

Government of Peoples Republic of Bangladesh
Chattogram Water Supply and Sewerage Authority



Chattogram Water Supply Improvement Project (CWSIP)
IDA Credit No. 7675-BD & 7674-BD

Request for Proposals
for

**Design, Construction, Supply, Installation, Testing &
Commissioning for System Improvement and DMA Formation of**

Lot 1: Mohara Water Supply System

Lot 2: Modunaghat and Kalurghat Water Supply System

Volume-1-Part 1+Part 3

Volume 2A and 2B- Employer's Requirements

Volume-3A and 3B- Conceptual Drawing

Volume-4- Supplementary Information

RFP No: CWSIP/W1
Issued on: 12/07/2026



চট্টগ্রাম পানি সরবরাহ ও পয়ঃনিষ্কাশন কর্তৃপক্ষ
Chattogram Water Supply & Sewerage Authority
Chattogram Water Supply Improvement Project (CWSIP)
WASA Bhaban (1st Floor), Dampara, Chattogram, Bangladesh

Memo No.: 46.06.2000.000.335.41.0017.25-129

Date: 12/07/2026

Specific Procurement Notice

Request for Proposals for Works (Design and Build)

(Single stage, two envelope process without initial selection)

Employer: Chattogram Water Supply and Sewerage Authority
Project: Chattogram Water Supply Improvement Project
Contract title: **Design, Construction, Supply, Installation, Testing & Commissioning for System Improvement and DMA Formation**
Lot 1: MOHARA Water Supply System;
Lot 2: Modunaghat and Kalurghat Water Supply System.
Country: Bangladesh
IDA Credit No.: 7674-BD & 7675-BD
RFP No: CWSIP/W-1: Lot-1 and Lot-2
Issued on: 12 July, 2026

1. The Government of the People's Republic of Bangladesh (GoB) has received financing from the World Bank toward the cost of the Chattogram Water Supply Improvement Project (CWSIP), to be implemented by Chattogram Water Supply and Sewerage Authority (CWASA), an autonomous entity of the GoB, and intends to apply part of the proceeds toward payments under the contract for Design, Construction, Supply, Installation, Testing & Commissioning for System Improvement and DMA Formation, Lot 1: MOHARA Water Supply System, Lot 2: Modunaghat and Kalurghat Water Supply System. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.
2. The Chattogram Water Supply and Sewerage Authority (CWASA) now invites sealed Proposals from the eligible Proposers for Design, Construction, Supply, Installation, Testing & Commissioning for System Improvement and DMA Formation, Lot 1: MOHARA Water Supply System, Lot 2: Modunaghat and Kalurghat Water Supply System. The works include: Laying of new HDPE and DI pipes, laying new service connection pipes, establishment of DMAs, new reservoir and pumping station, etc. The works under both lots are located in Chattogram. The estimated completion period each of the two lots is 1260 days. More details are provided in the RFP documents.

3. Proposers may submit Proposal for one or both lots, as further defined in the RFP Document.
4. The procurement will be conducted through international competitive procurement using Request for Proposals (RFP) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" Fifth Edition, September, 2023. ("Procurement Regulations"), and is open to all eligible Proposers as defined in the Procurement Regulations.
5. Interested eligible Proposers may obtain further information from Md. Rejaul Ahsan Chowdhury, Project Director, Chattogram Water Supply Improvement Project (CWSIP), Chattogram WASA, email: rejaulahsan87@gmail.com and inspect the RFP Document during office hours 0900 to 1600 hours Local Bangladesh Time (GMT + 6 Hrs) at the address given below. A read-only copy of the RFP documents will also be uploaded in www.ctg-wasa.org.bd .
6. A complete set of the RFP Document comprising four (4) volumes, Volume 1 (Part 1- Request for Proposal Procedures and Part 3- Conditions of Contract and Contract Forms), Volume 2A and 2B (Employer's Requirement), Volume 3A and 3B (Conceptual Drawing) and Volume 4-Supplementary Information in English may be purchased by eligible Proposers upon the submission of a written application to the address below and upon payment of a nonrefundable fee of USD 200 or BDT 24,000. The bank transaction reference number should be explicitly mentioned. The method of payment will be electronic wire transfer or cash deposit to the Employer's Bank account specified below. Within 3 working days of receipt of the payment in the bank account, CWASA shall issue the Hard Copy of the RFP document which the prospective Proposers are advised to collect from the address below. The soft copy of the same will also be sent through reply email. In case of discrepancy between hard and soft copy, the hard copy shall prevail.
7. A single-stage, two envelope RFP process will be used, and the Proposal will consist of (i) the Technical Part, without any reference to prices; and (ii) the Financial Part, as detailed in the RFP Document. The Technical and Financial Parts of the Proposals shall be submitted simultaneously in two separate sealed envelopes.
8. The Proposal, both the Technical Part and the Financial Part, must be delivered to the address below on or before **14.00 Hours, Local Bangladesh Time (GMT + 6 Hrs) on Tuesday, 29 September, 2026**. Electronic Procurement will not be permitted. Late Proposals will be rejected. The Technical Part of the Proposals will be publicly opened in the presence of the Proposers' designated representatives and anyone who chooses to attend at the address below on **14.15 Hours, Local Bangladesh Time (GMT+6Hrs) on Tuesday, 29 September, 2026**. The Financial Part shall remain unopened and will be held in safe custody of the Employer until the second public opening of the Financial Part, following the evaluation of the Technical Part of the Proposals.
9. All Proposals must be accompanied by a (i) Proposal Security of **USD 700,000 or BDT 85 million** or equivalent in any freely convertible currency for Lot 1; **USD 1,100,000 or BDT 134 million** or equivalent in any freely convertible currency for Lot 2 in favour of Managing Director, Chattogram Water Supply and Sewearge Authority and (ii) Local Labour Method Statement.



10. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Proposer's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the RFP document.
11. The address referred to above is:

 12.07.2026

(Md. Rejaul Ahsan Chowdhury)

Project Director

Chattogram Water Supply Improvement Project (CWSIP)

Chattogram WASA, WASA Bhaban, Dampara, Chattogram, Bangladesh.

Phone: +8802333389376

Email: rejaulahsan87@gmail.com

Website: www.ctg-wasa.org.bd

Employer's Bank account details:

Account Name: CHATTOGRAM WATER SUPPLY IMPROVEMENT PROJECT (CWSIP)

Account Number: 1310000150038

Bank Name: Mutual Trust Bank PLC

Branch Name: AGRABAD BRANCH

SWIFT Code: MTBLBDDHAGB

Routing Number: 145150136

**Request for Proposals
Works
Design and Build
(Single-Stage, Two Envelope RFP without Initial Selection)**

**Procurement of
Design, Construction, Supply, Installation, Testing &
Commissioning for System Improvement and DMA
Formation of**

Lot 1: Mohara Water Supply System

Lot 2: Modunaghat and Kalurghat Water Supply System

Employer: Chattogram Water Supply and Sewerage Authority

Project: Chattogram Water Supply Improvement Project

Country: Bangladesh

Loan No. /Credit No. / Grant No.: IDA Credit No. 7675-BD & 7674-BD

RFP No: CWSIP/W-1: Lot-1 and Lot-2

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PART 1 – REQUEST FOR PROPOSAL PROCEDURES

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SECTION I - INSTRUCTIONS TO PROPOSERS

A. GENERAL

1. Scope of Proposal

- 1.1 The Employer, as specified **in the PDS**, issues this Request for Proposals (RFP) Document for the Design and build of the Works as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFP are specified **in the PDS**.
- 1.2 Unless otherwise stated, throughout this RFP Document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions.
- 1.3 Throughout this RFP Document:
 - (a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the PDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
 - (c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;
 - (d) **"Works"** refers to Works, subject of this request for proposals document, to be executed on design and build contracting arrangement;
 - (e) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
 - (f) **"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;

- (g) **“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;
- (h) **“Contractor’s Personnel”** is as defined in Sub-Clause 1.1.16 of the General Conditions; and
- (i) **“Employer’s Personnel”** is as defined in Sub-Clause 1.1.32 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”) indicated **in the PDS** has applied for or received 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 PDS** toward the project named **in the PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this RFP Document is issued.
 - 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that 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 equipment, materials or any other goods, 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, Proposers shall permit and

shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to 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 Proposers

4.1 A Proposer may be a firm that is a private entity, a state-owned enterprise or institution subject to **ITP 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 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 RFP process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the PDS**, there is no limit on the number of members in a JV.

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or
- (b) receives or has received any direct or indirect subsidy from another Proposer; or
- (c) has the same legal representative as another Proposer; or
- (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Employer regarding this RFP process; or
- (e) any of its affiliates participates as a consultant in the preparation of the Employer's Requirements for the Works that are the subject of the Proposal; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as the 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 **PDS ITP 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 RFP Document or specifications of the Contract, and/or the Proposal 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 RFP process and execution of the Contract.
- 4.3 A firm that is a Proposer (either individually or as a JV member) shall not participate in more than one Proposal, except for permitted alternative Proposals. This includes participation as a subcontractor in other Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm that is not an individual Proposer or a JV member in a Proposal may participate as a subcontractor in more than one Proposal.
- 4.4 A Proposer may have the nationality of any country, subject to the restrictions pursuant to **ITP 4.8**. A Proposer shall be deemed to have the nationality of a country if the Proposer 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 sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.5 A Proposer 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 initially selected for, prequalified for, bid for, submit proposal 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 PDS.

- 4.6 Proposers 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 Proposer shall not be under suspension from submitting Proposals by the Employer as the result of the operation of a Bid Securing Declaration 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 procurement is 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 **ITP 4.8 (a)** above by one 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 Proposer 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.

**5. Eligible
Materials,
Equipment, and
Services**

- 5.1 The materials, equipment and services to be supplied under the Contract 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, Proposers may be required to provide evidence of the origin of materials,

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equipment and services.

B. CONTENTS OF RFP DOCUMENT

6. **Sections of RFP Document**
- 6.1 The RFP Document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with **ITP 8**:
- PART 1 Request for Proposal Procedures**
- Section I - Instructions to Proposers (ITP)
 - Section II - Proposal Data Sheet (PDS)
 - Section III - Evaluation and Qualification Criteria
 - Section IV - Proposal Forms
 - Section V - Eligible Countries
 - Section VI - Fraud and Corruption
- PART 2 Employer's Requirements**
- Section VII - Employer's Requirements
- PART 3 Conditions of Contract and Contract Forms**
- Section VIII - General Conditions
 - Section IX - Particular Conditions
 - Section X - Contract Forms
- 6.2 The Specific Procurement Notice, Notice of Request for Proposals (RFP) issued by the Employer, is not part of this RFP Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Proposal meeting (if any), or Addenda to the RFP Document in accordance with **ITP 8**. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Proposer is expected to examine all instructions, forms, terms, and specifications in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.
7. **Clarification of RFP Document, Site Visit, Pre-Proposal**
- 7.1 A Proposer requiring any clarification of the RFP Document shall contact the Employer in writing at the Employer's address specified in the **PDS** or raise its enquiries during the pre-Proposal meeting if provided for in accordance with **ITP 7.4**. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for

Meeting

submission of Proposals within a period specified **in the PDS**. The Employer shall forward copies of its response to all Proposers who have acquired the RFP Document in accordance with **ITP 6.3**, including a description of the inquiry but without identifying its source. If so specified **in the PDS**, the Employer shall also promptly publish its response at the web page identified **in the PDS**. Should the Employer deem it necessary to amend the RFP Document as a result of a request for clarification, it shall do so following the procedure under **ITP 8**.

- 7.2 The Proposer is advised to visit and examine the Site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Proposer's own expense.
- 7.3 The Proposer 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 Proposer, 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 The Proposer's designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if provided for **in the PDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.
- 7.5 The Proposer 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-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the RFP Document in accordance with **ITP 6.3**. Any modification to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to **ITP 8** and not through the minutes of the pre-Proposal meeting.

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- 8. Amendment of RFP Document**
- 8.1 At any time prior to the deadline for submission of Proposals, the Employer may amend the RFP Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the RFP Document and shall be communicated in writing to all who have obtained the RFP Document from the Employer in accordance with **ITP 6.3**. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with **ITP 7.1**.
- 8.3 To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Employer may, at its discretion, extend the deadline for the submission of Proposals, pursuant to **ITP 23.2**.
- 9. Cost of Proposals**
- 9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Employer will in no case be responsible or liable for those costs.
- 10. Contacting the Employer**
- 10.1 From the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the Proposal, it should do so in writing.
- 10.2 If a Proposer tries to directly influence the Employer or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.
- 11. Language of Proposals**
- 11.1 Unless otherwise specified **in the PDS**, the Proposal prepared by the Proposer and all correspondence and documents related to the Proposal exchanged by the Proposer and the Employer shall be written in the English Language, or, **if the PDS** so provides, in either one of two languages specified there. Any printed literature furnished by the Proposer as part of its Proposal may be in a language not specified **in the PDS**, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

C. PREPARATION OF PROPOSALS

- 12. Documents Comprising the Proposal**
- 12.1 The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (single-stage, two-envelope RFP 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 Proposal".

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12.2 The Technical Part submitted by the Proposer shall comprise the following:

- (a) Letter of Proposal - Technical Part, prepared in accordance with **ITP 13**;
- (b) Security: Proposal Security or Proposal-Securing declaration, in accordance with **ITP 19**;
- (c) Alternative Proposal - Technical Part, if permissible in accordance with **ITP 14**;
- (d) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with **ITP 21.1**;
- (e) documentary evidence that the Proposer is eligible and qualified to perform the contract if its Proposal is accepted;
- (f) method statement, equipment, personnel, and any other information as stipulated in Section IV, Proposal Forms
- (g) documentary evidence in accordance with **ITP 18** that the Works offered by the Proposer conform to the RFP Document;
- (h) Details of any departures in their Technical Part from the RFP documents;
- (i) in the case of a Technical Part submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;
- (j) list of subcontractors, in accordance with **ITP 18.3**; and
- (k) Local Labour Method Statement in accordance with ITP 18.2 (d) and Section IV, Bidding Forms; and any other document required **in the PDS**.

12.3 The Financial Part submitted by the Proposer shall comprise the following:

- (a) **Letter of Proposal - Financial Part:** prepared in accordance with **ITP 13**;
- (b) **Price Schedules:** completed prepared in accordance with **ITP 15** and **ITP 16**;
- (c) **Alternative Proposal – Financial Part:** if permissible in accordance with **ITP 14**;
- (d) **Financial Disclosure:** The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other

party relating to this Proposal; and

(e) **Other:** any other document required **in the PDS**.

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

12.5 The Proposer shall furnish in the Letter of Proposal-Technical Part three names of the 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 Proposer (Letter of Proposal) shall be subject to Bank's No-objection.

**13. Letter of
Proposal, and
Schedules**

13.1 The Proposer shall complete the Letter of Proposal – Technical Part and Letter of Proposal - Financial Part using the relevant forms furnished in Section IV, Proposal Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITP 21.3**. All blank spaces shall be filled in with the information requested.

**14. Alternative
Technical
Proposals**

14.1 Alternative Proposal - Technical Part: the Proposer wishing to offer alternative technical Proposal shall (i) document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the RFP Documents; and (ii) further provide all information necessary for a complete technical evaluation of the alternative by the Employer, including as relevant drawings, design calculations, technical specifications, and proposed construction methodology and other relevant details.

14.2 Alternative Proposal - Financial Part: The Proposer submitting alternative technical Proposal shall provide all information necessary for a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV – Proposal Forms.

14.3 Only the technical alternatives, if any, of the Proposer with the Most Advantageous Proposal conforming to the basic performance and technical criteria specified in the RFP Documents shall be considered by the Employer.

**15. Proposal
Prices**

15.1 Unless otherwise **specified in the PDS**, Proposers shall quote for the entire Works on a "single responsibility" basis such that the total lump sum Proposal price, subject to any adjustments, in accordance with the Contract, covers all the Contractor's

obligations mentioned in or to be reasonably inferred from the RFP Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning (as applicable) of the Works and, where so required by the RFP Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the RFP Document, all in accordance with the requirements of the General Conditions.

- 15.2 Proposers shall give a breakdown of the prices in the manner and detail called for in the Schedule of Priced Activities and Sub-activities included in Section IV, Proposal Forms with further breakdown prices for sub activities, as appropriate. The total of the prices of the items in the Schedule of Priced Activities is the Proposer's offer to complete the works on a "single responsibility" basis. The cost of any items that the Proposer may have omitted is deemed to be included in the price of other items in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.
- 15.3 The prices shall be either fixed or adjustable as specified in the **PDS**.
- 15.4 In the case of **Fixed Price**, prices quoted by the Proposer shall be fixed during the Proposer's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 15.5 In the case of **Adjustable Price**, prices quoted by the Proposer shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor's equipment in accordance with the procedures specified in the corresponding Schedule of Cost Indexation. A Proposal submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Proposers are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Proposal Forms.
- 15.6 If so indicated in **ITP 1.1**, Proposals are being invited for individual lots (contracts) or for any combination of lots (packages). Proposers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Proposal the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.

However, discounts for the award of more than one contract will not be considered for proposal evaluation purpose.

- 15.7 Proposers wishing to offer any unconditional discount shall specify in their Letter of Proposal the offered discounts and the manner in which price discounts will apply.
- 15.8 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 Proposals, shall be included in the Proposal price submitted by the Proposer.
- 16. Proposal Currencies**
- 16.1 The currency (ies) of the Proposal and the currency (ies) of payments shall be the same and shall be as specified **in the PDS**.
- 16.2 Proposers 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 Schedule of Priced Activities and Sub-activities Schedules and shown in the Table of Adjustment Data in the Appendix to the Proposal are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Proposers.
- 17. Documents Establishing the Qualification of the Proposer**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Proposer shall provide the required information including on Sexual Exploitation and Abuse (SEA) / SH disqualification status in the corresponding information sheets included in Section IV, Proposal Forms.
- 17.2 If a margin of preference applies in accordance with **ITP 39.1**, domestic Proposers, 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 **ITP 39.1**.
- 17.3 **Unless** otherwise stated **in the PDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 17.4 Proposers 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 Proposer shall be fully qualified for their parts of the Works.
- 17.5 For the purpose of assessment of qualifications of the Proposer, subcontractor's qualifications shall not be used by the Proposer to qualify for the Works unless their specialized parts of the Works are designated by the Employer **in the PDS** as can be met by subcontractors referred to hereafter as Specialized Subcontractors, in which case, the specific experience of the Specialized

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Subcontractors proposed by the Proposer, as specified in Section III-A, Qualification, may be considered in the assessment of the qualifications of the Proposer. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Proposer for purposes of qualification of the Proposer.

**18. Documents
Establishing
Conformity of
the Works**

- 18.1 Pursuant to **ITP 12.2 (f)**, the Proposer shall furnish, as part of its Proposal documents establishing the conformity to the RFP Documents of the Works that the Proposer proposes to design, and build under the Contract.
- 18.2 The documentary evidence of the conformity of the Works with the RFP documents may be in the form of literature, drawings and data, and shall include:
- (a) the documents specified in Section IV (Proposal Forms) - Technical Proposal;
 - (b) detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer's Requirements; and
 - (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. Proposers shall note that standards for workmanship, materials and equipment designated by the Employer in the RFP Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Proposer may substitute alternative standards, in its technical proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Employer.
 - (d) Unless otherwise specified **in the PDS**, the Proposer shall: (i) allocate not less than 30% of the total labour cost under the contract to the employment of local labour¹; and (ii) submit the Local Labour Method Statement.
- 18.3 The Proposer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of **ITP 4**, and that any Works to be provided by the subcontractor comply with the requirements of **ITP 5** and **ITP 18.1**. The Proposer shall submit its Code of Conduct that meets the requirements setout in Section

¹ Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.



IV-Proposal Forms.

19. Securing the Proposal

- 19.1 The Proposer shall furnish as part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified **in the PDS**, in original form and, in the case of a Proposal Security, in the amount and currency specified **in the PDS**.
- 19.2 A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.
- 19.3 If a Proposal Security is specified pursuant to **ITP 19.1**, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:
- (a) an unconditional guarantee issued by a bank or a 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 indicated **in the PDS**,
- 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 Proposal submission, that a correspondent financial institution is not required.
- 19.4 In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under **ITP 20.2**.
- 19.5 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to **ITP 19.1**, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.6 If a Proposal Security is specified in accordance with **ITP 19.1**, the Proposal Security of the Proposers shall be returned as promptly as possible once the successful Proposer has signed the Contract, furnished the required Performance Security, and if



required **in the PDS**, the Environmental and Social (ES) Performance Security.

19.7 The Proposal Security may be forfeited:

- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
- (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with **ITP 53**; or
 - (ii) furnish a Performance Security and if required **in the PDS**, the Environmental and Social (ES) Performance Security, in accordance with **ITP 54**.

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

19.9 If a Proposal Security is not required **in the PDS**, and:

- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer ; or
- (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with **ITP 53**; or
 - (ii) furnish a performance security and if required **in the PDS**, the Environmental and Social(ES) Performance Security, in accordance with **ITP 54**,

the Employer may, if provided for **in the PDS**, declare the Proposer disqualified to be awarded a contract by the Employer for a period of time as stated **in the PDS**.

**20. Period of
Validity of
Proposals**

20.1 Proposals shall remain valid until the date specified **in the PDS** or any extended date if amended by the Employer in accordance with ITP 8. A Proposal that is not valid until the date specified **in the PDS**, or any extended date if amended by the Employer in accordance with ITP 8, shall be rejected by the Employer as nonresponsive. -

20.2 In exceptional circumstances, prior to the date of expiry of the Proposal validity, the Employer may request that the Proposers

extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Proposer may refuse the request without risking execution of the Proposal-Securing Declaration or forfeiting the Proposal Security. Except as provided in **ITP 20.3**, a Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to ensure that the Proposal Security is extended for a correspondingly longer period, pursuant to **ITP 19.4**.

- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Proposal validity specified in accordance with ITP 20.1, the contract price will be adjusted as specified in **the PDS**. Proposal evaluation will be based on the Proposal prices without taking into consideration the above correction.

**21. Format and
Signing of
Proposal**

- 21.1 The original and all copies of the Proposal, each consisting of the documents listed in **ITP 12**, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing as specified in **the PDS**, and included in the Proposal pursuant to **ITP 12.2(d)**. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.
- 21.2 In case the Proposer is a JV, the Proposal 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.
- 21.3 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- 21.4 The Proposer shall furnish in the Proposal Submission Form (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Proposer be successful.

D. SUBMISSION OF PROPOSALS

**22. Submission,
Sealing and
Marking of**

- 22.1 Unless the **PDS** states that Proposals are to be submitted electronically the following procedures shall apply.
- (a) The Proposer shall deliver the Proposal in two separate,

Proposals

sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked "Proposal - Original".

- (b) In addition, the Proposer shall prepare copies of the Proposal, in the number specified **in the PDS**. 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 Proposer shall place both of these envelopes in a separate, sealed outer envelope marked "Proposal - Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.
- (c) If alternative Proposals are permitted in accordance with **ITP 14**, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked "Alternative Proposal – Technical Part" and the Financial Part shall be placed in a sealed envelope marked "Alternative Proposal – Financial Part" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "Alternative Proposal – Original", the copies of the alternative Proposal will be placed in separate sealed envelopes marked "Alternative Proposal – Copies Of Technical Part", and "Alternative Proposal – Copies Of Financial Part" and enclosed in a separate sealed outer envelope marked "Alternative Proposal - Copies"

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Proposer;
- (b) be addressed to the Employer, at the address given **in the PDS for ITP 23.1**; and
- (c) bear the Contract(s) name, the Invitation for Proposals (RFP) title and number, as specified **in the PDS for ITP 1.1**, and the statement "Do Not Open Before [time and date]," to be completed with the time and date specified **in the PDS for ITP 19.1**.

22.3 If the outer envelope is not sealed and marked as required by **ITP 22.1** and **ITP 22.2**, the Employer will assume no responsibility for the Proposal's misplacement or premature opening.

23. Deadline for Submission of

23.1 Proposals must be received by the Employer at the address specified, and no later than the time and date specified, **in the**



- Proposals** **PDS.** Proposers have the option of submitting their Proposals electronically if specified **in the PDS.**
- 23.2 The Employer may, at its discretion, extend the deadline for submission of Proposals by amending the RFP Documents in accordance with **ITP 8.3**, in which case all rights and obligations of the Employer and Proposers will thereafter be subject to the deadline as extended.
- 24. Late Proposals** 24.1 The Employer shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with **ITP 23**. Any Proposal received by the Employer after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.
- 25. Withdrawal, Substitution, and Modification of Proposals** 25.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of Proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with **ITP 21.1**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with **ITP 21** and **ITP 22** (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked , (“Technical Part” and/or “Financial Part”)” “Modification (“Technical Part” and/or “Financial Part”),” and
 - (b) received by the Employer prior to the deadline prescribed for submission of Proposals, in accordance with **ITP 23**.

E. OPENING OF TECHNICAL PARTS OF PROPOSALS

- 26. Opening of Technical Part by Employer** 26.1 Except as in the cases specified in **ITP 24** and **ITP 25**, the Employer shall conduct the Technical part opening in public, in the presence of Proposers’ designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the PDS**. Any specific electronic Proposal opening procedures, if permitted, shall be as specified **in the PDS**.
- 26.2 First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at

Proposal opening.

