ref No: N° 08/ MAYOR/EC/ECITB/PROLOG Budget 2026 OF 02/10/2026

Project: Local Governance and Resilient Communities Project (PROLOG)

Project owner: THE LORD MAYOR OF ELAK COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - ELAK COUNCIL, BUI DIVISION, NORTHWEST REGION)

Country: CAMEROON

Issued on: 21 JULY 2026

Table of Contents

Request for Quotations ..... Error! Bookmark not defined.

ANNEX 1: Works Requirements Specifications.. Error! Bookmark not defined.

ANNEX 2: Quotation Forms.....**11**

ANNEX 3: Contract Forms **91**

REPUBLIQUE DU CAMEROUN
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ELAK COUNCIL INTERNAL TENDERS BOARD REQUEST FOR QUOTATION(RFQ) N°: 08/RFQ/EC/ECITB /MINDDEVEL/PROLOG/NWR/2026 OF 02/10/2026 FOR THE CONSTRUCTION OF A 3m SPAN BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON.

Dear Sir/Madam,

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 **ELAK COUNCIL (PROLOG COMMUNITY INVESTMENT SUPPORT GRANT AGREEMENT - ELAK COUNCIL, BUI DIVISION, NORTH WEST REGION)** to build community infrastructure.

2. As part of the agreement, financing for **THE CONSTRUCTION OF A 3m SPAN BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA ,BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON.**

3. **The Lord Mayor of ELAK 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 **ELAK 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 subconsultants for any part of the Contract including Related Services.

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

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

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

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

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

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

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

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 honour 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 honour by the tenderer and the (xi) 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 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.***

- ***The receipt for the categorization certificate is not admissible; however, holders of the categorization certificate are exempt from the requirements regarding key personnel, equipment and references in the sector.***

Clarifications

The amount and currency of the Bid Security shall be **0CFA Francs Xaf** or its equivalent in a freely convertible international currency.

For institutions located in the project owner's country:

The list of banks and first-rate financial institutions approved by the Minister of Finance and authorized to issue sureties is attached at the end of the Tender File.

Note :***The absence or non-conformity of the guarantee of the offer is eliminatory***

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

Attention of:	**The Lord Mayor of ELAK Council**
Administration:	**ELAK Council**
Town:	**ELAK**
PO. Box:	13-ELAK
Country:	**Cameroon**
Cell phone:	(+237) **694175092**
Mail :	ngumjeromenjioh@gmail.com

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 QUOTATION(RFQ) N°: 08/RFQ/EC/ECITB/ MINDDEVEL/PROLOG/NWR/2026 OF 02/10/2026 FOR THE CONSTRUCTION OF A 3m SPAN BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA, BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON.

NOT TO BE OPENED UNTIL THE BID OPENING SESSION"

23. The deadline for submission of Quotations is the **30 /09/2026 at 10 am.**

Note: Any tender arriving after the deadline for submission of tenders will be rejected. Tenders will be opened in the presence of the tenderers' representatives at the above-mentioned address.

24. The address for submission of Quotations is:

Attention of:	**The Mayor of ELAK Council**
Administration:	**ELAK Council**
Town:	**ELAK**
Located at:	ELAK
PO. Box:	B.P Box 13 ELAK
Country:	**Cameroon**
Cell phone:	(+237) **694 175 092**
E-Mail:	**ngumjeromenjioh@g.com**

Opening of Quotations

25. The opening of the quotations will take place at the **ELAK Council** Hall on **the 29/10/2026 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	
1	**Presentation of the Offer**	
	Compliance with the order prescribed in the RFQ and dividers	Yes/No
	Legibility and pagination	Yes/No
2	**Experience of the bidder**	
	Two references in the execution of works contracts	Yes/No
	One reference similar to the mission	Yes/No
3	**Staff quality**	
	a) Works Director	
	At least Master in Civil engineering (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) ENGINEER (According to the Sector)	
	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 ≥ 2 years in a similar field	Yes/No
	c) Foreman	
	At least HND in civil engineering and proof of training in civil engineering works (copy of the diploma)	Yes/No
	Curriculum Vitae, dated and signed	Yes/No
	Seniority ≥ 2 years in a similar field	Yes/No
4	**Construction equipment**	
	List of small items of equipment appropriate to the task (photocopies of purchase invoices must be provided)	Yes/No
5	**Work execution methodology**	
	Detailed technical note on the organization of the work	Yes/No
	Description of the socio-environmental protection rules	Yes/No
	Detailed work schedule with deadlines ≤ ninety (90) days	Yes/No
6	Special technical specifications, initialled on each page, dated, and signed on the last page	Yes/No
7	Environmental and social clauses, initialled on each page, dated, and signed on the last page	Yes/No
8	Special Administrative Conditions initialled on each page, dated, and signed on the last page	Yes/No
	Total of "Yes"	..... /20

<u>Note</u>: 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,

02 OCT 2026

ELAK, the .....

Signature:



Ngum Jerome Njioh

Attachments:

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

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Commission Interne de Passation des Marchés

Avis de Demande de Cotations

NO: 08/DC/EC/ECITB/ MINDDEVEL/PROLOG/NWR/2026 OF 02/10/2026 Relatif à la CONSTRUCTION D'UN PONT À POUTRES EN TREILLIS DE 3 m DE HAUT SUR LA RIVIÈRE LOWER-FEYIN, RELIANT FEYIN ET EBLOM, DANS LE VILLAGE D'ICHIM, DANS LA COMMUNE D'ELAK OKU, DIVISION DE BUI, RÉGION DU NORD-OUEST DU CAMEROUN.

Demande de Cotations (DC)

1. 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 d'ELAK (CONVENTION DE SUBVENTION D'APPUI AUX INVESTISSEMENTS COMMUNAUTAIRES PROLOG-COMMUNE)** pour la réalisation des infrastructures communautaires.

2. Dans le cadre de cet accord, il a été convenu le financement de la **CONSTRUCTION D'UN PONT À POUTRES EN TREILLIS DE 3 m DE HAUT SUR LA RIVIÈRE LOWERFEYIN, RELIANT FEYIN ET EBLOM, DANS LE VILLAGE D'ICHIM, DANS LA COMMUNE D'ELAK OKU, DIVISION DE BUI, RÉGION DU NORD-OUEST DU CAMEROUN.**

3. Le **Maire de la Commune d'ELAK**, invite les potentiels prestataires à soumettre les Cotations pour la prestation décrite 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 d'ELAK** (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 Fournisseurs 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 Fournisseurs

6. Dans le cas où le Fournisseur 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.

7. Un Fournisseur peut avoir la nationalité de tout pays, sous réserve des restrictions en vertu des paragraphes 9 et 10 ci-après. Un Fournisseur est réputé avoir la nationalité d'un pays si l'Entreprise est constituée, incorporée ou enregistrée 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.

8. Les entreprises et les personnes physiques peuvent ne pas être éligibles si indiqué au paragraphe 10 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 fournitures 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.

9. En ce qui concerne les paragraphes 6 et 8, 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 6 et 9 (a) : *[insérer une liste des pays après approbation de la Banque pour appliquer la restriction ou indiquer « aucun »].*

   (b) En vertu des paragraphes 6 et 9 (b) : *[insérer une liste des pays après l'approbation de la Banque pour appliquer la restriction ou indiquer « aucun »].*

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

11. Un Fournisseur qui est une entreprise ou institution publique dans le pays de l'Acheteur peut être admissible à participer à la mise en concurrence et se voir attribuer un marché à condition qu'il peut établir, d'une manière acceptable pour la Banque, qu'il :

   (d) est légalement et financièrement autonomes ;

   (e) fonctionne en vertu du droit commercial ; et

   (f) n'est pas sous la supervision de l'Acheteur.

12. Un Fournisseur ne doit pas avoir de conflit d'intérêts. Tout Fournisseur en situation de conflit d'intérêts sera disqualifié. Un Fournisseur peut être considéré comme en conflit d'intérêts aux fins du présent processus de Demande de Cotation, si le Fournisseur :

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

   (j) reçoit ou a reçu une subvention directe ou indirecte d'un autre Fournisseur qui a soumis une Cotation;

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

   (l) a une relation avec un autre Fournisseur qui a soumis une Cotation, directement ou par l'entremise de tiers communs, qui la mette en mesure d'influencer la Cotation d'un autre Fournisseur ou d'influencer les décisions de l'Acheteur 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 l'Acheteur ou l'Emprunteur pour la mise en œuvre du marché; ou

   (o) fournirait des Fournitures, travaux ou services non consultants résultant ou directement liés à des services de consultant pour la préparation ou la mise en œuvre du projet spécifié dans 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 Cotations 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 Cotations et d'exécution du marché.

Garantie de Bonne éxécution (le Cas échéant)

L'entreprise retenue doit fournir une garantie de bonne exécution conformément aux dispositions du contrat

Validité des Cotations

13. Les Cotations seront valides jusqu'à *quatre-vingt-dix (90) jours après l'ouveture.*

14. **Prix proposé**

16. Le contractant doit indiquer son prix total dans le formulaire de devis du contractant.

17. Le contractant doit également indiquer ses tarifs et ses prix pour tous les postes des travaux décrits dans le devis quantitatif ci-joint. Les postes pour lesquels aucun tarif ou prix n'a été indiqué par le contractant ne seront pas pris en charge par le maître d'ouvrage une fois les travaux exécutés et seront réputés couverts par les tarifs et les prix des autres postes figurant dans le devis quantitatif.

Les taux et prix doivent inclure tous les droits, taxes et autres prélèvements dus par l'Entrepreneur en vertu du Contrat, à la date de 7 (sept) jours avant la date limite de soumission des offres

18. Un Entrepreneur qui prévoit d'engager des dépenses dans d'autres devises pour des intrants destinés aux Travaux fournis depuis l'extérieur du pays de l'Employeur et qui souhaite être payé en conséquence, doit indiquer une devise étrangère de son choix en plus de la devise locale en francs CFA (XAF).

19. La ou les devises de l'offre et la ou les devises de paiement doivent être les mêmes.

Proposition technique

20. Le contractant doit présenter une proposition technique comprenant une description des méthodes de travail, du matériel, du personnel, du calendrier et de toute autre information pertinente, suffisamment détaillée pour démontrer que sa proposition est de nature à répondre aux exigences du marché et à respecter les délais d'exécution.

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 et (ix) attestation de la visite du site signe par le contractant (x) L'Attestation de la catégorisation le cas échéant.**

Remarque :

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

- *Le récépissé du certificat de classification n'est pas admissible ; toutefois, les titulaires du certificat de classification sont exemptés des exigences relatives au personnel clé, à l'équipement et aux références dans le secteur*

Clarifications

14. Toute demande de clarification concernant cette Demande de Cotation peut être adressée par écrit :

A l'attention de:	**Le Maire de la Commune de ELAK**
Administration :	**La Commune de ELAK**
Ville:	**ELAK**
Boîte Postale:	**B.P Box ..... ELAK**
Pays:	**Cameroun**
Cell phone:	**694175092**
E-mail :	**ngumjeromenjioh@gmail.com**

Le délai de réception des demandes de précisions, exprimé en nombre de jours avant la date limite de soumission des offres, est de sept (07) jours. Le pouvoir adjudicateur enverra une copie de sa réponse à toutes les entreprises, en y joignant une description de la demande de précisions, sans toutefois en révéler l'origine.

Soumission des Cotations

15. 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 contenant la version scannée de la quotation et la version modifiable**, dans une enveloppe scellée marquée comme suit :

> *"Demande de Cotations* **N°: 08/DC/EC/ECITB/ MINDDEVEL/PROLOG/NWR/2026 OF 02/10/2026** *relatif à la* **CONSTRUCTION D'UN PONT À POUTRES EN TREILLIS DE 3 m DE HAUT SUR LA RIVIÈRE LOWERFEYIN, RELIANT FEYIN ET EBLOM, DANS LE VILLAGE D'ICHIM, DANS LA COMMUNE D'ELAK OKU, DIVISION DE BUI, RÉGION DU NORD-OUEST DU CAMEROUN.**
>
> *A N'OUVRIR QU'EN SEANCE D'OUVERTURE"*

16. Les cotations doivent être soumises selon le formulaire joint à l'Annexe

17. La date et l'heure limites pour la soumission des Cotations est *29/10/2026 à 10 heure*

18. L'adresse pour la soumission de votre Cotation est la suivante :

A l'attention de:	**Le Maire de la Commune de ELAK**
Administration :	**La Commune de ELAK**
Ville:	**ELAK**

Boîte Postale : B.P **Box 13 ELAK**

Pays: **Cameroun**
Cell phone: (+237) **694175092**

E-mail : **ngumjeromenjioh@gmail.com**

Ouverture des Cotations

19. Les Cotations seront ouvertes le **29 /10/2026 a 11hrs** par la commission de passation de Marche devant les représentants de l'Acheteur immédiatement après la date et l'heure limites de soumission des Cotations.

Évaluation des Cotations

20. Les Cotations seront évaluées afin de s'assurer du respect des spécifications techniques, des calendriers de livraison et d'achèvement et de toutes autres exigences de la DC.

GRILLE D'ÉVALUATION DES OFFRES

N°	Désignation	NOTATION BINAIRE
1	**Présentation de l'Offre**	
	Respect de l'ordre prescrit dans le DAO et intercalaires	Oui/Non
	Lisibilité et pagination	Oui/Non
2	**Expérience du soumissionnaire**	
	Deux références dans l'exécution de contrats de travaux	Oui/Non
	Une référence similaire à la mission	Oui/Non
3	**Qualité du personnel**	
	a) Directeur de travaux	
	Au moins Master en génie civil (copie du diplôme)	Oui/Non
	Curriculum Vitae du chef de mission, daté et signé	Oui/Non
	Au moins 3 ans d'expérience dans des travaux similaires	Oui/Non
	b) INGÉNIEUR (Selon le secteur)	
	Au moins une licence en génie civil ou tout autre domaine équivalent (copie du diplôme)	Oui/Non
	Curriculum Vitae, daté et signé	Oui/Non
	Ancienneté ≥ 2 ans dans un domaine similaire	Oui/Non
	c) Chef d'équipe / Contremaître	
	Au moins un BTS en système électrique et preuve de formation en énergies renouvelables (copie du diplôme)	Oui/Non

	Curriculum Vitae, daté et signé	Oui/Non
	Ancienneté ≥ 2 ans dans un domaine similaire	Oui/Non
4	**Matériel de chantier**	
	Liste de petits équipements adaptés à la tâche (fournir les photocopies des factures d'achat)	Oui/Non
5	**Méthodologie d'exécution des travaux**	
	Note technique détaillée sur l'organisation des travaux	Oui/Non
	Description des règles de protection socio-environnementale	Oui/Non
	Planning détaillé des travaux avec délais ≤ quatre-vingt-dix (90) jours	Oui/Non
6	**Cahier des clauses techniques particulières, paraphé à chaque page, daté et signé à la dernière page**	Oui/Non
7	**Clauses environnementales et sociales, paraphées à chaque page, datées et signées à la dernière page**	Oui/Non
8	**Cahier des Clauses Administratives Particulières paraphé à chaque page, daté et signé à la dernière page**	Oui/Non
	Total de « Oui »	**..... /20**

NB : ***seules les offres ayant obtenu un total de 17 « oui » sur 20 seront admises à l'étape suivante de la procédure.***

- ✓ Vérifier les opérations arithmétiques, multiplier les prix unitaires par les quantités le cas échéant et utiliser le prix en toutes lettres pour apporter les corrections nécessaires ;
- ✓ Établir un tableau récapitulatif des offres sur la base des montants corrigés des éventuelles erreurs arithmétiques, classés par ordre croissant.

