



Bangladesh Inland Water Transport Authority (BIWTA)
Office of the Project Director
Bangladesh Regional Waterway Transport Project-1 (BRWTP 1)
BSC Tower (Level-21), 2-3 Rajuk Avenue, Motijheel C/A
Dhaka-1000, Bangladesh


Memo no.18.11.0000.181.14.147.19.245


Date: 20 April 2020

ADDENDUM-4


Amendment of the Bidding Documents of Contract Package No. BRWTP-W1A [Output and Performance-Based Contract (OPBC) for Works of Navigation Improvement with maintenance and Aids to Navigation with installation along inland waterway routes]


In accordance with Instructions to Bidders (ITB) Clause 8, the Bidding Documents are hereby amended as follows:


Amen dment No.	Bidding Document Reference	Original Provision/Existing Wording	Amended Provision/Wording
4.1	Important Notice to Bidders, Para 7 Page: iv 	7. Maintaining river networks in Bangladesh includes both works and services. For the purposes of this contract, the works include Development Dredging (over a four-year period) and other Improvement Works that are those measures at the start of the contract necessary to bring the Inland Waterways (IW) to a certain service level. Thereafter Maintenance Services (carried out over a two-year period) consist of many different tasks frequently necessary to maintain the function of the river (such as re-sediment dredging, maintenance to aids to navigation, etc.). Together with intelligent management, the timeliness of interventions and the adequacy of technical solutions are critical. It is expected that the use of private specialized firms under output and performance-based contracts (OPBC) will unleash significant efficiency gains, and stimulate innovation in comparison with traditional river administration practices.	7. Maintaining river networks in Bangladesh includes both works and services. For the purposes of this contract, the works include Development Dredging and other Improvement Works, such as installation of Aids to Navigation that are necessary to bring the Inland Waterways (IW) to a certain service level. Thereafter Maintenance Services consist of many different tasks frequently necessary to maintain the function of the river (such as re-sediment dredging, maintenance to aids to navigation, etc.). Together with intelligent management, the timeliness of interventions and the adequacy of technical solutions are critical. It is expected that the use of private specialized firms under output and performance-based contracts (OPBC) will unleash significant efficiency gains and stimulate innovation in comparison with traditional river administration practices.
4.2	Important Notice to Bidders, Para 13(ii)	(ii) Works , which are divided into three parts: <ul style="list-style-type: none">▪ Development (or Restoration) Dredging Works which, in first 30	(ii) Works , which are divided into three parts: <ul style="list-style-type: none">▪ Development (or Restoration) Dredging Works which will be


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	Page: v	<p>(thirty) months of the Contract, will be in the form of unit prices for each river route. Development Dredging is designed to allow the Contractor to obtain an understanding of river dynamics and shall be paid to on the basis of unit prices against measured quantities.</p> <ul style="list-style-type: none"> ▪ Improvement Works which, in first two years of the Contract, will be in the form of unit prices for each river route; and, ▪ Emergency Works in the form of unit prices- for each time of works as when will be required during the period of contract and defect liabilities. 	<p>in the form of unit prices for each river route. Development Dredging is designed to allow the Contractor to obtain an understanding of river dynamics and shall be paid to on the basis of unit prices against measured quantities.</p> <ul style="list-style-type: none"> ▪ Improvement Works which will be in the form of unit prices for each river route; and, ▪ Emergency Works in the form of unit prices- for each time of works as when will be required during the period of contract and defect liabilities.
4.3	<p>VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 11.2(h) Page: 32</p> 	<p>The Bidder shall submit with its bid all documents as required in conformity with Works Requirements (such as statement of work method, resource based work program, proposed list of equipment and personnel together with the reason for their selection, organization and communication plans, etc) and fill in all forms in Part 1, Section IV Bidding Forms. All forms which are filled in accordance with requirements shall be signed by the Bidder's Legal Representative.</p> <p>In addition, the following shall be submitted:</p> <p>Code of Conduct (ESHS)</p> <p>The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p><i>[Note: Complete and include the risks to be addressed by the Code in accordance with Section VI, e.g. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment etc.]</i></p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement,</p>	<p>The Bidder shall submit with its bid all documents as required in conformity with Works Requirements (such as statement of work method, resource based work program, proposed list of equipment and personnel together with the reason for their selection, organization and communication plans, etc.) and fill in all forms in Part 1, Section IV Bidding Forms. All forms which are filled in accordance with requirements shall be signed by the Bidder's Legal Representative.</p> <p>In addition, the following shall be submitted:</p> <p>(i) Code of Conduct (ESHS)</p> <p>The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p>As a minimum, the Code of Conduct (ESHS) shall, in accordance with Section VI, address the Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime, maintaining safe environment and obedience by safety measures at the Site.</p>


