



**Roads and Highways Department**

# **Request for Bids Works**

## **Procurement of Works**

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**Package name:** Prioritized Mass Action Package 2 - Central Zone  
(Dhaka and Mymensingh)  
**Description:** Construction and development of road safety measures  
on National (N501), and Regional highways of R465  
and R480.

**Package number:** WP(RHD)-03

**Invitation for Tender No:** 35.01.2690.078.07.014.25.1034 **Date:** 30/04/2025

**Agency:** Roads and Highways Department  
**Project:** Bangladesh Road Safety Project.  
**Country:** Bangladesh

**Issue on:** .....

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# Standard Procurement Document

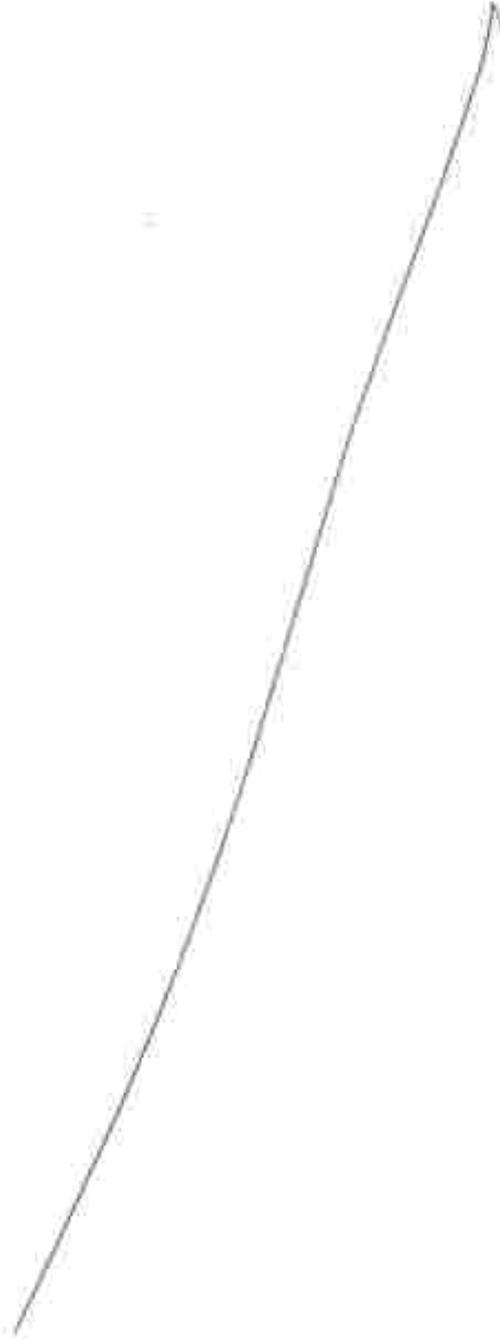
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## PART 1 – Bidding Procedures





# Section I - Instructions to Bidders

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# Section I - Instructions to Bidders

## A. General

### I. Scope of Bid

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

1.2 Throughout this bidding document:

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

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

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

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

**"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

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

**"Sexual Harassment"** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;

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

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



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

2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") specified in the BDS has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Fraud and Corruption**
  - 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
  - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
4. **Eligible Bidders**
  - 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and,

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in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  2. receives or has received any direct or indirect subsidy from another Bidder; or
  3. has the same legal representative as another Bidder; or
  4. has a relationship with another Bidder, directly or through common third parties, which puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
  5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or
  7. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS [TB 2.] 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
  8. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the



disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as described in Section VI paragraph 2.2 d, shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is



involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment: (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 4.11 This bidding is open only to prequalified Bidders unless specified in the BDS.

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

- 5.1 The materials, equipment, and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

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

**PART 1 Bidding Procedures**

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

**PART 2 Works Requirements**

- Section VII - Works' Requirements

**PART 3 Conditions of Contract and Contract Forms**

- Section VIII - General Conditions (GC)
- Section IX - Particular Conditions (PC)



• Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer or the Notice of Request for Bids (RFB) issued by the Employer to the prequalified Bidders are not part of the Bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information and documentation as is required by the Bidding document.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting
- 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified in the BDS or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to



property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so specified in the BDS, the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified in the BDS. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

#### 8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### C. Preparation of Bids

#### 9. Cost of Bidding

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



- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID."
- 11.2 The Technical Part shall contain the following:
1. Letter of Bid – Technical Part, prepared in accordance with ITB 12;
  2. Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
  3. Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
  4. Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
  5. Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications;
  6. Conformity: a technical proposal in accordance with ITB 16;
  7. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration using the form included in Section IV, Bidding Forms; and
  8. any other document required in the BDS.
- 11.3 The Financial Part shall contain the following:
- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
  - (b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;



- (c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
  - (d) any other document required in the BDS.
- 11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.
- 11.5 The Bidder shall furnish in the Letter of Bid-Technical Part the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.
- 11.6 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.7 The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letters of Bid and Schedules**
- 12.1 The Letter of Bid- Technical Part, Letter of Bid- Financial Part and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must first price the Employer's design as described in the Bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and



proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

#### 14. Bid Prices and Discounts

- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Section VII, Works' Requirements.
- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid- Financial Part and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise specified in the BDS and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in



accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

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

**15. Currencies of Bid and Payment**

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

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

**16. Documents Comprising the Technical Proposal**

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

**17. Documents Establishing the Eligibility and Qualifications of the Bidder**

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

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

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

17.4 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids.



Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

#### Subcontractors

- 17.5 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 17.6 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 17.7 In case prequalification has not been carried, for the purpose of assessment of qualifications of the Bidder, subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works are designated by the Employer in the BDS as can be met by subcontractors referred to hereafter as Specialized Subcontractors, in which case, the specific experience of the Specialized Subcontractors proposed by the Bidder, as specified in Section III-A, Qualification, may be considered in the assessment of the qualifications of the Bidder. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.
- 17.8 In case prequalification has been carried out, subject to ITB 17.4, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid



validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

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

- (i) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS;
- (ii) in the case of **adjustable price** contracts, no adjustment shall be made; or
- (iii) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

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

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

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

- (i) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding, or surety company);
- (ii) an irrevocable letter of credit;
- (iii) a cashier's or certified check; or
- (iv) another security specified in the BDS,

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



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

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

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

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

19.7 The Bid Security may be forfeited:

- a. if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
- b. if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 48; or
  - (ii) furnish a Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49.

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

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

- (i) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (ii) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 48; or



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

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

**20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.
- 20.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**D. Submission of Bids**

**21. Sealing and Marking of Bids**

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



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

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

21.4 All inner and outer envelopes, shall:

1. bear the name and address of the Bidder;
- (e) be addressed to the Employer in accordance with ITB 22.1;
- (f) bear the specific identification of this Bidding process indicated in ITB 1.1; and
- (g) bear a warning not to open before the time and date for Bid opening.

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

## 22. Deadline for Submission of Bids

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

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

## 23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for



submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

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

- (i) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (ii) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

**E. Public Opening of Technical Parts of Bids**

**25. Public Opening of Technical Parts of Bids**

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

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

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



- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.
- 25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" are to be initialed by representatives of the Employer attending Bid opening in the manner specified in the **BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:
1. the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  2. the receipt of envelopes marked "SECOND ENVELOPE: FINANCIAL PART;"
  3. if applicable, any alternative Bid- Technical Part;
  4. the presence or absence of a Bid Security if one was required.
- 25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

#### F. Evaluation of Bids- General Provisions

#### 26. Confidentiality

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of



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

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

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

## 27. Clarification of Bids

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

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

## 28. Deviations, Reservations, and Omissions

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

1. "Deviation" is a departure from the requirements specified in the Bidding document.
2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and
3. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.

## 29. Nonmaterial Nonconformities

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

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify



nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

### G. Evaluation of Technical Part of Bids

#### 30. Determination of Responsiveness of Technical Part

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

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

(a) if accepted, would:

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

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

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

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

#### 31. Eligibility and Qualifications of the Bidder

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

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 17. The



determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm.

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

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

### 32. Detailed Evaluation of Technical Part

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

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

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

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

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

1. the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
2. their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
3. notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART."

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



- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;
  - (b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and
  - (c) notify them of the date, time and location of the second public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART" as specified in the BDS.
- 33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.
- 33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.
- 33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified in the BDS.
- 33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.



- 33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- 1 the name of the Bidder whose Financial Part was opened;
  - 2 the Bid price, per lot (contract) if applicable, including any discounts; and
  - 3 if applicable, any Alternative Bid – Financial Part.
- 33.8 The Bidders whose envelopes marked "SECOND ENVELOPE: FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

#### I. Evaluation of Financial Part of Bids

#### 34. Adjustments for Non-material Nonconformities

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

#### 35. Correction of Arithmetic Errors

- 35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:
1. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
  3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in



accordance with ITB 35.1, shall result in the rejection of the Bid.

- 36. Conversion to Single Currency and Margin of Preference**
- 36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 36.2 Unless otherwise stated in the BDS, a margin of preference Bidders<sup>1</sup> shall not apply.
- 37. Evaluation Process, Financial Parts**
- 37.1 To evaluate the Financial Part, the Employer shall consider the following:
1. the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork<sup>2</sup> items, where priced competitively;
  2. price adjustment for correction of arithmetic errors in accordance with ITB 35;
  3. price adjustment due to discounts offered in accordance with ITB 14.4;
  4. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.1;
  5. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34;
  6. and the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 37.2 If price adjustment is allowed in accordance with ITB 14.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 37.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the**

<sup>1</sup> An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

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



award of more than one lot or slice shall not be considered for Bid evaluation.

**38. Abnormally Low Bids**

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

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

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

**39. Unbalanced or Front Loaded Bids**

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

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

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

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

**40. Evaluation of combined Technical and Financial Parts**

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



- 41. Most Advantageous Bid** 41.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.
- 42. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 42.1 The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 43. Standstill Period** 43.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 44. Notification of Intention to Award** 44.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the total combined score of the successful Bid;
  - (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;
  - (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
  - (f) the expiry date of the Standstill Period; and
  - (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## K. Award of Contract

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



#### 46. Notification of Award

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

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

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form.

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

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

#### 47. Debriefing by the Employer

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

47.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that



case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

- 47.3 Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.

- 48. Signing of Contract**
- 48.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 48.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

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



that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

**50. Procurement  
Related Complaint**

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



## Section II - Bid Data Sheet (BDS)

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

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is: Package # WP(RIID)-03</p> <p>The Employer is: Roads and Highways Department Represented by: Project Director, Bangladesh Road Safety Project</p> <p>The name of the RFB is: Prioritised Mass Action Package 2 - Central Zone - (Dhaka, Mymensingh)</p> <p>The number and identification of lots (contracts) comprising this RFB is: 01 (one) lot.</p>
<b>ITB 1.2</b>	<p><b>Electronic – Procurement System</b> Not Applicable</p>
<b>ITB 2.1</b>	<p>The Borrower is: <i>Government of Bangladesh</i> Financing Agreement amount: SDR 257.3M The name of the Project is: Bangladesh Road Safety Project</p>
<b>ITB 4.1</b>	<p>Maximum number of members in the JV shall be: <i>Three</i></p>
<b>ITB 4.5</b>	<p>A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>, and <a href="http://bppa.gov.bd">bppa.gov.bd</a></p>
<b>ITB 4.11</b>	<p>This Bidding Process <i>is not</i> subject to prequalification.</p>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <u>Clarification of Bid purposes</u> only, the Employer's address is: Dr. Mohammad Shaheen Sarkar Additional Project Director (SE, CC), RHD</p>



	<p>Bangladesh Road Safety Project          Cell: 01713401810          Email: <a href="mailto:sarkermo@gmail.com">sarkermo@gmail.com</a>          Room# 202, Block-A, Sarak Bhaban, Tejgaon, Dhaka</p>
ITB 7.4	<p>A Pre-Bid meeting <i>shall</i> take place at the following date, time and place:          Date: <u>May 20, 2025</u>          Time: <u>12 pm</u>          Place: <u>Room-201, Block-A, Sarak Bhaban, Tejgaon, Dhaka</u>          A site visit conducted by the Employer <i>shall not be</i> organized. Bidders may visit sites at their own arrangement. BRSP will assist.</p>
ITB 7.6	<p>Web page: <a href="http://rhd.portal.gov.bd">rhd.portal.gov.bd</a> – <i>BRSP Tab - Notices</i></p>
<b>C. Preparation of Bids</b>	
ITB 10.1	<p>The language of the Bid is: <i>English</i>          All correspondence exchange shall be in English language.          Language for translation of supporting documents and printed literature is English.</p>
ITB 11.2 (h)	<p>The Bidder shall submit the following additional documents in the Technical Part of its Bid:</p> <ol style="list-style-type: none"> <li>1. Code of Conduct for Contractor's Personnel (ES)              The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</li> <li>2. Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks              The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</li> <li>3. Sexual Exploitation and Abuse (SEA) prevention and response action plan;</li> </ol>



	4. Traffic Management Plan to ensure safety of local communities from construction traffic.
11.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: <i>NONE</i>
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions : Not allowed
ITB 14.5	The prices quoted by the Bidder shall be: <i>subject to adjustment</i>
ITB 15.1	<p>Any materials recovered from the site (soil, pavement materials, abandon traffic sign/post etc) will be the property of the contractor. The contractor will be liable for its safe disposal from the site. The contractor will consider all these during bid submission. Contractor may reuse the recovered materials upon prior approval of the Engineer.</p> <p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative-A as described below:</p> <p><b>Alternative-A (Bidders to quote entirely in local currency):</b></p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in BDT, and further referred to as "the local currency." A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p>

ITB 17.5	At this time, the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 17.6	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>25% of the total contract amount.</i>  (b) Bidders proposing to subcontract shall specify in Section IV-Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
ITB 17.7	Specialized Subcontractor: N/A
ITB 18.1	The Bid shall be valid until: October 17, 2025 (120 days from the deadline of the bid submission)
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): No adjustment
ITB 19.1	A Bid Security <i>shall be</i> required. The amount and currency of the Bid Security shall be <b>BDT 22,800,000.00 (BDT Twenty two million and eight hundred thousand only) or USD 190,000.00 (USD One hundred and ninety thousand only) or an equivalent amount in any freely convertible foreign currency.</b> Bid Security beneficiary is Project Director, Bangladesh Road Safety Project
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 19.9	N/A
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:  <b>should be authorized by top brace of the firm or its governing body. NID or Passport or other government documents of the top brace (or authorizing body) and authorized person must be provided with the Bid to verify signature.</b>
<b>D. Submission of Bids</b>	
ITB 21.1	In addition to the original of the Bid, the number of copies is: <b>One</b>
ITB 22.1	For <b><u>Bid submission purposes</u></b> only, the Employer's address is:



	<p>Attention: <b>Project Director, Bangladesh Road Safety Project</b>  Room# 211, Block-A, Sarak Bhaban, Tejgaon, Dhaka  Country: Bangladesh  The deadline for Bid submission is:  <b>Date: June 17, 2025</b>  Time: 02:00 PM  Bidders <b>shall not</b> have the option of submitting their Bids electronically.</p>		
<b>E. Public Opening of Technical Parts of Bids</b>			
ITB 25.1	<p>The Bid opening shall take place at: same as ITB 22.1  Date: same as ITB 22.1  Time: 02:05 pm</p>		
ITB 25.1	The electronic Bid opening Not Applicable		
ITB 25.6	<p>The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” shall be initialed by representatives of the Employer conducting Bid opening.</p>		
<b>G. Evaluation of Technical Part of Bids</b>			
ITB 32.2	The technical factors (sub-factors) and the corresponding weight in % are (no pass mark):		
	Technical Factor	Weight in Percentage (%)	Reference Documents
	Intended preliminary Work Program of the bidder, showing the sequence and timing of Rehabilitation and Improvement works.	15%	Section IV- Bidding Forms- Mobilization and construction schedule
	Quality of Contractor's staff. Assess capacity of bidder's human resources (project manager and key staff). Are a Road Safety Specialist and a Traffic Officer part of the team?	25%	Section IV- Bidding Forms – PER-1 and PER-2
Methodology of the Contractor for delivering the project. Assess bidder's understanding of requirements for specific components and	20%	Section IV - Bidding Forms - Method Statement	



	how it intends to implement them (major or critical components to be identified). Traffic management approach of the Contractor.		
	Description of the composition and intended functioning of the contractor's Self-Control Unit (SCU). Indicators include the clarity of SCU structure, qualifications of personnel, independence, and defined roles in quality and safety control.	10%	Section IV - Bidding Forms - Contractor's Self-Control Unit.
	Alignment of the contractor's Environmental and Social (ES) management strategies and implementation plans with the requirements of the Specifications.	10%	Section IV - Bidding Forms - ES-MSIP
	Road safety management plan (general traffic and construction related transport). Quality and approach of Road Safety Management Plan (TMP and TSP).	20%	Section IV - Bidding Forms - Road Safety Management Plan (RSMP)
	<b>Total</b>	<b>100%</b>	

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

ITB 33.5

The Letter of Bid – Financial Part and Schedules shall be initialed by opening committee as required.

### L. Evaluation of Financial Part of Bids

ITB 36.1

The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: BDT (Bangladesh Taka)

The source of exchange rate shall be: Bangladesh Bank

The date for the exchange rate shall be:

The exchange rate is published 21 days before the bid submission deadline. The highest interbank USD/BDT exchange rate for USD and the Selling/High Rate for other currencies. If the exchange rate is unavailable on the specified date, the rate published on the immediate next available date will be considered.

The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure:



	<p>For comparison of Bids, the Bid Price, corrected pursuant to ITB 35, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Bidder in accordance with ITB 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified, and on the date stipulated above.</p>
ITB 36.2	A margin of domestic preference <i>shall not</i> apply.
ITB 37.1(f)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
<b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid</b>	
ITB 40.1	<p>The weight to be given for cost is: 80%</p> <p>The weight to be given for technical factor is: 20%</p>
<b>K. Award of Contract</b>	
ITB 49.1 and 49.2	The successful Bidder shall NOT be required to submit an Environmental and Social (ES) Performance Security.
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "<u>Procurement Regulations for IPF Borrowers</u> (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, in Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b>  <b>Title/position:</b> <i>Chief Engineer</i>  <b>Employer:</b> <i>Roads and Highways Department</i>  <b>Email address:</b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents;</li> <li>2. the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and</li> <li>3. the Employer's decision to award the contract.</li> </ol>



## Section III - Evaluation and Qualification Criteria *(After Prequalification)*

NOT APPLICABLE



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

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

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

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

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



## Evaluation of Bids

### 1. Qualification

#### o Update of Information

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

#### o Subcontractors

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

#### o Financial Resources

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

#### o Contractor's Representative and Key Personnel

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

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

#### Minimum qualification of required Key Personnel.

<i>SL</i>	<i>Designation</i>	<i>Educational qualification</i>	<i>Experience</i>
<i>As mentioned in Section-VII Works' Requirements</i>			



o **Equipment**

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

No	Equipment Type and Characteristics	Minimum Number Required
1	Crusher Plant (150-200 ton/hour)	02
2	Excavator (1.3-2.0 m <sup>3</sup> )	06
3	Bulldozer (36-42 ton)	03
4	Pay Loader (1.5 m <sup>3</sup> )	05
5	Dump Truck (15 ton)	30
6	Motor Grader (Min. Blade Width 3.0 m)	03
7	Vibratory Roller (10-12 ton)	06
8	WMM Paver (3.0-7.5 m)	02
9	Water Browser (9000 litre)	04
10	Concrete Batch Plant (50 m <sup>3</sup> /hour)	02
11	Concrete Mixer Truck (6 m <sup>3</sup> )	08
12	Asphalt plant (Batch Mix Type) (120 ton/hour)	01
13	Asphalt paver (3.0 – 7.5m)	02
14	Bitumen Distributor (6000 litre)	02
15	Pneumatic (Rubber) Tyre Roller (15 ton)	02
16	Tandem Roller (8 – 10 ton)	02
17	Air Compressor	02
18	Rammer Compactor (65.0 kg)	02
19	Trailer	02
20	Sheep Foot Roller	01
21	Wet Mix Plant (100 – 300 ton/hour)	01
22	Flood Light Set with Generator	06
23	Laboratory with full set of road safety equipment.	02

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

## 2. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 32.1.

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are specified in the BDS ITB 32.2.



### Technical Proposal Scoring Methodology

Score (of the total score for the factor/subfactor as applicable)	Description	Remarks
0 to 50%	Required feature is absent; no relevant information to demonstrate how the requirement is met	
51% to 70%	Required feature present with deficiencies such as insufficient or information that lacks clarity	
71 to 80%	Sufficient information to demonstrate how the requirement will be met	
81 to 90%	Sufficient information to demonstrate that the requirement will be marginally exceeded	
91% to 100%	Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	

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

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

where:

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

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

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

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

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

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

where:

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

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



$n$  = the number of Factors, and

$$\sum_{i=1}^n W_i = 1$$

### 3. Financial Evaluation

Margin of Preference : Not Applicable

Criteria for Financial Evaluation : Not Applicable

### 4. Combined Evaluation

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

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

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

Where:

$C$  = Evaluated Bid Cost

$C_{low}$  = the lowest of all Evaluated Bid Costs among responsive Bids

$T$  = the total Technical Score awarded to the Bid

$T_{high}$  = the Technical Score achieved by the Bid that was scored best among all responsive Bids

$X$  = weight for Cost as specified in the BDS

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

### 5. Multiple Contracts : Not Applicable



**A. Qualification**

Eligibility and Qualification Criteria		Compliance Requirements			Documentation	
		Single Entity	All Members Combined	Joint Venture (existing or intended)		One Member
No.	Subject	Requirement				Submission Requirements
<b>1. Eligibility</b>						
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	N/A	Forms ELJ - 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State-owned Enterprise or Institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	N/A	Forms ELJ - 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 Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	N/A	Forms ELJ - 1.1 and 1.2, with attachments



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Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)	Submission Requirements		
			All Members Combined	Each Member		One Member	
<b>2. Historical Contract Non-Performance</b>							
2.1	History of Non-Performing Contracts	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2015.	Must meet requirement	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2015.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

<sup>1</sup> 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 Employer's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

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



Eligibility and Qualification Criteria		Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)	Submission Requirements	
			All Members Combined	Each Member		One Member
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years, starting from 1.1.2020. <sup>4</sup>	Must make the declaration. Where there are Specialized Subcontractors, the Specialized Subcontractors must also make the declaration.	N/A	N/A	Form CON-3 ES Performance Declaration
2.6	<b>Bank's SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	N/A	Letter of Bid, Form CON-4

<sup>4</sup> The Employer may use this information to request clarification or elaborations in carrying out its due diligence.



## Section III – Evaluation and Qualification Criteria

Eligibility and Qualification Criteria		Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Members Combined      Each Member      One Member	Submission Requirements	
		commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.				
<b>3. Financial Situation and Performance</b>						
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit in FIN-3.5, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as US\$2,400,000 (US\$ Two million and Four hundred thousand) or BDT 288,000,000 (BDT Two hundred and eighty eight million) or equivalent for the subject contract net of the Bidder's other commitments (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works	Must meet requirement	Must meet requirement	N/A	Form FIN - 3.1, FIN-3.5 with attachments
			Must meet requirement	Must meet requirement	N/A	



## Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	All Members Combined	Joint Venture (existing or intended)	One Member	Submission Requirements
		currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years (starting from 1.1.2020) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of US\$19,000,000 (US\$ Nineteen million) or BDT 2,280,000,000 (BDT Two Billion and two hundred and eighty million) or equivalent amount in other currencies over the best 3 (three) years of the last 5 (five) years, starting from 1.1.2020. [Note: Tax return and/or Audited Financial Report will be considered for calculating average annual turnover. The bidder should submit a summary of the works and	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 3.2

R



Eligibility and Qualification Criteria		Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		Submission Requirements
			All Members Combined	Each Member	One Member	
		certified amount for payment of the best three years with supporting documents over the last 5 (five) years, starting from 1.1.2020.]				
<b>4. Experience</b>						
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management contractor for at least the last five years, starting 1 <sup>st</sup> January 2020.	Must meet requirement	N/A	Must meet requirement	N/A
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of ONE similar contract specified below that have been satisfactorily completed as a prime contractor, joint venture member*, management contractor or Subcontractor between 1 <sup>st</sup> January 2015 and bid submission deadline: Value at least US\$15,000,000 (US\$ Fifteen million) BDT 1,800,000,000 (BDT One Billion	Must meet requirement	Must meet requirement <sup>b</sup>	N/A	Form EXP-4.3(n)

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

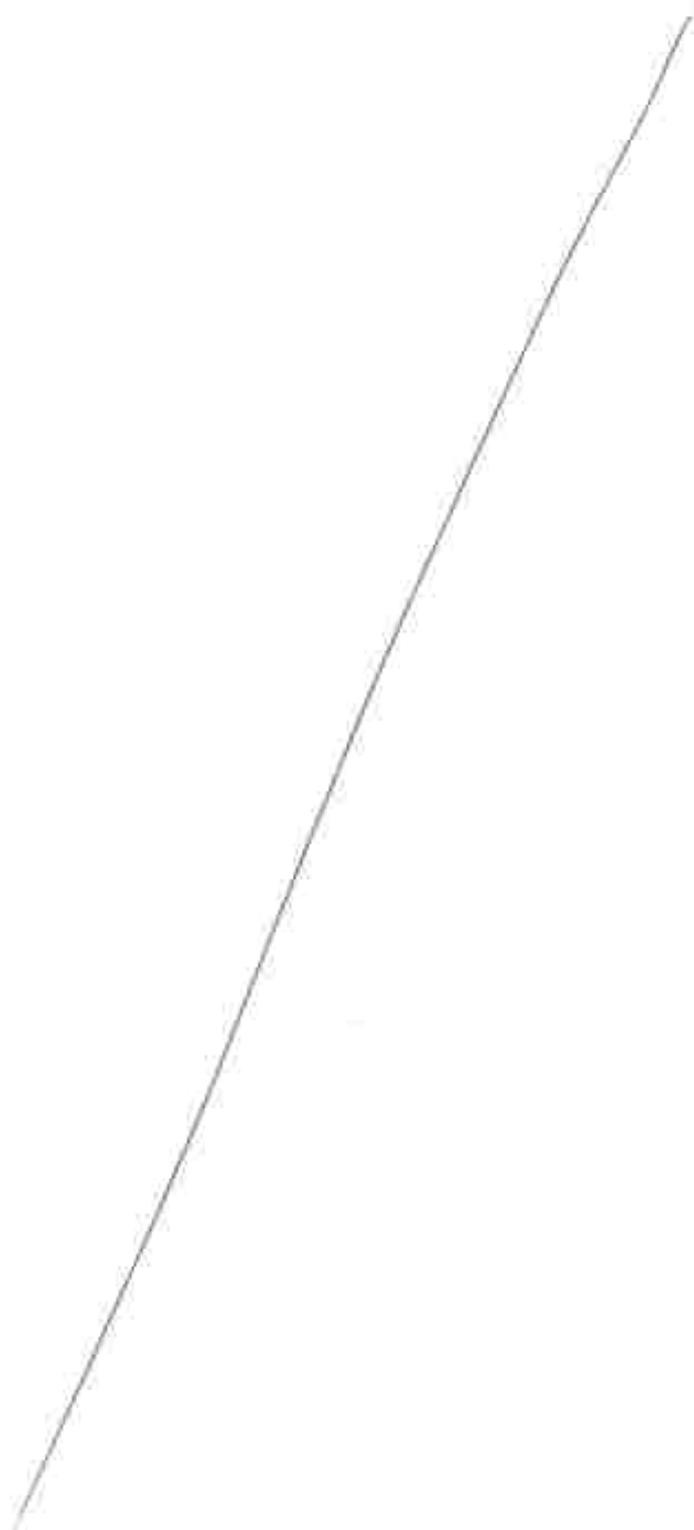
<sup>b</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as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



Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Members Combined	Each Member	One Member	Submission Requirements
4.2 (b)		and eight hundred million) or equivalent. The similarity of the contracts shall be based on the <i>Section VII, Scope of Works</i> .	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP - 4.2 (b)
4.2 (c)	Specific Experience in managing ES aspects	01. Implementation of speed control/calming schemes (e.g., school zones, rumble strips, signage) at a minimum of 10 identified high-risk locations. 02. Intersection development at a minimum of 5 road junctions. The contractors need to have experience of managing ES issues in a similar work as mentioned in the 4.2b	Must meet requirements	Must meet requirement	N/A	N/A	Form EXP - 4.2 (c)

\* Volume, number or rate of completion of any key activity can be demonstrated in one or more contracts combined if executed during same time period.





## Section IV - Bidding Forms

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## Letter of Bid- Technical Part

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

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

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

**Request for Bid No.:** *WP(RHD)-03*

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

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

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

- 1. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- 2. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- 3. *[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.]*
- 4. *[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.]

5. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]* \_\_\_\_\_
- (f) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *[and an Environmental and Social (ES) Performance Security, Delete if not applicable]* in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:



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

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

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

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

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

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

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

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



## Appendix to Technical Part of Bid



## Technical Proposal

- Site Organization
- Method Statement
- Sustainable Procurement Proposal
- Mobilization Schedule
- Construction Schedule
- ES Management Strategies and Implementation Plans
- Code of Conduct for Contractor's Personnel (ES)
- Equipment
- Key Personnel Schedule
- Others



### Site Organization

*[Insert Site Organization Information]*



## Method Statement

*[Insert Method Statement]*

*[Note to the Bidder: In addition to providing method statement for construction activities (and design, if any), If the contract has been assessed to present potential or actual cyber security risks, include method statement, management strategies, implementation plans and innovations to manage cyber security risks. Similarly, if there are assessed supply chain risks, the method statement must include supply chain risk assessment and proposed management plan.]*

*[How well does bidder understand the works requirements?*

*Does the bid identify key requirements?*

*Is the approach thorough and realistic?*

*Does bidder demonstrate a good understanding of work components?*

*To what extent is the method statement consistent with the technical specifications or employer's requirements?*

*Is the method statement sufficiently specific and detailed?*

*Are any innovation procedures proposed?*

*Are any risks identified, and risk mitigation measures proposed to manage specific components?]*



### Sustainable Procurement Proposal

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



### **Contractor's Self-Control Unit.**

*[Description of the composition and intended functioning of the contractor's Self-Control Unit.*

*Does the preliminary quality assurance and quality control plan cover all necessary elements and work components?*

*Are quality management systems explained?*

*Are the roles and responsibilities clearly defined and understandable for all involved?*

*Is bidder capable of securing all facilities and equipment to support the plan?]*



### Road Safety Management Plan (RSMP)

*[Note to Bidder: How does the preliminary road safety management plan treat traffic along the construction site (speed control, accesses, detours, intersection traffic, safety buffer for workers, and so on)?*

*How are transport operations during construction (covering mainly the vehicles and drivers of the contractor, subcontractors, and suppliers) treated in the preliminary road safety management plan?*

*Are roles and responsibilities clearly defined and understandable for all involved?*

*What is the proposed action in case of traffic-related incidents?*

*What actions are planned after a traffic-related incident (cause analysis, cooperation with traffic police and other relevant authorities, identification of mitigation measures, and so on)?*

*[How does the preliminary road safety management plan treat traffic along the construction site (speed control, accesses, detours, intersection traffic, safety buffer for workers, and so on)?*

*How are transport operations during construction (covering mainly the vehicles and drivers of the contractor, subcontractors, and suppliers) treated in the preliminary road safety management plan?*

*Are roles and responsibilities clearly defined and understandable for all involved?*

*What is the proposed action in case of traffic-related incidents?*

*What actions are planned after a traffic-related incident (cause analysis, cooperation with traffic police and other relevant authorities, identification of mitigation measures, and so on)?*

!



### **Mobilization Schedule**

*[insert Mobilization Schedule]*

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which as a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract.



## Construction Schedule

*[Insert Construction Schedule]*

*The construction schedule shall include the following key milestones:*

- a) No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions – Special provisions Sub-Clause 4.1.*
- b) Constitution of the DAAB*
- c) SEA and SH orientation conference*

*(Is the preliminary plan appropriate to manage the works?*

*Are there any critical issues in the planning of activities?*

*Did bidder identify critical path for works implementation and where certain specific requirements may affect that path?*

*Did the bidder propose ways to mitigate risks to the critical path?*

*What are the screening and selection procedures for selecting subcontractors?*

*What is the clarity and quality of relevant interfaces between the bidder and its suppliers and subcontractors in the supply chain?*

*Are all temporary facilities (site offices, laboratory, workers accommodation, engineer's facilities and accommodation) available before commencement of the main works?]*



### **ES Management Strategies and Implementation Plans (ES-MSIP)**

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

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

*(Is the preliminary environmental and social management plan appropriate for the type and scope of works?  
Are roles and responsibilities clearly defined and understandable for all involved?  
What is bidder's plan for monitoring activities, and does it comply with requirements?  
What actions are proposed in case of emergencies and/or accidents?)*



## 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: labour influx, spread of communicable diseases, Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.*

*Delete this Box prior to issuance of the bidding documents.*

### Note to the Bidder:

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

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

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;



2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

### RAISING CONCERNS

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

- 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

- Call [ ] to reach the Contractor's hotline *(if any)* and leave a message.

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

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

### CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

#### FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

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



**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM****BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND  
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

- (a) 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.
- (b) 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.
- (c) A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- (d) A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- (e) 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.

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

- (f) Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- (g) 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.
- (h) Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- (i) A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.



### Form EQU: Contractor's Equipment

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

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 <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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	



## Subcontractors

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

### Option 1- Without Prequalification

#### 1. Specialized Subcontractors

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

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

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

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

### Option 2- After Prequalification

#### (a) Specialized Subcontractors

*[Insert the following if Specialized Subcontractors were accepted by the Employer as part of the prequalification process and/or through any change approved by the Employer prior to the deadline for Bid submission; otherwise, state: N/A.]*

*"The same specialized subcontractor/s accepted by the Employer as part of the prequalification process and/or through any change approved by the Employer prior to the deadline for Bid submission are proposed."*

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



<i>No.</i>	<i>Part of the Works to be subcontracted</i>	<i>Subcontractor's name and address</i>	<i>Nationality</i>	<i>Specific Experience</i>



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

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

### Contractor' Representative and Key Personnel

(a)	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]
(b)	Title of position: [Environmental Specialist]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]
(c)	Title of position: [Health and Safety Specialist]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]
(d)	Title of position: [Social Specialist]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]



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



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

<b>Name of Bidder</b>
-----------------------

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

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

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

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

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

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

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

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Bidder:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_



## **Bidder's Qualification without prequalification**

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



### Form ELI -1.1: Bidder Information Form

Date: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[Indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing:</p> <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.</p>



**Form ELI -1.2: Bidder's JV Information Form**  
(to be completed for each member of Bidder's JV)

Date: \_\_\_\_\_  
RFB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name: \_\_\_\_\_

JV member's name: \_\_\_\_\_

JV member's country of registration: \_\_\_\_\_

JV member's year of constitution: \_\_\_\_\_

JV member's legal address in country of constitution: \_\_\_\_\_

JV member's authorized representative information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents of

Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.

In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.



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

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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



Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____  Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History		<input type="checkbox"/> 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 Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

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

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

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

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

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

#### Environmental and Social Performance Declaration

in accordance with Section III, Qualification Criteria, and Requirements

- No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.
- Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:

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> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</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. for gender-based violence; sexual exploitation or sexual 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 by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder].*

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

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

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

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

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

SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (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.</p> <p><input type="checkbox"/> (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.</p> <p><input type="checkbox"/> (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.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>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)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p>



Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (as per (e) above) *attach details as appropriate*.



### Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	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 to ITB 36.1 for the exchange rate



## 2. Sources of Finance

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

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

## 2. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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



### Form FIN – 3.2: Average Annual Construction Turnover

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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



### Form FIN – 3.3: Financial Resources

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

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



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

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

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



## Form FIN – 3.5: Letter of Commitment for Bank's Undertaking for Line of Credit

*[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 28.1(d)]*

Invitation for Tender No:

Date:

Tender Package No:

Lot No. (when applicable):

To:

*[Name and address of the Procuring Entity]*

**CREDIT COMMITMENT No:** *[insert number]*

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the supply of Goods of *[description of Goods and related services]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tenderer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we *[name and address of the Bank]* do hereby agree and undertake that *[name and address of the Tenderer]* will be provided by us with a revolving line of credit, in case awarded the Contract, for the delivery of Goods and related services viz. *[insert name of supply]*, for an amount not less than BDT *[in figure]* (*in words*) for the sole purpose of the supply of Goods and related services under the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "Acceptance Certificate" by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature

Signature

v



### Form EXP - 4.1: General Construction Experience

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

IV Member's Name: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	



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

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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



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

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



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

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

Subcontractor's Name<sup>2</sup> (as per ITB 17): \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

1. Key Activity No One: \_\_\_\_\_

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

<sup>2</sup> If applicable

	<b>Information</b>
Address: Telephone/fax number E-mail:	

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

2. Activity No. Two

3. ....