27. À des fins d'évaluation et de comparaison, la ou les devises des offres doivent être converties en une devise unique. La devise qui sera utilisée à des fins de comparaison pour convertir, au taux de change vendeur, les prix proposés exprimés en différentes devises en une seule devise est : le franc CFA (XAF). La source du taux de change est : la Banque des États de l'Afrique centrale (BEAC). La date de référence pour le 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 retenu sera celui du dernier jour de cotation précédent).

28. Pour les offres techniquement conformes, les prix évalués totaux, hors montants provisoires et provisions pour imprévus, mais incluant les travaux journaliers lorsque ceux-ci font l'objet d'une tarification concurrentielle, seront comparés afin de déterminer le ou les prix évalués les plus bas.

(Sans objet) [Insérer ce qui suit s'il y a plusieurs lots : « Les offres seront évaluées par lot, en tenant compte des remises éventuelles, après avoir examiné toutes les combinaisons possibles de lots ».

Attribution du Marché

29. Le marché sera attribués au soumissionnaire qui remplit les conditions d'éligibilité conformément à l'appel d'offres, propose-le ou les prix évalués les plus bas, présente une offre techniquement conforme et garantit l'achèvement des travaux à la date prévue.

28. Le Maître d'ouvrage invitera par le moyen le plus rapide [par exemple, par courrier électronique] le ou les soumissionnaires retenus à toute discussion [qui devrait se dérouler en ligne compte tenu de la situation d'urgence] pouvant être nécessaire pour conclure le contrat ou, à défaut, pour la signature du contrat.

29. Le Maître d'ouvrage communiquera par le moyen le plus rapide aux autres soumissionnaires sa décision d'attribution du marché. Un soumissionnaire non retenu peut demander des éclaircissements sur les raisons pour lesquelles son offre n'a pas été retenue. L'Employeur répondra à cette demande dans un délai raisonnable.

30. L'Employeur publiera un avis d'attribution de marché sur son site web en libre accès, si disponible, ou dans un journal à diffusion nationale ou sur le site web de la BNDU, dans les 15 (quinze) jours suivant l'attribution du marché. Les informations comprendront le nom du ou des soumissionnaires retenus, le prix du marché, la durée du marché, un résumé de son objet ainsi que les noms des soumissionnaires et leurs prix proposés et évalués.

Au Nom de l'Employeur :

ELAK , le 12 OCT 2026

Signature :



Ngum Jerome Njioh

Pièces jointes :
Annexe 1 : Cahier des charges
Annexe 2 : Formulaire de devis
Annexe 3 : Formulaires de contrat

ANNEX 1: Work Requirements Specifications

1- Special Technical Specifications (STS)

1-1. THE CONSTRUCTION OF A 3m SPAND BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA ,BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON.

It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority and sample models of equipment and furniture provided by the project owner. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an execution plan showing clearly how he intends to run the work site. A fence in local materials shall enclose the whole work site to avoid trespassing.

SIGN-POSTS: The contractor shall put in place at his expense sign-posts indicating work in conformity with the plans put at his disposal by the authority that signed the contract.

Hygiene and safety: The contractor shall ensure total hygiene and security of the site by constructing a temporal pit latrine and putting up a temporal fence around the project site if that be the case.

The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

The contractor shall take all preventive measures against accidents. The owner of the project reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the contractor.

The contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The owner of the project shall have the right to the final choice in case of any modification.

2 - PREPARATORY WORKS – SETTING OUT: These works concern the clearing of the site and evacuation of the rubbles to the public discharge, the clearing and leveling of the site where necessary. The setting out will be in respect to the technical plans.

The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate trenching and other earthworks and good circulation. The commencement of excavation will be accepted by the Project Engineer without checking the conformity of the setting.

The minimal depth of the excavation trenches shall be of as will be specified by the geotechnical studies to be carried out by the contractor before the commencement of works to precise the soil bearing capacity.

Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Engineer. The excavations will be done manually or mechanically and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of classroom buildings.

ORIGIN, QUALITY AND PREPARATION OF MATERIALS: The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 and 15/25) shall be clean and well graded with very fine elements settlement of less than 2%. The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings. Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the Project Engineer with dimension sizes of not less than 20cm.

1) CONCRETE:

-Ordinary concrete: specifically lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m^3.

- Concrete for the *Raft:* shall be 15cm thick laid on the entire floor of the bridge between the 02 abutments and dosed at 350kg/m^3 over the entire surface.

NB: The inlet to the bridge shall be excavated at a depth of 60cm below the natural soil and concreted along the width of the bridge between the wings at 01m to the 02 abutments so as to resist the scouring by water upfront. The raft will receive a longitudinal slope of 2%, slopping towards the outlet of the bridge (flow of water).

-Reinforced concrete: shall be specifically for the footings, beams seatings and the slab of the bridge, kerbs and pillars of the mixt guard rails and their mixture shall be in a proportion of 350kg/m^3.

NB: All concrete works should be properly cured (i.e. water three times a day for seven days)

NOTE: Reinforcement Schedule.

N°	STRUCTURE	SIZES	Transversal RODS	Longitudinal RODS	STIRRUP	CONCRETE DOSAGE	TYPE
		Nos	ϕ	Torsϕ	Spacings		
1	Footing		10mm	8mm	20cm	350kg/m^3	Fe-E-400
3	Beam seating		12mm	10mm	20cm	400kg/m^3	Fe-E-400
4	Bridge slab	4	12mm	10mm	15cm	400kg/m^3	Fe-E-400
5	Bridge raft	4	8mm	8mm	20cm	350kg/m^3	Fe-E-400
	Kerb		8mm	8mm	20cm	350kg/m^3	Fe-E-400
	Pillars guard rails		8mm	8mm	20cm	350kg/m^3	Fe-E-400

NB: All rods should preferably be imported

Aggregate

- ***Sand***: Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from vary from 0.16 – 5mm. It shall be a mix of river and crushed sand mixed to the proportion as designed.
- *Gravel:* shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing. It shall a mix of 5/15 and 15/25

Water:

- To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities; meaning potable water.

Cement:

To be used mostly for cement mortar, all concrete mixtures shall satisfy the general conditions laid down by regulation in force. It will be of type Hydro 42.5 bars or equivalent resistant cement and shall not show any trace of uneven mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.

Rods:

Shall be mild steel reinforcement, Tor or Steel in accordance with the R/C &3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease.

Shuttering:

Hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.

MASONRY:

Stones- shall be as specified above

Wood – Material:

The wood must be pure and should not have nodes, foreign bodies or fractures due to sawing. This shall be locally sawn eucalyptus.

MODE OF EXECUTION OF THE VARIOUS TASKS

1) TR001.1 - Site installation

Description of works

These works consist of the mobilization of materials and personnel, the realization of geotechnical and technical studies for the project as well as the performance program and final report, the construction of a hut for site meeting, Etc…

2) TR001.2- Project information sign post

Description of works

This consist of fabricating information boards in wood, the supply to the sites at the extremes of the various roads and eventually at the post of works (bridge) so as to furnish the populations with all information concerning the project.

The boards will carry the following information:

North-West Region *******	Republic of Cameroon Peace-Work-Fatherland ********
Project name	THE CONSTRUCTION OF A 3m SPAND BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA ,BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON
Owner of the project	Mayor ELAK oku COUNCIL
Funding body	PROLOG 2026
Chief of service	PROLOG ENGINEER NW
Project Engineer	
Duration of the contract	Three (03) months
Contractor	

3) TM002 - Mobilization and folding up of equipment

Description of works

This task consists of the mobilization of equipment to the site through a loader and at the end of the works the folding up of the equipment by same means and the realization of all the works necessary to re-establish the lieu to their initial state.

4) 101 - BUSH CLEARING

Description of works

These works consist of removing vegetation and cleaning the edges of the road as well as on its immediate surroundings, felling trees and/ or trimming tree branches obstructing visibility, etc.

Mode of execution of works

This consists of clearing all vegetation at a width of two meters form the outer edge of the gutter and scraping and discarding vegetative soil from the road surface. These are labour intensive works carried out by groups of workers recruited from the community and equipped with the necessary tools to carry out the job.

5) 103 - Setting out of the structure

Description of works

This consists of carrying out activities geared at positioning the bridge at the coordinates such that the axis will aligned with that of the access road from the both sides. Also the characteristics of the structure as designed should be respected.

Mode of execution of works

This consists of using pegs and lines and with the help of a levels position the bridge such that it should be at right angle relative to the road with the wing walls at 45 degrees relative to the road or front walls of the bridge. Equally, the position of the areas to be excavated for the abutment including the working space should be materialized. As such the length and span of the bridge as well as the wing walls, the front wall and the abutment as a whole will be positioned. After the excavation these parameters will be verified first before the bridge works proper starts

So done, the following data will be verified before the excavation

NB: These works, and this, at every stage must be received by the Contract Engineer before the next phase can continue

6) 203.1 - Excavation in ordinary terrain for the abutments and for the deviation of the existing river bed

Description of works

This consists of digging to free the space set for the construction of the bridge. The various parameters set out will be respected in the excavation. Also the depth of the foundation as per the results of geotechnical studies should be respected i.e. 1.6m from the bed of the river

Mode of execution of works

This consists of excavating in ordinary terrain for the abutments and for the deviation of the existing river bed and also for the creation of a bed off stream to deviate the existing stream to join the main bed Length=50m, width=1m depth=1m.

NB: The excavation must be received by the Project Manager before the next phase can continue

7) 205 – 207 Backfilling of the bridge and filling and resurfacing of the accesses to the bridge

Description of works

This involves realization of the technical bloc and the linking to the existing carriage way (road)

These works hall be executed mechanically and manually with material extracted from a borrow pit approved by the project manager. The soil used for the fill shall present the following characteristics:

• CBR at 95% of OPM after four days of immersion			≥ 40
• Maximum dry density at 95% OPM (T/M^3)			≥ 1,8
• Plasticity index(IP)			≤ 25
• Percentage of fine grains<0.08mm	F		5≤F≤30
• Module of plasticity		F.IP	<500
• Linear inflation		%	<1
• Maximum diameter of grains		mm	40
• % passing through a sieve of 10mm		<10	35 – 90
• % passing through a sieve of 5mm		<5	20 – 60
• Residue at a sieve of 2mm		>2	10 – 40

The selected material from the borrow pit shall be laid on a trench and plat form previously shaped and compacted at a dry density of at least 90% OPM. The material shall be laid in horizontal layers of 20cm thick and having a water content equal to that of OPM before compaction (±2%).

The fill is compacted methodically up to 95% of the dry density of OPM. The rate of compaction shall be verified in -situ with a membrane densitometer at every $1000m^2$. A sample compaction test shall be carried out to determine of passes necessary to obtain the required compaction rate.

8) 305 – Stone masonry

Description of works

This consists of realizing the parts of the bridge with well-shaped and assembled stones according to the esthetic and type of the structure (form, dimension of stones, joints, Etc…) while respecting the works of arts

The mortar will be dosed at three hundred and fifty (350) kg of cement per m3 of sand.

The visible faces of the stones masonry should be regular. The minimum height of the shaped stones should not be less than fifteen (15) cm.

The finishing of the external joints will be realized with done with mortar M450

Mode of execution of works

This consists of

Mode of execution of works

These works shall be done exclusively manually (shaping of stones, humidification, elevation, bonding, pointing)

9) **309a, 309b, 309c and 309d - Lean concrete dosed at 150Kg/m3, Mass concrete dosed at 350Kg/m3, Reinforced concrete dosed at 400Kg/m3 and Reinforced concrete dosed at 350Kg/m2 for the bridge's raft**

Description of works

These works consist of the supply and putting in place of concrete150Kg/m3 for the lean concrete, at 350Kg/m3 for the mass concrete and 400Kg/m3 for the reinforced concrete.

The concretes A.400 for the reinforced concrete must have a minimum compression resistance of 270 bars at 28 days.

This task comprises notably the:

- supply including the transport to the site of materials (cement, sand, gravel etc.) and the tools necessary for the precast of the slabs;
- form works with planed planks;
- transport and the putting in place of the stones including all contingencies;.
- execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;
- And all other contingencies.

504b - Putting in place of RC beam 400 including the bracing

Description of works

10) **601a and 601b - Anti-rust paint and Oil Paint**

Paints

Les peintures de protection à mettre en œuvre sur les profilés métalliques préalablement brossés à blanc, sont de type glycérophtalique, et doivent être soumises à l'agrément préalable du Maître d'Œuvre Délégué.

Dans tous les cas une sous-couche antirouille d'une couleur différente sera mise en place préalablement.

11) **901c - Mix guard rails (concrete pillars and metallic pipes)**

12) **902a – Triangular sign posts type A ou AB**

13) **905b - Wooden post markers**

14) **909 – Weep holes**

15) **910 - Drainage pipes**

16) **1001 - Deviation- pedestrians crossing of the bridge**

17) SAFETY AND ENVIRONMENTAL PROTECTION

Safety measures shall be put in place to safeguard the health of the workers. They shall be

Equipped with personal protective equipment like helmets, boots, gloves, goggles, raincoats etc. a first aid box shall be provided on the site to render first aid services in case of any accident. Before the start of each task, workers shall be reminded of the potential hazards associated to that task and the safety measures to be taken to avoid possible accidents. Working points shall be well signalized to road users using signboards placed at adequate positions that can be visible to everybody.

Every area from which soil is to be extracted shall be covered with vegetative soil at the end of the job to facilitate the growth of vegetation and to avoid erosion.

