

Government of the People's Republic of Bangladesh

Office of the Project Director (ACE, RHD)

WeCARE Phase-1:

Shenandoah-Jashore Highway (N-7) Improvement Project

Allenbari, Tejgaon, Dhaka-1215.

E-mail: pd.wecarewb.rhd@gmail.com



Memo no: 35.01.0000.072.07.67.22-21

Date: 16 January 2023

**Subject: Response of Employer on enquiries of bidder and 1st Addendum of Bidding Document
(Package No: WP-01)**

This is to notify that the Response of employer on enquiries of bidder (**ANNEX-A**) and 1st Addendum (**ANNEX-B**) of Bidding document have been finalized based on the Pre-Bid Meeting held on 20 December 2022 for Construction and Improvement of Jhenaidah-Jashore National Highway (N7) (Package No: WP-01) under Jhenaidah-Jessore Highway (N-7) Improvement Project. Corresponding response of enquiries (Attachment-A) and Addendum-1 (Attachment-B) are attached here for your information. This Addendum-1 will be the integral part of original Bidding document and the rest of contents of original Bidding Documents will remain unchanged.

Attached:

ANNEX-A: Response of Employer on enquiries raised by the bidders (39 pages)

ANNEX-B: Addendum-1 (5 pages without attachments)

(Inclusive of Attachment-1: Revised Drawing-34 pages

& Attachment-2: Special Provision of condition of contract-28 pages)

M. Zabid Hasan
16.01.2023

(Md. Zabid Hasan)

ID No.006010

Project Director (ACE, C.C)

ANNEX-A:

RESPONSE OF EMPLOYER ON ENQUIRIES RAISED BY BIDDERS

(PACKAGE NO:WP-01)

Pre-Bid Meeting was held on 20 December 2022 at 11.00 a.m. (Bangladesh Standard Time) in the conference room of Sarak Bhaban, Tejgaon, Dhaka, Bangladesh for "Construction and Improvement of Jhenaidah-Jashore National Highway (N7) (Package No: WP-01)" under the Chairmanship of Md.Zabid Hasan, Project Director, (ACE,C.C), WECARE Phase-1: Jhenaidah-Jessore Highway (N-7) Improvement Project pursuant to ITB 7.4 of Bidding document.

At the outset of the Meeting, Bidders & representatives were welcome in the Pre-Bid Meeting. The enquiries raised during Pre-Bid Meeting discussed and clarified and written enquiries received have been consolidated and depicted in **Table-1: RESPONSE ON ENQUIRIES** which is attached here.

In addition, it was also discussed in the Pre-Bid Meeting that corresponding amendments of Bidding documents would be made through **ADDENDUM-1(Annex-B)** following the procedure under ITB 8 as there were essential changes required due to response on enquiries. However, the rest of contents of issued Bidding documents will remain unchanged.

Since there was no other subject/issue for discussion, the meeting was ended with giving thanks to all from the chair.

M. Zabid Hasan
16.01.2023

(Md. Zabid Hasan)

ID No.006010

Project Director (ACE, C.C)

WeCARE Phase-1:

Jhenaidah-Jashore Highway (N-7) Improvement Project

TABLE-1: RESPONSE ON ENQUIRIES OF BIDDERS

Package No: WP-01 (Lot-1, Lot-2 & Lot-3)

Contract Title: Construction and Improvement of Jhenaidah-Jashore National Highway (N7)