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

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

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Bidder's JV Member Name: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...



## Form of Bid Security - Demand Guarantee

**Beneficiary:** Project Director, Bangladesh Road Safety Project

**Request for Bids No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
[signature(s)]



## Form of Bid-Securing Declaration (NOT Applicable)

Date: \_\_\_\_\_

RFB No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To:

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB 49.

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

Name of the Bidder\* \_\_\_\_\_

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

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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



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

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

Date: \_\_\_\_\_

RFB No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

Contract Title: \_\_\_\_\_

To:

We, the undersigned, declare that:

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

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

- I. have failed to correct non-compliance with identified SAE/SH Prevention and Response Obligation; and/or
- II. were non-compliant with such obligations at the time of an alleged incident.

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

Name of the Bidder\* \_\_\_\_\_

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

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

*[Note: In case of a Joint Venture, the SEA and/or SH Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*



## Letter of Bid - Financial Part

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

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*  
**Request for Bid No.:** WP(RHD)-03

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

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

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

1. **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
2. **Total Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

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

Or

*[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

3. **Discounts:** The discounts offered and the methodology for their application are:

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



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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules



## Appendix to Financial Part



## Table of Adjustment Data

### Table A. Local Currency

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

Index code	Index description	Source of Index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
1	Nonadjustable	N/A	N/A		a: 20%
2	Labor	BBS			b: _____
3	Cement	BBS			c: _____
4	Sand	BBS			d: _____
5	Stone	BBS			e: _____
6	Brick	BBS			f: _____
<b>Total</b>					<b>1.00</b>

*The formulae for price adjustment shall be:*

$$P_n = a + b \frac{\text{Labor}_n / \text{Labor}_0 + c \text{Cement}_n / \text{Cement}_0 + d \text{Sand}_n / \text{Sand}_0 + e \text{Stone}_n / \text{Stone}_0 + f \text{Brick}_n / \text{Brick}_0$$

where:

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

- |  |  |
|--|--|
| Fixed part (non-adjustable),                               | a = 0.20 (Fixed)   |
| Labor part, own weighting, if different, to be justified)  | b = 0.15 (Indicative weighting, bidder may propose it is     |
| Cement part, own weighting, if different, to be justified) | c = 0.15 (Indicative weighting, bidder may propose it is     |
| Sand part, own weighting, if different, to be justified)   | d = 0.20 (Indicative weighting, bidder may propose it is own |
| Stone part, own weighting, if different, to be justified)  | e = 0.15 (Indicative weighting, bidder may propose it is     |
| Brick part, own weighting, if different, to be justified)  | f = 0.15 (Indicative weighting, bidder may propose it is     |



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

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

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



**Table B. Foreign Currency (FC)**

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

*Same as Table A*



**Table C. Summary of Payment Currencies**

Table: Alternative A

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

Please mention amount of foreign currency(ies) in both percentage of total amount in COLUMN-D and amount in COLUMN-A.

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
<b>Total Bid Price</b>				<b>100.00</b>
Provisional sums expressed in local currency	<i>BDT</i> 10,55,00,000.00		<i>BDT</i> 10,55,00,000.00	
<b>TOTAL BID PRICE</b> (including provisional sum)				




## Bill of Quantities

### A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which no instruction will be required from the Engineer.
8. Any materials recovered from the site (soil, pavement materials, abandon traffic sign/post etc) will be the property of the contractor. The contractor will be liable for its safe disposal from the site. The contractor will consider all these during bid submission. Contractor may reuse the recovered materials upon prior approval of the Engineer.



**B. Work Items**

1. The Bill of Quantities contains the following part Bills, which have been grouped according to the nature or timing of the work:

Division-01 General & site facilities
Division-02 Earth work
Division-03 Pavement work
Division-05 Structures
Division-06 Incidental
PWD & LGED Items
Special Items
Environmental and Social Management
Daywork schedule
Summary of bill of quantities



**Bill of Quantities**

**Attached as Appendix- 1**



## Daywork Schedule

### General

- (a) Reference should be 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. Bidders 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 Bid 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

- (b) 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.
- (c) 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 Bangladesh law. The basic rates will be payable in local currency only.
- (b) The additional percentage payment to be quoted by the bidder 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 BDT.

### Daywork Materials

- (d) 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 bidder 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 bidder);<sup>1</sup>
  - (ii) local: \_\_\_\_\_ percent (to be stated by the bidder);
- (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.

#### Daywork Contractor's Equipment

- (e) 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. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.
- (f) 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.
- (g) 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 bidder).<sup>2</sup>
  - (b) local: \_\_\_\_\_ percent (to be stated by the bidder).

<sup>1</sup> The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

<sup>2</sup> The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.



**Schedule of Daywork Rates:**

Bidder will include all relevant costs like Contractor's overhead, profit, etc for all daywork rates.	-
---	---

Daywork for Labour, Materials, Contractor's Equipment etc are included in Bill of Quantity (Appendix-1).



### Daywork Summary

	<i>Amount<sup>a</sup></i> (       )	<i>%</i> <i>Foreign</i>
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Bid Summary, p. )	_____	_____

a. The Employer should insert local currency unit.



## Grand Summary

Contract Name: Prioritized Mass Action Package 2 - Central Zone (Dhaka and Mymensingh)  
 Contract No.: WP(RHD)-03

<i>General Summary</i>	<i>Page</i>	<i>Amount in BDT</i>
Division-01 General & site facilities		
Division-02 Earth work		
Division-03 Pavement work		
Division-05 Structures		
Division-06 Incidental		
PWD & LGED Items		
Special Items		
Environmental and Social Management		
<i>Subtotal of Bills:</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum) *</i>	<i>(B)</i>	
<i>Specified Provisional Sums not included in subtotal of bills:</i> <i>i. For Additional Special Test – BDT 500,000.00</i> <i>ii. Relocation of Services, Social and Religious structures, etc. – BDT 5,000,000.00</i>	<i>(C)</i>	<b><i>5,500,000</i></b>
<i>Specified Provisional Sum for price adjustment<sup>ii</sup></i>	<i>(D)</i>	<b><i>100,000,000</i></b>
<i>Bid Price (A + B + C + D)<sup>i</sup> (Carried forward to Letter of Bid)</i>	<i>(E)</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



## Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1: Israel

Under ITB 4.8 (b) and 5.1: Israel



## Section VI - Fraud and Corruption

### 1. Purpose

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

### 2. Requirements

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



- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers; and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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



## PART 2 – Works' Requirements



# Section VII - Works' Requirements

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## Scope of Works

Globally, around 93% of road fatalities occur in low- and middle-income countries (LMICs), with the South-East Asia region experiencing the highest increase in road deaths compared to other parts of the world. In response, the Government of Bangladesh (GoB) has secured financing from the World Bank to implement the Bangladesh Road Safety Project (BRSP). Led by the Roads and Highways Department (RHD) and jointly implemented with the Bangladesh Road Transport Authority (BRTA), Bangladesh Police (BP), and the Directorate General of Health Services (DGHS), the BRSP aims to strengthen GoB's road safety management capacity and achieve a targeted reduction in road traffic injuries over the next decade.

Under the current civil works package—implemented by RHD's Project Implementation Unit (PIU)—the primary focus is on improving road infrastructure and introducing speed-calming measures to enhance user safety. Once these interventions are complete, other stakeholders such as the Bangladesh Police, DGHS, and BRTA can more effectively address the remaining pillars—such as speed enforcement and post-crash response—to reduce crash exposure, crash risk, and severity of injuries, ultimately preventing fatalities on the road.

In Bangladesh, national and regional highways represent the highest category of the road network, carrying significantly higher traffic volumes and speeds than other roads. Pedestrians are especially vulnerable on these highways, as drivers often fail to yield when they attempt to cross. Data from the Accident Research Institute (ARI) between 2006 and 2015 shows that 42% of pedestrian casualties occur during road crossings, 29% while walking along the roadside or shoulder, and 19% when standing still. Recent data from the Bangladesh Road Safety Foundation also indicates a severity of motorcycle crashes on highways comparable to those involving pedestrians.

An International Road Assessment Program (iRAP) study in 2013 rated 97% of Bangladesh's major road network as either one- or two-star for pedestrian safety, reflecting insufficient infrastructure for vulnerable road users. Under the BRSP, iRAP recently evaluated 5,400 km of major roads revealed that similar star ratings for vulnerable road users (pedestrians, motorcyclists, and bicyclists). Certain types of adjacent land use—such as educational, industrial, and commercial areas—further increase pedestrian crossing volumes, placing students and workers at greater risk when walking to schools or workplaces.

iRAP conducted an investment plan for Cluster 2 – Mass Action Treatment, which included the corridors N501, R461, R465, R812, and R480. The assessment revealed that 96% of these corridors have pedestrian facilities rated below three stars, while 72% are below three stars for vehicle occupants. The proposed interventions were projected to prevent approximately 5,470 fatalities and serious injuries (FSI), yielding a Benefit-Cost Ratio (BCR) of 7.45. The Safer Roads Investment Plan (SRIP) recommended several low-cost countermeasures, such as wide centerlines, improved delineation and signage, curve delineation, roadside barriers, enhanced pedestrian facilities, raised crossings, side-road crossings, school zone flashing beacons, improved sight distances, and traffic calming measures. However, due to limited budget and the need for efficient



resource allocation, the Government of Bangladesh and the World Bank jointly decided to reduce the scope of interventions along these corridors. The Roads and Highways Department (RHD) subsequently reviewed the corridors analyzed by iRAP and selected priority roads based on factors such as Annual Average Daily Traffic (AADT), current site conditions, and the approach of applying full-length interventions to maximize impact, rather than sporadic treatments across all roads. The finalized roads under this contract package include 12 km of Mirpur Bridge–Dhour Road (N501), 43 km of Jamalpur–Islampur–Dewanganj–Bahadurabad Ghat Road (R465), and 22 km of Elenga–Bhuapur (Char Gabsara) Road (R480), where mass action treatments will now be implemented.

In line with the iRAP findings, the Project Implementation Unit (PIU) reviewed each recommended treatment along with iRAP SRIP identified treatments according to site conditions, consulting experts and stakeholders to refine the designs. Following consensus, some iRAP templates will be applied to the Mass Action corridors, while others have been modified. For example, PwC introduced gateway treatments with traffic calming measures, such as speed humps with flashing beacons, to address sporadic habitation and developments, including residential and industrial areas. However, RHD has observed that speed humps are often misused by pedestrians, potentially creating unintended safety risks. To ensure effective speed management, RHD has adopted a more comprehensive approach by installing rumble strips before entering core built-up areas, implementing road diets to reduce shoulder width, and placing overhead pedestrian crossing signs with flashing beacons over raised speed tables. These measures aim to address the prevalent issue of drivers' unyielding behavior in Bangladesh, ensuring a safer transition between high-speed and low-speed zones while mitigating risks associated with both pedestrian and driver behaviour.

The works under this package include safety improvements on total 77 km of Mass action corridors of N501 (Ch: 0+000 km to 12+000 km), R465 (Ch: 0+000 km to 43+000 km), and R480 (Ch: 0+000 km to 22+000 km).



The civil works include:

Intervention type	Nos of sites/ length)	N501 Amount	R465 Amount	R480 Amount	Total	Comment
Minor works (pedestrian crossing, footpath, surfacing, NMV lane etc.) in multiple similar sites.						
Major-Minor Junction with Opposite-Side Road Template Drawing 01	No	5*	2	1	8	*One sided treatment
Major-Minor Junction with Single-Side Road Template Drawing 02	No	6	22	1	29	
School Zone Template Drawing 03	No	2	8	2	12	
Market zone Template Drawing 04	No	0	8	5	13	
Mid-block crossing 2 lane Template Drawing 05	No	3	6	5	14	
Mid-block crossing 4 lane Template Drawing 06	No	0	0	5	5	Footpath 1400m
Bus-bay Template Drawing 07	No	10	3*	10	23	NMV lane not included
Curve Treatment Template Drawing 08	Meter	1500	2850	750	5100	
Narrow bridge treatment Template Drawing 09	No	0	12	10	22	
Specific site Treatment Drawing 10: Diabari Roundabout (N501) improvement						
Specific site Treatment Drawing 11: Birulia bridge site Priority T-junction improvement						

**Note: Other treatments for signs, markings, and beacons throughout the corridor (drawing attached)**

### Description of Drawings

**Major-Minor Junction with Opposite-Side Road - Template Drawing 01:** Suitable for the location where opposite side road and a demand of pedestrian crossing. However, some one side road (lower elevation than main road carriageway) is also applicable in a semi-urban area with high pedestrian movement.

The treated road will have a length of 150-200 meters. Side roads will merge into the main carriageway via separate merging lanes, while the main carriageway will provide diverging lanes for exits to side roads. The design will include a raised pedestrian crossing with rumble strips, footpath, along with necessary road markings and signage for minimizing conflicts and enhanced safety.



Additionally, the template includes a raised footpath of 150 meters in length and 2 meters in width along the national highway N501. For the regional highways R465 and R480, a shorter 15-meter raised footpath (1.5 meters wide) will be constructed to protect vulnerable road users and control side road vehicle entry onto the main road. Shoulder improvements will also be implemented over approximately 200 meters. These design adjustments reflect the lower pedestrian volumes, right-of-way limitations, and generally lower traffic speeds on these regional roads compared to the national highway, making shoulder enhancements a more practical and cost-effective solution while maintaining safety for vulnerable users.

**Major-Minor Junction with Single-Side Road Template Drawing 02:** Ideal for T-junctions where the side road is at the same level as the main carriageway, ensuring a smooth transition and improved visibility for safer traffic flow.

The treated road will have a length of 100 meters. Traffic calming devices will be implemented on side roads to slow approaching vehicles before merging onto the main road. The junction will be widened to ensure clear visibility for drivers on both roads. The design will also include rumble strips, along with necessary road markings and signage to enhance the safety of the main carriageway.

**School Zone Template Drawing 03** is designed for areas near schools, prioritizing traffic calming and pedestrian safety. The 200-meter zone includes speed reduction measures, clear markings, pedestrian crossings, and signage to alert drivers and protect students. A 2 to 2.4-meter-wide footpath will be provided on both sides, separated from the carriageway by a 1.5-meter-wide green zone over 100 meters. The hard shoulder will be tapered through a road diet to slow traffic at the crossing point.

Key safety features include a raised pedestrian crossing with overhead signage, flashing beacons, high-friction surfacing to reduce skidding, and essential markings and lighting for improved visibility.

For N501, a 150-meter raised footpath (2 meters wide) will be installed. On R465 and R480, textured block-paved footpaths will be provided within the 20-meter skid resistance zone, with the remaining 200 meters treated with shoulder improvements separated by audible edge markers. These modifications account for lower pedestrian volumes, right-of-way limitations, and slower traffic speeds on regional roads, offering a cost-effective yet safe solution for vulnerable road users.

**Market zone Template Drawing 04:** A market zone, typically 200 meters depending on the built-up area. The design includes bus bays, lighting, road markings, signage, a raised pedestrian crossing, shoulder treatment, and limited length Footpaths and drainage will be included based on site conditions.

Safety benefits include safer pedestrian movement along the road and crossings, improved passenger safety at bus bays, and enhanced visibility. On regional highways R465 and R480, a shorter 25-meter raised footpath (1.5 meters wide) will be provided at key crossings, along with 200 meters of shoulder improvements. These adjustments reflect lower pedestrian volumes, limited right-of-way, and slower traffic speeds on regional roads.



**Mid-block (2-lane) crossing Template Drawing 05 and (4-lane) crossing Drawing 06:** A raised pedestrian crossing (straight in 2 lane, and staggered in 4 lane) with overhead beacon and crossing sign with rumble strips and zig-zag markings in isolated locations or peripheral zones of built-up areas. A shared footpath / hard shoulder will be included as per site condition.

The speed reduction measures will help calm traffic by providing clear visual cues from a distance through overhead crossing signs, beacons, rumble strips, and zig-zag markings. These elements will enhance driver awareness, increase traffic gaps, and encourage motorists to yield to pedestrians. By channelizing pedestrian movement to designated crossings, the design will actively discourage jaywalking, thereby reducing pedestrian-vehicle conflicts and enhancing overall safety in the vicinity.

**Bus bay Template Drawing 07:**

A 65-meter-long, 3.5-meter-wide bus bay will be installed in market zones. The bus bay reduces conflicts by keeping stopped buses off the main carriageway. Signage and markings enhance driver awareness and traffic flow.

**Curve Treatment Template Drawing 08:** To improve safety on sharp curves, additional pavement widening will be implemented along with multiple sets of rumble strips, chevron signage, edge rumble strip road markings, and W-beam barriers in critical areas such as near trees, roadside ditches, ponds, or other hazards.

The rumble strips and edge line markings will alert motorists to reduce speed, minimizing the risk of run-off crashes in hazardous areas. The chevron and curve warning signs will provide clear guidance, enhancing driver awareness, particularly at night, reducing night-time crashes. The W-beam barriers will add an extra layer of protection, preventing vehicles from veering into dangerous roadside obstacles.

**Narrow bridge treatment- Template Drawing 09:** Delineation of the narrow section at the bridge will be achieved through advance warning signs and road markings to channelize traffic and alert motorists to the approaching bridge or culvert. No-overtaking signs will be placed on highway approaches to enhance safety near the cross-drainage structure. Implementing these measures will improve visibility, guide vehicles smoothly through the narrow zone, and create a safer environment for all road users. Enhanced conspicuity and traffic channelization will help drivers clearly recognize the bridge's cross-sectional elements, maintain safe operating speeds, and reduce the risk of errant vehicle crashes.

**Descriptions of other treatments with safety benefits:**

**Flashing beacons or solar powered blinkers:** Flashing beacons or solar powered blinkers serve as a supplement to traditional road signs and warn motorists of impending hazards. At isolated junctions, failure to yield is a leading cause of right-angle and other junction crashes and beacons have proven to be an effective way to draw attention to motorists of the presence of the junction and improve driver response. This beacon will also be placed in accident prone areas.



**Treatment at rail crossing:** Installing countdown signs and speed reducers at rail crossings will significantly help in improving safety. The countdown signs will provide advanced warning to motorists, indicating the time remaining before the train's arrival, allowing them to slow down and prepare for the crossing. Speed reducers, such as rumble strips or speed bumps, will encourage drivers to reduce their speed when approaching the crossing, reducing the risk of accidents caused by high-speed vehicles.

**Installing traffic signage and markings in speed transition zones:** In areas with core built-up zones, a 40 km/h speed limit can be designated, with 25 km/h allowed in particularly sensitive areas, such as school zones. While the national speed limit is 80 km/h, the transition between the national speed limit and the reduced limits in built-up areas will be managed effectively. To comply with BRTA-prescribed speed limits, traffic signs will clearly indicate the speed limit reduction, starting from 80 km/h to 60 km/h, followed by a series of rumble strips and speed limit signs reducing further from 60 km/h to 50 km/h and finally 40 km/h in sensitive areas. This phased approach to speed reduction ensures a smooth transition for drivers, gradually decreasing speeds as they approach more densely populated or sensitive areas.

**Installing directional and route conformational signs for junctions:** At key junctions, directional and route conformational signs will be installed to guide drivers and ensure smooth navigation. These signs will clearly indicate the direction of travel, the name of the roads, and upcoming intersections, helping drivers make informed decisions and navigate complex junctions with ease. The signs will be strategically placed at key points before and at junctions to provide adequate information.

**Description of Diabari Roundabout (N501) improvement Treatment (Drawing 10):** This improvement works focusses on optimizing vehicle movement through the junction, ensuring smoother traffic flow and enhancing safety for all road users. The roundabout will be redesigned to increase capacity and reduce congestion, with improved lane markings, signage, and road markings to guide vehicles more efficiently. The addition of clear pedestrian crossings, wider shoulders, and dedicated non-motorized vehicle lanes will improve safety for vulnerable road users. Traffic calming measures, such as the implementation of appropriate speed limits and better lighting, will further reduce the risk of accidents.

**Description of Priority T-junction Improvement Template Drawing 11:** At the T-junction, where the importance of the minor road is exceptionally high, the recommended design includes channelization through a raised median to regulate traffic flow more effectively. The raised median will help manage the movement of vehicles, providing clear separation between opposing lanes and guiding traffic more efficiently. Additionally, the wider median will serve as a pedestrian refuge, offering a safe space for pedestrians to wait while crossing the road, especially in high-traffic areas. This design will not only improve traffic management but also enhance pedestrian safety by reducing the risk of accidents at the junction.

The locations of countermeasures are shown in **Appendix-2**.



**Key steps to follow:****1. Pre-Construction and Design Compliance****(a) Design Coordination and Road Safety Audit (RSA) Inputs**

- o Provide required design drawings of all listed countermeasures for each site, specifications, or data to the Consultant for review and Road Safety Audit (RSA). While developing the site-specific drawing, the bidder should incorporate the safety features outlined in the site-specific countermeasure list and countermeasure drawing, and adhere to the detailed descriptions provided for each intervention in the 'Descriptions of Drawing' Section. This ensures the correct translation of template drawings into site-specific drawings, minimizing the need for further revisions and ensuring the design meets the baseline quality for design audit/review.
- o Incorporate and implement any design revisions or recommendations issued by the Consultant or Project implementation unit (PIU) prior to commencement of civil works.
- o Collaborate with the Consultant to address identified safety issues, ensuring all recommended adjustments are reflected in final construction documents.

**(b) Mobilization and Planning**

- o Develop and submit a detailed Work Program, organizational structure, and resource plan (equipment, labor, materials) for review and approval by the Consultant.
- o Before construction, prepare **Work Zone Safety Plan, Traffic Management Plan, Labor Management Plan**, and method statements detailing construction methodology, quality assurance procedures, and proposed sources of materials.
- o Set out initial survey points or provide support to the Consultant in establishing control/reference points for construction activities.
- o Ensure worksite safety and maintain existing roads and to ensure safe and continuous traffic flow throughout the construction period.

**2. Construction and Implementation****(c) Execution of Civil Works**

- o Carry out all construction activities strictly in accordance with the approved drawings, specifications, and contract documents.
- o Maintain quality control procedures (as per the Contractor's Quality Management Plan) and rectify non-compliant work as directed by the Consultant.
- o Submit **Requests for Inspection (RFI)** at appropriate stages to confirm satisfactory completion of work segments before proceeding.

**(d) Material Testing and Compliance**

- o Source and test construction materials in accordance with contract requirements and applicable standards.
- o Facilitate on-site and off-site testing (field and laboratory) and provide test results to the Consultant for verification.
- o Promptly address any non-conformities or defects reported by the Consultant, taking corrective measures as necessary.

**(e) Environmental, Social, Health, and Safety (ESHS) Compliance**

- Implement all measures prescribed in the project's Environmental and Social Management Plans (ESMP), Labor Management Plan, Gender and Disability Action Plan, and other relevant ESHS documentation.
  - Ensure worker health and safety through appropriate personal protective equipment (PPE), site safety protocols, and adherence to approved **Traffic Management Plans**.
  - Maintain a grievance redress mechanism (GRM) at the site level and coordinate with the Consultant and PIU to address and resolve any E&S issues or incidents promptly.
  - Notify the Consultant and PIU immediately of any accidents, incidents, or allegations of Gender-Based Violence (GBV), Sexual Exploitation or Abuse (SEA), or Sexual Harassment (SH).
- (f) **Progress Monitoring and Reporting**
- Maintain daily site logs (equipment, labor, materials, and activities) and submit regular progress updates to the Consultant.
  - Assist in periodic inspections by the Consultant or PIU, ensuring timely resolution of observed deficiencies.
  - Prepare and submit monthly progress reports, including ESHS compliance status, schedule updates, and any anticipated delays or cost variations.

### 3. Variations and Contractual Obligations

#### (c) Variations and Claims

- Promptly submit variation requests or notifications to the Consultant when design changes, unforeseen site conditions, or other factors necessitate modifications to the works.
- Provide all supporting documentation and cost implications for the Consultant and PIU's review and approval.
- Adhere to the contract's dispute resolution procedures in coordination with the Consultant and PIU if any contractual disputes arise.

#### (d) Compliance with Instructions and Approvals

- Obtain explicit approval from PIU (through the Consultant) for any subcontracting of works, proposed extensions of time, or significant changes in key personnel.
- Seek the Consultant's approval for any design adjustments or material substitutions before implementation.

### 4. Post-Construction, Handover, and Defect Liability

#### (b) Completion and Handover

- Upon completion of the works (or sections thereof), request an inspection and Taking Over Certificate from the Consultant.
- Rectify any outstanding defects identified during the inspection to ensure final acceptance.
- Submit **As-Built Drawings** reflecting all revisions made during construction, certified accurate by the Contractor, for the Consultant's approval.

#### (c) Defect Liability Period



- Carry out all necessary remedial works during the Defect Liability Period as specified in the contract.
- Coordinate with the Consultant to address any issues that arise post-completion, including environmental and social mitigation measures that require ongoing attention.

**(d) Support to Before-and-After Evaluation**

- Safety criteria cover traffic calming, pedestrian facilities, motorcycle lanes, intersection improvements, and roadside safety features. Performance metrics, including speed reduction, crash reduction rates, and behavioural observations (pedestrian & drivers) compliance, will assess effectiveness through a before-after evaluation. Provide data or facilitate access for any **before-and-after studies** (e.g., crash data, video observations) to evaluate the effectiveness of implemented road safety countermeasures.
- Assist the Consultant in identifying and resolving any post-implementation issues to improve safety and performance on the completed sections.

**5. General Responsibilities**

**(a) Liaison and Communication**

- Maintain effective communication channels with PIU, the Consultant, local authorities, and stakeholders.
- Participate in regular site meetings, progress reviews, and audits as requested by the Consultant or PIU.

**(b) Documentation and Record-Keeping**

- Keep comprehensive and up-to-date records of all construction activities, testing, inspections, and instructions received.
- Ensure that all documentation (daily logs, test certificates, ESHS compliance records, etc.) is properly archived and available for review by the Consultant and PIU.

**(c) Compliance with Laws and Regulations**

- Comply with all relevant Bangladeshi laws, regulations, and standards (including labor laws, environmental regulations, and road safety standards).
- Follow the World Bank's guidelines and procurement regulations as applicable under the financing agreement.



## Specification

A. General Specification (Technical Specifications) June 2016 of Roads and Highways

For items which are not covered in above specification will be governed by

1. General Specification (Technical Specifications) January 2025 (2nd draft) of Roads and Highways
2. PWD Schedules
3. LGED Schedules
4. DNCC Schedules
5. Special Items as described in BOQ

- B. Road Safety Works Manual (RHD)
- C. Road Safety Engineering Toolkit (RHD)
- D. Road Safety Audit Manual (RHD) 2005
- E. Traffic Sign Manual- Volume 1 & 2
- F. ESMF (Environment & Social Management Framework)



## Environmental and Social (ES) requirements

### Environmental and Social (ES) requirements

#### Clause 4.1: Contractor General Obligations

In preparing the specification for ES requirements, the WB ESF, ESMF, ESA, ESMP, EHS guidelines, GHP and relevant national laws have been consulted and followed. The ES requirements have been prepared in a manner that do not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract. Contractor need to follow the above guidelines and documents for Green and Climate Resilient Development (GCRD).

**The following are the additional requirements to the relevant Conditions of Contract:**

#### Clause 4.6: Co-operation

The subproject implementation includes direct involvement of RHD, BRTA, DGFH and BP under the umbrella of PIU. Contractor's cooperation along with other relevant agencies are required in ES assessment in subproject implementation. Contractor to provide necessary support to conduct those ES assessments during different phases of project implementation considering Green and Climate Resilient Development (GCRD).

#### Clause 4.8: Health and Safety Obligations

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 health and safety manual shall set out following health and safety requirements:

#### OHS Requirements

**Managing Physical Hazards on Construction Sites:** The Hierarchy of Control Methods:

- Elimination/ Substitution: Not practiced during construction unless applied in design phase
- Engineering controls: Second most effective means of protecting employees from hazards however, limited due to costs, resources and time constraints.
- Administrative and work practice controls: Most effective include most of the control measures
- PPE: - last resort; it is least effective.

**Excavations and Trenching:** Safeguards and Control Measures:

- Excavated materials: Excavated materials/equipment that could pose a hazard by falling or rolling into excavations should be kept at least 1 meter from the edge
- Dust: Dust should be kept to a minimum by spraying water or other means
- Plan safety into the job by considering Traffic, soil, water table.
- Trenches of 1.2 or more meter deep need a safe means of egress (e.g. ladder, stairway, ramps)
- Conduct daily inspections for possible cave-ins.



**Heavy Equipment:** (Heavy Equipment includes but is not limited to: Backhoes, Bulldozers, Road Graders, Excavators, Scrapers Loaders, Dump Trucks, Earth Movers, Trucks 2 Tons GVW or Greater.)

- a. Operators should have: license, training, qualifications, certifications and medical fitness.
- b. Safeguard and Control Measures
  - i. Heavy Equipment should be equipped with: back-up alarm, horn and seat belt.
  - ii. All Motorized Heavy Equipment should require Rollover Protective Structures (ROPS) with seat restraints.
  - iii. Inspections Before use
  - iv. Traffic Management Plan (TMP): TMP should be developed for project/ site to ensure safe interactions between work activities, equipment, people and environment.

**Material Handling:** Safeguard and Control Measures for Loading and Unloading Hazards;

- (a) Use of mechanical lifting equipment e.g., Cranes, Forklifts and slings.
- (b) Safe Work zone during loading/ unloading, inspection.

**Hot Work – Welding, Brazing and Cutting:** Safeguard and Control Measures include but not limited to:

- a. Fire prevention: Remove all combustible materials from the area
- b. Fire protection: Establish fire watch and install Fire extinguisher
- c. PPE
  - i. Skin protection: fire resistant apron/ jacket and gloves, leather safety boots; welding helmet
  - ii. Eye protection: Welding helmet with UV protected shades and face shields for grinding
  - iii. Respiratory protection: Use filter respirators in ventilated areas and supplied air respirators (SARs) in confined spaces

**Electrical Safety** Safeguard and Control Measures include but not limited to;

- a. Insulation - insulate electrical conductors with glass, rubber or plastic
- b. Electrical protective devices - interrupts current flow when it exceeds conductor capacity like fuses, circuit breakers & ground fault circuit interrupters (GFCI's)
- c. Only competent persons who are trained and qualified to work on electrical equipment
- d. PPE for electrical work includes: Hard hat, Safety glasses, Long sleeve cotton shirt and long non-melting pants

**Safety measures associated with the handling and use of bitumen;**

- a. Most significant hazard in the use of bituminous binders is exposure to elevated temperature which is often handled at temperatures above 130°C.
- b. Plant, equipment and processes should be planned to minimize the likelihood of personal contact with hot bitumen.
- c. Always carry out bitumen operations at low temperature



- d. Good personal hygiene in respect of hands and inner clothing must be maintained.
- e. PPE like face shield, suitable eye protection (goggles), hand protecting Heat-resistant/chemical resistant gloves to be used. For foot protection heat-resistant heavy duty safety boots to be used, under no circumstances light shoes or sandals to be worn.
- f. Emergency response planning - bitumen burns:
  - i. Burns to the skin or eyes should be cooled immediately by drenching the burned area of the body under clean cold, preferably running water
  - ii. Emergency water showers with a minimum flow of 75 liters a minute at 2.1 bar should be delivered for a minimum of 15 minutes. Eye bath facilities should be available in close proximity to the working site.
  - iii. First-aid workers must be specifically trained for this bitumen accident purpose
  - iv. An adequate number of approved bitumen burns first aid kits should be provided
- g. Disposal of bituminous waste: Waste derived from bituminous binder applications to be disposed of at approved waste disposal sites. Bituminous binder waste includes spills, scrapings, flushing residue, contaminated product and bituminous mixtures.
- h. Precautions during heating of Bitumen
  - i. Do not leave the tanker unattended when burners are on;
  - ii. Discharge product from the tanker only when the burners have been turned off;
  - iii. Do not stand directly behind burners when lighting or adjusting;
  - iv. Do not smoke or use cell phones during the heating operation.
- i. Transportation of hot bitumen:
  - i. Tankers must not be offloaded during heating;
  - ii. During loading no source of ignition should be allowed in the vicinity of the receiving tank;
  - iii. Earthing the vehicle to eliminate the accumulation of electrostatic charge is necessary during the loading or offloading of cutback bitumen.
  - iv. At least 10% space should be left after loading to allow for expansion resulting from any subsequent heating.

#### ***Clause 4.18: Protection of Environment***

For protection of environment, the contractor would take appropriate mitigation measures to control air, water, noise pollution as per the national Acts/Rules/Standards. In case of non-availability of such standards, the GHP is to be followed.

#### ***Clause 4.21: Security of the site***

Contractor would take appropriate measures for the security of the sites from all possible risks that may arise from any environmental/climatic, operational health and safety or societal threats/ hazards.

#### ***Clause 4.23( C): Archaeological and Geological Findings***



For protection of archaeological and geological resources, contractor would take appropriate measures for preservation of its both tangible and intangible values.

**Clause 6.2: Rate of Wages and Conditions of Labour**

The Contractor shall:

- i. Provide written agreement of contract to workers and payment slip
- ii. Ensure discrimination on employment and payment of wages are avoided
- iii. Pay wages as per current Labor Law and Government regulation
- iv. Keep records of hours worked, remuneration and deductions (including overtime), collective bargaining agreements;
- v. Record incidents and corresponding Root Cause Analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required (for example, revised job safety analysis, new or different equipment, skills training, and so forth)
- vi. Establish a GRM to raise worker grievances

In the connection of the above, refer to Particular Conditions of Contract (SECTION IX) (Sub Clause 4.24, 4.25, 6.1, 6.2 (6.21-6.27), 6.5-6.9.

**Clause 6.5: Working Hour**

Contractor to follow the Bangladesh Labour Act 2006 (Amendments 2013, 2018, 2023) and relevant Labour Rules. Maximum working hours in a day and a week which are restricted to 8 hours and 48 hours respectively.

**Clause 6.28: Training of Contractor's Personnel and Code of Conduct (CoC)**

As per ESMP outlined in the ESA the contractor to arrange training for the workers on the following issues:

- SEA/SH (Sexual Exploitation and Abuse/ Sexual Harassment)/GBV awareness and sensitization
- Health and hygiene
- Awareness training about the communicable diseases like STDs, HIV/AIDS etc.
- Training on resource efficiency
- OHS and Waste management
- Labour management procedures

Contractor will also indicate the duration, frequency and timing of these training.

Contractors will need to maintain labour relations with local communities through a code of conduct (CoC). The CoC commits all persons engaged by the contractor, including sub-contractors and suppliers, to acceptable standards of behaviour. The CoC must include sanctions for non-compliance, including non-compliance with specific policies related to gender-based violence, sexual exploitation and sexual harassment (e.g., termination). The CoC should be written in plain language and signed by each worker indicate that they have:



- received a copy of the CoC as part of their contract;
- had the CoC explained to them as part of induction process;
- acknowledged that adherence to this CoC is a mandatory condition of employment;
- understood that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the CoC shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in English and Bangla.

In addition to the sub-clauses of the Conditions of Contract mentioned above contractor will also comply with following requirement:

#### ***Management and Safety of Hazardous Materials***

Contractor will avoid or minimize community exposure to hazardous materials and substances that may be released by the sub-project activities, project-related traffic and road safety risks, diseases and hazard due to use of vibratory equipment, construction debris handling and disposal etc. Contractor will ensure effective measures in place to address emergency events. Ensure that safeguarding of personnel and property is carried out in a manner that avoids or minimizes risks to the project affected communities,

#### **Resource Efficiency and Pollution Prevention and Management**

For Resource Efficiency, the contractor will identify feasible measures for efficient use of resources through:

- Energy: Optimum energy use by introducing energy efficient machinery and working processes
- Water usage and management to minimize water usage during construction, conservation measures to offset total construction water demand and maintain balance for demand of water resources
- Use of raw materials by exploring use of local materials, recycled aggregates, use of innovative technology so as to minimize project's foot prints on finite natural resources.