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

Table of Contents

I. INTRODUCTION 1

II. GENERAL OBLIGATIONS 1

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

II.2. Commitments of the Project Management 3

II.3. Contractor's Internal Regulations 3

II.4. Inspections, Notifications, Non-Conformity Management, and Sanctions 3

II.4.1. Monitoring the Implementation of the Environmental and Social Clauses of the CCES 3

II.4.2. Notification of Non-Conformities 4

II.4.3. Management of Non-Conformities 4

II.4.4. Conditions for Suspension of Work 5

II.5. PROVISIONS PRIOR TO THE EXECUTION OF THE WORKS 5

II.5.1. Resources Allocated to Environmental and Social Management 5

II.5.2. Construction Site Environmental and Social Management Plan (CSEMP) 6

III. EXECUTION OF WORK 6

III.1. Construction Kick-off Meeting 6

III.2. Site Access and Installation 7

III.2.1. Access 7

III.2.2. Traffic 7

III.2.3. Installation 7

III.2.4. Permits and Authorizations Before Work 9

III.3. Clearance of Rights-of-Way and Identification of Networks 9

III.4. Provisions Applicable to Construction Site Installation and Throughout the Execution of Work 9

III.4.1. Weekly Environmental and Social Inspections 9

III.4.2. Reporting 9

III.5. Health and Safety Management 11

III.6. Information, Awareness-Raising, and Capacity Building 12

IV. ENVIRONMENTAL PROTECTION: REQUIREMENTS FOR MITIGATING ENVIRONMENTAL IMPACTS 13

IV.1. Maintenance and Waste Management 13

IV.2. Preventive Measures Against Noise and Dust Emissions 14

IV.3. Storage and Use of Potentially Polluting Substances 15

IV.4. Fuels and Lubricants 15

IV.5. Other Potentially Polluting Substances 15

IV.6. Management of Accidental Pollution 15

IV.7. Principle of Response Following Accidental Pollution 16

IV.8. Protection of Natural Areas Against Fire 16

IV.9. Preservation of the Site's Landscape Integrity 16

IV.10. Protection of Biodiversity 17

V. Management of Social Risks and Impacts: Plan/Program/Measures to Manage Social Risks and Impacts 18

V.1. Workforce Management Plan/Program/Measures 18

V.2. Workforce Influx Management Plan/Program/Measures 19

V.3. Plan/Program/Measures for the Prevention and Response to Gender-Based Violence: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) 20

V.4. Plan/Program/Measures for the Prevention of Damage to Persons and Property 21

V.5. Plan/Program/Measures for the Management of Occupation of Persons in the Right-of-Way: Restriction of Access by Residents to Their Residences or Businesses and/or Right-of-Way or Transit Easements (See also the Sub-Project Resettlement Plan, as applicable) 22

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

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

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

VI. SITE WITHDRAWAL AT THE END OF WORK 25

VII. APPENDICES 26

Appendix 1: Contents of the Site ESMP 26

Appendix 2: Properties That Make a Product Dangerous 29

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

Appendix 5. Codes of Conduct 31

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

LIST OF ACRONYMS AND ABBREVIATIONS

ILO: International Labor Office
CCES: Environmental and Social Clauses
TSP :Special Technical Clauses
CGES: Environmental and Social Management Framework
CPPA: Planning Framework for Indigenous Peoples
CPR: Resettlement Policy Framework

E&S: Environmental and Social
SEA: Sexual Exploitation and Abuse
EPC: Collective Protective Equipment
PPE: Personal Protective Equipment
ESHS: Environmental, Social, Health and Safety
MSDS: Safety Data Sheet
HIMO: Labor-Intensive
HS: Sexual Harassment
STI: Sexually Transmitted Infections
km/h: Kilometers/Hour
MINEPDED: Ministry of the Environment, Nature Conservation and Sustainable Development
MGP: Grievance Management Mechanism
MGPT: Worker Grievance Management Mechanism
STD: Sexually Transmitted Disease
NC: Non-Compliance
NES: Environmental and Social Standards
WHO: World Health Organization
XXXX Project Name
PCS: Social Communication Program
PEE: Environmental Engagement Plan
ESMP: Environmental and Social Management Plan
PGMO: Workforce Management Plan
PPMP: Stakeholder Mobilization Plan
PHSE: Environmental Health and Safety Plan
UGP: Project Management Unit
AIDS: Acquired Immunodeficiency Syndrome
OHS: Occupational Health and Safety
HIV: Human Immunodeficiency Virus
VAC: Violence Against Children
GBV Gender-Based Violence

I. INTRODUCTION

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

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

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

II. GENERAL OBLIGATIONS

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

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

1. It must prepare, before the actual start of on-site work, the Construction Site ESMP in compliance with the requirements of the Construction Site Environmental and Social Standards Committee (CCES) and the World Bank's Environmental and Social Standards;

2. It must implement the Construction Site ESMP throughout the period from contract signing to final acceptance of the works by the Project Owner or their delegate;

3. It must have a dedicated organization and resources to ensure:

- (i) the preparation of environmental and social documentation,
- (ii) environmental and social monitoring of construction activities,
- (iii) the definition of corrective measures in cases of non-compliance and the prevention of non-compliance,
- (iv) adequate and timely communication between the various parties involved;

4. He must ensure compliance with good environmental, social, health, and safety (ESHS) practices, including aspects relating to the prevention and management of GBV/SEA/HS incidents in the workplace and in communities, as well as the management of complaints and grievances related to the project;

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

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

- Framework Law No. 96/12 of August 5, 1996, relating to environmental management, which provides, in particular, for the treatment of waste by companies and the protection of receiving environments and penalties for environmental damage;
- Law No. 94/01 of January 20, 1994, on the forest, wildlife, and fisheries regime, which sets out the framework and conditions for felling trees, whether or not they belong to permanent forest land;
- Law 1998 on classified hazardous establishments such as quarries;
- Law No. 98/005 of April 14, 1998, on the water regime;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II.2. Commitments of the Project Management

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

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

II.3. Contractor's Internal Regulations

The Contractor must visibly display internal regulations in the various facilities of the base camp, specifically prescribing: a ban on poaching; compliance with environmental requirements; hygiene rules; and safety measures. These regulations must be signed by the Contractor and made available to

the territorially competent Labor Inspector. Upon recruitment; Each employee must be made aware of the main points of these internal regulations.

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

II.4.1. Monitoring the implementation of the environmental and social clauses of the CCES

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

II.4.2. Notification of Non-Compliances

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

II.4.3. Management of Non-Compliances

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

a) Observation Notification, for minor non-conformities such as the abandonment of household waste in the open air. This level only requires verbal notification from the Project Manager to the Contractor's representative, with the signature of the Observation Notification prepared by the Project Manager. The multiplication of Observation Notifications in an Activity Zone, at least three (03) times or the failure of the Contractor to take into account the Observation Notification within six (06) working days, elevates the Observation Notification to the level of non-conformity level 1.

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

c) Level 2 non-compliance: Applicable to any non-compliance that presents an immediate moderate risk or has significant consequences for the environment, social security, and occupational health and safety, such as the lack of a first aid kit and medicine cabinet, the lack of awareness about the spread of STIs/HIV/AIDS, or the storage of waste (batteries, filters, etc.) on unsealed ground. The same procedure as for level 1 non-compliances shall apply. The resolution must be made within three (03) working days. Any level 2 non-compliance not corrected within a period exceeding three (03) working days will be raised to level 3. For non-compliances such as unauthorized deforestation of valuable

species, installation of parking areas within the distances prescribed in the CCTP, for which the planning of corrective measures requires more time, its failure to correct within ten (10) days will result in its elevation to level 3;

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

II.4.4. Conditions for Suspension of Work

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

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

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

II.5. PROVISIONS PRIOR TO THE EXECUTION OF WORK

II.5.1. Resources allocated to environmental and social management

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

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

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

The document, in provisional form, will be submitted to the Project Owner no later than 30 days before work begins. The Construction Site ESMP will be finalized by the Contractor after taking into account the comments of the Project Owner/Delegated Project Owner, which will be submitted to the Contractor no later than 20 days after receipt of the provisional document. The final version will be

submitted to the Project Owner no later than 10 days before work begins. The approved plan will constitute the charter for environmental and social issues throughout the construction period.

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

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

III. EXECUTION OF WORK

III.1. Construction Kick-Off Meeting

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

III.2. Site Access and Installation

III.2.1. Access

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

Increased vigilance will be exercised to ensure that water flows are maintained in good condition at all times.

The project manager may also order the provision of equipment for watering and maintaining the roads. This will be ensured, in each of their sectors and for all stakeholders, by the companies holding the various lots.

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

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

III.2.2. Traffic

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

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

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

III.2.3. Installation

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

- The boundaries of the chosen site must, if possible, be at least:

o 30 m from the road;

o 200 m from a lake, watercourse, or marshy/flood-prone area;

o 100 m from residential areas.

o When it is not possible to meet these three requirements, the Contractor must present the measures it plans to implement to avoid any disruption to the elements under consideration for approval by the project manager and the Contract Engineer.

- Clearing and felling of trees must be avoided or limited. Useful or large trees (diameter greater than 50 cm) must be preserved and protected.

- Traffic lanes must be compacted and watered periodically. - The site must provide adequate drainage of rainwater throughout its entire area, avoiding stagnation points.

- The site facilities must be marked with a HERAS-type fence or similar.

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

- the location of the land to be used;

- a list of agreements made with the current owners and users of these areas and proof that these users have been able to find similar areas to continue their activities;

- a detailed inventory of the various sites;

- a general plan indicating the various construction site areas, the planned locations, and a description of the planned developments;

- a detailed site environmental protection plan for the base camp, before construction begins;

- the amended waste management plan;

- a description of the measures planned to prevent and combat pollution and accidents such as soil, groundwater, and surface water pollution, fires and bushfires, and road accidents; - a description of the planned sanitation infrastructure and its organization;

- a list of measures planned to ensure a supply of food (meat, fish, etc.) and wood to workers, and those planned to encourage the purchase of local products from the project area, with the exception of bush meat, as well as a strict prohibition on the contractor's personnel from interfering with the trafficking of wildlife and forest products;

- a plan for the redevelopment of the areas upon completion of the work;

- the articles of the site regulations dealing with environmental protection, waste, actions planned in the event of an accident, vehicle driving obligations, vehicle repair and maintenance, etc.

III.2.4. Permits and Authorizations Prior to Work

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

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

III.4.1. Weekly Environmental and Social Inspections

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

III.4.2. Reporting

Monthly Reports:

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

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

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

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

- A status report on the personnel assigned to the work (contract status, representation (gender, local populations, indigenous peoples where applicable, etc.), compensation adjustments, etc.),

- Presentation of the E&S personnel present at the end of the month;

- Work carried out during the month;

- Inspections carried out (location and frequency);

- Non-conformities detected during the month, their severity, and a description of the analysis of the corresponding causes and corrective measures implemented;

- Description of actions taken during the month to comply with the CCES;

- Description of actions taken with stakeholders external to the work: local residents, local authorities, government agencies;

- Results of monitoring the following indicators:

o Availability and quality of drinking water;

o Management of hazardous and non-hazardous solid waste;

o Management of atmospheric and noise emissions;

o Status of Activity Zones

o Statistics on the recruitment of contract workers and community workers: number and type of positions, number of women recruited locally, number of young people, number of vulnerable people, number of hours worked by all of the Contractor's community staff;

o Health & Safety Statistics: number of fatal accidents, number of accidents resulting in lost time, number of accidents without lost time, accident frequency rate, serious illnesses, serious misconduct by the Contractor's personnel (sheet attached as an appendix to the activity report, including analysis of the corresponding causes and corrective measures applied).

o Monitoring of formal or informal complaints (negative media coverage, strikes or social conflicts, protests, complaints from communities, NGOs, or workers, or formal notification from authorities, etc.) relating to the E&S risks and impacts of the work; including analysis of the corresponding causes and corrective measures applied.

o Review of training activities (subject, number and duration of sessions, number of participants);

o Projected E&S action program for the coming month.

o Monitoring of the implementation of the company's GBV/VCE/SEA/HS action plan from the ESMP.

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

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

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

Quarterly reports:

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

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

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

III.5. Health and Safety Management

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

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

- The risk prevention and protection measures planned for the conduct of the work, distinguishing, where applicable, between measures concerning men and women;

- The human and material resources involved;

- The work requiring work permits, and the emergency plans to be implemented in the event of an accident. - The following risks must be given particular attention:

o Risks related to exposure to nuisances;

o Risks related to traffic accidents;

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

o Risks related to manual and mechanical handling;

o Risks related to poor hygiene;

o Risks of falls;

o Toxic risks;

o Risks related to failure to take measures to protect against COVID-19

o Risks of electrocution.

□ Weekly and daily health and safety meetings

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

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

III.6. Information, Awareness, and Capacity Building

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

- The nature and schedule of the work;

- The people to be recruited and the recruitment procedures to be implemented;

- STDs and STIs (HIV/AIDS); - Prevention of GBV/CSE/HS/VCE

- Participation of local residents in various meetings;

- Protection of road assets;

- Sustainability of the structure to be constructed.

- Health and safety risks during the post-construction period

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

- Preparing a communication plan to be submitted to the Project Manager for approval,

- Organizing at least one train-the-trainer workshop on the fight against poaching, illegal logging, unsanitary conditions and pollution of waterways, and the fight against STDs and HIV-AIDS.

- Prevention of GBV/CSE/HS/VCE

- Producing communication materials,

- Preparing reports.

IV. ENVIRONMENTAL PROTECTION: REQUIREMENTS TO MITIGATE ENVIRONMENTAL IMPACTS

IV.1. Maintenance and Waste Management

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

- Follow appropriate procedures for the storage, collection, transportation, and disposal of hazardous waste. For waste such as used oil, it is essential to collect it and deliver it to authorized collectors;

- Clearly identify and demarcate disposal areas, specifying which materials may be deposited in each area; - Control the placement of all construction waste (including soil excavations) in approved disposal sites (>300 m from rivers, streams, lakes, or wetlands);

- Place all garbage, metals, waste oil, and excess materials generated during construction in authorized areas, incorporating recycling systems and material separation;

- The Contractor will take the necessary steps to prevent dispersal by wind or rainwater, for example, before waste disposal;

- Products from stripping the Earthworks rights-of-way will be stored and possibly reused;

- Transport soil within the site to the sites to be filled or dispose of it at public landfills;

- Minimize waste generation during construction and reuse construction waste where possible;

The following measures must be taken for site maintenance:

- Identify and demarcate areas for maintenance equipment (away from rivers, streams, lakes, or wetlands);

- Ensure that all maintenance equipment activities are carried out within designated maintenance areas;

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

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

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

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

IV.2. Preventive Measures Against Noise and Dust Emissions

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

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

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

IV.3. Storage and Use of Potentially Polluting Substances

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

- limitation of stored quantities;

- organized storage, on a site or in a manner that does not allow access to anyone outside the construction site;

- handling by responsible personnel equipped with PPE;

- marking of the storage site with a sign indicating the nature of the hazard.

- Liquid chemicals will be stored in a reservoir to prevent accidental spills and soil pollution;

- The chemicals used must be provided with a Safety Data Sheet (SDS) to be displayed at the storage location.

IV.4. Fuels and Lubricants

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

IV.5. Other Potentially Polluting Substances

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

IV.6. Accidental Pollution Management

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

IV.7. Principle of Response Following Accidental Pollution

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

- Avoid soil contamination by sprinkling specific absorbents; - If a water source (well, stream, etc.) is nearby, first avoid contaminating the water by blocking it, damming it, or earth dikes;

- Excavate the polluted soil at the infiltration surface;

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

IV.8. Protection of Natural Areas Against Fire

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

- Burning is only permitted in light winds;

- The site must be cleared of brush within a twenty-meter radius;

- The fire must be constantly monitored by a competent person equipped with firefighting equipment;

- In the event of spread, emergency services and the project manager must be quickly alerted by any means;

- The fire must be completely extinguished at the end of the burn. Covering with earth is prohibited.