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-1	Volume 1 Section-1, Instruction to Bidders, Clause No, 25.1 Page-15	Financial Bid shall be opened same day after submission of Bid	Please confirm our understanding is correct or not	Please refer ITB 25.1	NO
QUERY-2	Volume 1 Section-III, Evaluation & Qualification criteria Clause No. 3.2 & 4.2 (a) Page-41	Requirement for Average Annual construction Turnover & Specific Construction experience are Expressed in USD	We request you to provide in equivalent BDT also	Please refer to corresponding text mentioned in Section III- Evaluation and Qualification Criteria of Volume-1 (Page-34)	NO
QUERY-3	Volume 1 ITB Clause No. 22.1 Page-31	The dead line for submission of Bid is on 23rd January, 2023. [Volume 1 -Section-III 4.2 (a) & 4.2 (b)]	We request you to extend the bid submission date for one more month considering to arrange Lead Partner (Foreign) who qualifies specific experience specially PMB and key actives requirement as mentioned in section III.	The deadline for submission of bid shall be 08 February 2023 . Please refer to ADDENDUM-1 [Sl. No. 1 & 2]	YES
QUERY-4	Volume 1 Section ii, Bid Data Sheet, ITB Clause no 19.5 & 19.6 Page-31	Environmental & Social Performance Security (P.S) is applicable.	Please explain about P.S. Or Type of Security	Environmental and Social (ES) Performance Security is 1% of the Accepted Contract Amount and this security shall be in the form of Demand Guarantee pursuant to contract form provided in Section X- Contract Forms (Page-77 of Volume-6 of 6)	NO
QUERY-5	Volume 1 Section iii, Evaluation & Qualification Criteria Clause No 4.2 (b) Page-43	Construction experience in key activities for each member is : out of 6 key activities, each member of JV must have minimum construction experience 1 to 6 for all 3 lots, it is written N/A for each member	Please Confirm	Pursuant to 4.2 (b) Key Activities (Page-43 Volume-1): " <u>Out of six (6) key activities each member of JV must have minimum construction experience in at least one key activity</u> " is the compliance requirements for each member of Joint Venture.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-6	In volume 2 BOQ Item no 1/1/b & 6/23/01	for all 3 lots unit is in provisional sum and contractor markup % has not been mentioned	Please clarify about Markup Percentage.	The provision of the Bidding Document shall remain unchanged. Such Markup percentage is not applicable for these items of works. The provision of the Bidding Document shall remain unchanged.	NO
QUERY-7	Format for unit rate analysis (URBA) has not been provided in Volume 2	We understand Unit Rate Analysis is no required	Please confirm our understanding correct or not	Unit Rate Analysis is not required for submission of Bid. But bidders may have to submit this if requested by Tender Evaluation Committee.	NO
QUERY-8	Volume 2 Division 4, Foundation work, BOQ Item no. 04/04/01 (a)	Static Load Test on pilot pile for two times of service load.	Our question is pilot pile cost shall be included with static load test cost or not. Moreover, there is no such test for service pile. Please Confirm	In volume 2, Division 4 Cost of pilot pile shall be in Linear meter which is included as Pay item 04/01/01 (e) and 04/01/04. Static Load Test shall be on pilot Piles only.	NO
QUERY-9	Volume 3 Division-3 Pavement work: Sub base & Aggregate Base course (BOQ item no 3.2.2 & 3.3.2) Page no 138 & 142	Uniformity coefficient (Cu) & Coefficient of curvature (Cc) shall be $Cu = D_{60}/D_{10}$ & $Cc = D_{40}^2/(D_{10} * D_{60})$ Where D_{10} , D_{30} & D_{60} are the diameters through which 10%, 30% & 60% of total mass.	Please explain about diameter. If it is aggregate diameter there is no provision of such diameter in table 3.2.1 & 3.3.1	Based on actual grading during construction, Cu and Cc will be determined	NO
QUERY-10	Volume 3, Section VII, Particular Specification Part-2 Clause no 2.13.3.1, Page 127 of 388, Soft Ground Improvement.	The Sequences of embankment & pavement construction may be as follows: Prepare are & lay Geo-Textile. Set up monitoring System Place the sand blanket Install PVD/SCP Lay Geo-Gird o the sand blanket Construct the embankment up to 1.5m fill height (1st stage) and monitor settlement Place 2nd Stage of embankment & so on including Improved Subgrade.	In our opinion above sequences of construction shall be as follows:- Prepare area by removing soft soil up 3m and fill the same by local sand of FM-0.80. Lay Geo-Textile and a set up monitoring system Place sand blanket by sand of FM-2.50 Install PVD/SCP Place temporary surcharge up to 3m height and remove after monitoring primary consolidation settlement for 6 month or so	Sequences will be approved by the Engineer. [Sand Compaction Pile 2.13.3.2.B Volume-3 of 6, Particular Specifications (Page-130 of 388)]	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-11	Volume 6, PCC Clause no 13.4 (b) (ii),	Percentage rate/mark up % to be applied to provisional sum is 17% including IT & VAT	Construct the embankment up to 1.5m fill height (1st stage) Lay Geo-grid over 1st Stage embankments fill Construct 2nd Stage embankment fill & so on including improved subgrade and all pavement layers	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-12	Volume 6 PCC Clause no. 1.1.84	Time for completion	Time for completion is 30 month. But as per PCC Clause no 2.1 available land for construction is only 20% right now and to be randomly handover. As such we request you to re-fix the Time for completion is from 30 months to 48 months.	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-13	Volume 1 Schedule -IV Bidding Form Table-A & B of Page Nos 57, 58 Price Adjustment Data	Fuel has not been considered.	Considering the present situations of fuel price and its application in construction works, we request you to include Fuel Index with others	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-14	Volume 2, BOQ item No. 1/2/3b	Furniture for furnishing & equipment for engineers semi-permanent field office unit of measurements is Lump sum In volume 3 of 6 clause No.1.2.8.1 list of office equipment is missing.	Our considerations is it will be paid under item no. 1/2/3a. Please confirm	The item Nos. 1/2/3a and 1/2/3b are separate items. [Reference Volume-2 of 6, Bill of Quantities Div-1, Pay Items 1/2/3b] Details of furniture etc. are shown in the drawing.	YES
QUERY-15	Volume2, BOQ item no.05/07/07 (a)	Supply & erect...M.S.railing...as per drawing but no details drawing is available.	Please provide the same	Please refer to ADDENDUM-1 [Sl. No. 16] The drawing is attached. Please refer to ADDENDUM-1 [Sl. No.14]	YES