#### ***Pollution prevention and management***

Control of Air Pollution:

Air pollution will occur due to site preparation, earth filling, subgrade & ISG preparation, stock yards and labour shed construction, grading and movement of vehicles and the mitigation measures are

- Ensure that all vehicles and machines comply with technical and environmental safety regulations
- Schedule the operation times for vehicles, machines working in the construction area to reduce air emissions
- Regular watering and sprinkling for dust suppression are to be done properly.
- Stockpiles of dusty materials will be covered by polythene or tarpaulin.
- Speed of vehicles on site and approach road will be limited to 15-20 km/hr

Control of water pollution:

Surface and groundwater can be contaminated by sewage & wastewater from labour camp, dumping of moist soil for prolong period and effluent disposal and the mitigation measures are suggested below:

- Labour camp should be constructed at a safer distance from the waterbody with septic tanks and soak wells;
- Arrangement of mobile toilets may be set at work sites
- Waste disposal is prohibited to waterbodies, reuse/recycle.
- Fuel, oil and used oil storage areas shall be contained in concrete floor;



- Excavated soil will not be kept for prolonged period to avoid leaching.
- Treated effluent will be discharged after achieving norms prescribed by the DoE; Drain outlet should be regularly cleaned.
- Proper storage area will be proposed with lining to avoid leakage.
- Periodic inspection of the leachate collection systems.
- Provision of primary treatment of storm water shall be arranged.

#### Control of Soil Pollution:

Project site soil and sediment can be polluted due to disposal of solid and liquid waste of diversified construction works, operation of heavy equipment, oil spillage of construction vehicles, bitumen discharge etc. Mitigation Measures:

- Construction vehicles will remain on compacted gravel roads.
- Fuel, lubricating oil, and used oil storage areas will be in the designated area.
- Contractor shall ensure daily collection and disposal of construction waste, debris, oil, fuel spillage, used oil etc.
- Covering the road shoulders and slopes by the first growing turf.

#### Control of Noise Pollution:

Noise pollution may occur because of: Operation of vehicles and equipment during the site preparation, bituminous work, earth work, stack yards and labour shed construction, transportation of construction materials, Operation of batching plant i.e., concrete, asphalt and mitigation measures are suggested below:

- Construction activities in day time and minimize night time working.
- Regulate the speed for traffic in and around the project areas.
- Regularly carry out maintenance and routine inspections on vehicles and construction machineries to ensure the technical standards.
- Ensure the construction equipment are with proper silencer and muffler, padding/noise isolator and select the least noisy machine.
- The personnel involved in high noise generating activities shall be provided with personal protective devices like ear plug.

#### Management of Hazardous and non-hazardous waste

The Project will generate both solid non-hazardous and hazardous wastes throughout the construction phase. The anticipated non-hazardous waste types include excavated material, broken aggregates, Municipal Solid Waste, concrete from broken piles, wastewater etc. While hazardous waste may include used oil, empty drums or replaced parts of the construction machinery, used battery, road marking paint etc. Mitigation Measures are given below:

- The hazardous waste/e-waste to be collected in steel drums and stored in a segregated roofed area and periodically disposed at approved waste disposal facilities.
- The camp site shall have compost pits for treating organic waste and separate bins for collecting the inorganic waste, which shall be disposed at nearest disposal sites.

#### *Biodiversity Conservation and Sustainable Management of Living Natural Resources*

Negative Impacts on Eco-system and Biodiversity (Aquatic & Terrestrial Ecology) may occur because of spillage or disposal of solid & liquid wastes from onsite development activities and vehicles & equipment will disturb the habitat of fishes. Mitigation Measures:

- Activities near natural habitat should be avoided.
- No waste should be dumped in water bodies without proper treatment. Wastewater from camps & construction sites should not be disposed off in the waterbodies.



- No Storage of raw material, diesel, paint etc near waterbodies
- No tree cutting even if any tree is to be cut, then plantation should be undertaken in minimum ratio of 1:3.

#### **Traffic Management:**

Materials-carrying vehicles and construction vehicles (Excavator, pay loader, grader, dump-truck etc.) may damage environment in the construction area and may be a disturbance to nearby population. Without proper traffic management accidents may also occur. Consequence Mitigation Measures are suggested below:

- Defensive driving training of drivers and proper maintenance of vehicles.
- Establishing diversion roads during the construction;
- Place traffic sign/cautionary sign to avoid undue traffic congestion
- At night, the passage shall be delineated with lanterns/ suitable light source.
- For regulation of traffic, the flagmen shall be equipped with red and green flags and illuminating vest at night especially near at intersection.
- Development and implementation of traffic management plan.

#### **Road Safety**

The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Contractor's Equipment on public roads or other public infrastructure.

The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.

To comply with the ES requirements the contractor shall submit along the bid number of Management Strategies and Implementation Plans (MSIPs) which may include the following but not limited to:

- Air, water and noise pollution prevention plan and resource efficiency measures
- Traffic Management Plan
- OHS Plan for Workers
- Emergency Response Plan
- Grievance Redress Mechanism (GRM)

Contractor will also submit with the bid a monitoring plan for monitoring of ES parameters mentioned above which should include but not limited to the following:

- Ambient Air Quality
- Noise
- Water Quality
- Soil pollution
- SEA/SH and Discrimination
- Waste disposal

#### **Payment for ES Requirements**

All the ES requirement related cost is included in the BOQ and payment will be made based on the progress of the activities mentioned above.



## Contractor's Representative and Key Personnel

Sl No	Designation/Position	Relevant Academic Qualifications	Minimum Years of Experience/Relevant Work Experience
1.	Project Manager-01 No. (Shall be Highway Engineer, nominated from Lead Partner, in case of JV)	B.Sc. Engg. in Civil	Total Work Experience: 12 years (for M.Sc. qualified) or 15 years (for B.Sc. qualified). 10 (Ten) years' Experience in road construction contracts with FIDIC Conditions; Experience in similar capacity for at least two similar projects. Must be capable to communicate properly in English or Bangla language.
2.	Deputy Project Manager-02 No. (Shall be Highway Engineer)	B.Sc. Engg. in Civil	Total Work Experience: 10 years. 07 (Seven) years' experience in Road construction contract; Experience in similar capacity for at least one similar project.
3.	Highway/Pavement Engineer - 02 No.	B.Sc. Engg. in Civil	Total Work Experience: 12 years. 07 (Seven) years in road construction contract; Shall have experience in pavement surface improvement for road safety.
4.	Traffic Engineer/Safety Engineer-02 No.	B.Sc. Engg. in Civil	Total Work Experience: 12 years. 07 (Seven) years' experience in road construction contracts in safety management.
5.	Planning Engineer - 01 No.	B.Sc. Engg. in Civil	Total Work Experience: 12 years. 07 (Seven) years' experience in planning & programming. Must have expertise on MS Project/Primavera or similar kind of software.
6.	Quality Assurance/Quality Control/Material Engineer -02 No.	B.Sc. Engg. in Civil	Total Work Experience: 12 years. 07 (Seven) years' experience in Quality Assurance Quality of Road construction contracts and shall have experience in pavement materials. Must have experience of Asphalt Pavement mix design by following both Marshall and Superpave mix design procedure.



Sl No	Designation/Position	Relevant Academic Qualifications	Minimum Years of Experience/Relevant Work Experience
7	Plant/Equipment Engineer-02 No	B.Sc. Engg. in Civil/Mechanical	Total Work Experience: 12 years. 07 (Seven) years' experience as a Plant/Equipment Engineer in road construction and road safety contracts.
8	Quantity Surveyor - 02 No.	B.Sc. Engg. in Civil	Total Work Experience: 12 years. 07 (Seven) years' experience as a Quantity Engineer in Road construction contract.
9	Environmental Monitoring Officer - 01 No.	B.Sc.Engg in Civil/ Environmental Science	Total Work Experience: 08 years. 05 (Five) years' experience in ESMP/EMP preparation/ implementation of Civil works contracts.
10	Occupational Health and Safety (OHS)-01 No.	B.Sc. Engg in Civil/Environmental Science	Total Work Experience: 08 years. 05 (Five) years' experience in preparing and executing health and safety plans in Civil works contracts.
11	Social Development and Stakeholder Engagement Expert 01 No.	Bachelor Degree in Social Science or equivalent	Total Work Experience: 08 years. 05 (Five) years' experience in resettlement and social impact management including monitoring and responding to risks related to labor influx and GBV, as well as experience with Grievance Redress Mechanisms (GRM).
12	Gender and SEA/SH Specialist-01 No.	Bachelor Degree in Social Science/Gender Studies or equivalent	Total Work Experience: 08 years. 05 (Five) years' experience as a Gender or SEA/SH Specialist in construction projects.
13	Highway Supervisor - 08 Nos.	Diploma in Civil Engg.	Total Work Experience: 10 years. 07 (Seven) years' experience as a Highway Supervisor in road construction.
14	Surveyor-08 Nos.	Diploma in Civil Engg./Certified from Survey Institution	Total Work Experience: 10 years. 05 (Five) years' experience in survey of road construction/ topographic survey/ CAD operation etc.
15	Electrical Engineer - 01 No	B.Sc. Engg. in Electrical	Total Work Experience: 08 years. 03 (Three) years' experience in solar and sustainable energy.



Sl No	Designation/Position	Relevant Academic Qualifications	Minimum Years of Experience/Relevant Work Experience
16	Junior QA/QC Engineer-01 No.	B.Sc, Engg. in Civil	Total Work Experience: 05 years. 03 (Three) years' experience in road construction.
17	Junior Engineer (Highway)-02 Nos.	B.Sc, Engg. in Civil	Total Work Experience: 05 years. 03 (Three) years' experience in road construction works.
18	Laboratory Technician-04-Nos.	Diploma in Civil Engg.	Total Work Experience: 10 years. 07 (Seven) years' experience as a Laboratory Technician in Road construction works.



## Drawings

Drawing files are attached as Appendix-3.



## Supplementary Information

ES Screening report is attached as Appendix-4



## **PART 3 – Conditions of Contract and Contract Forms**



## Section VIII - General Conditions (GC)

### Red Book:

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

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

### International Federation of Consulting Engineers (FIDIC)

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## Section IX - Particular Conditions

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



## Conditions

### Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	N/A
Employer's name and address	1.1.31	Project Director Bangladesh Road Safety Project Roads and Highways Department Room No. 211, Level-2, Block-A Sarak Bhaban, Tejgaon, Dhaka-1208 E-mail: pd.brsp@gmail.com Website: www.rhd.gov.bd
Engineer's name and address	1.1.35	<supervision consultant – will be mentioned later>
Bank's name	1.1.89	The World Bank
Borrower's name	1.1.90	People's Republic of Bangladesh
Time for Completion	1.1.84	730 days
Defects Notification Period	1.1.27	365 days. (one year)
Sections	1.1.73	N/A
Electronic transmission system	1.3 (a) (ii)	As per GCC
Address of Employer for communications:	1.3(d)	Project Director, BRSP Room No. 211, Level-2, Block-A Sarak Bhaban, Tejgaon, Dhaka-1208, E-mail: pd.brsp@gmail.com
Address of Engineer for communications:	1.3(d)	<to be given at the time of contract>
Address of Contractor for communications:	1.3(d)	<to be given at the time of contract>
Governing Law	1.4	Law 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

Conditions	Sub-Clause	Data
Number of additional paper copies of Contractor's Documents	1.8	Two
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	100% of total contract price.
Site	1.1 74	Bangladesh National and Regional Highways (N501, R465, and R480) and adjacent areas. Site list is provided in Section-VII
Time for access to the Site	2.1	The right of access to and possession of all parts of the "Site" under N501, R465, and R480 will be given to contractors as per approved work plan after signing the contract.
Engineer's Duties and Authority	3.2	Written consent of the Employer is required for any variation.
Cyber security - Contractor's obligations	4.1	N/A
Performance Security	4.2	The Performance Security will be in the form of a Bank guarantee in the amount(s) of 10% (ten 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	N/A
Period for notification of errors in the items of reference	4.7.2 (a)	28 Days
Period of payment for temporary utilities	4.19	The Contractor shall be responsible for the provision of all power, water and other services/utilities he may require till the issue of the Taking-Over Certificate.
Number of additional paper copies of progress reports	4.20	Two
Cyber security	4.20	N/A
Cyber security-immediate reporting	4.20	N/A
Maximum allowable accumulated value of work subcontracted (as a	5.1(a)	25%



Conditions	Sub-Clause	Data
percentage of the Accepted Contract Amount)		
Parts of the Works for which subcontracting is not permitted	5.1(b)	None
Normal working hours	6.5	Normal working hour 8am to 6pm 6 days in a week, except Friday and government holidays.
Number of additional paper copies of program	8.3	Two
Delay damages payable for each day of delay	8.8	<u>0.01% of Total Contract Value per day.</u>
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount.
Method of measurement	12.2	<i>As per GCC and other clauses</i>
Percentage profit	12.3	N/A
Cyber security- Variation	13.3.1(a)	N/A
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	N/A
Total advance payment	14.2	10% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency 0 % (b) percentage deductions for the repayment of the Advance Payment 30%
Period of payment	14.3	Period of payment is Two months. Employer may allow to submit earlier.
Number of additional paper copies of Statements	14.3(b)	Two
Percentage of retention	14.3(iii)	5%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%
Plant and Materials.	14.5(b)(i)	Not Applicable
	14.5(c)(i)	Not Applicable
Minimum Amount of Interim Payment Certificates	14.6.2	5% of the Accepted Contract Amount.



Conditions	Sub-Clause	Data
Cyber security- withholding payments	14.6.2	N/A
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	60 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	60 days
Period for the Employer to make final payment to the Contractor	14.7(c)	60 days
financing charges for delayed payment	14.8	1%
Number of additional paper copies of draft Final Statement	14.11.1(b)	Six
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	Fire Rain Flood Damage of utility lines
Permitted deductible limits	19.1	insurance required for the Works: The contractor will insure for works for 100% contract value.  insurance required for Goods: N/A insurance required for liability for breach of professional duty: Yes insurance required against liability for fitness for purpose (if any is required): N/A  insurance required for injury to persons and damage to property: Yes.  insurance required for injury to employees: Yes.
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	15%



Conditions	Sub-Clause	Data
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	fire, flash flood and Natural Catastrophes such as heavy rainfall, flood inundation, cyclone, landslides, major earthquakes etc.
Extent of insurance required for Goods	19.2.2	N/A
Amount of insurance required for Goods		N/A
amount of insurance required for liability for breach of professional duty	19.2.3(a)	N/A
Insurance required against liability for fitness for purpose	19.2.3(b)	No
Period of insurance required for liability for breach of professional duty	19.2.3	N/A
Amount of insurance required for injury to persons and damage to property	19.2.4	For Injury to Person: Full Coverage. For Property: Full Coverage for replacement of the property.
Other insurances required by Laws and by local practice (give details)		As per law
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One sole Member
List of proposed members of DAAB	21.1	Proposed by Employer: 01. President, Institution of Engineers, Bangladesh  Proposed by Contractor {Attach CVs to the Contract}  1. _____ 2. _____ 3. _____

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



## Part B - Special Provisions

- 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 1.1.74**  
**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 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88**
- Sub-Clause 1.1.89 Bank**
- “Bank” means the financing institution (if any) named in the Contract Data.
- Sub-Clause 1.1.90**  
**Borrower**
- “Borrower” means the person (if any) named as the borrower in the Contract Data.
- Sub-Clause 1.1.91**  
**ES**
- “ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
- Sub-Clause 1.1.92**  
**Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)**
- “Sexual Exploitation and Abuse” “(SEA)” means the following:
- Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.



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

**Sub-Clause 1.2  
Interpretation**

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

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

“he/she” is replaced with: “it;”

“him/her” is replaced with “it;”

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

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

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

sub-paragraph (k) is added:

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

**Sub-Clause 1.5  
Priority of Documents**

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

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

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

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

and the list renumbered accordingly.

**Sub-Clause 1.6  
Contract Agreement**

The last paragraph is replaced with:

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

**Sub-Clause 1.12  
Confidentiality**

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



“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

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

#### **Sub-Clause 1.17**

#### **Inspections & Audit by the Bank**

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

“Pursuant to paragraph 2.2 c. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).”

#### **Sub-Clause 2.4**

#### **Employer’s Financial Arrangements**

The first paragraph is replaced with:

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

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

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



**Sub-Clause 2.6****Employer-Supplied  
Materials and  
Employer's Equipment**

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

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

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

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

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

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

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

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

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

When made available by the Employer, the Contractor shall visually inspect the Employer's Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed



by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

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

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

**Sub-Clause 2.7**

**SEA/SH Conference**

The following new Sub-Clause is added

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

**Sub-Clause 3.1**

**The Engineer**

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

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

**Sub-Clause 3.2**

**Engineer's Duties and Authority**

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

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
  - (i) in an emergency situation as determined by the Engineer; or
  - (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.



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

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

**Sub-Clause 3.3**

**Engineer's Representative**

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

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

**Sub-Clause 3.4**

**Delegation by the Engineer**

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

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

**Sub-Clause 3.6**

**Replacement of the Engineer**

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

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

**Sub-Clause 4.1**

**Contractor's General Obligations**

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

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

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

"The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits)



unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit to the Engineer for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

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

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

- (c) "if so stated in the Specification, the Contractor shall:
- (i) design structural elements of the Works taking into account climate change considerations;
  - (ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances;
  - (iii) consider the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events; and
  - (iv) any other requirement stated in the Specification."

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

"The Contractor shall provide relevant contract-related information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract; and
- (ii) may have an interest in the Contract.

The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.

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

#### Sub-Clause 4.2

#### Performance Security and ES Performance Security

The first paragraph is replaced with:

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

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

- 2.1- Right of Access to the Site;
- 14.2- Advance Payment;
- 14.6- Issue of IPC;
- 14.12- Discharge;



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



**Health and Safety Obligations**

- (a) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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
- (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment."

The second and third paragraphs are replaced with the following:

"Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 [Preparation and Review].



The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws,

The health and safety manual shall set out all the health and safety requirements under the Contract,

1. which shall include at a minimum:

1. 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;
2. details of the training to be provided, records to be kept;
3. 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);
4. 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,
5. 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;
6. 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

2. any other requirements stated in the Specification.

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

**Sub-Clause 4.15  
Access Route**

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

"The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Contractor's Equipment on public roads or other public infrastructure.

The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them."

**Sub-Clause 4.18  
Protection of the  
Environment**

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

"The Contractor shall take all necessary measures to:

- i. protect the environment (both on and off the Site); and
- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer."

**Sub-Clause 4.20  
Progress Reports**

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

The following paragraph is added prior to the paragraph starting with: "However, nothing stated...": "Unless



otherwise stated in the Contract Data, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.”

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

“In addition to the reporting requirement of this subparagraph (g) of Sub-Clause 4.20 [*Progress Reports*], and subject to the specific requirement on handling allegations of SEA and/or SH in accordance with Sub-Clause 6.27, the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.”

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

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

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

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

- (a) for keeping unauthorised persons off the Site;



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

Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer's No-objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."

#### Sub-Clause 4.23

#### Archaeological and Geological Findings

The first paragraph is replaced with the following:

"All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall;

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specification and relevant Laws."



**Sub-Clause 4.24****Suppliers (other than Subcontractors)****4.24.1 Forced Labour**

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

**4.24.2 Child labour**

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

**4.24.3 Serious Safety Issues**

The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.8, 5.1 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

**4.24.4 Obtaining natural resource materials in relation to supplier**

The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from riverbeds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical



habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

**Sub-Clause 4.25  
Code of Conduct**

The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

**Sub-Clause 5.1  
Subcontractors**

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

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

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

The following is added after the first sentence of the fourth paragraph: "The Contractor's submission to the Engineer shall also include such a Subcontractor's declaration in



accordance with the Particular Conditions- Part F- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors.”

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

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

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

**Sub-Clause 5.2.2**

**Objection to Nomination**

In sub-paragraph (c):

“and” is deleted from the end of (i);

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

The following is then added as (iii):

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

**Sub-Clause 6.1**

**Engagement of Staff and Labour**

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

“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation, and benefits, as well as those arising from any requirements in the Specification. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.

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



**Sub-Clause 6.2****Rates of Wages and  
Conditions of Labour**

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

“The Contractor shall inform the Contractor’s Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

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

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

**Sub-Clause 6.5 Working  
Hours**

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

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

**Sub-Clause 6.6****Facilities for Staff and  
Labour**

The following is added as the last paragraph:

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

**Sub-Clause 6.7****Health and Safety of  
Personnel**

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

“Except as otherwise stated in the Specification, the Contractor...”

**Sub-Clause 6.9****Contractor’s Personnel**

The Sub-Clause is replaced with:



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

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [*Contractor's Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

Subject to the requirements in Sub-Clause 4.3 [*Contractor's Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

**Sub-Clause 6.12  
Key Personnel**

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

"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available



during all working hours in a number deemed sufficient by the Engineer.”

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

**Sub-Clause 6.13**

**Foreign Personnel**

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

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

**Sub-Clause 6.14**

**Supply of Foodstuffs**

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

**Sub-Clause 6.15**

**Supply of Water**

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

**Sub-Clause 6.16**

**Measures against Insect and Pest Nuisance**

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

**Sub-Clause 6.17**

**Alcoholic Liquor or Drugs**

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

**Sub-Clause 6.18**

**Arms and Ammunition**

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



**Sub-Clause 6.19****Festivals and Religious Customs**

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

**Sub-Clause 6.20****Funeral Arrangements**

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

**Sub-Clause 6.21****Forced Labour**

The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

**Sub-Clause 6.22****Child Labour**

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely



to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**Sub-Clause 6.23**  
**Employment Records of Workers**

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

**Sub-Clause 6.24**  
**Workers' Organisations**

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.



**Sub-Clause 6.25****Non-Discrimination and Equal Opportunity**

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

**Sub-Clause 6.26****Contractor's Personnel Grievance Mechanism**

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.27 below). The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.



The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

**Sub-Clause 6.27**

**Contractor's-SEA/SH  
Response  
Mechanism; Receipt  
of SEA/SH  
allegations; and  
Contractor's and  
non-compliance**

**i. The Contractor's SEA/SH Response Mechanism**

The Contractor shall put in place an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor's or Employer's Personnel or any other person including third parties ("SEA/SH Response Mechanism").

The Contractor's Personnel shall be informed of the SEA/SH Response Mechanism at the time of engagement for the Contract and informed of the measures put in place to protect them against any reprisal for its use. For all other persons (including the Employer's Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and also measures protecting against reprisal, shall be displayed, in languages comprehensible to the Contractor's Personnel, Employer's Personnel, and the affected communities, in locations easily accessible to them.

The SEA/SH Response Mechanism shall permit allegations or concerns to be submitted in writing, in person or by phone, with appropriate provision for confidential treatment, and shall permit the submission of anonymous allegations. The Contractor shall have in place a dedicated person with appropriate skills, experience and training to receive and review such allegations or concerns.

As part of the SEA/SH Response Mechanism, the Contractor shall maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or SH. These measures should identify appropriate responses to SEA and/or SH allegations, including the actions set forth in Sub-Clause 6.9, and other appropriate disciplinary measures in the case of the Contractor's Personnel.

**ii. Receipt of SEA/SH allegations**

Any allegation of SEA and/or SH received by the Contractor (including through its Subcontractor/s), the Employer or the Engineer shall be documented and promptly submitted to the other two parties. While maintaining confidentiality of the person who experienced the alleged incident, as appropriate,



the documentation and submission should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident.

Upon receipt of any SEA and/or SH allegation as described above, the Contractor shall immediately apply its the SEA/SH Response Mechanism, as described in Sub-Clause 6.27.1, to review and address the allegation or concern.

The Employer shall promptly refer the allegation to the DAAB pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

iii. Contractor’s non-compliance with SEA/SH contractual obligations

If the Engineer identifies that the Contractor, including its Subcontractor/s, has not complied with the SEA/SH Prevention and Response Obligations under the Contract, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

If a DAAB report, prepared in accordance with Rule 3.10 of the DAAB Procedural Rules, identifies potential non-compliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations, the Engineer shall review the potential non-compliance and determine whether a Notice to Correct shall be issued to the Contractor. If the Engineer determines that a Notice to Correct shall not be given to the Contractor, the Engineer shall inform the Employer copying the DAAB, providing the basis for its determination. If the Engineer, however, determines that a Notice to Correct shall be given to the Contractor, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].



**Sub-Clause 6.28****Training of Contractor's Personnel**

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

**Sub-Clause 7.3 Inspection**

The following is added in the first paragraph after "Employer's Personnel" "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)"

The following is added as (b) (iv):

"(iv) carryout environmental and social audit, and"

**Sub-Clause 7.7****Ownership of Plant and Materials**

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

**Sub-Clause 8.1****Commencement of Work**

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

"The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under



- (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.”

**Sub-Clause 11.7**  
**Right of Access after**  
**Taking Over**

In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:

“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”

**Sub-Clause 13.3.1**  
**Variation by Instruction**

Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”

**Sub-Clause 13.4**  
**Provisional Sums**

The following is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer’s share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”

**Sub-Clause 13.6**

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



**Adjustments for Changes  
in Laws**

“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

**Sub-Clause 14.1  
The Contract Price**

*[Note to the Employer: include one of the following two alternative texts as applicable]*

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

**[Alternative 1]**

*“Notwithstanding the provisions of subparagraph (b), Contractor’s Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”*

**[Alternative 2]**

*“Notwithstanding the provisions of subparagraph (b), Contractor’s Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor’s Equipment and spare parts, and callable in the event the Contractor’s Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor’s Equipment and spare parts. Upon export of individual items of Contractor’s Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor’s Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities*



*by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise, the security shall be called in the full amount remaining."*

**Sub-Clause 14.2.1**

**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 bidding documents for the subject contract or in another form acceptable to the Employer."

**Sub-Clause 14.3**

**Application for Interim Payment**

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: "any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement)."

**Sub-Clause 14.6.2**

**Withholding (amounts in) an IPC**

"and/or" from subparagraph (b) is deleted.

The following is then added as subparagraph (c) and 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 Works' Requirements which may include working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or



- cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
2. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
  3. failure to implement the C-ESMP e.g., failure to provide required training or sensitization;
  4. failing to have appropriate consents/permits prior to undertaking Works or related activities;
  5. failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;
  6. failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s)."

The following is added as penultimate paragraph:  
 "As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed."

**Sub-Clause 14.7  
 Payment**

At the end of sub-paragraph (b): "and" is replaced with "or" and the following inserted as (iii):

"(iii) at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and"

At the end of sub-paragraph (c): "." is replaced with ";" and the following inserted:

"or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor]."

**Sub-Clause 14.9  
 Release of Retention  
 Money**

The following is added at the end of Sub-Clause 14.9:

"Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first



half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security.”

**Sub-Clause 14.15**  
**Currencies of Payment**

Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies.”

**Sub-Clause 15.1**  
**Notice to Correct**

“and” is deleted from (b) and

“.” is replaced by: “; and” in (c).

The following is then added as (d)

“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”

In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d).” Further,



in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”

**Sub-Clause 15.2.1  
Notice**

Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”

**Sub-Clause 15.8  
Fraud and Corruption**

The following new Sub-Clause is added:

“  
15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.

15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”

**Sub-Clause 16.1  
Suspension by  
Contractor**

The following paragraph is inserted after the first paragraph:  
“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”

**Sub-Clause 16.2.1  
Notice**

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

At the end of sub-paragraph (i): “; or” is replaced with: “;”  
sub-paragraph (f) is replaced with:

“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [Commencement of Works] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”



**Sub-Clause 16.2.2****Termination**

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

"In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice."

**Sub-Clause 16.3****Contractor's Obligations After Termination**

*[If the Employer has made available any Employer-Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]*

"and" is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:

"

- iii. 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
- iv. remove all other Goods from the Site, except as necessary for safety, and leave the Site."

**Sub-Clause 17.1****Responsibility for Care of the Works**

*[If Employer-Supplied Materials are listed in the Specification for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]*

After the two instances of "Goods" in the last paragraph, the following is added: "Employer-Supplied Materials."

*[If Employer's Equipment are listed in the Works' Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]*

After the two instances of "Goods" in the last paragraph, the following is added: ", Employer's Equipment."



**Sub-Clause 17.7****Use of Employer's  
Accommodation/Facilities**

The following Sub-Clause is added as 17.7:

"The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer."

**Sub-Clause 18.1****Exceptional Events**

Sub-paragraph (c) is substituted with:

"(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;"

**Sub-Clause 18.4****Consequences of an  
Exceptional Event**

The following is added at the end of sub-paragraph (b) after deleting the ".":

", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [ Insurance to be provided by the Contractor]."

**Sub-Clause 18.5****Optional Termination**

In sub-paragraph (c), "and necessarily" is inserted after "was reasonably."

**Sub-Clause 19.1****General Requirements**

The following paragraphs are added after the first:

"Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.

This agreement of terms shall take precedence over the provisions of this Clause."

**Sub-Clause 19.2****insurance to be provided  
by the Contractor**

The following is inserted as the first sentence in Sub-Clause 19.2:

"The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the



- insurance referred to Clause 19) with insurers from any eligible source country.”
- Sub-Clause 19.2.5  
Injury to employees** The second paragraph is replaced with:  
“The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”
- Sub-Clause 20.1  
Claims** In a): “any additional payment” is replaced with “payment.”
- Sub-Clause 20.2  
Claims for Payment and/or EOT** The first paragraph is replaced with:  
“If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”  
The following is added at the end of the first paragraph:  
“The DAAB shall also review and decide on any SEA/SH Referral submitted to the DAAB pursuant to Sub-Clause 6.27.2 [*Receipt of SEA/SH allegations*] and Sub-Clause 6.27.3 [*Contractor’s non-compliance with SEA/SH contractual obligations*], in accordance with Sub-Clause 21.9 [*SEA/SH Referrals*].”  
In the second paragraph, at the end of the first sentence after deleting: “”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of DAAB Agreement.”  
After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”
- Sub-Clause 21.1  
Constitution of the DAAB**
- Sub-Clause 21.2  
Failure to Appoint DAAB Member (s)** For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”.
- Sub-Clause 21.6  
Arbitration** In the first paragraph, “unless otherwise agreed by both Parties:” is deleted and replaced with: “The Parties agree:”



The following new Sub-Clauses 21.9 to 21.11 are added

**Sub-Clause 21.9 SEA/SH Referrals**

SEA/SH Referrals pursuant to Sub-Clause 6.27 shall be submitted by the Employer to the DAAB in writing, copied to the Contractor and the Engineer. For a DAAB of three persons, the SEA/SH Referrals shall be deemed to have been received by the DAAB on the date it is received by the chairperson of the DAAB.

Upon receipt of a SEA/SH Referral, the DAAB shall request the Contractor in writing (copied to the Employer and the Engineer) to submit a statement demonstrating its compliance, including the compliance of any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to a SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH contractual obligations. The Contractor shall within 28 days of receipt of this request, submit in writing such statement to the DAAB copied to the Employer and the Engineer.

In reviewing the Referral, the DAAB shall focus exclusively on compliance of the Contractor, including any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to the SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH obligations. The DAAB shall not assess the merits of an underlying allegation, including the factual aspects of the alleged SEA and/or SH incident.

The DAAB decision, which shall state that it is issued under this Sub-Clause 21.9, shall be provided in writing to the Parties with a copy to the Engineer within 42 days of receiving the SEA/SH Referral. The decision of the DAAB taken pursuant to this Sub-Clause 21.9 shall be binding on the Parties and any of its Subcontractor/s as applicable.

The DAAB decision arising from an allegation of SEA/SH incident shall state whether the Contractor, including any Subcontractor identified in the SEA/SH referral, was in compliance with its SEA/SH obligations at the time of occurrence of the alleged incident. The DAAB decision shall not disclose the name of the alleged survivor nor of the alleged perpetrator.



**Sub-Clause 21.10****Dissatisfaction with DAAB's decision on SEA/SH Referrals**

If either Party is dissatisfied with the DAAB's decision issued under Sub-Clause 21.9 [SEA/SH Referrals], such Party may give a NOD to the other Party in accordance with Sub-Clause 21.4.4 [Dissatisfaction with DAAB's decision]. Sub-Clause 21.5 [Amicable Settlement] shall not apply.

If the DAAB's decision has not become final and binding pursuant to Sub-Clause 21.4.4, the matter shall be finally settled by arbitration in accordance with Sub-Clause 21.6 [Arbitration].

Where arbitration is conducted pursuant to the ICC Arbitration Rules, the parties agree that the time limit set in Article 1.6 of Appendix V to the ICC Arbitration Rules shall be 10 days from the notification of the Emergency Arbitrator Order unless the President of the ICC International Court of Arbitration determines that a longer period is necessary.

**Sub-Clause 21.11****Bank's disqualification of the Contractor and its Subcontractor/s**

The Employer shall immediately notify the Bank of the DAAB's decision on SEA/SH Referral, any notification received on the commencement of Emergency Arbitration, and the Emergency Arbitrator Order if any.

If the DAAB determines that the Contractor has failed to correct identified non-compliance with SEA/SH Prevention and Response Obligation or it was non-compliant with such obligations at the time of an alleged incident, the Bank may disqualify the Contractor, as well as any Subcontractor/s determined to be non-compliant, from being awarded a Bank-financed contract unless the ICC Emergency Arbitrator grants an order in favor of the Contractor. The disqualification period shall be for two years unless the Contractor receives an arbitration award in its favor within the two year period. The Contractor's disqualification under this Sub-Clause is without prejudice to the Parties' rights and obligations under the Contract.

**Appendix- General Conditions of DAAB Agreement****2. Definitions**

Sub-Clause 1.4 "DAAB Activities." At the end, the following is added: "This also includes handling of SEA/SH Referrals in accordance with Sub-Clause 21.9 of the Conditions of Contract."

In Sub-Clause 1.8 a(i): "authorised representative of the contractor or of the Employer" is replaced with: "Contractor's Representative or authorised representative of the Employer."



- 3. General Provisions** Sub-Clause 2.2 is deleted in its entirety.
- 4. Warranties** Sub-Clause 3.3 is deleted and replaced with the following:  
 “When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:
- (a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;
  - (b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;
  - (c) has received formal training as an adjudicator from an internationally recognized organization;
  - (d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
  - (e) has experience in the interpretation of construction and/or engineering contract documents;
  - (f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and
  - (g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”
- 7. Confidentiality** In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added:  
 “or (d) is being provided to the Bank.”
- 9. Fees and Expenses** In Sub-Clause 9.1 (c): “business class or equivalent” is replaced with: “in less than first class.”
- In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences, respectively.

#### Annex- DAAB Procedural Rules

- Rule 3.3 In 3.3 (b), “140 days” is replaced with: “90 days”.
- Rule 3.7 The following is added after the sentence: “The agenda shall include review of the (i) Contractor’s compliance with the SEA/SH Prevention and Response



Obligations; and (ii) Engineer's failure to discharge its duties under the Contract in this regard, including as specified in Sub-Clause 6.27 of the Contract Conditions."

Rule 3.10: The following is added at the end of the paragraph: "The report shall identify any issue which raises SEA and/or SH concerns, including details of any potential noncompliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations."

The DAAB shall also provide a report to the Employer on any potential failure of the Engineer to discharge its duties in regard to the SEA/SH Prevention and Response Obligations, including on identifying the Contractor's failure to comply with the obligations, and the Notice to Correct and notification duties in accordance with Sub-Clause 6.27 of the Contract Conditions."



## Particular Conditions

### Part C- Fraud and Corruption

*(Text in this Particular Conditions - Part C shall not be modified)*

#### 1. Purpose

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

#### 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators



in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner<sup>1</sup>; (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

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

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



- 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<sup>3</sup> 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.

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



## Particular Conditions

### Part D- Environmental and Social (ES) Management

#### Metrics for Progress Reports

*[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.]*

*Metrics for regular reporting:*

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
  - (i) *work permits: number required, number received, actions taken for those not received;*
  - (ii) *status of permits and consents:*
    - (i) *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.);*
    - (ii) *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
    - (iii) *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);*
    - (iv) *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:*
- (a) number of new workers, number receiving induction training, dates of induction training;
  - (b) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
  - (c) 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.
  - (d) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
- (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and



- (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), date resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
- Worker grievances;
  - Community grievances
- l. *Traffic, road safety and vehicles/equipment:*
- (1) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - (2) 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;
  - (3) 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):*
- A. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
- B. 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;
- C. 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;
- D. 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);
- E. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- F. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;



- G. details of tree plantings and other mitigations required undertaken in the reporting period;
- H. details of water and swamp protection mitigations required undertaken in the reporting period.

*n. compliance:*

- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.



## Particular Conditions

### Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, which was not named in the Contract]

Subcontractor's Name: [insert full name]

Date: [insert day, month, year]

Contract reference [insert contract reference]

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

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (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.</p> <p><input type="checkbox"/> (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.</p> <p><input type="checkbox"/> (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.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>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)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p>



_____
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 Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]*

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

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

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

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.



