Bangladesh Land Port Authority
Ministry of Shipping
Accelerating Transport and Trade Connectivity in
Eastern South Asia (ACCESS) – Bangladesh Phase 1:
(BLPA Component) Project
Plot No. F-19/A, Sher-E-Bangla Nagar,
Agargaon, Dhaka-1207, Bangladesh

Memo No.: 18.15.0000.023.14.025.24.36 Date: October 22, 2024

Request for Bids - Works
(Two-Envelope Bidding Process, Without Prequalification)
(International Bid)

Employer: Bangladesh Land Port Authority

Project: Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project

Contract title: Development & Expansion of Burimari Land Port- Construction of Parking Yard, Sheds, Warehouses with other ancillary facilities

Country: Bangladesh

Credit No.: 7166-BD

RFB No: BLPA-W7

Issued on: ....

1. The Government of Bangladesh has received financing from the World Bank toward the cost of the Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project and intends to apply part of the proceeds toward payments under the contract for Development & Expansion of Burimari Land Port- Construction of Parking Yard, Sheds, Warehouses with other ancillary facilities.

2. The Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project under Bangladesh Land Port Authority now invites sealed Bids from eligible Bidders for Development & Expansion of Burimari Land Port-Construction of Parking Yard, Sheds, Warehouses with other ancillary facilities. The construction period is twenty four (24) months. The location of the work is at Lalmonirhat district, northern part of Bangladesh. The margin of preference is not applicable.

3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers-Procurement in Investment Projects Financing", dated September 2023 and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from the Project Director, ACCESS Project, BLPA component, Bangladesh Land Port Authority, E-mail: pdaccessblpa@gmail.com and inspect the Bidding document during office hours i.e., 09.00 to 17.00 hours at the address given below. A read-only copy of the bidding document will also be available for viewing by prospective bidders on the website of the Employer www.blpa.gov.bd

5. The Bidding document in English may be purchased by interested eligible Bidders through either of the following two options:

   To collect the bidding documents from the office of the Employer, the bidder on his official letter head pad will submit application to the Project Director, ACCESS Project together with the deposit receipt of money of the non-refundable fee in the amount of Bangladesh Taka 25,000.00 or US Dollars 215.00 in the bank account of the Employer given below and the bidding documents may be collected by the bidder from the Employer's address below.

   To receive bidding documents from outside Bangladesh, the bidder will send application to the Project Director, ACCESS Project from the bidder's official e-mail address with the documentary evidence of depositing (direct deposit or electronic wire-transfer payment) Bangladesh Taka 25,000.00 or US Dollars 215.00 plus courier service fee (depend on the country of delivery and weight of the documents). Within 3 working days of receipt of the required fees (document fee plus courier service fee) in the Employer's bank account given below, the Employer will dispatch the bidding documents through courier service and send a copy of the courier service order receipt through reply email to the bidder's email address, which the bidder may use to track the delivery. The Employer shall not be responsible in case of late or incorrect delivery by the courier service company.

6. A Pre-Bid meeting will be held on November 12, 2024 at 11.00 A.M., Bangladesh Standard Time at the address given below.

7. Bids must be delivered to the address below on or before 03.00 P.M. Bangladesh Standard Time (GMT + 6 hours) on December 12, 2024. Electronic bidding will not be permitted. Late Bids will be rejected. The outer Bid envelopes marked "ORIGINAL BID," and the inner envelopes marked "TECHNICAL PART" will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on 03.30 P.M. Bangladesh Standard Time (GMT + 6 hours) on December 12, 2024. All envelopes marked "FINANCIAL PART" shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.

8. All Bids must be accompanied by a Bid Security of Amount BDT 57.00 million (BDT fifty-seven million) or USD 525,000.00 (USD five hundred twenty-five thousand) or equivalent in any freely convertible currency in favour of "Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project".

9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

10. The address (es) referred to above is (are):

Md. Ruhul Amin Miah
Project Director (Joint Secretary)
Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project
Bangladesh Land Port Authority
Plot No. F-19/A, Sher-E-Bangla Nagar,
Agargaon, Dhaka-1207, Bangladesh.
Telephone: +88-02-41025302
E-mail: pdaccessblpa@gmail.com

11. Bank Account for electronic wire transfer:

Account Name: Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1
Account Number: 0117203000283
Bank Name: Sonali Bank PLC
Branch Name: Kawran Bazar
SWIFT Code: BSONBDDHLOD
Routing Number: 200262530

22.10.2024

(Md. Ruhul Amin Miah)
Project Director (Joint Secretary)
(Service ID-15346)
Land Port Building
F-19/A, Sher-E-Bangla Nagar, Agargaon,
Dhaka-1207, Bangladesh.
E-mail: pdaccessblpa@gmail.com

Bangladesh Land Port Authority
Ministry of Shipping
Accelerating Transport and Trade Connectivity in
Eastern South Asia (ACCESS) – Bangladesh Phase 1:
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Plot No. F-19/A, Sher-E-Bangla Nagar,
Agargaon, Dhaka-1207, Bangladesh.

(IDA Credit No.: 7166-BD)

Request for Bids- Works

Two-envelope with rated criteria

Volume I

Name of the Package:
Development & Expansion of Burimari Land Port- Construction of Parking Yard, Sheds, Warehouses with other ancillary facilities

Package No.: BLPA-W7

Volumes of Request for Bids (RFB)

Bangladesh Land Port Authority
Ministry of Shipping
Accelerating Transport and Trade Connectivity in
Eastern South Asia (ACCESS) – Bangladesh Phase 1:
(BLPA Component) Project
Plot No. F-19/A, Sher-E-Bangla Nagar,
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Md. Ruhul Amin Miah
Project Director (Joint Secretary)

Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project
Bangladesh Land Port Authority
Plot No. F-19/A, Sher-E-Bangla Nagar,
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Signed
22-10-2024
(Md. Ruhul Amin Miah)
Project Director (Joint Secretary)
(Service ID-15346)
Land Port Building
F-19/A, Sher-E-Bangla Nagar, Agargaon,
Dhaka-1207, Bangladesh.
E-mail: pdaccessblpa@gmail.com

Standard Procurement Document

Table of Contents

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

Contents

Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice – Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Employer, as specified **in the BDS**, issues this Bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification, and number of lots (contracts) of this RFB are specified **in the BDS.**

1.2 Throughout this bidding document:

the term **"in writing"** means communicated in written form (e.g., by mail, e-mail, fax, including, if specified **in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;

if the context so requires, **"singular"** means **"plural'** and vice versa;

"Day" means calendar day, unless otherwise specified as a **"Business Day."** A **"Business Day"** is any day that is a working day of the Borrower. It excludes the Borrower's official public holidays;

"ES" means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

"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.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

"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;

"Contractor's Personnel" is as defined in Sub-Clause 1.1.17 of the General Conditions; and

"Employer's Personnel" is as defined in Sub-Clause 1.1.33 of the General Conditions.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 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 Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, 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 Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, which puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding 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 Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; 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 the BDS** ITB 2.1 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 Bidding document or specifications of the Contract, and/or the Bid evaluation process of such

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 Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder 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.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.

4.6 Bidders 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 (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V 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. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

4.11 This bidding is open only to prequalified Bidders unless specified **in the BDS**.

5. Eligible Materials, Equipment, and Services

5.1 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 the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Works Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions (GC)
- Section IX - Particular Conditions (PC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer or the Notice of Request for Bids (RFB) issued by the Employer to the prequalified Bidders are not part of the Bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information and documentation as is required by the Bidding document.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so specified **in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID."

11.2 The Technical Part shall contain the following:

(a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

(c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;

(d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(e) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications;

(f) Conformity: a technical proposal in accordance with ITB 16;

(g) Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration using the form included in Section IV, Bidding Forms; and

(h) any other document required **in the BDS**.

11.3 The Financial Part shall contain the following:

(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;

(b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;

(c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and

(d) any other document required **in the BDS**.

11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11.5 The Bidder shall furnish in the Letter of Bid-Technical Part the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.

11.6 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.7 The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letters of Bid and Schedules

12.1 The Letter of Bid- Technical Part, Letter of Bid- Financial Part and Schedules, including the Bill of Quantities, shall be prepared using the relevant form*s* furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must first price the Employer's design as described in the Bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid- Financial Part and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.

14.3 The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.

14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency (ies) of the Bid and the currency (ies) of payments shall be the same and shall be as specified **in the BDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Table of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work's requirements and the completion time.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid- Technical Part, included in Section IV, Bidding Forms.

17.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.3 If a margin of preference applies as specified in accordance with ITB 36.2, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 36.2.

17.4 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

Subcontractors

17.5 Unless otherwise stated **in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.

17.6 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

17.7 In case prequalification has not been carried, for the purpose of assessment of qualifications of the Bidder, subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works are designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as Specialized Subcontractors, in which case, the specific experience of the Specialized Subcontractors proposed by the Bidder, as specified in Section III-A, Qualification, may be considered in the assessment of the qualifications of the Bidder. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

17.8 In case prequalification has been carried out, subject to ITB 17.4, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

(a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;

(b) in the case of **adjustable price** contracts, no adjustment shall be made; or

(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding, or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight

(28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

19.4 If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security pursuant to ITB 49.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security, and if required **in the BDS**, the Environmental and Social (ES) Performance Security.

19.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49.

19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.6.

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and:

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49,

the Borrower may, if provided for **in the BDS,** declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated **in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.

20.2 Bidders shall mark as "CONFIDENTIAL" all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original BID." In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked "COPIES: TECHNICAL PART." Copies of the Financial Part shall be placed in a separate sealed envelope marked "COPIES: FINANCIAL PART." The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "BID COPIES." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID – ORIGINAL", the copies of the alternative Bid will be placed in separate sealed envelopes marked "ALTERNATIVE BID – COPIES OF TECHNICAL PART", and "ALTERNATIVE BID – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE BID - COPIES".

21.3 The envelopes marked "ORIGINAL BID" and "BID COPIES" (and, if appropriate, a third envelope marked "ALTERNATIVE BID") shall be enclosed in a separate sealed outer envelope for submission to the Employer.

21.4 All inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "SECOND ENVELOPE: Financial PART" shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.

25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the receipt of envelopes marked "SECOND ENVELOPE: FINANCIAL PART;"

(c) if applicable, any alternative Bid- Technical Part;

(d) the presence or absence of a Bid Security if one was required.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids- General Provisions

26. Confidentiality

26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 44.

26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.

29. Nonmaterial Nonconformities

29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

G. Evaluation of Technical Part of Bids

30. Determination of Responsiveness of Technical Part

30.1 Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that materially confirms to the requirements of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

30.2 Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that materially confirms to the of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 If the Technical Part is not substantially responsive to the requirements of the Bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31. Eligibility and Qualifications of the Bidder

31.1 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and either continue to meet (if prequalification applies) or meet (if prequalification has not been carried out), the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm.

31.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor

31.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.

32. Detailed Evaluation of Technical Part

32.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.

32.2 The scores to be given to technical factors and sub factors are specified **in the BDS**.

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and

(c) notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART."

33.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;

(b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and

(c) notify them of the date, time and location of the second public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART" as specified **in the BDS**.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the

Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.

33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.

33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts; and

(c) if applicable, any Alternative Bid – Financial Part.

33.8 The Bidders whose envelopes marked "SECOND ENVELOPE: FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Part of Bids

34. Adjustments for Non-material Nonconformities

34.1 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bidders, the Employer shall use its best estimate.

35. Correction of Arithmetic Errors

35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

36. Conversion to Single Currency and Margin of Preference

36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS**.

36.2 Unless otherwise stated **in the BDS**, a margin of preference Bidders[1] shall not apply

[1] An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract

37. Evaluation Process, Financial Parts

37.1 To evaluate the Financial Part, the Employer shall consider the following:

(a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork[2] items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 35;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.1;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34;

(f) and the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

37.2 If price adjustment is allowed in accordance with ITB 14.5**,** the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

37.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lotor slice shall not be considered for Bid evaluation**.

38. Abnormally Low Bids

38.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder's ability to perform the Contract for the offered Bid Price.

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more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

[2] Daywork is work carried out following instructions of the Engineer and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

38.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document.

38.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

39. Unbalanced or Front Loaded Bids

39.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.

39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

(a) accept the Bid; or

(b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or

(c) reject the Bid.

J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award

40. Evaluation of combined Technical and Financial Parts

40.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).

41. Most Advantageous Bid

41.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

42. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

42.1 The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

43. Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

44. Notification of Intention to Award

44.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the total combined score of the successful Bid;

(d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;

(e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(f) the expiry date of the Standstill Period; and

(g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Award of Contract

45. Award Criteria

45.1 Subject to ITB 42.1, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.

46. Notification of Award

46.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 43.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Employer;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form.

46.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

47. Debriefing by the Employer

47.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 44.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

47.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

47.3 Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.

48. Signing of Contract

48.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

48.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 39.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

50. Procurement Related Complaint

50.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. General	
ITB 1.1	The reference number of the Request for Bids (RFB) is: **BLPA-W7** The Employer is**: Bangladesh Land Port Authority represented by Project Director, "Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) - Bangladesh Phase 1: (BLPA Component)"** The name of the RFB is: **Development & Expansion of Burimari Land Port- Construction of Parking Yard, Sheds, Warehouses with other ancillary facilities** The number and identification of lots (contracts) comprising this RFB is: Single Lot.
ITB 1.2	**Electronic – Procurement System** Not applicable,
ITB 2.1	The Borrower is: Government of the People's Republic of Bangladesh. Loan or Financing Agreement amount: US$ 270,000,000.00 The name of the Project is: Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component)
ITB 4.1	Maximum number of members in the JV shall be: three (3)
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
ITB 4.11	This Bidding Process i**s not** subject to prequalification.
B. Contents of Bidding Document	
ITB 7.1	For Clarification of Bid purposes only, the Employer's address is: Attention: Project Director, ACCESS-BLPA Project Address: Land Port Building

	Plot No. F-19/A, Sher-E-Bangla Nagar, Agargaon, Dhaka-1207 Floor number: 3rd Floor City: Dhaka ZIP Code: 1207 Country: Bangladesh +88-02-41025302 Electronic mail address: pdaccessblpa@gmail.com Web page: www.blpa.gov.bd
ITB 7.4	A Pre-Bid meeting shall take place at the following date, time and place: Date: November 12, 2024____________________ Time: 11.00 A.M. __________________________ Place: Land Port Building ACCESS-BLPA Project Plot No. F-19/A, Sher-E-Bangla Nagar, Agargaon, Dhaka-1207, Bangladesh ___________ The pre-bid meeting will also be connected virtually through zoom live video conference, for which the electronic connection link will be sent by the Employer at least seven (7) calendar days before the meeting through email to all the prospective Bidders who purchased the Bid Document and who may choose to attend through video conference. A site visit conducted by the Employer shall not be organized. The Bidder may arrange site visit at his own cost if required.
ITB 7.6	Web page: The minute of pre-bid meeting will be published in the website (www.blpa.gov.bd), in addition to communicating to bidders by email.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English All correspondence exchange shall be in English Language for translation of supporting documents and printed literature is English
ITB 11.2 (h)	The Bidder shall submit the following additional documents in the Technical Part of its Bid: (a) **Code of Conduct for Contractor's Personnel (ES)**

	The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. (b) **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks** The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) as mentioned in the ES requirements under Section VII, minimum as following items • SEA prevention and response plan • Traffic management plan to ensure safety of local community
11.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: **None**
ITB 13.1	Alternative Bids **shall not be** considered.
ITB 13.2	Alternative times for completion **shall not be** permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: None
ITB 14.5	The prices quoted by the Bidder shall be: **subject to adjustment**
ITB 15.1	The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative A as described below: **Alternative A (Bidders to quote entirely in local currency):** (a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in Bangladesh Taka (BDT) and further referred to as "the local currency." A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies. (b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall

	be specified by the Bidder in the Appendix to Bid - Table C and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.
ITB 17.5	At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 17.6	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount. (b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
ITB 17.7	Not Applicable
ITB 18.1	The Bid shall be valid until: May 31, 2025
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): None
ITB 19.1	A Bid Security **shall be** required. A Bid-Securing Declaration **shall not be** required. The amount and currency of the Bid Security shall be BDT 57.00 million (BDT fifty-seven million) or USD 525,000.00 (USD five hundred twenty-five thousand) or equivalent in any freely convertible currency in favour of "Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project" The bid security shall be submitted in the form of bank guarantee as per format Section IV - Bidding Forms of the bidding documents, Form of Bid Security - Demand Guarantee. The validity of Bid Security shall cover the validity of bids (as ITB 18.1) plus minimum twenty-eight (28) days more beyond the validity date of the bids that is up to June 28, 2025.
ITB 19.3 (d)	Other types of acceptable securities: **Not Applicable**
ITB 19.9	**Not Applicable**
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to demonstrate the authority of the signatory to sign the bid The documents to provide Power of Attorney shall consist of: An organizational document, board resolution or its equivalent by which giving power of attorney specifying the authority of Bidder representative to sign the Bid on behalf of the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney shall be signed by all partners

	and specify the authority of the named representative of the joint venture to sign on behalf of the intended or existing joint venture. The written confirmation of authorization to sign on behalf of the bidder shall consist of a Notarized Power of Attorney to be included with the Letter of Bid.
D. Submission of Bids	
ITB 21.1	In addition to the original of the Bid, the number of copies is: Technical Proposal: Two (2) copies, one original and one copy of the Technical Proposal including a soft copy in PDF (copy paste enabled). Hard (original) copy shall prevail in case of discrepancy between hard (original) and soft copy. Financial Proposal: In addition to original one (l) hard copy and a soft copy in Excel format. Hard (original) copy shall prevail in case of discrepancy between hard (original) and soft copies. Both hard and soft copies shall be submitted in sealed envelope.
ITB 22.1	For **Bid submission purposes** only, the Employer's address is: Attention: The Project Director, ACCESS Project, BLPA Component. Street Address: Plot No. F-19/A, Shere-E-Bangla Nagar, Agargaon, Dhaka-1207 Floor number: Land Port Building, 3rd Floor. City: Dhaka ZIP/Postal Code: 1207 Country: Bangladesh The deadline for Bid submission is: Date: December 12, 2024. Time: 03.00 P.M. Bangladesh Standard Time (GMT + 6 Hours) Bidders **shall not** have the option of submitting their Bids electronically.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The Bid opening shall take place at: Street Address: Plot No. F-19/A, Shere-E-Bangla Nagar, Agargaon, Dhaka-1207 Floor number: Land Port Building, 3rd Floor. City: Dhaka

	ZIP/Postal Code: 1207 Country: Bangladesh Date: December 12, 2024. Time: 03.30 P.M. Bangladesh Standard Time (GMT + 6 Hours)
ITB 25.1	The electronic Bid opening procedures shall be: **Not Applicable**
ITB 25.6	The Letter of Bid – Technical Part and the sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" shall be initialed by the members of the Bid Opening Committee of the Employer conducting Bid opening.