- 26.3 Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Technical Part being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 26.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening.
- 26.5 Next, all other envelopes marked "Technical Part" shall be opened one at a time. All envelopes marked "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 of the Proposals. On opening the Technical Part envelopes, the Employer shall read out: the name of the Proposer and whether there is a modification; the presence or absence of a Proposal security or a Proposal-Securing Declaration; and other details as the Employer, at its discretion, may consider appropriate.
- 26.6 Only Technical Parts of Proposals and Alternative Proposal - Technical Parts that are opened and read out at Proposal opening shall be considered further. At the Proposal opening the Employer shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with **ITP 24.1**).
- 26.7 The Employer shall prepare a record of the Technical Parts of public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification. The Proposers' representatives who are present shall be requested to sign the record. The omission of a Proposer'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 Proposers who submitted Proposals in time, and posted online when electronic procurement is permitted.

F. EVALUATION OF PROPOSALS – GENERAL PROVISIONS

- 27. Confidentiality** 27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the notification of



evaluation of the Technical Part in accordance with **ITP 33**.

27.2 Information relating to the evaluation of the Financial Part and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the Notification of Intention to Award the Contract is transmitted to all Proposers in accordance with **ITP 49**.

27.3 Any effort by a Proposer to influence the Employer in the evaluation of the Proposals may result in the rejection of its Proposal.

27.4 Notwithstanding **ITP 27.1 and ITP 27.2**, from the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the RFP process, it should do so in writing.

28. Clarification of Proposals

28.1 To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Employer may, at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer 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.

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

29. Deviations, Reservations, and Omissions

29.1 During the evaluation of Proposals, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the RFP document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP document.

G. EVALUATION OF TECHNICAL PARTS OF PROPOSALS

30. Determination of Responsiveness of Technical

30.1 The Employer will examine the Technical Parts, including any alternatives submitted by Proposers, to determine whether they are complete, have been properly signed, and are generally in order.



- Parts**
- 30.2 The Employer's determination of a Technical Part's substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that materially conforms to the requirements of the RFP 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 RFP Document, the Employer's rights or the Proposer's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals.
- 30.3 Provided that a Technical Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Proposal.
- 30.4 Provided that a Proposal is substantially responsive, the Employer may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements...
- 31. Evaluation of Technical Proposals**
- 31.1 The Employer's evaluation of technical proposals will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 31.2 The scores and weightings to be given to Rated Criteria (including technical and non-price factors and sub factors) are specified **in the PDS**.
- 32. Evaluation of Proposer's Qualification**
- 32.1 The Employer shall determine to its satisfaction whether the Proposers that have been assessed to have submitted substantially responsive Bids are eligible, and meet the qualifying criteria specified in Section III- Evaluation and Qualification Criteria. 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.
- 32.2 Prior to Contract award, the Employer will verify that the



successful Proposer (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 Proposer. If any proposed subcontractor does not meet the requirement, the Employer will require the Proposer to propose a replacement subcontractor.

- 32.3 Only Proposals that are both substantially responsive to the RFP document and are qualified shall have their envelopes marked "FINANCIAL PART" opened at the second public opening.

**33. Notification of
evaluation of
Technical Parts**

- 33.1 Following the completion of the evaluation of the Technical Parts of Proposals, the Employer shall make the following notifications:

- (a) Notify in writing those Proposers whose Proposals were considered substantially non-responsive to the requirements in the RFP, advising them of the following information:
 - (i) the grounds on which their Technical Part has been considered to be non-responsive;
 - (ii) their envelope marked "Financial Part" will be returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract;
- (b) simultaneously, notify in writing those Proposers whose Proposals were considered substantially responsive to the requirements in the RFP, advising them that their Proposal has been evaluated as substantially responsive to the RFP; and
- (c) notify all Proposers in accordance with the one of following two options:
 - (i) Option 1: when **BAFO or negotiations is not to be applied**, the date, time and location of the public opening of the envelopes marked 'Financial Part', or;
 - (ii) Option 2: when BAFO or negotiations apply as specified **in the PDS ITP 44 and ITP 46** respectively, that: (i) the envelopes marked 'Financial Part' will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and

the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

H. OPENING OF FINANCIAL PARTS

- 34. Public Opening of Financial Parts when BAFO or negotiations do not apply**
- 34.1 When BAFO or negotiations do not apply as specified **in the PDS**, the Financial Parts will be opened in public by the Employer in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITP 44.1. 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 ITP 55.1. Each envelope marked "Financial Part" shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Proposer, the technical score, the total Proposal prices, per lot (contract) if applicable, including any discounts, the presence or absence of a Proposal Security or Proposal-Securing Declaration, if required and any other details as the Employer may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by representatives of the Employer attending the public opening in the manner specified **in the PDS**.
- 34.2 The Employer shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices, per lot (contract) if applicable, including any discounts.
- 34.3 The Proposers whose envelopes marked "Financial Part" have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Proposer'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 Proposers.
- 35. Opening of Financial Parts when BAFO or negotiations**
- 35.1 When, **as specified in the PDS**, BAFO or negotiations apply the Financial Parts will not be opened in public, and will be opened in the presence of a Probity Assurance Provider appointed by the

apply

Employer.

- 35.2 At the opening each of the envelopes marked "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 record the names of each Proposer, and the total Proposal prices and any other details as the Employer may consider appropriate. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by representatives of the Employer attending the public opening and by the Probity Assurance Provider.
- 35.3 The Employer shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices including any discounts. And
 - (c) the Probity Assurance Provider's report of the opening of the Financial Part.
- 35.4 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked 'Financial Part' and the record of the opening shall be kept in safe custody by the Employer and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.

I. EVALUATION OF FINANCIAL PART

36. Nonmaterial Nonconformities

- 36.1 Provided that a Proposal is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal 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 Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Employer shall use its best estimate.

37. Arithmetic Correction

- 37.1 The Employer shall correct arithmetical errors on the following basis:
- (a) **Schedule of Priced Sub-activities:** where there are errors between the total of the amounts given under the column for Sub-activity Price and the amount given under the total

for the Sub-activity, the former shall prevail and the latter will be corrected accordingly;

- (b) **Schedule of Priced Activities:** where there are errors between the total of the amounts given under the column for the Activity Price and the amount given under the total price of Activities, the former shall prevail and the latter will be corrected accordingly;
- (c) where there are errors between the total of the amounts in the Schedule of **Priced Sub-activities** and the corresponding amount in the Schedule of **Priced Activities**, the former shall prevail and the latter will be corrected accordingly;
- (d) **Grand Summary:** where there are errors between the total price of Activities in the Schedule of **Priced Activities** and the amount given in **Grand Summary**, the former shall prevail and the latter will be corrected accordingly; and
- (e) 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) to (d) above.

37.2 A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with **ITP 37.1** shall result in the rejection of the Proposal.

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|---|---|
| 38. Conversion to Single Currency | 38.1 For evaluation and comparison purposes, the currency (ies) of the Proposal shall be converted into a single currency as specified in the PDS . |
| 39. Margin of Preference | 39.1 Unless otherwise specified in the PDS , a margin of preference for domestic Proposers ² shall not apply. |
| 40. Evaluation Process Financial Parts | <p>40.1 To evaluate each Proposal's Financial Part, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the Proposal price, excluding provisional sums and the provision, if any, for contingencies in the Schedule of |

² An individual firm is considered a domestic Proposer 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 more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Proposer 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.



- Priced Activities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with **ITP 37.1**;
 - (c) price adjustment due to discounts offered in accordance with **ITP 15.7**;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITP 36.1**;
 - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITP 38.1**; and
 - (f) any additional evaluation factors indicated **in the PDS** and detailed in Section III, Evaluation and Qualification Criteria.
- 40.2 If price adjustment is allowed in accordance with **ITP 15.5**, 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 Proposal evaluation.
- 40.3 If this RFP allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Proposal using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot, or slice shall not be considered for proposal evaluation.**
- 41. Abnormally Low Proposals**
- 41.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.
 - 41.2 In the event of identification of a potentially Abnormally Low Proposal, the Employer shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal 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 RFP Document.
 - 41.3 After evaluation of the price analyses, in the event that the Employer determines that the Proposer has failed to demonstrate its capability to perform the Contract for the offered Proposal Price, the Employer shall reject the Proposal.
- 42. Unbalanced or**
- 42.1 If the Proposal that is evaluated as the lowest evaluated cost is,

Front Loaded Proposals

in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Proposer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal prices with the scope of the Works, proposed methodology, schedule and any other requirements of the RFP Document.

42.2 After the evaluation of the information and detailed price analyses presented by the Proposer, the Employer may:

- (a) accept the Proposal, or
- (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or
- (c) reject the Proposal.

J. EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PART**43. Evaluation of Combined Technical and Financial Proposals**

43.1 The Employer's evaluation of responsive Proposals 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 PDS. The Employer will rank the proposals based on the evaluated proposal score (B).

44. Best and Final Offer (BAFO)

44.1 After completion of the combined technical and financial evaluation of proposals, if **specified in the PDS**, the Employer may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be **specified in the PDS**. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the RFP Document. Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.

44.2 BAFO will apply a two envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.

45. Most Advantageous Proposal (MAP)

45.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:

- (a) substantially responsive to the RFP; and
- (b) the best evaluated Proposal i.e. the highest scoring Proposal,

in the combined technical and financial evaluation.

- 46. Negotiations**
- 46.1 If specified **in the PDS**, the Employer may conduct negotiations following the evaluation of Proposals and before the final contract award. The procedure of the negotiations will be **specified in the PDS**.
- 46.2 Negotiations shall be held in the presence of Probity Assurance Provider appointed by the Employer.
- 46.3 Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.
- 46.4 The Employer may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Employer may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
- 47. Employer's Right to Accept Any Proposal, and to Reject Any or All Proposals**
- 47.1 The Employer reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities shall be promptly returned to the Proposers.
- 48. Standstill Period**
- 48.1 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 **ITP 52**. The Standstill Period commences the day after the date the Employer has transmitted to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 49. Notification of Intention to Award**
- 49.1 The Employer shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Proposer submitting the successful Proposal;
 - (b) the Contract price of the successful Proposal;
 - (c) the total combined score of the successful Proposal;
 - (d) the names of all Proposers who submitted Proposals, and

their Proposal prices as readout and as evaluated prices and technical score;

- (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notice is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing or submit a complaint during the standstill period.

K. AWARD OF CONTRACT

50. Award Criteria

50.1 Subject to **ITP 47.1**, the Employer shall award the Contract to the Proposer with the Most Advantageous Proposal, provided that the Proposer is determined to be eligible and qualified to perform the Contract satisfactorily.

51. Notification of Award

51.1 Prior to the date of expiry of the Proposal validity, and upon expiry of the Standstill Period, specified in **ITP 48.1** or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Proposer, in writing, that its Proposal 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").

51.2 Within ten (10) Business days from the 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 Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;
- (d) name of Proposers whose Proposals were rejected and the reasons for their rejection;
- (e) the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Proposer's Beneficial Ownership Disclosure Form.

51.3 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.

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

52. Debriefing by the Employer

- 52.1 On receipt of the Borrower's Notification of Intention to Award referred to in **ITP 49**, an unsuccessful Proposer 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 Proposers whose request is received within this deadline.
- 52.2 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 Proposers of the extended standstill period.
- 52.3 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.
- 52.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear their own costs of attending such a debriefing meeting.

53. Signing of Contract

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

54. Performance

- 54.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Proposer shall

Security

furnish the Performance Security and if required **in the PDS**, the Environmental and Social (ES) Performance Security, in accordance with the General Conditions, subject to **ITP 42.2 (b)**, using 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 Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer 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.

- 54.2 Failure of the successful Proposer to submit the above-mentioned Performance Security and if required **in the PDS**, 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 Proposal security. In that event the Employer may award the Contract to the Proposer with the next Most Advantageous Proposal.

**55. Procurement
Related
Complaint**

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

SECTION II - PROPOSAL DATA SHEET (PDS)

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

ITP Reference	A. General
ITP 1.1	The reference number of the Request for Proposals is: CWSIP/W-1: Lot-1 and Lot-2 The Employer is: Chattogram Water Supply and Sewerage Authority The name of the RFP is: Construction, Design, Supply, Installation, Testing & Commissioning for System Improvement and DMA Formation The number and identification of lots (contracts) comprising this RFP is: 02 lots Lot-1: Design, Construction, Supply, Installation, Testing & Commissioning for System Improvement and DMA Formation of MOHARA Water Supply System; Lot-2: Design, Construction, Supply, Installation, Testing & Commissioning for System Improvement and DMA Formation of Modunaghat and Kalurghat Water Supply System. The Proposers may submit their Proposals for any one of the two lots or both lots. The evaluation of Proposals and contract award will be done lot-wise. For award of both lots, the proposer shall meet the aggregate qualification requirements as defined in Section III.
ITP 2.1	The Borrower is: Peoples' Republic of Bangladesh
ITP 2.1	Loan or Financing Agreement amount: JPY21.345 billion (US\$140 million equivalent) and SDR105.2 million (US\$140 million equivalent) The name of the Project is: Chattogram Water Supply Improvement Project (CWSIP)
ITP 1.3 (a)	Electronic – Procurement System: Not Applicable
ITP 4.1	Maximum number of members in the JV shall be: 03 (Three)



ITP 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
ITP 4.10	National debarment/Sanctions will not apply
B. RFP Document	
ITP 7.1	For Clarification of Proposal purposes only, the Employer's address is: Chattogram Water Supply and Sewerage Authority (CWASA) Attention: Md. Rejaul Ahsan Chowdhury, Project Director, Chattogram Water Supply Improvement Project (CWSIP) Address: Chattogram Water Supply and Sewerage Authority (CWASA), WASA Bhaban, Dampara Floor/ Room number : 1st Floor City: Chattogram ZIP Code: 4203 Country: People's Republic of Bangladesh Electronic mail address: rejaulahsan87@gmail.com Requests for clarification should be received by the Employer no later than: Twenty-one (21) days prior to the deadline for submission of the Proposals.
ITP 7.1	Web page: CWASA Website: http://www.ctg-wasa.org.bd
ITP 7.4	A Pre-Proposal meeting will take place at the following date, time and place: Date: August 11 , 2026 Time: 10:30 A.M. Local Bangladesh Time (GMT + 6 Hrs) Place: Board Room (2nd Floor), Chattogram WASA Bhaban, Dampara, Chattogram. The Pre-Proposal meeting will also be connected virtually through live video conference, for which the electronic connection link will be sent by the Employer at least seven (7) calendar days before the said meeting through email to all the Proposers who have acquired the RFP Document and who may choose to attend through video conference. A site visit conducted by the Employer shall be organized. Date: August 12, 2026 Time: 10:30 A.M. Local Bangladesh Time (GMT + 6 Hrs) strating at Chattogram WASA, WASA Office Building, Dampara, Chattogram.

C. Preparation of Proposals

ITP 11.1	The language of the Proposal is: English. All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English. Note: Supporting documents and printed literature translated into English Language from an original in another language must be certified by a Sworn or Notarized Translator.
ITP 12.2(k)	The Proposer shall submit as part of its Technical Part the following additional documents: i. Code of Conduct for Contractor's Personnel (ES); The Proposer shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.16 of the General Conditions), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Proposer 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 Proposer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. ii. The following ES Management Strategy and Implementation Plans (MSIPs): a. Traffic Management Plan (TMP) b. Community Health & Safety Plan (CHSP) including trench safety, barriers, night safety, and emergency response c. Occupational Health & Safety Plan (OHS Plan) d. Waste and Spoil Management Plan e. Hazardous materials & fuel/oil management f. Utility strike prevention plan (survey, permits, trial pits, coordination protocol, rapid restoration) g. Sexual Exploitation and Abuse (SEA) prevention and response action plan h. Air quality management plan. iii. The Method Statement, Risk Assessment and Management Plans to be submitted by the Proposer shall also be required to include method statement, management strategies, implementation plans and innovations to manage Cyber Security Risks assessed to present potential or actual cyber security risks. iv. In the event of a Joint Venture (JV), an Intended JV Agreement, duly initialed and signed by all Parties to the JV, must explicitly explain, among other provisions, the areas of specialization and the respective



	roles of each member. Additionally, it should stipulate that all members are jointly and severally liable. v. Copies of Completion Certificates for successful project implementation for each reference project, demonstrating specific experience, as well as employer's name and contact person information (<i>name, position, official email, telephone and website</i>). In case of references involving more than one party (e.g. in a JV), the detail of the scope handled by the relevant party shall be clearly stated. vi. A submission of the Manufacturer's Recommended Spare Parts list with their respective unit prices, is required to cover a five-year operational period. These unit prices of Manufacturer's recommended spare parts are requested solely for record-keeping purposes. vii. Filled in Technical Specification form as enclosed in Volume-2A and 2B. viii. The receipt for the purchase of the RFP document.
ITP 12.3 (e)	The Proposer shall submit with its Proposal the following additional documents: None
ITP 14.1	Alternative Proposals shall not be considered.
ITP 15.1	The Proposers shall quote for the entire works on a single responsibility basis
ITP 15.3	The prices quoted by the Proposer shall be subject to adjustment during the performance of the Contract.
ITP 16.1	The currency(ies) of the Proposal and the payment currency(ies) shall be in accordance with following requirements: Alternative B (Proposers allowed to quote in local and foreign currencies): The prices shall be quoted by the Proposer in the Schedule of Priced Activities and Sub-activities separately in the following currencies: (i) for those inputs to the Works that the Proposer expects to supply from within the Employer's country, in Bangladesh Taka (BDT), and further referred to as "the local currency"; and (ii) for those inputs to the Works that the Proposer expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in up to any three foreign currencies.
ITP 17.3	At this time the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITP 17.4	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of total contract amount. (b) Proposers proposing to subcontract shall specify in Section IV- Proposal Forms, the activity(ies) or parts of the Works to be subcontracted along with

	complete details of the subcontractors and their qualifications.
ITP 17.5	The parts of the Works for which the Employer permits Proposers to propose Specialized Subcontractors are designated as follows: a. Hydraulic Design of water supply network b. Detail design of Pump-station c. Establishment and Implementation of DMAs
ITP 18.2 (d)	ITP 18.2 (d) applies.
ITP 19	A Proposal Security shall be required. A Proposal-Securing Declaration shall not be required. The amount and currency of the Proposal Security shall be: • Lot 1: USD 700,000 or BDT 85 million or equivalent in any freely convertible currency; • Lot 2: USD 1,100,000 or BDT 134 million or and or equivalent in any freely convertible currency
ITP 19.3 (d)	Other types of acceptable securities: None
ITP 20.1	The Proposal shall be valid until May 29, 2027
ITP 20.3	The Proposal price shall be adjusted by the following factor(s): Not Applicable
ITP 21.1	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: a) Power of Attorney issued by the legal representative of the Proposer authorizing a person who signs all Proposal Documents, represents the Proposer for all subsequent communications with the Employer in relation to the Proposal, and act on behalf of the Proposer in contract negotiation with the Employer if the Proposer is notified as the successful Proposer indicating his/her name, title and specimen of signature. b) In case of a JV, the Power of Attorney, as indicated above that was issued respectively by each partner of the JV.
D. Submission of Proposals	
ITP 22.1(b)	In addition to the original of the Proposal, the number of copies is: Three (3) paper copies and one (1) electronic copy in PDF format in a CD or DVD or Flash Disk with <u>copying provision</u>. In the event of any discrepancy between the original Proposal (paper based) and electronic copy of the Proposal, the original (paper based) Proposal shall

	prevail.
ITP 23.1	For Proposal submission purposes only, the Employer's address is : Attention: Md. Rejaul Ahsan Chowdhury, Project Director, Chattogram Water Supply Improvement Project (CWSIP) Address: Chattogram Water Supply and Sewerage Authority (CWASA), WASA Bhaban, Dampara Floor/ Room number : 1st Floor City: Chattogram ZIP Code: 4203 Country: People's Republic of Bangladesh Electronic mail address: <u>rejaulahsan87@gmail.com</u> The deadline for Proposal submission is: Date: September 29 , 2026 Time: 14.00 Hours, Local Bangladesh Time (GMT+6Hrs)
ITP 23.1	Proposers shall not have the option of submitting their Proposals electronically.
E. Opening of Technical Parts of Proposals	
ITP 26.1	The Proposal opening shall take place at: Street Address: WASA Bhaban, Dampara, Chattogram Floor/Room number: Board Room (2nd Floor), Chattogram WASA City: Chattogram Country: Bangladesh Date: September 29 , 2026 Time: 14.15 Hours, Local Bangladesh Time (GMT+6Hrs) The Proposal opening meeting will also be connected virtually through live video conference, for which the electronic connection link will be sent by the Employer at least seven (7) calendar days before the said meeting through email to all the Proposers who have acquired the RFP Document and who may choose to attend through video conference.
ITP 26.1	The electronic Proposal opening procedures shall be: Not Applicable.

G. Evaluation of Technical Parts of Proposals

ITP 31.2	The weighting to be given for Rated Criteria (including technical and non-price factors) is: 50% The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight in % are specified in Section-III (Evaluation and Qualification Criteria), sub-section A-2 (Evaluation of Technical Part (ITB31))
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H. Opening of Financial Parts

ITP 34.1	The Letter of Proposal and Price Schedules shall be initialed by 03 (Three) representatives of the Employer conducting Proposal opening. Each Proposal shall be numbered and any modification to the unit or total price shall be initialed by the 03 (three) representatives of the Employer
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I. Evaluation of Financial Part

ITP 38.1	The currency that shall be used for Proposal evaluation and comparison purposes to convert, at the selling exchange rate, all Proposal prices expressed in various currencies into a single currency is: Bangladesh Taka. The source of exchange rate shall be: The Bangladesh Bank (the Central Bank of Bangladesh) in their following website: http://www.bb.org.bd/econdata/exchangerate.php The applicable exchange rate shall be the latest selling rate available in the above website (or otherwise determined in accordance with the instruction given in the above website) on the day mentioned below; The date for the exchange rate shall be the deadline for submission of Proposals. The currency(ies) of the Proposal shall be converted into a single currency in accordance with the procedure as follows: The Employer will convert the amounts in various currencies in which the Proposal Price, corrected pursuant to ITP 37.1, 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.
ITP 39.1	A margin of domestic preference shall not apply.
ITP 40.1 (f)	The adjustments shall be determined using the following criteria as detailed in Section III:

	(a) Deviation in Time Schedule: No (b) Life cycle costs: No
J. Evaluation of Combined Technical and Financial Part	
ITP 43.1	The weight to be given for cost is: 0.5 (zero point five)
ITP 44.1	BAFO does not apply
ITP 46.1	Negotiation does not apply
K. Award of Contract	
ITP 54.1 and 54.2	The successful Proposer shall be required to submit an Environmental and Social (ES) Performance Security
ITP 55.1	The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers (Annex III)</u>.” If a Proposer wishes to make a Procurement-related Complaint, the Proposer 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. Rejaul Ahsan Chowdhury Title/position: Project Director Employer: Chattogram Water Supply and Sewerage Authority Email address: rejaulahsan87@gmail.com A copy of the complaint can be sent for the Bank’s information and monitoring to: pprocurementcomplaints@worldbank.org In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of this RFP document; 2. the Employer’s decision to exclude a Proposer 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

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Section III - Evaluation and Qualification Criteria *(Without Initial Selection)*

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

Wherever a Proposer is required to state a monetary amount, Proposers 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 ITP 38.1. Any error in determining the exchange rates in the Proposal may be corrected by the Employer.



A. Technical Part

A-1.1 Qualification

A-1.1.1 Eligibility

No.	Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
	Subject	Requirement		All Members Combined	Each Member	One Member	
1.1	Nationality	Nationality in accordance with ITP 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITP 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Proposal - Technical Part
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITP 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Proposal - Technical Part
1.4	State- owned Enterprise or Institution of the Borrower country	Meets conditions of ITP 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Applicant's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITP 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

A-1.1.2 Historical Contract Non-Performance

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor's default since 1 st January 2021.	Must meet requirements	Must meet requirement ³	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid or Proposal Securing Declaration by the Employer	Not under suspension based on execution of Bid or Proposal Securing Declaration pursuant to ITP 4.7 and ITP 19.9.	Must meet requirement	Must meet requirement	N/A	Letter of Proposal - Technical Part
2.3	Pending Litigation	Applicant'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 Proposer	N/A	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 Proposer have been exhausted.

² This requirement also applies to contracts executed by the Proposer as JV member.

³ The Proposer shall provide accurate information on the related Application 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 Proposer or any member of a joint venture may result in rejection of the Application.

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Proposer ⁴ since 1 st January 2021.	Must meet requirement	Must meet requirement	N/A	Form CON – 2
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 related to the non-compliance of any environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years. ⁵	N/A	Each must make the declaration. Where there is Specialized Sub-contractor/s such Specialized Sub-contractor/s must 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	N/A	Must meet requirement (including each subcontractor proposed by the Proposer)	N/A	Letter of Proposal - Technical Part, Form CON-4
		If the Proposer had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Proposer shall either (i) provide	N/A	Must meet requirement (including each	N/A	Letter of Proposal - Technical Part, Form CON-4

⁴ The Employer may use this information to seek further information or clarifications during the request for proposal stage and the associated due diligence.