**1. The successful Bidder**

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

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

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

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

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



#### 4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details, and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

#### 5. How to make a complaint

**DEADLINE:** The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details, and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must



be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information, see the "Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III)." You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

#### 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title/position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### Beneficial Ownership Disclosure Form



**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: [insert number of RFB process]  
Request for Bid No.: [insert identification]

To: [insert complete name of Employer]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

**OR**

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares



- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

*(ii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

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

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

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

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

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

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

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency,

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security *[Delete ES Performance Security if it is not required under the contract]* within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, *[Delete reference to the ES Performance Security Form if it is not required under the contract]* and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**



## Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Employer"), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the addenda Nos. \_\_\_\_\_ (if any);
  - (d) the Particular Conditions;
  - (e) the General Conditions;
  - (f) the Specification;
  - (g) the Drawings; and
  - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
    - i. the ES Management Strategies and Implementation Plans;
    - ii. Code of Conduct for Contractor's Personnel (ES); and
    - iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract



Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by \_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_ (for the Contractor)



## Performance Security- Option 1: Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_)<sup>1</sup>, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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.

<sup>1</sup> 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.

<sup>2</sup> 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 may be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



*[signature(s)]*

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



## Performance Security- Option 2: Performance Bond

### Not Applicable

By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_ as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ as Oblige (hereinafter called "the Employer") in the amount of \_\_\_\_\_, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.



Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_



## Environmental and Social (ES) Performance Security

### ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *[Insert date of issue]*

**ES PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ( \_\_\_\_\_ ),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its 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...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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.

<sup>1</sup> 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.

<sup>2</sup> 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."





## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

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

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (\_\_\_\_\_) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) 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 \_\_\_\_\_.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.



The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_ day of \_\_\_, 2\_\_\_<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

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

<sup>2</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



## Retention Money Security

### Demand Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_ [Insert guarantee reference number]

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

We have been informed that \_\_\_\_\_ [Insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of \_\_\_\_\_ [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_ [amount in words]) 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

<sup>1</sup> 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(s) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.



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...<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*.

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

<sup>2</sup> *Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



OT-15

## Appendix – 1

Bill of Quantity  
(with specifications of special items)

**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**  
**Package No: WP(RHD)-03**

**Division-01 : General & Site Facilities**

Sl No	Item Code No	Description	Unit	Total Quantity	Unit Rate (BDT)		Amount in BDT
					(In Figures)	(In Words)	
1	SP-13	Traffic Management, Work Zone Safety & Road Maintenance (Construction Phase) (Detail attached)	Km/Month	1282			
2	SP-14	Rent of Engineer's Office Building (2 Office)	Month	24			
3	SP-15	Rent of Engineer's Residential Accommodation (3 accommodation)	Month	24			
4	1/3/01	Provide and remove site Laboratory & Equipment (R401)	LS	1			
		Provide and remove site Laboratory & Equipment (R483)	LS	1			
		Provide and remove site Laboratory & Equipment (R485)	LS	1			
5	SP-16	Maintain and Service Engineer's Semi-Permanent Field Laboratory (3 Labs)	Month	24			
6	PS-1	Additional Special Test	Provisional Sum				
8	SP-17	Rent of 4WD Jeep (3 Nos)	Vehicle-Month	24			
9	SP-18	Rent of 4WD Pickup with covered canopy (3 Nos)	Vehicle-Month	24			
12	PS-2	Relocation of Services, Social and Religious structures, etc.	Provisional Sum				
13	01/02/05	Provision and Maintenance of Survey Equipment (R501)	Month	24			
		Provision and Maintenance of Survey Equipment (R480)	Month	24			
		Provision and Maintenance of Survey Equipment (R465)	Month	24			
14	01/02/07	Progress Photographs	Month	24			
15	SP-19	Pre- Construction Shop Drawing and Post Construction As-Built Drawings	Number of Sites	38			
16	SP-20	Monthly Meeting Arrangement for Monitoring, Quality Assurance, and Report Submission	Month	24			
17	01/02/04	Provision, Maintenance and Removal of Sign Boards (R501)	LS	1			
		Provision, Maintenance and Removal of Sign Boards (R480)	LS	1			
		Provision, Maintenance and Removal of Sign Boards (R465)	LS	1			
18	SP-21	Removal of Existing Road Sign Post	LS	1			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BOT)		Amount (BOT)
					(In Figures)	(In Words)	
<b>Division-02: Earth work</b>							
1.	020101	Clearing and Grubbing	274929.10	Sqm			
2.	020201	Roadway Excavation in Unsuitable Soil (With removal from site)	543.60	Cum			
3.	020202	Roadway Excavation in Suitable Soil	73846.87	Cum			
4.	020203	Roadway Excavation in Existing Pavement (not reinforced concrete)	1672.36	Cum			
5.	020501	Excavation and Backfill for Structure	12812.01	Cum			
6.	020503	Sand Backfill for Structures	66.10	Cum			
7.	020602	Embankment fill from pit in the contractor's arranged land	433418.16	Cum			
8.	020702	Preparation of Subgrade 450 mm depth	64921.06	Sqm			
9.	020801	Improved Subgrade	24836.98	Cum			

**Division-03: Pavement work**

1.	030201(a)	Sub-Base	20995.00	Cum			
2.	030301(a)	Aggregate Base Type I (Plant Method) (Bitumen Grade 60/70)	18561.55	Cum			
3.	030501(a)	Bituminous Prime Coat (Plant Placed)	89013.05	Sqm			
4.	030701(a)	Bituminous Tack Coat (Plant Work)	325678.48	Sqm			
5.	031001(a)	Dense Bituminous Surfacing-Base Course (Plant Method) (Bitumen Grade 60/70)	5855.35	Cum			
6.	031002(b)	Dense Bituminous Surfacing-Wearing Course (Plant Method) (Bitumen Grade 60/70)	14131.33	Cum			
7.	031301(a)	125mm Thick Deck on End Edging (1st class)	45190.00	Ltr/Meter			
8.	031301(b)	125mm thick Deck on end edging (machine made)	600.00	Ltr/Meter			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**  
**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BDT)		Amount (BDT)
					(In Figures)	(In Words)	
<b>Division-05 : Structures</b>							
1.	05/01/01	Single Layer Brick Flat Soling	47911.06	Sqm			
2.	05/01/02(a)	Concrete Class as Detailed on Drawings (Class 10) (Concrete Mixer)	3752.99	Cum			
3.	05/01/02(b)	Concrete Class-20 (Foundation) (Concrete Mixer)	530.01	Cum			
4.	05/01/02(c)	Concrete class-20 (Vertical member col. pier, abutment/wing wall/curb etc.) (Concrete Mixer)	3096.66	Cum			
5.	05/01/02(d)	Concrete class-20 (Girder, crossgirder, diaphragm, beam etc) (Concrete Mixer)	14.25	Cum			
6.	05/01/02(e)	Concrete class-20 (Deck outside walk, wheel guard, curb etc) (Concrete Mixer)	207.05	Cum			
7.	05/01/02(g)	Concrete Class-20 (Foundation) (Concrete Mixer)	638.09	Cum			
8.	05/01/02(h)	Concrete class-25 (Vertical member col. pier, abutment/wing wall/curb etc.) (Concrete Mixer)	916.75	Cum			
9.	05/02/02	High Yield Reinforcement Bars	450.65	Tonne			
10.	05/05/01	New and Extended Brickwork	4115.89	Cum			
11.	06/05/02	Brick Drainage Layer	526.75	Cum			
12.	05/06/01	Preparation and Painting of Existing Structures	1918.58	Sqm			
13.	Sp Item 4a-01	MS Rod Grating (Net)	260.00	Sqm			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BDT)		Amount (BDT)
					(In Figures)	(In Words)	

Division-08 : Incidentel

1.	06/01/02	Concrete Slope Protection	4250.00	Sqm			
2.	06/05/01	Road Marking-Thermoplastic Material (5mm Avg. Thickness)	43955.02	Sqm			
3.	06/05/03	Reflecting Road Studs	42297.00	Number			
4.	06/06/01	Topsoil	541.53	Cum			
5.	06/07/02	Grass Turfing	2299.28	Sqm			
6.	06/08/01	Guard Rail	22440.00	Ltr/Meter			
7.	06/10/01	Traffic Signs	1828.00	Number			
8.	06/10/02	Sign post	1828.00	Number			
9.	06/11/01	Rumble strips (Bituminous Concrete Volume)	25.43	Cum			
10.	06/12/01	Geotextile Filter Fabric, (as detailed on the Drawing)	4250.00	Sqm			
11.	06/15/01	Concrete Guide post (1.5 m long, 200mm dia)	1260.00	No.			
12.	06/16/01	Concrete Kilometer Post (As per Drawing)	64.00	No.			
13.	PWD SoR 2022 Item no. 03.7 Page no. 77	Supplying and laying of single layer polydiox steel weighing one kilogram per 8.5 square meter in floor or any where below concrete concrete complete in all respect and accepted by the Engineer.	41108.91	Sqm			
14.	PWD SoR 2022, Item no. 04.3, Page no. 78.	Brick works with first class bricks with cement sand (F.M. 1:2) mortar (1:4) in exterior walls including filling the interstices with mortar, raising out joints, cleaning and coking the bricks at least for 24 hours before use and washing of sand, necessary scaffolding, curing at least for 7 days etc. all complete including cost of water, electricity and other charges (measurement to given as 230 mm width for one brick length and 375 mm for one brick and a half brick length) accepted by the Engineer-in-charge. (Cement: CEM-I/B-M) in ground floor.	77.00	Cum			
15.	PWD SoR 2022, Item no. 04.16, Page no. 81.	125 mm brick walls with first class bricks with cement sand (F.M. 1:2) mortar (1:4) and making bond with connected walls including necessary scaffolding, raising out joints, cleaning and soaking the bricks for at least 24 hours before use and washing of sand; curing at least for 7 days in all floors including cost of water, electricity and other charges etc. all complete and accepted by the Engineer-in-charge. (Cement: CEM-I/B-M) in ground floor.	368.00	Sqm			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BOT)		Amount (BOT)
					(In Figures)	(In Words)	
16	PWD SoR 2022, Item no. 06.4.1, Page no. 91.	Supplying, fitting and fixing foreign made polished porcelain/ mirror polished homogeneous floor tiles complying BDS ISO 13006, 2015, water absorption $\leq$ 0.5%, modulus of rupture (MOR) $>$ 35 N/mm <sup>2</sup> , irrespective of color &/or design, with 20 mm thick cement sand (F.M. 1:2) mortar (1:4) base and raking out the joints with white cement including cutting and laying the tiles in proper way and finishing with care etc. all complete and accepted by the Engineer-in-charge. (Cement: CEM-42.5-M) In ground floor Polish porcelain/ mirror polished 600 mm x 600 mm floor tiles	250.00	Sqm			
17	PWD SoR 2022, Item no. 06.5.2, Page no. 92.	Supplying, fitting and fixing country made glazed wall tiles complying BDS ISO 13006, 2015, irrespective of color &/or design, with 20 mm thick cement sand (F.M. 1:2) mortar (1:3) base and raking out the joints with white cement including cutting, laying and finishing with care etc. including cost of water, electricity and other charges complete in all respect and accepted by the Engineer-in-charge. (Cement: CEM-42.5-M) In ground floor Wall tiles more than 250 mm x 330 mm & less than or equal to 250 mm x 400 mm in sizes	334.70	Sqm			
18	PWD SoR 2022, Item no. 06.16.1, Page no. 95	Supplying, fitting and fixing machine made clay roof tiles with ridge tiles on RCC inclined slab, irrespective of color &/or design, water absorption capacity $\leq$ 6% with 20 mm thick cement sand (F.M. 1:2) mortar (1:3) base and making the joints carefully in true straight line including cutting, laying and finishing with care etc. including water, electricity and other charges complete in all respect and accepted by the Engineer-in-charge. (Cement: CEM-42.5-M) In ground floor Roof tiles of size 100 mm x 230 mm or equivalent (Red colour)	38.56	Sqm			
19	PWD SoR 2022, Item no. 10.04, Page no. 129	Supply, fabrication and installation of hot-rolled sections (W, H, L, angle etc.) for columns, beams, rafters, bracings etc. (up to level-4) conforming to ASTM A36, with a minimum yield strength of 250 MPa, including the cost of cutting of plates, application of red/gray-oxide primer etc. all complete as per drawing, specification and direction of Engineer-in-charge.	35164.05	kg			
20	PWD SoR 2022, Item no. 10.23, Page no. 132	Supply and installation of 2.0 mm thick fire glass sheet (transparent sheet) for roof, wall etc. on M.S. curbs, angle etc. with J hook or screws with washer and nut, all complete as per drawing, specification and direction of Engineer-in-charge (up to level-4).	122.00	Sqm			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BOT)		Amount (BOT)
					(In Figures)	(In Words)	
21.	PWD SoR 2022, Item no. 14.15.2, Page no. 160.	Supplying, fitting, fixing of aluminium sliding fly proof Netting shutters as per the U.S. Architectural Aluminium Manufacturers Association (AAMA) standard specification and BDS 1879:2014 having 2.0 mm thick outer frame (size 38mm x 38mm), minimum 1.2 mm thick mosquito net shutter frame mesh section (42.2 mm x13.2mm) All aluminium members will be anodized to aluminium bronze/silver/black colour with a coat not less than 15 microns in thickness or powder coated to any colour with a coat not less than 25 microns in thickness and density of 4 mg per square cm etc. including all accessories like wheel, essant, rubber, bolts and nuts keeping provision for fitting fiber mesh including labour charge for fitting of accessories, making grooves and repairing good damages, carriage and electricity, all complete in all respect as per drawing and accepted by the Engineer-in-charge. Powder coated to any colour.	145.13	Sqm			
22.	PWD SoR 2022 Item no.15.1 Page no.165	Minimum 12 mm thick cement sand (F.M. 1:2) plaster with neat cement finishing to dado with cement (1:4) up to 150 mm including washing of sand, finishing the edges and corners and curing at least for 7 days, cost of water, electricity, scaffolding and other charges etc. all complete in all respect as per drawing and accepted by the Engineer-in charge. (Cement: CEM-42.5-N) Ground floor.	11825.88	Sqm			
23.	PWD SoR 2022 Item No. 15.8, page165	Rule pointing to brick wall with cement sand (F.M. 1:2) mortar (1:2) with fresh cement and raking out the joints, curing at least for 7 days, cost of water, electricity, scaffolding and other charges etc. all complete in all respect as per drawing and accepted by the Engineer-in-charge. (Cement: CEM-42.5-N) Ground floor.	300.00	Sqm			
24.	PWD SoR 2022, Item No. 16.1.1, Page no.170	Standard synthetic enamel paint of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container, having high water resistance, high bondability, flexibility property. Using specified brand thinner applying to metallic or wooden surface by brush/roller/spray in 2 coats over single coat anti-corrosive coating including cleaning, drying, making free from dirt, grease, wax, removing of chalked and scaled materials, all complete in all respect and accepted by the Engineer-in-charge	296.88	Sqm			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**SOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BOT)		Amount (BOT)
					(In Figures)	(In Words)	
25.	PWD SoR 2022, Item no. 11.1.3.1, Page no. 192	Supplying, fitting and fixing of best quality PVC board false ceiling (Drop Plan) of size 600 mm x 600 mm of approved design, minimum PVC content of 15%, framing by aluminium powder coated aluminium T-bar of any colour and of natural anodized finish suspended in 600 mm x 600 mm grid from ceiling by 12 SWG double ply wire, fixed to the ceiling by rawel plug, screws, hooks, nails etc., maintaining straight lines and desired finished level at bottom face including vertical wooden strut as required, making holes in slabs or beams by electric drill machine and mending good the damages, if any during execution of the work, including the provisions of lighting arrangement, also including cost of all materials, electricity, accessories, scaffolding, labour for installation, screws, nails, etc. all complete as per drawing, design and accepted by the Engineer-in-charge. Measurement will be taken as per finished surface area. <b>6 mm thick PVC board false ceiling.</b>	124.50	Sqm			
26.	PWD SoR 2022 (Item no. 20-8.1, Page no. 201)	Supplying, fitting and fixing stainless steel (SS) stair railing of standard height with 2 mm thick 32 mm dia SS pipe for hand-rail, 7 mm thick 40 mm dia 5 nos vertical SS pipes in each flight, 1.5 mm thick 20 mm dia 5 nos horizontal SS pipes as per drawing, design including carrying, polishing, fabricating, welding and fixing with thread by 25 mm long royal bolt etc. all complete and accepted by the Engineer-in-charge.	15.00	Sqm			
27.	PWD SoR 2022 Item no-21.2 Page no.208	Supplying, fitting and fixing MS grill fencing of any design and shape made with 10 mm x 10 mm x 3 mm box (box made with 2 nos. 10 mm x 10 mm x 3 mm angle by continuous welding) placed vertically @ 150 mm c/c and welding the said vertical boxes with two nos. horizontal 25 x 25 x 6 mm angle box (made with 2 Nos. 25 x 25 x 6 mm angle by welding), placing one at bottom and another at top and again fitting & fixing by welding the said horizontal tube box with 38 mm x 38 mm x 6 mm angle box vertical post made with 2 nos. 38 mm x 38 mm x 6 mm angle by welding) provided @ 1800 mm c/c including embedding the tube box post in brick R.C.C. pillar or concrete wall up to 375 mm depth after cutting grooves in wall/pillar including mending good the damages with C.C. (1:2:4) and finishing, curing, 2 coats of approved synthetic enamel paint over a coat of anticorrosive paint etc. all complete as per design, drawing and accepted by the Engineer-in-charge. (Rate is excluding the cost of painting)	14504.10	Sqm			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BOT)		Amount (BOT)
					(In Figures)	(In Words)	
2E	PWD SoR 2022 Item no-25.4 Page no-230	Supply of best and approved quality silvur loamy silt soil including loading, unloading at both ends, properly stacking at site including supply of tools and plants etc. all complete and accepted by the Engineer-in-charge.	326.00	Cum			
2E	PWD SoR 2022 Item no-25.5 Page no-230	Supply well decomposed cow dung carried by trucks or any other means including loading, unloading at both ends, stacking the same at site including supply of tools and plants etc. all complete and accepted by the Engineer-in-charge.	66.00	Cum			
3E	PWD SoR 2022 Item no-1203 Page no-40	50 mm dia uPVC pipe: 20 foot (6m) long	2361.60	per foot			
31	PWD SoR 2022 Item no-1211 Page no-41	150mm dia uPVC Pipe: 20 foot (6m) long	17541.76	per foot			
32	PWD SoR 2022 for BIM, Item no. 1.1.1.1, Page no. 1.	POINT WIRING CHANNEL, POINT WIRING (BYDAY WITHOUT SWITCH) Surface channel wiring for the following point looping at the switch board with earth terminal with 10-2x1.5 sqmm PVC insulated and sheathed stranded cable (BYM) and C-1x1.5 sqmm PVC insulated ECC(BYA) (Green / Yellow bi-colour) including cable wiring (From SGB to Switch Board) with 10-2x2.5 sqmm PVC insulated and sheathed stranded cable (BYM) & 10-2x2.5 sqmm PVC insulated ECC(BYA) Green / Yellow bi-colour through minimum 1 mm thick PVC channel complete with 18 SWG GP sheet / PVC switch board (preferably concealed) with 3mm thick electric sheet cover, circular box, without switch, fixing materials, other accessories etc. as required and mending the damages good. All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standard along with relevant BDS standard as per detailed specification mentioned in Light / exhaust or wall bracket fan point.	26.00	Point			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BDT)		Amount (BDT)
					(in Figures)	(in Words)	
33	PWD SoR 2022 for EM, Item no. 1.10.1.2, Page no. 10	SURFACE WIRING (BYM) (THROUGH PVC CONDUIT): Surface conduit wiring with the following PVC insulated and sheathed cable (BYM) & Green/Yellow bi-colour PVC insulated E.CC wire (BYA) through PVC conduit of reputed manufacturer complete with 18 SNG GP sheet pull box with 3 mm thick chrome sheet cover, fixing materials, other accessories etc. as required including mending the damages good. All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant INCS standard as per detailed specification mentioned in Annexure-1. The work shall be carried out as per direction & approval of the Engineer in Charge. Cables manufactured by Govt. of Bangladesh owned / shared company Ltd. (Eastern cables) approved by the Engineer in Charge IC-2x2.5 sqmm (BYM) cable with 2.5 sqmm (BYA)ECC wire through PVC pipe of minimum inner dia 25 mm having wall thickness of 1.5 mm	300.00	meter			
34	PWD SoR 2022 for EM, Item no. 1.14.1.2, Page no. 16	SURFACE WIRING (NYY) (THROUGH PVC CONDUIT): Surface conduit wiring with the following PVC insulated and sheathed stranded cable (NYY) / XLPE insulated and PVC sheathed stranded cable (XYV) & PVC insulated Green / Yellow bi-colour E.CC wire (BYA) through PVC conduit of reputed manufacturer complete with fixing materials, other accessories etc. as required including mending the damages good. All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BCS standard as per detailed specification mentioned in Annexure-1. The work shall be carried out as per direction & approval of the Engineer in Charge. Cables manufactured by Govt. of Bangladesh owned / shared company Ltd. (Eastern cables) approved by the Engineer in Charge. IC-4x4sqmm (NYY) with 4 sqmm (BYA) E.CC wire through PVC pipe of minimum inner dia 20 mm having wall thickness of 1.9 mm	300.00	Meter			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BDT)		Amount (BDT)
					(In Figures)	(In Words)	
25.	PWD SoR 2022 for E.M. Item no. 4.1.2, Page no. 155	SUB DISTRIBUTION BOARD (SDB) Providing & fixing 250V, 50 Hz grade following concealed type sub-distribution board made of 18 SWG MS sheet complete with hinged type door, bolt-in type locking arrangement, one no. 60 A capacity bus-bar with required no. of holes thereon on insulators at both ends, copper blocks for neutral and earth terminal, SPMCBs Manufactured / Assembled and tested in accordance with IEC/VGE/NEMA/BS/AS along with relevant BDS/EC standard having minimum breaking capacity 5/10-KA with thermal over-current and instantaneous electromagnetic short circuit release, necessary arrangement for fixing of MCBs duly painted with powder coating with epoxy polyester finish on all surfaces of board (gray / off-white) etc. In front side there will be tempered thick fiber glass of minimum 5 mm thickness with rubber gaskets etc. with SPMCBs accepted / approved by the Engineer-in-charge. 4-Way SDB (with box size minimum 220mmx 2mmx148mm) incoming : 1 x 30 amps (6 KA) & out-going :4 x 5 / 10 / 15 amps SPMCB (6 KA)	10.00	Each			
36.	PWD SoR 2022 for E.M. Item no. 4.5.1.1, Page no. 151	TPMCR Providing & fixing on a prepared board 500 volt grade following Tripole miniature circuit Breaker (TPMCR) having minimum breaking capacity 6-KA/ 10 KA with thermal over-current and instantaneous electromagnetic short circuit release provision as per BDS IEC and IEC / VGE / NEMA / BS / IIS standard. TPMCRs accepted / approved by the Engineer-in-charge. 5-60 Amps.	10.00	Each			
37.	PWD SoR 2022 for E.M. Item no. 5.5.1.4, Page no. 249	CEILING MOUNTED SAUCER & SPOT LIGHT FITTINGS (EXCEPT LAMP) Fancy Saucer Light Providing & fixing of the fancy saucer light fitting(except lamp) with brass holder, earth terminal, necessary wiring with 2 x 0.4 sq.mm stranded PVC insulated flexible FR cable. The fittings shall be suitable for use of LED lamp and complete sample to be accepted/approved by the Engineer-in-charge (with 2 years warranty). Light source-2W LED Bulb Material: SS/MS Sheet, Brass alloy, Glass. Size: D-260mm H-135mm Olivis Cat No-GOLF-840 Energy-EPGL-9019 Cosmo cat no-NDYGL-SL-03 Asha Cat No: ACS-P-3406 Duscent-CPC-35-CIG-30 or equivalent.	20.00	Each			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BOT)		Amount (BOT)
					(In Figures)	(In Words)	
38	Ser:UGED-2023-3.09.15.07 (Dhaka & Mymensingh Division)	Uni-Block Paver: Supplying and laying factory made cement concrete interlocking high strength as specified paver-universal uni-block made by block making machine with mechanically compressed with high load bearing capacity, enriched weather resistance, the low water absorption capacity of standard thick and approved design/shape, size as required long lasting colour, texture and pattern conforming BS-6717 or as specified approved by the E-I-C, laid over the prepared sand bedding layer maintaining grade, camber and super-elevation, including cleaning etc. all complete in all respect as per drawing, specification, direction and accepted by the Engineer-in-charge. Cost included all materials, their cartages, hire charges of machineries, equipment for construction and quality control as per specification, wages of labour and operational staff etc. 60mm Thick (Size: 222mmx110mm), Colour: Red/Black/any other Suitable Colour. Minimum Compressive Strength: 25MPa	18948.60	Sqm			
39	Ser:UGED-2023-3.09.15.18 (Dhaka & Mymensingh Division)	Supplying and laying factory made cement concrete interlocking high strength as specified paver-universal uni-block made by block making machine with mechanically compressed with high load bearing capacity, enriched weather resistance, the low water absorption capacity of standard thick and approved design/shape, size as required long lasting colour, texture and pattern conforming BS-6717 or as specified approved by the E-I-C, laid over the prepared sand bedding layer maintaining grade, camber and super-elevation, including cleaning etc. all complete in all respect as per drawing, specification, direction and accepted by the Engineer-in-charge. Cost included all materials, their cartages, hire charges of machineries, equipment for construction and quality control as per specification, wages of labour and operational staff etc. 100mm Thick (Size: 222mmx110mm), Colour: Red/Black/any other Suitable Colour. Minimum Compressive Strength: 40MPa	1428.00	Sqm			
40	DBCC 2023, Item Code: 125(a)	Supply, fabrication, erection & fitting, fixing of (foreign made) Steel Col., Main Beam, Strut Member, Baseplate, Stiffener, Splice Plate, Joint Plate, Steel Col. Of Slab, Slab Beam (Channel) cutting in slab, welding and placing in proper place for construction of steel foot over bridge etc. all complete as per design, drawing and direction of the E.I.C. the contractor should have all necessary equipments and toolkits for launching, assembling and erecting of steel foot over bridge. the equipments and toolkits shall contain cranes, jacks, rollers, launching, trestle, temporary continuity steel struts, welding, gridding/ milling etc. stanches, sockets, socket extensions, spanners drifts and podger bars etc.	3.83	Tonne			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BDT)		Amount (BDT)
					(In Figures)	(In Words)	
41.	BWDB Schedule 2022, It no. 15-120-80, P-41	Earth work by manual labour in constructing/ resectioning of embankment canal bank/ road etc compacted to 85%BDP maximum dry density at optimum moisture content, with reference to laboratory density test AASHTO modified hammer, with clayey soil (min 30% clay, 0-40% silt, 0-30% sand) within the initial lead of 30m and all lifts including throwing the spoils to profiles in layers not exceeding 230mm in thickness with clod breaking to a maximum size of 100mm, benching the side slopes, removing roots and stumps of trees of girth upto 200mm from the ground, stripping/ ploughing the base of embankment and borrow pit area, dug bailing, bail out of water, rough dressing including 150mm cambering at the centre of road etc. complete including maintenance of the bank for 6 months after completion, (compaction will be done by the contractor with approved equipment, including all ancillary charges for compaction and testing) as per direction of Engineer in charge. Construction of embankment: 0 to 6m height 95% compaction, compaction.	1160.00	Cum			
42.	BWDB Schedule 2022, It no. 15-230-20, P-44	Earth work by Mechanical Excavator (Long Boom) in constructing/resectioning of embankment/canal bank/road etc. with clayey soil (minimum 30% clay, 0-40% silt and 0-30% sand) within the initial lead of 30m, and all lifts including throwing the spoils to profiles in layers not exceeding 50mm in thickness, clod breaking upto a maximum size of 100mm, benching the side slopes, stripping/ ploughing the base of embankment and borrow pit area, dug bailing, cutting trees upto 200mm girth, with uprooting stumps, clearing jungle, rough dressing and 150mm cambering at the centre of the crest etc. complete as per specifications and direction of Engineer in charge. Embankment mechanical excavator, ht. 4 m above	1450.00	Cum			
43.	BWDB Schedule 2022, It no. 45-920, P-36	Earth work in cutting and filling of eroded bank of river, channel etc. to design cross, including leveling, dressing and compacting the earth in 150mm layers and preparation of the base for bank protection work and use the excess material for filling the ditches on the bank within 50 m or specified in the drawing, if no ditches to be filled then excess material shall be disposed of at least 100 m from the bank line or C/S etc. complete as per direction of Engineer in charge.	1450.00	Cum			
44.	BWDB Schedule 2022, It no. 45-520-20, P-37	Supplying and laying dry 1st class or pick thama chips as filler in two layers (top and bottom) as per specific size, range and gradation, including spreading chips, grading, preparation of surface, compacting each layer etc. complete with supply of all materials and as per direction of Engineer in charge. Well graded between 40mm to 20mm size.	80.00	Cum			
45.	BWDB Schedule 2022, It no. 45-550-20, P-38	Supplying and laying sand as filter layers as per specific size range and gradation including preparation of surface, compacting in layer etc. complete with supply of all materials and as per direction of Engineer in charge. (FM - 1.5 to 2.0)	80.00	Cum			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**BOQ for All**

Sl. No	Item Code No	Description	Quantity	Unit	Unit Rate (BDT)		Amount (BDT)
					(In Figures)	(In Words)	
46.	BWCB Schedule 2022, S no. 40-340-20, P-69	Filling and nailing of geo-textile bags of different sizes and capacity at project work sites, protecting the geotextile bags from UV ray or any other damage. Filling with sand (dry and minimum 90% sand must be retained on sieve no. 100) sealing along one transverse (top) side after filling, stacking in measurable/countable stacks, marking with synthetic enamel paint during counting, dumping from properly positioned and anchored flat top engine boat over an area as per drawing, including loading, unloading, sequential piling of geo-bags on the dumping edge of boat, carrying geobags from stake-yard to dumping place by head load and power driven flat top country boat. Cost of all materials & equipments and its mobilization, labour, incidental charges etc. complete as per technical specification, approved design and direction of Engineer in charge. (The volume and weight will be measured after filling with dry sand) Geo-bag: liner: 1025mmx1500mm, jute size: 1125mmx200mm, fill Vol: 0.1154cum; wt: 175kg	300.00	Cum			
47.	BWCB Schedule 2022, S no. 40-180-40, P-58	Manufacturing and supplying C.C. blocks in leastest mix: 1:2:5 with cement, sand (FM=1.5) and shingles (40mm down graded) to attain a 28 days cylinder strength of 10.5 N/mm <sup>2</sup> including grading, washing shingles, mixing, laying in forms, consolidation, curing for at least 21 days, preparation of one layer of brick flat soiling platform finishing with sand cement mortar, shuttering (steel shutter to be used) and stacking in measurable stacks, cost of all materials and charges, etc. complete as per technical specification, approved design and direction of Engineer in charge. Block Size: 400mmx400mmx200mm	3000.00	Cum			
48.	BWCB Schedule 2022, S no. 40-180-30, P-50	Manufacturing and supplying C.C. blocks in leastest mix: 1:2:5 with cement, sand (FM=1.5) and Stone Chips (40mm down graded) to attain a 28 days cylinder strength of 12 N/mm <sup>2</sup> including grading, washing stone chips, mixing, laying in forms, consolidation, curing for at least 21 days, preparation of one layer of brick flat soiling platform finishing with sand cement mortar, shuttering (steel shutter to be used) and stacking in measurable stacks, cost of all materials and charges, etc. complete as per technical specification, approved design and direction of Engineer in charge. Block Size: 300mmx300mmx100mm	9722.22	Cum			
49.	BWCB Schedule 2022, S no. 40-180-35, P-55	Manufacturing and supplying C.C. blocks in leastest mix: 1:2:5 with cement, sand (FM=1.5) and shingles (40mm down graded) to attain a 28 days cylinder strength of 10.5 N/mm <sup>2</sup> including grading, washing shingles, mixing, laying in forms, consolidation, curing for at least 21 days, preparation of one layer of brick flat soiling platform finishing with sand cement mortar, shuttering (steel shutter to be used) and stacking in measurable stacks, cost of all materials and charges, etc. complete as per technical specification, approved design and direction of Engineer in charge. Block Size: 400mmx400mmx100mm	4191.56	Cum			



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**  
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**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BDT)		Amount (BDT)
					(In Figures)	(In Words)	
50.	BWDB Schedule 2022, It no. 40-360-20, P-71	Dumping with Bags & Total labour (Supplying, filling and dumping of geo-textile bags of different sizes and capacity at project/work site, making with mandard geo-textile fabric (7% Polypropylene Fabric with 3% additives, mass= 600g/m <sup>2</sup> and weight : 550 Kg/m <sup>2</sup> to 946 Kg/m <sup>2</sup> , EC <sub>50</sub> =0.075 mm, Test of service life according to ISO 13438:2018, Test of exposure time according to EN 12224 :2000) and sewing in accordance with the drawing, technical Specifications of BWDB and check-up of Rates of BWDB, protecting the geotextile bags from UV ray or any other damages, filling with sand (dry and minimum 80% sand must be retained on sieve no 100), sewing along one transverse top) side after filling, marking in measurable/countable stakes, marking with synthetic coated paper during counting, dumping from properly positioned and anchored flat top barges/pontoon over an area as per drawing, maintaining & recording the position of dumping barges/pontoon using total station including loading/unloading, sequential piling of scourge on the dumping edge of barges/pontoon, cost of all materials & equipments and its mobilization, labour, incidental charges etc. complete as per technical specification, approved design and direction of Engineer in charge, (fill volume and weight will be measured after filling with dry sand) Geo-bag size: 1075mmx650mm, weight: size E125mmx900mm, geo-fabric (P)=1.0mm, Fill Vol: 2.1164cum, wt: 175kg.	3181.82	Cum			
51.	BWDB Schedule 2022, It no. 40-120-20, P-55	Labour charge for protective work in laying sand cement blocks of different sizes including preparation of base, watering of base etc. Complete as per direction of the Engineer in charge 210m x 500 m.	160.00	Cum			
52.	BWDB Schedule 2022, It no. 40-270-10, P-60	Labour charge for protective work in laying CC blocks of different sizes including preparation of base, watering and ramming of base etc. complete as per direction of Engineer in charge within 200 m.	525.00	Cum			

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**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**  
**Package No: WP(RHD)-03**

**BOQ for All**

Sl No	Item Code No	Description	Quantity	Unit	Unit Rate (BDT)		Amount (BDT)
					(in Figures)	(in Words)	

**Special Items**

1.	Sp Item No-02	Road Cutting by Milling Machine	211800.40	Sqm			
2.	Sp Item No-03	Supply, fitting & fixing of Circumcubic Prismatic retro-reflecting sheet (Type XI) for sign board background and Green Overlay for Sign Board Letter in a newly installed Informative sign Post, including necessary structural components, fabrication, welding, painting, and installation.	42.00	Number			
3.	Sp Item No-04	Supply, fitting & fixing of a Flexible Guide Post, including installation into the ground, ensuring durability, high-visibility, and resistance to environmental conditions.	402.00	Number			
4.	Sp Item No-05	Concrete bollard Post (1.0 m long, 250mm dia)	146.00	Number			
5.	Sp Item No-06	Supply, fitting & fixing of a Solar-Powered Flashing Beacon Sign with Integrated Street Light, including solar panel, LED-based hazard warning light, battery system, pole, and necessary installation accessories, ensuring compliance with relevant standards and operational efficiency.	143.00	Number			
6.	Sp Item No-07	Supply, Fitting & Fixing of Solar Flashing Beacons/Solar Blinkers	37.00	Number			
7.	Sp Item No-08	Aluminum Board sign	80.00	Sqm			
8.	Sp Item No-09	Providing & fixing LED tube light as per direction of Erwb.	40.00	Meter			
9.	Sp Item No-10	Application of audible and vibratory pavement markings in accordance with the drawings or the direction of the Engineer	2425.00	Sqm			
10.	Sp Item No-11	Supply, fitting & fixing of Circumcubic Prismatic retro reflecting sheet (Type XI) for sign board background and Overlay for Sign Board Letter in Informative Post	254.00	Sqm			
11.	Sp Item No-12	High-Friction Surface Treatment for Bituminous Surfaces	32.50	Cum			



**Prioritised Mass Action Package 2 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**Environmental and Social (ES) Management**