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		<p>what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> ▪ Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts; ▪ Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan. <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), also referred to interchangeably and in Section VI Part G (ESHS Managemet) as Construction Environmental Management Action Plan (CEAP), in accordance with the Particular Conditions of Contract Sub-Clause 10.1, that includes and further details out at a site and time specific level, and is continuously updated as per work and site conditions, the agreed Management Strategies and Implementation Plans described here.</p> 	<p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Bidder proposes to deal with any breaches.</p> <p>(ii)Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> ▪ Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts; ▪ Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan. <p>(iii)Proposed Subcontractors / Specialized Subcontractors</p> <p>The Bidder shall, provide:</p> <ul style="list-style-type: none"> ▪ The parts of Works and Services which are proposed to subcontract pursuant to ITB Sub-Clause 33.2, including the names and addresses of proposed Specialized Subcontractors and description of their relevant experience, qualification and capacity. ▪ The parts of Works and Services exceeding 10% of total volume of all work, which are proposed to subcontract pursuant to ITB Sub-Clause 33.3, including the names and addresses of proposed Subcontractors and description of their relevant experience, qualification and capacity.
4.4	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid	The following schedules shall be submitted with the Bid:	The Bill of Quantities shall be completed in accordance with Preambles to the Bill of Quantities (reference to revised Bill of Quantities


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	Data Sheet (BDS), BDS for ITB Sub-Clause 11.3(b) Page: 33	<ul style="list-style-type: none"> (i) Schedules of parts of Works/Services which the Bidder proposed to subcontract with approximated value of parts thereof and name(s) with address(es) of subcontractor(s)/partner(s) if any proposed; (ii) Proposed Works Programme/ Schedule with value for each activity; (iii) Projected Cash Flow; (iv) Schedule of Adjustment Data tabulated for local & foreign currency(ies); (v) Summary of Payment Currencies (if prices are quoted in multiple currencies including local currency); (vi) Priced Bill of Quantities (vii) Letter of Bids along with all other forms/schedules as stated in Bidding Document. 	provided in Addendum No. 3), Specifications and other applicable instructions provided in the Bidding Documents.
4.5	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 11.3(d) Page: 33	Not applicable. 	The following schedules shall be submitted with the Bid: <ul style="list-style-type: none"> (i) Schedules of parts of Works/Services which the Bidder proposed to subcontract with approximated value of parts thereof and name(s) with address(es) of subcontractor(s)/partner(s), if any proposed; (ii) Proposed Works Programme / Schedule with value for each activity; (iii) Projected Cash Flow; (iv) Schedule of Adjustment Data tabulated for local & foreign currency(ies); (v) Summary of Payment Currencies; (vi) Other forms/schedules as required by the Bidding Documents.
4.6	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for	Not Applicable	The rates and prices quoted by the Bidder are subject to adjustment in accordance with provisions of PC to GC Sub-Clause 48.1.