G. Evaluation of Technical Part of Bids

ITB 32.2

The technical factors (sub-factors) and the corresponding weight in % are:

Sl.	Rated Criteria Factors	Weightage (in %)	Rated Criteria Sub-Factors and Weightage (in %)	Forms to be submitted
1	Method Statement and Work Plan	40	1a. Methodology and Work Sequence Plan- 10% 1b. Safety Measure Plan- 10% 1c. Quality Assurance and Control- 10% 1d. Resource Allocation Plan- 10%	Section IV - Bidding Forms, Form TP-2: Method Statement and Work Plan
2	Health and Safety Management Plan	15	2a. Compliance with Regulations and Standards – 5% 2b. Monitoring and Evaluation of Health and Safety – 5% 2c. Stakeholder Engagement and Communication – 2.5% 2d. Resource Allocation and Implementation Schedule – 2.5%	Section IV - Bidding Forms, Form TP-3: Health and Safety Manage-ment Plan
3	Quality Management Systems	20	3a. Scope and Objectives – 5% 3b. Quality Control Procedures – 5%	Section IV - Bidding Forms, Form TP-4:

				3c. Corrective and Preventive Actions – 5% 3d. Roles and Responsibilities – 5%	Quality Manage-ment System
	4	Team Composition, Qualifications & Experience of Contractor's Personnel	25	4a. Project Manager – 5% 4b. Qualifications and Experience of Key Personnel – 5% 4c. Team Composition and Roles – 5% 4d. Training and Competence Development – 5% 4e. Communication and Coordination – 5%	Section IV - Bidding Forms, Form TP-6: Team Composi-tion, Qualifica-tions & Experience of Contractor's Personnel

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

ITB 33.5	The Letter of Bid – Financial Part and Schedules shall be initialed by the members of the Bid Evaluation Committee (BEC) of the Employer conducting Bid opening. Each Financial Part of Bid shall be initialed by all members of the Bid Evaluation Committee (BEC) and shall be numbered, any modification to the unit or total price shall be initialed by the all members of Bid Evaluation Committee (BEC) of the Employer.

I. Evaluation of Financial Part of Bids

ITB 36.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: Bangladesh Taka. The source of exchange rate shall be: Bangladesh Bank The date for the exchange rate shall be: 28 days prior to the deadline for submission of the Bids. If the exchange rates are not available from the above source on the particular date then the rates available on the immediate previous date from the same source will be used. The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative A that follows:

	Alternative A: Bidders quote entirely in local currency For comparison of Bids, the Bid Price, corrected pursuant to ITB 35, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Bidder in accordance with ITB 15.1. In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.
ITB 36.2	A margin of domestic preference shall not apply.
ITB 37.1(f)	Additional requirements shall not apply.
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 40.1	The weight to be given for cost is: 80% The weight to given for Technical Part is: 20%
K. Award of Contract	
ITB 49.1 and 49.2	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security: One (1) percent of the total contract amount.
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention:** Md. Ruhul Amin Miah **Title/position**: Project Director (Joint Secretary) **Employer**: ACCESS Project- BLPA Component. **Email address**: pdaccessblpa@gmail.com In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Bidding Documents; **2.** the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and **3.** the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria *(Without Prequalification)*

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 36.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Evaluation of Bids

1. Qualification

1.1 Update of Information- N/A

The Bidder's qualification shall be assessed in accordance with the Qualification table included in this section.

1.2 Subcontractors

Only the Specialized Subcontractors as approved by the Employer will be considered. The bidder shall provide in Section IV-Bidding Forms the relevant details of all proposed subcontractors.

Maximum percentage of Subcontract shall not exceed 30% of accepted total Contract Amount including Specialist Sub-Contractor. However, the qualifications of subcontractors shall not be considered in the evaluation.

Bidders shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ES obligations and code of conduct for Contractor's Personnel.

1.3 Financial Resources

Using the relevant Form 3.1 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this Contract and its current Works commitment.

1.4 Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

For purpose of evaluation, the Key Personnel listed in the table below will be evaluated. All key personnel proposed by the Proposer are required to meet the academic qualification and minimum experience requirements specified for each position below. If any of the key personnel proposed by the Proposer is determined by the Employer not meeting the specified requirements, the Employer reserves the right to require the Proposer to replace such key personnel with fully qualified and experienced key personnel prior to contract award, if awarded to the Proposer. Minimum educational and experience requirements for Contractor's Representative and Key Personnel:

Contractor's Representative and Key Personnel

No.	Position	Relevant academic qualifications	Minimum years of relevant work experience
1	Project Manager- 1 no.	Minimum Bachelor's degree in Civil Engineering.	10 years of experience as Project Manager or Resident Engineer on civil engineering projects of a similar type.
2	Quality Control Engineer - 1 no	Minimum Bachelor's degree in Civil Engineering.	10 years of experience as quality control Engineer in civil engineering projects of a similar type.
3	Electrical Engineer- 1 no.	Minimum Bachelor's degree in Electrical Engineering.	8 years of experience in Electrical design and supervision in large engineering projects.
4	Quantity Surveyor- 1 no	Minimum Diploma in Civil Engineering	8 years of experience as Quantity Surveyor in large civil engineering projects.
5	Environmental Expert	Minimum Bachelor's degree in Civil Engineering or Master's in environmental science	5 years of experience in EMAP preparation/ implementation in civil works contracts
6	Health and Safety Manager	Minimum Bachelor degree in environment science	5 years of experience in preparing/ executing health and safety plans in civil works contracts
7	Social Expert	Master's degree in Social Sciences	5 years of experience in social impact management including monitoring and responding to risks related to labour influx and GBV, as well as experience with grievance redress mechanisms
8	Site Supervisor- 3 no	Minimum Diploma in Civil Engineering	5 years of experience in supervising large construction project

1.5 Equipment

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

Item No.	Equipment Type and Characteristics	Minimum Number required
1	Concrete Mixing Plant- (60 cum per hour capacity) with minimum 02 Nos Transit Mixer 01 Set Trucks and 01 No Concrete Pump 2 Concrete Mixer Machine (10cum per hour capacity)	1 No

Item No.	Equipment Type and Characteristics	Minimum Number required
2	Concrete Mixer Machine (10cum per hour capacity) with hopper.	2 set
3	Excavator (0.50 to 1 cum bucket capacity)	2 Nos
4	Wheel/Pay Loader	3 Nos
5	Vibratory Roller (10 MT capacity)	4 Nos
6	Soil Compactor (10 MT capacity)	2 Nos
7	Vibrators of varying nozzle diameter, both diesel and electric operated	10 Nos
8	Diesel Generator (Minimum 50 KVA)	3 Nos
9	Dump Truck – minimum 10 MT capacity	8 Nos
10	Bulldozer	2 Nos
11	Motor Grader (Large)	1 No
12	Required Testing Equipment (for concrete, brick, sand, cement, steel etc.) and Survey equipment (Level Machine, Total Station etc.)	1 set

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV, Bidding Forms.

2. Evaluation of Technical Proposal

The technical factors (sub-factors) and the corresponding weight in % are:

Sl. #	Rated Criteria Factors	Weightage (in %)	Rated Criteria Sub-Factors and Weightage (in %)
1	Method Statement and Work Plan	40	1a. Methodology and Work Sequence Plan- 10% 1b. Safety Measure Plan- 10% 1c. Quality Assurance and Control- 10% 1d. Resource Allocation Plan- 10%
2	Health and Safety Management Plan	15	2a. Compliance with Regulations and Standards – 5% 2b. Monitoring and Evaluation of Health and Safety – 5% 2c. Stakeholder Engagement and Communication – 2.5% 2d. Resource Allocation and Implementation Schedule – 2.5
3	Quality Management Systems	20	3a. Scope and Objectives – 5% 3b. Quality Control Procedures – 5% 3c. Corrective and Preventive Actions – 5% 3d. Roles and Responsibilities – 5%

Sl. #	Rated Criteria Factors	Weightage (in %)	Rated Criteria Sub-Factors and Weightage (in %)
4	Team Composition, Qualifications & Experience of Contractor's Personnel	25	4a. Project Manager – 5% 4b. Qualifications and Experience of Key Personnel – 5% 4c. Team Composition and Roles – 5% 4d. Training and Competence Development – 5% 4e. Communication and Coordination – 5%

Technical Proposal Scoring Methodology

Score (of the total score for the factor/ subfactor as applicable	Description	Remarks
0	Required feature is absent; no relevant information to demonstrate how the requirement is met	
1	Required feature present with deficiencies such as insufficient or information that lacks clarity	
2	Sufficient information to demonstrate how the requirement will be met	
3	Sufficient information to demonstrate that the requirement will be marginally exceeded	
4	Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub-factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^{k} t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub- factor "i" in factor "j",

w_{ji} = the weight of sub- factor "i" in factor "j",

k = the number of scored sub-factors in factor "j", and

$$\sum_{i=1}^{k} w_{ji} = 1$$

The Factor Technical Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^{n} S_j * W_j$$

where:

S_j = the Factor Technical Score of factor "j",

W_j = the weight of factor "j" as specified **in the BDS,**

n = the number of Factors, and

$$\sum_{j=1}^{n} W_j = 1$$

Alternative Technical Solutions for specified parts of the Works

If permitted under ITB 13.4, will be evaluated as follows:

3. Financial Evaluation

Margin of Preference- Not Applicable

Criteria for Financial Evaluation

In addition to the criteria listed in ITB 37.1 (a) – (e) the following criteria shall apply: Not Applicable.

Time Schedule - Not Applicable.

Life Cycle Costs - Not Applicable.

Sustanable Procurement- Not Applicable.

4. Combined Evaluation

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Bid:

$$B \equiv \frac{Clow}{C} * X * 100 + \frac{T}{Thigh} * (1 - X) * 100$$

Where:

C	= Evaluated Bid Cost
C_{low}	= the lowest of all Evaluated Bid Costs among responsive Bids
T	= the total Technical Score awarded to the Bid
T_{high}	= the Technical Score achieved by the Bid that was scored best among all responsive Bids
X	= weight for Cost as specified **in the BDS**

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

5. Multiple Contracts – Not Applicable

A. Qualification

<table>
<tr><th colspan="3">Eligibility and Qualification Criteria</th><th colspan="4">Compliance Requirements</th><th>Documentation</th></tr>
<tr><th rowspan="2">No.</th><th rowspan="2">Subject</th><th rowspan="2">Requirement</th><th rowspan="2">Single Entity</th><th colspan="3">Joint Venture (existing or intended)</th><th rowspan="2">Submission Requirements</th></tr>
<tr><th>All Members Combined</th><th>Each Member</th><th>One Member</th></tr>
<tr><td colspan="8">1. Eligibility</td></tr>
<tr><td>1.1</td><td>Nationality</td><td>Nationality in accordance with ITB 4.4</td><td>Must meet requirement</td><td>Must meet requirement</td><td>Must meet requirement</td><td>N/A</td><td>Forms ELI – 1.1 and 1.2, with attachments</td></tr>
<tr><td>1.2</td><td>Conflict of Interest</td><td>No conflicts of interest in accordance with ITB 4.2</td><td>Must meet requirement</td><td>Must meet requirement</td><td>Must meet requirement</td><td>N/A</td><td>Letter of Bid</td></tr>
<tr><td>1.3</td><td>Bank Eligibility</td><td>Not having been declared ineligible by the Bank, as described in ITB 4.5.</td><td>Must meet requirement</td><td>Must meet requirement</td><td>Must meet requirement</td><td>N/A</td><td>Letter of Bid</td></tr>
<tr><td>1.4</td><td>State- owned Enterprise or Institution of the Borrower country</td><td>Meets conditions of ITB 4.6</td><td>Must meet requirement</td><td>Must meet requirement</td><td>Must meet requirement</td><td>N/A</td><td>Forms ELI – 1.1 and 1.2, with attachments</td></tr>
<tr><td>1.5</td><td>United Nations resolution or Borrower's country law</td><td>Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.</td><td>Must meet requirement</td><td>Must meet requirement</td><td>Must meet requirement</td><td>N/A</td><td>Forms ELI – 1.1 and 1.2, with attachments</td></tr>
</table>

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Members Combined	**Each Member**	**One Member**	
2. Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract[1] did not occur as a result of contractor default since 1st January 2014	Must meet requirement	Must meet requirements	Must meet requirement[2]	N/A	Form CON-2
2.2	**Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer**	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	**Pending Litigation**	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	**Litigation History**	No consistent history of court/arbitral award decisions against the Bidder[3] since 1st January 2014	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

[1] Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

[2] This requirement also applies to contracts executed by the Bidder as JV member.

[3] The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.5	**Declaration: Environmental and Social (ES) past performance**	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years.[4]	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	**Bank's SEA and/or SH Disqualification**	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

[4] The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.					
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD 4.00 million (USD four million) for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Members Combined	**Each Member**	**One Member**	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 years (2019, 2020, 2021, 2022, 2023) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of USD 28.00 million (USD twenty-eight million), calculated as total certified payments received for contracts in progress and/or completed best three years within the last 10 years divided by 3 (three).	Must meet requirement	Must meet requirement	Must meet 25%, (twenty five percent) of the requirement	Must meet 40%, (forty five percent) of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	**General Construction Experience**	Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		contractor for at least the last 10 years, starting 1st January 2014					
4.2 (a)	**Specific Construction & Contract Management Experience**	(i) A minimum number of one (1) similar contracts specified below that have been satisfactorily and substantially[5] completed as a prime contractor, joint venture member[6], management contractor or Subcontractor between 1st January 2014 and bid submission deadline: (i) One (1) contract of minimum value USD 23.00 million (USD twenty-three million); The similarity of the contracts shall be based on the following: large building construction, large yard construction or any construction of similar nature and complexity.	Must meet requirement	Must meet requirement[7]	N/A	N/A	Form EXP 4.2(a)

[5] Substantial completion shall be based on 80% or more works completed under the contract.

[6] For contracts under which the Bidder participated as a joint venture member or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement

[7] In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Members Combined	**Each Member**	**One Member**	
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2014 and Application submission deadline, a minimum construction experience in the following key activities successfully completed[8] in any one year: (i) RCC Rigid Pavement Work: minimum 3600 (three thousand and six hundred) cubic meter. (ii) RCC Piling Work: 2000 (two thousand) running meter. (iii) Steel Structure Work: 153000 (one hundred fifty three thousand) Kg.	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b)
4.2 (c)	**Specific Experience in managing ES aspects**	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2014 and Application submission deadline, experience in managing the ES risks and impacts	Must meet requirements	Must meet requirement	N/A	N/A	Form EXP – 4.2 (c)

[8] Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Members Combined	**Each Member**	**One Member**	
		in the following aspects: Implementation of environmental and social management plan during construction phase					

Section IV - Bidding Forms

Table of Forms

Letter of Bid- Technical Part

> *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*
>
> *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*
>
> Note*: All italicized text is to help Bidders in preparing this form.*

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]

Request for Bid No.: [*insert identification*]

Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: **[*insert complete name of Employer*]**

We, the undersigned, hereby submit our Bid, in two parts, namely:

(a) the Technical Part, and

(b) the Financial Part

In submitting our Bid, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;

(d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (v) below and delete the others*].

We *[where JV, insert:* "including any of our JV members"*]*, and any of our subcontractors:

(i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(iv) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

(v) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

(e) **Conformity**: We offer to execute in conformity with the bidding document the following Works: [*insert a brief description of the Works*]__________________________________ ____;

(f) **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security [*and an Environmental and Social (ES) Performance Security,* ***Delete if not applicable***] in accordance with the bidding document;

(h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(i) **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;

(j) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

(k) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(m) **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;

(n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1. ……......	
2. ………..	
3. ………	

Name of the Bidder: *[*insert complete name of the Bidder*]

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

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

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]

*****: 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 to be attached with the Bid

Appendix to Technical Part of Bid

Technical Proposal

- Form TP-1: Site Organization
- Form TP-2: Method Statement and Work Plan
- Form TP-3: Health and Safety Management Plan
- Form TP-4: Quality Management System
- Form TP-5: Mobilization Schedule
- Form TP-6: Team Composition, Qualifications & Experience of Contractor's Personnel
- Form TP-7: ES Management Strategies and Implementation Plans (ES-MSIP)
- Form TP-8: Code of Conduct for Contractor's Personnel (ES) Form
- Form EQU: Contractor's Equipment
- Form- Subcontractors
- Form PER -1: Contractor's Representative and Key Personnel Schedule
- Form PER-2: Resume and Declaration Contractor's Representative and Key Personnel

Form TP-1: Site Organization

The Bidders shall submit a Site Organization information that includes:

- Deployment of personnel and equipment complimenting each other,
- Involvement of organizational expertise of the Contractor’s Headquarter personnel,
- Record keeping of weather, material, workers, equipment, work progress, laboratory works
- Staff hierarchy, dependency and line of command
- Communication with the Engineer and the Employer
- Mode of communication within the site and beyond etc.

Form TP-2: Method Statement and Work Plan

The bidder will describe the detail method statement and work plan with the following sub-headings

a. Methodology and Work Sequence Plan:

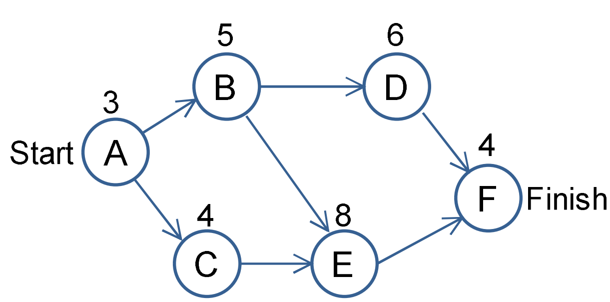
The methodology and work sequence plan of the construction work includes at least the following information.

- Describe the methodology for managing the project activities.
- Describe a project work sequence using tools like critical path methods (CPM) or any similar visual tools. The example of Critical Path Method is shown as below
- Describe the techniques, procedures, and materials used during the construction process of different component of the project (foundation work, structural work, mechanical, electrical and plumbing work, pavement, finishing work.)
- Describe traffic management, environment and social safeguard in construction
- Storage procedure of materials.
- Communication strategy and process

For the reference of the bidder, a simple example of brief sequence of the critical path is shown as below: The bidder will submit the real scenario of the project with more detail technical elaboration as required.