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

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

Only tree felling authorized by the Forest Service is tolerated (comply with the provisions of the Forest Code in the event of tree felling or deforestation). Penalties are incurred in the event of unauthorized tree felling or the destruction of site vegetation. In the event of deforestation, felled trees must be cut and stored. Local residents must be informed of the possibility of disposing of this wood at their convenience. Felled trees must not be abandoned on site, burned, or buried under earthworks.

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

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

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

Any environmentally sensitive areas must be avoided by the project (e.g., seasonal flood zones). Also, every precaution must be taken to preserve water sources (wells, springs, fountains, ponds, etc.).

IV.10. Biodiversity Protection

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

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

- Prohibit the opening of borrow pits and storage areas within the boundaries of said parks;

- Prohibit the search for timber (planks, stakes, and markers) within the said parks and their buffer zones;

- Prohibit the consumption, hunting, and transportation of bushmeat by construction site personnel;

- Avoid the installation of certain roadside facilities, including rest areas, toll booths, and weigh stations, within national parks and their buffer zones;

- Obtain permits to search for borrow pits within the parks and buffer zones in accordance with the park's zoning plan;

- Collaborate with park rangers to select areas that can be dedicated to the exploitation of borrow pits, even in critical situations of material shortages;

- Plan, in collaboration with national park rangers, work near parks, taking into account the locations and periods of animal migration during their seasonal migrations;

- Develop tunnels or footbridges, as appropriate, for wildlife crossings, with the collaboration of conservationists who control the crossing points for these animals;

- Post physical signage at park entrances and exits, as well as at animal crossing points;

- Implement facilities such as speed bumps at these points to reduce motorist speeds.

- Develop communication plans and training/awareness sheets/posters in collaboration with conservationists for the benefit of the direct and indirect beneficiaries of the road. These documents should highlight the project's protected species, enforcement measures, and regulatory requirements. Awareness campaigns will be conducted by the conservation team for the benefit of construction personnel, and by a local NGO for the benefit of local communities.

- Adopt educational and awareness-raising measures for staff, subcontractors, and project management to preserve park resources.

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

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

V.1. Workforce Management Plan/Program/Measures

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

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

- All workers will be informed of the terms and conditions of work and employment upon hiring;

- All workers, even temporary workers, will be provided with an employment contract and completion certificates/certificates of service. The Contractor must document and provide each worker, upon hiring, in a clear and understandable manner, with information regarding their rights under labor law, including entitlements to wages and benefits;

- The law is explicit about the compensation system, working hours, and worker rights (including promotions, paid vacation, sick leave, etc.), and the freedom to join a legally constituted trade union;

- The Contractor's employees shall be informed of all withholding and deductions made from their salaries in accordance with the provisions of applicable laws and regulations;

- The Contractor shall provide all newly hired workers with all necessary information and shall inform them of any changes occurring during the contract;

- Wages, working hours, and other applicable specific provisions shall be recorded in the employment contract;

- Occupational health and safety measures shall be applied to the project. The Contractor shall be responsible for their implementation;

- The Contractor shall keep complete and accurate records of the employment of labor on the site. The records shall include the names, ages, gender, number of hours worked, and wages paid of all workers. These records shall be summarized monthly and submitted to the Project Manager. - Project workers will have access to facilities appropriate to their working conditions, including suitable canteens and rest areas (where applicable), gender-separated and well-lit sanitary facilities. In the event that accommodation services are provided to them, policies relating to the management and quality of accommodation will be developed to protect and promote their health, safety and well-being and provide or give access that take into account their physical, psychosocial, gender and cultural needs

and SEA/HS risk prevention measures, such as separate spaces for men and women, the location of changing rooms and/or latrines in separate and well-lit areas, which can be locked from the inside, etc.

- Workers' Organizations: In accordance with national law, workers have the right to form an association, to join an organization of their choosing, and to bargain collectively without interference;

- Aspects relating to labor protection, including child labor (girls and boys), minimum age, and forced labor; A grievance mechanism will be made available to all workers. The Contractor's Personnel must be informed of the grievance mechanism upon their engagement for the Contract and of the measures in place to protect them from any reprisals for using this mechanism. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel;

- Subcontracting: The Contractor must include equivalent provisions and redress mechanisms in the event of non-compliance in their contractual agreements with subcontractors;

- Social protection conditions (social security, insurance where applicable, etc.);

- Employability (career profile and training);

- The provision of drinking water and water for domestic purposes, taking into account local conditions for workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

The SEA/HS Response Mechanism must allow for the submission of allegations or concerns in writing, in person or by telephone, with appropriate provisions for confidential treatment, and allow for the submission of anonymous allegations. The Contractor must have a dedicated individual with the appropriate skills, experience, and training to receive and review these allegations or concerns.

As part of the SEA/HS Response Mechanism, the Contractor must maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or HS. These measures should determine the appropriate responses to the EAS and/or HS allegations, including the measures set out in Article 5.10 and other appropriate disciplinary measures in the case of Contractor Personnel.

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

incident (sexual exploitation, sexual abuse, or sexual harassment), its connection to the project, gender, age, and the psychomedical care of the person who suffered the alleged incident.

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

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

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

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

- The following measures must also be taken: Ensure the safety of traffic, pedestrians, livestock farmers and their herds on all construction and installation sites, through signage, installation of protection and guardrails, temporary crossings, etc., by redirecting their traffic to the least dangerous side of the work roads;

- Train personnel, particularly drivers, to respect pedestrians and herds of animals;

- Trenches will be surrounded by solid barriers, if necessary;

- Barriers and walkways will be lit at night;

- Ensure the required signage and security;

- Provide adequate warning of work. - Ensure the passage of vehicles, unless absolutely impossible;

- Roads will not be cut at any one time for more than half their width;

- Trenches along roads and affecting their right-of-way will not be opened for a length exceeding 200 m;

- Protect from any damage the walls of residents' homes, public highway structures such as curbs, boundary stones, etc., electrical or telephone lines, and pipes and cables of any kind found in the ground;

- Maintain in working order, throughout the duration of the work, the existing cables, pipes, and installations ensuring the distribution of drinking water or the evacuation of wastewater.

- The Contractor shall not give, barter, or otherwise transfer any weapons or ammunition of any kind to anyone, or allow its personnel to do so.

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

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

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

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

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

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

The contractor is required, throughout the duration of the construction site and along the entire length of the sections included in its contract, to maintain traffic flow at its own expense if necessary by

constructing diversions and temporary structures to cross rivers and waterways. It may, at its own expense and under its own responsibility, install rain barriers to protect its work. It remains liable for any damage, whether caused by its own equipment or by a third party, until provisional acceptance.

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

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

The Contractor will ensure:

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

- Address the concerns of women and encourage their involvement in decision-making;

- Prioritize recruitment of unskilled labor from the local population. The following measures must be taken in the event that objects of cultural or religious value are discovered during excavations:

- Stop work immediately upon the discovery of any material of possible archaeological, historical, paleontological, or other cultural value, inform the developer of the finds, and notify the relevant authorities;

- Protect the objects as much as possible by using plastic covers and, where necessary, take measures to stabilize the area to adequately protect the objects;

- Resume work only after receiving authorization from the relevant authorities.

V.7. Social Communication Plan/Program/Measures

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

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

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

The Contractor shall organize and manage a grievance management system for cases that may arise during the execution of the work. The Contractor shall be responsible for registering the grievance in accordance with the Project's GMM, including the date of its execution, the response and date to the complainant, or the referral of the complaint to the Contractor, if it is not within its area of expertise. Similarly, the Contractor shall provide a mechanism for easy access to complaints from workers and their organizations, independent of other legal remedies, so that they can express their concerns

regarding working conditions, with a guarantee of return to the complainants, without any retaliation. This mechanism shall be linked to the GMM established by the Project to ensure transparency and efficiency in responding to and resolving grievances/grievances. To this end, the PMU will be involved in collecting, processing, and archiving complaints/grievances at all levels, in accordance with the PMM and MGPT.

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

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

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

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

The Contractor will systematically record all complaints submitted to the project owner for cases that do not fall within its resolution coverage. A plan containing the cases that have arisen, along with information on the process and resolution, will be submitted to the project owner on a monthly basis. The project owner or the delegated project owner are responsible for complaints that are not the responsibility of the Contractor.

VI. SITE REMOVAL AT THE END OF THE WORK

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

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

VII. APPENDICES

Appendix 1: Contents of the Construction Site ESMP

1) Description of activities likely to generate environmental and social risks and impacts for the subproject in question;

2) Description, in light of the receiving environments, of the environmental and social risks and impacts, hygiene, health and safety at work, and EAS/HS aspects to be managed (This description of

the activity areas must present the site inventory supported by photographs before the start of operations).

3) The Contractor shall document, using color, dated, and geo-referenced photographs, the situation of all areas, from a consistent viewpoint and angle, before the start of work, at each significant stage of the work, and until provisional acceptance.

4) E&S Risk and Impact Mitigation Measures: procedures and plans to be reported (frequency) as follows:

• Appropriate procedures for the storage, collection, transportation, and disposal of hazardous waste;

• Preventive measures against noise pollution and dust emissions;

• Principles for the storage and use of potentially polluting substances;

• Measures for protecting natural areas against fire;

• Procedure for managing non-compliance;

• Solid waste management plan;

• Incident investigation procedures;

• Hygiene, health, and safety plan. A health and safety plan will be an integral part of the Construction Site ESMP to ensure the safe implementation of activities on the construction site. As such, in said plan, the contractor will:

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

- Describe work methods to minimize hazards and control risks;

- List the types of work requiring a work permit;

- Description of appropriate personal protective equipment for each workstation;

- Description of collective protective equipment at the workplace; - A presentation of the medical system in the area of activity (medical equipment, medical personnel, treatment center, emergency medical evacuation procedure);

- A description of the internal organization and actions to be taken in the event of an accident or incident.

• Workforce management plan/program/measures;

• Workforce influx management plan/program/measures;

• Gender-Based Violence prevention and response plan/program/measures: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);

• Personal and property damage prevention plan/program/measures;

• Right-of-Way occupation management plan/program/measures: restriction of access for residents to their residences or businesses and/or right-of-way or transit easements (See also the Sub-Project Resettlement Plan, as applicable);

• Cultural Heritage Management Plan/Program/Measures;

• Social Communication Plan/Program/Measures;

• Complaints Management Plan: Complaints Management Mechanism (MGP)

• Fines and Penalties;

5) Responsibilities for implementing the construction site ESMP

The responsibility for implementing the construction site ESMP must:

o provide a precise description of the entity responsible for implementing mitigation and monitoring measures

o specify staff training and any additional measures that may be necessary to support the implementation of mitigation measures and any other recommendations of environmental and social significance.

6) Implementation schedule and cost estimate.

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

7) Monitoring plan

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

a) a detailed and technical description of the monitoring measures, including the parameters to be measured, the methods to be used, the sampling locations, the frequency of measurements, the detection limits (if applicable), and a definition of thresholds that will indicate the need to apply corrective measures; and

b) monitoring and reporting procedures to: i) ensure timely detection of conditions that require specific mitigation measures, and ii) provide information on the progress and results of the mitigation actions.

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

Appendix 2: Properties that make a product dangerous

1.	**Explosive**	Substances and preparations which may explode under the effect of a flame or which are more sensitive to shock or friction than dinitrobenzene
2.	**Oxidizer**	Substances and preparations which, in contact with other substances, in particular flammable substances, exhibit a strongly exothermic reaction
3.	**Highly flammable**	Substances and preparations (i) in the liquid state (including extremely flammable liquids), whose flash point is below 21°C, or which can be heated to the point of igniting in air at room temperature without the addition of energy; or (ii) in the solid state, which can be easily ignited by a brief action of an ignition source and which continue to burn or consume after the removal of the ignition source or (iii) in the gaseous state, which are flammable in air at normal pressure; or (iv) - which, upon contact with water or moist air, produce highly flammable gases in dangerous quantities

4.	**Flammable**	Liquid substances and preparations with a flash point equal to or greater than 21°C and less than or equal to 55°C
5.	**Irritant**	Non-corrosive substances and preparations which, upon immediate, prolonged, or repeated contact with the skin and mucous membranes, may cause an inflammatory reaction
6.	**Harmful**	Substances and preparations which, upon inhalation, ingestion, or penetration through the skin, may cause risks of limited severity
7.	**Toxic**	Substances and preparations (including very toxic substances and preparations) which, upon inhalation, ingestion, or penetration through the skin, may cause serious, acute, or chronic risks, or even death
8.	**Carcinogenic**	Substances and preparations which, upon inhalation, ingestion, or penetration through the skin, may produce cancer or increase its incidence
9.	**Corrosive**	Substances and preparations which, upon contact with living tissue, may exert a destructive effect on the latter
10.	**Infectious**	Materials containing viable microorganisms or their toxins, which are known or have good reason to believe cause disease in humans or other living organisms
11.	**Toxic for reproduction**	Substances and preparations which, if inhaled, ingested, or penetrated through the skin, may produce or increase the frequency of non-hereditary adverse effects in offspring or impair reproductive functions or abilities
12.	**Mutagenic**	Substances and preparations which, if inhaled, ingested, or penetrated through the skin, may produce or increase the frequency of hereditary genetic defects
13.	**Reacts with water**	Substances and preparations which, upon contact with water, air, or an acid, emit a toxic or very toxic gas
14.	**Sensitizer**	Substances and preparations which, upon inhalation or penetration through the skin, may give rise to a hyper sensitization reaction such that further exposure to the substance or preparation produces characteristic adverse effects. This property should only be considered if test methods are available.
15.	**Eco toxic**	Substances and preparations that present or may present immediate or delayed risks to one or more components of the environment.
16.	**Dangerous for the environment**	Substances and preparations that may, after disposal, give rise, by any means whatsoever, to another substance, for example a leaching product, which has one of the characteristics listed above.

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

In accordance with Section III, Qualification Criteria and Requirements. Form ANT-4

Statement on Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) and Declaration Form on Sexual Exploitation and Abuse and/or Sexual Harassment (or equivalent depending on the Tender Document), the Contractor must apply the following codes of conduct:

Appendix 5. Codes of Conduct

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

(i) **COMPANY CODE OF CONDUCT**

Commitment

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

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

DEFINITIONS OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The six main types of GBV are:

- Rape: Non-consensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.

- Sexual assault: Any form of non-consensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.

o Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.

- Physical assault: An act of physical violence that is not sexual in nature. Examples: hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.

- Forced marriage: the marriage of an individual against their will.

- Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.

- Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples: threats of physical or sexual violence, intimidation, humiliation, enforced isolation, harassment, stalking, unwanted solicitation, remarks, destruction of cherished possessions, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

General

- The company—and consequently all employees, partners, representatives, subcontractors, and suppliers—is committed to complying with all national laws, rules, and regulations specific to environmental, social, and GBV standards.