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	ITB Sub-Clause 14.5 Page: 34		
4.7	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 19.1 Page: 34	<p>A Bid Security shall be required.</p> <p>The amount and currency of the Bid Security shall be:</p> <ul style="list-style-type: none"> • for LOT-1: US\$ 1,390,000.00 (USD One Million Three Hundred Ninety Thousand) or equivalent amount in BDT • for LOT-2: US\$ 575,000.00 (USD Five Hundred Seventy Five Thousand) or equivalent amount in BDT • for LOT-3: US\$ 740,000.00 (USD Seven Hundred Fortty Thousand) or equivalent amount in BDT <p><i>Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.</i></p>	<p>A Bid Security shall not be required.</p> <p>Instead of Bid Security the Bidder shall submit a Bid Securing Declaration in accordance with the format provided in Annex A to this Addendum.</p>
4.8	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 19.3 Page: 34	-	<p>Add BDS for ITB Sub-Clause 19.3:</p> <p>“ITB Sub-Clause 19.3 shall be amended as follows:</p> <p>“Any Bid not accompanied by an enforceable and compliant Bid Security, or Bid Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as non-responsive.”</p>
4.9	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 19.8 Page: 34	<p>-</p> 	<p>Add BDS for ITB Sub-Clause 19.8:</p> <p>“If a Bidder incurs any of the actions listed in GC Sub-Clause 19.8, the Borrower may declare the Bidder ineligible to be awarded a contract by the Borrower for a period of forty-eight (48) months from the Bid submission deadline pursuant to ITB Sub-Clause 22.1.”</p>
4.10	VOLUME 1, Part 1: Bidding Procedures,	<p>For <u>Bid submission purposes</u> only, the Employer’s address is:</p> <p>Attention: Mr. Mahmud Hasan Salim,</p>	<p>For <u>Bid submission purposes</u> only, the Employer’s address is:</p> <p>Attention: Mr. Mahmud Hasan</p>


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	Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 22.1 Page: 35	<p>Project Director, BRWTP - 1</p> <p>Address: Office of the Project Director, Bangladesh Regional Waterway Transport Project 1, (BRWTP-1) located at BSC Tower (Level-21), 2-3 Rajuk Avenue Motijheel, Dhaka 1000, Bangladesh.</p> <p>The deadline for Bid submission is: Date: 21April 2020 Time: 14:00 hours BST (GMT +6.00)</p> <p>Bidders shall not have the option of submitting their Bids electronically.</p>	<p>Salim, Project Director, BRWTP - 1</p> <p>Address: Office of the Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP-1), BIWTA, located at BSC Tower (Level-21), 2-3 Rajuk Avenue, Motijheel, Dhaka 1000, Bangladesh.</p> <p>The deadline for Bid submission is: Date: 10 June 2020 Time: 14:00 hours BST (GMT +6.00)</p> <p>Bidders shall not have the option of submitting their Bids electronically.</p>
4.11	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 25.1 Page: 35	<p>The bid opening shall take place at:</p> <p>Address: Office of the Project Director, Bangladesh Regional Waterway Transport Project 1, (BRWTP-1) located at BSC Tower (Level-21), 2-3 Rajuk Avenue Motijheel, Dhaka 1000, Bangladesh</p> <p>Date: 21April 2020 Time: 15:00 hours BST (GMT +6.00)</p>	<p>The bid opening shall take place at:</p> <p>Address: Office of the Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP-1), BIWTA, located at BSC Tower (Level-21), 2-3 Rajuk Avenue, Motijheel, Dhaka 1000, Bangladesh</p> <p>Date: 10 June 2020 Time: 14:30 hours BST (GMT +6.00)</p>
4.12	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 33.3 Page: 36 	<p>The Bidder may propose subcontracting for volume/part/item of activities mentioned below:</p> <p>(a) Maximum 30% of all Dredging Works; (b) Supply, Installation and Commissioning of Aid to Navigation; (c) Environmental and Social Monitoring; (d) Emergency Works.</p> <p><i>Bidders planning to subcontract more than 10% of total volume of all work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</i></p>	<p>The Bidder may propose subcontracting for volume/part/item of activities mentioned below:</p> <p>(a) Maximum 30% of all Dredging Works; (b) Supply, Installation and Commissioning of Aid to Navigation: up to 100%; (c) Environmental and Social Monitoring: up to 100%; (d) Emergency Works: up to 100%.</p> <p>Bidders planning to subcontract more than 10% of total volume of all works shall, pursuant to ITB Sub-Clause 11.2(h), specify in Appendix F to Technical Part: Subcontractors, the activity(ies) or parts of the Works to be</p>