An arbitrary construction project has seven activities as below:

Activity	Predecessor Activity	Duration (Days)
A	-	3
B	A	5
C	A	4
D	B	6
E	B, C	8
F	D, E	4



Paths of start to completion:

A-B-D-F → 18 days
A-B-E-F → 20 days
A-C-E-F → 19 days
So, the duration of the project is 20 days and critical path is through the activities A-B-E-F.

For large project with huge numbers of activities, the bidder may require to calculate Earliest Start Time, Latest Start Time, Earliest Finished Time, Latest Finished Time and Slack Time to calculate the Critical Path of the whole project

b. Safety Measure Plan

The safety management plan will include at least the following information:

- Plan to ensure health and safety for all workers and stakeholders involved in construction.
- Identify health and safety risk and mitigation measures.
- Health and safety evaluation, monitoring and reporting process.
- Process of safety training, meeting and communication.
- Maintain and update safety log book.

c. Quality Assurance and Control

The quality assurance and control plan will include at least the followings:

- Describe a Quality Assurance and Control Plan with detail processes aligned with drawing and specification.
- Describe quality standards based on industry regulations, client requirements, and project specifications.
- Describe quality risk and mitigation process.
- Describe a process of training to project personnel on quality standards, procedures, and best practices.
- Describe quality control monitoring system
- Describe strategy and process of quality documentation.

d. Resource Allocation Plan

The Resource Allocation Plan will include at least the followings:

- Describe the detail resource required (materials, labours both skill and unskilled, equipment, finance) in terms of quality and quantity and availability to implement the project.
- Describe the task wise resource allocation for effective and efficient execution of works.
- Describe a project timeline with key milestones. Use Gantt charts or similar tools to visualize resource allocation over time.
- Describe tools to monitor the resource utilization against plan
- Describe potential risks that could impact resource allocation, such as supply chain disruptions, labor shortages, or unforeseen site conditions.

Form TP-3: Health and Safety Management Plan

The bidder will describe the detail Health and Safety Management Plan with the following sub-headings

a. Compliance with Regulations and Standards

The Compliance with Regulations and Standards will include at least the followings:

- Describe the compliance with regulation and standard of health and safety in civil construction for this project.
- Describe the process of awareness building to the stakeholder on Regulations and Standards of health and safety of the worker.
- Describe monitoring tools to ensure compliance with regulation of health and safety.

b. Monitoring and Evaluation of Health and Safety

The Monitoring and Evaluation of Health and Safety will include at least the followings:

- Describe key performance indicators (KPIs) for health and safety, such as incident rates, near misses, and compliance audits
- Describe monitoring and evaluation tools for health and safety.
- Describe training program outline to educate workers about safety procedures and emergency protocols
- Describe reporting tools of Health and Safety.

c. Stakeholder Engagement and Communication

The Stakeholder Engagement and Communication of Health and Safety will include at least the followings:

- Identify stakeholders of the project and categories them in terms of power and importance
- Describe stakeholder engagement and communication plan
- Describe stakeholder engagement and communication monitoring and reporting plan.

d. Resource Allocation and Implementation Schedule

Resource Allocation and Implementation Schedule will include at least the followings:

- Describe resource allocation (manpower, materials, equipment and finance) plan with link to implantation schedule. Show implementation schedule in Gantt Chart or similar visual tools.
- Identify potential risks that could affect the schedule, such as weather delays, labor shortages, or supply chain disruptions.
- Develop contingency plans to address these risks and minimize their impact on the project timeline

Form TP-4: Quality Management System

The bidder will describe the detail Quality Management Systems with the following sub-headings

a. Scope and Objectives

Scope and Objectives will include at least the followings:

- Describe the scope and objectives of quality management systems aligned with the drawing and specification of the works and client's requirement.
- Describe limitations and risk of quality management system and strategy to overcome that.

b. Quality Control Procedures

Quality Control Procedures will include at least the followings:

- Describe quality control plan addressing all related issues to ensure quality.
- Describe quality control procedure that include equipment, experts and their specific role.
- Describe the quality control tests to be done during the construction period.
- Describe reporting and record maintain on quality control

c. Corrective and Preventive Actions

Corrective and Preventive Actions will include at least the followings:

- Develop corrective and preventive action plan in quality management system
- Develop monitoring tools of corrective and preventive action.
- Develop record-maintain and reporting procedure.
- Develop training procedure to minimize non-conformities or avoid defects in construction.

d. Roles and Responsibilities

Roles and Responsibilities will include at least the followings:

- Describe clear roles and responsibilities of Project Manager, Quality Control Engineer, Site Supervisor, Lap Technician and other experts involved in quality management system

Form TP-5: Mobilization Schedule

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which as 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 Bidder shall submit a Mobilization Schedule that will show among others:

- Timing of arrival of key and other equipment for construction,
- Timing of arrival of key and other personnel for construction,
- Establishment of equipment yard, and workshop,
- Establishment of labor camp(s),
- Establishment of material testing laboratory,
- Establishment of storage facility for material and fuel,
- Start and completion of demobilization activities.

Form TP-6: Team Composition, Qualifications & Experience of Contractor's Personnel

The bidder will describe the detail Team Composition, Qualifications & Experience of Contractor's Personnel with the following sub-headings

a. Project Manager's details

Provide detail CV of the Project Manager that will include academic qualification, general experience, experience in similar nature and complexity, general and specific training, adequacy to perform the responsibilities.

b. Qualifications and Experience of other Key Personnel

Provide detail CV of the Other Key Personnel that will include academic qualification, general experience, experience in similar nature and complexity, general and specific training, adequacy to perform the responsibilities.

c. Team Composition and Roles

Describe team composition that will cover well-balance skills of managerial and technical level required to implement the activities. Describe team management and coordination strategy and techniques and their specific roles and responsibilities. Describe retention and substitution strategy and plan of team members.

d. Training and Competence Development

Describe training and competence development strategy and plan. Content of training and competence development. Describe training procedure, resource persons, materials and logistics. Describe monitoring and evaluation process of training impacts.

e. Communication and Coordination

- Describe communication plan.
- Describe communication strategy and method that are specific with different stakeholder.
- Describe documentation and reporting process of communication and coordination in construction work

Form TP-7: ES Management Strategies and Implementation Plans (ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.2 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Form TP-8: Code of Conduct for Contractor's Personnel (ES) Form

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel"** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;

c. using appropriate measures relating to chemical, physical and biological substances and agents; and

d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means 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;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: ____

Date: (day month year): ____

Countersignature of authorized representative of the Contractor:

Signature: ____

Date: (day month year): ____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g., cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Form EQU: Contractor's Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<table>
<tr><td colspan="3">Item of equipment</td></tr>
<tr><td rowspan="2">Equipment information</td><td>Name of manufacturer</td><td>Model and power rating</td></tr>
<tr><td>Capacity</td><td>Year of manufacture</td></tr>
<tr><td rowspan="2">Current status</td><td colspan="2">Current location</td></tr>
<tr><td colspan="2">Details of current commitments</td></tr>
<tr><td>Source</td><td colspan="2">Indicate source of the equipment
☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured</td></tr>
</table>

Omit the following information for equipment owned by the Bidder.

<table>
<tr><td rowspan="4">Owner</td><td colspan="2">Name of owner</td></tr>
<tr><td colspan="2">Address of owner</td></tr>
<tr><td>Telephone</td><td>Contact name and title</td></tr>
<tr><td>Fax</td><td>Telex</td></tr>
<tr><td>Agreements</td><td colspan="2">Details of rental / lease / manufacture agreements specific to the project</td></tr>
<tr><td></td><td colspan="2"></td></tr>
<tr><td></td><td colspan="2"></td></tr>
</table>

Form- Subcontractors

[Note to Bidder: As applicable, select either Option 1 if prequalification process has not been carried out or Option 2: if prequalification process has been carried out, and delete the option that is not applicable]

Option 1- Without Prequalification

(a) Specialized Subcontractors

The following Specialized Subcontractors are proposed for parts of the Works permitted by the Employer in accordance with BDS ITB 17.7 [state "Not Applicable," if not permitted]

No.	*Part of the Works to be subcontracted*	*Specialized Subcontractor's name and address*	*Nationality*	*Specific Experience*

The following [add: "other," if Specialized Subcontractors are included above. Bidders are free to propose more than one subcontractor for each part of the Works.] Subcontractors are proposed.

No.	*Part of the Works to be subcontracted*	*Subcontractor's name and address*	*Nationality*	*Specific Experience*

Form PER -1: Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position: Project Manager/** Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
2.	**Title of position: [Quality Control Engineer]**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
3.	**Title of position: [Quantity Surveyor]**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
4.	**Title of position: [Environmental Expert]**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]

5.	**Title of position: Health and Safety Manager** *[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
6.	**Title of position: [*Social Expert]*** *[Include as required]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]

Note: Add rows and information in the above table as required to provide information of the key personnel.

Form PER-2: Resume and Declaration Contractor's Representative and Key Personnel

Name of Bidder

Position [#*1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
Details		
	Address of employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

1. be taken into consideration during Bid evaluation;
2. result in my disqualification from participating in the Bid
3. result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: ____

Date: (day month year): ____

Countersignature of authorized representative of the Bidder:

Signature: ____

Date: (day month year): ____

Bidder's Qualification without prequalification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI -1.1: Bidder Information Form

Date: _________________
RFB No. and title: __________________
Page __________of _______________pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____________________________________ Address: ____________________________________ Telephone/Fax numbers: _______________________ E-mail address: _______________________________
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI -1.2: Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _______________
RFB No. and title: __________________
Page _______________ of ____________ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: ____________________________________ Address: __________________________________ Telephone/Fax numbers: _____________________ E-mail address: ____________________________
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: ________________
Date: ______________________
JV Member's Name__________________________
RFB No. and title: ___________________________
Page _______________of ______________pages

<table>
<tr><td colspan="4">Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria</td></tr>
<tr><td colspan="4">☐ Contract non-performance did not occur since 1st January [insert year] ☐ Contract(s) not performed since 1st January [insert year]</td></tr>
<tr><th>Year</th><th>Non-performed portion of contract</th><th>Contract Identification</th><th>Total Contract Amount (current value, currency, exchange rate and US$ equivalent)</th></tr>
<tr><td>[insert year]</td><td>[insert amount and percentage]</td><td>Contract Identification: [indicate complete contract name/ number, and any other identification]
Name of Employer: [insert full name]
Address of Employer: [insert street/city/country]
Reason(s) for nonperformance: [indicate main reason(s)]</td><td>[insert amount]</td></tr>
<tr><td colspan="4">Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria</td></tr>
<tr><td colspan="4">☐ No pending litigation
☐ Pending litigation</td></tr>
</table>

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
		Contract Identification: _________ Name of Employer: ____________ Address of Employer: __________ Matter in dispute: ______________ Party who initiated the dispute: ____ Status of dispute: ___________	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History ☐ Litigation History			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Form CON – 3: Environmental and Social Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

<table>
<tr><td colspan="4">Environmental and Social Performance Declaration
in accordance with Section III, Qualification Criteria, and Requirements</td></tr>
<tr><td colspan="4">☐ No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.
☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:</td></tr>
<tr><td>Year</td><td>Suspended or terminated portion of contract</td><td>Contract Identification</td><td>Total Contract Amount (current value, currency, exchange rate and US$ equivalent)</td></tr>
<tr><td>[insert year]</td><td>[insert amount and percentage]</td><td>Contract Identification: [indicate complete contract name/ number, and any other identification]
Name of Employer: [insert full name]
Address of Employer: [insert street/city/country]
Reason(s) for suspension or termination: [indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]</td><td>[insert amount]</td></tr>
<tr><td>[insert year]</td><td>[insert amount and percentage]</td><td>Contract Identification: [indicate complete contract name/ number, and any other identification]
Name of Employer: [insert full name]
Address of Employer: [insert street/city/country]
Reason(s) for suspension or termination: [indicate main reason(s)]</td><td>[insert amount]</td></tr>
<tr><td>…</td><td>…</td><td>[list all applicable contracts]</td><td>…</td></tr>
</table>

Performance Security called by an employer(s) for reasons related to ES performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g., for gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*

Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration **in accordance with Section III, Qualification Criteria, and Requirements**
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ☐ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations. ☐ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _______________ To: ________________
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above)** Name of Employer: ____ Name of Project: _____________________________________ Contract description: ____ Brief summary of evidence provided: ____

____   Contact Information: (Tel, email, name of contact person): _________________________   ____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate]*.

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _______________
Date: _____________________
JV Member's Name_________________________
RFB No. and title: ________________________
Page ______________of _____________pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _________*years*, _______________ (amount in currency, currency, exchange rate*, USD equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 36.1 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US$ equivalent)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for ___________years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the ___________years required above; and complying with the requirements

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

Form FIN – 3.2: Average Annual Construction Turnover

Bidder's Name: _______________
Date: _____________________
JV Member's Name________________________
RFB No. and title: ________________________
Page _______________of ______________pages

	Annual turnover data (construction only)		
Year	**Amount Currency**	**Exchange rate**	**USD equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN – 3.3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	**Source of financing**	**Amount (US$ equivalent)**
1		
2		
3		

Form FIN – 3.4: Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	**Name of Contract**	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current US$ Equivalent]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [US$/month)]**
1					
2					
3					
4					
5					

Form EXP - 4.1: General Construction Experience

Bidder's Name: ________________
Date: ______________________
JV Member's Name_________________________
RFB No. and title: ___________________________
Page _______________of ______________pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____________________ Brief Description of the Works performed by the Bidder: ______________________________ Amount of contract: ____________________ Name of Employer: _____________________ Address: ______________________________	
		Contract name: __________________________ Brief Description of the Works performed by the Bidder: ______________________________ Amount of contract: ____________________ Name of Employer: ____________________ Address: __________________________	
		Contract name: _________________________ Brief Description of the Works performed by the Bidder: ___________________________ Amount of contract: ____________________ Name of Employer: ____________________ Address: __________________________	

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: ________________
Date: ______________________
JV Member's Name_________________________
RFB No. and title: ___________________________
Page _______________of ______________pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US$	
If member in a JV or Subcontractor, specify participation in total Contract amount				
Employer's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.): Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: ________________
Date: ____________________
Bidder's JV Member Name: __________________
Subcontractor's Name[2] (as per ITB 17): ________________
RFB No. and title: ______________________

Page __________________of ________________pages

All Subcontractors for key activities must complete the information in this form as per ITB 17 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: ________________________

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

---

[2] If applicable

	Information
Address: Telephone/fax number E-mail:	

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two
3. …………………

Form EXP - 4.2(c): Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: ________________
Date: ____________________
Bidder's JV Member Name: __________________
RFB No. and title: ______________________
Page __________________of ________________pages

1. Key Requirement no 1 in accordance with 4.2 (c): ______________________

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): ______________________
3. Key Requirement no 3 in accordance with 4.2 (c): ______________________
4. …

Form of Bid Security - Demand Guarantee

Beneficiary: ___________________________

Request for Bids No: ____

Date: ___________________________

BID GUARANTEE No.: ___________________________

Guarantor: ____

We have been informed that ___________________________ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of ________________ under Request for Bids No. ___________ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

____

[signature(s)]

Form of Bid-Securing Declaration- Not Applicable

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 specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

(b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (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 and Social (ES) Performance Security, in accordance with the ITB 49.

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 expiry date of the Bid validity.

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.]

Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

Date: _______________ RFB No.: _____________________

Alternative No.: ________________

Contract Title: ________________________________

To:

We, the undersigned, declare that:

We understand that Bids must be supported by a SEA and/or SH Declaration.

We accept that, if awarded the Contract, we, including our Subcontractors, are required to comply with the SEA/SH Prevention and Response Obligations under the Contract, and we further accept that the Bank may disqualify us from being awarded a Bank-financed contract for a period of two years, if it is determined by Dispute Avoidance/Adjudication Board (DAAB) decision that we:

(a) have failed to correct non-compliance with identified SAE/SH Prevention and Response Obligation; and/or

(b) were non-compliant with such obligations at the time of an alleged incident,

And, in the event of recourse to the Emergency Arbitration provisions under the International Chamber of Commerce Arbitration Rules, an order to reverse the DAAB Decision is not issued by the Emergency Arbitrator under the Rules.

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 SEA and/or SH Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Letter of Bid - Financial Part

> *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*
>
> *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*
>
> *Note: All italicized text is to help Bidders in preparing this form.*

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: **[*insert complete name of Employer*]**

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Bid- Technical Part.

In submitting our Bid, we make the following additional declarations:

(a) **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(b) **Total Price**: The total price of our Bid, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

[Option 1, in case of one lot:] Total price is: [*insert the total price of the Bid 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) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(d) **Commissions,** gratuities **and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

Name of the Bidder:*[*insert complete name of the Bidder*]

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

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

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*]

*: In the case of the Bid submitted by a 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. The power of attorney shall be attached with the Bid Schedules

Appendix to Financial Part

Schedule of Cost Indexation

The Price will be subject to Price Adjustment

Table of Adjustment Data

Price Adjustment will be applicable only for the specific inputs of civil works provided in the table below. This adjustment will be applicable after eighteen months from contract signing date

Table A. Local Currency

Index code	Index description	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
1	Nonadjustable	N/A	N/A		a: 30%
2	Labor	BBS			b : _____
3	Cement	BBS			c : _____
4	Rebar	BBS			d : ___
5	Stone	BBS			e : ___
6	Brick	BBS			f: _____
			Total		**1.00**

The formulae for price adjustment shall be:

Pn= a + b Labor_n/Labor_o + c Cement_n/ Cement_o + d Rebar_n/ Rebar_o + e Stone_n/ Stone_o + f Brick_n/ Brick_o

where:

"Pn" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

Fixed part (non-adjustable), a = 0.30 (Fixed)
- Labor part, b = 0.05-0.13 (Bidder's to propose weighting within the range).
- Cement part, c = 0.15-0.22 (Bidder's to propose weighting within the range).
- Rebar part, d = 0.15-0.22 (Bidder's to propose weighting within the range).
- Stone part, e = 0.05-0.13 (Bidder's to propose weighting within the range).
- Brick part, e = 0.05-0.13 (Bidder's to propose weighting within the range).

*For Local Currency, both Base Cost Indices and Current Cost Indices of Labor, Cement, Rebar, Stone and Brick will be taken from Bangladesh Bureau of Statistics (www.bbs.gov.bd).

Base and Current Indices: The base cost indices or prices shall be those prevailing on the day 28 days prior to the closing date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Certificate is related. If at any time the current indices are not available, the latest available current indices will be used subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

Adjustment after completion: If the Contractor fails to complete the Works within the Time completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of Works, or (ii) the current index or price, whichever is more favorable to the Employer.

Table B. Foreign Currency (FC)

Price Adjustment will be applicable only for the specific inputs of civil works provided in the table below. This adjustment will be applicable after eighteen months from contract signing date.