- The company is committed to fully implementing its "Environmental and Social Management Plan" (PGESE).

- The Company is committed to treating women, children (persons under the age of 18), and men with respect, regardless of race, color, language, religion, political or other opinion, national, ethnic, or social origin, wealth, disability, citizenship, or any other status. Acts of GBV/SEA/HS and VCE constitute a violation of this commitment.

- The Company ensures that interactions with members of the local community are conducted with respect and without discrimination.

- Language and behavior that is demeaning, threatening, harassing, abusive, inappropriate, or culturally or sexually inflammatory are prohibited among all Company employees, associates, and representatives, including subcontractors and suppliers.

- The Company will follow all reasonable work instructions (including those regarding environmental and social standards).

- The company will protect property and ensure its proper use (for example, prohibit theft, negligence or waste).

Health and Safety

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

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

The Company will:

- Prohibit the consumption of alcohol while working;

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

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

Gender-Based Violence and Violence against Children

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

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

- Sexual harassment - for example, it is prohibited to make unwanted sexual advances, request sexual favors, or engage in verbal or physical behavior of a sexual nature, including subtle acts.

- Sexual favors - for example, it is prohibited to promise or perform favors conditional on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.

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

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

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

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

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

III.1.5. Implementation

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

- All managers sign the project's "Manager Code of Conduct," which details their responsibilities and involves implementing the company's commitments and enforcing the obligations of the "Individual Code of Conduct."

- All employees sign the project's "Individual Code of Conduct," confirming their commitment to complying with ESHS and OHS standards and not being perpetrators or accomplices of GBV/SEA/HS or VAC.

- The company and individual Codes of Conduct must be prominently displayed in worker camps, offices, and public areas of the workplace. Examples of these areas include site waiting, rest, and reception areas, canteens, and health centers.

- Posted and distributed copies of the Company Code of Conduct and the Individual Code of Conduct must be translated into both official languages and in formats understandable by individuals with limited or no reading skills in the official languages.

- A designated individual must be appointed as the company's "Focus Point" for addressing GBV/SEA/HSV and VCE issues, including representing the company on the GBV/SEA/HSV and VCE Compliance Team (CT), which is composed of representatives from the partner and from the sectors or organizations involved in combating GBV/SEA/HSV and VCE in the activity's area of operation.

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

- The GBV/SEA/SM and VAC Incident Allegations Procedure: to report GBV/SEA/SM and VAC incidents through the Complaints/Grievances Management Mechanism;

- Accountability and Confidentiality Measures: to protect the privacy of all concerned;

- The Response Protocol: applicable to survivors and perpetrators of GBV/SEA/SM and VAC.

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

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

2. Ensure that:

i. Staff lists and signed copies of the code of conduct are provided to the project's Human Resources officers;

ii. Staff participate in capacity-Building sessions for the implementation of the code of conduct;

iii. A reporting mechanism for GBV, SEA, and SH incidents is established and that staff have access to it in complete confidentiality and security;

iv. Staff are encouraged to report incidents of GBV, SEA, and SH to the relevant structures or GBV focal points as defined by the MGP;

v. In accordance with applicable laws, perpetrators of sexual exploitation and abuse are not hired, rehired, or deployed, and that the background and criminal records of all employees are checked (the Constitution, the Penal Code, the Law on the Protection of Women against Violence, etc.). 3. Ensure that when entering into partnership, subcontracting, supplier, or similar agreements, these agreements:

i. Include as an annex the Codes of Conduct on GBV, SEA, and SH standards;

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

iii. Expressly state that the failure of these entities or individuals, as the case may be, to ensure that they take preventive measures to combat GBV, SEA, and SH, and to investigate related allegations or take corrective measures when acts of GBV, SEA, and SH occur, constitutes not only grounds for sanctions and penalties in accordance with the Codes of Conduct, but also grounds for termination of the collaboration or service agreements. 4. Provide support for internal awareness-raising initiatives related to GBV, SEA, and SH, through the awareness-raising strategy outlined in the GBV, SEA, and SH Action Plan.

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

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

Company Name: _____

Signature: _____

Name in letters: _____

Title: _____

Date: _____

(ii) MANAGER'S CODE OF CONDUCT

DEFINITIONS OF TERMS

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

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

brushing against someone; whistling and catcalling; giving personal gifts). Both women and men can experience SH.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The six main types of GBV are:

- Rape: Non-consensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.

- Sexual assault: Any form of non-consensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.

- Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.

- Physical assault: an act of physical violence that is not sexual in nature. Examples include hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.

- Forced marriage: the marriage of an individual against their will.

- Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.

- Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples include threats of physical or sexual violence, intimidation, humiliation, forced isolation, harassment, stalking, unwanted solicitation, verbal abuse, destruction of cherished possessions, etc.

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

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

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

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

1. Any act of discrimination in interactions with project beneficiaries or members of the local community, or among staff (of the host company, training center, etc.) based on race, color, sex, age, religion, language, marital status, family status, political belief, national, ethnic, or social affiliation, physical or mental disability, birth, sexual orientation, gender identity, or any other status.

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

3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual harm, the threat of such acts, coercion, and deprivation of liberty. 4. Any act of exploitation or abuse of power, including sexual exploitation and abuse, such as the exchange of

money, employment, goods, or services for sex, which includes sexual favors or other forms of humiliating, degrading, or abusive behavior.

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

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

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

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

Commitment

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

Implementation

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

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

- Ensure that all posted and distributed copies of the Corporate Code of Conduct and the Individual Code of Conduct are translated into the appropriate language used in the workplace.

- Explain the Corporate Code of Conduct and the Individual Code of Conduct to all staff, both orally and in writing.

- Ensure that:

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

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

- Participate in and ensure staff participate in training, as outlined below;

- Establish a mechanism for staff to:

- Report concerns related to compliance with ESHS standards or HST requirements; and

- Confidentially report incidents related to GBV/SEA/HS or VCE through the Complaints/Grievances Management Mechanism

- Encourage staff members to report suspected and substantiated issues related to ESHS standards and HST requirements, GBV/SEA/HS or VCE, emphasizing staff accountability to the company and respecting the principle of confidentiality.

- In accordance with applicable laws and to the best of their ability, prevent perpetrators of sexual exploitation and abuse from being hired, rehired, or deployed. Conduct background and criminal record checks on all employees.

- Ensure that when entering into partnership, subcontracting, supplier, or similar agreements, these agreements:

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

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

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

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

- Ensure that any GBV/SEA/HSV or VAC issues warranting police intervention are immediately reported to the police, the client, and the World Bank, while respecting the wishes of the victim.

- Report and respond to any suspected or actual acts of GBV/SEA/HS and/or VCE in accordance with the Response Protocol, as managers are responsible for enforcing the company's commitments and holding their subordinates directly accountable for their actions.

- Ensure that any major incident related to ESHS standards or HST requirements is immediately reported to the client and the engineer overseeing the work.

- Managers will ensure that no retaliation (suspension or other sanctions) is taken against individuals who report suspected or actual acts of GBV/SEA/HS/VCE.

Training

Managers are responsible for:

- Ensuring that the OSH Standards Management Plan is implemented, accompanied by appropriate training for all staff, including subcontractors and suppliers;

- Ensuring that staff have an adequate understanding of the OSHMP and receive the necessary training to implement its requirements.

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

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

- OHS requirements and ESHS standards; and

- GBV/SEA/HS and VCE.

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

Response

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

Regarding GBV/SEA/HS and VAC:

- Provide input into the GBV/SEA/HS and VAC Allegations Procedures and Response Protocol developed by the Compliance Team (CT) as part of the approved GBV/SEA/HS and VAC Action Plan;

- Once adopted by the company, managers must implement the Accountability and Confidentiality measures set out in the GBV/SEA/HS and VAC Action Plan to maintain confidentiality regarding the identity of employees who report or (allegedly) commit acts of GBV/SEA/HS and VAC (unless a breach of confidentiality is necessary to protect persons or property from serious harm or if required by law);

- If a manager has concerns or suspicions about any form of GBV/SEA/HS or VCE committed by one of his/her direct reports or by an employee working for another company in the same workplace. he/she is required to report the case by referring to the Complaints/Grievances Management Mechanism;

- Once a sanction has been determined, the managers concerned are expected to be personally responsible for ensuring that it is effectively implemented, within a maximum of 14 days following the date on which the sanction decision was issued;

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

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

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

- Informal warning;

- Formal warning;

- Additional training;

- Loss of up to one week's pay;

- Suspension from employment (without pay), for a minimum period of one month and a maximum period of six months;

- Referral to the police or other authorities, if necessary, only with the survivor's consent.

- Termination of employment.

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

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

Signature: _____

Name (all)letters: _____

Title: _____

Date : _____

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

DEFINITIONS OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The six main types of GBV are:

- Rape: Nonconsensual penetration (however slight) of the vagina, anus, or mouth with a penis, other body part, or an object.

- Sexual assault: Any form of nonconsensual sexual contact, even if it does not result in penetration. Examples include attempted rape, as well as unwanted kissing, fondling, or touching of the genitals and buttocks.

- Sexual favors: A form of sexual harassment that includes promises of favorable treatment (e.g., a promotion, bonus, or the offer of certain amenities) or threats of unfavorable treatment (e.g., loss of employment) based on sexual acts, or other forms of humiliating, degrading, or exploitative behavior.

- Physical assault: an act of physical violence that is not sexual in nature. Examples: hitting, slapping, strangling, hurting, shoving, burning, shaking, shooting or using a weapon, acid attack, or any other act that causes pain, physical discomfort, or injury.

- Forced marriage: the marriage of an individual against their will.

- Deprivation of resources, opportunities, or services: deprivation of legitimate access to economic resources/assets or livelihoods, education, health, or other social services.

- Psychological/emotional abuse: the infliction of mental or emotional pain or harm. Examples: threats of physical or sexual violence, intimidation, humiliation, enforced isolation, harassment, stalking, unwanted solicitation, remarks, and destruction of cherished possessions, etc.

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

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

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

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

sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude, or the removal of organs.

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

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

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

1. Any act of discrimination in interactions with project beneficiaries or members of the local community, or between staff (of the host company, training center, etc.) based on race, color, sex, age, religion, language, marital status, family status, political belief, national, ethnic, or social affiliation, physical or mental disability, birth, sexual orientation, gender identity, or any other status. 2. Any act of sexual harassment, or inappropriate, harassing, threatening, abusive, sexually provocative, degrading, or culturally inappropriate language or behavior.

3. Any act of violence, including sexual and/or gender-based violence, that may cause physical, psychological, or sexual harm, the threat of such acts, coercion, and deprivation of liberty.

4. Any act of exploitation or abuse of power, including sexual exploitation and abuse, such as the exchange of money, employment, goods, or services for sex, which includes sexual favors or other forms of humiliating, degrading, or abusive behavior.

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

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

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

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

Commitment

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

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

While working on the project, I agree to:

- Attend and actively participate in training courses related to ESHS standards, occupational health and safety (OHS), HIV/AIDS, GBV/SEA/HS, and VCE requirements, as required by my employer;

- Wear my Personal Protective Equipment (PPE) at all times in the workplace or during project-related activities;

- Take all practical steps to implement the Corporate Environmental and Social Management Plan (CESMP);

- Implement the HST Management Plan;

- Adhere to a zero-tolerance policy regarding the consumption of alcohol while on the job and refrain from using narcotics or other substances that may impair my ability to drive at any time;

- Allow the police to conduct background checks on me;

- Treat women, children (persons under the age of 18), and men with respect, regardless of their race, color, language, religion, political or other opinion, national, ethnic, or social origin, wealth, disability, citizenship, or any other status;

- Refrain from addressing women, children, or men with language or behavior that is inappropriate, harassing, abusive, sexually provocative, degrading, or culturally inappropriate;

- Not engage in sexual harassment (e.g., making unwanted sexual advances, requesting sexual favors, or engaging in any other verbal or physical behavior of a sexual nature, including subtle acts of such behavior (e.g., looking someone up and down; kissing or blowing kisses; making sexual innuendos by making noises; brushing against someone; whistling; giving personal gifts; making comments about someone's sex life, etc.);

- Not engage in sexual favors (e.g., making promises or conditioning favorable treatment on sexual acts) or other forms of humiliating, degrading, or abusive behavior;

- Not engage in sexual contact or activities with children (including the malicious solicitation of children) or contact through digital media; lack of knowledge of the child's age cannot be used as a defense; nor can the child's consent constitute a defense or excuse;

- Not engage in relationships with children under the age of 18, including marrying a girl under the age of 18;

- Unless full consent is obtained from all parties involved, not engage in sexual interactions with members of neighboring communities; this definition includes relationships involving the refusal or promise to actually provide a benefit (monetary or non-monetary) to community members in exchange for sexual activity – such sexual activity is deemed "non-consensual" under this Code;

- Report through the Complaints/Grievances Mechanism or to my manager/project manager any suspected or proven case of GBV/SEA/SM or VAC committed by a coworker, whether or not they are employed by my company or the project, or any violation of this Code of Conduct.

With respect to children under the age of 18:

- Where possible, ensure the presence of another adult when working near children.

- Do not invite unaccompanied, unrelated children into my home unless they are at immediate risk of injury or physical danger;

- Do not use computers, mobile phones, video devices, digital cameras, or any other media to exploit or harass children or to access child pornography (see also the section "Use of Images of Children for Employment" below);

- Refrain from corporal punishment or disciplinary measures against children;

- Refrain from hiring children under the age of 14 for domestic work or any other work, unless national law sets a higher age or exposes them to a significant risk of injury;

- Comply with all local laws, including labor laws related to child labor and the World Bank's child labor standards and Minimum age;

- Take the necessary precautions when photographing or filming children.

Use of Images of Children for Professional Purposes

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

- Before photographing or filming a child, assess and strive to respect local traditions or restrictions regarding the reproduction of personal images;

- Before photographing or filming a child, obtain the informed consent of the child and a parent or guardian; to do this, I must explain how the photograph or film will be used;

- Ensure that photographs, films, videos, and DVDs depict children in a dignified and respectful manner, and not in a vulnerable or submissive manner; children must be appropriately dressed and not pose in a manner that could be considered sexually suggestive;

- Ensure that images are honest representations of the context and facts;

- Ensure that file labels do not reveal information that could identify a child when sending images electronically.

Sanctions

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

- Informal warning;

- Formal warning;

- Additional training;

- Loss of up to one week's pay;

- Suspension of the employment relationship (without pay), for a minimum period of one month and a maximum period of six months;

- Dismissal.

- Reporting to the police, if applicable.