⁵ Substantial completion shall be based on 80% or more of the contract completed.

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
		evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment for another Bank financed works contract.		subcontractor proposed by the Proposer)		

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A-1.1.3 Financial Situation and Performance

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
3.1	Financial Capabilities	(i) The Applicant 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 cash flow requirements estimated as • Lot 1 – USD 5 million; • Lot 2 – USD 8 million; for the subject contract(s) net of the Applicants' other commitments.	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to	Must meet requirement	Must meet requirement	N/A	

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
		the Employer, for the last 05 (five) years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.				
3.2	Average Annual Turnover	Minimum average annual construction turnover calculated as total certified payments received for contracts in progress and/or completed within the last 05 (five) years, divided by 05 (five) years. Lot 1 – USD 38.0 million; Lot 2 – USD 63.0 million;	Must meet requirement	Must meet [25] , [Twenty five] % of the requirement	Must meet [40] , [Forty] % of the requirement	Form FTN – 3.2

A-1.1.1.4 Experience

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
4.1	General Experience	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last ten (10) years, starting 1st January 2016.	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Experience	A minimum number of similar contracts specified below that have been satisfactorily and substantially ⁶ completed as a prime contractor, joint venture member ⁷ , management contractor or subcontractor between 1 st January 2016 and Proposal submission deadline: <u>Lot-1</u> <u>Option 1</u> A minimum No. of 01 (One) Design-build/Build only Contract of Supplying, Laying, Testing and	Must meet requirement ⁸	N/A	N/A	Form EXP 4.2

⁶ For contracts under which the Proposer participated as a joint venture member or sub-contractor, only the Proposer's role and responsibilities 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 a member contributing to meeting the requirement 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 members, each of value equal or more than the minimum value required, shall be aggregated.

⁸ The proposer shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
		Commissioning of Water Supply Network facilities comprising of Ductile Iron & HDPE Pipelines and Establishment and Implementation of DMAs, which includes minimum of 20,000 Nos. Customer Connection replacements using HDPE Pipes & Fittings, conducting repair, control, and maintenance works, and Active Water Leak Reduction Activities which has effectively lower the Non-Revenue Water more than 50% from the baseline with minimum value of USD 54 million. <u>Option 2</u> (a) A minimum No. of 01 (One) Design-build/Build only Contract of Supplying, Laying, Testing and Commissioning of Water Supply Network facilities comprising of Ductile Iron & HDPE Pipelines with minimum value of USD 54 million b) Establishment and Implementation of DMAs, which includes minimum of 20,000 Nos. Customer Connection replacements using HDPE Pipes & Fittings, conducting repair, control, and maintenance works, and Active				

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
	Requirement Water Leak Reduction Activities which has effectively lower the Non-Revenue Water more than 50% from the baseline with minimum value of USD 10 million. Note: The requirement (b) could be met by specialized subcontractor/sub-consultant. In addition to above, either Option 1 or 2, the Proposer shall meet the following criteria: (ii) A minimum Number of 01 (one) Design-build/Build only contract for Construction of Pump station of 20 MLD together with RCC Reservoir of minimum capacities of 10,000m³ ; iii) A minimum design experience, using the above or other contracts, shall be demonstrated for the following key activities as follows: • 01 (One) contract with both of the following features of a) and b) or • 01 (One) contract with feature a) and another contract with					

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
		feature (b) minimum totaling \$3 million a) Hydraulic Design of water supply network with Minimum of 300 km of Transmission/Distribution Pipelines and Design & creation of minimum 30 Nos. DMA's in a water distribution system. b) Detail design of Pumpstation of minimum capacity of 20 Million Liter per day (MLD) and Reservoir of minimum capacity of 10,000 m³. Note: The requirement (ii) and (iii) above could be met by specialized subcontractor/subconsultant <u>Lot-2</u> <u>Option 1</u> A minimum No. of 01 (One) Design-build/Build only Contract of Supplying, Laying, Testing and Commissioning of Water Supply Network facilities comprising of Ductile Iron & HDPE Pipelines and Establishment and Implementation of DMAs, which includes minimum of				

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
		20,000 Nos. Customer Connection replacements using HDPE Pipes & Fittings, conducting repair, control, and maintenance works, and Active Water Leak Reduction Activities which has effectively lower the Non-Revenue Water more than 50% from the baseline with minimum value of USD 88 million. Option 2 (a) A minimum No. of 01 (One) Design-build/Build only Contract of Supplying, Laying, Testing and Commissioning of Water Supply Network facilities comprising of Ductile Iron & HDPE Pipelines with minimum value of USD 88 million (b) Establishment and Implementation of DMAs, which includes minimum of 20,000 Nos. Customer Connection replacements using HDPE Pipes & Fittings, conducting repair, control, and maintenance works, and Active Water Leak Reduction Activities which has effectively lower the Non-Revenue Water more than 50% from the baseline with minimum value of				

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation Submission Requirements
No.	Subject		All Members Combined	Each Member	One Member	
	Requirement USD 10 million. Note: The requirement (b) could be met by specialized subcontractor/sub-consultant. In addition to above, either Option 1 or 2, the Proposer shall meet the following criteria: (ii) A minimum Number of 01 (one) Design-build/Build only contract for Construction of Pump station of 20 MLD together with RCC Reservoir of minimum capacities of 10,000m³ ; iii) A minimum design experience, using the above or other contracts, shall be demonstrated for the following key activities as follows: • 01 (One) contract with both of the following features of a) and b) or • 01 (One) contract with feature a) and another contract with feature (b) minimum totaling \$4 million a) Hydraulic Design of water supply					

Criteria		Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject		All Members Combined	Each Member	One Member	
		network with Minimum of 300 km of Transmission/Distribution Pipelines and Design & creation of minimum 30 Nos. DMA's in a water distribution system. b) Detail design of Pumpstation of minimum capacity of 20 Million Liter per day (MLD) and Reservoir of minimum capacity of 10,000 m³. Note: The requirement (ii) and (iii) above could be met by specialized subcontractor/subconsultant				
4.2 (b)	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 2015 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: Implementation of environmental and social management plan during construction phase.	Must meet requirement	N/A	N/A	Form EXP – 4.2 (b)

A-1.2 Contractor's Representative and Key Personnel

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

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

For Lot 1 and Lot 2:

Item No	Position / Specialization	Relevant Academic Qualifications	Experience
Applicable for Both Design and Construction			
1.	Contractor's Representative (01)	Bachelor Degree in Civil / Electrical / Mechanical Engineering from recognized Technical / Engineering University.	General experience: Minimum 20 (Twenty) years of professional experience in water supply projects, with a minimum 10 years as Project Manager of construction projects Specific Experience: Working as a Contractor's Representative At least 02 (Two) construction projects of water supply pipelines, water retaining structures and related activities.
2.	Cyber Security Expert (01)	Bachelor degree (or equivalent) in Computer Science and Engineering/ Information Systems/ Information Technology or related field from recognized University.	General experience: Minimum of 15 (Fifteen) years professional experience as an IT / Software Engineer. Specific Experience: Minimum 08 (Eight) years of experience as a Cyber Security Expert having experience in Cyber Security risk assessments on present potential or actual cyber security risks and knowledge in relevant Cyber Security Standards.
3.	Sexual Exploitation, Abuse and Harassment Expert (01)	Bachelor Degree in Social Science/related field from recognized University.	General experience: Minimum of 15 (Fifteen) years of professional experience as Social Expert Specific Experience: Minimum 08 (Eight) years of

			experience as a Sexual Exploitation, Abuse and Harassment Expert of Infrastructure Development Construction Project in a developing country with experience of monitoring and managing risks related to gender-based violence and relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment.
Key Personnel for Design			
1.	Lead Design Manager (01)	Bachelor degree in Civil / Engineering from recognized University.	General experience: Minimum 20 (Twenty) years of professional experience in water supply projects, with a minimum 10 years as Design Engineer of water supply projects Specific Experience: Working as a Lead Design Manager / Team Leader for at least 02 (Two) Projects in design of a Water Treatment Plant/ Water Supply Network/Pump station etc.
2.	Water Pipeline Network & Hydraulics Design Engineer (01)	Bachelor Degree in Civil Engineering / Mechanical / Hydraulics Engineering from recognized University.	General experience: Minimum 20 (Twenty) years of professional experience in water supply projects, with minimum 10 years as Water Pipeline Network/ Hydraulic Engineer of water supply projects. Specific Experience: Working as a Water Pipeline Network/ Hydraulics Engineer for at least 02 (Two) Projects for design of Water Supply Network with NRW reduction activities including DMA design and pressure management modeling.
3.	Environmental Specialist (01)	Bachelor Degree in Environmental Engineering/Science	General experience: Minimum 10 (Ten) years of professional experience in assessment and management of environmental risk in development project. Specific Experience: Minimum 08 (Eight) years of experience in assessment and

			management of environmental risk in Infrastructure Design / Construction Project.
4.	Social Impact Assessment Specialist (01)	Masters Degree in Social Sciences	General experience: Minimum 10 (Ten) years of professional experience as Social Impact Assessment Specialist Specific Experience: Minimum 08 (Eight) years of experience as a Social Impact Assessment Specialist of Infrastructure Design/Construction Project.
5.	Health and Safety Specialist (01)	Bachelor degree in Engineering with Diploma in Occupational Safety & Health Certificate from a recognized Institution.	General experience: Minimum 15 (Fifteen) years of professional experience in managing health and safety of development projects. Specific Experience: Minimum 08 (Eight) years of experience in managing Health and Safety of Infrastructure Construction Project.
Key Personnel for Construction			
1.	Construction Manager (Overall Construction Management) (01)	Bachelor Degree in Civil Engineering	General experience: Minimum 20 (Twenty) years of professional experience in of water supply projects, with a minimum 10 years as Construction Manager of water supply projects Specific Experience: Working as a Lead Construction Manager for at least 02 (Two) Water supply projects.
2.	Leakage Manager/ NRW Reduction Specialist (01)	Bachelor Degree in Civil / Mechanical Engineering.	General experience: Minimum 20 (Twenty) years of professional experience in water supply projects, with a minimum 10 years as Leakage Manager/ NRW Reduction Specialist of water supply projects. Specific Experience: Working as a Leakage Manager/ NRW Reduction Specialist for at

			least 02 (Two) Projects having urban water supply system similar in size, complexity and operation.
3	DMA and Pressure Management Specialist (1)	Bachelor Degree in Mechanical Engineering Civil /	General experience: Minimum 20 (Twenty) years of professional experience in water supply projects, with a minimum 10 years as a DMA specialist. Specific Experience Working as a DMA and Pressure Management Specialist for at least 02 (Two) Projects of creation and operation of DMA in urban water supply system similar in size and complexity.
5	Metering Specialist (1)	Bachelor Degree in Mechanical Engineering Civil /	General experience: Minimum 20 (Twenty) years of professional experience in of water supply projects Specific Experience Working as an Engineer for at least 02 (Two) Projects of introducing Smart water metering in urban water supply system similar in size and complexity like Chattogram.
6.	GIS Specialist (01)	Bachelor Degree in Engineering/URP/Geography/related field	General experience: Minimum 20 (Twenty) years of professional experience in water supply projects Specific Experience Working as a GIS Specialist for at least 02 (Two) Projects of urban water supply system similar in size and complexity like Chattogram.
7.	Environmental Specialist (01)	Bachelor Degree in Environmental Engineering/Management/Science	General experience: Minimum 15 (fifteen) years of professional experience in managing environmental risk of development projects. Specific Experience: Minimum 08 (Eight) years of experience in managing environmental risk of large construction projects similar in size and complexity preferably in water

			supply projects.
8.	Social Specialist (01)	Masters Degree in Social Sciences/related field	General experience: Minimum 10 (Ten) years of professional experience as Social Impact Assessment Specialist Specific Experience: Minimum 08 (Eight) years of experience as a Social Impact Assessment Specialist of Infrastructure Design / Construction Project.
9.	Health and Safety Officer (02)	Bachelor degree in Engineering with Diploma in Occupational Safety & Health Certificate from a recognized Institution.	General experience: Minimum 15 (Fifteen) years of professional experience in managing Health and Safety risk of development projects. Specific Experience: Minimum 08 (Eight) years of experience in managing Health and Safety of Infrastructure Construction Project similar in size and complexity preferably in water supply project.
10.	Quality Control & Quality Assurance Manager (02)	Bachelor Degree in Civil Engineering	General experience: Minimum 20 (Twenty) years of professional experience as Quality Control & Quality Assurance Manager in infrastructure projects. Specific Experience: Working as a Quality Control & Quality Assurance Manager for at least 02 (Two) Projects of similar in size and complexity like Chattogram.

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 the fully qualified and experienced key personnel prior to contract award, if awarded to the Proposer.

A-1.3 Equipment

The Proposer shall provide its strategy for acquiring and maintaining the below listed key equipment that may be needed to execute the Works in accordance with the Work Program.

The Proposer shall provide details in the relevant Form in Section IV.

No.	Equipment Type and Characteristics	Minimum Requirement (Number of Units)	
		Lot 1	Lot 2
Excavation Equipment			
1.	Excavator with bucket capacity not less than 0.7 m ³ (excavator with breaker)	10	10
2.	Backhoe Loader (Front-end Loader) with the buckets. (Range of bucket width - 300mm to 600mm)	10	10
3.	Horizontal Direct Drilling Machine Capable up to 400mm diameter	2	2
Earth Disposal Equipment			
4.	Trucks (10T Dump Trucks)	5	5
5.	Skid Loader	5	5
6.	Tipper	5	5
Other Construction Equipment			
7.	Plate Compactors 1T, 5-10 HP	10	10
	Rammers 0.1T, 2 HP	10	10
8.	Mobile/Truck mounted Cranes – Capacity 15 Tonnes	2	2
9.	Concrete Batching Plant	1	1
10.	Concrete Pump Truck	2	2
11.	Portable Air Compressor completes with hose & pneumatic tools. Minimum capacity 2.83 m ³ per minute and pressure 70 kg/cm ² (The equipment must be fitted with a silencer or noise-reducing system to ensure compliance with noise regulations for night work)	5	5
12.	Generator set up to 100 kVA (The equipment must be fitted with a silencer or noise-reducing system to ensure compliance with noise regulations for night work)	5	5
13.	Portable Ultrasonic Flow meters	2	2

No.	Equipment Type and Characteristics	Minimum Requirement (Number of Units)	
		Lot 1	Lot 2
14.	Pressure Loggers	10	10
15.	Ground Microphone	1	2
16.	Listening Rod	2	4
17.	Tracer Gas Equipment	1	1

If any of the key equipment proposed by the Proposer is determined by the Employer not meeting the specified characteristics, the Employer reserves the right to require the Proposer to replace such key equipment with the key equipment that meets the specified characteristics prior to contract award, if awarded to the Proposer.

A-1.4 Subcontractors

The relevant qualifications of any proposed Specialized Subcontractors will be added to the qualifications of the Proposer for the purpose of evaluation as indicated in Section III – Evaluation and Qualification Criteria.

Any other additional subcontractors for the following activities/ subactivities must meet the following minimum criteria:

[Activity/ Subactivity No.]	Description of Activity/Sub- Activity	Minimum Criteria to be met
1	Hydraulic Network Design and Detailed Design of Pipe Network	Hydraulic Design of water supply network with Minimum of 300 km of Transmission/Distribution Pipelines and Design & creation of minimum 30 Nos. DMA's in a water distribution system.
2	Detailed design of Pump-station and Reservoir	Detail design of Pump-station of minimum capacity of 20 Million Liter per day (MLd) and Reservoir of minimum capacity of 10,000 m ^{3s}



[Activity/ Subactivity No.]	Description of Activity/Sub- Activity	Minimum Criteria to be met
3	DMA Establishment, Leak Reduction and Maintenance work	A minimum Number of 01 (one) contract for Establishment and Implementation of DMAs, which includes minimum of 20,000 Nos. Customer Connection replacements using HDPE Pipes & Fittings, conducting repair, control, and maintenance works, and Active Water Leak Reduction Activities which has effectively lower the Non-Revenue Water more than 50% from the baseline.

A-1.5 Proposed Plants, Equipment Materials & Instruments for Permanent Works

Proposer shall provide the required information. The Proposer shall provide details of the proposed manufacturers and their experience in the Form: *Manufacturers for Proposed Plants, Equipment Materials & Instruments for Permanent Works* included in Section IV - Proposal Forms, for the **Proposed Plants, Equipment Materials & Instruments for Permanent Works** listed below and demonstrate that the manufacturer meets the qualification requirements specified in the tables below. The Proposers are required to have to submit Manufacturer Authorization duly signed in the Form: *Form for Manufacturer's Authorization* included in Section IV - Proposal Forms.

Manufacturer's Experience and Technical Capacity: For the major Products (*Materials, Plants, Equipment & Instruments for Permanent Works*) proposed to be Supplied & Installed under the Contract, (*Major Products i.e. Plants, Equipment & Materials listed below*) shall comply with the following Criteria; (*The Proposer shall furnish the documentary evidence to demonstrate the information*)

Non-Compliance of the Proposer's offered Products with these Criteria together with the requirements of Specifications, Standards and Non-submittal of the required Certificates/Supportive Documents etc., through the relevant Manufacturer shall cause disqualification of the Proposal;

- i. Shall have been in production and exported to overseas countries for period not less than 15 (fifteen) years.
- ii. Shall have the Past Satisfactory Manufacturing & Supply Records within the period reckoned from 1st January 2015 and Proposal submission deadline, which include supply of equipment/goods minimum of 10 (ten)



countries other than manufacturers home country similar (similarity may be by volume/capacity/output/length (as relevant) to this Contract. The Proposer shall submit at least one contract per country and dispatch particulars.

- iii. Manufacturing Plant/Facility shall possess ISO 9001 and ISO 14001 Quality Management Systems Certificates.

Lot-1: List of Plants, Equipment & Materials

Item No	Description of Goods
1	Pumps with a capacity ranging between 100kW and 500kW
2	The variable speed drives with a capacity ranging between 100kW and 500kW
3	Ductile Iron Pipes and fittings
4	Ductile Iron Valves
5	HDPE pipes and Fittings
6	Electromagnetic Flow meters
7	Generator

Lot-2: List of Plants, Equipment & Materials

Item No	Description of Goods
1	Pumps with a capacity ranging between 100kW and 500kW
2	The variable speed drives with a capacity ranging between 100kW and 500kW
3	Ductile Iron Pipes and fittings
4	Ductile Iron Valves
5	HDPE pipes and Fittings
6	Electromagnetic Flow meters
7	Generator

A-1.6 Multiple Contracts

This section describes criteria for qualification for each lot (contract) for multiple lots (contracts). To award both lots, the Proposer shall meet aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, and 4.2(a). For meeting Criteria 4.2 (a), there shall be separate contracts for each Lot. Separate set of Key Personal and Equipment shall be provided for each lot.



A-2 Evaluation of Technical Part (ITP 31)

Assessment of adequacy of Technical Proposal with Requirements in accordance with ITP 31.1:

The Rated Criteria (including technical and non-price factors, and sub factors if any) to be evaluated and the scores to be given to each factor and sub factor are specified as follows-

The Technical factors (Sub-factors) and the corresponding weight in % and Scoring Methodology for Lot 1

Sl. No.	Technical Factor	Scoring Methodology	Weight in percentage	Bidding Document Reference
1	Design Proposal		40.00%	Design Proposal, and Forms for Personnel, Organization Chart
1.1	Completeness of design organizational arrangements including Team structure including key personnel, Roles and Responsibilities, Design Review and Approval procedures and Quality Assurance Arrangements	Evaluated Score*	10.00%	
1.2	Completeness of proposed design deliverables following;	Evaluated score*		
1.2.1	Outline design drawings and description to approach that enables a network model to cover entire treated water transmission, distribution system, Installation and Isolation of DMA's including on street booster station as per scope of Work Requirement		15.00%	
1.2.2	Outline Design, drawings and design approach of DT Booster station and Khulshi Booster station		5.00%	
1.2.3	Quality of Environmental and Social MSIPs		10.00%	
2	Minimization of Risks	Evaluated score*	10.00%	Risk Assessment and Proposed Management Plan
2.1	Traffic Management Plan		5.00%	
2.2	Plan for ensuring uninterrupted existing water supply services to the consumers during construction		5.00%	

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Sl. No.	Technical Factor	Scoring Methodology	Weight in percentage	Bidding Document Reference
3	Method Statements	Evaluated score*	20.00%	Method Statements for construction activities
3.1	Foundation excavation and Construction of Reservoirs and pump stations		5.00%	
3.2	Pipe laying, Isolation and Commissioning of DMA's, Installation of service connections and Management of Traffic including construction Traffic		15.00%	
4	Overall Pump-Motor efficiency (Pump efficiency x Motor efficiency)	Marks	20.00%	Proposed Goods, Technical Specification form
		Quoted Efficiency > 90% = 100%, 85% < Quoted Efficiency ≤ 90% = 75%, 82% ≤ Quoted Efficiency ≤ 85% = 50% < 82% = 0%		
4.1	Khulsi Booster Pumps		5.00%	
4.2	DT Booster Distribution Pumps		5.00%	
4.3	Mohara Water Treatment Plant Pumps		10.00%	
5	Work Program	Evaluated score*	10.00%	Work Program
Total Technical Score			100.00%	

*Note:	Scores will be evaluated as below where scoring method is defined as "Evaluated score"
0	Required feature is absent; no relevant information to demonstrate how the requirement is met
25%	Required feature present with deficiencies such as insufficient or information that lacks clarity
50%	Sufficient information to demonstrate how the requirement will be met
75%	Sufficient information to demonstrate that the requirement will be marginally exceeded
100%	Sufficient information that significantly exceed the requirement/bid adds significant value

The Technical factors (Sub-factors) and the corresponding weight in % and Scoring Methodology for Lot 2

Sl. No.	Technical Factor	Scoring Methodology	Weight in percentage	Bidding Document Reference
1	Design Proposal		40.00%	Design Proposal, and Forms for Personnel, Organization Chart
1.1	Completeness of design organizational arrangements including Team structure including key personnel, Roles and Responsibilities, Design Review and Approval procedures and Quality Assurance Arrangements	Evaluated Score*	5.00%	
1.2	Completeness of proposed design deliverables following;	Evaluated score*		
1.2.1	Outline design drawings and description to approach that enables a network model to cover entire treated water transmission, distribution system, Installation and Isolation of DMA's including on street booster station as per scope of Work Requirement		15.00%	
1.2.2	Outline Design, drawings and design approach of Kalurgat Pump Station for Sector 4 and Sector 5, Improvements of ADC Hill Reservoir and Kalurghat IRP		10.00%	
1.2.3	Quality of Environmental and Social MSIPs		10.00%	
2	Minimization of Risks	Evaluated score*	10.00%	Risk Assessment and Proposed Management Plan
2.1	Traffic Management Plan		5.00%	
2.2	Plan for ensuring uninterrupted existing water supply services to the consumers during construction		5.00%	
3	Method Statements	Evaluated score*	20.00%	Method Statements for construction activities
3.1	Foundation excavation and Construction of Reservoirs and pump stations		5.00%	

Sl. No.	Technical Factor	Scoring Methodology	Weight in percentage	Bidding Document Reference
3.2	Pipe laying, Isolation and Commissioning of DMA's, Installation of service connections and Management of Traffic including construction Traffic		15.00%	
4	Overall Pump-Motor efficiency (Pump efficiency x Motor efficiency)	Marks	20.00%	Proposed Goods, Technical Specification form
		Quoted Efficiency > 90% = 100%, 85% < Quoted Efficiency ≤ 90% = 75%, 82% ≤ Quoted Efficiency ≤ 85% = 50% < 82% = 0%		
4.1	Sector 4 Distribution Pumps		10.00%	
4.2	Sector 5 Distribution Pumps		10.00%	
5	Work Program	Evaluated score*	10.00%	Work Program
Total Technical Score			100.00%	

*Note:	Scores will be evaluated as below where scoring method is defined as "Evaluated score"
0	Required feature is absent; no relevant information to demonstrate how the requirement is met
25%	Required feature present with deficiencies such as insufficient or information that lacks clarity
50%	Sufficient information to demonstrate how the requirement will be met
75%	Sufficient information to demonstrate that the requirement will be marginally exceeded
100%	Sufficient information that significantly exceed the requirement/bid adds significant value

TECHNICAL PROPOSAL SCORING METHODOLOGY

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

- (f) 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 PDS

n = the number of Factors

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

B. Financial Part

1. **Margin of Preference – Not Applicable**
2. **Evaluation of Financial Part (ITP 40.1(f))**

The following factors and methods will apply: *[use one or more of the following adjustment factors consistent with ITP 40.1 (f) of the PDS]*

(a) Time Schedule for

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.86. No credit will be given for earlier completion. Any bidder submitting bid for time for completion beyond the completion period indicated in ----- will be treated as non-responsive.