Index code	Index description	Source of index*	Base value and date*	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
1	Nonadjustable	N/A	N/A			a: 30%
2	Labor	BBS				b : _____
3	Cement	BBS				c :_____
4	Rebar	BBS				d : ___
5	Stone	BBS				e : ___
6	Brick	BBS				f: ____
				Total		**1.00**

The formulae for price adjustment shall be:

Pn= a + b Labor_n/Labor_o + c Cement_n/ Cement_o + d Rebar_n/ Rebar_o + e Stone_n/ Stone_o + f Brick_n/ Brick_o

where:

"Pn" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

Fixed part (non-adjustable),	a = 0.30	(Fixed)
Labor part,	b = 0.05-0.13	(Bidder's to propose weighting within the range).
Cement part,	c = 0.15-0.22	(Bidder's to propose weighting within the range).
Rebar part,	d = 0.15-0.22	(Bidder's to propose weighting within the range).
Stone part,	e = 0.05-0.13	(Bidder's to propose weighting within the range).
Brick part,	e = 0.05-0.13	(Bidder's to propose weighting within the range).

* For Foreign Currency, both Base Cost Indices and Current Cost Indices of Labor, Cement, Rebar, Stone and Brick are proposed by the Employer to be taken from Bangladesh Bureau of Statistics (www.bbs.gov.bd). However, if bidder proposes the above inputs to be provided from outside Bangladesh and paid in Foreign currency, which will have to be justified, the bidder may propose its own foriegn Source of Index.

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, exchange rate of that particular date published in the website of Bangladesh Bank (www.bb.org.bd) will be used.

Base and Current Indices: The base cost indices or prices shall be those prevailing on the day 28 days prior to the closing date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Certificate is related. If at any time the current indices are not available, the latest available current indices will be used subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

Adjustment after completion: If the Contractor fails to complete the Works within the Time completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of Works, or (ii) the current index or price, whichever is more favorable to the Employer.

Table C. Summary of Payment Currencies

Table: Alternative A

For ……………………… [insert name of Section of the Works]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent C = A x B	D Percentage of Total Bid Price (TBP) 100xC / TBP
Local currency ________		**1.00**		
Foreign currency #1 ________				
Foreign currency #2 ________				
Foreign currency # ________				
Total Bid Price				**100.00**
Provisional sums expressed in local currency	50,000,000.00		50,000,000.00	
TOTAL BID PRICE (including provisional sum)				

Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which no instruction will be required from the Engineer.
8. The method of measurements of completed works for payment shall be based on metric system unless otherwise unavoidable.
9. Daywork Schedule comprises of: (i) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis; (ii) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Bill of Quantities

Attached Separately in Volume-III

Grand Summary

Contract Name:

Contract No.:

General Summary	*Page*	*Amount*
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
—etc.— *Subtotal of Bills*	*(A)*	
*Total for Daywork (Provisional Sum) **	*(B)*	
Specified Provisional Sums not included in subtotal of bills [ii]	*(C)*	*[sum]*
Total of Bills Plus Provisional Sums (A + B + C) [i]	*(D)*	
Add Provisional Sum for Contingency Allowance (if any) [ii]	*(E)*	*[sum]*
Bid Price (D + E) (Carried forward to Letter of Bid)	*(F)*	

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions – Part B shall apply.

ii) To be entered by the Employer.

* For evaluation purposes, Provisional Sum, other than Daywork will be excluded

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.8 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1: Israel

Under ITB 4.8 (b) and 5.1: Israel

Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

  v. "obstructive practice" is:

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

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

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

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

d. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;1 (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

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

---

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

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

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

PART 2 –Works' Requirements

Section VII - Works' Requirements

Contents

Scope of Works

The Scope of Works are as below:

(a) General & Site Facilities

(b) Warehouse

(c) Transshipment

(d) Watch Tower

(e) Land Development, Plantation & Land Scapping

(f) Boundary Wall & Drainage

(g) Footpath with Drainage & without Drainage

(h) Toilet complex & Labor shed

(i) Weighbridge

(j) Security Post & Gate House

(k) Road & Pavements

Specification

Included Separately as Volume II

General Specifications are provided in a separate volume: Volume II. Specific Specifications are provided as elaboration of Work Items in the Bill of Quantities (Volume III).

Environmental and Social (ES) requirements (with health and safety)

THE EMPLOYER'S ENVIRONMENTAL AND SOCIAL POLICY STATEMENT

The Works' policy goal, at a minimum, is stated to integrate environmental protection, occupational and community health and safety, labor management, gender, equality, child protection, vulnerable people (including tribal communities and those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention, and stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The policy sets the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy. The policy includes a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy, as far as possible, shall be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
2. provide and maintain a healthy and safe work environment and safe systems of work;
3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;
4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labor conventions to which the host country is a signatory;
5. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;
6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;
7. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;
8. engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
9. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;
10. minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.]

MINIMUM CONTENT OF ESHS REQUIREMENTS

The contractor(s) are expected to understand, follow and comply with the following ESHS requirements:

- Project specific Environmental and Social Management Plan requirements (as provided in Supplementary Information Section of this Bidding Document and will be updated by the contractor as per work methodology, labor deployment, site arrangement, construction schedule etc.).
- Environmental Codes of Practice (ECOP) (as provided in Annex A of the Supplementary Information Section of this Bidding Document and will be updated by the contractor as per work methodology, labor deployment, site arrangement, construction schedule etc.)
- All applicable environmental, social and health & safety requirements of Government of Bangladesh, World Bank Group and compliance with any and all specific conditions of the clearance as required by DoE
- Maintenance of a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA
- GBV/SEA prevention and management requirements as specified in Supplementary Information Section of this Bidding Document
- Labor management requirements as specified in Supplementary Information Section of this Bidding Document, and all applicable national labor laws and regulations

MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT

1. Compliance with applicable health and safety requirements as outlined in the project EIA, SIA and RAP reports, as well as the Employer's Environmental & Social Management Framework, available on the BLPA website (www.blpa.gov.bd) and also included in Supplementary Information Section below, to protect the local community (including vulnerable and disadvantaged groups), the Employer's and PM's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment).
2. The use of illegal substances
3. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
4. Management of labour influx including the Contractor and sub-contractors personnel and day workers, and their iteractions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)

5. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
6. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
7. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)

Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas) . The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years

8. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
9. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
10. Respecting reasonable work instructions (including regarding environmental and social norms)
11. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
12. Duty to report violations of this Code
13. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people..

ENVIRONMENTAL MANAGEMENT PLAN

The Contractor shall carry out all mitigation and enhancement measures (including those related to mitigation of air/noise/water pollution; drainage/traffic congestion) as specified in the Environmental Management Plan (EMP), annexed to this Contract. The Project Manager (PM) has important roles in the EMP.The Environmental, Health, and Safety (EHS) Manager, will be responsible for implementing the contractors' environmental, health and safety responsibilities, and liaising with government agencies. S/he will have adequate number of staff to support him/her for these tasks.

Following Management Plans to be prepared and approved by the authority by the Contractor before mobilization,

Plan/Task
OHS Plan
Pollution Prevention Plans (related to air, noise, soil, water resources)
Filled material management plan
Contaminated soil disposal plan (for existing contaminated soil at site)
Borrow area management and rehabilitation plan
Solid Waste Management and Effluent Management Plan
Drinking Water Supply and Sanitation Plan
Traffic Management Plan
Construction Camp Management Plan
Fuels and hazardous substances management plan
Emergency Preparedness Plan (for construction phase)

Mitigation and Compliance Monitoring Plan – Construction Phase

Environmental and sustainability issue	Issues/Impacts/impact sources	Mitigation Measures	Responsibility	
			Execution	Monitoring
Land development	• Dust pollution • Create nuisance • Road damage • Nutrient loss due to top soil remove • Disposal of potentially contaminated existing soil at site prior to land filling	• Fill the land in dry season • If transported by truck, then Cover the soil by tipple of the truck during transportation • Spray of water is suggested in the road and construction sites • As per capacity of road use the below capacity of truck load • Replace the top soil as nutrient content on the same land • Develop and implement contaminated soil management plan	Contractor	PM, PIU

Environmental and sustainability issue	**Issues/Impacts/impact sources**	**Mitigation Measures**	**Responsibility**	
			Execution	**Monitoring**
Air Quality	• Emissions from construction related traffic and machinery. • Dust from works, other machinery, concrete mixing, and traffic from trucks and vehicles.	• Implement measures in ECoP 10 Air Quality Management. Dust generation will be restricted as much as possible and water sprinkling carried out as appropriate, especially where earthmoving, and excavation are carried out. • Emissions from construction equipment and traffic will comply with World Bank EHS guidelines and will be monitored.	Contractor	PM, PIU
Surface Water and Sediment Quality	• Increase in water turbidity from construction works near natural water channels. • Waste water from construction camps, offices and warehouses. • Spillage of fuels, oils, and other chemicals, and waste effluents from workshops and washing bays. • Erosion from construction works	• Implement measures in ECoPs 3, 4 and 6 • Installing filter mechanisms (e.g. draining swabs, filter berms, drainage inlet protection, sediment traps and sediment basins) to prevent sediment and particulates from reaching the surface water.	Contractor	PM, PIU
Soil and groundwater quality	• Pollution from construction activities and storage facilities. • Soils near the coal storage areas in Sheola are contaminated with coal dust	• Implement ECoP 5: Soil Quality Management • A contaminated soil management plan shall be developed to ensure safe disposal of the soil contaminated with coal dust at Sheola land port • For effluents to be discharged from workshops, camps, and offices, treatment arrangements such as retention ponds and septic tanks will be incorporated in the facility designs.	Contractor	PM, PIU
Noise	• During construction on the land, noise levels	• Limit the noisy construction activities to daylight hours	Contractor	PM, PIU

Environmental and sustainability issue	Issues/Impacts/impact sources	Mitigation Measures	Responsibility	
			Execution	Monitoring
	produced by vehicles, machinery, concrete mixing, and other construction activities will exceed the applicable standards and may cause nuisance to local community	• Maintain the equipment and vehicles as per manufacturer guidelines		
Health and Safety:	• Workers health and safety hazards associated with construction activities • Community health and safety hazards at the construction sites, including exposure to sexually transmitted diseases such as HIV/AIDS	• Implement ECoP 18 pm Workers Health and Safety, ECoP 16: Construction Camp Management • Require all contractors to specify a code of conduct for expectations of worker behavior at site and with local communities • Separation of people from vehicles and making vehicle passageways one-way, to the extent practical • Traffic management • Require personal protective equipment (PPE), as well as required health and safety awareness orientation and training, for all workers. • To ensure the works contract incorporate minimum health and safety provisions and is being monitor by the Employer with the support from PM during construction.	Contractor	PM, PIU
Child labour	• Risk of contractor or subcontractors hiring child labour in the construction activities.	• National laws on child labour will be strictly followed. No child labour will be hired by the contractor or subcontractors in any of the project activities.	Contractor	PM, PIU

MONITORING PROGRAM

Contractor is responsible to carry out environmental monitoring (by visual observation or laboratory test) as per table below.

Parameter/ Activity	**Location**	**Means of Monitoring**	**Compliance indicator/ threshold limits**	**Frequency**
Hydrocarbon and chemical storage	Construction camps and yards	Visual Inspection of storage facilities	No leakages from the containers in the storage	Monthly
Traffic Safety	Access Roads	Visual inspection to see whether proper traffic signs are placed and flag-men for traffic management are engaged	Smooth flowing of traffic; safe conditions for local traffic; and placement of traffic signs and flag-men	Monthly
Dust	Construction sites	Visual inspection to ensure good standard equipment is in use and dust suppression measures (e.g., spraying of water) are in place.	No dust generation from the construction activities	Daily
	Material storage sites	Visual inspection to ensure dust suppression work plan is being implemented	No dust generation from the material storage sites	Monthly
Air quality (PM, CO2, SOx, NOx)	Near the land ports	24 hours continuous monitoring with the help of appropriate instruments and analyzers	Compliance with the DOE standards	Quarterly during the construction phase
Water Pollution	During Construction	Measurement of pH, EC, turbidity, DO, Coli form, BOD, NH4N Oil and Grease. Sampling point is outlet of LP drain.	Compliance with the DOE standards	Quarterly during the construction phase
Noise	Construction sites	Noise measurement using noise meter; Ensure work restriction between 21:00- 06:00 close to the residential areas	Compliance with DOE standards	Monthly
Water quality (For all drinking water parameter including arsenic, iron and coliforms)	Locations of tube well installation installed for each land port	Depth of tube well should be more than 30m. Test water for arsenic and iron before installing of casing. If the quality	Compliance with DOE drinking water standards	During drilling of wells

Parameter/ Activity	**Location**	**Means of Monitoring**	**Compliance indicator/ threshold limits**	**Frequency**
		is found not suitable further deepening will be done.		
	Water wells to be used by contractor for drinking	Laboratory analysis of all drinking water parameters specified in national standards	Compliance with DOE drinking water standards	After development of wells; bi-annually after
Waste Management	Construction camps and construction sites	Visual inspection that solid waste collection facilities are in place and waste is disposed at designated site	Facilities are clean and waste collection and disposal facilities are in place	Monthly
Drinking water and sanitation	Camps, offices	Ensure the construction workers are provided with safe water and sanitation facilities in the site	Availability of safe drinking water and Sanitation facilities	Monthly
Cultural and archeological Sites	At all work sites	Visual observation for chance finds	Indication of chance finds; records kept of required reporting and any measures to secure chance finds as instructed	Daily
Restoration of Work Sites	All Work Sites	Visual Inspection	The facilities are clean with no waste at the works sties	After completion of all works
Safety of workers Monitoring and reporting accidents	At work sites	Usage of Personal Protective equipment and implementation of contractor OHS plan	All workers should use necessary PPEs; accidents, near misses and unsafe conditions reported	Monthly
Grievances	In the project area	Number of grievances registered and addressed	Minutes of grievance redress meetings	Monthly
Reporting on Environmental Monitoring	During Construction	All parameters	To meet the compliance requirement	Quarterly

Environmental Codes of Practice

The environmental codes of practice (ECoPs) are generic, non-site-specific guidelines. The ECoPs consist of environmental management guidelines and practices which are expected be followed by all contractors for sustainable management of ESHS issues. The contractor will be required to follow them and also use them to prepare site-specific management plans (discussed in the next section). The ECoPs are given in the 18 tables below.

Environmental Code of Practice (ECoP) 1: Waste Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
General Waste	Soil and water pollution from the improper management of wastes and excess materials from the construction sites.	The Contractor shall • Develop waste management plan for various specific waste streams (e.g., reusable waste, flammable waste, construction debris, food waste etc.) prior to commencing of construction and submit to PM for approval. • Organize disposal of all wastes generated during construction in an environmentally acceptable manner. This will include consideration of the nature and location of disposal site, so as to cause less environmental impact. • Minimize the production of waste materials by 3R (Reduce, Recycle and Reuse) approach. • Segregate and reuse or recycle all the wastes, wherever practical. • Prohibit burning of solid waste • Collect and transport non-hazardous wastes to all the approved disposal sites. Vehicles transporting solid waste shall be covered with tarps or nets to prevent spilling waste along the route • Train and instruct all personnel in waste management practices and procedures as a component of the environmental induction process. • Provide refuse containers at each worksite. • Request suppliers to minimize packaging where practicable. • Place a high emphasis on good housekeeping practices. • Maintain all construction sites in a cleaner, tidy and safe condition and provide and maintain appropriate facilities as temporary storage of all wastes before transportation and final disposal.
Hazardous waste	Health hazards and environmental impacts due to improper waste management practices	The Contractor shall • Collect chemical wastes in 200 liter drums (or similar sealed container), appropriately labeled for safe transport to an approved chemical waste depot. • Store, transport and handle all chemicals avoiding potential environmental pollution. • Store all hazardous wastes appropriately in bunded areas away from water courses. • Make available Material Safety Data Sheets (MSDS) for hazardous materials on-site during construction. • Collect hydrocarbon wastes, including lube oils, for • safe transport off-site for reuse, recycling, treatment or

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		disposal at approved locations. • Construct concrete or other impermeable flooring to prevent seepage in case of spills

ECoP 2: Fuels and Hazardous Goods Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Fuels and hazardous goods.	Materials used in construction have a potential to be a source of contamination. Improper storage and handling of fuels, lubricants, chemicals and hazardous goods/ materials on-site, and potential spills from these goods may harm the environment or health of construction workers.	The Contractor shall • Prepare spill control procedures and submit the plan for PM approval. • Train the relevant construction personnel in handling of fuels and spill control procedures. • Store dangerous goods in bunded areas on a top of a sealed plastic sheet away from watercourses. • Refueling shall occur only within bunded areas. • Make available MSDS for chemicals and dangerous goods on-site. • Transport waste of dangerous goods, which cannot be recycled, to a designated disposal site approved by DoE. • Provide absorbent and containment material (e.g., absorbent matting) where hazardous material are used and stored and personnel trained in the correct use. • Provide protective clothing, safety boots, helmets, masks, gloves, goggles, to the construction personnel, appropriate to materials in use. • Make sure all containers, drums, and tanks that are used for storage are in good condition and are labeled with expiry date. Any container, drum, or tank that is dented, cracked, or rusted might eventually leak. Check for leakage regularly to identify potential problems before they occur. • Store hazardous materials above flood plain level. • Put containers and drums in temporary storages in clearly marked areas, where they will not be run over by vehicles or heavy machinery. The area shall preferably slope or drain to a safe collection area in the event of a spill. • Put containers and drums in permanent storage areas on an impermeable floor that slopes to a safe collection area in the event of a spill or leak. • Take all precautionary measures when handling and storing fuels and lubricants, avoiding environmental pollution. • Avoid the use of material with greater potential for contamination by substituting them with more environmentally friendly materials.

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		• Return the gas cylinders to the supplier. However, if they are not empty prior to their return, they must be labeled with the name of the material they contained or contain, information on the supplier, cylinder serial number, pressure, their last hydrostatic test date, and any additional identification marking that may be considered necessary.