Final Commitment

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

Signature: _____

Name : _____

Title: _____

Date: _____

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

RAPID INCIDENT NOTIFICATION AND REPORT FORM AND ACTION PLAN (NOT APPLICABLE TO GENDER-BASED VIOLENCE)		
IDENTIFICATION DE L'INCIDENT		
Projet:		
Incident:	**Provide the type**	
☐ Environnemental		
☐ Social		
☐ Health and safety at work		
Date and time of incident:		
Place of occurrence:		
Source of incident/accident information:		
Appendix: Documents relating to the event/incident: Attach all relevant documents to the report and name them here		
DESCRIPTIONOF THE INCIDENT		
Incident severity level	**Geographic scope of the incident**	**Relationship to the project**

☐ Indicative	☐ Capital	☐ Related to the project
☐ Serious	☐ Region	☐ Not related to the project
☐ Grave		

Detailed description of the incident

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

INCIDENT RESPONSE ACTIONS

Status of the resolution	**Explain**
☐ Resolution	
☐ In the process of being solved	
☐ There is a need for emergency intervention on the ground	
☐ There is no need for emergency intervention on the ground.	
☐ Others	

Description of the response given to the event/incident

	Description including date	**Measures taken by whom**
For the case of an incident in general:		
a. Emergency measures		
b. Follow-up measures		
c. Other relevant information		

In the event of an accident:		
a. Mobilization around the accident, information to the competent authorities		
b. Care of the injured		
c. Funeral arrangements and insurance		
d. Follow-up measures		
e. Other relevant information		

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

RECURRENCE OF SIMILAR INCIDENTS	
☐NO	
☐ YES	If yes, number of times:
	In case of recurrence, indicate the period during which the incidents/accidents occurred again

OTHER CONSIDERATIONS

CORRECTIVE ACTION PLAN FOR THE INCIDENT/ACCIDENT

Add the necessary lines

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

REPORT AND ACTION PLAN PREPARED BY:	
Name	
Signature	Date
Name	
Signature	Date

UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A 3m SPAND BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA ,BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON

N°	DESCRIPTION OF WORKS	UNIT		Up in figures	UP in words
	A - PRLIMINARY WORKS				
TM100	**SITE INSTALLATION AND PRELIMINARY WORKS**				
TM101	Site installation:(Mobilization of materials, Equipment, and Personnels on site and back, site office, toilet, storage etc.)	LS			
TM102	Geotechnical studies (penetrometer, concrete mix design and structural calculations)	LS			
TM103	Execution program and As-built plan	LS			
	SUB TOTAL SITE INSTALLATION AND PRELIMINARY WORKS				
TM200	**CLEARNING AND EARTH WORKS**				
TM201	Site Clearing and cleaning of water beds and opening Manually	m^2			
TM202	setting out of bridge with a total station	LS			
TM203	General excavation works at bridge area	m^3			
TM204	Demolition of existing wooden structure	LS			
TM205	Backfilling with selected laterite from the borrowed pit for the access way extended 50m both side for proper circulation	m3			
TM206	Excavation of ordinary marshy- soil at the river beds	m3			
TM207	Filled with coarse material behind the abutments	m3			
TM208	Backfilling of the structure with soil in place	m3			

TM209	Management of traffic circulation and deviation bypasses including creation of discharge points	LS			
TM210	Creation of slope and erosion management	LS			
	SUB TOTAL LOT 200				
TM300	**FOUNDATION AND CONCRETING WORKS (ABUTMENT, BEAMS AND SLAB)**				
TM301	Abutments in stone Masonry	m3			
TM302	Provision of hardcore filling with rich mortar on waterbed	FF			
TM303	Lean concrete dosed at 150kg/m3	m3			
TM304	Reinforced concrete dosed at 400kg/m3 for all bridge structure Pillars, beams, decking, wing walls	m3			
TM305	Ordinary shuttering formwork	m2			
TM306	Stone masonry for abutment and backing fill bad spots	m3			
TM307	Construction of stone masonry gutters leading to the bridge on both sides	ml			
	SUB TOTAL FOUNDATION AND CONCRETING WORKS 300				
TM400	**BRIDGE SUPERSTRUCTURE EQUIPMENT AND FINISHINGS**				
TM401	Composite guard rails on both sides	ml			
TM402	Triangular sign board type A or AB	U			
TM403	Bridge signalization (reinforced concrete)	U			
TM404	Bridge signalization (wooden poles) 1.5m height painted	U			
TM405	Weep hole on abutment	U			
TM406	Weep hole on slab	U			
TM407	Steel drilling with rods of HA25 on rocks	m^2			
TM408	Anti-Rust Paint	m2			
TM409	Oil Paint for the guard rails, signalization. etc	m2			
TM410	General dressing	LS			
TM411	Indication sign posts	u			
	SUB TOTAL LOT 400				
TM500	**ENVIRONMENTAL AND SOCIAL SAFEGUARD MEASURES**				
TM501	Production of code of conduct for workers	LS			
TM502	Sensitization and training of communities and works on Gender based violence and HIV/AIDS	LS			
TM503	Restoration of borrow pits and planting of grass	LS			

TM504	Provision of Deviation boards and signboards	LS			
TM505	Provision of first AID box	LS			
TM506	Personal Protective equipment for workers	LS			
TM507	Planting of environmentally friendly trees	LS			
TM508	Installation of Metallic funders information plate	U			
	SUB TOTAL				

FRAMEWORK OF BILL OF QUANTITATIVE AND ESTIMATED

COST ESTIMATES FOR THE CONSTRUCTION OF A 3m SPAND BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA ,BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON

N°	DESCRIPTION OF WORKS	UNIT	QTY	U PRICE CFA	TOTAL frs CFA
	A - PRLIMINARY WORKS				
TM100	**SITE INSTALLATION AND PRELIMINARY WORKS**				
TM101	Site installation:(Mobilization of materials, Equipment, and Personnels on site and back, site office, toilet, storage etc)	LS	1		
TM102	Geotechnical studies (penetrometer, concrete mix design and structural calculations)	LS	1		
TM103	Execution program and As-built plan	LS	1		
	SUB TOTAL SITE INSTALLATION AND PRELIMINARY WORKS				
TM200	**CLEARNING AND EARTH WORKS**				
TM201	Site Clearing and clearing of water beds and opening Manually	m^2	700		
TM202	setting out of bridge with a total station	LS	1		
TM203	General excavation works at bridge area	m^3	180		
TM204	Demolition of existing wooden structure	LS	1		
TM205	Backfilling with selected laterite from the borrowed pit for the access way extended 50m both side for proper circulation	m3	243		
TM206	Excavation of ordinary marshy- soil at the river beds	m3	28		
TM207	Filled with coarse material behind the abutments	m3	175		
TM208	Backfilling of the structure with soil in place	m3	7.8		
TM209	Management of traffic circulation and deviation bypasses including creation of discharge points	LS	1		
TM210	Creation of slope and erosion management	LS	1		
	SUB TOTAL LOT 200				
TM300	**FOUNDATION AND CONCRETING WORKS (ABUTMENT, BEAMS AND SLAB)**				

TM301	Abutments in stone Masonry	m3	170		
TM302	Provision of hardcore filling with rich mortar on waterbed	FF	1		
TM303	Lean concrete dosed at 150kg/m3	m3	7.8		
TM304	Reinforced concrete dosed at 400kg/m3 for all bridge structure Pillars, beams, decking, wing walls	m3	17.3		
TM305	Ordinary shuttering formwork	m2	48		
TM306	Stone masonry for abutment and backing fill bad spots	m3	110		
TM307	Construction of stone masonry gutters leading to the bridge on both sides	ml	80		
	SUB TOTAL FOUNDATION AND CONCRETING WORKS 300				
TM400	**BRIDGE SUPERSTRUCTURE EQUIPMENT AND FINISHINGS**				
TM401	Composite guard rails on both sides	ml	14		
TM402	Triangular sign board type A or AB	U	2		
TM403	Bridge signalization (reinforced concrete)	U	4		
TM404	Bridge signalization (wooden poles) 1.5m height painted	U	8		
TM405	Weep hole on abutment	U	30		
TM406	Weep hole on slab	U	4		
TM407	Steel drilling with rods of HA25 on rocks	m^2	206		
TM408	Anti-Rust Paint	m2	35		
TM409	Oil Paint for the guard rails, signalization ..etc	m2	25		
TM410	General dressing	LS	1		
TM411	Indication sign posts	u	2		
	SUB TOTAL LOT 400				
TM500	**ENVIRONMENTAL AND SOCIAL SAFEGUARD MEASURES**				
TM501	Production of code of conduct for workers	LS	1		
TM502	Sensitization and training of communities and works on Gender based violence and HIV/AIDS	LS	1		
TM503	Restoration of borrow pits and planting of grass	LS	1		
TM504	Provision of Deviation boards and signboards	LS	1		
TM505	Provision of first AID box	LS	1		
TM506	Personal Protective equipment for workers	LS	1		
TM507	Planting of environmentally friendly trees	LS	1		
TM508	Installation of Metallic funders information plate	U	1		
	SUB TOTAL				
	TOTAL WITHOUT TAXES				
	TVA (19.25%)				
	AIR (2.2% OR 5.5%)				
	TOTAL WITH ALL TAXES				

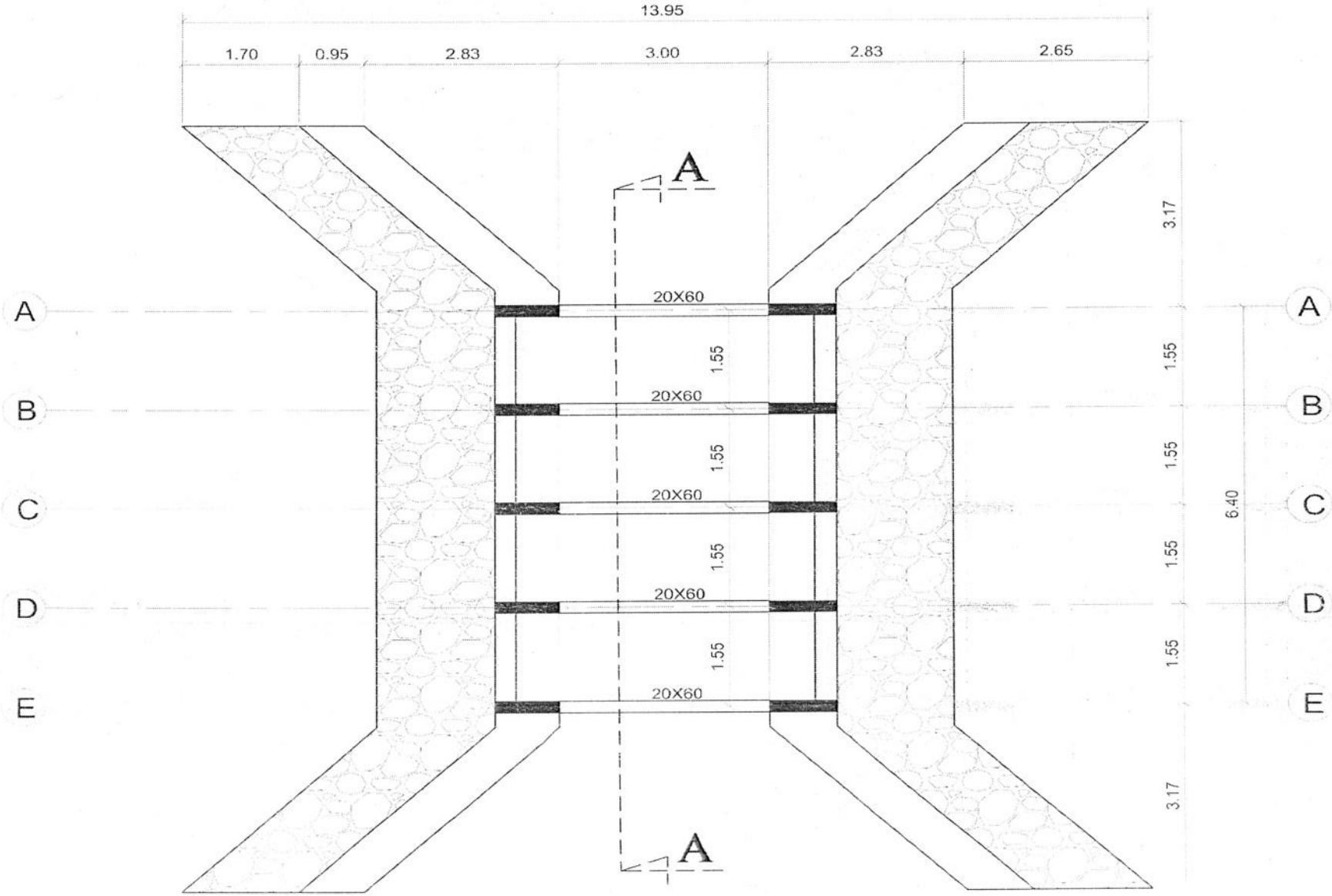
NET PAYABLE

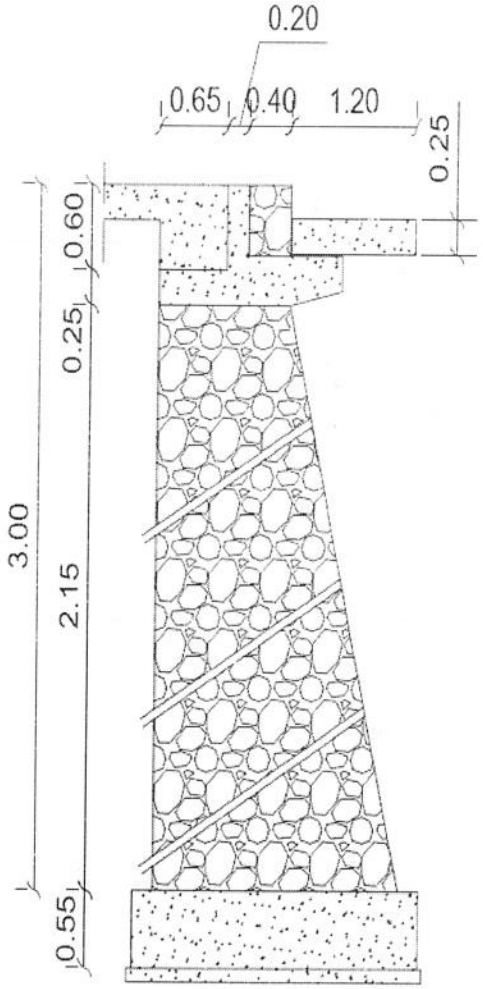
The Gen. Total Cost is Estimated with all Taxes at the sum of: .....