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-16	Volume 2 BOQ item no 05/07/07 b	Supplying fitting and fixings railing with 2mm thick.... But in the drawing, it is written galvanized railing in Volume 4 of 5 Page no: 107	Please confirm.	The amended drawings are attached. Please refer to ADDENDUM-1 [SI. No. 13]	YES
QUERY-17	Volume 1, Appendix to Bid Page 57-58	Table A-Local Currency and Table-B- Foreign Currency index code is written current cost index.	It should be the base index. Moreover, in Table A and B in weightage range coefficients are provided. We request you to remove this bindings.	Please follow the instructions of bidding document.	NO
QUERY-18	BOQ NO 1/2/3 (b)(1)	Furnish and Equip Engineers semi-permanent Accommodation	Number of room has not been mentioned to quantify furnishing items. Please confirm	Please refer to Query Response-14.	YES
QUERY-19	BOQ item No. 06/05/03	General Specification 6.5.3.3 Reflecting Road Studs (Division-6 Incidentals)	Reflecting Road studs drawing is not available Please provide the same.	Please refer to Volume-3 RHD General Specifications (Technical Specifications), Section-7, Clause No: 6.5.3.3	NO
QUERY-20	Volume -4 (Structural Drawings)		P.C Girder Concrete Class-40 is in the drawing but in the specification, it is written concrete class 40/45. Please confirm about class of concrete for P.C Girder.	Please refer to the General Notes-1 Volume -4 (Structural Drawings)	NO
QUERY-21	Volume 6, Section IX - Particular Conditions Part A - Contract Data 1.1.84 Page-2	Phase-1: Construction Phase Works: Thirty months Phase-2: Performance Based Maintenance Phase Works (PBM): Seventy-two months (This Phase shall start at the end of the Defects Notification Period for Phase-1).	It is not clear from the document that, during the DNP of Phase-1, who will be responsible for the maintenance of the project highway? Since there is no BOQ item for the same. May kindly clarify.	Please follow the corresponding condition of contract related to 'Defects Notification Period'. The provision of the Bidding Document shall remain unchanged.	NO
QUERY-22	Volume 6 Section IX - Particular Conditions, Time for access to the Site Clause- 2.1 Page-5	The sections of the Site shall be made available progressively within 270 days from the Commencement Date of the Contract.	i. Bidder understands that in case the handing over of land is delayed beyond the "Scheduled days for providing land" as per Contract, the Contractor shall be entitled for Extension of Time for completion of project and cost thereof. ii. Kindly provide the availability of	(i) Right to the access to the site, if it is delayed, shall be administered pursuant to the corresponding Condition of Contract. (ii) The possession of the site shall be handed over to the Contractor as per schedule given in the Volume-6 of 6 PCC Clause 2.1.	NO