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			subcontracted along with complete details of the subcontractors and their qualification and experience.
4.13	VOLUME 1, Part 1: Bidding Procedures, Section II: Bid Data Sheet (BDS), BDS for ITB Sub-Clause 35.1(a) Page: 36	-	Add BDS for ITB Sub-Clause 35.1(a): “ITB Sub-Clause 35.1(a) shall be amended as follows: (a) the Bid price, excluding Provisional Sums explicitly identified as such in the Bill of Quantities and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, but including Emergency Works and Daywork ⁶ items, where priced competitively;”
4.14	VOLUME 1, Part 1: Bidding Procedures, Section IV: Bidding Forms, Letter of Bid-Technical Part Page: 53	(b) We offer to execute in conformity with the Bidding Document the following Works: Output and Performance Based Contract (OPBC) for Navigation Improvement with maintenance and Aids to Navigation;	(b) We offer to execute in conformity with the Bidding Document the following Works: (i) Output and Performance Based Contract (OPBC) for Navigation Improvement with Maintenance; and (ii) Aids to Navigation with Installation along Inland Waterway Routes: LOT-1: OPBC Woks of Development Dredging with maintenances and Aids-to Navigation along inland waterway Routes denoted by 1, 2, 19, 20 and 22. LOT-2: OPBC Woks of Development Dredging with maintenances and Aids-to Navigation along inland waterway Routes denoted by 3&4, 5, 6,7&8, 9,10 and 11. LOT-3: OPBC Woks of Development Dredging with maintenances and Aids-to Navigation along inland waterway Routes denoted by 12, 13, 13a, 15&16,17, and 21. <i>[retain Lot(s) offered and delete Lot(s) which is(are) not applicable]</i>
4.15	VOLUME 1, Part 1: Bidding Procedures, Section IV: Bidding Forms, Letter of Bid-Technical Part	- 	Add new form ‘ Appendix F to Technical Part: Subcontractors ’ in accordance with the format provided in Annex B to this Addendum.

Amendment No.	Bidding Document Reference	Original Provision/Existing Wording	Amended Provision/Wording
	Page: 86		
4.16	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for CG Sub-Clause 5.1 Page:207	For notices, the address of the Employer is: Project Director, Bangladesh Regional Waterway Transport Project 1, BIWTA BSC Tower (Level-21) 2-3 Rajuk Avenue, Motijheel C/A, Dhaka 1000, Bangladesh. Telephone: +880 2 41050564 Facsimile: +880 2 41050565 E-mail: pd.brwtp1.biwta@gmail.com, mhasansalim@gmail.com	For notices, the address of the Employer is: Attention: Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP1), BIWTA Address: BSC Tower (Level-21), 2-3 Rajuk Avenue, Motijheel C/A, Dhaka 1000, Bangladesh. Telephone: +880 2 41050564 Facsimile: +880 2 41050565 E-mail: pd.brwtp1.biwta@gmail.com, mhasansalim@gmail.com For notices, the address of the Contractor is: Attention: Address: Telephone: Facsimile: E-mail:
4.17	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for CG Sub-Clause 16.2.1 Page:209	-	Add PC for GC Sub-Clause 16.2.1 as follows: “The Inland Waterways (IW) Manager is: _____ [insert name and position]”
4.18	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for CG Sub-Clause 35.1 Page:211	- 	Add to PC for GC Sub-Clause 35.1: “The Contractor shall deliver to the Project Manager identity of proposed insurers and proposed formats of insurance policies not later than the Start Date. Evidence of insurances taken shall be submitted to the Project Manager not later than fourteen (14) days from the Employer’s approval communicated by the Project Manager.”

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4.19	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC forCG Sub-Clause 42.1(b) Page: 212	The aggregate liability of the Contractor to the Employer, excluding payment reductions defined in GC 47.1, shall not exceed the amount of 10% (Ten percent) of Development Dredging Works and Improvement Works combined.	The aggregate liability of the Contractor to the Employer, excluding payment reductions defined in GC 47.1 and penalties on failure to fulfill EMP requirements defined in GC 49.6, shall not exceed the amount of 10% (Ten percent) of Development Dredging Works and Improvement Works combined.
4.20	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC forCG Sub-Clauses 39.2 and 47.1 Pages: 212, 213	-	Add PC for GC Sub-Clauses 39.2 and 47.1 as follows: “Payment reductions for failure to attain specified Service Levels shall be as specified in Works Requirements. Part E: Specifications for Output and Performance Based Maintenance Services, Sub-Clause 4.1: Determination of Payment Reductions.”
4.21	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC forCG Sub-Clauses 39.3 and 39.4 Page: 212	For Development Dredging Works , the liquidated damages are 0.01% per calendar day of delay of contract price of the payment normally due for the specific Works for which completion is delayed. For Improvement Works , the liquidated damages are 0.01% per calendar day of delay of contract price of the payment normally due for the specific Works for which completion is delayed.	For Development Dredging Works , the liquidated damages are 0.1% per calendar day of delay of contract price of the payment normally due for the specific Works for which completion is delayed. For Improvement Works , the liquidated damages are 0.1% per calendar day of delay of contract price of the payment normally due for the specific Works for which completion is delayed.
4.22	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC forCG Sub-Clause 40.4 Page: 212	For Development Dredging Works, the liquidated damages are 0.01% per calendar day of delay of contract price of the payment normally due for the specific Works for which completion is delayed. For Improvement Works, the liquidated damages are 0.01% per calendar day of delay of contract price of the payment normally due for the specific Works for which completion is delayed. The maximum amount of liquidated damages shall be: 10% (Ten percent) of	The maximum amount of liquidated damages shall be: 10% (Ten percent) of Development Dredging Works or Improvement Works or the both: whichever is not complete. 