(b) Life Cycle Costs: Not Applicable**(c) Sustainable Procurement:** Not Applicable**(d) Specific additional criteria:** None**3. Combined Evaluation**

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

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

$$B = \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

where

C = Evaluated Proposal Cost

C_{low} = the lowest of all Evaluated Proposal Cost among responsive Proposals

T = the total Technical Score awarded to the Proposal

T_{high} = the Technical Score achieved by the Proposal that was scored best among all responsive Proposals

X = weight for Cost as specified in the PDS

The Proposal with the best evaluated Proposal Score (B) among responsive Proposals shall be the Most Advantageous Proposal provided the Proposer is qualified to perform the Contract.

4. Multiple Contracts (ITP 40.3)

If in accordance with ITP 1.1, Proposals are invited for more than one lot, the contract will be awarded to the Proposer or Proposers with the Most Advantageous Proposal for the individual lots.

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However, if a Proposer, with Proposals that are substantially responsive and with highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for combination of lots for which Proposers are qualified.

[Note - Example of the above scenario: A Proposer who submits Proposals for Lots A and B and is determined to be qualified for either Lot A or Lot B but not both. These two Proposals are substantially responsive and get the highest total score for Lot A and Lot B respectively. In such a case, a decision has to be made on whether this Proposer should be awarded Lot A or Lot B by considering the combined scores of Proposers for Lot A and Lot B.]

Cross discounts for award of multiple lots will not be considered.



SECTION IV - PROPOSAL FORMS

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Proposal Forms

Letter of Proposal - Technical Part

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the first envelope "TECHNICAL PART".

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer's complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

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

RFP No.: *[insert number of RFP process]*

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

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

To: *[Employer insert: name and address of Employer]*

Dear Sir or Madam:

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

- (a) the Technical Part, and
- (b) The Financial Part.

Having examined the RFP Documents, including any Addenda issued in accordance **with ITP 8**, we, the undersigned, offer to execute the Works to _____, in full conformity with the said RFP Documents, and any Addenda.

We undertake, if our Proposal is accepted, to commence the Works and achieve Completion within the respective times stated in the RFP Documents.

We hereby certify that we, including any subcontractors for any part of the contract, meet the eligibility requirements and have no conflict of interest in accordance with **ITP 4**.

We, including any subcontractors for any part of the contract, have not been suspended by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in accordance with ITP 4.7.



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.]

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;

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.

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 ITP 4.6];*

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

Name	Address
1.	
2.	
3.	

We agree to abide by this Proposal, which, in accordance with **ITP 12** and **ITP 13**, consists of this letter (Technical Part) and enclosures, until [insert day, month and year in accordance with PDS 20.1] , and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

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

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

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Q

Letter of Proposal - Financial Part

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the second envelope "FINANCIAL PART".

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer's complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

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

RFP No.: *[insert number of RFP process]*

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

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

To: *[Employer insert: name and address of Employer]*

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit the second part of our Proposal, the Financial Part

Having examined the RFP Documents, the Addenda issued in accordance with **ITP 8**, we, the undersigned, offer to _____, in full conformity with the said RFP Documents, and any Addenda for the total Proposal Price, excluding any discounts offered as follows:

[Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price: *[insert the total price of the Proposal 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];*

The discounts offered and the methodology for their application is:



(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];*

If our Proposal is accepted, we undertake to provide an advance payment security, and a Performance Security *[and an Environmental and Social (ES) Performance Security. Delete if not applicable]* in the forms, in the amounts, and within the times specified in the RFP Documents.

We agree to abide by this Proposal, which, in accordance with **ITP 12** and **ITP 13**, consists of this letter (Letter of Proposal – Financial part) and the enclosures listed below, until [insert day, month and year in accordance with PDS 20.1], and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFP 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.”)

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

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

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

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

④

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Q

Appendix to Proposal

Schedule of Cost Indexation

[Note to Employer: Schedule for Cost Indexation shall normally be applied for contracts where the specified Time for Completion exceeds 18 months. Contracts for shorter specified Time for Completion, where local or foreign inflation is expected to be high, shall also include Schedule for Cost Indexation as appropriate.]

It is recommended that the Employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved]. When finalizing the contract document, ensure that the finalized Schedule of Cost Indexation is attached to the Contract Agreement.]

[The formulae for price adjustment shall be of the following general type:]

If in accordance with GC 13.7, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“P_n” 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;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“L_n”, “E_n”, “M_n”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

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“Lo”, “Eo”, “Mo”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the labour and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

Table of Adjustment Data

Applicable for Construction Activities under Price Schedule (Design, Supply and Installation of Plant and Equipment are not subject to price adjustment)

[In Tables A, B, and C, below, the Proposer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Proposer's related currency amount	Proposer's proposed weighting
	Non Adjustable		—	—	a: 0.25
L	Labor	Wage Rate Indices by Major Sector in Bangladesh, Table No. 2.5,	28 days before the deadline date for submission of Proposal		b: 0.10 – 0.35
M	*Materials & Equipment Cement Sand Metal Reinforcements Ready mix Concrete Fuel Formwork timber Backfill Materials Small Equipment Heavy Equipment Shoring Materials	Nominal indices — Construction and Construction Materials & Equipment Price Indices in Bangladesh, Table No. 3.10, indicated in Monthly Statistical Bulletin — Bangladesh Bureau of Statistics (BBS).			c: 0.40 – 0.65
	Total				1.00

Table B. Foreign Currency (FC)

Applicable for Construction Activities under Price Schedule (Design, Supply and Installation of Plant and Equipment are not subject to price adjustment)

State type: *[If the Proposer is allowed to receive payment in foreign currencies this table shall be used. If Proposer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]*

Index code*	Index description*	Source of index*	Base value and date*	Proposer's related currency amount	Proposer's proposed weighting
	Non Adjustable		—	—	a: 0.25
L	Labor	Wage Rate Indices by Major Sector in Bangladesh, Table No. 2.5,			b: 0.10 – 0.35
M	Materials & Equipment Cement Sand Metal Reinforcements Ready mix Concrete Fuel Formwork timber Backfill Materials Small Equipment Heavy Equipment Shoring Materials	Nominal indices — Construction and Construction Materials & Equipment Price Indices - To be proposed by the proposer	28 days before the deadline date for submission of Proposal		c: 0.40 – 0.65
	Total				1.00

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Table C. Summary of Payment Currencies

Table: Alternative A : N/A

Table: Alternative B

Summary of Currencies of the Proposal – Lot 1

Name of Currency	Amounts Payable
Local Currency: Bangladesh Taka (BDT)	
Foreign Currency #1:	
Foreign Currency #2:	
Foreign Currency #3:	
Specified Provisional Sums expressed in Bangladesh Taka (BDT)	810,000,000.00
Provisional Sums for Dayworks	

Summary of Currencies of the Proposal – Lot 2

Name of Currency	Amounts Payable
Local Currency: Bangladesh Taka (BDT)	
Foreign Currency #1:	
Foreign Currency #2:	
Foreign Currency #3:	
Specified Provisional Sums expressed in Bangladesh Taka (BDT)	1350,000,000.00
Provisional Sums for Dayworks	

G

Summary of Currencies of the Proposal – Lot 1 and Lot 2 Combined

Name of Currency	Amounts Payable
Local Currency: Bangladesh Taka (BDT)	
Foreign Currency #1:	
Foreign Currency #2:	
Foreign Currency #3:	
Specified Provisional Sums expressed in Bangladesh Taka (BDT)	2,160,000,000.00
Provisional Sums for Dayworks	



Schedule of Priced Activities and Sub-activities

The total of the prices of the activities in the Schedule of Priced Activities is the Proposer's offer to complete the works on a "single responsibility" basis in accordance with ITP 15.1.

The cost of any activity or sub-activity that the Proposer may have omitted is deemed to be included in the price of other activities or sub-activities in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer, as specified in ITP 15.2.

The priced activity and sub activity schedules provided by the Proposer will be used for Proposal evaluation. These schedules together with the work program serve as a basis for estimating the installments in the Schedule of Payments. Therefore, the proposer should prepare work program in details to be coordinated with submitted schedule.

Proposer shall include in its Proposal price, 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 Proposals in accordance with ITP 15.8.a

If total sum of each price activity exceeds indicated percentage, breakdown of detailed rate will be requested for inter-activity adjustment of the quoted price of activities within the range given below keeping the total proposal price unchanged if the proposer is selected as most advantageous proposal.

For Lot-1

Activities	Minimum or maximum ratio of proposed contract price
Design	Maximum 5%
Construction of Transmission and Distribution Systems including Construction and Supply Installation, Testing Commissioning of Dhaka Trunk Road reservoir and pump station and Khulshi Booster Pump Station	Maximum 80%
DMA Establishment, Leak Reduction and Maintenance work	Minimum 15%

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For Lot-2

Activities	Minimum or maximum ratio of proposed contract price
Design	Maximum 5%
Construction of Transmission and Distribution Systems including Construction and Supply Installation, Testing Comissioning of Dhaka Trunk Road reservoir and pump station and Khulshi Booster Pump Station	Maximum 80%
DMA Establishment, Leak Reduction and Maintenance work	Minimum 10%
Rehabilitation of Iron Removal Plant at Kalurghat	Minimum 10%

N.B. If the maximum ratio of proposed design price to proposed contract price (in percentage) exceeds 5% it shall be reduced to 5% by inter activity adjustment keeping the proposal price unchanged before award of the Contract if the proposal is evaluated as most advantageous one.



Sample Schedule of Priced Activities Table (lot-1)

[To be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity No.	Description of Activity	Activity Price
1.	General Items	
2.	Work Section 01 - Design and Construction of Transmission and Distribution Systems including Construction and Supply Installation, Testing Commissioning of Dhaka Trunk Road reservoir and pump station and Khulshi Booster Pump Station	
3.	Work Section 02- DMA Establishment, Leak Reduction and Maintenance work	
	Total price of Activities carried forward to Grand Summary, Page ____	

Sample Schedule of Priced Sub-activities Table

[to be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity: General Items

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	Provision of all Bonds and Guarantees under this contract.	
2	Provision of all insurances for the works, materials, plant and equipment; third party insurances, and against accidents to workers, and all as required in the contract	
3.	Mobilization to site and provision of all contractor's temporary facilities, services, Contractor's plant and equipment, minimum 6 site sign boards, including maintenance; and demobilization, removal and reinstatement on completion, and all as specified	
4.	Provision, furnished and maintained Site Office for the duration of the Contract, equipped with all specified essential facilities, and ensure it is maintained in good condition throughout the Contract period as specified for Employer's use	
5.	Provide Monthly and Quarterly Progress Reports as Specified, including progress photographs	
6.	Produce and handover "As-built" drawings, as specified.	
7.	Operations and Maintenance Manuals, and other Works Documentation, as specified.	
8.	System Commissioning, Trial Operations, and services during defects liability period, as specified.	
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	



Sample Schedule of Priced Sub-activities Table

[to be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity: Work Section 01 - Design and Construction of Transmission and Distribution Systems including Construction and Supply Installation, Testing Commissioning of Dhaka Trunk Road reservoir and pump station and Khulshi Booster Pump Station

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	Hydraulic Network Design and Detailed Design of Pipe Network, Reservoir, pump houses including all M&E works.	
2.	Supply and installation of HDPE pipes and fittings with all specials, culvert/ road/ railway crossings in the pipe network to covered sector 2 & 3.	
3.	Supply and installation of DI or any other steel pipes and fittings with all specials, culvert/ road/ railway crossings in the pipe network to covered sector 2 & 3.	
4.	Construction of Dhaka Trunk Road reservoir and pump station.	
5.	Supply and installation of all pipes, electromechanical items required to commissioning the pump station and reservoir at Dhaka Trunk Road.	
6.	Construction of Khulshi booster pump station.	
7.	Supply and installation of all pipes, electromechanical items required to commissioning the pumps at Khulshi booster pump station.	
8.	Construction of chambers for on street boosters and all type of valve chambers.	
9.	Supply and installation of telemetry and SCADA.	
10.	Supply and installation of all electromechanical items required for modification at Mohara Pump station.	
11.	Supply of Spare parts, tools and software.	
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	

Q

Sample Schedule of Priced Sub-activities Table

[to be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity: DMA Establishment, Leak Reduction and Maintenance work

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	Establishment of DMA, reduction and maintaining of NRW to the given limit for each DMA as specified in the Employer's Requirement	
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	

The total of the prices of the activities in the Schedule of Priced Activities is the Proposer's offer to complete the works on a "single responsibility" basis.

The price of any activity or sub-activity that the Proposer may have omitted is deemed to be included in the price of other activities or sub-activities in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.



Sample Schedule of Priced Activities Table (Lot-2)

[To be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity No.	Description of Activity	Activity Price
1.	General Items	
2.	Work Section 01 - Design and Construction of Transmission and Distribution Systems including Pump Station at kalurghat and improvements works at ADC Hill Reservoir	
3.	Work Section 02 - DMA Establishment, Leak Reduction and Maintenance work	
4.	Work Section 03 - Rehabilitation of Iron Removal Plant at Kalurghat	
	Total price of Activities carried forward to Grand Summary, Page ____	

Q

Sample Schedule of Priced Sub-activities Table

[to be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity: General Items

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	Provision of all Bonds and Guarantees under this contract.	
2	Provision of all insurances for the works, materials, plant and equipment; third party insurances, and against accidents to workers, and all as required in the contract	
3.	Mobilization to site and provision of all contractor's temporary facilities, services, Contractor's plant and equipment, minimum 6 site sign boards, including maintenance; and demobilization, removal and reinstatement on completion, and all as specified	
4.	Provision, furnished and maintained Site Office for the duration of the Contract, equipped with all specified essential facilities, and ensure it is maintained in good condition throughout the Contract period as specified for Employer's use	
5.	Provide Monthly and Quarterly Progress Reports as Specified, including progress photographs	
6.	Produce and handover "As-built" drawings, as specified.	
7.	Operations and Maintenance Manuals, and other Works Documentation, as specified.	
8.	System Commissioning, Trial Operations, and services during defects liability period, as specified.	
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	

Sample Schedule of Priced Sub-activities Table

[to be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity: Design and Construction of Transmission and Distribution Systems

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	Hydraulic Network Design and Detailed Design of Pipe Network, Reservoir, pump houses including all M&E works.	
2	Supply and installation of HDPE pipes and fittings with all specials, culvert/ road/ railway crossings in the pipe network to covered sector 1, 4 & 5.	
3.	Supply and installation of DI or any other steel pipes and fittings with all specials, culvert/ road/ railway crossings in the pipe network to covered sector 1, 4 & 5.	
4.	Construction of new pump station for installation of pumps to sector 4 & 5	
5.	Supply and installation of all pipes, electromechanical items required to commissioning the pump station for sector 4 & 5.	
6.	Supply and installation of all electromechanical items required for Modifications to existing Kalurghat pumps to transfer water to ADC Hill	
7.	Supply and installation of all electromechanical items required for Modifications to Modunaghat transfer pump operation system	
8.	Construction of chambers for on street boosters and all type of valve chambers.	
9.	Supply and installation of telemetry and SCADA at Kalurghat Pump house.	
10.	Supply and installation of all electromechanical items required for Modifications to SCADA system at Patenga Pump Station	
11.	All improvements works at ADC hill reservoir site including inlet, outlet, overflow pipes works (Leak repair of the existing reservoir shall be excluded from this rate as it is given under provisional sum)	
12.	Yard Piping & Interconnection to the Existing System at Kalurghat & ADC hill	

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Sub-activity No.	Description of Sub-activity	Sub-activity Price
13.	Supply of Spare parts, tools and software.	
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	



Sample Schedule of Priced Sub-activities Table

[to be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity: DMA Establishment, Leak Reduction and Maintenance work

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	Establishment of DMA, reduction and maintaining of NRW to the given limit for each DMA as specified in the Employer's Requirement	
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	

Q

Sample Schedule of Priced Sub-activities Table

[to be completed by the Proposer (more tables to be used by the Proposer as appropriate)]

Activity: Rehabilitation of Iron Removal Plant at Kalurghat

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	Design of 80 MLD capacity IRP plant including all M&E, SCADA system as per the Employer's Requirement	
2	Construction of Receiving tank with Contact tanks (minimum two compartments)	
3.	Supply and installation of 4 numbers Submersible pumps at receiving tank to pump water to nozzle aerators with all M&E accessories.	
4.	Supply and installation of Nozzle aerators with all necessary Civil/ M&E works.	
5.	Improvement to 10 MGD Old Filter Bed and under drain system with supply and installation of all valves and accessories for backwash system. Rate shall include replacing filter media as specified in the Employer's Requirements.	
6.	All civil works required for Converting Pump House Building to Chlorination/ Chemical House (for Pre-chlorine/ KMNO ₄ / Lime/ FeCl ₃ dosing pumps & accessories installation including chemical storage as specified)	
7.	Supply and installation of all pipes, dosing pumps, electromechanical items required to dose Pre-chlorine/ KMNO ₄ / Lime/ FeCl ₃	
8.	Repairing/ Cleaning and Painting of all existing building, pump house, gates and any other structure as required.	
9.	Supply and installation of all yard pipes works for IRP plant including raw water pipe lines and inter connection between each treatment plant components.	
10.	Supply and installation all required M&E, telemetry and SCADA for smooth operation of the IR plant.	
11.	Supply and installation of inflow meters and any other flow meter equipment required as per the design and as specified in the Employer's Requirements.	
12.	Supply of Spare parts, tools and software.	
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	

Q

Daywork Schedule

[Note to the Employer:

For work of a minor or incidental nature, the Engineer may instruct that a variation shall be executed on a daywork basis. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. If a Daywork Schedule is to be included in the RFP documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Proposal Summary in order to make the basic Schedule of Daywork Rates competitive.

If a Day work schedule is not included, Sub-Clause 13.6 of the General Conditions will not apply].

General

1. Reference is made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Proposers shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Proposal Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with [country of Borrower] law. The basic rates will be payable in local currency only.
 - (b) The additional percentage payment to be quoted by the proposer and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads,

superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

- (i) foreign: ____ percent (to be stated by proposer).¹
- (ii) local: ____ percent (to be stated by proposer).

[Note to the Employer:

This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor's overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.]

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.
 - (b) the additional percentage payment shall be quoted by the proposer and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:
 - (i) foreign: ____ percent (to be stated by the proposer);²
 - (ii) local: ____ percent (to be stated by the proposer);
 - (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

¹ The proposer shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

² The proposer shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. [*Note to the Employer: This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials.*] The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. [*Note to the Employer: An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.*]
6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:
 - (a) foreign: _____ percent (to be stated by the proposer).³
 - (b) local: _____ percent (to be stated by the proposer).

³ If the most recent set of financial statements is for a period earlier than 12 months from the date of Proposal, the reason for this should be justified.



Schedule of Daywork Rates: 1. Labor (Lot-1)

Item no.	Description	Unit	Nominal Quantity	Rate		Extended amount	
				BDT	FC	BDT	FC
1.	Fitter	day	20				
2.	Plumber	day	10				
3.	Carpenter	day	10				
4.	Quantity Surveyor	day	20				
5.	Field Engineer	day	20				
6.	Draft Person	day	30				
7.	Ordinary/Casual Labour	day	100				
8.	Skilled Labour	day	100				
9.	Head Operator	day	20				
10.	Assistant. Operator	day	20				
11.	Head Detection/Head Mason	day	25				
12.	Steel Works Erector	day	25				
13.	Field Supervisor	day	20				
14.	Field/Maintenance Engineer	day	20				
15.	Skilled Technician	day	20				
16.	Semi-skilled Technician	day	25				
17.	Mechanic	day	30				
18.	Driver	day	30				
19.	Electrician	day	20				
20.	Surveyor	day	10				
21.	Aluminium Fabricator	day	10				
22.	Welder	day	10				
	Subtotal						
	Allow __ percent ^a of Subtotal for Contractor's overhead, profit, etc.						
	Total for Daywork: Labor (carried forward to Daywork Summary, p. __)						

a. To be entered by the Proposer.

4

Schedule of Daywork Rates: 2. Materials (Lot-1)

Item no.	Description	Unit	Nominal Quantity	Rate		Extended amount	
				BDT	FC	BDT	FC
1.	Ordinary Portland Cement, ASTM C-150, Type-1/BDS-EN-197-1-CEM-1 (32.5-42.5): 50kg bag	bag	50				
2.	Portland Composite Cement CEM-II/A-M (6-20% constituents other than clinker): 50kg bag	bag	50				
3.	Concrete Gr. 20	Cu. m	100				
4.	M. S. plain bars with min F_y -276 MPa (Billet) 40 gr.	M Ton	1				
5.	M. S. deformed bars with min F_y -415 MPa (Billet) 60 gr	M Ton	1				
6.	MS Pipes	m	100				
7.	Sand Materials	m ³	25				
8.	Imported Earth	m ³	10				
9.	Quarry Dust	m ³	10				
10.	ABC Materials	m ³	10				
11.	Aggregate	m ³	10				
12.	Masonry Blocks	n	1000				
13.	Asphalt	ltr	50				
14.	Petrol	ltr	50				
15.	Diesel	ltr	50				
16.	Bitumen Paint	ltr	50				
17.	Rubble 6'X4"	M ³	10				
18.	Sheet Piles	t	1				
	Subtotal						
	Allow _ percent of Subtotal for Contractor's overhead, profit, etc						
	Total for Daywork: Materials (carried forward to Daywork Summary, p. _____)						

a. To be entered by the Proposer.

Q

Schedule of Daywork Rates: 3. Contractor's Equipment (Lot-1)

Item no.	Description	Nominal Quantity hours	Rate		Extended amount	
			BDT	FC	BDT	FC
1.	Air Compressor minimum Air flow rate Capacity of 500cfm	30				
2.	Air Compressor minimum Air flow rate Capacity of 250cfm	25				
3.	Mobile crane	20				
4.	Skid loader	20				
5.	Generating set up to 20 kVA	30				
6.	Water Tanker 10,000 L	100				
7.	Concrete Mixer Machine (0.5m3)	50				
8.	Concrete Vibrator-40mm dia	100				
9.	Diesel Operated Pump	100				
10.	Electricity operated Pump	100				
11.	Road cutting Equipment	25				
12.	Backhoe Loader, wheel operated	30				
13.	Excavator, track mounted	30				
14.	Welding Machine with Generator	50				
15.	Truck with Tipper	50				
16.	Forklift	30				
17.	Pneumatic Roller	30				
	Subtotal					
	Allow _ percent ^a of Subtotal for Contractor's overhead, profit, etc.,					
	Total for Daywork: Contractor's Equipment (carried forward to Daywork Summary, p. __)					

a. To be entered by the Proposer.

Daywork Summary (Lot-1)

<i>Description</i>	<i>Amount</i>	
	BDT	FC
1. Total for Daywork: Labor		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Proposal Summary, p. __)		

FC – Foreign Currency



Specified Provisional Sums (Lot-1)

Item no.	Description	Amount (BDT)
1	Provisional sums for the Employer's portion of DAAB costs	10,000,000.00
2	Price Adjustment	400,000,000.00
3	Physical Contingency	400,000,000.00
	Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _____)	810,000,000.00



Schedule of Daywork Rates: 1. Labor (Lot-2)

Item no.	Description	Unit	Nominal Quantity	Rate		Extended amount	
				BDT	FC	BDT	FC
1.	Fitter	day	20				
2.	Plumber	day	10				
3.	Carpenter	day	10				
4.	Quantity Surveyor	day	20				
5.	Field Engineer	day	20				
6.	Draft Person	day	30				
7.	Ordinary/Casual Labour	day	100				
8.	Skilled Labour	day	100				
9.	Head Operator	day	20				
10.	Assistant. Operator	day	20				
11.	Head Detection/Head Mason	day	25				
12.	Steel Works Erector	day	25				
13.	Field Supervisor	day	20				
14.	Field/Maintenance Engineer	day	20				
15.	Skilled Technician	day	20				
16.	Semi-Skilled Technician	day	25				
17.	Mechanic	day	30				
18.	Driver	day	30				
19.	Electrician	day	20				
20.	Surveyor	day	10				
21.	Aluminium Fabricator						
22.	Welder						
	Subtotal						
	Allow _ percent ^a of Subtotal for Contractor's overhead, profit, etc.						
	Total for Daywork: Labor (carried forward to Daywork Summary, p. _____)						

a. To be entered by the Proposer.

B

Schedule of Daywork Rates: 2. Materials (Lot-2)

Item no.	Description	Unit	Nominal Quantity	Rate		Extended amount	
				BDT	FC	BDT	FC
1.	Ordinary Portland Cement, ASTM C-150, Type-1/ BDS-EN-197-1-CEM-1 (32.5-42.5): 50kg bag	bag	50				
2.	Portland Composite Cement CEM-II/A-M(6-20% constituents other than clinker): 50kg bag	bag	50				
3.	Concrete Gr. 20	Cu. m	100				
4.	M. S. plain bars with min Fy-276 MPa (Billet) 40 gr.	M Ton	1				
5.	M. S. deformed bars with min Fy-415 MPa (Billet) 60 gr	M Ton	1				
6.	MS Pipes	m	100				
7.	Sand Materials	m3	25				
8.	Imported Earth	m3	10				
9.	Quarry Dust	m3	10				
10.	ABC Materials	m3	10				
11.	Aggregate	m3	10				
12.	Masonry Blocks	n	1000				
13.	Asphalt	ltr	50				
14.	Petrol	ltr	50				
15.	Diesel	ltr	50				
16.	Bitumen Paint	ltr	50				
17.	Rubble 6'X4"	M3	10				
18.	Sheet Piles	t	1				
	Subtotal						
	Allow _ percent of Subtotal for Contractor's overhead, profit, etc						
	Total for Daywork: Materials (carried forward to Daywork Summary, p. _____)						

a. To be entered by the Proposer.