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QUERY-23	Volume 6 Section IX - Particular Conditions Performance Security and ES Performance Security 4.2 Page-6	The Performance Security will be in the form of a Bank guarantee in the amount(s) of 9 % (Nine percent) of the Accepted Contract Amount (inclusive of Phase-1 & Phase-2) and in the same currency (ies) of the Accepted Contract Amount in the favour of Project Director, WeCARE Phase-1.	It is evident from the conditions of contract that the percentage of performance security is abnormally high, as there is a separate provision for retention money i.e., 5% and Environmental and social performance security i.e., 1%, which all together constitutes 15% (as security money) of the Accepted Contract Price, which may kindly be reduced for more efficient cash flow for contractor.	The Performance Security will be in the form of a Bank guarantee in the amount(s) of 9 % (Nine percent) and Environmental and Social (ES) Performance Security will be 1% of the Accepted Contract Amount, so total will be 10% of the Accepted Contract Amount, not 15%. Retention money is different provision. The provision of the Bidding Document shall remain unchanged.	NO
QUERY-24	Volume 6 Section IX - Particular Conditions Performance Security - 4.2 Page-6	The Performance Security may be increased up to 20% if the Tender Price is unbalanced as a result of front loading on recommendation of Procurement Panel of the Project.	Kindly clarify the criteria for determining unbalanced Tender Price and the criteria for determining the front loading.	The line items of BOQ which will be implemented in initial stage of constructions works are priced abnormally high than the line items which will be executed at later stage of construction work resulting unbalanced priced item as per sequence of construction line items in BOQ, may be treated as unbalanced tender price.	NO
QUERY-25	Volume 6 Section IX - Particular Conditions, Normal working hours on the site - 6.5, 7.3 Page-7	8 (eight) hours in a day.	Kindly clarify the procedure, in case, the Contractor wishes to work in multiple shifts.	Please follow the corresponding text of condition of contract. Clause -6.5 (Working Hours) Volume-6	NO

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QUERY-26	Volume 6 Section IX - Particular Conditions. Place of arbitration - 21.6 (b)	Sub-Clause 21.6(b) of PART B - Specific Provisions - To be agreed prior to contract signing.	Kindly clarify the Seat and Venue for the Arbitration.	The provision of the Bidding Document shall remain unchanged. Seat and Venue for the Arbitration will be mutually agreed prior to contract signing.	NO
QUERY-27	Volume 6, Part B - Special Provisions Sub-Clause 2.1 Right of Access to the Site	"Except for parts of the Site which the Contractor is responsible for arranging for the purpose of the Contractor's temporary facilities, including storage areas and the like, the"	The bidder understands that the Employer/ local authorities shall facilitate/ provide assistance in arranging the land for the purpose of temporary facilities.	Please follow the corresponding text provided in the bidding document (Volume-6: General Condition-Clause- 2.2 Assistance). Please also refer to ADDENDUM-1 [SI.No. 18]	NO
QUERY-28	Page-5 Volume 6, Part B - Special Provisions For Sub-Clause 2.7 SEA/SH Conference Page-18	"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	Is there any specific guidelines/ applicable law/ protocols to be followed for the same, may kindly be provided.	Please follow the corresponding text stated in the Volume-5 of 6. Please also refer to ADDENDUM-1 [SI.No. 18]	NO
QUERY-29	Volume 6 Part B - Special Provisions Sub-Clause 1.3 (d) The Engineer Page-3	"The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties."	Kindly clarify the timeline for the appointment of the Engineer with respect to the Commencement Date. Also clarify, if there is any delay / adverse impact on the project progress due to reasons, attributable for any delay in the appointment of the Engineer, in such case how the Contractor will be compensated.	The Engineer is Construction Supervision Consultant and this Consultancy Contract may be commenced before commencing of Civil Works Contract.	NO
QUERY-30	Volume 6, Part B - Special Provisions For Sub-Clause 4.12 Unforeseeable Physical Conditions	"Utilities, including but not limited to electricity, gas, water, sewerage, drains and telephone services, encountered by the Contractor shall not be deemed Unforeseeable.	Kindly provide the list of overheads and underground utilities falling in the project stretches. Kindly provide the status of approvals and estimates, shifting of utilities falling under the Project Stretches. Also, provide the utility shifting plan, if any.	Utilities shall be relocated by the Employer. However, if anything is detected during execution of work that will be covered by BOQ Item No. 1/5/1 (Relocation of services, Social and religious structures, built up brick masonry walls, others etc.) (Provisional Sum) Volume-2	NO