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		Development Dredging Works or Improvement Works or the both: whichever is not complete.	
4.23	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC forCG Sub-Clause 44.1 Page:213	The payment of the Contract Price will be made in the following currencies: -----[insert currencies and percent of currency]	The payment of the Contract Price will be made in the following currencies: -----[insert currencies, percent of each currency and applicable exchange rate in accordance with Appendix to Bid – Table C]
4.24	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC forCG Sub-Clause 44.2 Page:213	The contract price is: [insert currencies and amounts in each currency]	The Contract Price shall be as specified in the Contract Agreement and thereafter as adjusted in accordance with the provisions of the Contract.
4.25	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC forCG Sub-Clause 45.1 Page:213	The amount of the Advance Payment is 15% (Fifteen Percent)of total Contract Price (excluding the amount for Provisional Sums and Dayworks) as specified in the Contract. Advance Payment equaling to 15%of total contract amount will be made after signing of the Contract and upon submission of Advance Payment Guarantee issued from a bank/financia institute acceptable to the Purcahser against the advance amount.	The amount of the Advance Payment is 15% (Fifteen Percent) of the total Contract Price excluding the amounts for Provisional Sums and Dayworks, as specified in the Contract. Advance Payment will be made within twenty-eight (28) days after signature of the Contract and submission of Advance Payment Security issued by a bank acceptable to the Employer and compliant with requirements of GC Clause 53.2.
4.26	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for GC Sub-Clause 49.6	- 	Delete the following entry: “(The penalty value (3 rd column) of the item delayed or defective is a function of the Bid Data Sheets for each lot.”

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	Page:214		
4.27	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for GC Sub-Clause 50.1 Page:216	-	Add new PC to GC Sub-Clause 50.1: “The entire GC Sub-Clause 50.1 shall be replaced with the following: 50.1 Payments shall be adjusted for deductions for advance payments, retention, reductions for not achieving Performance Standards for Maintenance Services and penalties on failure to fulfill EMP requirements. The Employer shall pay the Contractor the amounts certified by the Project Manager in accordance with GC Clause 49, within twenty-eight (28) days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.”
4.28	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for GC Sub-Clause 53.3.1 Page:216	<p>The Performance Security amount is 7.5% of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>The ESHS Performance Security is 2.5% of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount].</p> 	<p>The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide the following securities for the due performance of the Contract:</p> <p>Performance Security in the amount equal to 7.5% of the Accepted Contract Amount, denominated in the currency or currencies in which the Accepted Contract Amount is payable, or in a freely convertible currency acceptable for the Employer.</p> <p>The ESHS Performance Security in the amount equal to 2.5% of the Accepted Contract Amount, denominated in the currency or currencies in which the Accepted Contract Amount is payable, or in a freely convertible currency acceptable for the Employer.</p>
4.29	VOLUME 1, Part 2: Conditions of Contract and	The Form of Performance Security and ESHS Performance Security shall be similar form of an unconditional Bank Guarantee.	The form of Performance Security shall be in accordance with Performance Security - Option 1: Demand Guarantee provided in Annex to Particular Conditions – Contract