4

Schedule of Daywork Rates: 3. Contractor's Equipment (Lot-2)

Item no.	Description	Nominal Quantity hours	Rate		Extended amount	
			BDT	FC	BDT	FC
1.	Air Compressor minimum Air flow rate Capacity of 500cfm	30				
2.	Air Compressor minimum Air flow rate Capacity of 250cfm	25				
3.	Mobile crane	20				
4.	Skid loader	20				
5.	Generating set up to 20 kVA	30				
6.	Water Tanker 10,000 L	100				
7.	Concrete Mixer Machine (0.5m3)	50				
8.	Concrete Vibrator-40mm dia	100				
9.	Diesel Operated Pump	100				
10.	Electricity operated Pump	100				
11.	Road cutting Equipment	25				
12.	Backhoe Loader, wheel operated	30				
13.	Excavator, track mounted	30				
14.	Welding Machine with Generator	50				
15.	Truck with Tipper	50				
16.	Forklift	30				
17.	Pneumatic Roller	30				
	Subtotal					
	Allow _ percent ^a of Subtotal for Contractor's overhead, profit, etc.,					
	Total for Daywork: Contractor's Equipment (carried forward to Daywork Summary, p. _____)					

a. To be entered by the Proposer.

Q

Daywork Summary (Lot-2)

<i>Description</i>	<i>Amount</i>	
	<i>BDT</i>	<i>FC</i>
1. Total for Daywork: Labor		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Proposal Summary, p. __)		

FC – Foreign Currency



Specified Provisional Sums (Lot-2)

Item no.	Description	Amount (BDT)
1	Provisional sums for the Employer's portion of DAAB costs	10,000,000.00
2	Price Adjustment	670,000,000.00
3	Physical Contingency	670,000,000.00
	Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _____)	1350,000,000.00



Grand Summary

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
<i>Subtotal of Activities</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum)*</i>	<i>(B)</i>	
<i>Specified Provisional Sumsⁱⁱ</i>	<i>(C)</i>	<i>[sum]</i>
<i>Total of Activities and Provisional Sums (A + B + C)ⁱ</i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)ⁱⁱ</i>	<i>(E)</i>	<i>[sum]</i>
<i>Proposal Price (D + E) (Carried forward to Letter of Proposal)</i>	<i>(F)</i>	

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



Schedule of Payments (Lot-1)

Payment to the contractor shall be made as per the installment as shown in table below. It should be noted that all payment is subjected to 10% of retention money but not exceeding 10% of the total contract value.

		Payment Schedule	The Amount of Installment and Condition
1.0	General Item		
	1.1	All sub-activities given in General Item shall be paid once completed except the sub-activity no. 4 & 5.	100% after completion of the specific item up to the satisfaction of the Engineer
	1.2	Sub-Activity No. 4 shall be paid on monthly basis	Equal installment by dividing the whole quoted value by contract period (number of months)
	1.3	Any other item added by the proposer	Payment installment shall propose by the proposer for the consideration of the Employer.
2.0	Work Section 01 - Design and Construction of Transmission and Distribution Systems including Construction and Supply Installation, Testing Commissioning of Dhaka Trunk Road reservoir and pump station and Khulshi Booster Pump Station		
	2.1	Design Works	
	2.1.1	After completing all survey works.	Up to 5% of total quoted amount for design works
	2.1.2	After completing hydraulic model works for the sector 2 & 3.	Up to 30% of total quoted amount for design works
	2.1.3	After completing soil investigation and any other details investigation works for detailed design works.	Up to 35% of total quoted amount for design works
	2.1.4	After first Submission for all the drawings for pipe works with ground reservoirs and pumhouse with all M&E works	Up to 75% of total quoted amount for design works
	2.1.5	After issuing all construction drawings for for pipe works with design reports	Up to 100% of total quoted amount for design works
	2.2	All Supply and Installation Items shall be paid as follows;	
	2.2.1	At LC issued	Up to 10% of the total amount of LC but not exceeding 10% of the total value for supply material.
	2.2.2	When deliver to the Site	Up to 60% of the total amount of LC but not exceeding 50% of the total value for supply material.
	2.2.3	After installation	Up to 70% of the total rated value for the given quantity.
	2.2.4	After Testing and commissioning completed (including successful testing and commissioning of DMA's)) up to the satisfaction of	Up to 100% of the total rated value for the given quantity.

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		Payment Schedule	The Amount of Installment and Condition
		the Engineer.	
	2.3	All Construction Works Items shall be paid as follows;	
	2.3.1	After completing the Substructure	Up to 20% of the total quoted value for construction of the item.
	2.3.2	After completing the Superstructure	Up to 50% of the total quoted value for construction of the item.
	2.3.3	Structure is completed up to installation of M&E Equipment, Instruments and Accessories.	Up to 75% of the total quoted value for construction of the item.
	2.3.4	After completing the all finishing works and any performance test as required	Up to 100% of the total quoted value for construction of the item
3.0	Work Section 02 - DMA Establishment, Leak Reduction and Maintenance work		
	3.1	Contractor shall be paid after achieving the followings, after completing each DMA.	
	3.1.1	Completion of a successful Zero Pressure Test, confirming the DMA boundary ensures its isolation:	Up to 25% of total quoted value per 1 DMA.
	3.1.2	Subject to acceptance of the 3.1.1 Works, completion of the DMA meter chamber and instrument pillar as ready for meter installation by the Package CWSIP/G3 contractor	Up to 50% of total quoted value per 1 DMA.
	3.1.3	Subject to acceptance of the above 3.1.2 works, 7 consecutive days in which minimum pressure at the DMA Critical Point exceeds 1bar for 96% of the duration and the summation of the consumption of the customers within the DMA, measured as the difference between their meter readings at the beginning and end of the period, exceeds 90% of the measured volume of water entering the DMA at the DMA meter(s) over the same period;	Up to 60% of total quoted value per 1 DMA.
	3.1.4	Subject to acceptance of the above 3.1.3 works for all DMAs in the parent Sector, completion of the 12-month maintenance period for the parent Sector and its constituent DMAs during which the summation of the consumption of the customers within the Sector, measured as the difference between their meter readings at the beginning and end of the period, exceeding 90% of the	Up to 100% of total quoted value per 1 DMA.

		Payment Schedule	The Amount of Installment and Condition
		measured volume of water entering the Sector at the Sector meter(s) over the same period:	

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Schedule of Payments (Lot-2)

Payment to the contractor shall be made as per the installment as shown in table below. It should be noted that all payment is subjected to 10% of retention money but not exceeding 10% of the total contract value.

	Payment Schedule	The Amount of Installment and Condition
1.0	General Items	
1.1	All sub-activities given in General Item shall be paid once completed except the sub-activity no. 4 & 5.	100% after completion of the specific item up to the satisfaction of the Engineer
1.2	Sub-Activity No. 4 shall be paid on monthly basis	Equal installment by dividing the whole quoted value by contract period (number of months)
1.3	Any other item added by the proposer	Payment installment shall propose by the proposer for the consideration of the Employer.
2.0	Work Section 01 - Work Section 01 - Design and Construction of Transmission and Distribution Systems including Pump Station at kalurghat and improvements works at ADC Hill Reservoir	
2.1	Design Works	
2.1.1	After completing all survey works.	Up to 5% of total quoted amount for design works
2.1.2	After completing hydraulic model works for the sector 1, 4 & 5.	Up to 30% of total quoted amount for design works
2.1.3	After competing soil investigation and any other details investigation works for detailed design works.	Up to 35% of total quoted amount for design works
2.1.4	After First Submission for all the drawings for pipe works with ground reservoirs and pumhouse with all M&E works	Up to 75% of total quoted amount for design works
2.1.5	After issuing all construction drawings for pipe works with design reports	Up to 100% of total quoted amount for design works
2.2	All Supply and Installation Items shall be paid as follows;	
2.2.1	At LC issued	Up to 10% of the total amount of LC but not exceeding 10% of the total value for supply material.
2.2.2	When deliver to the site	Up to 60% of the total amount of LC but not exceeding 50% of the total value for supply material.
2.2.3	After installation	Up to 70% of the total rated value for the given quantity.
2.2.4	After Testing and commissioning completed (including successful testing and commissioning of DMA's) up to the satisfaction of the Engineer.	Up to 100% of the total rated value for the given quantity.



		Payment Schedule	The Amount of Installment and Condition
	2.3	All Construction Works Items shall be paid as follows;	
		2.3.1 After completing the substructure	Up to 20% of the total quoted value for construction of the item.
		2.3.2 After completing the superstructure	Up to 50% of the total quoted value for construction of the item.
		2.3.3 Structure is completed up to installation of M&E equipment, instruments and accessories.	Up to 75% of the total quoted value for construction of the item.
		2.3.4 After completing the all finishing works and any performance test as required	Up to 100% of the total quoted value for construction of the item
3.0	Work Section 02 - DMA Establishment, Leak Reduction and Maintenance work		
	3.1	Contractor shall be paid after achieving the followings, after completing each DMA.	
		3.1.1 Completion of a successful Zero Pressure Test, confirming the DMA boundary ensures its isolation:	Up to 25% of total quoted value per 1 DMA.
		3.1.2 Subject to acceptance of the 3.1.1 Works, completion of the DMA meter chamber and instrument pillar as ready for meter installation by the Package CWSIP/G3 contractor	Up to 50% of total quoted value per 1 DMA.
		3.1.3 Subject to acceptance of the 3.1.2 Works, 7 consecutive days in which minimum pressure at the DMA Critical Point exceeds 1bar for 96% of the duration and the summation of the consumption of the customers within the DMA, measured as the difference between their meter readings at the beginning and end of the period, exceeds 90% of the measured volume of water entering the DMA at the DMA meter(s) over the same period:	Up to 60% of total quoted value per 1 DMA.
		3.1.4 Subject to acceptance of the 3.1.3 Works, for all DMAs in the parent Sector, completion of the 12-month maintenance period for the parent Sector and its constituent DMAs during which the summation of the consumption of the customers within the Sector, measured as the difference between their meter readings at the beginning and end of the period, exceeding 90% of the measured volume of water entering the Sector at the Sector meter(s) over the same period:	Up to 100% of total quoted value per 1 DMA.

	Payment Schedule	The Amount of Installment and Condition
4.0	Work Section 03 - Rehabilitation of Iron Removal Plant at Kalurghat	
	4.1	Design Works
	4.1.1	After competing soil investigation/ Raw water quality tests and any other details investigation works for detailed design works.
	4.1.2	After finalizing outline design of process and each componets
	4.1.3	After First Submission for all the drawings for pipe works with ground reservoirs and pumhouse with all M&E works
	4.1.4	After issuing all construction drawings for for pipe works with design reports
	4.2	All Supply and Installation Items shall be paid as follows;
	4.2.1	At LC issued
	4.2.2	When shipped
	4.2.3	When deliver to the site
	4.2.4	After installation
	4.2.5	After Testing and commissioning completed up to the satisfaction of the Engineer.
	4.3	All Construction Works Items shall be paid as follows;
	4.3.1	After completing the Substructure
	4.3.2	After completing the Superstructure
	4.3.3	Structure is completed up to installation of M&E Equipment, Instruments and Accessories.
	4.3.4	After completing the all finishing works and any performance test as required

Schedule of Performance Guarantees and Performance Damages

[If applicable, insert the gurantees required by the Employer for performance of the Works or any part of the Works (as the case may be), and stating the applicable Performance Damages payable in the event of failure to attain any of the guranteed performance (s). See GC Sub-Clauses 1.1.63, 1.1.74, 9.1 and 12.4]



Technical Proposal Forms

1. Design Proposal
2. Construction Management Strategy
3. Method Statements for construction activities
4. Sustainable Procurement Proposal
5. Code of Conduct for Contractor's Personnel (ES)
6. Work Program
7. Contractor's Personnel Organization Chart
8. Risk Assessment and Proposed Management Plan
9. Contractor's Equipment
10. Subcontractors
11. Local Labour Method Statement
12. Form for Manufacturers of Proposed Plants, Equipment Materials & Instruments for Permanent Works
13. Others

Design Proposal

The Proposer shall submit a design proposal which addresses as a minimum the following:

- (a) organizational arrangements for the design including: team structure, roles and responsibilities, interface arrangements, design review and approval procedures and quality assurance arrangements;
- (b) Proposed design deliverables *[Employer to specify any mandatory requirements appropriate to good international industry practice e.g. drainage, and temporary/permanent access for road projects];*
- (c) design statement setting out how the Employers Requirements will be achieved;
- (d) Any added value the Proposer will bring including examples of innovative aspects of the design;
- (e) comments on the Employer's Requirements, including:
 - i. status of the information available and relevant design issues for the Works;
 - ii. comments on any errors, defects or ambiguities noted in the Employer's Requirements; and
 - iii. *[details of any exceptions in the conceptual design taken to the Employer's Requirements];*
- (f) Sustainable Procurement: sustainability aspects (e.g. energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Proposer's approach and commitment to sustainable design and construction practices;
- (g) strategy for gathering baseline ES information in time to inform design development;
- (h) details of how the ES requirements, and any proposal to enhance ES outcomes, will be incorporated into all design stages, and how the implications for the construction phase has been considered;
- (i) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents;
- (j) value engineering (value management) arrangements, including consideration of ES issues; and
- (k) software systems intended to be employed for planning, design, records and reporting.
- (l) *[modify/include any other relevant information, as appropriate.]*

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Construction Management Strategy

The Proposer shall submit a construction management strategy which addresses as a minimum:

- (a) organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- (b) subcontractor selection and management;
- (c) proposals for training all personnel attending site;
- (d) stakeholder engagement;
- (e) obtaining and managing consents, permits and approvals;
- (f) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (g) construction phasing proposals including sequence of work and management of conflicting activities;
- (h) ensuring that geotechnical investigations or other advance works meet the ES requirements;
- (i) risk management approach for geotechnical and subsurface aspects of the Works;
- (j) quality management system including a draft of the quality management plan;
- (k) sustainability aspects demonstrating the Proposer's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- (l) preparation, approval and implementation of the Contractor's environmental and social management plan;
- (m) preparation, approval and implementation of the Contractor's health and safety manual;
- (n) grievance redress mechanisms;
- (o) reporting arrangements, including topics (that include ES) and timescales in accordance with the Particular Conditions – Part B Sub-Clause 4.20;
- (p) arrangements for testing upon completion of the works;
- (q) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
- (r) DMA Establishment Works including Hydraulic Isolation of the DMA ;
- (s) Verification of Hydraulic Isolation of the DMA by zero pressure test;
- (t) Baseline Assessment for Water loss in a DMA
- (u) Leak Detection and repair procedures;
- (v) Addressing apparent losses
- (w) Pressure Management;
- (x) Water Loss Monitoring and regular reporting to Construction Supervision Consultant



Method Statement for key construction activities

The Proposer shall provide its method statements for addressing the following risks and carrying out the following construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements. Further, the Proposer shall provide its method statement for engaging local labour, in accordance with the Local Labour Method Statement included in this Section IV, Proposal Forms.

[The Employer shall identify the key risks/ construction activities:

Examples:

- *foundation excavation;*
- *Pipe Laying*
- *Construction of Pump Station and Reservoirs*
- *prevention of Sexual Exploitation, and Abuse (SEA);*
- *management of traffic including construction traffic*
- *...];*

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Sustainable Procurement Proposal

[Note to Proposer: In addition to submitting the required ES Management Strategies and Implementation Plans, the Proposer shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Works' Requirements would be addressed. The Proposer shall also provide its proposal, if any, for exceeding the sustainable procurement requirements.]



Code of Conduct for Contractor's Personnel (ES) Form

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA) etc.

Delete this Box prior to issuance of the RFP documents.

Note to the Proposer:

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

The Proposer shall initial and submit the Code of Conduct form as part of its proposal.

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 any form of 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 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: _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) 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.



Work Program

The Proposer shall set out a work program for design and construction of the Works to be undertaken. The proposed work program shall be developed based on the Employer's Requirements and shall consider the following key milestones:

- (a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Engineer;
- (b) processes and deliverables needed to commence the Works;
- (c) execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (d) testing, commissioning and handing over of the completed Works;
- (e) No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions Part B- Sub-Clause 4.1;
- (f) Constitution of the DAAB; and
- (g) *[insert any other relevant information, as may be appropriate.]*



Contract Personnel Organization Chart

The Proposer shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel.



Risk assessment and Proposed Management Plan

The Proposer should submit a risk register identifying the hazards anticipated during the implementation of the contract.

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on health and safety, environment, cost, program or other, and the proposed mitigation strategy for each hazard.

[Note to the Proposer: (i) If the contract has been assessed to present potential or actual cyber security risks,, also include method statement, management strategies and implementation plans and innovations, to manage cyber security risks; (ii) if there are assessed supply chain risks, the risk assessment and proposed management plans, must include proposed supply chain risks management plan.]

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FORM EQU

Contractor's Equipment

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. In the strategy, the Proposer shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer's specifications for the duration of the Contract. The Proposer shall specify whether it will own, lease, rent or specially manufacture the key equipment.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Proposer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	



Personnel

FORM PER -1

Key Personnel qualifications and resource schedule

Proposers 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. Proposers should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- the name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

	Title of position	Name of candidate	
1.	[Contractor's Representative]		
2.	[Cyber security Expert/s] [Include as required]		
Key Personnel for Design			
3.	[Design Manager]		
4.	[Environmental Impact Assessment Specialist]		
5.	[Social Impact Assessment Specialist]		
6.	[Health and Safety Specialist]		
7.	[Biodiversity, Air quality, Noise etc. Specialists]		
8.	[Modify/add others as appropriate]		
Key Personnel for Construction			
9.	[Construction Manager]		
10.	[Environmental Specialist]		
11.	[Health and Safety Specialist]		
12.	[Social Specialist]		
13.	Survey Manager		
14.	[Sexual Exploitation, Abuse and Harassment Expert(s) [Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert (s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]]		
15.	[Modify/add others as appropriate]		

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FORM PER-2:

Resume and Declaration

Contractor's Representative and Key Personnel

Name of Proposer		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
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
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>



Declaration

I, the undersigned Key Personnel, 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 Proposal:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

- (a) be taken into consideration during Proposal evaluation;
- (b) result in my disqualification from participating in the Proposal;
- (c) result in my dismissal from the contract.

Name of Key Personnel: *[insert name]* _____

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Proposer:

Signature: _____

Date: (day month year): _____

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Subcontractors

Proposed Subcontractors

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/subactivity indicated. For any additional subcontractor (that is not the Specialized Subcontractor accepted in the initial selection process or subsequently approved by the Employer in accordance with ITP 17.3), Proposers are free to propose more than one Subcontractor for each activity/subactivity.

Activity/Sub-Activity	Proposed Subcontractor's name and address	Nationality



Local Labour Method Statement

This Method Statement demonstrates Proposer's approach and methodology to engaging local labour⁴ during the execution of the contract in accordance with the requirement specified in ITP 18.2(d).

In developing this Method Statement, the Proposer shall exercise its best efforts to present its approach and methodology for the engagement of local labour that the Proposer will be able to deliver during contract execution and comply with the requirement for allocating not less than 30% of total labour cost⁵ to local labour. This Method Statement will be part of the contract and updated as appropriate during contract execution, subject to the Engineer's approval.

The Proposer's approach and methodology for the engagement of local labour, will include but not be limited to the following aspects:

- The total number of labour employed by skill category, expressed as Full-time Equivalent (FTE)⁶ over the duration of the contract. Please use the formula below to calculate the FTE over the duration of the contract for each skill category⁷:

$$\text{FTE Skill Category (X) over the duration of the contract} = \frac{\text{Total estimated labour hours over the duration of the contract in Skill Category (X)}}{\text{Number of available full-time labour hours estimated per year multiplied by the estimated duration of the contract (in years)}}$$

- The percentage of total FTE to be filled by local labour per skill category;
- The proposed hiring strategy (e.g., direct hiring, subcontracting);
- Any plans and programs for training, skills development, or upskilling of local labour.

This Method Statement shall not include any financial information (e.g., wages in dollar terms).

Notes for Proposers:

¹Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.

⁵ For the purpose of this requirement, the Proposer should consider "costs" as only wages.

⁶ FTE should be calculated for each skill category. Skill categories are Skilled, Semi-skilled, and Unskilled labour.

⁷ In the formula, the number of available full-time labour hours per worker per year can be estimated based on the specifics of the contract, using a calculation such as: 40 hours/week x 52 weeks/year = 2080 hours/year. This can be multiplied by the estimated duration (in years) of the contract.



Qualification Forms

Form ELI 1.1

Proposer Information Sheet

Date: _____

RFP No.: _____

Page _____ of _____ pages

1. Proposer's Legal Name
2. In case of JV, legal name of each party:
3. Proposer's actual or intended Country of Registration:
4. Proposer's Year of Registration:
5. Proposer's Legal Address in Country of Registration:
6. Proposer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. 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 ITP 4.4 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITP 4.6, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Proposer is not under the supervision of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Proposer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI 1.2**Party to JV Information Sheet**

(The following table shall be filled in for contracts performed by the Proposer, and each member of a Joint Venture)

Date: _____

RFP No.: _____

Page _____ of _____ pages

1. Proposer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. 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 ITP 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 ITP 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Proposer 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

[The following table shall be filled in for the Proposer and for JVs, each member of the Joint Venture]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

9

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: _____	
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)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>



Form CON – 3

Environmental and Social Performance Declaration

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

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration in accordance with Section III, Evaluation and Qualification Criteria.			
☐ 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 and 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 and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i>	<i>[insert amount]</i>

	Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	<i>[list all applicable contracts]</i>	...
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)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or abuse breaches]</i>	<i>[insert amount]</i>



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

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

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria.
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.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
<i>[If (d) or (e) above are applicable, provide the following information:]</i>
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: _____

4

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]*.

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Form CCC
Current Contract Commitments / Works in Progress

Proposers and each partner 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.

Name of contract	Employer, 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.				
etc.				



Form FIN – 3.1

Financial Situation and Performance

[The following table shall be filled in for the Proposer and for each member of a Joint Venture]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

RFP No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	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 ITP 38.1 for the exchange rate

4

2. Sources of Finance

[The following table shall be filled in for the Proposer and all parties combined in case of a Joint Venture]

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

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

3. Financial documents

The Proposer and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Evaluation and Qualification Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Proposer 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 statements⁸ for the *[number]* years required above; and complying with the requirements

⁸ 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.

Form FIN - 3.2

Average Annual Construction Turnover

[The following table shall be filled in for the Proposer and for each member of a Joint Venture]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

RFP No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Construction Turnover Data			
Year	Amount Currency	Exchange rate*	USD equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Construction Turnover **	

* Refer ITP 38.1 for date and source of exchange rate.

** Total USD equivalent for all years divided by the total number of years. See Section III, Evaluation and Qualification Criteria.



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 indicated in Section III, Evaluation and Qualification Criteria

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1

General Construction Experience

[The following table shall be filled in for the Proposer and in the case of a JV Applicant, each Member]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

RFP No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

[As per Section III, Evaluation and Qualification Criteria, Sub-Factor 4.1. list contracts chronologically, according to their commencement (starting) dates.]

Starting Year	Ending Year	Contract Identification	Role of Applicant
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>

* Refer ITP 38.1 for date and source of exchange rate.

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Form EXP - 4.2 (a) Specific Experience

(Table 1, 4.2 and Table 2)

[The following table shall be filled in for contracts performed by the Proposer, each member of a Joint Venture, and Specialized Sub-contractors]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

RFP No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		US\$ <i>[insert Exchange rate and total contract amount in US\$ equivalent] *</i>	
If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in US\$ equivalent] *</i>	
	<i>[insert roles and responsibilities]</i>			
Description of the similarity in accordance with Section III Table 1, 4.2				
Physical size of required contracts items	<i>[insert physical size of items]</i>			
Complexity	<i>[insert description of complexity]</i>			
Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>			

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Employer's Requirements]</i>
Employer's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>

* Refer ITP 38.1 for date and source of exchange rate.

Q

Form EXP - 4.2(b)

Specific Experience in Managing ES aspects

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

Proposer's Name: _____

Date: _____

Proposer's JV Member Name: _____

RFP No. and title: _____

Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 4.2 (b): _____

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 (b): _____

3. Key Requirement no 3 in accordance with 4.2 (b): _____

...



Form for Manufacturer's Authorization

[The Proposer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Proposers shall include it in their Proposals for the construction materials listed in Section III, sub-section A-1.5.]

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

RFP No.: *[insert number of RFP process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of materials manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Proposer]* to submit a Proposal for the purpose of which is to provide the following materials, manufactured by us *[insert name and or brief description of the materials]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Employer's Requirements as applicable for the materials with respect to the materials offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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Others

Commercial or contractual aspects of the RFP documents that the Proposer would like to discuss with the Employer during clarifications.