SL No	Description of Work	Unit	Quantity	Unit Rate (BDT)		Amount (BDT)
				(In figures)	(In Words)	
<b>Part: A ( Environmental Management)</b>						
1	Prepare site specific environment and social management plan (One for each site) The Site-Specific Environmental and Social Management Plan (SSESMP) ensures that construction activities comply with environmental and social safeguards. It includes measures to control air, noise, and water pollution, manage waste, and prevent soil erosion while protecting biodiversity. Social aspects focus on stakeholder engagement, worker safety, and community well-being. The plan also includes traffic management, cultural heritage preservation, and emergency preparedness. Regular monitoring and compliance checks ensure adherence to guidelines. A structured implementation strategy, including budget allocation, ensures effective execution. By following the SSESMP, the project minimizes negative impacts while promoting sustainability and social responsibility.	Nos	98.00			
2	Site Office and Labor Camp Facilities: Establish a Site Office Compound equipped with the necessary office facilities. Additionally, set up a temporary labor camp consisting of: (i) a male shed (preferably 15m x 30m) and a female shed (12m x 15m), both with standard living arrangements including adequate ventilation, lighting, basic furniture, and cleanliness provisions. The facilities should also include: Bathing, washing, and water storage areas, Kitchen and dining space, Prayer space, Separate rest area and toilets for female workers, Safe drinking water supply, Cooking arrangements, Mosquito nets, Waste bins and proper wastewater disposal systems, Any other required amenities to ensure the well-being of workers	LS	1.00			
3	Dust suppression measures (by water spraying throughout the construction period in and around the project site; uncovered aggregates and loose materials such as stockpiles of the sand, excavated earth, construction wastes, etc. and overall construction works as per requirement)	No	3.00			
4	Worksite wastes disposal facility during the construction period (collection, transportation, and dumping of the wastes at designated dumping site preferably at City Corp. (separate bins bio-degradable, non-biodegradable, and hazardous waste disposal facilities)	No	3.00			
5	Providing safety gear packages (like hand gloves, spectacles for eye protection, helmets, ear plug, masks, visible jacket, safety shoes)	No	300.00			
6	Prevention of the spillage and leakage of the polluting materials as per direction of Engineer in Charge (EC)	LS	1.00			



SL No	Description of Work	Unit	Quantity	Unit Rate (BDT)		Amount (BDT)
				(In figures)	(In Words)	
7	First aid box with necessary accessories and medicines (contractor will provide necessary medicines, saline, sufficient gauge, bandage, antiseptic cream, etc. as per requirement during entire construction period)	No	20.00			
8	Construction of temporary earthen drain and its maintenance (to drain out the surface water during rains, to avoid water stagnant in the whole construction site as per direction of EC)	LS	1.00			
<b>B Providing and Maintaining Adequate Potable Water Supply and Sanitation Facilities at Work Site</b>						
1	Adequate supply of potable water, through installation of Deep Tube Well (250-300m depth/as per aquifer depth where potable water is available and 150 mm dia pipe boring), with at least 5m Strainer, Submersible pump at 25m depth, with 3 HP delivery pump for all purposes, by pipe setting (as and where required). Arrangement of water reservoirs, 1.5 cum plastic overhead tank at site, surface water reservoirs for construction (at least 3m x 5m size-masonry tank on ground with 1.0 m depth).	No	3.00			
2	Worksite sanitation facilities (separate for male and female), 5 nos. of the toilets including separate toilet for women (at least 5ft x 8ft size, preferably CC floor with finished roofing) at two separate corners of the boundary wall as per direction of EC	No	12.00			
<b>C Environmental and Social Enhancement Measures</b>						
1	Cautionary signs 10 nos. (Plane sheet size 2 ft * 3 ft, Background color of the plane sheet- White, Font-aerial & bold with black color text, Font size at least 50 or bigger size to make it visible from at least 200m distance) as per direction of EC	No	15.00			
2	Provision of the site and campsite cleanliness, fogging (during dengue season-once in every week and rest months once in a month) by engaging City Corp. people, use of bleaching powder and replacing the curing	No	3.00			
3	Arrangement of stockpile sites through proper fencing around for storing construction materials	No	3.00			
4	Overall work environment and safety-maintaining safety at construction site, through hanging red tape (at very protective sites) and yellow tape (at moderately protected places) around the construction work places to ensure safety for the workers especially for safe movement facilities as per direction of EC	No	50.00			
5	Installation of the waste bins following design at various strategic points as per direction of EC (location will be finalized prior to the installation of waste bins)	Nos	20.00			
6	Green vegetation cover: Plantation with trees and herbs	LS	1.00			



SL No	Description of Work	Unit	Quantity	Unit Rate (BDT)		Amount (BDT)
				(In figures)	(In Words)	
D	<b>Environmental Monitoring-Analytical activities during Construction Period</b>					
1	Air quality (SPM, PM2.5, PM10, CO2, SOx and NOx) measurement. (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase-24 hours continuous monitoring with the help of appropriate instruments and analyzers)	No	24.00			
2	Noise and vibration level measurement. (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase)	No	24.00			
3	Drinking water quality parameters -ground water/supply water to be used as drinking water (pH, Color-tue or apparent, turbidity, total hardness, Cl, TDS, Mn, As, Fe, TC, FC) measurement. (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase)	Nos	24.00			
4	Surface water quality parameters- waste water to be generated from the construction activities - (pH, TDS, DO, COD, BOD5, Color-tue or apparent, turbidity, total hardness, Cl, TDS, Mn, As, Fe, TC, FC) measurement. (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase)	No	24.00			
<b>Part B: Social (ES) Management</b>						
1	Gender Sensitization on GBV/SEA/SH: Refresher training for all staff on Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) issues at each site office and PIU level. The Contractor shall conduct one-day refresher training sessions on Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) for all staff at each site office and PIU level. The training must be delivered by qualified experts and include all necessary provisions: venue, trainers, training materials, refreshments, audio-visual equipment, and other logistical needs. Attendance must be recorded, and a detailed training report submitted to the Employer.	No	3.00			
2	Training on Gender-Based Violence / Sexual Exploitation and Abuse: Training for all staff at the worksite on Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH). The training session must be a full-day event, with at least 4 sessions at each site office/camp and 2 at the PIU level. The venue, refreshments, trainers/resources persons, training materials, and all other necessary resources must be included in the training provisions. Attendance must be recorded, and a detailed training report submitted to the Employer.	No	10.00			
3	SEA/SH Conference: The conference shall be organized after the constitution of the DAAB and before the commencement of any physical work. The SEA/SH orientation conference must be attended by the Contractor, its Subcontractors, the Engineer, the DAAB members, and all other relevant parties. The objective of the SEA/SH orientation conference is to ensure a common understanding of all SEA/SH contractual requirements and remedies. The venue, refreshments, resource persons, and all other necessary resources must be included in the provisions. Attendance must be recorded, and a detailed conference report submitted to the Employer.	No	1.00			



SL No	Description of Work	Unit	Quantity	Unit Rate (BDT)		Amount (BDT)
				(In figures)	(In Words)	
4	Awareness-raising training programs on communicable diseases (such as HIV/AIDS and Hepatitis A&B etc.); Awareness-raising training programs on communicable diseases for the all the staff and labor/workers at each site office/labor camp. The venue, refreshments, trainers/resources persons, training materials, and all other necessary resources must be included in the training provisions. Attendance must be recorded, and a detailed training report submitted to the Employer.	No	3.00			
5	Training program on overall Labor Management Procedures for the stakeholders and workers/Labor. The training session must be a full-day event, with at least 3 sessions at each site office/camp. The venue, refreshments, trainers/resources persons, training materials, and all other necessary resources must be included in the training provisions.	No	10.00			
6	Community and stakeholder engagement must be ensured through stakeholder consultations and focus group discussion meetings at each work site, with a focus on road safety, gender-based violence (GBV), HIV/AIDS, and other related issues. Maintaining documentation of stakeholder consultations and focus group discussions is required.	No	90.00			
7	Awareness program on Grievance Redress Mechanism (GRM) at each work site: An awareness program on the Grievance Redress Mechanism (GRM) shall be conducted at each worksite to inform all workers and stakeholders about the process for lodging complaints, the roles and responsibilities of the GRM committee, timelines for resolution, and available support channels. The program should include interactive sessions, distribution of informational materials, and clear instructions on how to access and use the GRM. The venue, facilitators, materials, and other logistical arrangements must be adequately provided to ensure active participation and understanding.	No	90.00			
8	Implementation of GRM for workers: Implementation cost of GRC decisions which is not covered by the insurance/job contract (Maximum Tk 16,000/Case)	U.S.	1.00			
<b>TOTAL=</b>						



**Prioritized Mass Action Package 3 - Central Zone (Dhaka, Mymensingh)**

**Package No: WP(RHD)-03**

**SoQ for Daywork**

**Schedule of Daywork : 1. Labour**

Item no.	Description	Unit	Nominal quantity	Unit Rate in BDT	Unit Rate (in words)	Amount in BDT
1	Mason	Man-day	40.00			
2	Mason helper	Man-day	40.00			
3	Carpenter	Man-day	40.00			
4	Electrician	Man-day	40.00			
5	Welder	Man-day	40.00			
6	Semi-Skilled Labour	Man-day	200			
7	Unskilled Labour	Man-day	200			
8	Skilled Labour	Man-day	200			

**Schedule of Daywork : 2. Materials**

Item no.	Description	Unit	Nominal quantity	Unit Rate in BDT	Unit Rate (in words)	Amount in BDT
1	Bricks	Nos	15000.00			
2	Cement -OPC	Ton	40.00			
3	Sand - Coarse FM=1.5	Cum	400.00			
4	Rebar	Kg	1500.00			
5	Sand FM =2.5	Cum	400.00			

**Schedule of Daywork : 3. Contractor's Equipment**

Item no.	Description	Unit	Nominal quantity	Unit Rate in BDT	Unit Rate (in words)	Amount in BDT
1	Mechanical Excavator	day	5			
2	Truck (5 tons)	day	5			
3	Dump truck	day	5			
4	Digital Batching plant, 0.5-1.0 cum/batch with Generator	day	4			
5	Submersible water pump, capacity 3HP	day	4			
6	Pay loader 3.5 cum	day	10			
7	Vibrator Roller (1 to 3 ton)	day	3			
8	Vibrator Roller (7 to 10 ton)	day	3			
9	2 H.P. Diesel Pump	day	3			



## Specification

Sl No	Special Item No	Item No	Specification
01	Special Item No-01	MS Rod Grating (Net)	Supply, fabrication, and installation of MS Rod Grating (Net) for box drain openings of 200 mm x 200 mm, including the use of MS angle 38 x 38 x 5 mm (Grade 275 MPa) for the frame (4 pieces per unit) and 12 mm diameter MS bars placed at 70 mm center-to-center spacing for the grating surface. Work includes cutting, straightening, welding, and fixing the grating in position as per drawing and instructions. All materials shall be of approved quality, and workmanship shall ensure durability, proper fit, and ease of maintenance.
02	Special Item No-02	Road Cutting by Milling Machine	Road cutting by milling machine including cutting and removal of existing bituminous pavement to the specified depth, width, and alignment as per drawings and instructions of the Engineer. The work shall be carried out using a self-propelled milling machine equipped with automatic depth control and leveling system, capable of achieving uniform surface texture and profile. Milling width may range between 0.5 m to 2.2 m depending on site requirements. The operation includes precise curbing to maintain both longitudinal and transverse profiles, cleaning of the milled surface to remove dust and debris, and loading, hauling, or stockpiling of milled material for reuse or disposal as directed. Measurement: Shall be made in square meters (m <sup>2</sup> ) of surface milled to the specified depth.
03	Special Item No-03	Supply, fitting & fixing of Circumcube Prismatic retro-reflecting sheet (Type Xi) for sign board background and Green Overlay for Sign Board Letter in a newly installed informative sign Post, including necessary structural components, fabrication, welding, painting, and installation	The post shall be constructed using a 16 feet long, 4-inch diameter MS Pipe (3mm thickness) with a 200mm x 200mm x 3mm MS Base Plate for anchoring. The sign frame shall be fabricated using MS Box (25mm x 25mm, 2mm thick), securely welded to ensure structural integrity. The sign board panel shall be made of a Galvanized Plain Sheet (18 Gauge), covered with Circumcube Prismatic Retro-Reflecting Sheet (Type Xi) for high visibility, and overlaid with a Green Overlay for Sign Board Letter for clear sign readability. All joints and connections shall be secured using line welding to ensure strength and durability. The foundation shall be constructed with concrete casting (0.30m x 0.30m x 0.90m) for stability. The entire structure shall be coated with anti-rust primer and finishing paint to enhance durability and weather resistance. The work shall be completed as per the approved design and specifications, ensuring proper alignment, durability, and compliance with relevant standards.



04	<p>Special Item No-04</p> <p>Supply, fitting &amp; fixing of a Flexible Guide Post including installation into the ground, ensuring durability, high visibility, and resistance to environmental conditions.</p>	<p>The flexible guide post is engineered to improve roadside visibility and delineation in both low-light and high-impact environments. Each post has a total length of 150 cm, with 100 cm remaining above ground and 50 cm embedded into a concrete base to ensure secure and stable installation.</p> <p>Manufactured from durable, high-performance flexible polymer or rubber-based materials, the post is specifically designed to withstand repeated impacts from vehicles or machinery. It is capable of bending under force and returning to its original upright position without sustaining permanent damage, making it ideal for high-traffic and accident-prone zones.</p> <p>To significantly enhance visibility and safety, each guide post is equipped with prismatic retro-reflectors measuring 15 cm x 20 cm. These reflectors are strategically positioned on the post to ensure maximum visibility from various angles during nighttime driving and adverse weather conditions. The materials used for both the post and the reflectors are resistant to UV exposure, harsh weather, and mechanical wear, ensuring long-term, maintenance-free operation.</p> <p><b>Installation Details:</b></p> <p><b>Concrete Base:</b></p> <p>A continuous concrete foundation measuring 15 meters in length and 1 meter in width shall be constructed to serve as a stable mounting platform for the guide posts.</p> <p><b>Post Placement:</b></p> <p>A total of 15 flexible guide posts will be installed evenly along the length of the base, unless otherwise directed by site-specific design requirements.</p>
05	<p>Special Item No-05</p> <p>Concrete bollard Post (1.8 m long, 250mm dia)</p>	<p>The concrete bollard post shall be cylindrical in shape with a total length of 1.8 meters (1800 mm) and a diameter of 250 mm. It shall be constructed using concrete of M20 grade or higher, having a minimum compressive strength of 20 MPa. The bollard is designed to provide structural stability and moderate impact resistance, making it suitable for use in traffic control, pedestrian protection, or restricted access areas.</p> <p>For reinforcement, the post shall include six longitudinal bars of 10 mm diameter, tied together with 8 mm diameter lateral ties placed at 200 mm center-to-center spacing. The reinforcement cage shall be centrally positioned within the bollard, maintaining a minimum concrete cover of 25 mm on all sides.</p> <p>The surface of the bollard shall be smooth and vibrated to eliminate honeycombing, and finished with weatherproof, anti-corrosion paint. The top portion shall be beveled or chamfered for safety, aesthetics, and to prevent water accumulation. Reflective strips in white or yellow or high-visibility tape may be applied near the top to enhance nighttime visibility.</p> <p>The bollard shall be installed with a minimum embedded depth of 500 mm below finished ground level. It may be either precast and securely anchored, or cast in-situ depending on site requirements and desired durability.</p> <p>A minimum curing period of 28 days shall be observed to ensure proper strength development. All bollards shall be free from surface defects such as cracks, honeycombing, or spalling, and must be capable of withstanding moderate vehicular impact when used in security or boundary control applications.</p>



06	<p>Supply, fitting &amp; fixing of a Solar-Powered Flashing Beacon Sign with Integrated Street Light, including solar panel, LED-based hazard warning light, battery system, pole, and necessary installation accessories, ensuring compliance with relevant standards and operational efficacy.</p>	<p><b>General Description:</b> The Solar Flashing Beacon Sign with Street Light is a self-sustaining, solar-powered hazard warning system designed for pedestrian crossings and high-risk traffic areas. It features energy-efficient LED flashing beacons, a smart motion detection system, and a built-in street lighting solution, ensuring high visibility and safety even in low-light conditions. The system operates independently of the electrical grid, making it ideal for remote locations.</p> <p><b>Technical Specifications:</b></p> <p><b>Solar Power System:</b> Solar Panel: Minimum 305W high-efficiency solar panel with a galvanized steel support structure, Voltage: 18-22V Battery: First-Class Li-Ion battery (minimum 120Ah) ensuring at least 300 hours of sunlight-free operation Charging Time: Efficient charging even under diffused light conditions, with rapid battery charge in a few hours under direct sunlight Lifespan: At least 50,000 operating hours (~15 years of continuous use)</p> <p><b>Flashing Beacon &amp; Street Light:</b> Beacon Type: Solar-powered, LED-based hazard warning light Flashing Modes: 1Hz alternating flashing with 50% duty cycle 1Hz alternating flashing with 25% duty cycle 1Hz alternating tri-flash mode (3 quick flashes per cycle) Lamp Type: High-efficiency special SMD LEDs, two amber light sources per column Signal Light Parameters: Diameter: Minimum 100mm Impact Resistance: High (Class IREQ EN 60598-1) Dust &amp; Drip Protection: IP54 (EN 60529) Light Control: Modular light filter to minimize phantom light Street Light: Smart LED streetlight integrated with the beacon for nighttime illumination</p> <p><b>Structural Components:</b> Pole: Galvanized steel pole, 4500mm height, placed 800mm deep in the ground Foundation: Prefabricated concrete block, minimum 800mm deep for secure installation Vandal-Proof Features: Options: vandal-proof push button High-durability housing and reinforced components Control Electronics: Housed in an IP66-rated weatherproof enclosure Smart Features &amp; Connectivity: Motion Detection: Professional dual-technology SMART motion detection system Camera Option: IP69 waterproof, dustproof, shockproof camera for enhanced security</p>
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		<p>Wireless Communication: Wireless connectivity between multiple beacon units for synchronized operation</p> <p>Installation &amp; Requirements:</p> <p>Mounting: Direct installation with prefabricated concrete foundation</p> <p>Permits &amp; Approvals:</p> <p>Placement in public areas requires municipal and road authority approval</p> <p>Private property installation does not require official permits unless otherwise stated in rental agreements:</p> <p>Warranty &amp; Maintenance:</p> <p>General Warranty: 2 years for standard operational use</p> <p>Component Warranty: 5 years for the solar panel and LED light source</p> <p>Post-Warranty Support: Manufacturer provides repair services beyond the warranty period with cost estimates available upon request</p> <p>Key Advantages:</p> <p>Operates independently from the electricity grid, eliminating the need for underground wiring</p> <p>Charges efficiently under diffused light and functions reliably even with limited sunlight exposure</p> <p>Ensures 24/7 operation with day and night flashing capability</p> <p>Does not emit UV or infrared radiation, making it safe for human eyes and preventing insect attraction</p> <p>Lightweight yet durable construction for easy installation in any location</p> <p>This system is continuously developed for enhanced performance, and specifications may be subject to change without prior notice.</p>
07	Special Item No- 07 Supply, Fitting & Fixing of Solar Flashing Beacons/Solar Blinkers	<p>Blinker Size: 300mm (12 inch) x 200mm (8 inch)</p> <p>Body: Molded Polycarbonate, suitable for extreme weather conditions</p> <p>Lens: U.V Stabilized, Transparent Polycarbonate</p> <p>Gasket: Rubber Gasket for sealing between lens &amp; signal unit</p> <p>Color: Red Amber/Green</p> <p>PCB Used: 1.5mm thick, Glass Epoxy for Power Supply/LED Display</p> <p>LED Used: Ultra Bright, Water clear</p> <p>Viewing Angle: 24 Degree for LED's</p> <p>No of LEDs: Minimum: 120 LED</p> <p>Charge Control Unit (CCU): Built-in type, helps to protect battery from deep discharging as well as overcharging. Also protects panel from reverse voltage.</p> <p>Solar Panel: 12 Volt, 30 Watt High efficiency Mono/Poly Crystalline Silicon, Cells: UV Stable, Ethylene Vinyl Acetate</p> <p>Battery: (SMF) Sealed Maintenance Free Type</p> <p>Wire Harness: For making all connections easily and correctly</p> <p>Clamps: For mounting traffic signal, battery box &amp; solar panel</p> <p>Foils: Diameter 3" or 4", Height 4 to 6 m, GI or MS</p>



		<p>Working Voltage: 12V DC  Power Supply: Total Solid State Electronic Circuitry  Frequency: 30 to 40 Flashes Per Minute as desired  Operation: 24 Hours or 12 Hours (Dusk to Dawn)  Control Card: Inbuilt &amp; Solid State  Power Factor &gt;0.9  Visibility: 500 meters, Visible even during bad weather  Certification: IP 65, CE, ISO 9001:2015</p>
08	Special Item No-08	<p>Alucobon Sign Board</p> <p>Providing and fixing Alucobon Sign Board made of high-quality Aluminum Composite Panel (ACP) of approved make, color, and finish, including 4 mm thick ACP sheet mounted on a 5 mm PVC board with a core of LDPE or fire-retardant material (as per site requirements). The sign board shall include digital printed acrylic lettering, fabricated and installed as per the approved design and under the direction of the Engineer-in-Charge (E/C). The entire panel shall be fixed over a robust structural frame made from 38 mm diameter, 2 mm thick MS pipe and 37 mm x 37 mm x 6 mm MS angle, primed or powder-coated for corrosion protection. The board may be wall-mounted, pole-mounted, or freestanding as per location and site conditions. All works shall ensure proper alignment, stability, durability, and high aesthetic appeal.  Measurement: To be made in square meters (m<sup>2</sup>) based on the actual installed surface area.</p>
09	Special Item No-09	<p>Providing and fixing LED Strip light as per direction of E/C</p> <p>Providing and fixing LED strip light of approved model and make, including all necessary accessories, fittings, hardware, and mounting profiles as per the location, alignment, and design shown in the drawings or as directed by the Engineer-in-Charge (E/C). The work shall include the supply, installation, testing, and commissioning of flexible 5730 SMD LED strip lights, complete with surface preparation, secure mounting, and all electrical connections to ensure safe and reliable operation. The LED strip shall have a color temperature of Warm White / Cool White / RGB as specified, a minimum IP rating of IP65, and a rated lifespan of not less than 50,000 hours. The system shall be powered through a suitable constant voltage LED driver, and where required, include dimmable or RGB control gear for lighting control.  Measurement: By running meter (R.m), measured as the total installed length verified on site.</p>
10	Special Item No-10	<p>Application of audible and vibratory pavement markings in accordance with the drawings or the direction of the Engineer</p> <p>Dimensions of Transverse Audible Bars: The raised transverse bars shall be applied with a profile such that the leading and trailing edge are sloped at a sufficient angle to create an audible and vibratory warning. Transverse bars on shoulder and centerline markings shall have a height of 12mm, including the base line. The height shall be measured above the pavement surface at the edge of the marking, after application of drop-on glass spheres. The bars shall have an approximate length of 65 mm. The bars may have a drainage channel on each bar; the width of each drainage channel will not exceed 6.5 mm at the bottom of the channel. The longitudinal distance between bars shall be 750 mm.  Retro-reflectivity: White audible and vibratory markings shall attain an initial retro reflectance of not less than 300 mcd/lx.m<sup>2</sup> and yellow audible and vibratory markings shall attain not less than 250 mcd/lx.m<sup>2</sup>, respectively.  Glass spheres: Acrylic glass spheres to all markings. The manufacturer shall determine if a single or double application of glass spheres is used and the recommended drop rates for each application.</p>



11. Special Item No- 11	Supply, fitting & fixing of Omnicube Prismatic retro reflecting sheet (Type Xi) for sign board background and Overlay for Sign Board Letter in Informatory Post	This work involves removal of old retro-reflective sheeting from existing road sign boards and replacement with new Type XI Omnicube Prismatic Retro-Reflective Sheeting, including background and overlay for informatory sign board text. Measurement: In square meters (sqm) based on actual area covered
12. Special Item No- 12	High-friction Surface Treatment for Bituminous Surfaces	<p>This high-performance hot-applied skid-resistant surfacing system is designed to enhance road safety by improving friction on bituminous surfaces. It must comply with Clause 924, ensuring durability and long-term performance in medium-traffic environments.</p> <p><b>Technical Specifications:</b></p> <ul style="list-style-type: none"> <li>• Material Type: Hot-applied</li> <li>• Compliance: Must comply with Clause 924</li> <li>• Traffic Volume Suitability: Must be suitable for medium-traffic areas</li> <li>• Material Thickness: Minimum 3 mm</li> <li>• Aggregate Type: Must contain high-friction basaltic aggregate</li> <li>• Aggregate Pounded Stone Value (PSV): Minimum 70</li> <li>• Skid Resistance Value (SRV): minimum 70</li> <li>• Application Season: Must be suitable for year-round application</li> <li>• Binder Type: Must use a clear binder, providing enhanced color visibility and surface aesthetics</li> </ul> <p>Epoxy binder is generally applied at a rate of 1 to 1.5 Lm<sup>2</sup> using a mechanical spreader, squeegees or brooms. Higher application rates may be required on coarse textured or porous surfaces.</p> <p>The 5 mm nominal sized calcined basaltic aggregate is usually spread at a rate of 100–125 m<sup>2</sup>m<sup>3</sup> (6–8 kg/m<sup>2</sup>), immediately after the binder has been applied.</p> <p><b>Color Buff</b></p> <p><b>Performance &amp; Benefits:</b></p> <ul style="list-style-type: none"> <li>• Must provide high skid resistance for improved vehicle braking and accident prevention.</li> <li>• Must be durable and weather-resistant, ensuring long-lasting surface performance.</li> <li>• Must contain high-quality basaltic aggregate to maintain friction effectiveness over time.</li> <li>• Must be compatible with various bituminous road surfaces.</li> <li>• Must allow easy application with minimal surface preparation.</li> </ul> <p><b>Application Method:</b></p> <ul style="list-style-type: none"> <li>• The material must be applied at a thickness of 5 mm using a hot-applied process.</li> </ul>



13	Special Item No. 13 Traffic Management, Work Zone Safety & Road Maintenance (Construction Phase)	<ul style="list-style-type: none"> <li>• A primer is required when applied on concrete surfaces to ensure strong adhesion.</li> </ul> <p>The contractor shall implement comprehensive Temporary Traffic Control (TTC) and work zone safety measures in accordance with the RHD Road Safety Guidelines, World Bank Environmental, Health, and Safety (EHS) Guidelines, and applicable National Road Safety Policies.</p> <p>1. Traffic Management and Work Zone Safety</p> <ul style="list-style-type: none"> <li>• The contractor must install regulatory, warning, and directional signs well in advance of the work zone to provide clear guidance to motorists. All signage must be highly visible, retroreflective, and placed at appropriate distances to allow safe driver response.</li> <li>• Temporary pavement markings (using high-visibility reflective paint or tape) shall be applied to safely guide vehicles through detours, lane shifts, or narrowed lanes.</li> <li>• Cones, delineators, and channelisers must be positioned at correct intervals to define traffic lanes and channel traffic safely through or around the work zone.</li> <li>• In high-speed or critical risk zones, physical barriers (such as concrete barriers, crash cushions, or other approved devices) must be used to protect workers and road users. In urban settings, steel or plastic barricades shall be used as appropriate.</li> <li>• Flaggers or trained traffic marshals must be deployed at key control points to ensure smooth and safe traffic flow for both vehicles and pedestrians.</li> <li>• The contractor shall prepare and implement an emergency response plan that includes: <ul style="list-style-type: none"> <li>o On-site first aid stations.</li> <li>o Readily available first aid kits.</li> <li>o Coordination with local emergency services for swift response to accidents or medical emergencies within or near the work zone.</li> </ul> </li> </ul> <p>2. Construction Site Safety:</p> <ul style="list-style-type: none"> <li>• The contractor must ensure the worksite is clearly demarcated using red safety tape at high-risk zones and yellow safety tape in moderately hazardous areas, following instructions from the Environmental Code of Practice (EC).</li> <li>• Personal protective equipment (PPE) packages, including helmets, high-visibility vests, gloves, safety spectacles, ear protection, dust masks, and safety shoes, shall be provided to all personnel and enforced as mandatory within the work zone.</li> <li>• If pedestrian walkways are obstructed, the contractor shall provide safe, well-marked alternative pedestrian paths with proper fencing and warning signs to restrict unauthorized access to hazardous areas.</li> <li>• For night works, the contractor shall ensure adequate lighting, including portable floodlights, to maintain visibility for both workers and road users.</li> </ul> <p>3. Maintenance of Existing Road during Construction:</p> <ul style="list-style-type: none"> <li>• The contractor shall maintain the existing roadway and adjacent detours in good, trafficable condition throughout the construction period.</li> <li>• This includes: </li></ul>
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		<ul style="list-style-type: none"> <li>o Patching potholes, repairing pavement failures, and applying temporary surface treatments (e.g., cold mix asphalt or gravel) as needed.</li> <li>o Regular grading or surface leveling on temporary detours or unpaved sections to ensure smooth and safe travel.</li> <li>o Dust control measures such as periodic water spraying on unpaved surfaces to reduce airborne dust affecting traffic and nearby communities.</li> <li>o Ensuring that drainage structures (curbs, side drains) remain functional and free from blockages to prevent waterlogging and road surface deterioration.</li> <li>o Removal of debris, construction materials, or obstructions from carriageway and shoulders regularly to prevent accidents or traffic disruptions.</li> <li>• These maintenance activities shall be conducted regularly to ensure continuous safe movement of traffic, minimizing disruption to road users and enhancing safety in and around the work zone.</li> </ul>
14	Special Item No- 14	<p>Rent of Engineer's Office Building</p> <p>The contractor shall arrange well-furnished office buildings on rent for the use of Engineer's staff. Each office must have a minimum floor area of 3000 square feet, located in a suitable area as approved by the Engineer-in-Charge (EIC). The buildings must be of permanent structure, equipped with fully functional air-conditioning systems, and fitted with necessary office furniture, workstations, meeting rooms, and communication facilities. Each office should be fully secured, including 24/7 security personnel, proper boundary fencing, and surveillance if necessary. All essential amenities, such as uninterrupted power supply, clean drinking water, sanitation facilities, high-speed internet, and parking space, must be ensured. Maintenance, utility charges, and all related operational costs shall be included in the rent, and the facility must be kept in optimal working condition throughout the contract period, to the satisfaction of the EIC.</p>
15	Special Item No- 15	<p>Rent of Engineer's Residential Accommodation</p> <p>The contractor shall arrange well-furnished residential accommodations on rent for the use of the Engineer's staff. Each accommodation must be an independent house or apartment of permanent structure, with a minimum covered area of 2500 square feet. The premises shall include at least three bedrooms, at least three bathrooms (minimum two attached with bed room), a living room, a kitchen, and a balcony or equivalent outdoor space, located in a secure and suitable area approved by the Engineer-in-Charge (EIC).</p> <p>The accommodation shall be fully furnished, including beds with mattresses, wardrobes in all bedrooms, a sofa set, dining table with chairs, center table in the living area, and a fully functional kitchen equipped with cabinets, a stove or hob, refrigerator, and essential appliances. Proper curtains, light fittings, ceiling fans, and air-conditioning units must be provided in all necessary areas.</p> <p>Essential amenities such as 24/7 electricity supply with power backup (inverter/generator), clean drinking water, modern sanitation facilities (western-style toilets with grinders), high-speed internet connectivity, and a television with cable or DTH service must be ensured. Adequate parking space for at least one vehicle shall also be provided.</p> <p>The accommodation must be located in a safe neighborhood with gated access or equivalent safety measures. Round-the-clock security and/or CCTV surveillance must be arranged if required by the EIC.</p>



16	Special Item No- 16	Maintain and Service Engineer's Semi-Permanent Field Laboratory	<p>All utility charges including electricity, water, internet, cable TV, and any applicable maintenance costs must be included in the rent. The accommodation shall be maintained in clean, livable, and fully functional condition throughout the duration of the contract to the satisfaction of the EIC.</p> <p>The Contractor shall be fully responsible for the operation, maintenance, and servicing of the Engineer's semi-permanent field laboratory for the entire duration of the Contract. The laboratory must be maintained in a clean, safe, and fully operational condition at all times, and its upkeep shall include the following:</p> <p>Provision and continuous management of essential utilities, including electricity, potable running water, and sewerage connections. Regular maintenance of the septic tank and soak-away system must be carried out in accordance with the approved layout. All testing equipment within the laboratory shall be regularly serviced and calibrated by a competent, recognized agency. The Contractor must ensure that current and valid calibration certificates are readily available for inspection by the Engineer at all times. All furniture, fittings, and fixtures provided in the laboratory shall be maintained in good working condition. Any item that becomes damaged or unserviceable due to wear and tear shall be promptly repaired or replaced by the Contractor. The Contractor shall ensure the regular cleaning of the laboratory, maintaining hygienic conditions in work areas; benches, sample storage, and washing facilities. All doors must be fitted with approved locking mechanisms, and windows shall be equipped with mosquito screens, blinds, and interior locking devices that are kept in functional condition.</p> <p>The Contractor shall supply all necessary consumable items required for day-to-day laboratory operations, including but not limited to cleaning agents, testing reagents, and personal protective equipment (PPE). All utility costs, including those for electricity, water, and any other services essential to the laboratory's functioning, shall be fully borne and managed by the Contractor. The Contractor assumes full responsibility for ensuring the readiness, functionality, and upkeep of the laboratory and shall respond promptly to any instructions or corrective measures issued by the Engineer regarding its maintenance and performance.</p>
17	Special Item No- 17	Rent of 4WD Jeep	<p>The contractor shall provide on rent a 4WD Jeep for Fuel supply (Diesel/Octane as per vehicle specification), Lubricant supply, Regular servicing and routine maintenance, Replacement of worn-out parts and consumables, Site inspection, survey, quality control etc. for the personnel of employer, including all associated costs such as driver's wages, registration, taxes, duties, insurance, toll cost and any other applicable fees. The vehicle must be in excellent working condition and meet the following minimum specifications:</p> <p>Body Style: 4WD Jeep, Right-Hand Drive (RHD)</p> <p>Engine Capacity: Minimum 1950 cc</p> <p>Fuel Type: Diesel or Octane</p> <p>Transmission: Manual or Automatic, suitable for rough and off-road conditions</p> <p>Color Options: White, Silver, or Black</p> <p>Doors: Minimum of 5 doors</p> <p>Seating Capacity: At least 5 passengers (with seatbelts) excluding the driver</p> <p>Air Conditioning, Dual air-conditioning system, properly functioning and using low-pollutant refrigerant gas</p> <p>Safety Features: Anti-lock Braking System (ABS), seatbelts for all passengers</p>



		<p>Technology &amp; Comfort Features: Functional 3-band AM/FM radio, working speedometer and odometer  Year of Manufacture: Not earlier than 2018  Documents: Vehicle must have all up-to-date documentation, including registration, insurance, roadworthiness certificate, and pollution clearance.  The vehicle shall be maintained in clean, fully operational, and roadworthy condition throughout the rental period. The contractor is responsible for routine servicing, timely replacement of worn components, and compliance with all safety and environmental standards. The Jeep shall be made available at the required location and time as per the directions of the Engineer-in-Charge (EIC).</p>
<p>18. Special Item No. 18</p>	<p>Rent of 4WD Pickup with covered canopy</p>	<p>The contractor shall provide on rent a Double Cabin 4WD Pickup vehicle with a covered canopy for Site inspection, survey, quality control etc., for the personnel of employer, including all associated costs such as Fuel supply (Diesel/Octane as per vehicle specification), Lubricant supply, Regular servicing and routine maintenance. Replacement of worn-out parts and consumables driver's wages, registration, taxes, duties, insurance, toll cost and any other applicable fees. The vehicle shall be provided in excellent mechanical and aesthetic condition and must comply with the following minimum specifications:  Body Style: 4WD Pickup, Double Cabin, Right-Hand Drive (RHD)  Engine: 4-cylinder, 16-valve, Electronic Fuel Injection (EFI)  Fuel Type: Diesel or Octane  Engine Capacity: Minimum 2400cc  Transmission: Manual or Automatic, suitable for rugged terrain.  Color: White, Silver, or Black  Air Conditioning: Dual air-conditioning system with efficient cooling and low environmental impact refrigerant.  Safety Features: Anti-lock Braking System (ABS), front passenger airbag  Doors: Minimum 4 doors  Seating Capacity: Minimum 5 passengers excluding the driver  Technology &amp; Features: Functional GPS Tracker system, 3-band AM/FM radio, speedometer and odometer in good working condition  Vehicle Age: Year of manufacture shall not be earlier than 2018  Canopy: Covered, weather-resistant canopy suitable for protection of cargo and tools  Condition &amp; Documents: All necessary documents must be up to date, including registration, insurance, roadworthiness certificate, and pollution clearance.  The vehicle must be maintained in a clean, roadworthy, and fully operational state at all times during the rental period. The contractor shall be responsible for the timely servicing and replacement of consumables, ensuring that the vehicle meets safety and environmental compliance standards. The vehicle shall be made available for project use as per the schedule and locations directed by the Engineer-in-Charge (EIC).</p>