ECoP 3: Water Resources Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Hazardous Material and waste	Water pollution from the storage, handling and disposal of hazardous materials and general construction waste, and accidental spillage	The Contractor shall • Follow the management guidelines proposed in ECPs 1 and 2. • Minimize the generation of sediment, oil and grease, excess nutrients, organic matter, litter, debris and any form of waste (particularly petroleum and chemical wastes). These substances must not enter waterways, storm water systems or underground water tables
Discharge from construction sites	During construction both surface and groundwater quality may be deteriorated due to construction activities in the river, sewerages from construction sites and work camps. The construction works will modify groundcover and topography changing the surface water drainage patterns of the area including infiltration and storage of storm water. These changes in hydrological regime lead to increased rate of runoff, increase in sediment and contaminant loading, increased flooding, groundwater contamination, and effect habitat of fish and other aquatic biology.	The Contractor shall • Install temporary drainage works (channels and bunds) in areas required for sediment and erosion control and around storage areas for construction materials • Install temporary sediment basins, where appropriate, to capture sediment-laden run-off from site • Divert runoff from undisturbed areas around the construction site • Stockpile materials away from drainage lines • Prevent all solid and liquid wastes entering waterways by collecting solid waste, oils, chemicals, bitumen spray waste and wastewaters from brick, concrete and asphalt cutting where possible and transport to an approved waste disposal site or recycling depot • Wash out ready-mix concrete agitators and concrete handling equipment at washing facilities off site or into approved bunded areas on site. Ensure that tires of construction vehicles are cleaned in the washing bay (constructed at the entrance of the construction site) to remove the mud from the wheels. This shall be done in every exit of each construction vehicle to ensure the local roads are kept clean.
Soil Erosion and siltation	Soil erosion and dust from the material stockpiles will increase	The Contractor shall • Stabilize the cleared areas not used for construction activities with vegetation or appropriate surface water

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
	the sediment and contaminant loading of surface water bodies.	treatments as soon as practicable following earthwork to minimize erosion • Ensure that roads used by construction vehicles are swept regularly to remove sediment. • Water the material stockpiles, access roads and bare soils on an as required basis to minimize dust. Increase the watering frequency during periods of high risk (e.g. high winds)
Construction Activities in water bodies	Construction works in the water bodies will increase sediment and contaminant loading, and effect habitat of fish and other aquatic biology.	The Contractor Shall • Dewater sites by pumping water to a sediment basin prior to release off site – do not pump directly off site • Monitor the water quality in the runoff from the site or areas affected by dredge plumes, and improve work practices as necessary • Protect water bodies from sediment loads by silt screen or bubble curtains or other barriers • Minimize the generation of sediment, oil and grease, excess nutrients, organic matter, litter, debris and any form of waste (particularly petroleum and chemical wastes). These substances must not enter waterways, storm water systems or underground water tables. • Use environment friendly and nontoxic slurry during construction of piles to discharge into the river. • Reduce infiltration of contaminated drainage through storm water management design • Do not discharge cement and water curing used for cement concrete directly into water courses and drainage inlets.
Drinking water	Groundwater at shallow depths is contaminated with arsenic and hence not suitable for drinking purposes.	The Contractor Shall • Pumping of groundwater shall be from deep aquifers of more than 300 m to supply arsenic free water. Safe and sustainable discharges are to be ascertained prior to selection of pumps. • Tube wells will be installed with due regard for the surface environment, protection of groundwater from surface contaminants, and protection of aquifer cross contamination • All tube wells, test holes, monitoring wells that are no longer in use or needed shall be properly decommissioned
	Depletion and pollution of groundwater resources	• Install monitoring wells both upstream and downstream areas near construction yards and construction camps to regularly monitor the water quality and water levels. • Protect groundwater supplies of adjacent lands

ECoP 4: Drainage Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Excavation and earthworks, and construction yards	Lack of proper drainage for rainwater/ liquid waste or wastewater owing to the construction activities harms environment in terms of water and soil contamination, and mosquito growth.	The Contractor shall • Prepare a program for prevent/avoid standing waters, which PM will verify in advance and confirm during implementation • Provide alternative drainage for rainwater if the construction works/earth-fillings cut the established drainage line • Establish local drainage line with appropriate silt collector and silt screen for rainwater or wastewater connecting to the existing established drainage lines already there • Rehabilitate road drainage structures immediately if damaged by contractors' road transports. • Build new drainage lines as appropriate and required for wastewater from construction yards connecting to the available nearby recipient water bodies. Ensure wastewater quality conforms to the relevant standards provided by DoE, before it being discharged into the recipient water bodies. • Ensure the internal roads/hard surfaces in the construction yards/construction camps that generate has storm water drainage to accommodate high runoff during downpour and that there is no stagnant water in the area at the end of the downpour. • Construct wide drains instead of deep drains to avoid sand deposition in the drains that require frequent cleaning. • Provide appropriate silt collector and silt screen at the inlet and manholes and periodically clean the drainage system to avoid drainage congestion • Protect natural slopes of drainage channels to ensure adequate storm water drains. • Regularly inspect and maintain all drainage channels to assess and alleviate any drainage congestion problem. • Reduce infiltration of contaminated drainage through storm water management design
Ponding of water	Health hazards due to mosquito breeding	• Do not allow ponding of water especially near the waste storage areas and construction camps • Discard all the storage containers that are capable of storing of water, after use or store them in inverted position

ECoP 5: Soil Quality Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Filling of Sites with dredge spoils	Soil contamination will occur from drainage of dredged spoils	The Contractor shall • Ensure that dredged sand used for land filling shall be free of pollutants. Prior to filling, sand quality shall be tested to confirm whether soil is pollution free. Sediments shall be properly compacted. Top layer shall be the 0.5 m thick clay on the surface and boundary slopes along with grass. Side Slope of Filled Land of 1:2 shall be constructed by suitable soils with proper compaction as per design. Slope surface shall be covered by top soils/ cladding materials (0.5m thick) and grass turfing with suitable grass. • No sediment laden water in the adjacent lands near the construction sites, and/ or wastewater of suspended materials excessive of 200mg/l from dredge spoil storage/use area in the adjacent agricultural lands. • Leaching from the sediments shall be contained to seep into the subsoil or shall be discharged into settling lagoons before final disposal.
Storage of hazardous and toxic chemicals	Spillage of hazardous and toxic chemicals will contaminate the soils	The Contractor shall • Strictly manage the wastes management plans proposed in ECP1 and storage of materials in ECP2 • Construct appropriate spill contaminant facilities for all fuel storage areas • Establish and maintain a hazardous materials register detailing the location and quantities of hazardous substances including the storage, use of disposals • Train personnel and implement safe work practices for minimizing the risk of spillage • Identify the cause of contamination, if it is reported, and contain the area of contamination. The impact may be contained by isolating the source or implementing controls around the affected site • Remediate the contaminated land using the most appropriate available method to achieve required commercial/ industrial guideline validation results
Construction material stockpiles	Erosion from construction material stockpiles may contaminate the soils	The Contractor shall • Protect the toe of all stockpiles, where erosion is likely to occur, with silt fences, straw bales or bunds

ECoP 6: Erosion and Sediment Control

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Clearing of	Cleared areas and slopes are susceptible for erosion	The Contractor shall: • Reinstate and protect cleared areas as soon as possible.

Construction sites	of top soils that affects the growth of vegetation which causes ecological imbalance.	• Mulch to protect batter slopes before planting • Cover unused area of disturbed or exposed surfaces • immediately with mulch/grass turfings/ tree plantations
Construction activities and material stockpiles	The impact of soil erosion are (i) Increased runoff and sedimentation causing a greater flood hazard to the downstream, (ii) destruction of aquatic environment in nearby lakes, streams, and reservoirs caused by erosion and/or deposition of sediment damaging the spawning grounds of fish, and (iii) destruction of vegetation by burying or gullying.	The Contractor shall: • Locate stockpiles away from drainage lines • Protect the toe of all stockpiles, where erosion is likely to occur, with silt fences, straw bales or bunds • Remove debris from drainage paths and sediment control structures • Cover the loose sediments and water them if required • Divert natural runoff around construction areas prior to any site disturbance • Install protective measures on site prior to construction, for example, sediment traps • Control drainage through a site in protected channels or slope drains • Install 'cut off drains' on large cut/fill batter slopes to control water runoff speed and hence erosion • Observe the performance of drainage structures and erosion controls during rain and modify as required.

ECoP 7: Top Soil Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Land clearing and earthworks	Earthworks will impact the fertile top soils that are enriched with nutrients required for plant growth or agricultural development.	The Contractor shall: • Strip the top soil to a depth of 15 cm and store in stock piles of height not exceeding 2m. • Remove unwanted materials from top soil like grass, roots of trees and similar others. • The stockpiles will be done in slopes of 2:1 to reduce surface runoff and enhance percolation through the mass of stored soil. • Locate topsoil stockpiles in areas outside drainage lines and protect from erosion. • Construct diversion channels and silt fences around the topsoil stockpiles to prevent erosion and loss of topsoil. • Spread the topsoil to maintain the physico-chemical and biological activity of the soil. The stored top soil will be utilized for covering all disturbed area and along the proposed plantation sites • Prior to the re-spreading of topsoil, the ground surface will be ripped to assist the bunding of the soil layers, water penetration and revegetation
Transport	Vehicular movement outside ROW or temporary access roads will affect the soil	The Contractor shall: • Limit equipment and vehicular movements to within the approved construction zone • Construct temporary access tracks to cross

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
	fertility of the agricultural lands	concentrated water flow lines at right angles • Plan construction access to make use, if possible, of the final road alignment • Use vehicle-cleaning devices, for example, ramps or wash down areas

ECoP 8: Topography and Landscaping

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Land clearing and earthworks	Flood plains of the existing Project area will be affected by the construction of various project activities. Construction activities especially earthworks change topography and disturb the natural rainwater/flood water drainage as well as will change the local landscape.	The Contractor shall: • Ensure the topography of the final surface of all raised lands (construction yards, approach roads, access roads, bridge end facilities, etc.) are conducive to enhance natural draining of rainwater/flood water; • Keep the final or finished surface of all the raised lands free from any kind of depression that insists water logging • Undertake mitigation measures for erosion control/prevention by grass-turfing and tree plantation, where there is a possibility of rain-cut that will change the shape of topography. • Cover immediately the uncovered open surface that has no use of construction activities with grass-cover and tree plantation to prevent soil erosion and bring improved landscaping

ECoP 9: Borrow Areas Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Development and operation of borrow areas	Borrow areas will have impacts on local topography, landscaping and natural drainage.	The Contractor shall: • Use only approved quarry and borrow sites • Not use agriculture areas or ecologically sensitive areas as borrow sites • Identify new borrow and quarry areas in consultation with Project Director, if required. • Reuse excavated or disposed material available in the project to the maximum extent possible. • Store top soil for reinstatement and landscaping. • Develop surface water collection and drainage systems, anti-erosion measures (berms, revegetation etc.) and retaining walls and gabions where required. Implement mitigation measures in ECoP 3: Water Resources Management, ECoP 6: Erosion and Sediment Control • The use of explosive should be used in as much minimum quantity as possible to reduce noise, vibration and dust. • Control dust and air quality deterioration by application

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		of watering and implementing mitigation measures proposed in ECoP 10: Air Quality Management • Noise and vibration control by ECoP 11: Noise and Vibration Management.
Dredging from the rivers	Increased turbidity, loss of transparency and increased suspended sediment concentrations. Impact on benthic habitats	The Contractor shall • Select dredging equipment (e.g. Cutter Suction Dredger) which are known to have a low risk of sediment dispersal. The suction action inside the Cutter Suction Dredger means that most of the sediment removed by the cutter is captured. As high dredging efficiency and low turbidity at the cutter head are closely linked, it is uncommon for turbidity generated by the cutter head to cause environmental concern. • Monitor the dredging operation and, if necessary, change the dredge location to minimize fines or modify operations, e.g. restrict the amount of material being dredged (or the number of dredgers allowed to operate) at any one time. • Maintain record of all sand or sediment extraction (quantities, location shown on map, timing, any sighting of key species)
Dredging placement at temporary locations prior to shifting or direct placement on the proposed site for filling	Dispersion of sediments and release of high sediment laden runoff from the placement sites.	The Contractor • To the extent possible, shall directly place the sediments for filling the proposed disposal areas. Prior to filling commencing, the areas being filled will be subdivided into compartments by construction of temporary containment bunds of suitable material (e.g. dredged sand). Filling will be achieved by progressively pumping a slurry of sand and water into the bunded areas, allowing the surplus water to drain away to artificial and natural waterways in a controlled manner through the pipeline, without affecting floodplains. • Control the discharge of site runoff, including excess dredge water, by the installation and correct use of containment walls, bunds and weirs. • Monitor the quality of water (e.g. sediment content) in site runoff to confirm that the design and operation of the bunds and weirs, and the retention time for dredge waters which facilitates the settlement out of fine sediments prior to discharge off site, is adequate. If required, additional siltation ponds are to be provided to divert the runoff water before discharging in to the river or to the natural streams.

ECoP 10: Air Quality Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Construction vehicular traffic	Air quality can be adversely affected by vehicle exhaust emissions and combustion of fuels.	The Contractor shall • Fit vehicles with appropriate exhaust systems and emission control devices. Maintain these devices in good working condition. • Operate the vehicles in a fuel efficient manner • Cover haul vehicles carrying dusty materials moving outside the construction site • Impose speed limits on all vehicle movement at the worksite to reduce dust emissions • Control the movement of construction traffic • Water construction materials prior to loading and transport • Service all vehicles regularly to minimize emissions • Limit the idling time of vehicles not more than 2 minutes
Construction machinery	Air quality can be adversely affected by emissions from machinery and combustion of fuels.	The Contractor shall • Fit machinery with appropriate exhaust systems and emission control devices. Maintain these devices in good working condition in accordance with the specifications defined by their manufacturers to maximize combustion efficiency and minimize the contaminant emissions. Proof or maintenance register shall be required by the equipment suppliers and contractors/subcontractors • Focus special attention on containing the emissions from generators • Machinery causing excess pollution (e.g. visible smoke) will be banned from construction sites Service all equipment regularly to minimize emissions • Provide filtering systems, duct collectors or humidification or other techniques (as applicable) to the concrete batching and mixing plant to control the particle emissions in all its stages, including unloading, collection, aggregate handling, cement dumping, circulation of trucks and machinery inside the installations
Construction activities	Dust generation from construction sites, material stockpiles and access roads is a nuisance in the environment and can be a health hazard.	The Contractor shall: • Water the material stockpiles, access roads and bare soils on an as required basis to minimize the potential for environmental nuisance due to dust. Increase the watering frequency during periods of high risk (e.g. high winds). • Stored materials such as gravel and sand shall be covered and confined to avoid their being wind-drifted • Minimize the extent and period of exposure of the bare surfaces • Reschedule earthwork activities or vegetation clearing

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		activities, where practical, if necessary to avoid during periods of high wind and if visible dust is blowing off-site • Restore disturbed areas as soon as practicable by vegetation/grass-turfing • Store the cement in silos and minimize the emissions from silos by equipping them with filters. • Establish adequate locations for storage, mixing and loading of construction materials, in a way that dust dispersion is prevented because of such operations • Crushing of rocky and aggregate materials shall be wet-crushed, or performed with particle emission control systems

ECoP 11: Noise and Vibration Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Construction vehicular traffic	Noise quality will be deteriorated due to vehicular traffic	The Contractor shall • Maintain all vehicles in order to keep it in good working order in accordance with manufactures maintenance procedures • Make sure all drivers will comply with the traffic codes concerning maximum speed limit, driving hours, etc. • Organize the loading and unloading of trucks, and handling operations for the purpose of minimizing construction noise on the work site
Construction machinery	Noise and vibration may have an impact on people, property, fauna, livestock and the natural environment.	The Contractor shall • Appropriately site all noise generating activities to avoid noise pollution to local residents • Use the quietest available plant and equipment • Modify equipment to reduce noise (for example, noise control kits, lining of truck trays or pipelines) • Maintain all equipment in order to keep it in good working order in accordance with manufactures maintenance procedures. Equipment suppliers and contractors shall present proof of maintenance register of their equipment. • Install acoustic enclosures around generators to reduce noise levels. • Fit high efficiency mufflers to appropriate construction equipment • Avoid the unnecessary use of alarms, horns and sirens
Construction activity	Noise and vibration may have an impact on people, property,	The Contractor shall • Notify adjacent landholders prior any typical noise events outside of daylight hours

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
	fauna, livestock and the natural environment.	• Educate the operators of construction equipment on potential noise problems and the techniques to minimize noise emissions • Employ best available work practices on-site to minimize occupational noise levels • Install temporary noise control barriers where appropriate • Notify affected people if major noisy activities will be undertaken, e.g. pile driving • Plan activities on site and deliveries to and from site to minimize impact • Monitor and analyze noise and vibration results and adjust construction practices as required. • Avoid undertaking the noisiest activities, where possible, when working at night near the residential areas

ECoP 12: Protection of Flora

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Vegetation clearance	Local flora are important to provide shelters for the birds, offer fruits and/or timber/fire wood, protect soil erosion and overall keep the environment very friendly to human-living. As such damage to flora has wide range of adverse environmental impacts.	The Contractor shall • Reduce disturbance to surrounding vegetation • Use appropriate type and minimum size of machine to avoid disturbance to adjacent vegetation. • Get approval from supervision consultant for clearance of vegetation. • Make selective and careful pruning of trees where possible to reduce need of tree removal. • Control noxious weeds by disposing of at designated dump site or burn on site. • Clear only the vegetation that needs to be cleared in accordance with the plans. These measures are applicable to both the construction areas as well as to any associated activities such as sites for stockpiles, disposal of fill and construction of diversion roads, etc. • Do not burn off cleared vegetation – where feasible, chip or mulch and reuse it for the rehabilitation of affected areas, temporary access tracks or landscaping. Mulch provides a seed source, can limit embankment erosion, retains soil moisture and nutrients, and encourages re-growth and protection from weeds. • Return topsoil and mulched vegetation (in areas of native vegetation) to approximately the same area of the roadside it came from. • Avoid work within the drip-line of trees to prevent damage to the tree roots and compacting the soil. • Minimize the length of time the ground is exposed or

Project Activity/ Impact Source	**Environmental Impacts**	**Mitigation Measures/ Management Guidelines**
		excavation left open by clearing and re-vegetate the area at the earliest practically possible. • Ensure excavation works occur progressively and re-vegetation done at the earliest • Provide adequate knowledge to the workers regarding nature protection and the need of avoid felling trees during construction • Supply appropriate fuel in the work caps to prevent fuel wood collection

ECoP 13: Protection of Fauna

Project Activity/ Impact Source	**Environmental Impacts**	**Mitigation Measures/ Management Guidelines**
Construction activities	The location of construction activities can result in the loss of wild life habitat and habitat quality.	The Contractor shall • Limit the construction works within the designated sites allocated to the contractors • check the site for animals trapped in, or in danger from site works and use a qualified person to relocate the animal
	Impact on migratory birds, its habitat and its active nests	The Contractor shall • Not be permitted to destruct active nests or eggs of migratory birds • Minimize the tree removal during the bird breeding season. If works must be continued during the bird breeding season, a nest survey will be conducted by a qualified biologist prior to commence of works to identify and located active nests • Minimize the release of oil, oil wastes or any other substances harmful to migratory birds to any waters or any areas frequented by migratory birds.
Vegetation clearance	Clearance of vegetation may impact shelter, feeding and/or breeding and/or physical destruction and severing of habitat areas	The Contractor shall • Restrict the tree removal to the minimum required. • Retain tree hollows on site, or relocate hollows, where appropriate • Leave dead trees where possible as habitat for fauna • Fell the hollow bearing trees in a manner which reduces the potential for fauna mortality. Felled trees will be inspected after felling for fauna and if identified and readily accessible will be removed and relocated or rendered assistance if injured. After felling, hollow bearing trees will remain unmoved overnight to allow animals to move of their own volition.
Construction camps	Illegal poaching	The Contractor shall • Provide adequate knowledge to the workers regarding

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		protection of flora and fauna, and relevant government regulations and punishments for illegal poaching.