Form of Proposal Security – Demand Guarantee

Beneficiary: _____

Request for Proposals No: _____

Date: _____

PROPOSAL GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Proposal (hereinafter called “the Proposal”) for the execution of _____ under Request for Proposals No. _____ (“the RFP”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Proposals must be supported by a Proposal 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 Proposal prior to the Proposal validity expiry date set forth in the Applicant’s Letter of Proposal, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Proposal by the Beneficiary prior to the expiry date of the Proposal 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, an Environmental and Social (ES) Performance Security, in accordance with the Instructions to Proposers (“ITP”) of the Beneficiary’s RFP document.

This guarantee will expire: (a) if the Applicant is the successful Proposer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, an 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 Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the RFP process; or (ii) twenty-eight days after the expiry date of the Proposal 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 Proposal-Securing Declaration – Not applicable

Date: _____

Proposal No.: _____

Alternative No.: _____

To:

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for submitting proposals or bidding in any contract with the Employer, for the period of time specified in Section II – Proposal Data Sheet, if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn our Proposal prior to the expiry date of the Proposal validity specified in the Letter of Proposal or any extended date provided by us; or
- (b) having been notified of the acceptance of our Proposal by the Employer prior to the expiry date of the Proposal validity in the Letter of Proposal 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, an Environmental and Social (ES) Performance Security, in accordance with the ITP 54.

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

Name of the Proposer* _____

Name of the person duly authorized to sign the Proposal on behalf of the Proposer** _____

Title of the person signing the Proposal _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Proposal submitted by joint venture specify the name of the Joint Venture as Proposer

**: Person signing the Proposal shall have the power of attorney given by the Proposer attached to the Proposal

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

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and non-consulting Services in Bank-Financed Procurement

In reference to **ITP 4.8** and **ITP 5.1**, for the information of the Proposers, at the present time firms, goods and services from the following countries are excluded from this RFP process:

Under **ITP 4.8(a)** and **ITP 5.1**: **Israel**

Under **ITP 4.8(b)** and **ITP 5.1**: **None**



SECTION VI - FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
- 2.2 To this end, the Bank:
- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
 - b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-



- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ 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 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.

² 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.

³ 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.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS



SECTION VIII - GENERAL CONDITIONS (GC)

Yellow Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor (“Yellow 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 Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

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SECTION IX - PARTICULAR CONDITIONS (PC)

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.

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Particular Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Base Date	1.1.4	28 days before the latest deadline for submission of Proposals
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	5% (five percent)
Employer's name and address	1.1.30	Chattogram Water Supply and Sewerage Authority (CWASA) Chattogram WASA Bhaban, Dampara, Chattogram, People's Republic of Bangladesh.
Engineer's name and address	1.1.35	Design Review and Construction Supervision Consultant of CWSIP
Site	1.1.77	Designated Area described under Employer Requirement
Time for Completion	1.1.86	Time for Completion for whole of the Works; <u>For Lot 1 – 1260 days</u> <u>For Lot 2 – 1260 days</u>
Bank's name	1.1.91	International Development Association (IDA, World Bank)
Borrower's name	1.1.92	The Government of the People's Republic of Bangladesh
Defects Notification Period	1.1.27	365 (Three Hundred and Sixty Five) days
Sections	1.1.76	Not Applicable
Milestones	1.1.95	Applicable
Electronic transmission system	1.3 (a) (ii)	Email message with attached scanned document in *.pdf format signed with Qualified Electronic

Conditions	Sub-Clause	Data
		Signature (QES)
Address of Employer for communications:	1.3(d)	Project Director Chattogram Water Supply Improvement Project (CWSIP) Chattogram WASA WASA Bhaban, Dampara, Chattogram e-mail: rejaulahsan87@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	Laws of People's Republic of Bangladesh
Ruling language	1.4	English
Language for communications	1.4	English
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	03 (Three)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	Accepted Contract Amount
Time for access to the Site	2.1	No later than the Commencement Date.
Engineer's Duties and Authority	3.2	Variations resulting in any increase of the Accepted Contract Amount shall require written consent of the Employer.
Cyber security- Contractor's obligations	4.1	Applicable
Performance Security	4.2	The Performance Security will be in the form of a

Conditions	Sub-Clause	Data
		demand guarantee in the amount(s) of 8% (Eight 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 will be in the form of a “demand guarantee” in the amount(s) of two (2%) percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	4.4(a)	30%
Parts of the Works for which subcontracting is not permitted	4.4(b)	None
Period for notification of errors in the items of reference	4.7.2	28 (Twenty Eight) days
Period of payment for temporary utilities	4.19	28 (Twenty Eight) days
Number of additional paper copies of progress reports	4.20	Three (03)
Cyber security	4.20	Applicable
Cyber security-immediate reporting	4.20	Applicable
Engagement of Staff and Labour	6.1	The Contractor shall allocate not less than 30% of the total labour cost under the contract to the employment of local Contractor's Personnel (local labour) with appropriate skills and experience.
Normal working hours	6.5	Normal Working Hours are: Normal day-time Working Hours are between 0700hrs and 1900hrs Saturday to Thursday inclusive. Night work is defined as 1900hrs to 0700hrs on the following day.

Conditions	Sub-Clause	Data
		A Working day shall be eight hours long and may start at any time within a 24 hours day.
Number of additional paper copies of program	8.3	03 (Three)
Delay damages payable for each day of delay	8.8	0.05% (zero point zero five percent) of the Accepted Contract Amount, less provisional sum for DAAB.
Maximum amount of delay damages	8.8	10% (Ten Percent) of the Accepted Contract Amount less provisional sum for DAAB.
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)	15 % (Fifteen Percent)
Total advance payment	14.2	20 % (Twenty Percent) of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable. 10% on contract signature; 10% on deployment of 80% of key staff and design is approved;
Repayment of Advance payment	14.2.3	deductions shall be made at the amortization rate of 20% (twenty percent) <i>[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]</i>
Period of payment	14.3	Monthly
Number of additional paper copies of Statements	14.3(b)	05 (Five)
Percentage of retention	14.3(iii)	10 % (Ten percent)
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	10 % (Ten Percent)

Conditions	Sub-Clause	Data
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped: Refer the Payment Schedule.
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site : Refer the Payment Schedule.
Minimum Amount of Interim Payment Certificates	14.6.2	Three (3%) percent of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	Applicable
Period of payment of Advance Payment to the Contractor	14.7(a)	56 (Fifty six) days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 (Fifty six) days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	56 (Fifty six) days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 (Fifty six) 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: Sonali Bank PLC, Bangladesh. For Foreign currency: Financing charges shall be calculated 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)	Six (06)



Conditions	Sub-Clause	Data
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	None
Permitted deductible limits	19.1	For each lot: insurance required for the Works: USD 5000.00 insurance required for Goods: USD 2,000.00 insurance required for liability for breach of professional duty: USD 10,000.00 insurance required against liability for fitness for purpose (if any is required): USD 10,000.00 insurance required for injury to persons and damage to property: USD 500.00 insurance required for injury to employees: USD 100.00
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	15 %
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	i. Overtime, night work, work on public holidays, express freight. ii. Maintenance visits. iii. Extra charges for air freight. iv. Existing structure and/or surrounding property. v. Insured contract work taken over or put into service. vi. Special conditions concerning the construction and/or erection time schedule. vii. Testing of machineries and installation. viii. Inland transit cover. ix. Property in offsite storage. x. Special conditions concerning safety measures with respect to precipitation, flood and inundation. xi. Vibration removal weakening of support. xii. Warranty concerning camps and stores. xiii. SRCC.

Conditions	Sub-Clause	Data
Extent of insurance required for Goods	19.2.2	110% of their Full Replacement Value including Delivery to Site.
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	The minimum cover for the Professional Indemnity Insurance shall be 10% of the Contract Price.
Insurance required against liability for fitness for purpose	19.2.3(b)	Yes The Insurance required against Liability for Fitness for Purpose and shall be 20 % percent of the Contract Price
Period of insurance required for liability for breach of professional duty	19.2.3	The Professional Indemnity Insurance shall be valid from the Commencement Date to 1,095 days beyond Defects Notification Period.
Amount of insurance required for injury to persons and damage to property	19.2.4	For each lot: For the loss or damage to property including the Employer's Property (other than the Works) in connection with Contract: The minimum cover for the Insurance shall be BDT 100,000,000.00. For the injury or death of a Person other than the Employees: The minimum cover for the Insurance shall be BDT 10,000,000.00 and No Deductibles are allowed.
Other insurances required by Laws and by local practice (give details)		Not Applicable
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	03 (Three) Members

Conditions	Sub-Clause	Data
List of proposed members of DAAB	21.1	Proposed by Employer 1. Peter H J Chapman 2. Mr. James Perry 3. Mr. Geoff Smith The CVs have been attached in Attachment-A. Proposed by Contractor [<i>Attach CVs to the Contract</i>] 1. _____ 2. _____ 3. _____
Rules of arbitration:	21.6 (a)	Sub-Clause 21.6(a) of PART B – Special Provisions shall apply. For International Contractors, the International Chamber of Commerce Rules shall apply.
	21.6 (b)	Sub-Clause 21.6 (b) of PART B – Special Provisions <i>shall</i> apply. Disputes Shall be settled by arbitration in accordance with the following provisions: “Arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 2001 (Act No. 1 of 2001) of Bangladesh as present in force. The Place of Arbitration shall be Dhaka, Bangladesh.
Place of arbitration	21.6 (a)	If 21.6(a) of PART B – Special Provisions applies National Contractor: Dhaka, Bangladesh International Contractor: Bangkok, Thailand

Table: Summary of Sections (if any)

- **Package 1 – Lot 1: Not Applicable**

Table: Summary of Sections (if any)

- **Package 1 – Lot 2: Not Applicable**

Table: Summary of Milestones (if any): For Lot-1

Description of a part of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 1.1.95)	Time for Completion	Delay Damages (as a percentage of final Contract Price per day of delay)
Network mapping and Customer Survey completed	180 days	0.001%
Design completed	365 days	0.001%
Establishment of 5 No. of DMA's	910 days	0.001%
Establishment of 10 No. of DMA's	1095 days	0.001%
Establishment of remaining DMA's	1155 days	0.001%

Maximum amount of Delay damages for each Milestones (percent of final Contract Price): 2 %



Table: Summary of Milestones (if any): For Lot-2

Description of a part of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 1.1.95)	Time for Completion	Delay Damages (as a percentage of final Contract Price per day of delay)
Network mapping and Customer Survey completed	180 days	0.001%
Design completed	365 days	0.001%
Establishment of 5 No. of DMA's	910 days	0.001%
Establishment of 10 No. of DMA's	1095 days	0.001%
Establishment of remaining DMA's	1155 days	0.001%
Rehabilitation of Iron Removal Plant at Kalurghat	910 days	0.001%

Maximum amount of Delay damages for each Milestones (percent of final Contract Price): 2 %



Part B – Special Provisions

Sub-Clause 1.1.4 Base Date	Sub-Clause 1.1.4 is replaced with the following: “Unless stated otherwise in the Contract Data, Base Date means the date 28 days before the latest date for submission of the Tender.”
Sub-Clause 1.1.49 Laws	The Sub-Clause is replaced with: “ 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 1.1.59 Particular Conditions	The Sub-Clause is replaced with: “Particular Conditions” means the document entitled particular conditions included in the Contract, which consists of Part A- Contract Data, Part B- Special Provisions, Part C- Fraud and Corruption and Part D- Environmental and Social (ES) Metrics for Progress Reports.”
Sub-Clause 1.1.74 Site	The Sub-Clause is replaced with: “ 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 1.1.83 Tender	The following is added at the end of the sentence. “Tender is synonymous with “Proposal”, “tenderer” with “Proposer”, “tender documents” with “request for proposals documents”.
Sub-Clause 1.1.91 to 1.1.96 are added after Sub-Clause 1.1.90	
Sub-Clause 1.1 91 Bank	“ Bank ” means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.92 Borrower	“ Borrower ” means the person (if any) named as the borrower in the Contract Data.
Sub-Clause 1.1.93 ES	“ ES ” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).

Sub-Clause 1.1.94**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.

Sub-Clause 1.1.95**Milestone**

“Milestone” means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.26 [*Milestones*] but is not to be taken over by the Employer after completion.

Sub-Clause 1.1.96**Milestone Certificate**

“Milestone certificate” means the certificate issued by the Engineer under Sub-Clause 4.26 [*Milestones*].

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: “its”;

“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 Employer's 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 Employer's Requirements, at the time(s) stated in the Employer's Requirements (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 Employer's 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 make the Employer's Equipment listed in the Employer's Requirements available to the Contractor at the time(s) stated in the Employer's Requirements (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 Employer's Requirements, 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 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

The Engineer shall obtain the consent in writing of the

Engineer's Duties and Authority 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

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

Engineer's Representative

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

Sub-Clause 3.4

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

Delegation by the Engineer

"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 para, "shall" is replaced with: "should".

Sub-Clause 4.1
Contractor's General
Obligations

The following is inserted after the paragraph “The Contractor shall execute the Works...”:

“The Contractor shall not post and shall ensure that its Subcontractors/suppliers/manufacturers and Contractors’ Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site.”

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. 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 consent, a consent 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 applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor’s Personnel submitted as part of the Proposal 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 5.2 [*Contractor's Documents*]."

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, 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 proposals documents for the subject contract or in another form acceptable to 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.”

Q

**Sub-Clause 4.4
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 obligations set out in Sub-Clause 4.25.”

The following is added after the first sentence of the fourth paragraph.

“The Contractor’s submission to the Engineer shall also include 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 4.4:

“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-Clause 15.2. [*Termination for Contractor’s Default*].

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

**Sub-Clause 4.5.1
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 4.5.2 [*Payment to nominated Subcontractors*].”

**Sub-Clause 4.6
Co-operation**

The following is added after the first paragraph:

“The Contractor shall also, as stated in the Employer’s Requirements 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

The following are included after deleting “and” at the end of

**Health and Safety
Obligations**

(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 5.2.2 [*Review by Engineer*].

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 Employer's Requirements."

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 and use road safety incidents and accidents reports 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 Employer's Requirements, 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."

Q

Sub-Clause 4.20**Progress Reports**

“4.20 (g) is replaced with:

“4.20 (g) 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 subparagraph (g) of Sub-Clause 4.20 [*Progress Reports*], 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

The Sub-Clause is replaced with the following:

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 Employer’s Requirements.

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 Employer’s Requirements.”

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 Employer's Requirements and relevant Laws.

Sub-Clause 4.24

Suppliers (other than Subcontractors)

The following Sub-Clause is added:

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 4.4, 4.8 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 river beds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

Sub-Clause 4.25

The following Sub-Clause is added:

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 4.26**Milestones**

[If the Employer wishes to have certain parts of the Works completed within certain time but does not wish to take over such parts when completed (as distinct from the parts of the Works which the Employer wishes to take over after completion, which should be defined as Sections in the Contract Data), such parts of the Works should be clearly stated in the Contract Data and described in detail as

appropriate in the Employer's Requirements, as "Milestones". If "Milestones" applies, the definitions in Sub-Clause 1.195 [Milestone] and 1.1.96 [Milestone Certificate] shall be included and the following added as Sub-Clause 4.26.]

The following Sub-Clause is added:

"If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall complete the works of each Milestone (including all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.

The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [Programme], the time for completion of each Milestone.

Sub-paragraph 9d) of Sub-Clause 8.4 [Advance Warning] and Sub-Clause 8.5 [Extension of the Time for Completion] shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.

The Contractor may apply, by Notice to the Engineer, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor's Notice:

- (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or
- (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.

The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.

If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor's application within the above

period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor's Notice of application.

If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):

- (i) the Contractor shall, subject to Sub-Clause 20.1 [Claims], pay delay damages to the Employer for this default;
- (ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;
- (iii) these delay damages shall be the only damages due from the Contractor for such default; and
- (iv) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor)."

Sub-Clause 5.4

The following is added as a second paragraph:

Technical Standards and Regulations

"If so stated in the Employer's Requirements, the Contractor shall:

- (a) take into account climate change considerations in the design of structural elements of the Works and new buildings if any; and
- (b) apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.)"

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

As specified in the Contract Data, the Contractor shall employ local labour with appropriate skills and experience. Local labour excludes Contractor's foreign personnel."

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 Employer's Requirements; 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 Employer's Requirements, 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 Employer's

Requirements.”

Sub-Clause 6.6

Facilities for Staff and Labour

The following is added as the last paragraph:

“If stated in the Employer’s Requirements, 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 Employer’s Requirements.”

Sub-Clause 6.7

Health and Safety of Personnel

In the second paragraph, “The Contractor” is replaced with:

“Except as otherwise stated in the Employer’s Requirements, 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 6.10

Sub-Clause 6.10(a) is replaced with the following:

Contractor's Records

"Occupations, actual working hours for each class and skill category of Contractor's Personnel including identifying those engaged through local labour."

Sub-Clause 6.12

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

Key Personnel

"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 6.27 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 Employer's Requirements 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 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 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 name, age, gender, hours worked, category of skill (i.e. skilled, semi-skilled or unskilled), wages paid to all workers and whether they are local labour as specified in Sub-Clause 6.1. These records shall be submitted to the Engineer on a monthly basis. The Employer will use the records to submit periodic reports to the Bank on local labour engagement. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10

[Contractor's Records].

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 nondiscrimination 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 6.25, to raise workplace concerns. 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

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 health and safety training referred to in Sub-Clause 4.8

As stated in the Employer's Requirements 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, 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

The following is added before the first paragraph:

Ownership of Plant and Materials

“Except as otherwise provided in the Contract,”

Sub-Clause 8.1

The Sub- Clause is replaced in its entirety with the following:

Commencement of Work

“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; and
- (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 8.3

The following is added as Sub-Clause 8.3(l):

“Engagement plan for local labour, taking into account the order in which the Contractor intends to carry out the works as described under Sub-Clause 8.3(c)”.

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	[<i>Note to the Employer: include one of the following two alternative texts as applicable</i>] The following is added at the end of the Sub-Clause: [<i>Alternative I</i>] “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 be 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 14.1

The Contract Price

[In accordance with GC Sub-Clause 14.1, the Contract price is a lump sum amount subject to adjustments in accordance with the Contract. If payment for any part of the Works is to be made on the basis of measurement, the part must be defined in the Contract, and the following text may be added:]

“Any part of the Works which is to be measured shall be specified in the Contract.

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The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.7 [*Agreement or Determination*]. Measurement shall be made of the net actual quantities of those parts notwithstanding local practice.

Whenever the Engineer requires any part of the Works to be measured on Site. It shall give a Notice to the Contractor of not less than 7 days, of the part to be measured on the date on which and place on Site at which the measurement shall be made. Unless otherwise agreed with the Contractor, the measurement on Site shall be made on this date and the Contractor's Representative shall:

- (a) either attend or send another qualified representative to assist the Engineer and to endeavour to reach agreement of the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the measurement made by (or on behalf of) the Engineer shall be deemed to have been made in the Contractor's presence and the Contractor shall be deemed to have accepted the measurement as accurate.

Any part of the Permanent Works that is to be measured from records shall be identified in the Employer's Requirements and, except as otherwise stated in the Contract, such records shall be prepared by the Engineer. Whenever the Engineer has prepared the records of such a part, it shall give a Notice to the Contractor of not less than 7 days, stating the date on which and place at which the Contractor's Representative shall attend to examine and agree the records of the Engineer. If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the Contractor shall be deemed to have accepted the records as accurate.

If, for any part of the Works, the Contractor attends the measurement on Site or examines the measurement records (as the case may be) but the Engineer and the Contractor are unable to agree the measurement, then the Contractor shall give a Notice to the Engineer setting out the reasons why the Contractor considers the measurement on Site or records are inaccurate. If the Contractor does not give such a Notice to



the Engineer within 14 days after attending the measurement on Site or examining the measurement records, the Contractor shall be deemed to have accepted the measurement as accurate.

After receiving a Contractor's Notice under this Sub-Clause, unless at that time such measurement is already subject to the third paragraph of Sub-Clause 13.3.1 [*Variation by Instruction*], the Engineer shall:

- (a) proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the measurement; and
- (b) For the purpose of Sub-Clause 3.7.3 [*Time Limits*], the date on which the Engineer receives the Contractor's Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3.

Until such time as the measurement is agreed or determined, the Engineer shall assess a provisional measurement for the purposes of Interim Payment Certificates."

Sub-Clause 14.2.1

**Advance Payment
Guarantee**

The first paragraph is replaced with:

"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 proposals 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 14.4

Schedule of Payments

[*If certain payment (s) to the Contractor is/are to be made on completion of Milestones, such payment (s) should be specified in the Schedule of Payments in the Contract and Sub-Clause 14.4 revised as follows:*]

The following is inserted as the second paragraph:

"If the Schedule of Payments specifies payments to be made to the Contractor based on Milestones, payments shall be

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made upon completion of such Milestones.”

Sub-Clause 14.6.2

“and/or” from subparagraph (b) is deleted.

Withholding (amounts in an IPC

The following is then added as subparagraph (c) and subparagraph (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 Employer’s 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).”

(d) if the Contractor fails to materially comply with the Contractor’s Local Labour Method Statement, an assessed amount, as determined by the Engineer, may be withheld

until such an obligation has been met.”

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 request for proposals 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

The following paragraph is inserted after the first paragraph:

Suspension by Contractor

“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

Sub-paragraph (j) is deleted in its entirety.

Notice

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

The following is added at the end of Sub-Clause 16.2.2:

Termination

“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**

[If the Employer has made available any Employer- Supplied Materials and/or Employer’s Equipment in accordance with

After Termination

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 Employer’s 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- Supplied Materials”.

[If Employer’s Equipment are listed in the Employer’s 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

The following Sub-Clause is added as 17.7:

**Use of Employer’s
Accommodation/Facilities**

“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer’s Requirements, 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 in 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

The first paragraph is replaced with:

- Claims for Payment and/or EOT** “If either Party considers that it is entitled to claim under Sub- clause 20.1[*Claims*] (a) or (b), the following claim procedure shall apply:”
- Sub-Clause 21.1
Constitution of the DAAB** 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, delete starting from: “international arbitration” up to the end of (c), and replace with the following:

“arbitration. Arbitration shall be conducted as follows:
(a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].
(b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.”

Appendix- General Conditions of DAAB Agreement

1. **Definitions** In Sub-Clause 1.8 a(i):” authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative and 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 sub-paragraphs added:

“(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.

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 manner²²; (ii) to be a nominated ²³ 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

²² 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.

²³ 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.

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, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect ²⁴ 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.

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 (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

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 metrics that are required should be determined by the ES risks and impacts of the Works.]

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. allegations of SEA and SH) received in the reporting period and unresolved past grievances by date received, complainant, 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 bowsters, 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, that 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.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
<i>[If (d) or (e) above are applicable, provide the following information:]</i>
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: _____ _____

Q

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) <i>[attach details as appropriate]</i> . _____ _____ _____

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

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Proposer that submitted a Proposal, unless the Proposer has previously received notice of exclusion from the process at an interim stage of the procurement process.]

[Send this Notification to the Proposer's Authorized Representative named in the Proposer Information Form]

For the attention of Proposer'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 Proposers. The Notification must be sent to all Proposers 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 RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP 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 Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

Q

1. The successful Proposer

Name:	<i>[insert name of successful Proposer]</i>
Address:	<i>[insert address of the successful Proposer]</i>
Contract price:	<i>[insert contract price of the successful Proposer]</i>
Total combined score:	<i>[insert the total combined score of the successful Proposer]</i>

2. Other Proposers *[INSTRUCTIONS: insert names of all Proposers that submitted a Proposal, Proposal prices as read out and evaluated, technical and combined scores.]*

Name of Proposer	Technical Score	Proposal price	Evaluated Proposal Cost (if applicable)	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

3. Reason/s why your Proposal was unsuccessful *[Delete if the combined score already reveals the reason]*

[INSTRUCTIONS: State the reason/s why this Proposer's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Proposer's Proposal or (b) information that is marked confidential by the Proposer in its Proposal.]

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 Proposal. 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 Proposer, 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 Proposer, 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 Proposer who submitted a Proposal 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 PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Proposer. In case of joint venture, the Proposer 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 Proposer is any natural person who ultimately owns or controls the Proposer 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 Proposer directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer

RFP No.: *[insert number of RFP process]*

Request for Proposal 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 Proposer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

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 Proposer

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 Proposer 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 Proposer]

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

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

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer. In the event that the Proposer is a joint venture, each reference to "Proposer" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal 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 Proposal 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 Proposers, 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 ITP 53.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the RFP document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

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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 Proposal 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 Proposal
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions
 - (f) the Employer’s Requirements
 - (g) the completed Schedules, and
 - (h) the Contractor’s Proposal and any other documents forming part of the Contract including, but not limited to:
 - i. Code of Conduct for Contractor’s Personnel (ES) and
 - ii. Local Labour Method Statement.
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.: _____ *[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 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.

[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 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.”

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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 Proposal or Proposals from qualified Proposers 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 Proposer, arrange for a Contract between such Proposer 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 his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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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.

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.

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.

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Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

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

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

We have been informed that _____ (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 _____ () ' 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 _____.

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

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.

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.”

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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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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.

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.

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.