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21	<p>Special Item No- 19</p> <p>Pre-Construction Shop Drawing and Post-Construction As-Built Drawings</p>	<p>The Contractor shall be fully responsible for the preparation and submission of detailed pre-construction shop drawing and post-construction as-built drawings to support the Road Safety Audit. These drawings must be developed using AutoCAD and based on accurate topographic data collected through comprehensive field surveys. To ensure data accuracy and reliability, the Contractor must engage qualified surveyors and topographic specialists.</p> <p>It is the Contractor's responsibility to determine the necessary manpower, their qualifications, equipment, and all other resources required to carry out this work. The drawings must accurately depict existing site conditions prior to construction and clearly reflect the final built condition, including any deviations, design changes, or field modifications made during construction. Each drawing shall include, but not be limited to, the following details:</p> <ul style="list-style-type: none"> <li>• Location-specific layout based on approved template drawings</li> <li>• Pre- and post-construction earthwork calculations</li> <li>• Position of electric poles, trees, utilities, and other physical obstructions</li> <li>• Road geometry, alignment, and cross-sections</li> <li>• Intersections, junctions, and access points</li> <li>• Traffic signs, road markings, and safety features</li> <li>• Drainage infrastructure and road furniture</li> <li>• Right-of-way boundaries and adjacent features</li> <li>• All design alterations made during project execution</li> </ul> <p>The pre-construction drawings shall serve as the baseline reference, while the post-construction drawings must be verified and endorsed by the Engineer-in-Charge (EIC) as a true and accurate representation of the completed works. These documents are essential for confirming that road safety interventions have been correctly implemented and will form an integral part of the final Road Safety Audit documentation.</p>
22	<p>Special Item No- 21</p> <p>Removal of Existing Road Sign post.</p>	<p>The Contractor shall carry out the complete removal of existing road sign posts identified as unnecessary, redundant, or in poor condition. This includes the removal of the signboard, supporting post, and any associated foundation materials. The removal must be conducted in a safe and controlled manner, ensuring that no damage is caused to surrounding infrastructure, road surfaces, or underground services. The Contractor shall use appropriate tools, equipment, and methods suitable for the specific type of installation—whether surface-mounted or embedded in concrete. Where concrete foundations are present, they shall be fully broken out and completely removed. All waste materials generated from the removal shall be disposed of at a licensed waste facility in compliance with applicable regulations, unless otherwise instructed by the Employer.</p> <p>Ownership of the removed sign post shall depend on its condition:</p> <ul style="list-style-type: none"> <li>• Dilapidated or damaged sign posts shall become the property of the Contractor.</li> <li>• Sign posts deemed reusable shall be relocated by the Contractor as directed by the Engineer.</li> </ul> <p>The decision regarding the usability of any removed post rests solely with the Engineer. The Contractor shall also provide photographic evidence, with clear location references, documenting the condition of the site before and after the removal works. These photographs shall be submitted to the Employer for review and record-keeping.</p>



## Appendix – 2

Locations of countermeasures  
For WP(RHD)-03

Mirpur Bridge-Dhour Road (N-501)

Sr No	Location Name	Coordinate	Major-Minor Junction with Opposite Side Road & pedestrian Crossing Template Drawing 01	Major-Minor Junction with Single Side Road & pedestrian Crossing Template Drawing 02	School Zone (2 lane) Template Drawing 03	Marker Zone Template Drawing 04	Mid-block crossing 2 lane Template Drawing 05	Mid-block crossing 4 lane Template Drawing 06	Bus-bay Template Drawing 07	Curve Fitment Template Drawing 08
1	BSMSEA University of Fashion & Technology (BUFT)	23.881553, 90.360584			1				2	
2	Uttara University	23.883971, 90.360598			1				1	
3	Sole Road- Piran Kala	23.882185, 90.360250		1						
4	MRT Police Line	23.881809, 90.360123	1	1						1
5	Green Green filling Station	23.879109, 90.356809								1
7	Taher Uddin Household	23.879021, 90.353120	1				1		2	1
8	Fordhouse Mole	23.860054, 90.348476								
	Brulia Intersectio	23.850812, 90.341088	1						2	
9										
10	Brulia Intersectio	23.867441, 90.339981		1						1
12	BUFT	23.839829, 90.341915								
13	Eastern Housing	23.827806, 90.345251		2			1		2	1
14	Tamanna Family Park	23.820999, 90.341383					1			
15	Madar Centre	23.810398, 90.340234	1							
16	Mohajer Ghareeb Ghat	23.806177, 90.342464	1							
17	Dabhari Bus Stand	23.798456, 90.343429								
18	Dabhari Ghat	23.797700, 90.340920		1						1
			5	6	2	0	3	0	10	5
Total										



**Jamalpur-Islampur-Dewanganj-Bahadurabad Ghat Road (R465)**

Sl No	Location Name	Coordination	Major-Minor Junction with Opposite-Side Road & Pedestrian Crossing	Major-Minor Junction with Single-Side Road Entry	School Zone (2 lane)	Market zone	Mid-block crossing 2 lane	Bus-bay	Curve Treatment	Narrow Bridge
1	Biyo Chattr (Roundabout)	24.92302288352984, 89.92972523355458								
2	Bage Abed Mor (Connecting Road to Borigara)	24.92840204659875, 89.92470818259258					1			
3	Hathiondra More	24.932676354529287, 89.91820129589362				1				
4	Crossroad	24.93884647887852, 89.9168293318544		2						
5	Ideal International School	24.943240258619714, 89.91219554238423				1				
6	Kemmpur Chohor + S Curve + Hazrat Shah Kamal Mazar + Bazar	24.945577850260937, 89.91076571391627								
7	S Band	24.945352858348158, 89.91105481467094							350	
8	Shahid Samir Bridge	24.943845132203637, 89.85758363181418								1
9	S Curve	24.951187250885003, 89.8935157287128							300	
10	Char Pokans Bazar + Char Pokans J.L. High School	24.950104253518028, 89.89984818377238				1				



Jamalpur-Isiampur-Dewanganj-Bahadurabad Ghat Road (R465)

Sl No	Location Name	Coordination	Major-Minor Junction with Opposite-Side Road & Pedestrian Crossing	Major-Minor Junction with Single-Side Road Entry	School Zone (2 lane)	Market zone	Mid-block crossing 2 lane	Bus-bay	Curve Treatment	Narrow Bridge
11	Khadimer More	24.9496124718877, 89.88863118545485					1			
12	Banmany TalTola Bazar	24.950191037834156, 89.877947803535548				1				
13	Bailey Bridge	24.951161964679535, 89.87190059056711								1
14	Side Road	24.95099072269518, 89.87011563261655		1						
15	Large Building at Curve	24.95205334408318, 89.86379649093503								
16	Melancho M.A. Gohur High School + Maloncha Bazar + S Curve + Bus Stop	24.952012709471184, 89.855866775942420		1		1				
17	Gohingaganj Bazar+ Criss Road	24.9579179707803, 89.85368374973503								
18	Technical Training Centre, Melandoho	24.978131045255626, 89.85033238155379								
19	Melancho Bazar (Shimulika Mire)	24.978861103455672, 89.85081245817328		1		1				
20	Rail Crossing	24.980432126811872, 89.85087741328458								
21	T Section	24.981905177221986, 89.85140294458637		1						



**Jamalpur-Islampur-Dewanganj-Bahadurabad Ghat Road (R465)**

Sl No	Location Name	Coordination	Major-Minor Junction with Opposite-Side Road & Pedestrian Crossing	Major-Minor Junction with Single-Side Road Entry	School Zone (2 lane)	Market zone	Mid-block crossing 2 lane	Bus-bay	Curve Treatment	Narrow Bridge
22	S Band	24.38881863437647, 89.84729125998332							1000	
23	Shahyapur Government Primary School	24.983297828667222, 89.850536008853611			1					
24	Road Bifurcation	24.98734863231744, 89.84971527268905								
25	Slits Road	24.9090293044032267, 89.84635328887167		1						
26	Naya Nagar Bazar + Cross Road	24.993035996554735, 89.84399515605315	1	1						
27	Side Road	24.99408181326707, 89.84223485384129	1							
28	Shampur Bazar + Side Road	24.9955753325105, 89.84086185750334		1						
29	Kangakuraha Primary School	25.014602281669534, 89.83883696285053			1					
30	Dafia More	25.0211313816602516, 89.83547921793773						1		
31	Melanchn Bazar	25.028399899291514, 89.82382793322916								
32	S Curve	25.033199719346715, 89.81893292126577							200	



**Jamalpur-Islampur-Dewanganj-Bahadurabad Ghat Road (R465)**

Sl No	Location Name	Coordination	Major-Minor Junction with Opposite-Side Road & Pedestrian Crossing	Major-Minor Junction with Single-Side Road Zone ( 2 lane)	School Zone ( 2 lane)	Market zone	Mid-block crossing 2 lane	Bus-bay	Curve Treatment	Narrow Bridge
33	Towli Bazar + Tonkay Government Primary School	25.028833593023724, 89.8222963867429		2	1					
34	Dumut Chowasta	25.038567432927887, 89.81870147835086		2						
35	Fulbia Bazar + Slow Road	25.054128475345303, 89.81804289605344		2						
36	Sham Bondhu Mor	25.06463850070729, 89.811319222828634		1						
37	S Curve	25.0597087857648, 89.81466263384424							150	
38	S Curve	25.06035298080018, 89.81347842038421							100	
39	Ambaria Bazar	25.06590948000407, 89.81088892829462						1		
40	Road Bifurcation	25.072731082222527, 89.80444729011008								
41	Bongobondhu More	25.078035696285228, 89.80158482811196						1		
42	Islampur Upazilla Health Complex	25.077587853868778, 89.79903428552747			1					
43	Palthoghali Bridge	25.084628125102673, 89.78849970686341								1



**Jamalpur-Isiampur-Dewanganj-Bahadurabad Ghat Road (R465)**

Sl No	Location Name	Coordination	Major Minor Junction with Opposite-Side Road & Pedestrian Crossing	Major-Minor Junction with Single-Side Road Zone ( 2 lane)	School Zone ( 2 lane)	Market zone	Mid-block crossing 2 lane	Bus-bay	Curve Treatment	Narrow Bridge
44	Dhormokura Gomasthat Mor (Rail Junction + Zilla Road Intersection)	25.096139830375096, 89.78431529959587		1		1				
45	Adjacent to Rail Crossing	25.097537028843828, 89.78004510305765		1						
46	Curve 5	25.0925632096007865, 89.784464041683224								
47	Shahad Major General Khaid Moharof Girls High School and College	25.104364300046678, 89.778252494631			1					
48	Mukharafgori Bazar	25.10915106893842, 89.77383905897957				1				
49	Diplakandi Bazar	25.12193012436895, 89.758812450902								
50	Dewanganj Mohila Technical & BM College	25.128427150769237, 89.759745764192668							150	
51	Union Parishad More (Dewanganj)	25.133974189582453, 89.77435925466041		2						
52	Khorma Bazar, Dewanganj	25.14167184812865, 89.77362524154743		1		1				



**Jamalpur-Islampur-Dewanganj-Bahadurabad Ghat Road (R465)**

Sl No	Location Name	Coordination	Major-Minor Junction with Opposite-Side Road & Pedestrian Crossing	Major-Minor Junction with Single-Side Road Entry	School Zone (2 lane)	Market zone	Mid-block crossing 2 lane	Bus-bay	Curve Treatment	Narrow Bridge
63	Bridge	25.156328543138358, 89.7679669593651								1
64	Sharp S Bend	25.157146276375676, 89.76733879863196							800	
65	Dewanganj Zero point	25.161528471242105, 89.76372573193129		1						
		Others						2		8
<b>Total</b>			2	22	8	8	6	3	2850	12



### Elenga-Bhuanpur (Char Gabsara) Road (R-480)

Sl No	Location Name	Coordination	Major-Minor Junction with Opposite-Side Road & Pedestrian Crossing	Major-Minor Junction with Single-Side Road Entry	School/Zone (2 line)	Market zone	Mid-block crossing 2 (line)	Mid-block crossing 4 (lane)	Narrow Bridge Treatment	Curve Treatment
1	Starting Point of Elenga-Bhuanpur (Char Gabsara) Road	24.33431092363799, 89.92486248475844								
2	Bus Stand Central Mosque	24.334966076635316, 89.9211718884991						1		
3	College More (Shamgul Haque College)	24.33467033976713, 89.92093350333068						2		
4	Elenga Primary School	24.338233807456646, 89.91990408703614						1		
5	Polina Fair	24.34201959725294, 89.92101638095907						1		
6	Elenga Vuarul Rail Crossing	24.349388394473355, 89.92325935773172								
7	Kuchail Govt Primary School	24.36954891269336, 89.93049189040593					1			
8	S Curve	24.370349123353483, 89.93052871534216								150
9	Posra Bridge	24.375267078402306, 89.93468735273487								1
10	Pallima Bazar + Posra Government Primary School + Pallima RKH High School	24.378362628387318, 89.93428252884378				1				
11	Entrance of Existing Road	24.3801122927484, 89.92599259537197								
12	Talhara Government Primary School	24.365512213361086, 89.92452442085349				1				
13	Talhara Bridge	24.385768382337622, 89.92302385138547								1
14	College Gate Bus Stand	24.38883315692432, 89.9218627635147						1		
15	Hazi abul hasim technical & business management College	24.38881295324209, 89.92047101926692						1		



**Eienga-Bhuanpur (Char Gabsara) Road (R-480)**

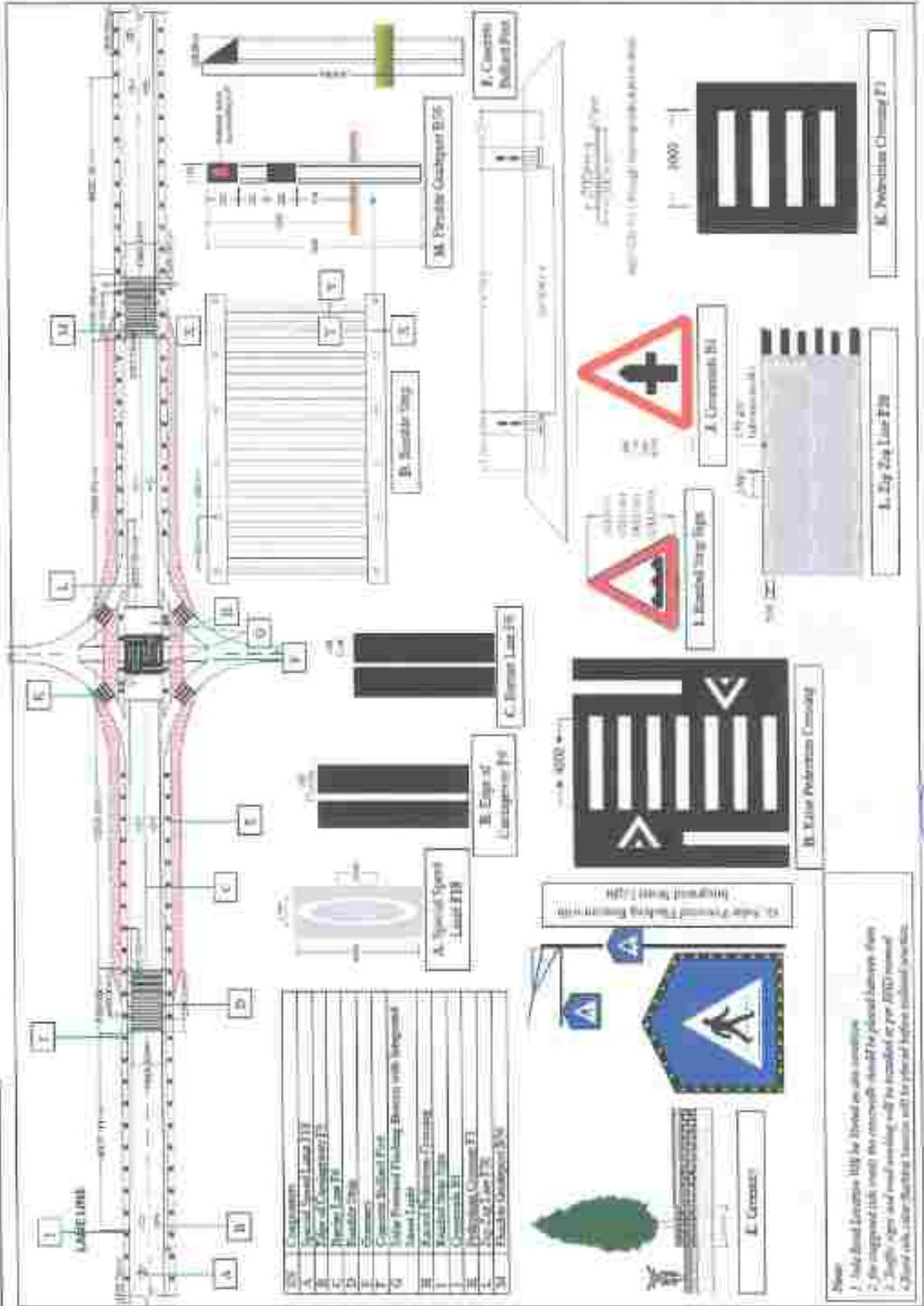
Sl No	Location Name	Coordination	Major/Minor Junction with Opposite-Side Road & Pedestrian Crossing	Major/Minor Junction with Single-Side Road Entry	School Zone (2 line)	Market zone	Mid-block crossing 2 lane	Mid-block crossing 4 lane	Narrow Bridge Treatment	Curve Treatment
16	Narandya Bus Stand	24.4065035252791, 89.91053546594739	1			1				
17	Sharp Bend	24.414617010273265, 89.90244795109517								150
18	Sharp Bend	24.414966105709134, 89.89867640187026								150
19	Singuriya Bazar	24.41968016769703, 89.89350677287781				1				
20	Kagman Para Bus Station	24.438526892760814, 89.88520830542426				1				
21	Kagmani Bridge	24.440224933738926, 89.88498614677353							1	
22	Intersection with Zira Road (Lokerpura-Shalibala Road)	24.450887131700396, 89.87962628676112		1			1			
23	Shalibala Bridge	24.451917857278904, 89.87912811923088							1	
24	Lokman Folir Mohlis College	24.4547237271144, 89.8774963997511					1			
25	Bhuanpur Bus Stand	24.458463942190842, 89.87515307937562				1				
	Others									300
	<b>TOTAL</b>	Length: 17KM (Chainage 0+00 to 17+000)	1	1	2	5	5	5	10	750

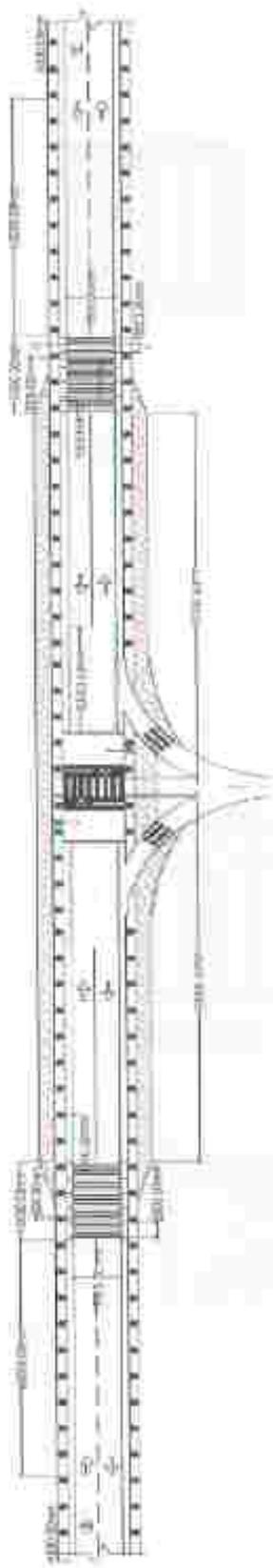


Appendix – 3

Drawings

Design Template 01



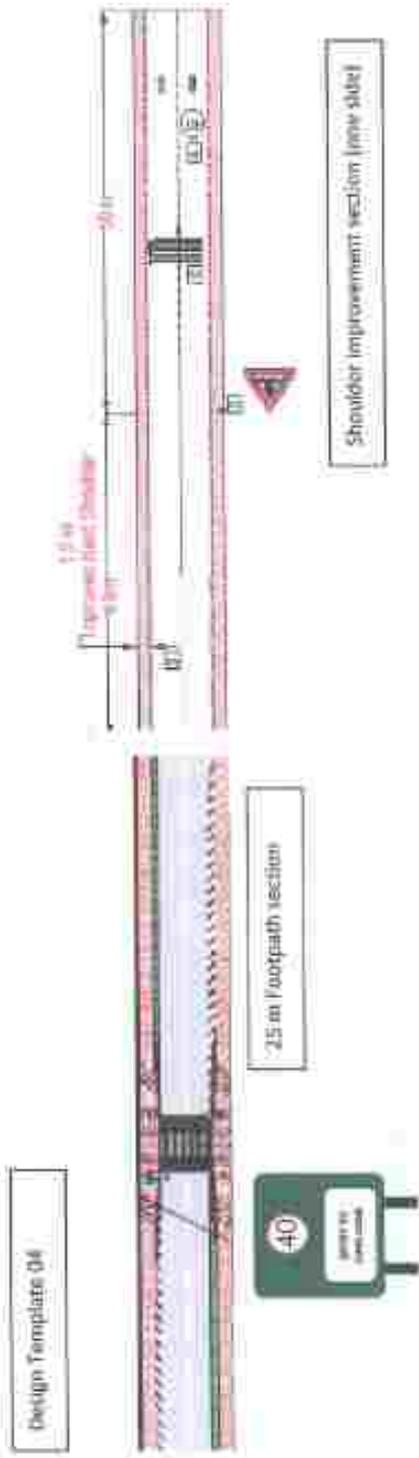


4



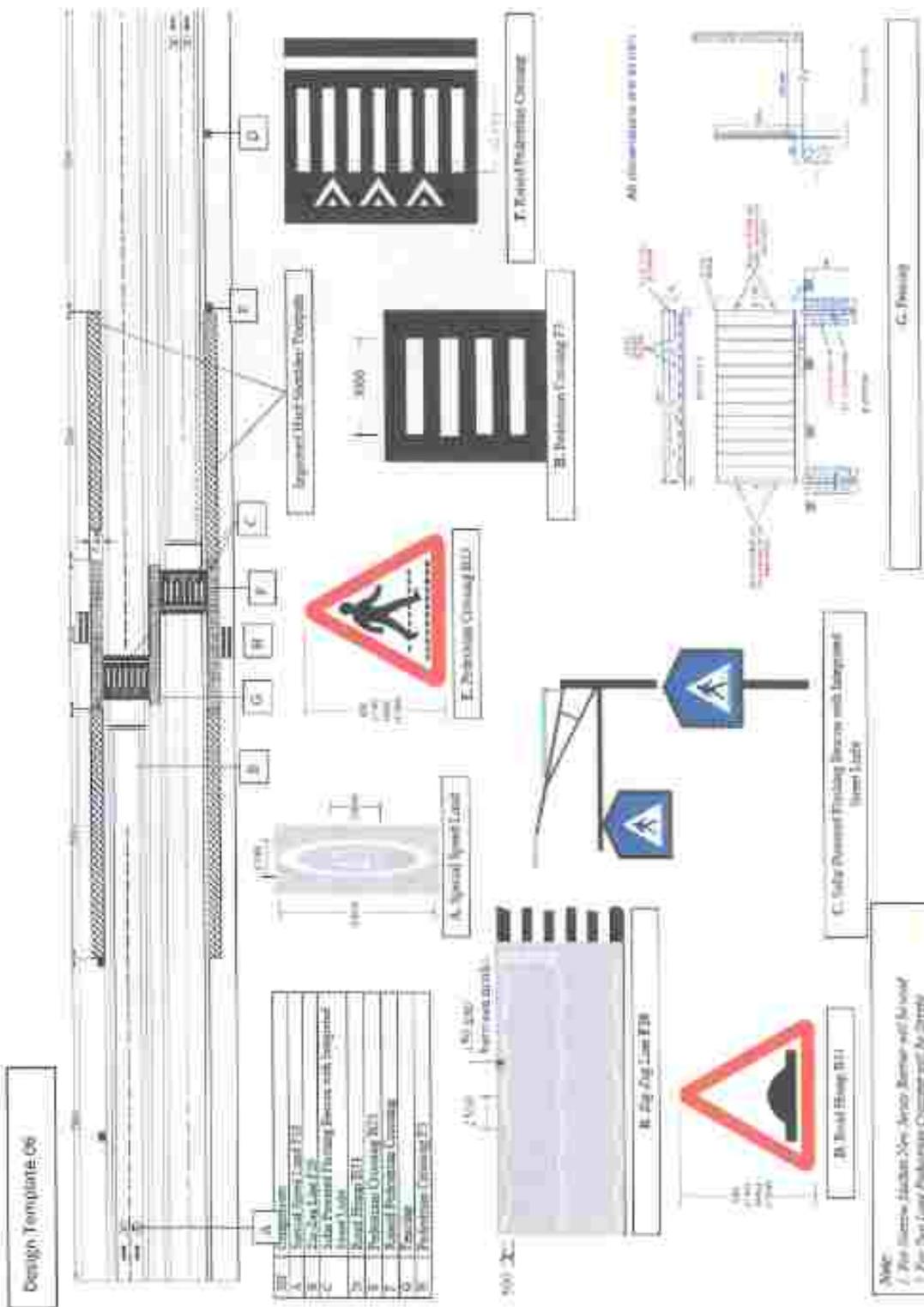


2017

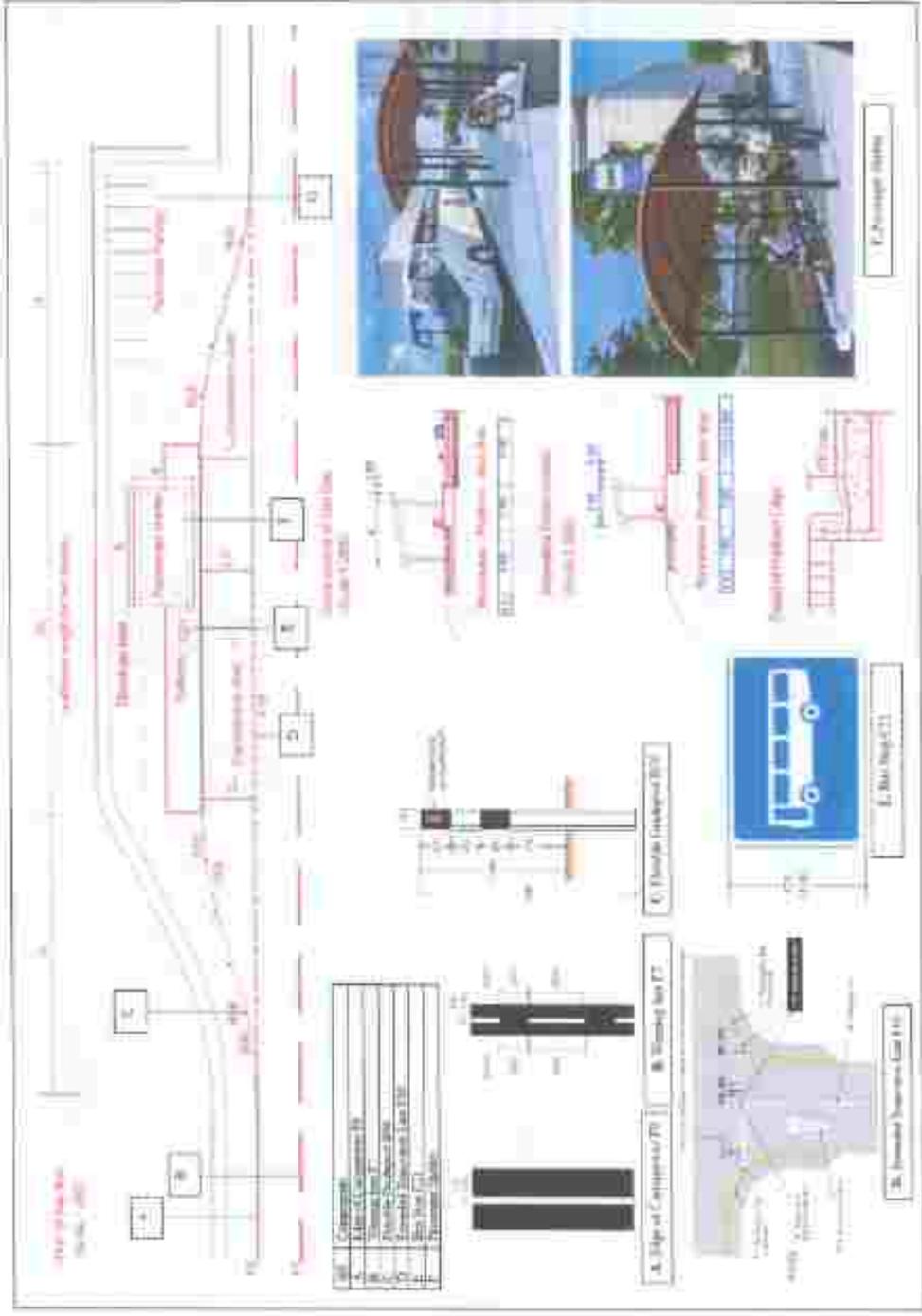


2017 273





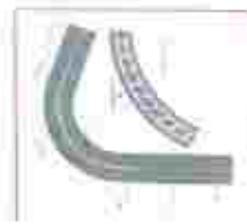
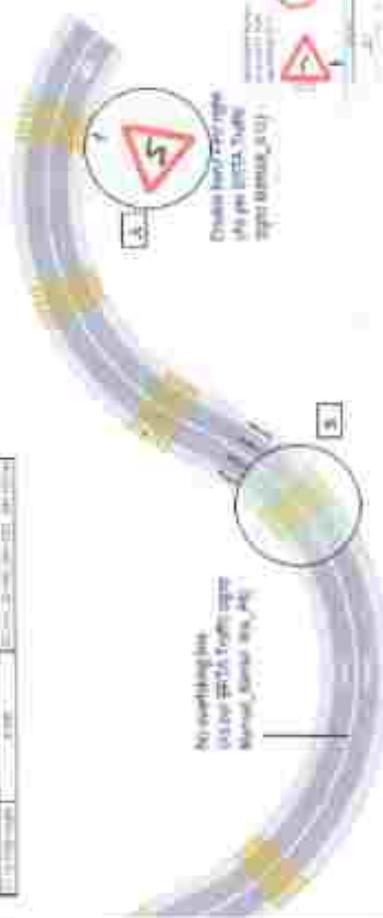
Design Template 07



Handwritten initials or signature.

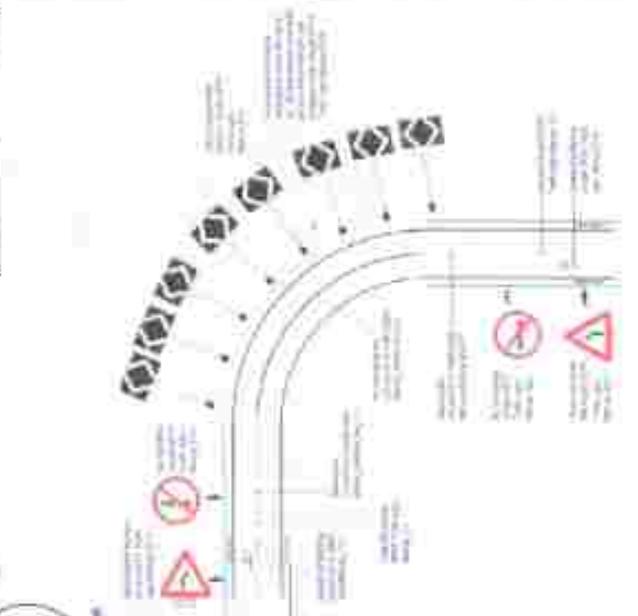
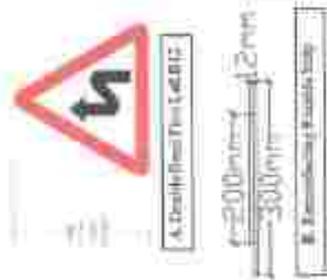
Design Template 06

Parameter	Value	Unit
Design Speed	100	km/h
Design Lane Width	3.5	m
Design Shoulder Width	2.5	m
Design Right-of-Way Width	12	m
Design Clearway Width	12	m



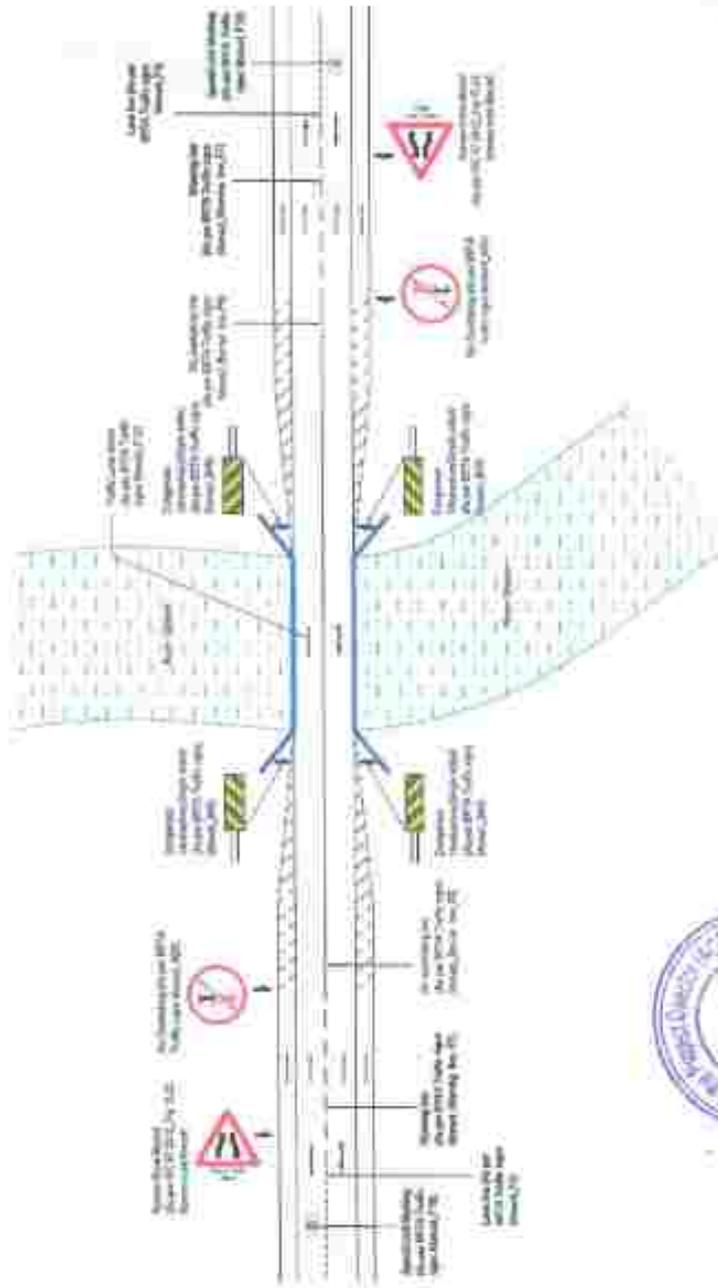
Curve Radius (m)	Superelevation (%)
150	1.5
200	1.2
300	1.0
400	0.8
500	0.7
600	0.6
700	0.5
800	0.4
900	0.3
1000	0.2

Note:  
 1. Curve radius is to be used for design.  
 2. Centerline marking is to be used for design.



Handwritten signature or initials.