Signature
Name of Bidder:
Date

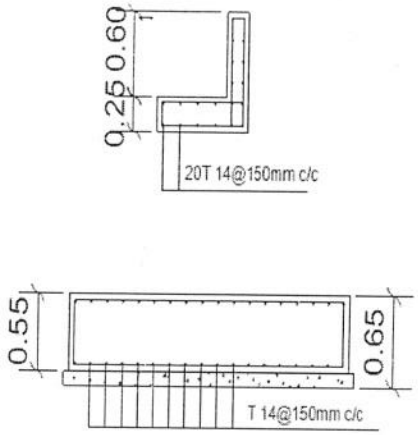
Item no.	*Description*	*Unit*	*Quantity (1)*	*Rate [insert local currency] (2)*	*Amount (3= (1) x (2))*	*Rate [insert a foreign currency, if applicable] (4)*	*Amount (5= (1) x (4))*
				Total	____		____

DRAWINGS

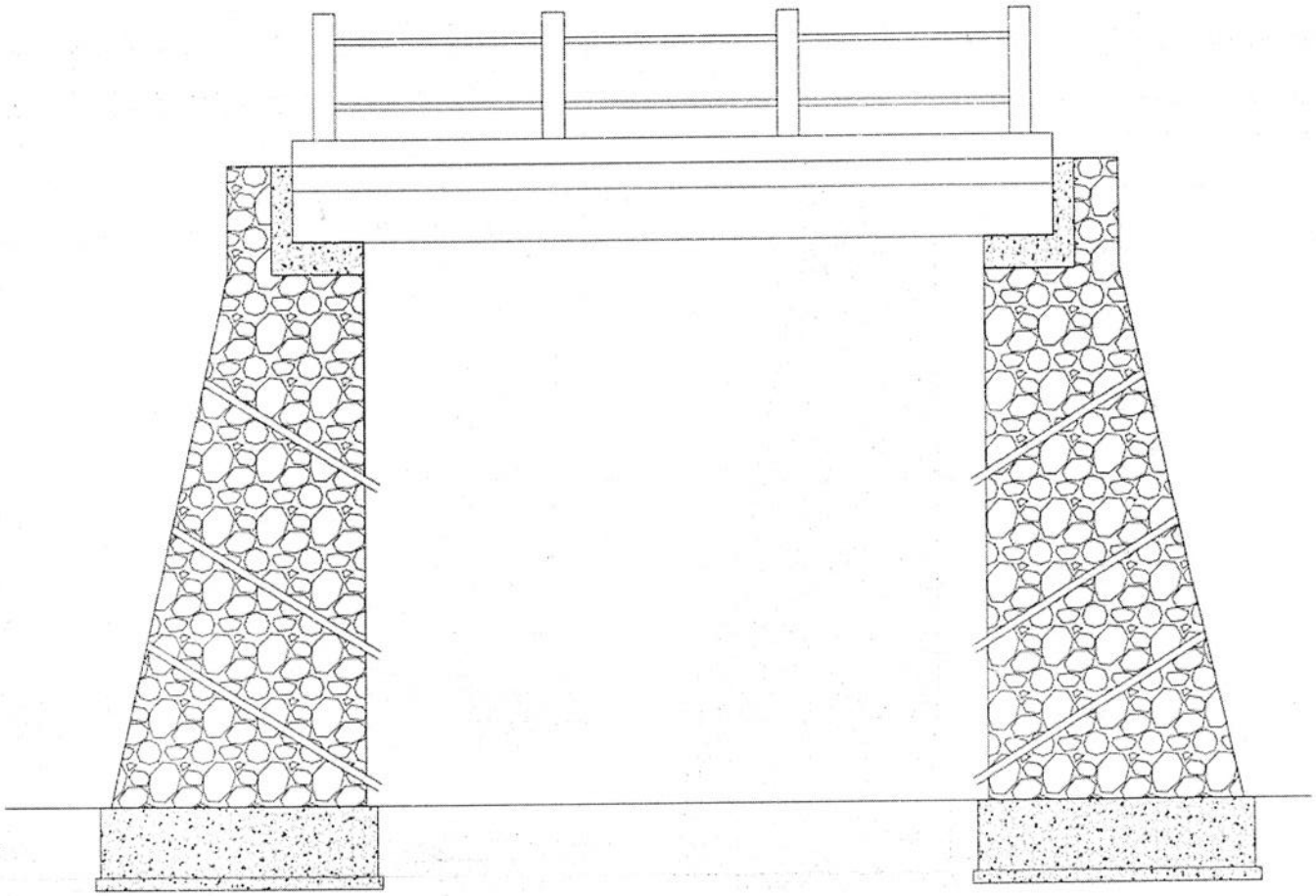

13.95
1.70
0.95
2.83
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1.55
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A
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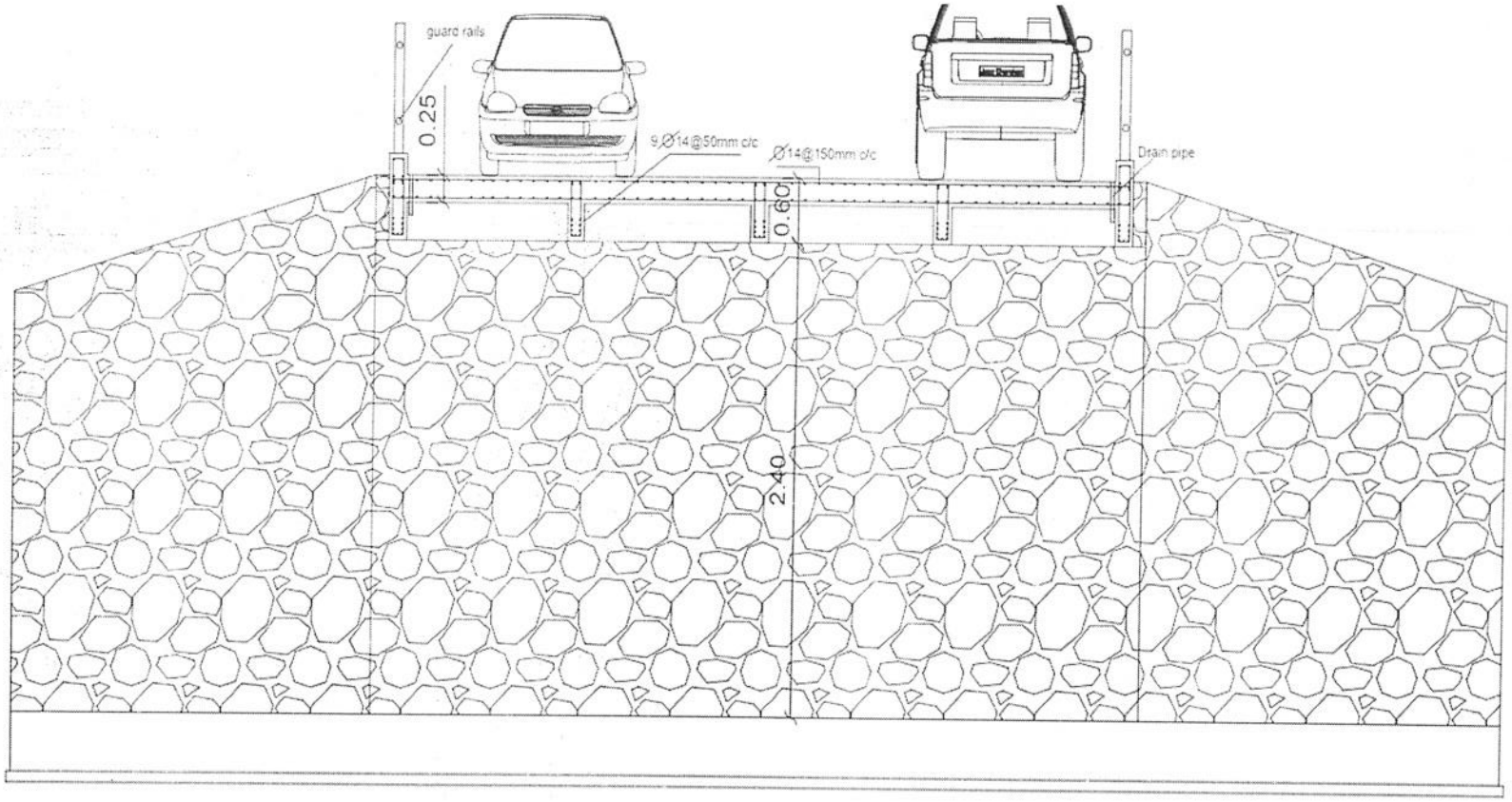


ABUTMENT

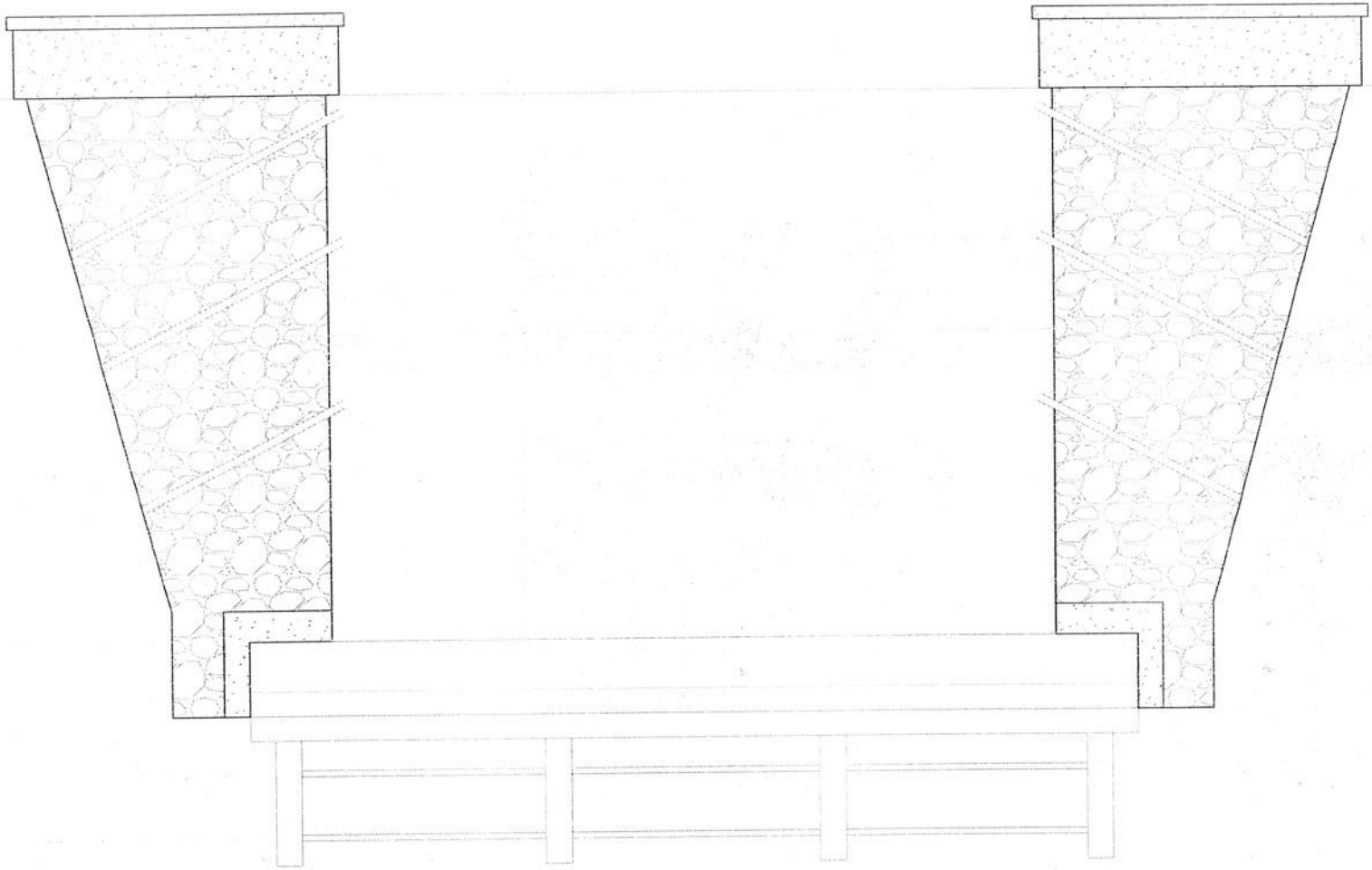


DETAILS





CROSS SECTION A-A



Activity Schedule

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

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

Technical Proposal

The Contractor shall provide:

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

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

- adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment for the Contract

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

- information on Site organization
- its method statement on the execution of the works
- mobilization and construction schedule
- A summary of other information, if any, that the Contractor considers relevant

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

ANNEX 2: Quotation Forms

Contractor Quotation Form

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

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

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

SUBMISSION OF QUOTATION 1. Conformity and No Reservations

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

2. Eligibility

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

3. Suspension and Debarment

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

4. Quotation Price

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

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

Or

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

5. Quotation Validity

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

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

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

7. Commissions, gratuities, fees

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

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

Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and

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

9. Fraud and Corruption

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

On behalf of the Contractor:

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

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

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

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

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

ANNEX 3: Contract Forms
Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . between ***the Lord Mayor of ELAK Council,*** (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, **FOR TH** ....., and has accepted the Quotation by the Contractor f the Works:

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Award of Contract

(b) the Contractor's Quotation

(c) the Conditions of Contract, including Appendices

(d) the Specifications

(e) the Drawings

(f) Bill of Quantities; [1] and

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

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the executi and completion of the Works and the remedying of defects therein, the Contract Price such other sum as may become payable under the provisions of the Contract at the tim and in the manner prescribed by the Contract.

---

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Cameroon Public Contract Code.