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

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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.

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."



ATTACHMENT-A

(CVS OF THE PROPOSED DAAB MEMBERS)

PETER H J CHAPMAN

BSc (Hons) LLB (Hons) FEng FICE FCI Arb FConSE FIHT FHKIE FIEI MIET MSI Arb

***Chartered Civil Engineer, Barrister at Law,
Chartered Arbitrator, Adjudicator and Conciliator/Mediator for construction disputes***

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Telephone: 07971 249 902 (+44 7971 249 902)

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email: phjchapman@btinternet.com



Born: 11th June 1948

Occupation: Arbitrator, adjudicator, expert determiner and mediator/conciliator in construction disputes.

Dispute resolution experience:

As **arbitrator**, approximately 120 construction references (UK, Singapore, Hong Kong, Vietnam, USA, Canada, Thailand, UAE, Oman, Qatar, Bahrain, Kuwait, Malawi, Nigeria, Burkina Faso, Trinidad, Bahamas, Philippines, Vietnam, South Africa, Turkey, Bulgaria, Serbia, Poland) under institutional and *ad hoc* procedures. Main contract, subcontract and professional services disputes involving amounts up to US\$1.5billion arising under traditional, design/build and concession contracts. No decisions overturned on appeal. Served as sole arbitrator and on tribunals (as party-appointed member and chairman) under ICE, ICC, Uncitral, LCIA, EDF, LMAA and *ad hoc* arbitration procedures.

As **adjudicator/disputes expert** (including, in particular, service on **Dispute Resolution Boards, DRBs, DABs, CDBs**), over 350 decisions given (UK, Ireland, Iceland, Hong Kong, China, India, Pakistan, Nepal, Turkey, Jordan, Ukraine, Moldova, South Africa, Lesotho, Mozambique, Kenya, Zanzibar, Indonesia, Romania, Luxembourg, Lithuania, Vietnam, Bahamas, Panama, Costa Rica,



Trinidad, Montenegro, Latvia, Uganda and elsewhere). Served as member and chairman (45) on 80 dispute resolution boards (technical and financial) and 20 appointments as sole FIDIC Disputes Review Expert/ DAB for contracts covering traditional, design and construct, turnkey and concession (PFI, PPP) contracts. 75 decisions given under UK statutory adjudication schemes. No decision overturned by the courts or at arbitration. Experience under World Bank/FIDIC conditions, Construction Act 1996, statutory schemes and associated amendments to standard form contracts. Experience in drafting contractual provisions and procedures for adjudication and dispute boards. Co-author of 'Construction Adjudication' (2000).

As **mediator/conciliator**, approximately 70 construction disputes of which approximately 60 were settled as a direct result of the mediation/conciliation process.

As **Engineer** under FIDIC/ICE contracts, numerous Engineer's Decisions covering most types of claims.

As **party representative**, acting as legal counsel in dispute resolution proceedings and as lead negotiator with objective of reaching amicable settlements of disputes and differences.

Familiar with disputes covering:

Delay and disruption, time extensions, prolongation, prevention, breach of contract, contract interpretation, conflicting documentation, back-to-back agreements, differing site conditions, payment provisions, measurement, valuation, construction quality, design obligations, scope of services, final account, price escalation, conflict of laws, termination, operating obligations, etc.

Background:

47 years in the engineering and construction industry. Experienced in road construction (at grade, underground and elevated), long-span bridges (suspension, cable stayed, glued segmental, etc.), power generation and distribution projects (nuclear, hydropower, gas and solid fuels, wind-farm, waste-to-energy), railways (high-speed main line, urban metro and light rail, depots, signalling and M&E works), tunnelling (hard and soft ground, using boring machines, jacking processes, manual excavation, drilling and blasting, immersed tube), large buildings (airport terminals, powerhouses, commercial developments, sports stadia, hospitals, educational establishments), building services,, marine works projects (oil production facilities (rigs and FPSOs), port and harbour construction, pipe work and cable laying, dredging, coastal protection), telecommunications projects, water supply/treatment projects and large dams. Particularly conversant with multi-disciplined projects (power stations, hospitals, industrial/commercial buildings, airports, mass transit railways).

Experience with:

FIDIC (Red, MDB Harmonised, Yellow, Silver, Gold and Dredging forms), ICE (traditional and NEC), JTC, IMechE/IEE Model Form 'A', BPF/ACA, FCEC, GCWorks, ACE, HKGov, World Bank and other standard form contracts.

ICE, ICC, LCIA, Uncitral, LMAA, CI Arb, CIMAR, HKIAC, RICS, SIAC EDF, ISPA, MCC, PRAG, TeCSA, TeCBA, JCT, ACE (CIC), Scheme for Construction Contracts and other Adjudication/Arbitration Rules.

World Bank MDB Harmonised, FIDIC, ICE and ICC Dispute Board Rules

Panel listings:

ICE (arbitration, adjudication, conciliation/mediation, dispute boards)
 CI Arb (arbitration, adjudication)
 AAA (dispute boards)
 Construction Industry Council (adjudication)
 FIDIC (arbitration, adjudication and dispute boards, mediation)
 Hong Kong International Arbitration Centre (arbitration, adjudication and mediation)
 CIETAC (China) (arbitration and conciliation/mediation)
 Standing Panel of Arbitrators for UK coal mining subsidence disputes
 Institute of Engineers of Ireland List of Arbitrators and Conciliators
 Construction Contracts Mediator's Group (mediation)
 LCIA (arbitration)
 Major Projects Adjudication Group

Memberships and official positions held:

Fellow, Royal Academy of Engineering
 Fellow, Institution of Civil Engineers
 Fellow, Institution of Engineers of Ireland
 Fellow, Chartered Institute of Arbitrators
 Fellow, Association of Consultants and Engineers
 Fellow, Institution of Highways and Transportation
 Fellow, Hong Kong Institution of Engineers
 Member, Honourable Society of Grays Inn
 Member, the Smeatonian Society of Civil Engineers
 Member, Singapore Institute of Arbitrators
 Member, Society of Construction Arbitrators
 Member, International Bar Association
 Member, International Commission of Large Dams (UK Chapter)
 Member, International Chamber of Commerce (ICC)
 Member, ICC and ICE Task Forces on 'Dispute Boards'
 Member, British Tunnelling Society
 Member, Tecbar
 President, Dispute Resolution Board Foundation (2003-2004)
 Council Member, Society of Construction Arbitrators (2001 - present)
 International Affairs Representative, Dispute Resolution Board Foundation (USA) (1999-2003)
 Chairman, ICE Advisory Panel on Legal Affairs (APLA, 2000 - 2003)
 Chairman, FIDIC Assessment Panel for Adjudicators (APA, 2002 – 2016)
 Chairman, ICE Arbitrator Review Panel (ARP, 1999 - 2005)
 Member, ICE Industry Practices Committee (2000 – 2003)
 Member, ICE Advisory Panel on Arbitration (AAP, 1997 – 2000)
 Council Member, Singapore Institution of Arbitrators (1984 – 1987)
 Council Member & Executive Board Member, Chartered Institute of Arbitrators (1999 – 2004)
 Chairman, Professional Conduct Committee, Chartered Institute of Arbitrators (2004 – 2008)
 Founder, first Chairman and past Hon. President, The Adjudication Society

Overseas experience gained in:

Hong Kong, China, Singapore, Malaysia, Thailand, Denmark, Libya, Lesotho, South Africa, Uganda, Malawi, Ghana, Indonesia, Philippines, USA, Canada, Switzerland, Italy, Ireland, Iceland, UAE, Oman, Qatar, Jordan, Kuwait, Bahrain, Saudi Arabia, Panama, Moldova, Ukraine, Montenegro, Latvia, Isle of Man, Romania, Lithuania, Turkey, Georgia, Poland, Bulgaria, India, Pakistan, Nepal, Nigeria, Taiwan, Luxembourg, Vietnam, St Lucia, Panama, Costa Rica, Bahamas, Trinidad, Mustique, Mozambique, Malawi, Zanzibar, Ethiopia, Kenya.

Career:

1967-73 London Transport: Design and construction of Heathrow (Piccadilly) Line and Victoria Line.

1973-77 Milton Keynes Development Corporation: Design and project management of new city centre (road and rail bridges, general infrastructure, office buildings)

1977-81 Hong Kong Mass Transit Railway Corporation: Project management and contractual/commercial matters associated with new mass transit railway system.

1981-83 Eric Cumine Associates: Construction and contractual specialist for large commercial building developments and road projects in Hong Kong.

1983-90 Singapore Mass Rapid Transit Corporation: Contracts Manager, responsible for contractual and commercial matters associated with 200 building, civil, electrical, mechanical engineering and professional services contracts for new metro. 2000 claims for additional time/payment settled.

Since 1990 Independent Practitioner: Consultant Project Director, West Kowloon Expressway, providing contractual advice and opinions to development banks, law firms, consultants, promoters and contractors. Principally acting as arbitrator, adjudicator and conciliator/mediator in construction disputes. Mediator on the US\$18 billion Qatar 'Pearl GTL Plant'. Served on over eighty dispute resolution/adjudication boards (including Hong Kong International Airport, European Investment Bank HQ, Channel Tunnel Rail Link, Dublin Port Tunnel, Istanbul Metro, London's Crossrail Project, London Olympics, New Panama Canal, Jakarta Metro, Forth Replacement Crossing), having acted as chairman on forty five occasions. Acted over twenty times as sole FIDIC DAB or *ad hoc* 'Disputes Review Expert'.

Other matters:

Recipient of the 2006 annual award for Dispute Board Excellence (DRBF)

Recipient of the 2010 Parkman Medal for work on dispute resolution in civil engineering (ICE)

Recipient of the 1990 Webb Prize for Civil Engineering Procurement (ICE)

Books and papers on dispute boards, construction litigation, arbitration, ADR, adjudication

Co-author of 'Construction Adjudication' published 2000 (Jordans)

Qualified as UK Solicitor (but has remained at the UK Bar), specialising in construction disputes.

Regular speaker/lecturer for ICE, FIDIC, CIARB, ICC and UK Major Projects Association on effective dispute resolution

Guest lecturer on dispute resolution and ADR at King College, London (MSc Construction Law course), Reading University (College of Estate Management) and Cambridge University (Summer School).

Freeman and Liveryman of the City of London.

Former Director/Trustee of UK charity organisations.

Q

MR. JAMES PERRY**Curriculum Vitae**

NAME James Perry, C USA

DATE OF BIRTH 17 August 1960

TITLE Partner

EDUCATION Colorado State University, USA (Bachelor of Science, Civil Engineering)
Case Western Reserve University, USA (Juris Doctor)

QUALIFICATIONS AND MEMBERSHIPS

Admitted to the District of Columbia Bar in 1984 (Washington DC)
B.S. Civil Engineering, 1981
J.D. (Juris Doctor), 1984
FIDIC President's List of Adjudicators
FIDIC Accredited Trainer
FIDIC Affiliate Member
DRBF (President-elect/President/Past President, 2018-2021)
Syntec-Ingénierie, Member French list of FIDIC Adjudicators
DRBF's Al Mathews Award winner for Dispute Board Excellence (2016)
DRBF (Past President, Region 2, 2013-2014)
Supporting Member of the Society of Construction Arbitrators
Member of the International Bar Association
PS Consulting is a member of the French and US National Committees of the ICC
Past Director Region 9 (Europe/ Central Asia/ Russia and Africa)- Association for the Advancement of Cost Engineering International (2012-2014)

EXPERIENCE: Arbitration/ Dispute Boards/ or Non-contentious work

- Co-arbitrator in an ICC Hong Kong matter concerning a LNG terminal in the Middle East.
- Co-arbitrator in an ICC Paris matter concerning road construction in East Africa under a FIDIC form of Contract.
- Co-arbitrator in an ICC Hong Kong matter concerning road construction in East Africa under a FIDIC form of Contract.
- Co-Arbitrator in a DIAC matter concerning oil field development works in the Middle East under a bespoke contract governed by the laws of England and Wales.
- Co-arbitrator in a CEPANI matter concerning engine design issues in connection with a mergers and acquisitions based dispute governed by Belgian law.

Curriculum Vitae – Jim Perry

EXPERIENCE: Arbitration/ Dispute Boards/ or Non-contentious work

- Co-arbitrator in an ICC Paris matter concerning railway construction work in Eastern Europe performed under a FIDIC form of Contract.
- Co-arbitrator in an ICC Hong Kong matter concerning offshore drilling work in the South Pacific.
- Co-arbitrator in an ICC Paris matter concerning dredging works in Central America.
- Co-arbitrator in an ICC Paris matter involving road construction in Eastern Europe.
- Party appointed Dispute Board Member in a standing DAB in connection with the construction of a rolled - compacted concrete dam in Lebanon under a FIDIC Construction 1999 (Red Book) form of contract.
- Appointed chairman by party agreement on a standing dispute board under a FIDIC Construction 1999 (Red Book) in regard to civil and hydro-mechanical works for a major hydropower project in East Africa (DAB activity currently suspended).
- Appointed chairman by party agreement on a standing dispute board under a FIDIC Construction 1999 (Red Book) in regard to civil and hydro-mechanical works for a major hydropower project in South East Asia.
- Appointed sole DB Member by party agreement on an *ad hoc* dispute board under a FIDIC Plant and Design Build 1999 (Yellow Book) in regard to major hydro-mechanical upgrade works for a hydropower project in Central Asia.
- Party appointed Dispute Board Member in an *ad hoc* DAB in connection with the construction of a 400MW combined cycle power plant in Bangladesh.
- Appointed chairman by party agreement on two different standing dispute boards, with different contractors and the same employer, both under the FIDIC Construction 1999 (Red Book) in regard to road construction of a strategic commercial corridor in the Balkans.
- ICC appointed Sole Dispute Board Member for a highway rehabilitation project in East Africa. The contract was a FIDIC MDB version, but with an *ad hoc* Dispute Boards under World Bank financing.
- FIDIC appointed DAB Member and selected chairman on a standing dispute board Construction 1999 (Red Book) in regard to a dredging and port extension project in Eastern Europe.
- Party appointed Sole Dispute Board Member for a road construction project in Central Asia. The contract was a FIDIC MDB [2010] version with a standing Dispute Boards under ADB financing.
- Appointed chairman by party agreement on a standing dispute board under a FIDIC MDB [2010] in regard to the construction of a drinking water mains in Uganda.
- Appointed chairman by party agreement on an *ad hoc* dispute board under a FIDIC Construction 1999 (Red Book) in regard to the construction of sewer lines in Uganda.
- Appointed chairman by party agreement on two different standing dispute boards, with different contractors and the same employer, both under the FIDIC MDB [2010] form in regard to road construction in Georgia.
- Party appointed Dispute Board Member in a standing DAB in the connection with a design build contract for a major bridge in Gambia under a FIDIC Plant & Design Build 1999 (Yellow Book) form of Contract.
- Party appointed Dispute Board Member in an *ad hoc* DAB in the connection with a design build contract for a five star resort in French West Africa under a FIDIC EPC Turnkey 1999 (Silver Book) form of Contract.

Curriculum Vitae – Jim Perry

EXPERIENCE: Arbitration/ Dispute Boards/ or Non-contentious work

- Jointly appointed Sole Dispute Board Member in an *ad hoc* DAB in connection with motorway construction under a FIDIC Red Book contract in Eastern Europe with EIB financing.
- ICC appointed Sole Dispute Board Member in two motorway construction projects in Central Asia. The contracts were FIDIC MDB version with standing Dispute Boards under World Bank financing.
- Appointed chairman by party agreement on a standing dispute board under a FIDIC Construction 1999 (Red Book) in regard to a maritime and container port construction project on the North Pacific coast of South America.
- MCA-Sénégal and Contractor appointed Sole Dispute Board Member in two Highway construction projects in West Africa. The contracts are FIDIC Red Book version with standing Dispute Boards under Millennium Challenge Corporation financing. One project related to road rehabilitation, the other to irrigation civil works. (French language case)
- Party appointed Dispute Board Member in an *ad hoc* DAB in connection with the construction of a hydroelectric dam in Central America.
- Sole Dispute Board Member under a FIDIC Yellow Book *ad hoc* DAB in connection with a ten million Euro dispute in regard to a water treatment plant in Eastern Europe.
- Co-Counsel under a FIDIC Yellow Book *ad hoc* DAB in connection with a twenty million Euro dispute regarding the design and construction of a 25km section of motorway in Eastern Europe.
- Co-Counsel under a FIDIC Red Book *ad hoc* DAB in connection with a fifteen million Euro dispute regarding the design and construction of a 50km section of national roadway in Eastern Europe.
- Dispute board proceedings, co-counsel in connection with a dispute board procedure in Bucharest in a dispute over non payment and defects related to the construction of a luxury housing scheme.
- ICC Paris, 40M € dispute regarding the electrification, signalling and controls on a major urban commuter line serving 26 million passengers per year in North Africa capital city. Acting as party appointed delay and quantum expert. (French language case).
- ICC Paris, 100M € dispute regarding the M&E installations for the construction of a billion Dollar cultural facility in North Africa design to receive up to 120,000 members of the general public at a single event. Acting as party appointed delay expert (French language case).
- ICC, Bucharest, and commercial court Istanbul, dispute related to the replacement of a concrete structure subcontractor for the construction of a high-rise building complex for delays in the subcontract works. (Acting as in-house counsel/ technical advisor and coordinator over litigation in Turkey, mediation and arbitration in Romania.)
- ICC Hong Kong, provided an expert legal opinion on the interpretation of the Contractor's liability imposed by certain clauses under the FIDIC EPC Turnkey model form of Contract 1999 (Silver Book) and the impact of certain Particular Conditions in connection with the design and construction of a cement factory in Central Asia.
- ICC Geneva, 100M € arbitration between general contractor joint venture partners in connection with a 100M € dispute over scope of work and delay and disruption in relation to the construction of a coal fired power plant in Europe. Co-counsel.

Curriculum Vitae – Jim Perry

EXPERIENCE: Arbitration/ Dispute Boards/ or Non-contentious work

- ICC Geneva, arbitration between general contractor and mechanical erection subcontractor in connection with a dispute over scope of work and delay and disruption in relation to the construction of a coal fired power plant in New Caledonia. Quantum expert witness.
- ICC Paris, 550M € arbitration between employer and general contractor for a major LNG handling and storage facility in Europe under an EPC contract. Serving as party appointed delay expert in dispute of several hundred million Euros. (French language case)
- Tribunal de Commerce de Paris, technical advisor in litigation with regard to additional costs and non-payment, in connection with the construction of water distribution works in Morocco. (French language case)
- ICC, Paris, preparation of damages case as co-legal counsel to client related to a hundred million Euro arbitration between joint venture partners for the implementation of a complex mechanical system destined for use by a major European airport operator. (French language case)
- ICC, Geneva, arbitration related to delay and disruption between joint venture partners contracted for the construction of a 500Mkw power plant in Greece (delay expert witness).
- ICC, Stockholm, arbitration related to the implementation of a Franco-Russian government backed program to develop mass production of pre-fabricated housing (Acting as co-counsel).
- ICC, Geneva, arbitration related to the default of a major equipment supplier for a gas injection facility in the Middle East (delay expert witness).
- ICC, London, arbitration related to the construction of a shopping center located in Warsaw, Poland (Technical/ legal advisor to client.)
- ICC, Paris, multiple arbitrations related to the construction of leisure facilities located in France (Technical/ legal advisor to client).
- Co-drafter of Sample Bidding Tender Particular Conditions and Supervising Engineer Terms of Reference for FIDIC contracts for the European Delegation to Turkey.
- Litigation, Kuala Lumpur, related to construction of deep foundations for ultra high-rise buildings. (Technical/ legal advisor to client).
- Litigation, Denver USA, related to expansive soils damage to a residential development. (Technical/ legal advisor to client).

Industrial, Power and Petrochemical

- Advice and drafting standard particular conditions to go with FIDIC RB contracts for international tire factory projects.
- Coal fired power plant, Europe (Expert witness)
- Hydroelectric Power Station, Guatemala (Dispute Board Member)
- Hydroelectric Power Station, SE Asia (Dispute Board Chairman)
- M&E upgrade of a Hydroelectric Power Station, Central Asia (Sole DB Member)
- Gas injection facility, Middle East (Expert witness)
- Gas cogeneration power plant, Komotini, Greece (Expert witness)

Curriculum Vitae – Jim Perry

- Gas cogeneration power plant, South Asia (DAB Member)
- LNG terminal (8.25 Bn m3 capacity) green field project, Europe (Expert witness)
- LNG terminal (13 Bn m3 capacity) green field project, Europe (Claims)
- Gas gathering and treatment facility, North Africa (Claims)
- Coal fired power plant, Noumea, New Caledonia (Expert witness)
- Dry lining production facility, Vaujour France (Watching brief)
- Silicium production facility, Saint Antin France, EPC contract negotiation.
- Complex baggage handling system – (Co-counsel, specialist for quantum and delay issues)
- Project manager Campbell's Soup – Extension of a soup factory in Maxton, NC

Heavy civil, transportation and infrastructure

- Standing Dispute Board Member for the construction of a rolled compacted concrete dam in the Middle East.
- Standing Dispute Board Chair for the construction of a hydroelectric dam in South East Asia.
- Standing Dispute Board Chair for the construction of a hydroelectric dam in East Africa.
- Standing Dispute Board Chair for a road construction project in the Balkans.
- Standing Dispute Board sole member for a road construction project in the Caucasus.
- Standing Dispute Board sole member for a drinking water mains in Uganda.
- Sole *ad hoc* Dispute Board Member for a hydroelectric dam in Central Asia.
- Standing Dispute Board Chair for the construction of breakwater for a major Black Sea port.
- Standing Dispute Board Chair for a major rehabilitation of a principal container port in South America.
- Co-arbitrator in a case involving railway construction in Eastern Europe.
- Co-arbitrator in a case involving road construction in East Africa.
- Delay and quantum expert in an urban commuter rail line electrification, signalling and controls upgrade in North Africa.
- Standing Dispute Board Member for a major bridge construction project linked to a transcontinental highway in West Africa.
- Sole *ad hoc* Dispute Board Member appointed by the ICC for a road rehabilitation project in East Africa
- Advice and drafting standard particular conditions to go with FIDIC RB contracts for international container ports operator.
- Advisor to the Minister of development in an East Asian country in the matter of the termination of a contractor for delay in the performance of a contract related to motorway construction. (FIDIC MDB and IFI financing)
- Central Asia, sole dispute board member for the construction of 50km of motorway.
- Central Asia, sole dispute board member for the construction of 20km of roadway.



Curriculum Vitae – Jim Perry

- French West Africa, sole dispute board member for the reconstruction of a national highway and principle bridge works.
- Eastern Europe, watching brief for the construction of a 43Km section of motorway.
- Eastern Europe, advising in litigation for the rehabilitation of 50km of national highway.
- Offshore drilling works in Southeast Asia (Arbitrator)
- Dredging works for shipping lane in Central America (Arbitrator)
- Water treatment facility in rural Romania (FIDIC Sole Adjudicator).
- Major bridge structure for a high speed rail line in Morocco (Legal advisor)
- Water distribution and treatment works Oujda Morocco. (Technical assistance in French court).
- Co-drafter standard contract Particular Conditions for the EU Delegation to Turkey for water treatment, WWTP, railroad and roads works financed by the EU.
- Civil construction for a nuclear reactor test facility (advisor to government agency)
- Kuala Lumpur City Centre heavy foundations including barrette piles, raft foundations, slurry walls and cut and cover tunnels. (Contract Administrator)
- Prague International Airport – tripled terminal capacity of existing airport and added taxiways, aprons and equipment – Prague CR. (Contracts Director 1995-1998 for the D&B general contractor)
- Strontia Springs Dam - double curve thin arch concrete dam – Colorado, USA. (Cost engineer and labourer).

Leisure and tourism

- Peninsula Hotel Paris, providing procurement strategy advice, and watching brief.
- Accor Hotel group, providing claim strategy and watching brief, Paris, France
- Villages Nature (JV of Euro Disney SCA and Pierre & Vacances), providing advice on development of project contracting documents – Marne la Vallée, France
- EuroDisney Magic Kingdom theme park – Marne la Vallée, France. (Contracts Manager.)
- EuroDisney Walt Disney Studios theme park – Marne la Vallée, France (Contracts Director – Managing Director)
- Luxury resort development in French West Africa (DAB Member).