ECoP 14: Protection of Fisheries

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Construction activities in River	The main potential impacts to fisheries are hydrocarbon spills and leaks from riverine transport and disposal of wastes into the river	The Contractor shall • Ensure the riverine transports, vessels and ships are well maintained and do not have oil leakage to contaminate river water. • Contain oil immediately on river in case of accidental spillage from vessels and ships and in this regard, make an emergency oil spill containment plan to be supported with enough equipment, materials and human resources • Do not dump wastes, be it hazardous or non-hazardous into the nearby water bodies or in the river
Construction activities on the land	The main potential impacts to aquatic flora and fauna River are increased suspended solids from earthworks erosion, sanitary discharge from work camps, and hydrocarbon spills	The Contractor shall • follow mitigation measures proposed in ECoP 3 : Water Resources Management and EC4: Drainage Management
	Filling of ponds for site preparation will impact the fishes.	The Contractor shall • Inspect any area of a water body containing fish that is temporarily isolated for the presence of fish, and all fish shall be captured and released unharmed in adjacent fish habitat • Install and maintain fish screens etc. on any water intake with drawing water from any water body that contain fish

ECoP 15: Road Transport and Road Traffic Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Construction vehicular traffic	Increased traffic use of road by construction vehicles will affect the movement of normal road traffics and the safety of the road-users.	The Contractor shall • Prepare and submit a traffic management plan to the PM for his approval at least 30 days before commencing work on any project component involved in traffic diversion and management. • Include in the traffic management plan to ensure

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		uninterrupted traffic movement during construction: detailed drawings of traffic arrangements showing all detours, temporary road, temporary bridges temporary diversions, necessary barricades, warning signs / lights, and road signs. • Provide signs at strategic locations of the roads complying with the schedules of signs contained in the Bangladesh Traffic Regulations. • Install and maintain a display board at each important road intersection on the roads to be used during construction, which shall clearly show the following information in Bangla: o Location: chainage and village name o Duration of construction period o Period of proposed detour /alternative route o Suggested detour route map o Name and contact address/telephone number of the concerned personnel o Name and contact address /telephone number of the Contractor o Inconvenience is sincerely regretted.
	Accidents and spillage of fuels and chemicals	The Contractor shall: • Restrict truck deliveries, where practicable, to day time working hours. • Restrict the transport of oversize loads. • Operate road traffics/transport vehicles, if possible, to non-peak periods to minimize traffic disruptions. • Enforce on-site speed limit

ECoP 16: Construction Camp Management

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Siting and Location of construction camps	Campsites for construction workers are the important locations that have significant impacts such as health and safety hazards on local resources and infrastructure of nearby communities.	The Contractor shall • Locate the construction camps at areas which are acceptable from environmental, cultural or social point of view. • Consider the location of construction camps away from communities in order to avoid social conflict in using the natural resources such as water or to avoid the possible adverse impacts of the construction camps on the surrounding communities. • Location of site roads, fuel storage areas (for use in power supply generators), solid waste management and dumping locations, and drainage facilities, prior to the development

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		of the construction camps. • Local authorities responsible for health, religious and security shall be duly informed on the set up of camp facilities so as to maintain effective surveillance over public health, social and security matters • Submit to the PM for approval a detailed layout plan for the development of the construction camp showing the relative locations of all temporary buildings and facilities that are to be constructed together with the. • Store inorganic wastes in a safe place within the household and clear organic wastes on daily basis to waste collector. Establish waste collection, transportation and disposal systems with the manpower and equipments/vehicles needed. • Dispose organic wastes in a designated safe place on daily basis. At the end of the day cover the organic wastes with a thin layer of sand so that flies, mosquitoes, dogs, cats, rats, are not attracted. One may dig a large hole to put organic wastes in it; take care to protect groundwater from contamination by leachate formed due to decomposition of wastes. Cover the bed of the pit with impervious layer of materials (clayey or thin concrete) to protect groundwater from contamination. • Locate the garbage pit/waste disposal site min 500 m away from the residence so that peoples are not disturbed with the odor likely to be produced from anaerobic decomposition of wastes at the waste dumping places. Encompass the waste dumping place by fencing and tree plantation to prevent children to enter and play with. • Do not establish site specific landfill sites. All solid waste will be collected and removed from the work camps and disposed in approval waste disposal sites.
Fuel supplies for cooking purposes	Illegal sourcing of fuel wood by construction workers will impact the natural flora and fauna	The Contractor shall • Provide fuel to the construction camps for their domestic purpose, in order to discourage them to use fuel wood or other biomass. • Made available alternative fuels like natural gas or kerosene on ration to the workforce to prevent them using biomass for cooking. • Conduct awareness campaigns to educate workers on preserving the protecting the biodiversity and wildlife of the project area, and relevant government regulations and punishments on wildlife protection.
Health and Hygiene	There will be a potential for diseases to be transmitted including malaria, exacerbated by	The Contractor shall • Provide adequate health care facilities within construction sites.

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
	inadequate health and safety practices. There will be an increased risk of work crews spreading sexually transmitted infections and HIV/AIDS.	• Provide first aid facility round the clock. Maintain stock of medicines in the facility and appoint fulltime designated first aider or nurse. • Provide ambulance facility for the laborers during emergency to be transported to nearest hospitals. • Initial health screening of the laborers coming from outside areas • Train all construction workers in basic sanitation and health care issues and safety matters, and on the specific hazards of their work • Provide HIV awareness programming, including STI (sexually transmitted infections) and HIV information, education and communication for all workers on regular basis • Complement educational interventions with easy access to condoms at campsites as well as voluntary counseling and testing • Provide adequate drainage facilities throughout the camps to ensure that disease vectors such as stagnant water bodies and puddles do not form. Regular mosquito repellant sprays during monsoon. • Carryout short training sessions on best hygiene practices to be mandatorily participated by all workers. Place display boards at strategic locations within the camps containing messages on best hygienic practices
Safety	In adequate safety facilities to the construction camps may create security problems and fire hazards	The Contractor shall • Provide appropriate security personnel (police / home guard or private security guards) and enclosures to prevent unauthorized entry in to the camp area. • Maintain register to keep a track on a head count of persons present in the camp at any given time. • Encourage use of flameproof material for the construction of labor housing / site office. Also, ensure that these houses/rooms are of sound construction and capable of withstanding wind storms/cyclones. • Provide appropriate type of firefighting equipment suitable for the construction camps • Display emergency contact numbers clearly and prominently at strategic places in camps. • Communicate the roles and responsibilities of laborers in case of emergency in the monthly meetings with contractors.
Site Restoration	Restoration of the construction camps to original condition requires demolition of	The Contractor shall • Dismantle and remove from the site all facilities established within the construction camp including the perimeter fence and lockable gates at the completion of

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
	construction camps.	the construction work. • Dismantle camps in phases and as the work gets decreased and not wait for the entire work to be completed • Give prior notice to the laborers before demolishing their camps/units • Maintain the noise levels within the national standards during demolition activities • Different contractors shall be hired to demolish different structures to promote recycling or reuse of demolished material. • Reuse the demolition debris to a maximum extent. Dispose remaining debris at the designated waste disposal site. • Handover the construction camps with all built facilities as it is if agreement between both parties (contactor and land-owner) has been made so. • Restore the site to its condition prior to commencement of the works or to an agreed condition with the landowner. • Not make false promises to the laborers for future employment in O&M of the project.

ECoP 17: Cultural and Religious Issues

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Construction activities near religious and cultural sites	Disturbance from construction works to the cultural and religious sites, and contractors lack of knowledge on cultural issues cause social disturbances.	The Contractor shall • Communicate to the public through community consultation and newspaper announcements regarding the scope and schedule of construction, as well as certain construction activities causing disruptions or access restriction. • Do not block access to cultural and religious sites, wherever possible • Restrict all construction activities within the foot prints of the construction sites. • Stop construction works that produce noise (particularly during prayer time) shall there be any mosque/religious/educational institutions close to the construction sites and users make objections. • Take special care and use appropriate equipment when working next to a cultural/religious institution. • Stop work immediately and notify the site manager if, during construction, an archaeological or burial site is discovered. It is an offence to recommence work in the

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		vicinity of the site until approval to continue is given by the PM/PMU. • Provide separate prayer facilities to the construction workers. • Show appropriate behavior with all construction workers especially women and elderly people • Allow the workers to participate in praying during construction time • Resolve cultural issues in consultation with local leaders and supervision consultants • Establish a mechanism that allows local people to raise grievances arising from the construction process. • Inform the local authorities responsible for health, religious and security duly informed before commencement of civil works so as to maintain effective surveillance over public health, social and security matters

ECoP 18: Worker Health and Safety

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
Best practices	Construction works may pose health and safety risks to the construction workers and site visitors leading to severe injuries and deaths. The population in the proximity of the construction site and the construction workers will be exposed to a number of (i) biophysical health risk factors, (e.g. noise, dust, chemicals, construction material, solid waste, waste water, vector transmitted diseases etc), (ii) risk factors resulting from human behavior (e.g. STD,	The Contractor shall • Implement suitable safety standards for all workers and site visitors which shall not be less than those laid down on the international standards (e.g. International Labor Office guideline on 'Safety and Health in Construction; World Bank Group's 'Environmental Health and Safety Guidelines') and contractor's own national standards or statutory regulations, in addition to complying with the national standards of the Government of Bangladesh (e.g. `The Bangladesh Labor Code, 2006') • Provide the workers with a safe and healthy work environment, taking into account inherent risks in its particular construction activity and specific classes of hazards in the work areas, • Provide personal protection equipment (PPE) for workers, such as safety boots, helmets, masks, gloves, protective clothing, goggles, full-face eye shields, and ear protection. Maintain the PPE properly by cleaning dirty ones and replacing them with the damaged ones. • Safety procedures include provision of information, training and protective clothing to workers involved in hazardous operations and proper performance of their job • Appoint an environment, health and safety manager to look after the health and safety of the workers

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
	HIV etc) and (iii) road accidents from construction traffic.	• Inform the local authorities responsible for health, religious and security duly informed before commencement of civil works and establishment of construction camps so as to maintain effective surveillance over public health, social and security matters
	Child and pregnant labor	The Contractor shall • not hire children of less than 14 years of age and pregnant women or women who delivered a child within 8 preceding weeks, in accordance with the Bangladesh Labor Act, 2006. Such children employed by the contractor shall not be engaged in any hazardous work.
Accidents	Lack of first aid facilities and health care facilities in the immediate vicinity will aggravate the health conditions of the victims	The Contractor shall • readily avail health care facilities and first aid facilities. Appropriately equipped first-aid stations shall be easily accessible throughout the place of work • Document and report occupational accidents, diseases, and incidents. • Prevent accidents, injury, and disease arising from, associated with, or occurring in the course of work by minimizing, so far as reasonably practicable, the causes of hazards. In a manner consistent with good international industry practice. • Identify potential hazards to workers, particularly those that may be life-threatening and provide necessary preventive and protective measures. • Provide awareness to the construction drivers to strictly follow the driving rules • Provide adequate lighting in the construction area and along the roads
Construction camps	Lack of proper infrastructure facilities, such as housing, water supply and sanitation facilities will increase pressure on the local services and generate substandard living standards and health hazards.	The Contractor shall provide the following facilities in the campsites to improve health and hygienic conditions as mentioned in ECoP 17 Construction Camp Management • Adequate ventilation facilities • Safe and reliable water supply. Water supply from deep tube wells that meets the national standards • Hygienic sanitary facilities and sewerage system. The toilets and domestic waste water will be collected through a common sewerage. • Treatment facilities for sewerage of toilet and domestic wastes • Storm water drainage facilities. • Recreational and social facilities • Safe storage facilities for petroleum and other chemicals in accordance with ECoP 2 • Solid waste collection and disposal system in accordance

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		with ECP1. • Arrangement for trainings • Paved internal roads. • Security fence at least 2 m height. • Sick bay and first aid facilities
Water and sanitation facilities at the construction sites	Lack of Water sanitation facilities at construction sites cause inconvenience to the construction workers and affect their personal hygiene.	• The contractor shall provide portable toilets at the construction sites, if about 25 people are working the whole day for a month. Location of portable facilities shall be at least 6 m away from storm drain system and surface waters. These portable toilets shall be cleaned once a day and all the sewerage shall be pumped from the collection tank once a day and shall be brought to the common septic tank for further treatment. • Contractor shall provide bottled drinking water facilities to the construction workers at all the construction sites.
Other ECPs	Potential risks on health And hygiene of construction workers and general public	The Contractor shall follow the following ECPs to reduce health risks to the construction workers and nearby community • ECoP 2: Fuels and Hazardous Goods Management • ECoP 4: Drainage Management • ECoP 10: Air Quality Management • ECoP 11: Noise and Vibration Management • ECoP 15: Road Transport and Road Traffic Management • ECoP 16: River Transport management
Trainings	Lack of awareness and basic knowledge in health care among the construction workforce, make them susceptible to potential diseases.	The Contractor shall • Train all construction workers in basic sanitation and health care issues (e.g., how to avoid malaria and transmission of sexually transmitted infections (STI) HIV/AIDS. • Train all construction workers in general health and safety matters, and on the specific hazards of their work Training shall consist of basic hazard awareness, site specific hazards, safe work practices, and emergency procedures for fire, evacuation, and natural disaster, as appropriate. • Commence the malaria, HIV/AIDS and STI education campaign before the start of the construction phase and complement it with by a strong condom marketing, increased access to condoms in the area as well as to voluntary counseling and testing. • Implement malaria, HIV/AIDS and STI education campaign targeting all workers hired, international and national, female and male, skilled, semi- and unskilled occupations, at the time of recruitment and thereafter pursued throughout the construction phase on ongoing and regular basis. This shall be complemented by easy

Project Activity/ Impact Source	Environmental Impacts	Mitigation Measures/ Management Guidelines
		access to condoms at the workplace as well as to voluntary counseling and testing.

PERFORMANCE INDICATORS

For evaluating the performance of the environmental management and monitoring plan, performance indicators are identified for efficient and timely implementation of measures/actions proposed in the EMP. PM will be responsible for compiling the information on these indicators and report to the Employer. However, the contractor will be required to provide information to PM on all relevant indicators at their request.

To measure the overall EHS performance of the project, a list of performance indicators applicable to the contractor is given below. This list may be updated and modified by the PM during the course of project implementation.

- Number of non-compliances observed by PM or E&S.
- Number of non-compliances addressed/resolved by contractor during reporting period
- Availability of environmental specialists with contractors.
- Timely reporting of documents (as defined in EMP and monitoring plan)
- Number of trainings imparted to workers, stakeholders/other capacity building initiatives
- Number of grievances received.
- Number of grievances resolved.
- Number of construction related accidents, fatalities, near misses and unsafe conditions, involving both workers and others (local community, other road users etc)
- Lost time injuries

GRIEVANCE REDRESS MECHANISM

The Employer will establish a project level Grievance Redress Mechanism (GRM) based on its existing institutional mechanism following the project's GRM Protocol. A two-tier grievance redress committees (GRC) will be established for this Project. The 1st tier GRM consists of the Port In-charge, a representative from the local government, and a representative from the affected communities. When dealing with the complaints on environmental and social issues, the committee will take advise of the social, and environmental specialists of the PM and E&S Cell. The 2nd tier of GRM consists of the Project Director, the GRM Officer of the PIU and a representative of district government. The grievance management system will be communicated to the local and affected communities. A toll free number will also be setup to receive the grievances.

CAPACITY BUILDING

the contractors will be responsible to conduct trainings for their own staff and workers. The various aspects that are covered under the capacity building will include general environmental and social awareness, key environmental and social sensitivities of the area, and key environmental and social impacts of the project, EMP requirements, OHS aspects, emergency preparedness and response, and waste disposal.

CHANCE FIND PROCEDURES

(1) In the event of finding of properties of cultural value during construction, the contractor should follow the following procedures for identification, protection from theft, and treatment of discovered artifacts.

(a) Stop the construction activities in the area of the chance find;

(b) Delineate the discovered site or area;

(c) Secure the site to prevent any damage or loss of removable objects.

(d) Notify the responsible local authorities;

(e) Decisions on how to handle the finding shall be taken by the responsible authorities and the relevant Ministry. This could include changes in the layout (such as when finding an irremovable remain of cultural or archeological importance), conservation, restoration and salvage.

(f) Construction work could resume only after permission is given from the responsible local authorities and the relevant Ministry concerning safeguard of the heritage.