_____

[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

Table of Clauses

A. General 19

1. Definitions..... 19
2. Contract Specific Information.....22
3. Interpretation 24
4. Prohibitions 25
5. Project Manager's Decisions 25
6. Subcontracting 25
7. Cooperation 26
8. Personnel and Equipment 27
9. Employer's and Contractor's Risks 30
10. Employer's Risks 30
11. Contractor's Risks 30
12. Insurance 30
13. Site Data 31
14. Contractor to Construct the Works 31
15. Approval by the Project Manager 31
16. Health, Safety and Protection of the Environment 31
17. Archaeological and Geological Findings 32
18. Possession of the Site 32
19. Access to the Site 32
20. Instructions, Inspections and Audits 32
21. Appointment of the Adjudicator 33
22. Procedure for Disputes 33
23. Fraud and Corruption 34
24. Security of the Site 34

B. Time Control 35

25. Program and Progress Repor.....35
26. Extension of the Completion Date 35
27. Acceleration 35
28. Delays Ordered by the Project Manager 36
29. Management Meetings 36

30. Early Warning 36

C. Quality Control 36

31. Identifying Defects 36
32. Tests 36
33. Correction of Defects 36
34. Uncorrected Defects 37

D. Cost Control 37

35. Contract Price 37
36. Changes in the Contract Price 37
37. Variations 37
38. Payment Certificates 38
39. Payments 39
40. Compensation Events 39
41. Tax 40
42. Price Adjustment 40
43. Retention 40
44. Liquidated Damages and Bonuses 41
45. Advance Payment 41
46. Performance Security 42
47. Dayworks 42
48. Cost of Repairs 42

E. Finishing the Contract 42

49. Completion 42
50. Taking Over 42
51. Final Account 42
52. Operating and Maintenance Manuals 43
53. Termination 43
54. Payment upon Termination 44
55. Property 44
56. Release from Performance 44
57. Suspension of Bank Loan or Credit 45

Conditions of Contract

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

A. General

Section IX - Particular Conditions of Contract

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

A. General		
GCC 1.1 (d)	The financing institution is the **World Bank**	
GCC 1.1 (r)	The Employer is the:	LORD **MAYOR OF ELAK COUNCIL**
	Represented by:	**Mr NGUM JEROME NJIOH**
	Title /Position:	**The LORD MAYOR of the ELAK Council**
	City:	**ELAK , P.O. BOX ...13.... ELAK**
	Country:	**Cameroon**
	Telephone:	**+237 694175092**
	Electronic mail address:	**ngumjeromenjioh@gmail.com**
	External audit organization:	
	Project Manager: Chief of Technical Service ELAK Council or his Representative	
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be **ninety (90) days from notification of the service order to start work.**	
GCC 1.1 (y)	The Project Manager. **Chief of Technical Service, ELAK Council or Representative.**	
GCC 1.1 (aa)	**The Site is located in Cameroon, in the ELAK Subdivision.**	
GCC 1.1	**The Start Date shall be on the notification of the start-up service order.**	

(dd)	
GCC 1.1 (hh)	The Works consist of **THE CONSTRUCTION OF A 3m SPAND BRIDGE BY Height 3m OVER RIVER LOWERFEYIN LINKING FEYIN AND EBLOM, IN ICHIM VILLAGE IN ELAK OKU COUNCIL AREA ,BUI DIVISION OF THE NORTH WEST REGION OF CAMEROON.**
GCC 2.2	Sectional Completions are: *[insert nature and dates, if appropriate]* (NOT **APPLICABLE)**
GCC 2.3(i)	The following documents also form part of the Contract: the present bidding document, Agreement, Letter of Acceptance, Contractor's Bid, Particular Conditions of Contract, General Conditions of Contract, including Appendices, Specifications, Drawings, Bill of Quantities,[1] the model Environmental and Social Clauses Booklet (CCES)-March 2024 constitutes a mandatory reference for this contract, the project's Environmental and Social Management Framework (ESMF) is appended to the tender documents and serves as the basis for drawing up the worksite ESMP and any other document **listed in the PCC** as forming part of the Contract.
GCC 3.1	The language of the contract is **English** The law in force in the Republic of Cameroon.
GCC 5.1	The Project manager may not delegate any of his duties and responsibilities.
GCC 8.1	**NOT APPLICABLE)**
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials:*800 000 Cfa Francs* (b) For loss or damage to Equipment:*800 0000 Cfa Francs* (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *1 200 000 Francs CFA* (d) for personal injury or death: (i) of the Contractor's employees: *1 000 000 Cfa Francs.* (ii) of other people: *800 000 Cfa Francs.*
GCC 14.1	Site Data are: *[list Site Data]*
GCC 18.3	Application of the CCES and CGES: - The model Environmental and Social Clauses Booklet (CCES)-March 2024

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

	constitutes a mandatory reference for this contract. - The project's Environmental and Social Management Framework (ESMF) is appended to the tender documents and serves as the basis for drawing up the worksite ESMP. - The project owner and the project manager reserve the right to suspend payments and/or work in the event of a serious breach of the requirements of the CCES or non-compliance with the provisions of the CGES.
GCC 20.1	The date of possession of the site is that of the contractor's letter to introduction to the relevant administrative authorities
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: The Director General of the Public Procurement Regulatory Agency.
GCC 24.3	Daily remuneration and reimbursable expenses to be paid to the Conciliator: Fees and perdiem for daily remuneration and vehicle hire and other costs for reimbursable expenses.
GCC 24.4	Institution whose arbitration procedures shall be used is the Dispute Prevention and Resolution Committee. The Committee will be designed 60 days from the date of signature by both parties of the commitment deed. or ***"United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:*** Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force." Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference to this clause." The place of arbitration shall be: *Buea.*
B. Time Control	
GCC 30.1	The Contractor shall submit for approval a Program for the Works within **seven (7) days** from the date of the Letter of Acceptance.
GCC 30.3	The period between Program updates will be *determined by the project owner.* The amount to be withheld for late submission of an updated Program is *0.1amount ot the contract.* The period for submission of progress reports is *10* days.

C. Quality Control	
GCC 38.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 42.7	If the value engineering proposal is approved by the Employer, the amount to be paid to the Contractor shall be 50% of the reduction in the Contract Price.
GCC 48.1	The currency of the Employer's Country is CFA Francs XAF.
GCC 49.1	The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply.
GCC 50.1	The proportion of payments retained is: **ten (10) %**
GCC 51.1	The liquidated damages for the whole of the Works are 1/2000 of the amount of contract from the first thirty days and *1/1000* of the amount of the contract per day from the thirty-first day. The maximum amount of liquidated damages for the whole of the Works is ***ten (10) %*** of the final Contract Price.
GCC 52.1	The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is *[insert percentage]* of the final Contract Price. *[If early completion would provide benefits to the* Employer, *this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.] (***NOT APPLICABLE)***
GCC 53.1	The Advance Payments shall be**: 20% of the amount ATI of the contract** and shall be paid to the Contractor, upon written request to the project owner, subject to presentation of a copy of an original registered contract. The amount requested must be 100% guaranteed by a first-class banking institution under Cameroonian law.
GCC 54.1	An Environmental and Social (ES) Performance Security shall be provided to the Employer.
GCC 54.1	The Performance Security amount is: (a) Performance Security – Bank Guarantee: in the amount of *3%* percent of the amount of the contract of the amount ATI of the Accepted Contract and in the same currency(ies) of the Accepted Contract Amount *(b)* Environmental and Social (ES) Performance Security - Bank Guarantee: in the amount of ***[3%]*** percent of the amount ATI of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount*]*.

GCC 57.1	**Provisional acceptance :** • The Contractor shall notify the project owner when it considers that the work has been completed. Within seven (7) days, and in the context of a technical acceptance, the **project owner** will arrange for a preparatory inspection to be carried out (consisting of the Sector Engineer, the Project Manager and the Contract Manager) to confirm that the work has been completed correctly, or to identify any unfinished work or corrective work required to meet the technical specifications and the required quality. This inspection results in an Inspection Report listing the work to be completed or corrected, signed by the project's technical team and by the Contractor. • The Service Provider has 10 days to proceed with completion or corrective work, during which time the **project owner** may schedule the Provisional Acceptance Ceremony by the designated committee. • At the provisional acceptance stage, the acceptance committee decides either to accept the works or to accept them with reservations and notifies the Service Provider of its decision, requiring it to carry out or complete the omitted or incomplete works and to remedy the imperfections and defects noted within a set period of time. After this deadline, the **project owner** is entitled to have the work mentioned as reservations in the Provisional Acceptance Report carried out at the Contractor's expense and risk. The Provisional Acceptance Certificate is only issued once the works have been fully completed. • The provisional acceptance committee is composed as follows: ✓ **President:** The LORD MAYOR of the ELAK Council or his representative ✓ **Reporting:** Contract Engineer ✓ **Members:** o The PROLOG-NWR infrastructure expert (The Project Manager) o The PROLOG –NWR environmental and social experts o The Chief of Technical Services, ELAK council or his representative; o A representative of the beneficiary population ✓ **Observer:** The MINMAP Divisional Delegate for BUI or his/her representative ✓ **Invited:** The service provider 2/3 of the members may provisionally accept the work. <u>Final acceptance</u> Final acceptance is pronounced at the end of the guarantee period of one (01) year by means of Minutes notified to the Service Provider. The Delegated Project Owner then establishes the release of the performance guarantee, subject to the execution of any work still incumbent on the Service Provider under the guarantee. The Final Acceptance Committee is composed as follows: ✓ **President:** The Lord Mayor of the ELAK Council or his representative ✓ **Reporting:** Contract Engineer

	✓ **Members:** o The PROLOG-NWR infrastructure expert (The Project Manager) o The PROLOG –NWR environmental and social experts o The Chief of Technical Service, ELAK council or his representative; o A representative of the beneficiary population ✓ **Observer:** The MINMAP Divisional Delegate for BUI or his/her representative ✓ **Invited:** The service provider 2/3 of the members may provisionally accept the work
E. Finishing the Contract	
GCC 60.1	The date by which operating, and maintenance manuals are required is fifteen (15) days at the latest after provisional acceptance of the work. The date by which "as Built" drawings are required is fifteen (15) days at the latest after provisional acceptance of the work.
GCC 60.2	The amount to be withheld for failing to produce "as Built" drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is **2.5% of the amount of the Performance Bond**.
GCC 61.2 (g)	The maximum number of days is: - from the first to the thirtieth day beyond the contractual period fixed by the contract: one two-thousandth (1/2,000th) of the amount inclusive of tax of the basic contract per calendar day; - beyond the thirtieth day: one thousandth (1/1,000th) of the amount inclusive of tax of the basic contract.
GCC 62.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **equivalent to the cumulative amount of the prices not executed in the estimated and quantitative details of the contract.**

General Conditions of Contract

A. General

1. Definitions

Boldface type is used to identify defined terms.

(a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

(d) **Bank** means the financing institution **named in the PCC**.

(e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

(f) **Compensation Events** are those defined in GCC Clause 42 hereunder.

(g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.

(h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

(i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.

(j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

(k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

(l) **Days** are calendar days; months are calendar months.

(m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(n) A **Defect** is any part of the Works not completed in accordance with the Contract.

(o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

(p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.

(q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.

(s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(t) **"In writing"** or **"written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

(v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(y) The **Project Manager** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(z) **PCC** means Particular Conditions of Contract.

(aa) The **Site** is the area defined as such in the PCC.

(bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) **Specifications** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(gg) A **Variation** is an instruction given by the Project Manager which varies the Works.

(hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.

(ii) **"Contractor's Personnel"** refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.

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

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

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

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

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

(mm) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel; and

(nn) **"Employer's Personnel"** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer or the Project Manager to the Contractor.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Letter of Acceptance,

(c) Contractor's Bid,

(d) Particular Conditions of Contract,

(e) General Conditions of Contract, including Appendices,

(f) Specifications,

(g) Drawings,

(h) Bill of Quantities,[3] and

(i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

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

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 Unless otherwise **specified in the PCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

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

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

Project Manager, to conduct any environmental and social assessment.

9. Personnel and Equipment

9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;

(f) has been recruited from the Employer's Personnel;

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

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

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

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

9.4 Labor

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

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

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

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

12. Contractor's Risks

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

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments

otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

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

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer's requirements which may include, if stated in the Specifications:

(a) designing structural elements of the Works taking into account climate change considerations;

(b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and

(c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

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

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

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the

Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Health, Safety and Protection of the Environment

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

18.2 The Contractor shall:

(a) comply with all applicable health and safety regulations and Laws;

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

(c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;

(d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;

(e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Certificate of Completion;

(f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;

(g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;

(h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;

(i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;

(j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;

(k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

(l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

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

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

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

(a) which shall include at a minimum:

(i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;

(ii) details of the training to be provided, records to be kept;

(iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);

(iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;

(v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor;

(vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and

(b) any other requirements stated in the Specifications.

18.3 Protection of the environment

(a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and

(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the

values indicated in the Specifications, nor those prescribed by applicable laws.

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

19. Archaeological and Geological Findings

19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

(a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;

(b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and

(c) implement any other action consistent with the requirements of the Specifications and relevant laws.

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

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 Inspections & Audit by the Bank

Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the

procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

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

24. Procedure for Disputes

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

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

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

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

25. Fraud and Corruption

25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.

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

26. Stakeholder

26.1 The Contractor shall provide relevant contract-related information, as the

Engagement

Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:

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

(ii) may have an interest in the Contract.

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

27. Suppliers (other than Subcontractors)

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

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

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

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

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

28. Code of Conduct

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

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

such prohibited behaviors.

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

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

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

29. Security of the Site

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

(a) for keeping unauthorized persons off the Site;

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

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

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

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

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

B. Time Control

30. Program and Progress Reports

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

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

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

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

30.5In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

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

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

31. Extension of the Intended Completion Date

.1 The Project Manager shall extend the Intended Completion Date if a npensation Event occurs or a Variation is issued which makes it impossible for npletion to be achieved by the Intended Completion Date without the Contractor ng steps to accelerate the remaining work, which would cause the Contractor to ır additional cost.

.2 The Project Manager shall decide whether and by how much to extend the nded Completion Date within 21 days of the Contractor asking the Project nager for a decision upon the effect of a Compensation Event or Variation and mitting full supporting information. If the Contractor has failed to give early ning of a delay or has failed to cooperate in dealing with a delay, the delay by this

ure shall not be considered in assessing the new Intended Completion Date.

32. Acceleration

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

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

33. Delays Ordered by the Project Manager

33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

34. Management Meetings

34.1 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.

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

35. Early Warning

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

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

C. Quality Control

36. Identifying Defects

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

37. Tests

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

38. Correction of Defects

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

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

39. Uncorrected Defects

39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

40. Contract Price[4]

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

41. Changes in the Contract Price[5]

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

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

42. Variations

42.1 All Variations shall be included in updated Programs[6] produced by the Contractor.

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

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

42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation

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4 In lump-sum contracts, replace GCC Sub-Clause 40.1 as follows:

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

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

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

6 In lump-sum contracts, add "and Activity Schedules" after "Programs."

Event.

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

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

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

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;

(c) a description of any effect(s) of the change on performance/functionality; and

(d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

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

(a) accelerates the contract completion period; or

(b) reduces the Contract Price or the life cycle costs to the Employer; or

(c) improves the quality, efficiency, safety or sustainability of the Facilities; or

(d) yields any other benefits to the Employer,

without compromising the functionality of the Works.

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

(a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or

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

43. Cash Flow Forecasts

43.1 When the Program,[8] is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall

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7 In lump-sum contracts, delete this paragraph.

8 In lump-sum contracts, add "or Activity Schedule" after "Program."

include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

44. Payment Certificates

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

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

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

44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.[9]

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

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

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

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

(b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;

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

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

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

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

45. Payments

45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in

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[9] 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."

the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

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

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

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

46. Compensation Events

46.1 The following shall be Compensation Events:

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

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

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

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

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

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

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

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

(i) The advance payment is delayed.

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

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

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

shall be extended.

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

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

47. Tax

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

48. Currencies

48.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

49. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients[10] **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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

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

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

50. Retention

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

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

51. Liquidated Damages

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

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

52. Bonus

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

53. Advance Payment

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

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

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

54. Securities

54.1 The Performance Security shall be issued by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ES Performance Security shall be

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

55. Dayworks

55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

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

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

56. Cost of Repairs

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

E. Finishing the Contract

57. Completion

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

58. Taking Over

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

59. Final Account

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

60. Operating and Maintenance Manuals

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

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

due to the Contractor.

61. Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

62. Payment upon Termination

62.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not

completed, as **specified in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

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

63. Property

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

64. Release from Performance

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

65. Suspension of Bank Loan or Credit

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

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

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

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, subconsultants, 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, subcontractors, 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;[11] (ii) to be a nominated[12] 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[13] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have audited by auditors appointed by the Banks,

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

[1] 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 prequalification 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.

[1] 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.

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

[1] *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*

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)
16) AFG Bank

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