Education and Culture

- Kuala Lumpur City Centre including Opera House - Kuala Lumpur, Malaysia. Contracts Manager.
- Kings College London School of Medicine teaching facilities – London. Contracts Manager.
- Grande Mosquée in North Africa for congregations up to 120,000 people (Expert).
- Implementation of an industrial base to mass-produce 2,500 prefabricated houses per year - Russia (Arbitration counsel)
- EPC contract for the construction of 10,000 housing Units – Venezuela (Transaction and oversight)

Urban development

Curriculum Vitae – Jim Perry

- 300 million Euro urban development project in Minsk, Belarussia, including luxury hotel, office and commercial complex. (Construction contract drafting)
- EPC contract for the construction of 10,000 housing Units – Venezuela (Transaction and watching brief)
- EPC contract for the construction of 17,000 housing Units – Venezuela (Transaction and watching brief)
- London West End top end luxury apartment development – Stone fit out works (Claim defense on quality issues)
- Residential complex (6x13 storey towers + 4x6 storey towers). Luxury residential complex in Bucharest – Romania.
- Residential complex. Luxury residential complex in Bucharest – Romania.
- Kuala Lumpur City Centre including 92 storey Petronas Twin Towers - Kuala Lumpur, Malaysia. (Contracts Manager)
- Exxon headquarters Malaysia – 50 storey tower at Kuala Lumpur City Centre site – Malaysia. (Contracts Manager)
- Project manager new office building - Greensboro NC
- Project manager new office building - Charlotte NC
- Project Manager new office building - Raleigh, NC

Retail

- Kuala Lumpur City Centre including shopping Mall - Kuala Lumpur, Malaysia. (Contracts Manager)
- Project manager shopping mall - Lynchburg, VA
- Project manager shopping mall - Charlotte, NC
- Shopping mall - Warsaw, Poland (Technical assistance to arbitration)

Hospitals

- Project manager Moses Cone Hospital renovation - Greensboro, NC

PROFESSIONAL CAREER

2003 – Present	Partner, PS Consulting, www.ps-consulting.fr
2012 - Present	Founding Partner Global Construction & Infrastructure Legal Alliance (Gcila) www.gcila.org
2005 – Present	Of Counsel, François & Associés, Paris
2002 – 2003	Managing Director - EuroDisneyland Imagineering – Mame la Vallée France
1999 – 2002	Director Contract Administration - EuroDisneyland Imagineering – Mame la Vallée France
1995 – 1999	Directeur Adjoint – Bouygues Bâtiment International – Czech republic & UK
1993 – 1995	Senior Contracts Manager – Lehrer McGovern Bovis – Malaysia

Curriculum Vitae – Jim Perry

**PROFESSIONAL
CAREER**

1988 – 1993	Senior Contracts Manager – Lehrer McGovern Bovis – Marne la Vallée France
1985 – 1988	Project Manager – McDevitt & Street Bovis – NC, USA

**UNIVERSITY LECTURER
POSITIONS**

Date	Course
Since March 2016	Visiting lecturer at University of Stuttgart for the Module on FIDIC contracts within a Practice and Law Masters of Business Engineering (MBE) program.
Since November 2015	One of four invited lecturers at l'Ecole Nationale des Ponts et Chaussées for a two day annual continuing education course on international contract forms.
Since September 2016	Visiting lecturer at l'Université Paris II Assas. Diplôme Universitaire; International Construction Contracts.

PUBLICATIONS

"Dispute Boards", Chapter 10, Dispute Prevention and Settlement through Expert Determination and Dispute Boards, ICC Publication No. 792E [2017], ISBN 978-92-842-0427-4

"FIDIC Contracts 200 Frequently Asked Questions and Answers", Bloomsbury India [2016], ISBN 978-92-925-7607-0

"The Evolution of Global Claims and *John Doyle Construction Ltd v. Laing Management (Scotland) Limited*", The International Construction Law Review, Volume. 22, Part 2, April 2005, ISBN 0265 1416.

**TRAINING
EXPERIENCE**

Date	Course
April 2018	Accredited FIDIC, Module 1 (Introduction to FIDIC) and Special Advanced FIDIC Module in-house training and team coaching organized by the Asian Development Bank, Tbilisi, Georgia.
April 2017	Accredited FIDIC, Module 1 (Introduction to FIDIC) in-house training and team coaching organized by the Asian Development Bank, Tbilisi, Georgia.
October 2016	Accredited FIDIC, Module 1 (Introduction to FIDIC) in-house training and team coaching organized by the Asian Development Bank, Yerevan, Armenia.
August 2016	Accredited FIDIC, Module 2 and 2A (Claims and claims administration) in-house training and team coaching organized by the Asian Development Bank, Hyderabad.
May 2016	Accredited FIDIC, Modules 1 and (Introduction to FIDIC and Claims Management) Five day in-house training and team coaching for Employer's staff of Gibe III hydroelectric dam project, Ethiopia. Organized by the Engineer.
April 2016	Accredited FIDIC, Module 1 (Introduction to FIDIC) in-house training and team coaching organized by the Asian Development Bank, Tbilisi, Georgia.
October 2015	Accredited FIDIC, Module 1 (Introduction to FIDIC) in-house training and team coaching organized by the Asian Development Bank, Kabul, Afghanistan.
July 2015	Accredited FIDIC, Module 2 and 2A (Claims and claims administration) in-house training and team coaching for a global foods company, Curitiba, Brazil.

Curriculum Vitae – Jim Perry

**TRAINING
EXPERIENCE**

June 2015	Accredited FIDIC, Module 2 and 2A (Claims and claims administration) in-house training and team coaching organized by the Asian Development Bank, New Delhi.
June 2014	Accredited FIDIC, Module 2 and 2A (Claims and claims administration) in-house training and team coaching organized by the Asian Development Bank, New Delhi, Bangalore.
April 2014	Accredited FIDIC, Module 2 (Claims administration) in-house training organized by the Institute for Consultancy & Productivity Research, for the Dedicated Freight Corridor Corporation of India Ltd., New Delhi.
March 2014	Accredited FIDIC Modules 1-3 plus 3a (Introduction, Claims, Dispute Boards, and Contract Administration) in-house training organized by the Ethiopian office of the World Bank, Debre Zeit, Ethiopia
February 2014	Accredited FIDIC, Module 2 (Management of Claims and the Resolution of Disputes, under FIDIC Contracts) public training course. Ankara, Turkey.
December 2013	Accredited FIDIC Modules 1-3 plus 3a (Introduction, Claims, Dispute Boards, and Contract Administration) in-house training organized by the Ethiopian office of the World Bank, Debre Zeit, Ethiopia
June 2013	Accredited FIDIC, Module 2 and 2A (Claims and claims administration) in-house training organized by the Asian Development Bank, New Delhi, Mysore, Hyderabad.
January 2013	Accredited FIDIC, Module 2 (Claims administration) in-house training organized by the Institute for Consultancy & Productivity Research, for the Dedicated Freight Corridor Corporation of India Ltd., New Delhi.
November 2012	Accredited FIDIC, Module 1 (Practical Use of FIDIC Contracts 1999) public training course. Ankara, Turkey.
September 2012	Accredited FIDIC, Module 2 and 2A (Claims and claims administration) in-house training organized by the Consulting Engineers Association India, for the Asian Development Bank, New Delhi, Mysore.
September 2012	Specially adapted FIDIC three day trading course on FIDIC Red and Yellow Books for the European Union Delegation to Turkey and Project Implementation Units. Ankara Turkey.
February 2012	Accredited FIDIC, Module 2 (Claims administration) training for the Japan International Cooperation Agency (JICA), Hanoi.
December 2011	Accredited FIDIC, Module 3 (Dispute Boards) Public training organized by the Korean Engineering & Consulting Association, Seoul, Korea
August 2011	Accredited FIDIC, Module 2 (Claims administration) in-house training organized by the Consulting Engineers Association India, for the Dedicated Freight Corridor Corporation of India Ltd., New Delhi.
July 2011	Accredited FIDIC, Module 2 (Claims administration) in-house training organized by the Consulting Engineers Association India, for the Asian Development Bank, New Delhi, Bangalore, Guwahati, Bhopal.
June 2011	Accredited FIDIC, Module 2 (Claims administration) public training course sponsored by ACES and MACE, Belgrade Serbia.
March 2011	Accredited FIDIC, Module 1 (Introduction to FIDIC) public training course sponsored by ACES and MACE, Belgrade Serbia.
December 2010	Accredited FIDIC, Module 2 (Claims administration) training for the Japan International Cooperation Agency (JICA), Tokyo.

Curriculum Vitae – Jim Perry

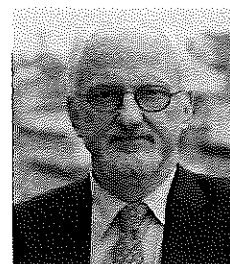
**TRAINING
EXPERIENCE**

October 2010 2012	Accredited FIDIC, Module 2 (Claims administration) training for the Japan International Cooperation Agency (JICA), Hanoi.
September 2010	Accredited FIDIC, Module 2 (Claims administration) in-house training organized by the Consulting Engineers Association India, for the Asian Development Bank, New Delhi.
July 2010	Accredited FIDIC, Module 2 (Claims administration) training for the Japan International Cooperation Agency (JICA), Jakarta.
June 2010	Accredited FIDIC, Module 2 (Claims administration) public training sponsored by the Consulting Engineers Association India, Mumbai.
February 2010	Accredited FIDIC, Module 2 (Claims administration) training for the Japanese International Cooperation Agency (JICA), Tokyo.
July 2009	Accredited FIDIC, Module 4 (Contract Administration) training for the Albanian Development Fund, Tirana.

**OTHER
INFORMATION**

Language: French (fluent); Spanish (notions), Czech (notions)
Computer literate (Word, Excel, Project, MS Project, Primavera etc...)



MR. GEOFF SMITH**Curriculum Vitae**

NAME Geoffrey Smith
DATE OF BIRTH 01 February 1954
TITLE Partner
EDUCATION Loughborough University, UK
 Holborn College of Law, UK
 Association of Chartered Certified Accountants, UK

QUALIFICATIONS & EXPERIENCE

BSc Degree in Civil Engineering
 LLDip Postgraduate Diploma in Law
 CDipAF Postgraduate Diploma in Accounting & Finance
 CEng Chartered Engineer
 FICE Fellow of the Institution of Civil Engineers
 FCIArb Fellow of the Chartered Institute of Arbitrators
 Barrister Member of Middle Temple, Bar of England & Wales
 Accredited Mediator & Conciliator (CIArb & ICE)
 Member of the Society of Construction Law
 Member of the International Bar Association
 Member of French National Committee of ICC
 Chair, Bank Liaison Committee of the Disputes Resolution Board Foundation
 Member of the FIDIC President's List of Approved Disputes Adjudicators
 Member of the SYNTEC "Liste Française d'Adjudicateurs FIDIC"
 Accredited International Trainer (FIDIC)
 Affiliate member, FIDIC
 Affiliate member, European International Contractors (EIC)

PROFESSIONAL CAREER

2003- Present Partner - PS Consulting (Contracts Management & Dispute Resolution)
 1995 - 2003 Independent Consultant (Contracts & Dispute Management)
 1988 - 1995 Operations Director (France) – DSG (Claims Consultants) dealing with projects in East, West & Southern Africa, Middle East & Europe
 1985 - 1987 Senior Contracts Manager – seconded to Bouygues SA – Expressway project, Iraq
 1983 - 1985 Contracts Manager – seconded to CM Fillod SA – Building projects, Iraq
 1981 - 1983 Contracts Manager – seconded to Sobea Spie Capag JV – Water supply project, Iraq
 1979 - 1981 Assistant Resident Engineer – Sir Bruce White & Partners – Thames Tidal Flood Defences, UK - Supervision of underwater works, diaphragm walling, embankments.
 1975 - 1979 Graduate Engineer – Edmund Nuttall Ltd – Tunnelling, marine & dam projects.

Curriculum Vitae – Geoff Smith

LITIGATION/ARBITRATION/ADR EXPERIENCE:

- Sole Member of a standing Dispute Board in relation to refurbishment of a 160MW hydro-electric plant in West Africa
- Member of a 3-person standing Dispute Board in relation to two hydro-electric schemes in Central Africa.
- Sole member of an ad hoc Dispute Board in relation to electricity distribution network, West Asia.
- Member of a 5-person panel of Dispute Board Members for a nuclear power project in Western Europe
- Member of a 3-person ad hoc Dispute Board in relation to hydro-electric scheme in S.E. Asia
- Sole member of ad hoc Dispute Board in relation to road project in Francophone West Africa.
- Sole member of three standing Dispute Boards in relation to road & bridge projects in Francophone West Africa
- Sole member of an ad hoc Dispute Board in relation to an East European Design & Build road project
- Member of a 3-person standing Dispute Board in relation to an East European roads project
- Sole member of an ad hoc Dispute Board in relation to a road project in S.E. Asia
- Sole member of an ad hoc Dispute Board in relation to a metro project in Eastern Europe
- Member of a 3-person Dispute Board in relation to an underground section of a mass transit railway, S.E. Asia
- Sole adjudicator in relation to a gas storage facility in Scotland
- Chair of a 3-person ad hoc Dispute Board in relation to a large Middle Eastern oil refinery project
- Expert determination in relation to a dispute arising from Combined Cycle Power Plant in West Africa
- Party-appointed arbitrator in ad-hoc proceedings in relation to 230 km of motorway in Greece
- Party-appointed arbitrator in an ICC arbitration arising from a roads project in Eastern Europe
- Party-appointed arbitrator in an ICC arbitration related to marine works in East Africa.
- Counsel in CIETAC arbitration, Beijing - related to the termination of a building contract – successfully argued for loss of profit on Works not executed.
- Counsel in ad-hoc arbitration, Jakarta - related to claims for delay, loss & expense, arising from a condominium project
- Co-Counsel in ad-hoc arbitration, Southern Africa - related to claims of professional negligence against the Engineer
- Co-Counsel in an ICC arbitration in relation to a Main Contractor/Subcontractor dispute arising from a high-rise building project in Kuala Lumpur



Form for Manufacturers of Proposed Plants, Equipment Materials & Instruments for Permanent Works (Lot-1)

The following manufacturers are proposed for supply of the Proposed Plants, Equipment Materials & Instruments for Permanent Works listed in Section III, sub-section 1 (Qualifications), *sub-section A-1.5*.

SL. No.	Plants, Equipment Materials & Instruments for Permanent Works	Proposed Manufacturer and Make	Country of Origin /Manufacture	Experience and Certificates of Manufacturer
1	Pumps with a capacity ranging between 100kW and 500kW			
2	The variable speed drives with a capacity ranging between 100kW and 500kW			
3	Ductile Iron Pipes and fittings			
4	Ductile Iron Valves			
5	HDPE pipes and Fittings			
6	Electromagnetic Flow meters			
7	Generator			

Proposers should provide supporting documents to demonstrate that each of the proposed manufacturers meets the minimum qualification requirements listed in Section III, sub-section A-1.5 of the RFP.

(1)

Form for Manufacturers of Proposed Plants, Equipment Materials & Instruments for Permanent Works (Lot-2)

The following manufacturers are proposed for supply of the Proposed Plants, Equipment Materials & Instruments for Permanent Works listed in Section III, sub-section 1 (Qualifications), *sub-section A-1.5*.

SL. No.	Plants, Equipment Materials & Instruments for Permanent Works	Proposed Manufacturer and Make	Country of Origin/Manufacture	Experience and Certificates of Manufacturer
1	Pumps with a capacity ranging between 100kW and 500kW			
2	The variable speed drives with a capacity ranging between 100kW and 500kW			
3	Ductile Iron Pipes and fittings			
4	Ductile Iron Valves			
5	HDPE pipes and Fittings			
6	Electromagnetic Flow meters			
7	Generator			

Proposers should provide supporting documents to demonstrate that each of the proposed manufacturers meets the minimum qualification requirements listed in Section III, sub-section A-1.5 of the RFP.

R

Curriculum Vitae – Geoff Smith

- Management of a CIAC arbitration (Philippines) related to a luxury condominium project
- Assisted Counsel in an ICC arbitration arising from two power plant projects in Middle East
- Assisted Counsel in BANI arbitration, Jakarta, related to claims for delay, loss & expense arising from a condominium project
- Party advisor in relation to an ICC arbitration arising from a hydro-electric power plant, Central America
- Mediator in relation to termination of 3 road construction contracts in Central Asia.
- Mediated resolution of Main Contractor / Subcontractor dispute arising from a condominium project in Indonesia
- Mediator in a dispute between the Consulting Engineer/Client arising from a geothermal power installation in Western Europe
- Expert witness (quantum) in ICC arbitration in relation to a railway project in Algeria (French language)
- Expert witness (quantum) in ICC arbitration in relation to an ore-handling terminal in New Caledonia (French language)
- Expert witness (quantum) in Stockholm Chamber of Commerce arbitration in relation to construction of a brickworks in Russia
- Preparatory work for Expert witness assignment (quantum) in ICC arbitration in relation to a gas pipeline project in Algeria (French language)
- Preparatory work for Expert witness assignment (delay) in ICC arbitration in relation to a power plant in the Netherlands
- Audit following an arbitration in relation to a motorway project in Sri Lanka to facilitate post-arbitration negotiations
- Appointed by a Multilateral Development Bank to help resolve disputes related to energy and transport projects in a West Asian country

PROJECTS INCLUDE:**Transport**

- Railway refurbishment (650 km) - Cambodia
- New Railway (360 km) – Algeria (French language)
- Railway electrification – Algeria (French language)
- Track-work for Rapid Transit System –Taiwan
- Docklands Light Railway Extension to Bank Station – London, UK
- MRT projects – Vietnam, Indonesia & Eastern Europe
- Motorway construction (230 km) – Greece
- Motorway construction – Sri Lanka

Curriculum Vitae – Geoff Smith

- Motorway construction – Cameroon (French language)
- Road Refurbishment - Tanzania
- Road Refurbishment – Timor Leste
- Urban expressway – Iraq
- Road Refurbishment - Togo (French language)
- Road & Bridge projects - Senegal (French language)
- Road projects – Central & West Asia
- Road projects - Eastern Europe

Industrial & Energy

- Nuclear power plant – Western Europe
- Refurbishment of hydro-electric installations – West Africa
- Hydro-electric power plant - Central America
- Hydro-electric power plants - Central Africa
- Hydro-electric power plant – SE Asia
- Geothermal power plant - Germany
- Three combined cycle thermal power stations – Vietnam
- Two thermal power stations - Lebanon
- Thermal power plant – Malta
- Combined Heat & Energy Plant - Netherlands
- 4 x 415 MW Combined Cycle Thermal Power Station - UK
- Combined Cycle Thermal Power Station – West Africa
- Biomass power plant - UK
- Sub-stations - West Asia
- Electricity distribution network – West Asia
- Refurbishment of an underground gas storage facility – France (French language)
- Gas pipeline – Algeria (French language)
- LNG Terminal – France (French language)
- LNG Terminal - Greece



Curriculum Vitae – Geoff Smith

- Landfill for marine gas pipeline - Belgium
- Gas pipelines & compressor stations - Belgium & France (French language)
- Gas storage facility - Scotland
- Oil installations – Port Harcourt, Nigeria
- Oil installations – Saudi Arabia
- Oil refinery – Middle East
- Ore handling terminal – New Caledonia (French language)
- Pharmaceutical installation – Belgium
- Steelworks – Nigeria
- Brickworks – St. Petersburg, Russia

Heavy civil and infrastructure

- Ground treatment works – Paris Metro, France (French language)
- Funicular tunnel under a glacier – France (French language)
- Soft ground tunnelling – UK
- Directional drilling – France (French language)
- Thames Tidal Flood Defences – UK (diaphragm walls, drilled piles, sheet piling, underwater jet grouting, underwater foundations, flood embankments)
- Port developments - Kenya & Vietnam
- Marine works – East Africa

Water & Sewage

- Water distribution network – Baghdad, Iraq
- Water distribution network – Lagos, Nigeria
- Water treatment & distribution – Iraq
- Refurbishment of sewage pumping stations – Ghana
- Collector sewers – Eastern Europe

Buildings

- Office & residential complex - Kuala Lumpur, Malaysia
- "Airbus" offices & training centre – Beijing, PRC
- Shopping Mall – Shanghai, PRC



Curriculum Vitae – Geoff Smith

- Shopping Mall – Surabaya, Indonesia
- Television studios – Hanoi, Vietnam
- Numerous Condominium projects – Jakarta, Indonesia
- Numerous Condominium projects – Bangkok, Thailand
- Major Condominium project - Manila, Philippines
- Hotel project – Bangkok, Thailand
- Hotel refurbishment - Jakarta, Indonesia
- Office complexes in Moscow (Russia), Abu Dhabi (UAE), Bangkok (Thailand) and Alabang (Philippines)
- 1000 beds hospital (PPP) – Corbeil Essonne, France (French language)
- Building design consultancy agreement – Moscow, Russia
- Ministry Headquarters – Abuja, Nigeria
- Ministry Headquarters - Baghdad, Iraq
- 20 Gymnasias – Iraq
- 1000 Housing Units – Gaborone, Botswana
- Theme park – Marne la Vallée, France
- Art Centre – Southern France (French language)
- Other**
 - “Due Diligence” audit in relation to acquisition of a major UK contractor by French company
 - 3rd Party audit in relation to Main Contractor/Sub-contractor dispute in Cameroon
 - Audit and recommended solution following an arbitration and other pending disputes in relation to a motorway project in Sri Lanka
 - Assistance to World Bank adapting Standard Procurement Documents for FIDIC 2017 with particular reference to the role of the DAAB

TRAINING EXPERIENCE:

- Lecturer in International Construction Contracts - Université Paris II, Panthéon-Assas, Paris, France
- Lecturer in FIDIC Contracts, Ecole Nationale des Ponts et Chaussées, Paris
- Lecturer in dispute resolution, “Master in Public Procurement Management for Sustainable Development”, International Training Centre of ILO, Turin & University of Turin



Curriculum Vitae – Geoff Smith

- **FIDIC accredited international trainer** – developed and presented courses on Contracts, Claims Management, DAB & Contracts Administration on behalf of FIDIC in numerous countries in Asia, Middle-East & Africa, Mentor for candidates seeking accreditation as trainers.
- **JICA** – developed training materials and presented courses in East & SE Asia in relation to the MDB Harmonised Edition of the FIDIC Red Book & advised on adaptation of FIDIC Yellow Book for JICA use.
- **ADB** – developed materials and trained ADB & borrowers' staff (Headquarters, Central & SE Asia) on MDB Harmonised Edition of the FIDIC Red Book, the FIDIC Yellow & Gold Books, NCB Contract (PRC), as well as good procurement practice under FIDIC contracts.
- **OECD/EU** – Preparation of "Contracts" training module for countries aspiring to join the EU; critical review & contributor to "Contracts Performance" training module; preparation and presentation of "Contracts Management" training course; author of paper on the "Enforcement of Supply Contracts".
- **In-house Contracts Management courses** in France, U.K., Russia, Romania, Cuba, Cyprus, Morocco, Turkmenistan, Thailand, Singapore, Malaysia, Nigeria, Canada.
- **In-house FIDIC courses** in Morocco, Romania, Thailand, Philippines, Qatar, Denmark, France.
- **Lead Examiner** for the SYNTEC "Liste Française d'Adjudicateurs FIDIC"
- **Mentor** to potential Dispute Board members on behalf of the Dispute Resolution Board Foundation.

PUBLICATIONS & CONFERENCES

- Speaker, 4th Global Procurement Conference, Rome, July 2019
- Session Chair, Dispute Resolution Board Foundation Conference, Berlin, May 2019
- Advanced Workshop organiser, Dispute Resolution Board Foundation Conference, Bucharest, March 2019
- Speaker, "Workshop on Procurement and Anti-corruption for Effective Project Implementation", organised by Ministry of Finance, PRC & ADB, Beijing, June 2018
- Speaker, Dispute Resolution Board Foundation Conference, Tokyo, May 2018
- Workshop Organiser, Dispute Resolution Board Foundation, Tokyo, May 2018
- Session Chair, Dispute Resolution Board Foundation Conference, Madrid, May 2017
- Speaker on Dispute Boards, IAACM Seminar, Paris, March 2017
- Speaker at the Asian-Pacific FIDIC User's Conference, Shenzhen, July 2014
- Speaker at World Bank Meeting of Heads of Procurement MENA Region, Sharjah, June 2014
- Session Chair, Dispute Resolution Board Foundation Conference, Singapore, May 2014
- Workshop Organiser, Dispute Resolution Board Foundation, Paris, May 2013



Curriculum Vitae – Geoff Smidl

- Session Chairman at the 4th International Construction Law Conference, Melbourne, May 2012
- Workshop Leader, Dispute Resolution Board Foundation, Sydney, May 2012
- Speaker at the Asian-Pacific FIDIC Users' Conference, Singapore, July 2011
- Speaker on "Contracts Management" at OECD – EU Procurement Conference, Skopje, June 2010
- Speaker on "Dispute Resolution Mechanisms" at ICE European Local Associations Conference, Paris, May 2010
- Speaker (in French) on "The Role of the Expert in Construction Disputes", Paris, December 2009
- Speaker on "Mediation" at Fédération Nationale des Travaux Publics, Paris, February 2006
- Co-author with Jim Perry of "FIDIC Contracts, 200 Frequently Asked Questions and Answers", Bloomsbury India [2016], ISBN 978-92-925-7607-0
- Co-author with Jim Perry of "The Evolution of Global Claims" – The International Construction Law Review, Informa Publishing, April 2005 Volume. 22, Part 2, April 2005, ISSN 0265 1416.
- Author of Contracts Management guide for major French general contractor (French language).
- Speaker on "Causes of Construction Disputes" at ICE European Local Associations Conference, Munich, May 2003

OTHER INFORMATION

- Chairman, Bank Liaison Committee of Dispute Resolution Board Foundation responsible for relations between International Financing Institutions and the Dispute Resolution Board Foundation
- Dual Nationality: French & British
- Languages: English (mother tongue); French (fluent)