Design Template 09



Other treatments throughout the corridor

Speed calming scheme (Source: Asian Highway Design Guidelines)

Major village Market town

Conference Stop

Villages isolated houses

50 (40) 60 (70) 80 (70)

Enhancement of safety level

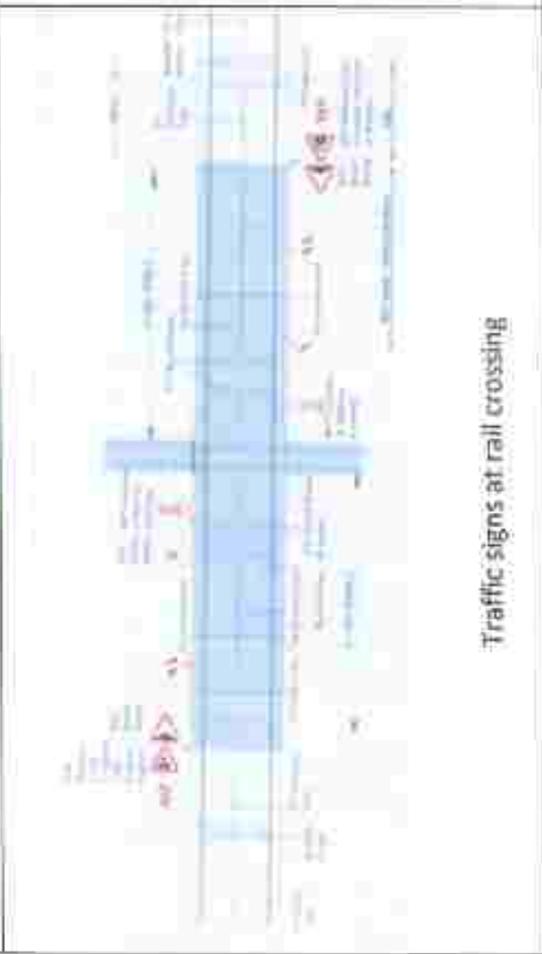
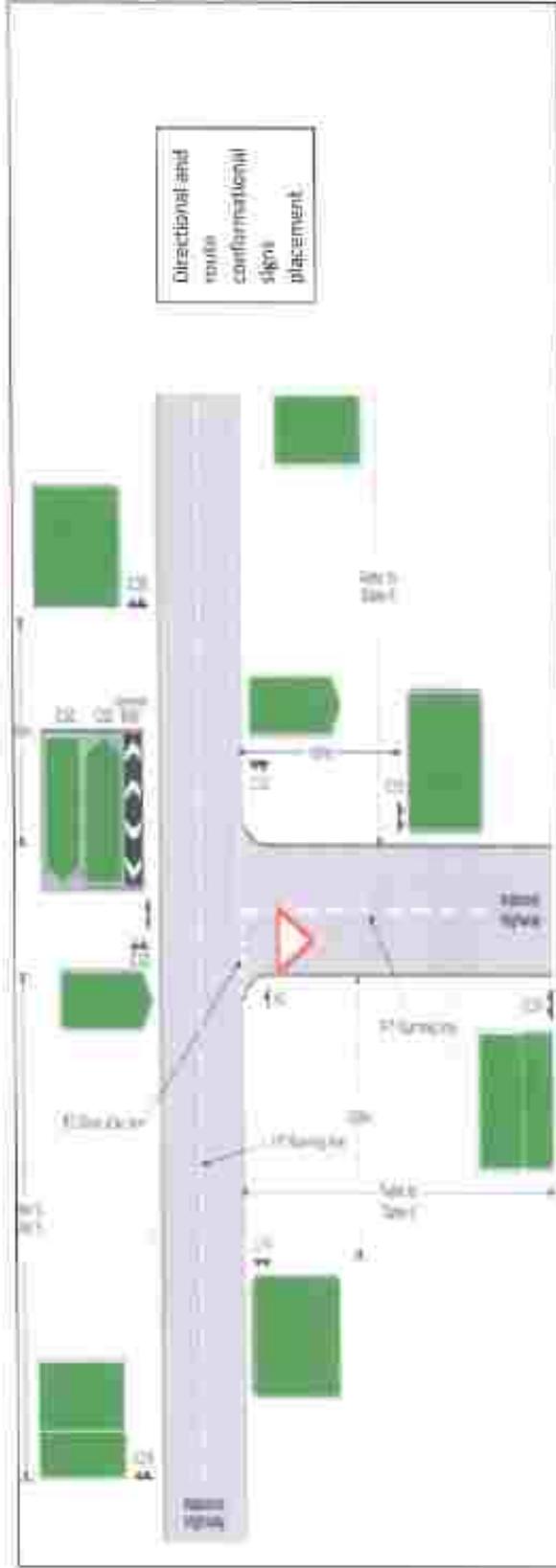
Traffic Calming with Speed Management

Sign placements (Source: RHD Road Safety Nirdeshika)

Sign placements (Source: Traffic Sign Manual, BRTA)

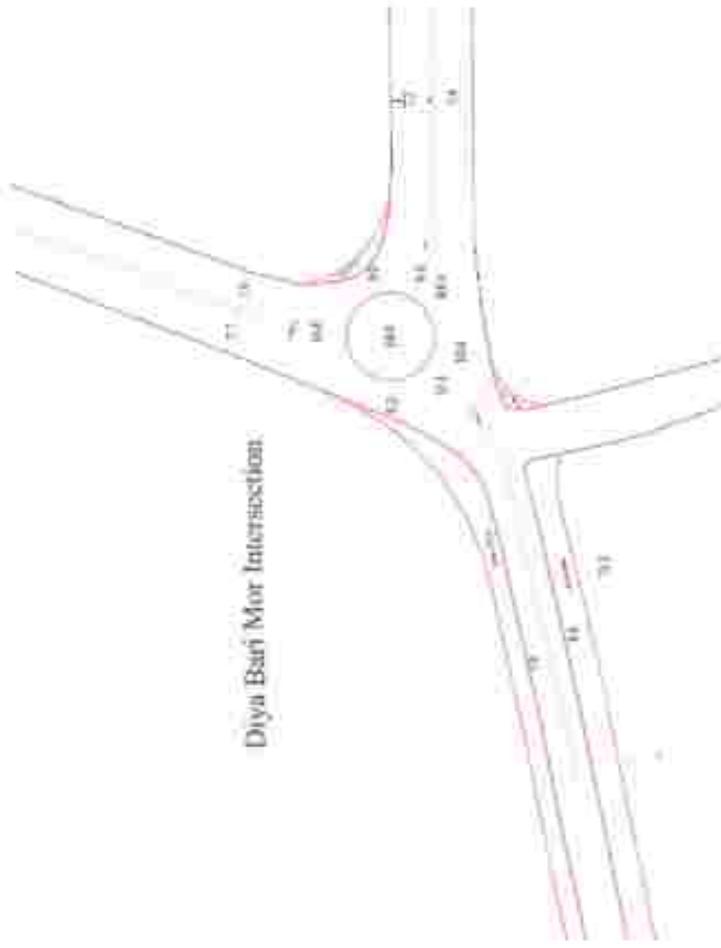
Speed zone transition at outside the core/built-up areas







Specific site Treatment Drawing 10: Diabari Roundabout (N501) Improvement



Diya Bari Mor Intersection.



## Appendix – 4

### ES Screening report

the 1990s, the number of people who have been employed in the public sector has increased in all countries.

There are a number of reasons for the increase in public sector employment. First, the public sector has become an important source of employment for women. In the 1990s, the public sector has become an important source of employment for women in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities. Second, the public sector has become an important source of employment for young people. In the 1990s, the public sector has become an important source of employment for young people in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities.

Third, the public sector has become an important source of employment for people with low skills and low education. In the 1990s, the public sector has become an important source of employment for people with low skills and low education in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities.

Fourth, the public sector has become an important source of employment for people with high skills and high education. In the 1990s, the public sector has become an important source of employment for people with high skills and high education in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities.

Fifth, the public sector has become an important source of employment for people with high skills and high education. In the 1990s, the public sector has become an important source of employment for people with high skills and high education in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities.

Sixth, the public sector has become an important source of employment for people with high skills and high education. In the 1990s, the public sector has become an important source of employment for people with high skills and high education in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities.

Seventh, the public sector has become an important source of employment for people with high skills and high education. In the 1990s, the public sector has become an important source of employment for people with high skills and high education in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities.

Eighth, the public sector has become an important source of employment for people with high skills and high education. In the 1990s, the public sector has become an important source of employment for people with high skills and high education in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities.

Ninth, the public sector has become an important source of employment for people with high skills and high education. In the 1990s, the public sector has become an important source of employment for people with high skills and high education in all countries. This is due to the fact that the public sector is a more stable and secure source of employment than the private sector, and it is more likely to offer flexible working hours and part-time employment opportunities.



**Government of The People's Republic of Bangladesh**

**Bangladesh Road Safety Project (BRSP)**

**Environmental and Social Screening Report (Revised) for  
Package number: WP(RHD)-03-Central Zone  
- N501, R465 and R480**

**April 2025**

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## 1. Project Background

Globally, around 93% of road fatalities occur in low- and middle-income countries (LMICs), with the South-East Asia region experiencing the highest increase in road deaths compared to other parts of the world. In response, the Government of Bangladesh (GoB) has secured financing from the World Bank to implement the Bangladesh Road Safety Project (BRSP). Led by the Roads and Highways Department (RHD) and jointly implemented with the Bangladesh Road Transport Authority (BRTA), Bangladesh Police (BP), and the Directorate General of Health Services (DGHS), the BRSP aims to strengthen GoB's road safety management capacity and achieve a targeted reduction in road traffic injuries over the next decade.

The BRSP applies Safe System principles in two pilot corridors, N4 and N6, addressing road safety holistically across five key pillars: safe users, safe roads, safe vehicles, safe speed, and post-crash care. Under the current civil works package—implemented by the Project Implementation Unit (PIU) of RHD—the primary focus is on improving road infrastructure and introducing speed-calming measures to enhance user safety. Once these interventions are complete, other stakeholders such as the BP, DGHS, and BRTA can more effectively address the remaining pillars—such as speed enforcement and post-crash response—to reduce crash exposure, crash risk, and severity of injuries, ultimately preventing fatalities on the road.

In Bangladesh, national and regional highways represent the highest category of the road network, carrying significantly higher traffic volumes and speeds than other roads. Pedestrians are especially vulnerable on these highways, as drivers often fail to yield when they attempt to cross. Data from the Accident Research Institute (ARI) between 2006 and 2015 shows that 42% of pedestrian casualties occur during road crossings, 29% while walking along the roadside or shoulder, and 19% when standing still. Recent data from the Bangladesh Road Safety Foundation (BRSF) also indicates a severity of motorcycle crashes on highways comparable to those involving pedestrians.

An International Road Assessment Program (iRAP) study in 2013 rated 97% of Bangladesh's major road network as either one- or two-star for pedestrian safety, reflecting insufficient infrastructure for vulnerable road users. Certain types of adjacent land use—such as educational, industrial, and commercial areas—further increase pedestrian crossing volumes, placing students and workers at greater risk when walking to schools or workplaces.

iRAP conducted an investment plan for Cluster 2 – Mass Action Treatment, which included the corridors N501, R461, R465, R612, and R480. The assessment revealed that 96% of these corridors have pedestrian facilities rated below three stars, while 72% are below three stars for vehicle occupants. The proposed interventions, with an estimated cost of BDT 178 crore, were projected to prevent approximately 5,470 fatalities and serious injuries (FSI), yielding a Benefit-Cost Ratio (BCR) of 7.45. The Safer Roads Investment Plan (SRIP) recommended several low-cost countermeasures, such as wide centerlines, improved delineation and signage, curve delineation, roadside barriers, enhanced pedestrian facilities, raised crossings, side-road crossings, school zone flashing beacons, improved sight distances, and traffic calming measures. However, due to limited budget and the need for efficient resource allocation, the Government of Bangladesh and the World Bank jointly decided to reduce the scope of interventions along these corridors.

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## 2. Description of the Sub-Project

The Roads and Highways Department (RHD) subsequently reviewed the corridors analyzed by IRAP and selected priority roads based on factors such as Annual Average Daily Traffic (AADT), current site conditions, and the approach of applying full-length interventions to maximize impact, rather than sporadic treatments across all roads. The finalized roads under this contract package include 12 km of Mirpur Bridge–Dhour Road (N501), 43 km of Jamalpur–Islampur–Dewanganj–Bahadurabad Ghat Road (R465), and 22 km of Elenga–Bhuapur (Char Gabsara) Road (R480), where mass action treatments will now be implemented.

### 2.1 Location of the Sub-Projects

In line with the IRAP findings, the Project Implementation Unit (PIU) reviewed each recommended treatment along with IRAP SRIP identified treatments according to site conditions, consulting experts and stakeholders to refine the designs. Following consensus, some IRAP templates will be applied to the Mass Action corridors, while others have been modified. For example, PwC introduced gateway treatments with traffic calming measures, such as speed humps with flashing beacons, to address sporadic habitation and developments, including residential and industrial areas. However, RHD has observed that speed humps are often misused by pedestrians, potentially creating unintended safety risks. To ensure effective speed management, RHD has adopted a more comprehensive approach by installing rumble strips before entering core built-up areas, implementing road diets to reduce shoulder width, and placing overhead pedestrian crossing signs with flashing beacons over raised speed tables. These measures aim to address the prevalent issue of drivers' unyielding behavior in Bangladesh, ensuring a safer transition between high-speed and low-speed zones while mitigating risks associated with both pedestrian and driver behavior.

The works under this package include safety improvements on total 77 km of Mass action corridors of N501 (12 km of Mirpur Bridge–Dhour Road, Ch: 0+000 km to 12+000 km), R465 (43 km of Jamalpur–Islampur–Dewanganj–Bahadurabad Ghat Road, Ch: 0+000 km to 43+000 km), and R480 (22 km of Elenga–Bhuapur (Char Gabsara) Road, Ch: 0+000 km to 22+000 km).

### 2.2 Proposed Interventions

The interventions will be installed on the hazardous road sections along with the traffic road signs and road markings along the entire corridor of 77 km of Mass action corridors of N501 (Ch: 0+000 km to 12+000 km), R465 (Ch: 0+000 km to 43+000 km), and R480 (Ch: 0+000 km to 22+000 km). Site-specific interventions are placed in **Table 1** and **Table 2**.

**Table 1 : Descriptions of works (pedestrian crossing, footpath, surfacing, NMV lane etc.) in multiple similar sites.**

SL. No#	Sub-Project	Design	Locations	Description of Works
1	Major-Minor Junction with Opposite-Side Road	Template Drawing 01	8 Locations	This design is suitable for locations with an opposite-side road and high pedestrian movement. It also applies to semi-urban areas where one side road is at a lower



SL No#	Sub-Project	Design	Locations	Description of Works
				<p>elevation than the main carriageway.</p> <p>The treated road spans 150-200 meters, featuring separate merging lanes for side roads and diverging lanes for exits. Safety measures include a raised pedestrian crossing, rumble strips, footpaths, road markings, and signage.</p> <p>For National Highway N501, a 150m long, 2m wide raised footpath will be built. On Regional Highways R465 and R480, a 15m long, 1.5m wide raised footpath will improve pedestrian safety and regulate vehicle entry. Additionally, 200 meters of shoulder improvements will enhance safety, considering lower traffic speeds and right-of-way limitations.</p>
2	Major-Minor Junction with Single-Side Road	Template Drawing 02	29 Locations	<p>Ideal for T-junctions where the side road aligns with the main carriageway, ensuring smooth transitions and better visibility.</p> <p>The 100-meter treated road includes traffic calming devices, junction widening, rumble strips, road markings, and signage to enhance safety.</p>
3	Priority T-junction improvement	Drawing 11	1 Locations	<p>For high-importance minor roads, a raised median will channelize traffic, separate opposing lanes, and improve flow. The wider median also serves as a pedestrian refuge, enhancing safety in high-traffic areas.</p>
4	School Zone	Template Drawing 04	12 Locations	<p>Designed for school areas, this 200-meter zone prioritizes traffic calming and pedestrian safety with speed reduction, clear markings, crossings, and signage.</p> <p>A 2-2.4m-wide footpath on both sides is separated by a 1.5m green zone over 100 meters. A road diet tapers the hard shoulder to slow traffic. Key features include a raised pedestrian crossing, overhead signage, flashing beacons, high-friction surfacing, and enhanced lighting.</p> <p>For N501, a 150m raised footpath (2m wide) is planned. On R465 and R480, textured footpaths will be placed within a 20m skid-resistant zone, with 200m of shoulder improvements marked by audible edge markers for cost-effective</p>



SL. No#	Sub-Project	Design	Locations	Description of Works
				pedestrian safety.
5	Market zone	Template Drawing 05	13 Locations	<p>A 3.5m NMV lane on both sides extends 200–400m, with bus bays, lighting, signage, road markings, and a raised pedestrian crossing with an overhead beacon. Fencing separates the main carriageway for safety.</p> <p>For N501, the full NMV lane and footpath are included. On R465 and R480, a 25m raised footpath (1.5m wide) at key crossings and 200m of shoulder improvements enhance safety, considering lower pedestrian volumes and right-of-way limits.</p>
6	Mid-block crossing 2 lane	Template Drawing 06	14 Locations	<p>A raised pedestrian crossing (straight for 2-lane, staggered for 4-lane) with an overhead beacon, crossing sign, rumble strips, and zig-zag markings in peripheral or isolated areas. Speed reduction measures improve driver awareness, traffic gaps, and pedestrian safety, discouraging jaywalking. Footpaths or hard shoulders will be included as per site conditions.</p>
7	Mid-block crossing 4 lane	Template Drawing 07	5 Locations	
8	Bus-bay	Template Drawing 08	23 Locations	<p>A 65m x 3.5m bus bay in market zones includes a 3.5m NMV lane, NMV parking, passenger shed, signage, signals, and markings. It keeps buses off the main road, improving safety and traffic flow.</p> <p>Implemented on N501, but omitted on R465 &amp; R480 due to right-of-way limits and lower traffic demand.</p>
9	Curve Treatment	Template Drawing 09	5100 Meter	<p>Pavement widening, rumble strips, chevron signs, edge markings, and W-beam barriers enhance safety on sharp curves, especially near hazards.</p> <p>These measures reduce speed, improve visibility, and prevent run-off crashes, particularly at night.</p>
10	Narrow bridge treatment	Template Drawing 10	22 Locations	Warning signs, road markings, and no-overtaking signs will channelize traffic, enhance visibility, and improve safety at narrow bridges, reducing crash risks.
11	Specific site Treatment Diabari Roundabout (N501) improvement	Drawing 11:	1 Location	Key improvements include better lane markings, signage, pedestrian crossings, wider shoulders, and dedicated non-motorized vehicle lanes. Traffic calming measures, including speed limits and improved lighting, will further enhance



SL No#	Sub-Project	Design	Locations	Description of Works
				safety for all road users.

Table 2: The civil works include:

Intervention type	Nos of sites/ length)	N501 Amount	R465 Amount	R480 Amount	Total	Comment
Minor works (pedestrian crossing, footpath, surfacing, NMV lane etc.) in multiple similar sites.						
Major-Minor Junction with Opposite-Side Road Template Drawing 01	No	5*	2	1	8	*One sided treatment
Major-Minor Junction with Single-Side Road Template Drawing 02	No	6	22	1	29	
School Zone Template Drawing 03	No	2	8	2	12	
Market zone Template Drawing 04	No	0	8	5	13	
Mid-block crossing 2 lane Template Drawing 05	No	3	6	5	14	
Mid-block crossing 4 lane Template Drawing 06	No	0	0	5	5	Footpath 1400m
Bus-bay Template Drawing 07	No	10	3*	10	23	NMV lane not included
Curve Treatment Template Drawing 08	Meter	1500	2850	750	5100	
Narrow bridge treatment Template Drawing 09	No	0	12	10	22	
Specific site Treatment Drawing 10: Diabari Roundabout (N501) improvement						
Specific site Treatment Drawing 11: Birulia bridge site Priority T-junction improvement						

Note: Other treatments for signs, markings, and beacons throughout the corridor

### 3. Environmental and Social Screening

The Environmental and Social Commitment Plan (ESCP) outlines the requirement of site specific environmental and social (E&S) screening of works package (subproject), to identify potential E&S issues and public concerns and determine the level of E&S analysis of the subproject. In preparing the specification for E&S requirements, the Project Environmental and Social Framework (ESMF) along with the Stakeholder Engagement Plan (SEP), Labor Management Procedures (LMP) and Resettlement Policy Framework (RPF) – together referred to as ESMF – were followed in addition to the relevant national laws and Good International Industry Practices (GIIP). The E&S requirements have been prepared in a manner that do not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract.

This report has been prepared based on information collected through visiting the selected sites and filling out the E&S screening form, as appended at Annex-C of the Project ESMF. The screening data and information including screening summary for three subprojects have been shown in Appendix-1, Appendix-2 and Appendix-3 respectively.



### 3.1 Environmental and Social Impact

The sub-project interventions include some minor works (pedestrian crossing, footpath, surfacing, NMV lane, etc.) in multiple similar sites (Table 1 & Table 2).

Key environmental risks are associated with construction works, which may include air pollution due to dust emission, surface water pollution from construction debris, and Occupational Health and Safety (OHS)-related issues. The movement of high-speed vehicles on the highways where civil works will be in progress would pose an additional safety concern for workers. Labor influx associated with the civil works contracts on the highway corridors may induce issues of community health and safety (CHS).

As per the proposed design, no land acquisitions will be required for construction. All proposed sites will be constructed on the existing Right of Way (RoW). The lands are also available for stores and contractors' site offices. However, some non-titled people (squatters) who are living or doing business on existing RoW are partially or fully affected. Tentatively, commercial structures: partially—190, fully—50; residential: more or less 30 (partially/fully); community structures (mosque): 7 (partially/fully) will be affected. The affected list will be finalized while preparing the RAP before construction started. As there will be no land acquisition, private trees and crops will not be affected. It might be that some trees on the existing RoW (owned by the RHD/Government) will be cut down, subject to maintaining the prevailing rules and regulations. There is no need for the construction of a resettlement site for the sub-project affected persons (PAPs) in these sub-projects. No such heritage is found within the sub-project area, and no Indigenous People (IP), like ethnic minorities or tribal people, will be affected by the sub-project. The proposed sub-project intervention is not expected to generate any significant negative social impact. The involvement of relevant stakeholders in the sub-project's implementation process will help to build a sense of belonging within the community.

### 3.2 Labor Management

Workforce (size of workforce will be mentioned in the ESIA) are expected to come from the local community who belong to same socio-economic, cultural, religious and demographic background except the skilled/technical workforce. Based on consultations with local stakeholders, contractors need to hire skilled workers from outside the sub-project area. Therefore, due to only a small percentage of the workforce being from outside, the possibility of any conflicts within the workforce is low. It has been reported in consultation that women's participation in construction work is very limited. Due to female labor force participation being low, GBV/SEA/SH training at the work sites will be ensured before the start of construction work to avoid any conflict with male workers.

### 3.3 Traffic Management

The construction contractor will also ensure both pedestrian and vehicles traffic management is smoothly operated by providing maintaining traffic control system during the construction work. Traffic management plan, for each of the intervention areas, will be prepared before commencement of site level work.



### 3.4 Monitoring System

The Project Assistance Consultants (PAC) is overall responsible for the project's implementation through the PIU. These stakeholders will be responsible for monitoring the progress of all aspects, determining any significant impacts that are raised and suggesting any actions to be taken to address adverse impacts. There will be designated person from construction contractor who will be looking after the Social Safeguard issues at sub-project location and report to the concerned authority. Field level data will be collected on a regular basis to check the progress on whether sub-project activities on track or not.

### 3.5 Grievance Redress

BRSP has established a two tier GRM where a local level Grievance Redress Committee (GRC) led by the Local People's representative and members from the Design and Construction Supervision Firm is responsible for each sub-project site. A grievance register will be maintained at the respective sub-project location. Community members are encouraged to present any complaints to local level GRC and women are encouraged to complain at their place of convenience, which are given to the GRC to resolve.

### 3.6 Institutional Arrangement

The PAC is overall responsible for the project's implementation through the PIU. PAC will also arrange disclosure & orientation program regarding labour safety/ GBV training before the start of construction work where Social Management Specialist of PIU will play advisory role. They will be responsible for monitoring the progress of all aspects, determining any significant impacts that are raised and suggesting any actions to be taken to address adverse impacts. There will be designated person from construction contractor who will be looking after the Social Safeguard issues at sub-project location and report to the concerned authority. Field level data will be collected on a regular basis to check the progress on whether sub-project activities on track or not.

## 4. Environmental and Social Management

### 4.1 Mitigation and Management Measures

Considering the environmental settings of the sub-project area, it can be assumed that possible impacts would be largely construction-related, and could be addressed through adoption of good engineering practices, good housekeeping, better *in-situ* construction materials management, and observance of health and safety protocols during the implementation period.

A general view of current environmental conditions of individual sub-project in relation to interested queries has been congregated in order to understand the degree of impacts corresponding to safety interventions. A picture of relevant impacts and mitigation measures are placed in Table 3.



**Table 3: Key Environmental Impacts and Mitigation Measures**

SL. No #	Sub-Project activities giving rise to impacts	Mitigation measures to control environmental/ social impact from:	Measures / Method
A	PRE –CONSTRUCTION		
1	Include climate change adaptation measures in design	Risk of increased erosion and damage to road infrastructure	include adaptation measures
2	Site clearance, digging, excavations	Discovery of cultural historical property	Stop work order
		Removal of trees and green cover	After compensation
3	Mobilization of contractor	Social disruption	Consultation
		Health & safety management	Observation & consultation
		Spread of communicable diseases	Pre-construction - check records
4	Pre-work survey	Prepare construction ESMP (CESMP)	Site survey following the engineering design
B	CONSTRUCTION		
1	Operation of construction equipment	Emissions & dust from plant & materials	Visual inspection, complaints
2	Works adjacent to water bodies	Erosion & physical changes to river bed & culverts and other areas.	Check design, visual observation consultation with users
3	Sourcing of materials	Emitting GHGs, against adaptation and mitigation to climate change	Visual inspection; review of material specification and rehabilitation
4	Spoil disposal, discarded macadam pavement	Impacts to habitats & water courses	Visual inspection
5	Clearing, cut & fill activities, embankments; Stockpile and staging areas lead to loss of land	Soil erosion & sediment contamination of rivers & turbidity.	Visual inspection
6	Run-off, discharges, generation of liquid wastes	Impacts on water quality.	Visual inspection
7	General activities - solid & liquid waste arising	Uncontrolled unmanaged waste disposal	Visual inspection
8	Use of hazardous materials	Spillage, leakage, accidents	Inspection of storage & review emergency response plan.
9	Accidental damage to existing services	Interference with existing infrastructure: water supply, power, telecommunications.	Plan with utility providers and avoid / reprovision.
10	Activities outside road encroaches habitats.	Workers poach animals, eggs feathers gather fuel wood & impact habitats.	Inspections, camp & work sites check food supply, re-vegetation.



SL. No #	Sub-Project activities giving rise to impacts	Mitigation measures to control environmental/ social impact from:	Measures / Method
11	Accidental impacts historical / cultural sites	Impacts on PCR or cultural property sites	Stop work & dealt appropriately
12	Noisy construction plant and equipment	Impacts community & workers.	Consultation; review work schedule, GRM register.
13	Vehicle parking, traffic safety and access to people's land	Traffic disruption & safety affected	Inspection, review traffic management
14	General work activities	Worker health and safety risks	Inspection, review H&S Plan
15	Presence of construction workers.	Disruption, or antagonism, communicable diseases & community health	Inspection, review contractor staff management As required;
16	Site office, water use & electricity supplies.	Stress on existing resources and infrastructure	Consult with villages along road
17	Loss of income and livelihoods due to involuntary displacement	Cutt off date declaration Affected list finalization	Identified PAPs will be compensated and relocated following the approved RAP
18	Grievances (if any)	Formation of GRM and site-specific GRC committees	Execute GRS at sub-project site
19	Relocation of Common Property Resources.	Consultations	Will follow the best practices for relocating as per RAP
20	Labor management	Training and awareness on Labor rights	Labor Management Procedure Execute GRC
21	GBV/SEA/SH issues	Training and awareness on GBV/SEA/SH issues	As per GBV/SEA/SH procedures and Execute GRC at sub-project site
C	OPERATION PHASE		
1	Operation of vehicles creating emissions	Emissions increase locally	Visual inspection & complaints;
2	Routine and ongoing maintenance	Blocked drains; gravel repair materials	Routine maintenance records;
3	Drainage	Alteration of natural flood cycles	Monitor wet periods. Review floods
4	Run-off from road	Loss of soils and water quality in rivers and near shore areas	Routine maintenance
5	Climate change issues	Unexpected and costly failure of road infrastructure & Depletion.	Visual; Review rainfall & flooding
6	Easy access to previously difficult to reach areas	Social crime increases	Monitoring & consultations
7	Increased traffic	Noise, nuisance, accidents	Monitoring and evaluation, data collection
8	Spread of communicable diseases	Roads act as pathway for spread of communicable	2 x a year for 3-year, mid-term and post-evaluation. Consultations with villagers.



SL. No #	Sub-Project activities giving rise to impacts	Mitigation measures to control environmental/ social impact from:	Measures / Method
		diseases such as HIV and STIs	Review health records (STI data)
9	Any other	Unintended or unanticipated impacts	As above, as required

#### 4.2 Important Activities for Environmental and Social Management

In consideration to the above-mentioned environmental impacts and their mitigation measures, some important activities have been listed (Table 4) for ensuring Environmental and Social Management works.

**Table 4: List of important activities for ensuring Environmental and Social Management**

SL #	Description of Work	Unit	Qty
<b>A</b>	<b>Environmental Management</b>		
1	<b>Prepare site specific environment and social management plan</b> (One for each site in three volumes)	No.	3
2	<b>Establishment of temporary labor camp</b> (separately for male and female) with standard living arrangement (adequate ventilation, lighting, furniture, cleaning, bathing, washing, water storage facilities, kitchen, dining space, space for prayer, separate labor shed/rest room and toilets for female etc.), drinking water facilities, cooking arrangement, mosquito net, waste bins, disposal of waste water facilities and other facilities as per requirement)	No	3
3	<b>Dust suppression measures</b> (by water spraying throughout the construction period in and around the project site, uncovered aggregates and loose materials such as stockpiles of the sand, excavated earth, construction wastes etc. and overall construction works as per requirement)		
4	<b>Worksite wastes disposal facility during the construction period</b> (collection, transportation, and dumping of the wastes at designated dumping site preferably at City Corp. (separate bins bio-degradable, non-biodegradable, and hazardous waste disposal facilities)		
5	<b>Providing safety gear packages</b> (like hand gloves, spectacles for eye protection, helmets, ear plug, masks, visible jacket, safety shoes)		
6	<b>Prevention of the spillage and leakage of the polluting materials</b> as per direction of Engineer in Charge (EC)		
7	<b>First aid box with necessary accessories and medicines</b> (contractor will provide necessary medicines, saline, sufficient gauze, bandage, antiseptic cream, etc. as per requirement during entire construction period)		
8	<b>Prevention of the spillage and leakage of the polluting materials</b> as per direction of Engineer in Charge (EC)		



SL #	Description of Work	Unit	Qty
9	Construction of temporary earthen drain and its maintenance (to drain out the surface water during rains, to avoid water stagnant in the whole construction site as per direction of EC)		
<b>B</b>	<b>Providing and Maintaining Adequate Potable Water Supply and Sanitation Facilities at Work Site</b>		
1	Adequate supply of potable water, through installation of Deep Tube Well (including pump, delivery pipe and water reservoirs).		
2	Worksite sanitation facilities (separate for male and female)		
<b>C</b>	<b>Environmental and Social Enhancement Measures</b>		
1	Cautionary signs (Plane sheet size 2 ft * 3 ft, Background color of the plane sheet- White, Font-aerial & bold with black color text, Font size at least 50 or bigger size to make it visible from at least 200m distance) as per direction of EC		
2	Traffic control measures and accident control following TMP		
3	Provision of the site and campsite cleanliness, fogging		
4	Maintenance and cleaning of the equipment, machinery and vehicles to be used in the construction activities		
5	Arrangement of stockpile sites through proper fencing around for storing construction materials		
6	Overall work environment and safety-maintaining safety at construction site, through hanging red tape (at very protective sites) and yellow tape (at moderately protected places) around the construction work places to ensure safety for the workers especially for safe movement facilities as per direction of EC		
7	Engagement of a Occupational Health Safety Officer/ Site Safety Officer/Environmental Compliance Officer/		
8	Public consultation and information disclosure- prior to start site works, local residents and establishments, local authorities and other stakeholders who are likely to be affected by the project shall be informs on the construction schedule and activities, potential environmental and social impacts and mitigation measures through public consultation in the affected area		
9	Awareness building program for the contractor and the workers on overall Environmental and Social Management including minimization of the labor influx impacts and efficient workforce management and efficient use of PPE and natural resources like water, electricity, gas, diesel, etc. (100 person-day)		
10	Awareness building program for the host community by engaging local NGO for minimizing risks associated with labor influx in host community (conducting workshops, distribution of leaflet, poster, campaign etc.)		
11	Provision of the vaccination program (Hepatitis A and B, rabies, tetanus, diphtheria, polio, typhoid, influenza, pneumonia etc.) for the workers and site staffs to be involved in the project activities by		

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SL #	Description of Work	Unit	Qty
	engaging local NGO for minimizing risks associated with vector borne, water borne and infectious diseases as per requirement		
12	<b>Provision of recreation facilities-indoor and outdoor sports</b> like badminton, volleyball, Keram, cricket, football twice in a year		
13	<b>Installation of the waste bins</b> following design at various strategic points as per direction of EC (location will be finalized prior to the installation of waste bins)		
14	<b>Green vegetation cover:</b> Plantation with trees and herbs		
<b>D</b>	<b>Environmental Monitoring-Analytical activities during Construction Period</b>		
1	<b>Air quality</b> (SPM, PM2.5, PM10, CO2, SOx and NOx) measurement. (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase-24 hours continuous monitoring with the help of appropriate instruments and analyzers)	No.	24
2	<b>Noise and vibration level measurement.</b> (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase)	No.	24
3	<b>Drinking water quality parameters</b> -ground water/supply water to be used as drinking water (pH, Color-true or apparent, turbidity, total hardness, Cl, TDS, Mn, As, Fe, TC, FC) measurement. (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase)	No.	24
4	<b>Surface water quality parameters</b> - waste water to be generated from the construction activities- (pH, TDS, DO, COD, BOD5, Color-true or apparent, turbidity, total hardness, Cl, TDS, Mn, As, Fe, TC, FC) measurement. (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase)	No.	24
5	<b>Soil quality parameters:</b> physico-chemical parameters pH, Texture, TOC, Nitrogen, Potassium, Phosphorous, etc. (Twice a year by a recognized environmental survey company/ public institute/ university during construction phase)	No.	3
<b>E</b>	<b>Social Management</b>		
1	Gender Sensitization on GBV/SEA/SH: Refresher's training of all the staff on Gender-Based Violence /Sexual Exploitation and Abuse/Sexual Harassment at each site and PIU	No	3
2	Training on Gender-Based Violence / Sexual Exploitation and Abuse: Training to all staff at the worksite on Gender-Based Violence /Sexual Exploitation and Abuse/Sexual Harassment	No	10
3	SEA/SH Conference: The Employer shall organize after the constitution of the DAAB and prior to the commencement of any physical work. The SEA/SH orientation conference shall be attended by the Contractor, its Subcontractors, the Engineer, the DAAB members and all other relevant persons. The objective of the SEA/SH orientation conference shall be	No	1



SL #	Description of Work	Unit	Qty
	to ensure a common understanding of all SEA contractual requirements and remedies		
4	Awareness-raising training programs for communicable diseases: such as HIV/AIDS and Hepatitis A&B	No	3
5	Training program on overall Labor Management Procedures: for the stakeholders and workers	No	10
6	Community and stakeholder engagement: Community and stakeholder engagement through stakeholder consultations and focus group discussion meetings on road safety issues	No	120
7	Awareness program on Grievance Redress Mechanism (GRM) at each work site	No	120
8	Implementation of GRM for workers: Implementation cost of GRC decisions which is not covered by the Insurance (Maximum Tk 18,000/Case)	LS	-
9	Preparation and implementation of Resettlement Plans	No.	2

#### 5. Stakeholder Consultations and Information Disclosure

Stakeholder consultation has been taken up as an essential part of ES screening process of the sub-project. Consultation is a process that involves interacting with relevant stakeholders to inform them about the sub-project. Involving stakeholders in the process will ensure that the opinions and concerns of various groups are taken into account to facilitate a smooth execution of project.