Contractor's Representative and Key Personnel

No.	Position	Relevant academic qualifications	Minimum years of relevant work experience
1	Project Manager- 1 no.	Minimum Bachelor's degree in Civil Engineering.	10 years of experience as Project Manager or Resident Engineer on civil engineering projects of a similar type.
2	Quality Control Engineer - 1 no	Minimum Bachelor's degree in Civil Engineering.	10 years of experience as quality control Engineer in civil engineering projects of a similar type.
3	Electrical Engineer- 1 no.	Minimum Bachelor's degree in Electrical Engineering.	8 years of experience in Electrical design and supervision in large engineering projects.
4	Quantity Surveyor- 1 no	Minimum Diploma in Civil Engineering	8 years of experience as Quantity Surveyor in large civil engineering projects.
5	Environmental Expert	Minimum Bachelor's degree in Civil Engineering or Master's in environmental science	5 years of experience in EMAP preparation/ implementation in civil works contracts
6	Health and Safety Manager	Minimum Bachelor degree in environment science	5 years of experience in preparing/ executing health and safety plans in civil works contracts
7	Social Expert	Master's degree in Social Sciences	5 years of experience in social impact management including monitoring and responding to risks related to labour influx and GBV, as well as experience with grievance redress mechanisms
8	Site Supervisor- 3 no	Minimum Diploma in Civil Engineering	5 years of experience in supervising large construction project

Drawings

Drawings are provided in Volume IV

Supplementary Information

Not applicable

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions (GC)

Red Book:

The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") Second edition 2017, reprinted 2022 with amendments" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following "Particular Conditions" which comprise of the World Bank's COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e., "Conditions of Contract for Building and Engineering Works Designed by the Employer" must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC code: ISBN13 : 978-2-88432-084-9

Note: The winning bidder will purchase the above FIDIC contract before contract sign

Section IX - Particular Conditions

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	5 %
Employer's name and address	1.1.31	Bangladesh Land Port Authority Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project Plot No. F-19/A, Shere-E-Bangla Nagar, Agargaon, Dhaka-1207, Bangladesh.
Engineer's name and address	1.1.35	Design and Supervision Consultant
Bank's name	1.1.89	World Bank
Borrower's name	1.1.90	Government of the People's Republic of Bangladesh
Time for Completion	1.1.84	730 days (two years)
Defects Notification Period	1.1.27	365 days. (one year)
Sections	1.1.73	Not Applicable
Electronic transmission system	1.3 (a) (ii)	E-mail designated for the purpose (pdaccessblpa@gmail.com)
Address of Employer for communications:	1.3(d)	Bangladesh Land Port Authority Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bangladesh Phase 1: (BLPA Component) Project Plot No. F-19/A, Shere-E-Bangla Nagar, Agargaon, Dhaka-1207, Bangladesh. E-mail: pdaccessblpa@gmail.com
Address of Engineer for communications:	1.3(d)	To be inserted before contract signing
Address of Contractor for communications:	1.3(d)	To be inserted before contract signing
Governing Law	1.4	Law of Bangladesh.
Ruling language	1.4	English
Language for communications	1.4	English

Conditions	**Sub-Clause**	**Data**
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	2 (two)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	110% of the Accepted Contract Amount.
Site	1.1 74	As per document
Time for access to the Site	2.1	No later than the Commencement Date.
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 1% shall require written consent of the Employer.
Cyber security- Contractor's obligations	4.1	Not Applicable
Performance Security	4.2	The Performance Security shall be in the form of a demand guarantee in the amount(s) of 9% (nine percent) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Environmental and Social (ES) Performance Security	4.2	The ES Performance Security shall be in the form of a demand guarantee in the amount(s) of l% (one percent) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount
Period for notification of errors in the items of reference	4.7.2 (a)	Days 28 days
Period of payment for temporary utilities	4.19	Not Applicable
Number of additional paper copies of progress reports	4.20	2 (two) copies.
Cyber security	4.20	Not Applicable
Cyber security-immediate reporting	4.20	Not Applicable
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	30%

Conditions	Sub-Clause	Data
Parts of the Works for which subcontracting is not permitted	5.1(b)	Not Applicable
Normal working hours	6.5	Normal working hours shall be 08:00 hrs to 18:00 hrs from Sunday to Thursday (both days inclusive)
Number of additional paper copies of program	8.3	2 (two) copies
Delay damages payable for each day of delay	8.8	0.1% of the Accepted Contract Amount, less provisional sum for DAAB.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.
Method of measurement	12.2	As specified in the Specifications, Bill of quantities and Sub-Clause I2.2
Percentage profit	12.3	As stated under 1.1.20 above
Cyber security- Variation	13.3.1(a)	Not applicable
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	5 %
Total advance payment	14.2	10 % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable (The advance payment will be made against bank guarantee)
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 20 % (b) percentage deductions for the repayment of the Advance Payment 25% provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment
Period of payment	14.3	Monthly or quarterly as suitable.
Number of additional paper copies of Statements	14.3(b)	2 (two) copies
Percentage of retention	14.3(iii)	10%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	10%
Plant and Materials	14.5(b)(i)	Not applicable
	14.5(c)(i)	Stone, Stone Chips, MS Reinforcement Bar and Bricks

Conditions	Sub-Clause	Data
Minimum Amount of Interim Payment Certificates	14.6.2	5 % of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	Not Applicable
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	28 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	**For Local Currency:** At the prevailing short-term lending rate of Sonali Bank, Bangladesh. **For Foreign currency:** At the prevailing interbank offered rate of the country of the currency.
Number of additional paper copies of draft Final Statement	14.11.1(b)	2 (two)
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	The risks of which are allocated to the Contractor are all risks other than force majeure (force majeure could be flood, cyclone, storm, earthquake, catch fire, civil unrest, labour strike, material supply crisis etc.), and can be attributed to default of Contracts.

Conditions	Sub-Clause	Data
Permitted deductible limits	19.1	insurance required for the Works: USD 5000.00 per occurrence insurance required for Goods: USD 2,000.00 per occurrence insurance required for liability for breach of professional duty: Not Applicable insurance required against liability for fitness for purpose (if any is required): Not Applicable insurance required for injury to persons and damage to property: USD 500.00 for each and every incident insurance required for injury to employees: USD 100.00 for each and every incident and for each sor1s other insurances required by Laws and by local practice:
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	15% Extend of insurance for Works is 1.15 times of the Accepted Contract Amount. Contractor's All Risk (CAR) Policy is to be provided
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	Risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works are any risk other than force majeure (force majeure could be flood, cyclone, storm, earthquake, catch fire, civil unrest, labour strike, material supply crisis etc.)
Extent of insurance required for Goods	19.2.2	Full replacement values including delivery to Site. Contractor's All Risk (CAR) Policy is to be provided.
Amount of insurance required for Goods		Full replacement values including delivery to Site. Contractor's All Risk (CAR) Policy is to be provided.
amount of insurance required for liability for breach of professional duty	19.2.3(a)	Not Applicable
Insurance required against liability for fitness for purpose	19.2.3(b)	No
Period of insurance required for liability for breach of professional duty	19.2.3	Not Applicable

Conditions	Sub-Clause	Data
Amount of insurance required for injury to persons and damage to property	19.2.4	**For injury to person:** USD 10,000.00 for each and every occurrence and for each person without limit of occurrence. **For Property:** USD 50,000.00 for each and every occurrence without limit of occurrence.
Other insurances required by Laws and by local practice (give details)		Unless otherwise agreed by the Parties 42 days after signature by both parties of the Contract Agreement
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One sole Member
List of proposed members of DAAB	21.1	Proposed by Employer *[Attach CVs to the bidding document and the Contract]* *1.* President, Institution of Engineers, Bangladesh. *2.*_______________________ *3.*_______________________ Proposed by Contractor *[Attach CVs to the Contract]* *1.*_________________________ *2.*__________________________ *3.*__________________________

Table: Summary of Sections (if any)- Not Applicable

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)

*These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

Part B - Special Provisions

Sub-Clause 1.1.49	The Sub-Clause is replaced with:
Laws	"**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority."
Sub-Clause 1.1.74	The Sub-Clause is replaced with:
Site	"**Site**" means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site."

Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88

Sub-Clause 1.1 89 Bank	"**Bank**" means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.90 **Borrower**	"**Borrower**" means the person (if any) named as the borrower in the Contract Data.
Sub-Clause 1.1.91 **ES**	"**ES**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
Sub-Clause 1.1.92 **Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)**	"**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; **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and **"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.

“SEA/SH Prevention and Response Obligations” means the Contractor’s obligations in regard to the prevention of and response to SEA/SH as set forth in Sub-Clauses 4.1, 4.20, 4.25, 5.1, 6.9, 6.27, and 6.28.

Sub-Clause 1.2

Interpretation

Sub-paragraph (a) is replaced with the following:

(a) “Words indicating one gender include all genders;

“he/she” is replaced with:” it;”

“him/her” is replaced with “it;”

“his” and “his/her” are replaced with: “it’s;”

“himself/herself” are replaced with: “itself”.”

Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

sub-paragraph (k) is added:

(k) “The word “tender” is synonymous with “bid” or “proposal,” the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents,” as applicable.”

Sub-Clause 1.5

Priority of Documents

The following documents are added in the list of Priority Documents after (e):

“(f) the Particular Conditions Part C- Fraud and Corruption;

(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;

(h) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;”

and the list renumbered accordingly.

Sub-Clause 1.6

Contract Agreement

The last paragraph is replaced with:

“If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 *[Joint and Several Liability]*.”

Sub-Clause 1.12

Confidentiality

The following is added at the end of the second paragraph: “The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

"or" at the end of (b) is deleted.

"or" at the end of (c) is added.

The following is then added as (d): "is being provided to the Bank."

Sub-Clause 1.17

Inspections & Audit by the Bank

The following Sub-Clause is added after Sub-Clause 1.16:

"Pursuant to paragraph 2.2 e. of Particular Conditions - Part C-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 Sub-Clause 15.8 (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)."

Sub-Clause 2.4

Employer's Financial Arrangements

The first paragraph is replaced with:

"The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer's obligations under the Contract."

The following sub-paragraph is added at the end of Sub-Clause 2.4:

"In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available."

Sub-Clause 2.6

Employer-Supplied Materials and Employer's Equipment

[If Employer- Supplied Materials are listed in the Works' Requirements for the Contractor's use in the execution of Works, the following provisions may be added]:

The following is added after the last paragraph of Sub-Clause 2.6:

"The Employer shall supply to the Contractor the Employer-Supplied Materials listed in the Specification, at the time(s) stated in the Specification (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

When made available by the Employer, the Contractor shall visually inspect the Employer-Supplied Materials and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

After this visual inspection, the Employer-Supplied Materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody, and control shall not relieve the Employer of liability of any shortage, defect or default not apparent from a visual inspection."

[*If Employer's Equipment are listed in the Specification for the Contractor's use in the execution of Works, the following provisions may be added*]:

The following is added after the last paragraph of Sub-Clause 2.6:

"The Employer shall make the Employer's Equipment listed in the Specification available to the Contractor at the time(s) stated in the Specification (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

Unless expressly stated otherwise in the Specification, the Employer's Equipment shall be provided for the exclusive use of the Contractor.

When made available by the Employer, the Contractor shall visually inspect the Employer's Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

The Contractor shall be responsible for the Employer's Equipment while it is under the Contractor's control and/or any of the Contractor's Personnel is operating it, driving it, directing it, using it, or in control of it.

The Contractor shall not remove from the Site any items of the Employer's Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor's personnel to or from the Site."

Sub-Clause 2.7

SEA/SH Conference

The following new Sub-Clause is added

"The Employer shall organize and run a SEA/SH orientation conference as soon as possible after the constitution of the DAAB and prior to the commencement of any physical work. The SEA/SH orientation conference shall be attended by the Contractor, its Subcontractors, the Engineer, the DAAB members and all other relevant persons. The objective of the SEA/SH orientation conference shall be to ensure a common understanding of all SEA contractual requirements and remedies, including those available under Sub-Clause 21.9 [*SEA/SH Referrals*], Sub-Clause 21.10 [*Dissatisfaction with DAAB's decision of SEA/SH Referrals*] and Sub-Clause 21.11 [*Bank's disqualification of the Contractor and its Subcontractor/s*].

Sub-Clause 3.1

The Engineer

The following is added at the end of the first sub-paragraph:

"The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties."

Sub-Clause 3.2

Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

(a) Sub-Clause 13.1: Right to vary - instructing a variation, except;

  (i) in an emergency situation as determined by the Engineer; or

  (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.

(b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Sub-Clause 3.3

Engineer's Representative

The following is added at the end of Sub-Clause 3.3:

"The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer's Representative."

Sub-Clause 3.4

Delegation by the Engineer

The following is added at the end of the second paragraph:

"If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority."

Sub-Clause 3.6

Replacement of the Engineer

In the first paragraph, "42 days" is replaced with: "21 days";

In the third paragraph, "shall" is replaced with: "should."

Sub-Clause 4.1

Contractor's General Obligations

The following is inserted after the paragraph "The Contractor shall provide the Plant (and spare parts, if any) …":

"All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank."

The following is inserted after the paragraph "The Contractor shall, whenever required by the Engineer...":

"The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the 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 Engineer for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). 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 Engineer for Review.

The C-ESMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]."*

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively.

"if so stated in the Specification, the Contractor shall:

(i) design structural elements of the Works taking into account climate change considerations;

(ii) apply 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;

(iii) consider the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events; and

(iv) any other requirement stated in the Specification."

The following is added at the end of the Sub-Clause:

"The Contractor shall provide relevant contract- related information, as the Employer and/or Engineer 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 shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.

Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract."

Sub-Clause 4.2

Performance Security and ES Performance Security

The first paragraph is replaced with:

"The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor's ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply."

In the following Sub-Clauses of the General Conditions, the term "Performance Security" is replaced with: "Performance Security and, if applicable, an Environmental and Social (ES) Performance Security":

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer's Liability;

15.2- Termination for Contractor's Default;

15.5- Termination for Employer's Convenience.

Sub-Clause 4.2.1 **Contractor's obligations**	The first paragraph is replaced with: "The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank or financial institution selected by the Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form agreed by the Employer." Thereafter, throughout Sub-Clause 4.2 "Performance Security" is replaced with: "Performance Security and, if applicable, ES Performance Security."
Sub-Clause 4.2.2 **Claims under the Performance Security**	The first paragraph is replaced in its entirety with: "The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract."
Sub-Clause 4.2.3 **Return of Performance Security**	In sub-paragraph (a) "21 days" is replaced with: "28 days".
Sub-Clause 4.3 **Contractor's Representative**	The following is added at the end of the last paragraph: "If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
Sub-Clause 4.6 **Co-operation**	The following is added after the first paragraph: "The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer's Personnel to conduct any environmental and social assessment."
Sub-Clause 4.8 **Health and Safety Obligations**	The following are included after deleting "and" at the end of (f) and replacing "." with ";" at the end of (g): " (h) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;

(i) 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, and provision of personal protective equipment without expense to the Contractor's Personnel;

(j) 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;

(k) 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;

(l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

(m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment."

The second and third paragraphs are replaced with the following:

"Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review 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 procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]*.

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) 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,

(v) 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 labour;

(vi) 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 Sub-Clause 6.6; and

(b) any other requirements stated in the Specification.

The paragraph starting with: "In addition to the reporting requirement of…" is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.

Sub-Clause 4.15

Access Route

The following is added at the end of Sub-Clause 4.15:

"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, Contractor's 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."

Sub-Clause 4.18

Protection of the Environment

Sub-Clause 4.18 Protection of the Environment is replaced with:

"The Contractor shall take all necessary measures to:

(a) 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 Specification, 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 Engineer 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 Engineer."

Sub-Clause 4.20

Progress Reports

Replace "4.20 (g) with: "the Environmental and Social (ES) metrics set out in Particular Conditions - Part D."

The following paragraph is added prior to the paragraph starting with: "However, nothing stated…": "Unless otherwise stated in the Contract Data, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation."

The following is added at the end of the Sub-Clause:

"In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*], and subject to the specific requirement on handling allegations of SEA and/or SH in accordance with Sub-Clause 6.27, the Contractor shall inform the Engineer immediately of any allegation, incident or accident, 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; any cyber security incidents as specified in the Contract Data; 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 Engineer 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 Engineer within the timeframe agreed with the Engineer.

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."

Sub-Clause 4.21

Security of the Site

Sub-Clause 4.21 Security of the Site is replaced with:

"**Sub-Clause 4.21 Security of the Site**

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

(a) for keeping unauthorised persons off the Site;

(b) authorised persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorised personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.

Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer'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 Specification.

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 Specification."

Sub-Clause 4.23

Archaeological and Geological Findings

The first paragraph is replaced with the following:

"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 Specification and relevant Laws."

Sub-Clause 4.24

Suppliers (other than Subcontractors)

4.24.1 Forced Labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21. If forced labour/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.

4.24.2 Child labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22. If child labour 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.

4.24.3 Serious Safety Issues

The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.8, 5.1 and 6.7. 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.

4.24.4 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 riverbeds 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.

Sub-Clause 4.25

Code of Conduct

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.

Sub-Clause 5.1

Subcontractors

The following is added at the beginning of the second paragraph.

"The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the SEA/SH Prevention and Response Obligations.

All subcontracts relating to the Works shall include a provision stipulating that the Subcontractor accepts that the Bank may disqualify the Subcontractor from being awarded a Bank financed contract for a period of two years if the Subcontractor is determined to have failed to comply with its SEA/SH Prevention and Response Obligations."

The following is added after the first sentence of the fourth paragraph: "The Contractor's submission to the Engineer shall also include such a Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors."

The following is added at the end of the last paragraph of Sub-Clause 5.1:

"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [*After Termination*].

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."

Sub-Clause 5.2.2

Objection to Nomination

In sub-paragraph (c):

"and" is deleted from the end of (i);

"." at the end of (ii) is replaced with: ", and."

The following is then added as (iii):

"(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*]."

Sub-Clause 6.1

Engagement of Staff and Labour

The following paragraphs are added at the end of the Sub-Clause:

"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 labour 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 Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."

Sub-Clause 6.2

Rates of Wages and Conditions of Labour

The following paragraphs are added at the end of the Sub-Clause:

"The Contractor shall inform the Contractor's Personnel about:

(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and

(b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

Where required by applicable Laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."

Sub-Clause 6.5 Working Hours

The following is inserted at the end of the Sub-Clause:

"The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Specification."

Sub-Clause 6.6

Facilities for Staff and Labour

The following is added as the last paragraph:

"If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Specification."

Sub-Clause 6.7

Health and Safety of Personnel

In the second paragraph, "The Contractor" is replaced with:

"Except as otherwise stated in the Specification, the Contractor…"

Sub-Clause 6.9

Contractor's Personnel

The Sub-Clause is replaced with:

"The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and 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 in breach of Sub-Clause 6.3 [Recruitment of Persons];

(g) undertakes behaviour 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. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [*Contractor's Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

Subject to the requirements in Sub-Clause 4.3 [*Contractor's Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer 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."

Sub-Clause 6.12

Key Personnel

The following is inserted at the end of the last paragraph:

"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

The following Sub-Clauses 6.13 to 6.28 are added after sub-clause 6.12

Sub-Clause 6.13

Foreign Personnel

The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

Sub-Clause 6.14

Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

Sub-Clause 6.15

Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

Sub-Clause 6.16

Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

Sub-Clause 6.17

Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

Sub-Clause 6.18

Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

Sub-Clause 6.19

Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

Sub-Clause 6.20

Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

Sub-Clause 6.21

Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Sub-Clause 6.22

Child Labour

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.23

Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

Sub-Clause 6.24

Workers' Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.25

Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

Sub-Clause 6.26

Contractor's Personnel Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.27 below). The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.27

Contractor's-SEA/SH Response Mechanism; Receipt

6.27.1 <u>The Contractor's SEA/SH Response Mechanism</u>

The Contractor shall put in place an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor's or Employer's Personnel or any

of SEA/SH allegations; and Contractor's and non-compliance

other person including third parties ("SEA/SH Response Mechanism").