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	Contract Forms, Section VIII: Particular Conditions, PC for GC Sub-Clause 53.3.2 Page:216		Forms. The form of ESHS Performance Security shall be in accordance with Performance Security for Environmental, Social, Health and Safety (ESHS) - Demand Guarantee provided in Annex to Particular Conditions – Contract Forms.
4.30	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for GC Sub-Clause 53.3.3 Page:216	-	Add new PC to GC Sub-Clause 53.3.3: “The entire GC Sub-Clause 53.3.3 shall be replaced with the following: 53.3.3 The Performance Security and ESHS Performance Security shall be valid until twenty-eight (28) days after Completion of all Works and Services under the Contract and shall automatically become null and void upon issuance of Certificate of Completion of all Works and Services issued by the Employer. In the event Completion of Works and/or Services is delayed beyond the scheduled date, the Performance Security and ESHS Performance Security shall be extended accordingly. The securities shall be returned to the Contractor immediately after their expiration.”
4.31	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for GC Sub-Clause 55.1 Page:216	-	Add new PC to GC Sub-Clause 55.1: “The entire GC Sub-Clause 55.1 shall be replaced with the following: “55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract within twenty-eight (28) days after the Project Manager issued the Certificate of Completion of all the Works and Services. The Project Manager shall certify any final payment that is due to the Contractor within fifty-six (56) days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within fifty-six (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



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			Contractor and issue a payment certificate.”
4.32	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section VIII: Particular Conditions, PC for GC Sub-Clause 57.2 Page:216	If the required documents are not supplied in accordance with PC 57.1, the amount to be withheld are: (a) In case of delay in submission of As-Built Drawings for Development Dredging and Improvement Works an amount equal to 10% of the specific works; (b) In case of delay in submission of Survey and other data for Maintenance dredging that required to determine the Service Levels an amount equal to 30% of the billed amount for that specific Maintenance service works	If the required documents are not supplied in accordance with PC 57.1, the amounts to be withheld are: (a) In case of delay in submission of “as-built” Drawings for Development Dredging and Improvement Works: an amount equal to 0.1% of the contract price of respective Works per day of delay, subject to a maximum of 10% of the contract price of the Works concerned; (b) In case of delay in submission of Survey and other data for Maintenance dredging, which is required to determine the Service Levels: an amount equal to 0.3% of the billed amount for the Maintenance Services concerned per day of delay, subject to a maximum of 30% of the billed amount.
4.33	VOLUME 1, Part 2: Conditions of Contract and Contract Forms, Section IX: Annex to the Particular Conditions – Contract Forms, Contract Agreement Page:221	Entry: “WHEREAS the Employer desires that the Works and Services known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,”	Replace this entry with: “WHEREAS the Employer desires that the Works and Services known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein for the total amount equivalent to BDT _____ [amount in numbers] (Bangladesh Taka _____ [amount in words] (hereinafter the “Contract Price”),”

Note: This Addendum shall be considered an integral parts and parcel of the Bidding Documents.



Annex A: Form of Bid-Securing Declaration

Date: _____

RFB No.: _____

Alternative No.: _____

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Employer for the period of time of **forty-eight (48) months** starting on **the date of Bid submission deadline pursuant to ITB Sub-Clause 22.1**, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]



Annex B: Form of Appendix F to Technical Part: Subcontractors

[Bidders should specify:

- 1. Parts of the Works and/or Services which are proposed to subcontract pursuant to ITB Sub-Clause 33.2, including information about proposed **Specialized Subcontractors** as detailed below.*
- 2. Parts of Works and/or Services, which are proposed to subcontract pursuant to ITB Sub-Clause 33.3 (mandatory for proposals to subcontract parts of Works and/or Services exceeding 10% of total volume of all work), including information about proposed **Subcontractors** as detailed below.*

Where the Bidder proposes to use a named Specialized Subcontractor(s) / Subcontractor(s) for the execution of any part of the Works or Services, the Bidder shall provide the following information for each proposed Specialized Subcontractor/ Subcontractor:

name, head office address; place of incorporation / registration; year of incorporation / registration and contact details; brief description and the estimated value of the part of the Works and/or Services, which is intended to be subcontracted; description of the capability and resources of the named Specialized Subcontractor(s) / Subcontractor(s) to perform the proposed part of the Works and/or Services including:

- (a) experience and past performance on the execution of similar works and/or services;*
- (b) capabilities with respect to personnel, equipment, and construction;*
- (c) financial position; and*
- (d) appropriate justification of the need for the use of the proposed Specialized Subcontractor(s) / Subcontractor(s) for the execution of the Works and/or Services.]*