During the site visit some focus group discussion (FGD) meeting have been conducted at N501, R465, R480 refer to **Table 5**, to know the perceptions, views and expectations from the stakeholders. The PAPs, local individuals, students, pedestrian, road users, committee of the common resources properties (CPR), local government representatives and civil society members at the Specific sites were participated in the survey process and consultation meetings. The key outputs of stakeholder consultation meeting are;

- Enhance their sense of belonging in the proposed sub-project
- Identifying unavoidable adverse impacts and ensure effective mitigation measures
- Grievance redress procedure during construction period
- Following labor laws strictly, including recruitment of child labor, adequate code of conduct for labor, wages; avoiding discrimination between male and female workers etc.)
- Engagement of wages labor both male and female labor including site security and facilities
- Ensuring that GBV/SH/SEA is not occurring at the work site
- Effective coordination will be created between the stakeholders and the implementing agency
- First-aid boxes at the proposed sub-project site
- Training for concern stakeholders regarding social safety & security, traffic management, labor influx, among others avoiding and minimizing adverse social impacts for the site selection, design and construction



**Table 5: Consultation Meeting and Survey with the Stakeholders**

Location	Date	Method	Participants	Issue discussed
At Diabari Ghat, Birulla Bus stand, Diabari Mor In Mirpur Bridge-Dhour Road (N501)	13 <sup>th</sup> March 2025	FGD	With male and female road users, (pedestrians, students, roadside businessmen, motorcycle drivers, truck drivers, bus drivers, etc.)	The nature of interventions, impact during project, environmental issues, resettlement provisions, PAPs and CPRs, sub-project benefits, survey etc.
At Tangail Vuapur (Vuapur bustand, Palima Bazar, Narandi in Jamaipur-Islampur-Dewanganj-Bahadurabad Ghat Road (R465),	16 <sup>th</sup> March 2025	FGD	Do	Do
At Kompur Chattar, Defia Mor, Deyanganj Zero Point in Elenga-Bhuapur (Char Gabsara) Road (R480)	17 <sup>th</sup> March 2025	FGD	Do	Do

Besides these consultations, additional consultations will be carried out during implementation with the residents who reside along the vicinity of the sub-project site, residents will be briefed about the sub-project, purpose and design and outcomes via a documented community consultation session, the community consultation session will be organized immediately after the contractor is mobilized and the contractor will take note of all impacts, especially safety hazards that will be of concern to the residents and take necessary measures as stipulated in the ESMP to mitigate them. The contractor will maintain a log of any grievances/complaints and actions taken to resolve them.

## 6. Conclusion

The overall ES impact of sub-project implementation has been assessed Substantial. It has been observed that substantial ES Impact associated with present environmental situation and proposed interventions. The proposed intervention is not expected to generate any significant negative social impact.

The involvement of relevant stakeholders in the sub-project's implementation process will help to build a sense of belonging within the community. Furthermore, establishing and maintaining an effective Grievance Redress Mechanism will enable any affected parties to present their issues and gain equitable solutions to their problems by impartial hearing. Issues of social safety are important during the construction period. Before starting construction work, the stakeholders need to be engaged for orientation course on necessary awareness, motivation and proper compliance with their assigned responsibilities. RAP will be prepared following the ESMF of World Bank. The PAPs will be consulted and compensated before construction started. Labor Management Procedures has to be prepared for the mitigation of problems if any arise during the construction period.





### Appendix-1 Environmental and Social Screening of Sub-Project

<b>Subproject Name:</b>	Roads and Highways Department
<b>Implementing Agency</b>	The works under this sub-project include safety improvements of N501 (12 km of Mirpur Bridge-Dhour Road, Ch. 0+000 km to 12+000 km).
<b>Subproject Location</b>	BDT 63.75 Crore
<b>Estimated Investment</b>	24 Months from the starting
<b>Start and Completion Date</b>	

#### Sub-project Description and Key Activities:

Name of the sub-project	Type of Intervention/s	Key stakeholders	Brief description of the design
Bangladesh Road Safety Project	The sub-project interventions include some minor works (pedestrian crossing, footpath, surfacing, NMV lane, etc.) in multiple similar sites of 26 selected locations	Road users (Pedestrian Drivers), RHD, BRTA, BP, DGHS	Key safety treatments, including central hatching, footpaths, sight distance improvements, and roadside hazard clearance, central median barriers, delineation, signage, pedestrian fencing, refuge islands, school zones, and traffic calming.

Sl No	Screening criteria	Response to the Question			E3 Impact				Remarks	
		Yes	No	No impact	Positive Impact	Low	Moderate	Substantial		High
<b>ESS-1: Assessment and Management of Environmental &amp; Social Risk and Impacts</b>										
1	Does the subproject carry risk that disadvantaged and vulnerable groups may have inequitable access to project benefits?	V		V						



Sl. No	Screening criteria	Response to the Question		ES Impact					Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact				
						Low	Moderate	Substantial		High
2	Will the project contribute to any long-term significant adverse (negative), large scale, irreversible, sensitive impact at a regional scale or area broader than the project sites?	V						V		
3	Whether accessibility of differently able people have been made in the project design?	V			V					
<b>ESS-2: Labor and Working Conditions</b>										
4	Does the subproject involve recruitment of workers including Direct workers, Contracted workers, Primary supply workers, Community workers?	V						V		3 Different categories of workers will be required for subproject interventions.
5	Will there be migrated labor in the project?	V						V		4 There will be a need for migrated workers for specific functioning of subproject activities.
6	Will there be any labor camp for the accommodation of the labor?	V						V		5 There will be a need to establish labour camp.
7	How severely the OHS of the workers can be impacted by the project activities?	V						V		6 Construction activity and construction sites carry inherent risks for workers.
8	Is there possibility of employing vulnerable categories of		V	V						7

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Sl No	Screening criteria	Response to the Question		ES Impact						Remarks		
		Yes	No	No Impact	Positive Impact	Negative Impact			High			
						Low	Moderate	Substantial				
	workers including women, child labor?											
9	Does the project area present considerable Gender-Based Violence (GBV) and Sexual Exploitation and Abuse (SEA) risk?	✓				✓						The sub-projects will be in different locations, and major civil works will only be in 6 locations in the existing RoW. Most of the locations will have road safety-related minor civil works.
10	Is there possibility that activities and deployment of labor would add to the GBV prevalence?	✓				✓						
11	Will the activities cause interaction between labors and communities in view of COVID19 situation?	✓				✓						
12	Is there any potential for conflict between construction workers and local peoples (and vice versa)?	✓				✓						
13	Does the subproject have a Labor GRM in place, to which all workers have access, designed to respond quickly and effectively?	✓			✓							
<b>ESS-3: Resource Efficiency and Pollution Prevention and Management</b>												
14	Will the activities use or generate substances that will cause pollution of water bodies (groundwater/surface water) during the construction or use	✓								✓		During construction, both surface water and groundwater are at risk of contamination. Construction



Sl No	Screening criteria	Response to the Question		E5 Impact					Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact				
						Low	Moderate	Substantial		High
15	In case the sub-project is located by the side of a river, is there any drinking water source at upstream and downstream of the project location which can be affected?	Y						Y		campus are major source surface water contamination.
16	Are there any low-lying areas prone to water logging/flooding due to project activities?	Y						Y		
17	Is there necessity of substantial removal of Top Soil?	Y						Y		
18	Will the project / any of its component might contaminate or pollute the land?	Y						Y		
19	Will the project result in stagnation of water flow or porridge or weed growth	Y					Y			
20	Will the project use or store dangerous substances (e.g., massive quantities of hazardous chemicals/ materials like Chlorine, Diesel, Petroleum products, any other?	Y						Y		
21	Will the project produce solid or liquid wastes, including construction/demolition wastes (including de-wrecking	Y						Y		



Sl No	Screening criteria	Respond to the Question		ES Impact						Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact					
						Low	Moderate	Substantial	High		
	wastes, muddy/silt, dust); polluted liquids?										
22	Will the project cause or increase air pollution or odor nuisance?	✓						✓			
23	Will the project cause or increase noise pollution or vibration level?	✓						✓			
24	Is there any potential for release of toxic gases or accident risks (e.g., potential fire outbreaks)?	✓						✓			
<b>ESS-4: Community Health and Safety</b>											
25	Will the project result in Health & Safety Risks in the neighborhood?	✓								✓	
26	Is there possibility of potential disruption to common property, accessibility, traffic system etc. due to project activity?	✓						✓			One (1) common property resource may be affected.
27	Will the activities affect other communities who rely (or might become dependent) on the same resources that the proposed activity will be using?	✓					✓				
28	Will the activities create a situation that may threaten the livelihood of people who have been providing similar types of		✓								



SI No	Screening criteria	Response to the Question					ES Impact					Remarks
		Yes	No	No Impact	Positive Impact	Negative Impact	Low	Moderate	Substantial	High		
21	Are there any sensitive ES receptors such as residences, schools, hospitals etc. which might be impacted by the project? services in the community?	✓					✓					
<b>ESS-5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement</b>												
30	Will the proposed activities potentially involve involuntary resettlement?	✓					✓					
31	If the answer to any of the Ques above is yes, answer below and write detailed here.	As per the proposed design, no land acquisitions will be required for construction. All proposed sites will be constructed on the existing ROW. The lands available for stores and contractors site office also. However, some non-titled people (equately) who are living or doing business on existing ROW are partially or fully affected. In addition, a one common property resources may be affected.										
31a	Will there be any acquisition or requisition of private land?	N/A										
31b	Will there be any repossession of public land from formal private uses with a legally constituted lease/rent agreement?	N/A										
31c	Will there be any repossession of public land from informal private uses without any legally constituted lease/rent agreement?	If necessary for the specific site of the sub-project, public land will be repossessed from the informal private users following the project resettlement action plan.										
31d	Is the ownership status of the land known? If yes, please provide details here.	✓	✓									no

\* If common properties are affected or disrupted, please link with ESS5 as well

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Sl No	Screening criteria	Response to the Question		ES Impact				Remarks	
		Yes	No	Positive Impact	Negative Impact				
					Low	Moderate	Substantial		High
31e	Is there a possibility of voluntary land donation? If yes, please provide details here.		✓						U
31f	Will there be any loss of residential, commercial or community structures?	✓			✓				U Tentatively, Commercial: Partially-40, Fully-10; residential: more or less 5 (partially/fully). Community Structures (Mosque/schools/Club): one (partially/fully) Affected list will be finalized while updating the RAP
31g	Is there any presence of squatters who may be affected due to interventions?	✓			✓				
31h	Will there be any loss of trees, crops, or any fixed assets?		✓			✓			U As there will be no land acquisition, private trees and crops will not be affected. It might be that some trees on the existing ROW (owned by the BMD/Government) will be cut down, subject to maintaining the prevailing rules and regulations. There is no provision for the construction of a resettlement site for the affected PAPs in this project, as there will be no land acquisition and significant impact. Only some non-titled people (squatters) who are living or doing
31i	Would the resettlement site be culturally sensitive?		✓						



*[Handwritten signature]*

Sl. No	Screening criteria	Response to the Question		ES Impact					Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact				
						Low	Moderate	Substantial	High	
<b>ESS-6: Biodiversity Conservation and Sustainable Management of Living Natural Resources</b>										
32	Will the activities be located within or close to protected areas and areas of ecological significance including critical habitats, key biodiversity areas and internationally recognized conservation sites?		V	V						
33	Is there any possibility of degradation of land / ecosystems due to the project activities?	V						V		The road under interventions passes through semi-urban and rural areas including flood-plain and low-lying areas leading degradation of different ecosystems
34	Is there any possibility of tree cutting that may have impact on local ecology?	V					V			
35	Will the activities cause any degradation to the nearby aquatic environment?	V						V		The road under interventions flood-plain and low-lying areas leading degradation of aquatic environment
<b>ESS-7: Indigenous/Tribal Peoples</b>										
36	Will the activities affect tribal peoples with indigenous status those would be affected by the project interventions?		V	V						"

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SI No	Screening criteria	Response to the Question		ES Impact					Remarks	
		Yes	No	No impact	Positive impact	Negative impact				
						Low	Moderate	Substantial		High
37	Are there any tribal peoples in the project influence area those would be benefited by the project interventions?	✓		✓						
<b>ESS-8: Cultural Heritage</b>										
38	Loss or impacts on Cultural/heritage properties	✓		✓						No such heritage is found within the project area.
<b>ESS-10: Stakeholders Engagement and Information Disclosure</b>										
39	Has the screening team conducted any consultations with the different stakeholders during screening?	✓			✓					FGDs were conducted on the 13 <sup>th</sup> March 2023
40	Do the local people aware of the proposed project?	✓			✓					Through FGD and stakeholder consultation process.

**Sub-Project Category**

Low  Moderate  Substantial  High

**ES Impact: Substantial**

Dust generation due to construction, emissions from excavation equipment, other machinery and construction traffic and evaporation and leaks from vehicles (fugitive emissions) and emissions from asphalt works; greenhouse gases (GHGs) from engine fuel combustion; which will deteriorate the ambient air quality, and adversely affect the environment and the public health.

Similar to the air quality, high pitch noise is obvious factor prevailing in the sites due to its pattern of land uses. Noise and vibration from construction activity can be a serious nuisance for people living near active construction sites.

During construction, both surface water and groundwater are at risk of contamination. Construction camps are major source surface water contamination. Contamination of both surface and ground water along with changes in land use pattern will lead to degradation of ecosystem and loss of biodiversity affecting human health and well-being unless effecting mitigation measures are not taken.

**Key Reasons**

305/A



On the other hand, no significant resettlement impact from the sub-project intervention as there is no private land need to be acquired for implementing the sub-project. Some non-titled people (squatters) who are living or doing business on existing ROW will be affected partially or fully. In addition, a one common property resources will be affected.

**EBS Instruments Required**

- Detailed ESIA and ESMP
- ESA
- Resettlement Plan
- Site-specific ESMP

Report Prepared by:

Reviewed by:

Approved by:

<p>Environmental and Social Team, Contract Package No. WP-03, Bangladesh Road Safety Project (BRSP)</p> <p><i>[Signature]</i></p>	<p>Name: Dr. Mohammad Shabteen Sarkar Designation: Additional Project Director Organization: BRSP Email: apd.brsp@gmail.com Sign: <i>[Signature]</i></p>	<p>Name: Mohammad Shabbir Hasan Khan Designation: Project Director Organization: BRSP Email: psd.brsp@gmail.com Sign: <i>[Signature]</i></p>
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Appendix-2 Environmental and Social Screening of Sub-Project

<b>Subproject Name</b>	
<b>Implementing Agency</b>	Roads and Highways Department
<b>Subproject Location</b>	The works under this subproject include safety improvements of R465 (43 km of Jamalpur-Islampur-Dewanganj-Bahadurabad Ghat Road, Ch: 0+000 km to 4+000 km)
<b>Estimated Investment</b>	BOT-52.92 Crore
<b>Start and Completion Date</b>	24 Months from the starting

Sub-project Description and Key Activities:

Name of the sub-project	Type of Intervention/s	Key stakeholders	Brief description of the design
Bangladesh Road Safety Project	The sub-project interventions include some minor works (pedestrian crossing, footpath, surfacing, NMV lane, etc.) in multiple similar sites of 61 selected locations	Road users (Pedestrian Drivers), RHD, BRTA, BP, DGHS	Key safety treatments, including central hatching, footpaths, sight distance improvements, and roadside hazard clearance; central median barriers, delineation, signage, pedestrian fencing, refuge islands, school zones, and traffic calming.

Sl No	Screening criteria	Response to the Question		ES Impact				Remarks
		Yes	No	Low	Moderate	Substantial	High	
1	ESS-1: Assessment and Management of Environmental & Social Risk and Impacts Does the subproject carry risk that disadvantaged and vulnerable groups may have unequitable access to project benefits?	✓	✓					



Sl No	Screening criteria	Response to the Question			ES Impact					Remarks
		Yes	No	No Impact	Positive Impact	Negative Impact			High	
						Low	Moderate	Substantial		
2	Will the project contribute to any long-term significant adverse (negative), large scale, irreversible, sensitive impact at a regional scale or area broader than the project sites?	✓						✓		
3	Whether accessibility of differently able people have been made in the project design?	✓			✓					
<b>ESS-2: Labor and Working Conditions</b>										
4	Does the subproject involve recruitment of workers including Direct workers Contracted workers Primary supply workers Community workers?	✓						✓		3: Different categories of workers will be required for subproject interventions.
5	Will there be migrated labor in the project?	✓						✓		4: There will be a need for migrated workers for specific functioning of subproject activities.
6	Will there be any labor camp for the accommodation of the labors?	✓						✓		5: There will be a need to establish labour camp
7	How severely the OHS of the workers can be impacted by the project activities	✓						✓		6: Construction activity and construction sites carry inherent risks for workers
8	Is there possibility of employing vulnerable categories of		✓	✓						7:

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SI No	Screening criteria	Response to the Question		ES Impact				Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact			
						Low	Moderate		Substantial
	workers including women, child labor?								
9	Does the project area present considerable Gender-Based Violence (GBV) and Sexual Exploitation and Abuse (SEA) risk?	✓				✓			The sub-projects will be in different locations, and major civil works will only be in 6 locations in the existing ROW. Most of the locations will have road safety-related minor civil works.
10	Is there possibility that activities and deployment of labor would add to the GBV prevalence?	✓				✓			
11	Will the activities cause interaction between labors and communities in view of COVID19 situation?	✓				✓			
12	Is there any potential for conflict between construction workers and local peoples (and vice-versa)?	✓				✓			
13	Does the subproject have a Labor GPM in place, to which all workers have access, designed to respond quickly and effectively?	✓			✓				
<b>ESS-3: Resource Efficiency and Pollution Prevention and Management</b>									
14	Will the activities use or generate substances that will cause pollution of water bodies (groundwater/surface water) during the construction or use	✓						✓	During construction, both surface water and groundwater are at risk of contamination. Construction camps are major source surface water contamination.



Sl No	Screening criteria	Response to the Question		ES Impact						Remarks	
		Yes	No	No. Impact	Positive Impact	Negative Impact			High		
						Low	Moderate	Substantial			
15	In case the sub-project is located by the side of a river, is there any drinking water source at upstream and downstream of the project location which can be affected?	Y							Y		
16	Are there any low-lying areas prone to water logging/flooding due to project activities?	Y							Y		
17	Is there necessity of substantial removal of Top Soil?	Y							Y		
18	Will the project / any of its component might contaminate or pollute the land?	Y							Y		
19	Will the project result in stagnation of water flow or pondage or weed growth	Y					Y				
20	Will the project use or store dangerous substances (e.g., massive quantities of hazardous chemicals/ materials like Chlorine, Diesel, Petroleum products; any other?)	Y							Y		
21	Will the project produce solid or liquid wastes, including construction/demolition wastes (including de-weeding wastes, muck/silt, dust)?	Y							Y		

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Sl No.	Screening criteria	Response to the Question		ES Impact				Remarks
		Yes	No	Positive Impact	Negative Impact			
					Low	Moderate	Substantial	
	polluted liquids?							
22	Will the project cause or increase air pollution or odor nuisance?	✓				✓		
23	Will the project cause or increase noise pollution or vibration levels?	✓				✓		
24	Is there any potential for release of toxic gases or accident risks (e.g., potential fire outbreaks)?	✓			✓			
<b>ESS-4: Community Health and Safety</b>								
25	Will the project result in Health & Safety Risks in the neighborhood?	✓				✓		
26	Is there possibility of potential disruption to common property, accessibility, traffic system etc. due to project activity?	✓			✓			3 Three (03) common property resources may be affected.
27	Will the activities affect other communities who rely (or might become dependent) on the same resources that the proposed activity will be using?	✓			✓			
28	Will the activities create a situation that may threaten the livelihood of people who have been providing similar types of services in the community?		✓					



SI No	Screening criteria	Response to the Question					ES Impact					Remarks
		Yes	No	No Impact	Positive Impact		Negative Impact					
							Low	Moderate	Substantial	High		
21	Are there any sensitive ES receptors such as residences, schools, hospitals etc. which might be impacted by the project?	✓						✓				
<b>ESS-5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement</b>												
30	Will the proposed activities potentially involve involuntary resettlement?	✓						✓				
31	If the answer to any of the Ques above is yes, answer below and write detailed here.	As per the proposed design, no land acquisitions will be required for construction. All proposed sites will be constructed on the existing ROW. The lands available for stores and contractors site often also. However, some non-titled people (squatters) who are living or doing business on existing ROW are partially or fully affected. In addition, a few (03) common property resources may be affected.										
31a	Will there be any acquisition or requisition of private land?	N/A										
31b	Will there be any repossession of public land from formal private uses with a legally constituted lease/rent agreement?	N/A										
31c	Will there be any repossession of public land from informal private uses without any legally constituted lease/rent agreement?	If necessary for the specific site of the sub-project, public land will be repossessed from the informal private users following the project resettlement action plan.										
31d	Is the ownership status of the land known? If yes, please provide details here.	✓	✓	✓								
31e	Is there a possibility of voluntary land donation? If yes, please provide details here.	✓	✓	✓								

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Sl No	Screening criteria	Response to the Question		ES Impact				Remarks	
		Yes	No	No Impact	Positive Impact	Low	Moderate		Substantial
31f	Will there be any loss of residential, commercial or community structures?	✓					✓		12 Tentatively, Commercial: Partially-70, Fully-15, residential: more or less 10 (partially/fully) Community Structures (Mosque/schools/Club): 3 (partially/fully) Affected list will be finalized while updating the RAP.
31g	Is there any presence of squatters who may be affected due to interventions?	✓					✓		
31h	Will there be any loss of trees, crops, or any fixed assets?		✓			✓			13 As there will be no land acquisition, private trees and crops will not be affected. It might be that some trees on the existing RoW (owned by the RHD/Government) will be cut down, subject to maintaining the prevailing rules and regulations. There is no provision for the construction of a resettlement site for the affected PAPs in this project, as there will be no land acquisition and significant impact. Only some non-titled people (squatters) who are living or doing business on existing RoW are partially or fully affected. In addition, a few (03) common property resources may be
31i	Would the resettlement site be culturally sensitive?		✓						



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Sl. No	Screening criteria	Response to the Question		ES Impact					Remarks		
		Yes	No	No Impact	Positive Impact	Negative Impact				High	
						Low	Moderate	Substantial			
<b>ESS-6: Biodiversity Conservation and Sustainable Management of Living Natural Resources</b>											
32	Will the activities be located within or close to protected areas and areas of ecological significance including critical habitats, key biodiversity areas and internationally recognized conservation sites?		V	V							
33	Is there any possibility of degradation of land / ecosystems due to the project activities?	V							V		The road under interventions passes through semi-urban and rural areas including flood-plain and low-lying areas leading degradation of different ecosystems
34	Is there any possibility of tree cutting that may have impact on local ecology?	V					V				
35	Will the activities cause any degradation to the nearby aquatic environment?	V							V		The road under interventions flood-plain and low-lying areas leading degradation of aquatic environment
<b>ESS-7: Indigenous/Tribal Peoples</b>											
36	Will the activities affect tribal peoples with indigenous status those would be affected by the project interventions?		V	V							
37	Are there any tribal peoples in the project influence area those would be benefited by the		V	V							



SI No.	Screening criteria	Response to the Question		ES Impact			Remarks
		Yes	No	No. impact	Positive impact	Negative Impact	
				Low	Moderate	Substantial	High
	project interventions?						
	<b>ESS-8: Cultural Heritage</b>						
38	loss or impacts on Cultural/heritage properties		✓	✓			No such heritage is found within the project area.
	<b>ESS-10: Stakeholders Engagement and Information Disclosure</b>						
39	Has the screening team conducted any consultations with the different stakeholders during screening?	✓			✓		FGO was conducted 17 <sup>th</sup> March 2025.
40	Do the local people aware of the proposed project?	✓			✓		Through FGO and stakeholder consultation process.

### Sub-Project Category

Low  Moderate  Substantial  High

### ES Impact: Substantial

Dust generation due to construction, emissions from excavation equipment, other machinery and construction traffic and evaporation and leaks from vehicles (fugitive emissions) and emissions from asphalt works, greenhouse gases (GHGs) from engine fuel combustion; which will deteriorate the ambient air quality, and adversely affect the environment and the public health.

Similar to the air quality, high pitch noise is obvious factor prevailing in the sites due to its pattern of land uses. Noise and vibration from construction activity can be a serious nuisance for people living near active construction sites.

### Key Reasons

During construction, both surface water and groundwater are at risk of contamination. Construction camps are major source surface water contamination. Contamination of both surface and ground water along with changes in land use pattern will lead to degradation of ecosystem and loss of biodiversity affecting human health and well-being unless effective mitigation measures are not taken.

On the other hand, no significant resettlement impact from the sub-project intervention as there is no private land need to be acquired for implementing the sub-project. Some non-titled people (squatters) who are living or doing business on existing RoW will be affected partially or fully. In addition, a few (03) common property resources will be affected.



E&S Instruments Required	<input checked="" type="checkbox"/> Detailed ESIA and ESMP <input type="checkbox"/> ESA <input checked="" type="checkbox"/> Resettlement Plan <input checked="" type="checkbox"/> Site-specific ESMP
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<b>Report Prepared by:</b> Environmental and Social Team, Contract Package No. WP-Q3, Bangladesh Road Safety Project (BRSP)	<b>Reviewed by:</b> Dr. Mohammad Shahben Sarkar Additional Project Director BRSP Email: <a href="mailto:jipd.brsp@gmail.com">jipd.brsp@gmail.com</a> Sign:	<b>Approved by:</b> Mohammad Shabbir Hasin Khan Project Director BRSP Email: <a href="mailto:pd.brsp@gmail.com">pd.brsp@gmail.com</a> Sign:
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Appendix-3 Environmental and Social Screening of Sub-Project

<b>Subproject Name</b>	Roads and Highways Department
<b>Implementing Agency</b>	The works under this subproject include safety improvements of R480 (22 km of Elenga-Bhusapur (Char Gabsara) Road, Ch: 0+000 km to 22+000 km).
<b>Subproject Location</b>	BDT 113.46 Crore
<b>Estimated Investment</b>	24 Months from the starting
<b>Start and Completion Date</b>	

Sub-project Description and Key Activities:

Name of the sub-project	Type of Intervention/s	Key stakeholders	Brief description of the design
Bangladesh Road Safety Project	The sub-project interventions include some minor works (pedestrian crossing, footpath, surfacing, N/MV lane, etc.) in multiple similar sites of 39 locations	Road users (Pedestrian Drivers), RHD, BRTA, BP, DGHS	Key safety treatments, including central hatching, footpaths, sight distance improvements, and roadside hazard clearance; central median barriers, delineation, signage, pedestrian fencing, refuge islands, school zones, and traffic calming.

Sl No	Screening criteria	Response to the Question		ES Impact				Remarks
		Yes	No	Low	Moderate	Substantial	High	
1	Does the subproject carry risk that disadvantaged and vulnerable groups may have unequitable access to project benefits?	V	V					

ESS-1: Assessment and Management of Environmental & Social Risk and Impacts



Sl No	Screening criteria	Response to the Question		ES Impact						Remarks		
		Yes	No	No Impact	Positive Impact	Negative Impact			High			
						Low	Moderate	Substantial				
2	Will the project contribute to any long-term significant adverse (negative), large scale, irreversible, sensitive impact at a regional scale or area broader than the project area?	V						V				
3	Whether accessibility of differently able people have been made in the project design?	V			V							
<b>ESS-2: Labor and Working Conditions</b>												
4	Does the subproject involve recruitment of workers including Direct workers Contracted workers Primary supply workers Community workers?	V						V				3 Different categories of workers will be required for subproject interventions.
5	Will there be migrated labor in the project?	V						V				4 There will be a need for migrated workers for specific functioning of subproject activities.
6	Will there be any labor camps for the accommodation of the laborers?	V						V				5 There will be a need to establish labour camp
7	How severely the OHS of the workers can be impacted by the project activities	V						V				6 Construction activity and construction sites carry inherent risks for workers
8	Is there possibility of employing vulnerable categories of		V	V								7



Sl No.	Screening criteria	Response to the Question		ES Impact					Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact				
						Low	Moderate	Substantial		High
	workers including women, child labor?									
9	Does the project area present considerable Gender-Based Violence (GBV) and Sexual Exploitation and Abuse (SEA) risk?	✓				✓				The sub-projects will be in different locations, and major civil works will only be in 6 locations in the existing ROW. Most of the locations will have road safety-related minor civil works.
10	Is there possibility that activities and deployment of labor would add to the GBV prevalence?	✓				✓				
11	Will the activities cause interaction between labors and communities in view of COVID19 situation?	✓				✓				
12	Is there any potential for conflict between construction workers and local peoples (and vice versa)?	✓				✓				
13	Does the subproject have a Labor GRM in place, to which all workers have access, designed to respond quickly and effectively?	✓			✓					
<b>ESS-3: Resource Efficiency and Pollution Prevention and Management</b>										
14	Will the activities use or generate substances that will cause pollution of water bodies (groundwater/surface water) during the construction or use	✓							✓	During construction, both surface water and groundwater are at risk of contamination. Construction



SI No	Screening criteria	Response to the Question		ES Impact					Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact				High
						Low	Moderate	Substantial		
15	In case the sub-project is located by the side of a river, is there any drinking water source at upstream and downstream of the project location which can be affected?	Y						Y		campus are major source surface water contamination.
16	Are there any low-lying areas prone to water logging/flooding due to project activities?	Y						Y		
17	Is there necessity of substantial removal of Top Soil?	Y						Y		
18	Will the project / any of its component, might contaminate or pollute the land?	Y						Y		
19	Will the project result in stagnation of water flow or pondage or weed growth	Y					Y			
20	Will the project use or store dangerous substances (e.g., massive quantities of hazardous chemicals/materials like Chlorine, Diesel, Petroleum products; any other)?	Y						Y		
21	Will the project produce solid or liquid wastes, including construction/demolition wastes (including de-weeding	Y						Y		

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Sl. No.	Screening criteria	Response to the Question		ES Impact							Remarks	
		Yes	No	Positive impact	Negative impact			High				
					No Impact	Low	Moderate		Substantial			
	wastes, muck/silt, dust), polluted liquids?											
22	Will the project cause or increase air pollution or odor nuisance?	✓					✓					
23	Will the project cause or increase noise pollution or vibration level?	✓					✓					
24	Is there any potential for release of toxic gases or accident risks (e.g., potential fire outbreaks)?	✓					✓					
<b>ESS-4: Community Health and Safety</b>												
25	Will the project result in Health & Safety risks in the neighborhood?	✓								✓		
26	Is there possibility of potential disruption to common property, accessibility, traffic system etc. due to project activity?	✓							✓			Three (03) common property resources may be affected.
27	Will the activities affect other communities who rely (or might become dependent) on the same resources that the proposed activity will be using?	✓						✓				
28	Will the activities create a situation that may threaten the livelihood of people who have been providing similar types of		✓									



SI No	Screening criteria	Response to the Question					ES Impact				Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact	Low	Moderate	Substantial	High		
21	Are there any sensitive ES receptors such as residences, schools, hospitals etc. which might be impacted by the project? services in the community?											
<b>ESS-5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement</b>												
30	Will the proposed activities potentially involve involuntary resettlement?	✓							✓			
31	If the answer to any of the Ques above is yes, answer below and write detailed here.	As per the proposed design, no land acquisitions will be required for construction. All proposed sites will be constructed on the existing ROW. The lands available for stores and contractors site office also. However, some non-titled people (squatters) who are living or doing business on existing ROW are partially or fully affected. In addition, a few (03) common property resources may be affected.										
31a	Will there be any acquisition or requisition of private land?	N/A										
31b	Will there be any repossession of public land from formal private users with a legally constituted lease/rent agreement?	N/A										
31c	Will there be any repossession of public land from informal private users without any legally constituted lease/rent agreement?	If necessary for the specific site of the sub-project, public land will be repossessed from the informal private users following the project resettlement action plan.										
31d	Is the ownership status of the land known? If yes, please provide details here.		✓		✓							iii
31e	Is there a possibility of voluntary land donation? If yes,		✓		✓							ii

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Sl No	Screening criteria	Response to the Question		ES Impact				Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact			
						Low	Moderate		Substantial
31f	<p>please provide details here.</p> <p>Will there be any loss of residential, commercial or community structures?</p>	✓				✓			<p>13</p> <p>Tentatively, Commercial: Partially-80, Fully-25, residential: more or less 15 (partially/fully), Community Structures (Mosque/schools/Club): 3 (partially/fully) Affected list will be finalized while updating the IAP.</p>
31g	<p>Is there any presence of squatters who may be affected due to interventions?</p>	✓				✓			
31h	<p>Will there be any loss of trees, crops, or any fixed assets?</p>		✓			✓			<p>14</p> <p>As there will be no land acquisition, private trees and crops will not be affected. It might be that some trees on the existing RoW (owned by the IHD/Government) will be cut down, subject to maintaining the prevailing rules and regulations.</p>
31i	<p>Would the resettlement site culturally sensitive?</p>	✓							<p>There is no provision for the construction of a resettlement site for the affected PAPs in this project, as there will be no land acquisition and significant impact. Only some non-titled people (squatters) who are living or doing business on existing RoW are partially or fully affected. In addition, a few (03) common</p>



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Sl No	Screening criteria	Response to the Question			ES Impact					Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact			High		
						Low	Moderate	Substantial			
<b>ESS-6: Biodiversity Conservation and Sustainable Management of Living Natural Resources</b>											
32	Will the activities be located within or close to protected areas and areas of ecological significance including critical habitats, key biodiversity areas and internationally recognized conservation sites?		V	V							property resources may be affected.
33	Is there any possibility of degradation of land / ecosystems due to the project activities?		V					V			The road under interventions passes through semi-urban and rural areas including flood-plain and low-lying areas leading degradation of different ecosystems.
34	Is there any possibility of tree cutting that may have impact on local ecology?		V					V			
35	Will the activities cause any degradation to the nearby aquatic environment?		V					V			The road under interventions flood-plain and low-lying areas leading degradation of aquatic environment.
<b>ESS-7: Indigenous/Tribal Peoples</b>											
36	Will the activities affect tribal peoples with indigenous status those would be affected by the project interventions?		V	V							
37	Are there any tribal peoples in the project influence area those		V	V							

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Sl No	Screening criteria	Response to the Question		ES Impact				Remarks	
		Yes	No	No Impact	Positive Impact	Negative Impact			
						Low	Moderate	Substantial	High
	would be benefited by the project interventions?								
	<b>ESS-8: Cultural Heritage</b>								
38	Loss of impacts on Cultural/heritage properties		√	√					No such heritage is found within the project area.
	<b>ESS-10: Stakeholders Engagement and Information Disclosure</b>								
39	Has the screening team conducted any consultations with the different stakeholders during screening?	√			√				FGD was conducted on 18 <sup>th</sup> March 2025.
40	Do the local people aware of the proposed project?	√			√				Through FGD and stakeholder consultation process.

### Sub-Project Category

Low  Moderate  Substantial  High

### ES Impact: Substantial

Dust generation due to construction, emissions from excavation equipment, other machinery and construction traffic and evaporation and leaks from vehicles (fugitive emissions) and emissions from asphalt works, greenhouse gases (GHGs) from engine (fuel) combustion; which will deteriorate the ambient air quality, and adversely affect the environment and the public health.

Similar to the air quality, high pitch noise is obvious factor prevailing in the sites due to its pattern of land uses. Noise and vibration from construction activity can be a serious nuisance for people living near active construction sites.

### Key Reasons

During construction, both surface water and groundwater are at risk of contamination. Construction camps are major source surface water contamination. Contamination of both surface and ground water along with changes in land use pattern will lead to degradation of ecosystem and loss of biodiversity affecting human health and well-being unless effecting mitigation measures are not taken.

On the other hand, no significant resettlement impact from the sub-project intervention as there is no private land need to be acquired for implementing the sub-project. Some non-titled people (squatters) who are living or doing business on existing RoW will be affected partially or fully. In addition, a few (53) construction property resources will be affected.



**E&S Instruments Required**

Detailed ESIA and ESMP

ESA

Resettlement Plan

Site-specific ESMP

Report Prepared by:

Reviewed by:

Approved by:

Environmental and Social Team,  
Contract Package No. WP/03,  
Bangladesh Road Safety Project  
(BRSP)

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Sign: 

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Organization: BRSP  
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Sign: 

- 1 If yes, please provide the tentative numbers here. Such as: 1. number of local laborers, migrated labor, community labor, supply workers and number of contractor
- 2 Answer should be linked above
- 3 Labor camp, rented house etc? If a labor camp is required, should a location be mentioned?
- 4 Accidents, safety, Covid-19
- 5 Engaging vulnerable women is preferred but adequate safety measures must be taken.
- 6 Answer should be linked with question 4. Also, community based CTR/SEA should be considered including previous history.
- 7 Government/private or owned? by other entities
- 8 If yes, who will donate?
- 9 Please provide number here, if the answer is yes
- 10 Numbers and types.
- 11 If yes, please provide details here. Also communicative with Bank's E&S team.

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