The Contractor's Personnel shall be informed of the SEA/SH Response Mechanism at the time of engagement for the Contract and informed of the measures put in place to protect them against any reprisal 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 also measures protecting against reprisal, shall be displayed, in languages comprehensible to the Contractor's Personnel, Employer's Personnel, and the affected communities, in locations easily accessible to them.

The SEA/SH Response Mechanism shall permit allegations or concerns to be submitted in writing, in person or by phone, with appropriate provision for confidential treatment, and shall permit the submission of anonymous allegations. The Contractor shall have in place a dedicated person with appropriate skills, experience and training to receive and review such allegations or concerns.

As part of the SEA/SH Response Mechanism, the Contractor shall maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or SH. These measures should identify appropriate responses to SEA and/or SH allegations, including the actions set forth in Sub-Clause 6.9, and other appropriate disciplinary measures in the case of the Contractor's Personnel.

6.27.2 Receipt of SEA/SH allegations

Any allegation of SEA and/or SH received by the Contractor (including through its Subcontractor/s), the Employer or the Engineer shall be documented and promptly submitted to the other two parties. While maintaining confidentiality of the person who experienced the alleged incident, as appropriate, the documentation and submission should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident.

Upon receipt of any SEA and/or SH allegation as described above, the Contractor shall immediately apply its the SEA/SH Response Mechanism, as described in Sub-Clause 6.27.1, to review and address the allegation or concern.

The Employer shall promptly refer the allegation to the DAAB pursuant to Sub-Clause 21.9 *[“SEA/SH Referral”]*.

6.27.3 Contractor’s non-compliance with SEA/SH contractual obligations

If the Engineer identifies that the Contractor, including its Subcontractor/s, has not complied with the SEA/SH Prevention and Response Obligations under the Contract, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 *[“SEA/SH Referral”]*.

If a DAAB report, prepared in accordance with Rule 3.10 of the DAAB Procedural Rules, identifies potential non-compliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations, the Engineer shall review the potential non-compliance and determine whether a Notice to Correct shall be issued to the Contractor. If the Engineer determines that a Notice to Correct shall not be given to the Contractor, the Engineer shall inform the Employer copying the DAAB, providing the basis for its determination. If the Engineer, however, determines that a Notice to Correct shall be given to the Contractor, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 *[“SEA/SH Referral”]*.

Sub-Clause 6.28

Training of Contractor’s Personnel

The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ES aspects of the Contract by the Employer’s Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.

Sub-Clause 7.3 Inspection

The following is added in the first paragraph after "Employer's Personnel" "(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)"

The following is added as (b) (iv):

"(iv) carryout environmental and social audit, and"

Sub-Clause 7.7

Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

Sub-Clause 8.1

Commencement of Work

The Sub- Clause is replaced in its entirety with the following:

"The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;

(b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);

(c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;

(d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;

(e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay."

Sub-Clause 11.7

Right of Access after Taking Over

In the second paragraph, "Whenever the Contractor intends to access any part of the Works during the relevant DNP:" is replaced with:

"Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:"

Sub-Clause 13.3.1

Variation by Instruction

Subparagraph 13.3.1 (a) is replaced with: "a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data."

Sub-Clause 13.4

Provisional Sums

The following is inserted as the penultimate paragraph:

"The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3."

Sub-Clause 13.6

Adjustments for Changes in Laws

The following paragraph is added at the end of the Sub-Clause:

"Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost]."

Sub-Clause 14.1

The Contract Price

[Note to the Employer: include one of the following two alternative texts as applicable]

The following is added at the end of the Sub-Clause:

[Alternative 1]

"Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of

executing the Contract shall be exempt from the payment of import duties and taxes upon importation."

[Alternative 2]

"Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise, the security shall be called in the full amount remaining."

Sub-Clause 14.2.1 The first paragraph is replaced with:

Advance Payment Guarantee

"The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form acceptable to the Employer."

Sub-Clause 14.3

Application for Interim Payment

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: "any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement)."

Sub-Clause 14.6.2

Withholding (amounts in) an IPC

"and/or" from subparagraph (b) is deleted.

The following is then added as subparagraph (c) and sub-paragraph (c) of the Sub-Clause is renumbered as (d):

"(c) 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 Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

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

(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;

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

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

(v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;

(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s)."

The following is added as penultimate paragraph: "As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed."

Sub-Clause 14.7

Payment

At the end of sub-paragraph (b): "and" is replaced with "or" and the following inserted as (iii):

"(iii) at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and"

At the end of sub-paragraph (c): "." is replaced with ";" and the following inserted:

"or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor]."

Sub-Clause 14.9

Release of Retention Money

The following is added at the end of Sub-Clause 14.9:

"Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security."

Sub-Clause 14.15

Currencies of Payment

Throughout Sub-Clause 14.15, "Contract Data" is replaced with: "Schedule of Payment Currencies."

Sub-Clause 15.1

Notice to Correct

"and" is deleted from (b) and

"." is replaced by: "; and" in (c).

The following is then added as (d)

"(d) specify the time within which the Contractor shall respond to the Notice to Correct."

In the third para., "shall immediately respond" is replaced with: "shall respond within the time specified in (d)." Further, in the third para., "to comply with the time specified in the Notice to Correct." is replaced with: "to comply with the time specified in (c)."

Sub-Clause 15.2.1

Notice

Sub-paragraph (h) is replaced with: "based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract."

Sub-Clause 15.8

Fraud and Corruption

The following new Sub-Clause is added:

"

15.8.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.

15.8.2 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."

Sub-Clause 16.1

Suspension by Contractor

The following paragraph is inserted after the first paragraph:

"Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank."

Sub-Clause 16.2.1

Notice

Sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i): "; or" is replaced with: "."

sub-paragraph (f) is replaced with:

"(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor."

Sub-Clause 16.2.2

Termination

The following is added at the end of Sub-Clause 16.2.2:

"In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice."

Sub-Clause 16.3

Contractor's Obligations After Termination

[If the Employer has made available any Employer- Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]

"and" is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:

"

(c) deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied materials and Employer's Equipment]; and*

(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."

Sub-Clause 17.1 Responsibility for Care of the Works

[If Employer- Supplied Materials are listed in the Specification for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment]]*

After the two instances of "Goods" in the last paragraph, the following is added: "Employer- Supplied Materials."

[If Employer's Equipment are listed in the Works' Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment]]*

After the two instances of "Goods" in the last paragraph, the following is added: ", Employer's Equipment,."

Sub-Clause 17.7

Use of Employer's Accommodation/Facilities

The following Sub-Clause is added as 17.7:

"The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer."

Sub-Clause 18.1

Sub-paragraph (c) is substituted with:

Exceptional Events

"(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;"

Sub-Clause 18.4

Consequences of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the ".":

", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor]."

Sub-Clause 18.5

Optional Termination

In sub-paragraph (c), "and necessarily" is inserted after ""was reasonably."

Sub-Clause 19.1

General Requirements

The following paragraphs are added after the first:

"Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.

This agreement of terms shall take precedence over the provisions of this Clause."

Sub-Clause 19.2

insurance to be provided by the Contractor

The following is inserted as the first sentence in Sub-Clause 19.2:

"The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country."

Sub-Clause 19.2.5

Injury to employees

The second paragraph is replaced with:

"The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."

Sub-Clause 20.1

Claims

In a): "any additional payment" is replaced with "payment."

Sub-Clause 20.2

Claims for Payment and/or EOT

The first paragraph is replaced with:

"If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:"

Sub-Clause 21.1

Constitution of the DAAB

The following is added at the end of the first paragraph:

"The DAAB shall also review and decide on any SEA/SH Referral submitted to the DAAB pursuant to Sub-Clause 6.27.2 [*Receipt of SEA/SH allegations*] and Sub-Clause 6.27.3 [*Contractor's non-compliance with SEA/SH contractual obligations*], in accordance with Sub-Clause 21.9 [*SEA/SH Referrals]*.

In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of DAAB Agreement."

After the second paragraph insert the following paragraph: "If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor."

Sub-Clause 21.2

Failure to Appoint DAAB Member (s)

For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]" is replaced with: "within 42 days from the date the Contract is signed by both Parties".

Sub-Clause 21.6

Arbitration

In the first paragraph, "unless otherwise agreed by both Parties:" is deleted and replaced with: " The Parties agree:"

The following new Sub-Clauses 21.9 to 21.11 are added

Sub-Clause 21.9 SEA/SH Referrals

SEA/SH Referrals pursuant to Sub-Clause 6.27 shall be submitted by the Employer to the DAAB in writing, copied to the Contractor and the Engineer. For a DAAB of three persons, the SEA/SH Referrals shall be deemed to have been received by the DAAB on the date it is received by the chairperson of the DAAB.

Upon receipt of a SEA/SH Referral, the DAAB shall request the Contractor in writing (copied to the Employer and the Engineer) to submit a statement demonstrating its compliance, including the compliance of any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to a SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH contractual obligations. The Contractor shall within 28 days of receipt of this request, submit in writing such statement to the DAAB copied to the Employer and the Engineer.

In reviewing the Referral, the DAAB shall focus exclusively on compliance of the Contractor, including any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to the SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH obligations. The DAAB shall not assess the merits of an underlying allegation, including the factual aspects of the alleged SEA and/or SH incident.

The DAAB decision, which shall state that it is issued under this Sub-Clause 21.9, shall be provided in writing to the Parties with a copy to the Engineer within 42 days of receiving the SEA/SH Referral. The decision of the DAAB taken pursuant to this Sub-Clause 21.9 shall be binding on the Parties and any of its Subcontractor/s as applicable.

The DAAB decision arising from an allegation of SEA/SH incident shall state whether the Contractor, including any Subcontractor identified in the SEA/SH referral, was in compliance with its SEA/SH obligations at the time of occurrence of the alleged incident. The DAAB decision shall not disclose the name of the alleged survivor nor of the alleged perpetrator.

Sub-Clause 21.10

Dissatisfaction with DAAB's decision on SEA/SH Referrals

If either Party is dissatisfied with the DAAB's decision issued under Sub-Clause 21.9 *[SEA/SH Referrals]*, such Party may give a NOD to the other Party in accordance with Sub-Clause 21.4.4 *[Dissatisfaction with DAAB's decision]*. Sub-Clause 21.5 *[Amicable Settlement]* shall not apply.

If the DAAB's decision has not become final and binding pursuant to Sub-Clause 21.4.4, the matter shall be finally settled by arbitration in accordance with Sub-Clause 21.6 *[Arbitration]*.

Where arbitration is conducted pursuant to the ICC Arbitration Rules, the parties agree that the time limit set in Article 1.6 of Appendix V to the ICC Arbitration Rules shall be 10 days from the notification of the Emergency Arbitrator Order unless the President of the ICC International Court of Arbitration determines that a longer period is necessary.

Sub-Clause 21.11

The Employer shall immediately notify the Bank of the DAAB's decision on SEA/SH Referral, any notification

Bank's disqualification of the Contractor and its Subcontractor/s

received on the commencement of Emergency Arbitration, and the Emergency Arbitrator Order if any.

If the DAAB determines that the Contractor has failed to correct identified non-compliance with SEA/SH Prevention and Response Obligation or it was non-compliant with such obligations at the time of an alleged incident, the Bank may disqualify the Contractor, as well as any Subcontractor/s determined to be non-compliant, from being awarded a Bank-financed contract unless the ICC Emergency Arbitrator grants an order in favor of the Contractor. The disqualification period shall be for two years unless the Contractors receives an arbitration award in its favor within the two year period. The Contractor's disqualification under this Sub-Clause is without prejudice to the Parties' rights and obligations under the Contract.

Appendix- General Conditions of DAAB Agreement

1. **Definitions**

Sub-Clause 1.4 "DAAB Activities." At the end, the following is added: "This also includes handling of SEA/SH Referrals in accordance with Sub-Clause 21.9 of the Conditions of Contract."

In Sub-Clause 1.8 a(i): "authorised representative of the contractor or of the Employer" is replaced with: "Contractor's Representative or authorised representative of the Employer."

2. **General Provisions**

Sub-Clause 2.2 is deleted in its entirety.

3. **Warranties**

Sub-Clause 3.3 is deleted and replaced with the following:

"When appointing the DAAB Member, each Party relies on the DAAB Member's representations, that he/she:

a) has at least a bachelor's degree in relevant disciplines such as law, engineering, construction management or contract management;

b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;

c) has received formal training as an adjudicator from an internationally recognized organization;

d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;

e) has experience in the interpretation of construction and/or engineering contract documents;

f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and

g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."

7. Confidentiality

In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b),

and the following added:

"or (d) is being provided to the Bank."

9. Fees and Expenses

In Sub-Clause 9.1 (c): "business class or equivalent" is replaced with: "in less than first class."

In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences, respectively.

Annex- DAAB Procedural Rules

Rule 3.3 In 3.3 (b), "140 days" is replaced with: "90 days".

Rule 3.7 The following is added after the sentence: "The agenda shall include review of the (i) Contractor's compliance with the SEA/SH Prevention and Response Obligations; and (ii) Engineer's failure to discharge its duties under the Contract in this regard, including as specified in Sub-Clause 6.27 of the Contract Conditions."

Rule 3.10 The following is added at the end of the paragraph: "The report shall identify any issue which raises SEA and/or SH concerns, including details of any potential noncompliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations."

The DAAB shall also provide a report to the Employer on any potential failure of the Engineer to discharge its duties in regard to the SEA/SH Prevention and Response Obligations, including on identifying the Contractor's failure to comply with the obligations, and the Notice to Correct and notification duties in accordance with Sub-Clause 6.27 of the Contract Conditions."

Particular Conditions

Part C- Fraud and Corruption

(Text in this Particular Conditions - Part C 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, consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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

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

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

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

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

v. "obstructive practice" is:

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

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

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

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

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner[1]; (ii) to be a nominated [2] 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;

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

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

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

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

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. *The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.**]***

Metrics for regular reporting:

a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
d. *status of all permits and agreements:*
   (i) work permits: number required, number received, actions taken for those not received;
   (ii) status of permits and consents:
      - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
      - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
      - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
      - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
e. *health and safety supervision:*
   (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
   (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed

(by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f. *worker accommodations:*
   (i) number of expats housed in accommodations, number of locals;
   (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
   (iii) actions taken to recommend/require improved conditions, or to improve conditions.

g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*

h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*

i. *training:*
   (i) number of new workers, number receiving induction training, dates of induction training;
   (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
   (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
   (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j. *environmental and social supervision:*
   (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
   (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

(iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*

(i) Worker grievances;

(ii) Community grievances

l. Traffic, road safety and vehicles/equipment:

(i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

(ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

(iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m. Environmental mitigations and issues (what has been done):

(i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;

(ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;

(iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

(iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

(v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;

(vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

(vii) details of tree plantings and other mitigations required undertaken in the reporting period;

(viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

(i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

(ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Particular Conditions

Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, which was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ☐ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. ☐ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _______________ To: ________________
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (**as per (d) above)** Name of Employer: ____ Name of Project: ______________________________________ Contract description: ____ Brief summary of evidence provided: ____

____ Contact Information: (Tel, email, name of contact person): _______________________ ____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above))** *[attach details as appropriate]*. ____ ____

Name of the Subcontractor______________________________

Name of the person duly authorized to sign on behalf of the Subcontractor________

Title of the person signing on behalf of the Subcontractor______________________________

Signature of the person named above____

Date signed _________________________________ day of ___________________, _____

Countersignature of authorized representative of the Contractor:

Signature: ____

Date signed _________________________________ day of ___________________, _____

Section X - Contract Forms

Table of Forms

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative
Name: *[insert Authorized Representative's name]*
Address: *[insert Authorized Representative's Address]*
Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*
Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	*[insert name of successful Bidder]*
Address:	*[insert address of the successful Bidder]*
Contract price:	*[insert contract price of the successful Bidder]*
Total combined score:	*[insert the total combined score of the successful Bidder]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical and combined scores.]*

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*

3. Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveals the reason]*

[INSTRUCTIONS; State the reason/s why <u>this</u> Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on ***[insert date]*** **(local time).**

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

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

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, ***[insert date]*** **(local time)**.

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

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

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* ***delete if not used***

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information, see the "Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III)." You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on ***[insert date]*** **(local time)**.

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: ______________________________

Name: ______________________________

Title/position: ______________________________

Telephone: ______________________________

Email: ______________________________

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

To: **[*insert complete name of Employer*]**

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

Name of the Bidder: *[*insert complete name of the Bidder*]_________

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert complete name of person duly authorized to sign the Bid*]___________

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

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*]_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature: ____

Name and Title of Signatory: ____

Name of Agency: ____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the ________ day of ________________________, _____, between ______________________________________of __________________________ (hereinafter "the Employer"), of the one part, and ______________________ of _____________________ (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works 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,

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 Acceptance;

(b) the Letter of Bid;

(c) the addenda Nos ________ (if any);

(d) the Particular Conditions;

(e) the General Conditions;

(f) the Specification;

(g) the Drawings; and

(h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:

i. the ES Management Strategies and Implementation Plans**;**

ii. Code of Conduct for Contractor's Personnel (ES); and

iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

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

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

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

Signed by ____ (for the Employer)

Signed by ____ (for the Contractor)

Performance Security- Option 1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: ________________*[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _________________

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

We have been informed that ________________ (hereinafter called "the Applicant") has entered into Contract No. _____________ *dated* ____________ with the Beneficiary, for the execution of _____________________ (hereinafter called "the Contract").

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

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

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

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

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

____
[signature(s)]

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

Performance Security- Option 2: Performance Bond

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

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ___ day of _____, 20___, for ___________________ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

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

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

SIGNED ON ___________________ on behalf of ___________________________________

By ______________________________ in the capacity of ___________________________

In the presence of ____

SIGNED ON ___________________ on behalf of ___________________________________

By ______________________________ in the capacity of ___________________________

In the presence of ____

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

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

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

We have been informed that ________________ (hereinafter called "the Applicant") has entered into Contract No. _____________ dated ____________ with the Beneficiary, for the execution of _____________________ (hereinafter called "the Contract").

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

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

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

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

2 *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

____
[signature(s)]

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

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

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

Date: ________________ *[Insert date of issue]*

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

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

We have been informed that ________________ (hereinafter called "the Applicant") has entered into Contract No. _____________ *dated* ____________ with the Beneficiary, for the execution of ______________________ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ___________ (__________) is to be made against an advance payment guarantee.

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

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

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

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

---

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2___,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

____

[signature(s)]

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

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

Retention Money Security

Demand Guarantee

__________________________________ *[Guarantor letterhead or SWIFT identifier code]*

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

Date: ________________ *[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[*insert the second half of the Retention Money *or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,* the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security*]* is to be made against a Retention Money guarantee.

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

[1] *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*

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

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

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

____

[signature(s)]

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

[2] *Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*