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-31	Volume 6 Part B - Special Provisions Sub-Clause 4.12 Unforeseeable Physical Conditions Page-24	the Contractor shall arrange with the appropriate authorities to relocate the utilities under the Provisional Sums provided for in the Contract and shall program and execute such works so that the Works shall be completed within the Time for Completion".	The bidder understands that the Employer/local authorities shall facilitate/provide assistance in utility shifting, in regard to any requisite approvals from respective departments. It is further understood that in case of any delayed approvals for utility shifting/estimates, the Contractor shall be entitled for EOT for Milestones	Please follow the corresponding text provided in the bidding document (Volume-6: General Condition-Clause- 2.2 Assistance). "Employer/local authorities shall facilitate/provide assistance in utility shifting, in regard to any requisite approvals from respective departments." Please also refer to ADDENDUM-1 [Sl.No. 18]	NO
QUERY-32	Volume 6, Part B - Special Provisions Sub-Clause 6.10 Records of Contractor's Personnel and Equipment Page-32	"The records of the Contractor's Equipment shall include a daily record of the status of each major piece of plant and equipment, including operating, standby or under repair. If under repair, the expected date of returning the equipment to operating condition shall be stated."	Kindly provide the format, if any, for submission of records.	The corresponding Format shall be provided by the Contractor and is to be agreed with the Engineer during implementation of the Contract. Reference: GCC 6.10 Please also refer to ADDENDUM-1 [Sl.No. 18]	NO
QUERY-33	Volume 6, Part B - Special Provisions For Sub-Clause 8.5 Extension of Time for Completion Page-39	(f) "Because the Site is known to be subject to long rainy seasons and high rainfall such weather or climatic conditions shall not be classified as exceptionally adverse climatic conditions in accordance with subparagraph (e) of this Sub-Clause.	Kindly provide the details of HFL and historical rainfall data for the region in which Project site is located.	Section IX, Special conditions of Contract, Volume-6, Sub Clause 8.5 ('f') is deleted. Please refer to ADDENDUM-1 [Sl. No. 18]	YES
QUERY-34	Volume 6, GCC-1.13 Compliance with Laws	The Employer shall have obtained (or shall obtain) the planning, zoning or building permit or	The Employer is requested to provide the status for the same.	The provision of the Bidding Document shall remain unchanged.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
	Page-17	similar permits, permissions, licenses and/or approvals for the Permanent Works, and any other permits, permissions, licenses and/or approvals described in the Employer's Requirements as having been (or being) obtained by the Employer.			
QUERY-35	Volume-5 General, Table 10-2 Environmental and Social management Plan. A-5 Tree Cutting Page-4	Cutting of trees	As there is no BOQ item (2/1A/1) for Compensation, Bidder understands that this activity of tree cutting and disposal shall be undertaken by the forest department/ Zila Parishad. and the same is not in scope of work for the contractor, may kindly be confirm.	The Bidder's Understanding is correct.	NO
QUERY-36	Volume-6 Sub-Clause-8.1 Special provisions Page-38	Commencement of works	What is the expected commencement date of the project for making of work programme. Kindly confirm.	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-37	Volume-5 (Supplementary Information)		We understand all the statutory clearances pertaining to Environment, Forest, Bird Sanctuaries are in place. Kindly confirm.	The Contractor has to initiate on this and would be the contractor's responsibility. Please refer to the Table 10.2 Sl. No. B-16 Page 20 Volume-5.	NO
QUERY-38	General		Is there any standard data book to be followed for arriving item (rates) which are not mentioned in the BOQ.	Please follow the instruction of Bidding Documents.	NO
QUERY-39	Volume-6 Section-IX Part-A-contract data Sub-clause-1.1.84 Page-2	Time for completion	Please provide the details of Project Milestones, if any.	Please follow the instruction of Bidding Documents. Reference: PCC-1.1.84, Volume-6	NO
QUERY-40	Volume-1 Section-IV Bidding Form Table-C Page-59	Summary of Payment currencies	May kindly clarify and confirm can the payment be made in only one currency if the bidder is interested for payment in only one currency i.e. US Dollars as per the fixed exchange rate specified at the time of Bid	Bidders may be required by the employer to justify their local and foreign currency requirements based on where (local and/or foreign) the expenditures will be incurred. In this regard, please refer to ITB 15.2	NO

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QUERY-41	Volume-6 Section-IX Particular Conditions Page-5	Time to access to the site	May kindly inform the current status of available ROW (chainage wise) for the entire length of the project	Refer to Query Response-22.	NO
QUERY-42	Volume-1 Section III Evaluation and Qualification Criteria under Serial No 4.2 (b) Page-43	Construction Experience in Key Activities, six (06) different Key Activities is Sought.	In this case we understand that, if a contractor executed a contract in Joint Venture, each partner of the Joint Venture will get the full experience of Key Activities irrespective of his share. Please clarify. It is worthy to mention here that, in the previous tenders of SASSEC II in reply to the same Question the Engineer had given the answer that "Key Activities relates to quantity only. Bidder will get experience of full executed quantities"	Please follow the instruction provided as Foot Note 6 (Page-41, Volume-1). As per the footnote 6 under "Specific Construction & Contract Management Experience" 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 Please note that this is also applicable for the minimum values/quantities specified under 'experience of Key activities'.	NO
QUERY-43	Volume-1 Section-III Evaluation and Qualification Criteria under Serial No. 4.2 (a) Specific Construction & Contract Management Experience, Serial No 4.2 (b) Construction Experience in Key Activities & Serial No 4.2 (c) Specific Experience in management ES aspects.	Bidder is to provide evidence/certificates to satisfy those specific experiences.	In this regard it is to be mentioned that many large projects are completed recently in build operate and Transfer basis, where the client for EPC contractor is the project developer concessionaire. We consider that the work completion certificate(s) from the developer/concessionaire will be considered for evaluation. Please clarify. It is worthy to mention her that, in the previous tenders of Lot DS-5 & DS-6, DS-7, Ds-8; and DS-9 & DS-10 in the tender of SASSEC Dhaka-Sylhet Corridor Road Investment Project, in reply to the same question the Engineer had given the answer that "Yes, EPC Contract will be accepted however, Employer may Seek its verification/authentication from the main owner for responsive bidders"	Please refer to ADDENDUM-1 [SI. No 7,8 & 9]	YES

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-44	Volume-1 Section III Evaluation and Qualification Criteria in SL No 4.2 (b): Page-43	Construction Experience under key Activity-6, the requirement is that the bidder should have the experience of work with Asphalt Concrete (Polymer Modified Bitumen) of minimum quantity as specified against each Lot.	As we came to know that, now-a-days in South Asia in some road project crumb rubber modified bitumen (CRMB) and natural rubber modified bitumen (NRMb) are using as Modified Bitumen instead of PMB, and we understand that Natural rubber modified bitumen (NRMb) and Crumb rubber modified bitumen (CRMB) are equivalent to PMB.	Both NRMb & CRMB would be considered as equivalent to PMB. Please refer to the ADDENDUM-I(SL No. 6)	YES
QUERY-45	Volume-1 ITB 20.1 Page-31	It is stated that the bidder is required to submit 1 (one) original Bid+ 2(Two) hard copies inclusive of page number+ pdf electronic copy	It is to mention here that bidder raised a similar query for CRMB in Lot DS-5 & DS-6, DS-7, DS-8; and DS-9 & DS-10 in the tender of SASEC Dhaka-Sylhet Corridor Road Investment Project, the response to that query was "crumbed rubber modified bitumen (CRMB) may be considered as equivalent to PMB in terms of storage, handling, transportation and construction operations." Our request is to consider both NRMb & CRMB as equivalent to PMB for qualification criteria 4.2 (b); Key Activity-6.Please consider.	Our query is does the bidder need to submit the original+2 copies of the Tender Documents (Volume 1 Of 6 to Volume 6 of 6) that was procured from your office along with the prepared "Technical Bid" and Price Bid"? Please clarify.	NO
QUERY-46	Volume-6 Section-VIII General Condition (GC)	Advance Payment for Plant and materials intended for the Works is described in details for such plant and/or Materials are listed in	Considering the nature of this Project work, we request your honor to consider the advance payment for those materials procured at site for the works, like stone,	The provision of the Bidding Document shall remain unchanged.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
	Clause 14.5; Page-9	the Contract Data, but in sub-Clause 14.5(c) (i) of Section IX: particular condition; It is stated as not applicable.	Bricks, Bitumen, Polymer Modified Bitumen, HYS Reinforcing Bars, Pre-Stressing Steel as cost involvement for these materials are substantial and will affect the cash flow of the project badly. Please consider.		
QUERY-47	Volume-6 Sub-clause 14.2.3 Section IX: Particular Condition Page-9	Total advance payment is 10% of Phase-1: Construction Phase only. As per sub-clause 14.2.3 of section IX, the repayment shall commence when the value of all IPCs exceed 5% of the portion of the Accepted Contract amount.	Considering the ease of the Cash flow of the project we request your honor to consider: To pay Total Advance Payment is 10% of Total contract price. The repayment shall commence when the value of all IPCs exceeds 10% of the Accepted contract amount instead of 5% of the portion of the accepted contract amount. Please consider.	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-48	Volume-1 ITB 7.4 ITB 25.1 Page-27 & 32	Publication date of IFB: 30 November 2022. Date of Pre-bid meeting: 20 December 2022. Date of Submission of Bid: 23 January 2022.	a) The available time between Pre-bid meeting and date of submission is inadequate as the bidder can finalize his bid only after receiving the "Minutes of Pre-bid Meeting." b) To qualify certain criteria of previous experience; Foreign Partner is required; Specifically experience in asphalt concrete work with PMB, China is potential country to get an experienced partner. But recently the COVID has again exploded in China and Japan disrupting the normal activities.	The provision of the Bidding Document shall remain unchanged. Reference: ITB 22.1 of Bid Data Sheet (Volume-1 of 6)	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-49	Volume-1 Section IV - Bidding Forms Table- A. Local Currency Table- B Foreign Currency Page-57 & 58 (Lot-1, Lot-2 & Lot-3)	Table of Adjustment Data	We are Enclosing some news as published in the media for ready reference. Now due the COVID in China, it is taking more time to finalize the legal documents. Preparing the Technical documents and bid prices. c) submission of all three lots [LOT 1, LOT 2 & LOT 3] are on the same day i.e. on 23 January 2022. For finalizing the price bids of 3 lots also some more time is required. Please consider the matter Nonadjustable weightage proposed by Bidder is 0.25, for both Local & Foreign currency is too high. Normally it is within 0.15 to 0.20.	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-50	Volume-1 Section IV - Bidding Forms Table- A. Local Currency Table- B. Foreign Currency Page-57 & 58 (Lot-1, Lot-2 & Lot-3)	Table of Adjustment Data	There is no Fuel & Miscellaneous items of Weight age Proposed by Bidder. But these mentioned items are regular & important items. Please consider these both.	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-51	Volume-6 Section IX - Particulars Conditions Sub-Clause: 13.4 (b)(ii) Page-8 (Lot-1, Lot-2 & Lot-3)	Mark up	Percentage rate to be applied to Provisional Sums for overhead charges and profit is 17% (seventeen percent) including IT & VAT. But Contractor IT & VAT will cover most of this percentage & there will be no remaining for Contractor overhead 4	Please refer to the Query Response-11.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-52	Volume-6 Section IX- Particulars Conditions Part A — Contract Data Sub- clause: 2.1 Page-5 (Lot-1, Lot-2 & Lot-3)	Time for access to the site	It has been mentioned that a total of 100% possession of the land will be given within 270 days from the commencement of time contract. And the total duration of the project is 30 months. After getting possession of the land, surveying, and getting approval it may require another 3 months approximately. We are assuming the project duration is not sufficient so we are requesting to extend the project duration to 42 months.	Please refer to the Query Response-22. Please refer to the Query Response-3.	YES
QUERY-53	Volume-1 Section III-Evaluation and Qualification Criteria 4.2(b), Key Activity - 3 Page-43 (Lot-1)	Construction experience In Key Activities	For the eligibility of the tenderer, one of the key activities, PS Girder (2100m) Span-40m is required whereas as per the scope of work, the number and span length is less than 33.5 m. Thereby we are requesting you change the requirement of experience accordingly.	For Lot-1 (iii) Key-Activity-3: PC girder minimum 2100 metre (minimum bridge span 40m)' is amended. Please refer to corresponding ADDENDUM-1 [SI No. 5] However, minimum requirement for PC girder for Lot-2 (Key Activity3) and Lot-3 (Key Activity 4) will remain unchanged.	YES
QUERY-54	Volume-6 Section IX- Particular Conditions Sub-Clause 16.2.1 Page-46 (Lot-1, Lot-2 & Lot-3)	Notice	It is mentioned that the commencement of work will be within 180 days of issuing the letter of acceptance. We are requesting you to reduce the timeline so that the work can be commenced as early as possible.	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-55	Volume-1 Section III - Evaluation and Qualification Criteria 3.2 &	Average Annual Turnover	Certified payments in last five years are required as the supporting documents and as per Section IV - Bidding Forms FIN -3.2 the certified payments also need to be notarized. It takes plenty of	The provision of the Bidding Document shall remain unchanged.	NO

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
	Section IV - bidding Forms FIN - 3.2 Page-41 & 86 (Lot-1, Lot-2 & Lot-3)		time to collect all the updated payment certificates over the last five years and notarize them, so we like to request you to please consider the Audited Financial Statements as an alternative.		
QUERY-56	Vol. 4 Drawing DWG No. W/CARE/JHEN- JASH/LOT-01/ SI-01 W/CARE/JHEN- JASH/LOT-02/ SI-01 W/CARE/JHEN- JASH/LOT-03/ SI-01 (Lot-1, Lot-2 & Lot-3)	Stone Pile	Longitudinal section & plan of Stone pile is shown on drawing. But there is no pay item or Stone Pile in BOQ. Please confirm is there any requirement of Stone pile in this work package.	Stone pile is shown in the drawing. However, stone pile is not required. Therefore, Stone pile is not included as items of works in the BOQ.	NO
QUERY-57	Vol. 2 (Bill of Quantities) Division 6, BILL No - 6: Incidentals Pay item No. 6/20/04 (Lot-1, Lot-2 & Lot-3)	Fixing of DW/C/PVC/HDEP pipes	Fixing of DW/C/PVC/HDEP pipes on/under Bridges and Culverts. Our understanding is contractor will only responsible for fixing DW/C/PVC/HDEP pipes. Is it correct or not?	Please follow the instruction of bidding document. Reference: 6.2, Volume-3 of 6 (Particular Specifications)	NO
QUERY-58	Vol. 2 (Bill of Quantities) Division 5, Bill No - 5: Structures Pay item No. 05/03/01F (Lot-3)	Type-6 Girder 5/3 Prestressed Concrete Girders Lot - 3	We do not find any drawing for Type-6, girder span greater than 37.5 m but not exceeding 40.0m. Please provide drawing & confirm the no. of girder.	Please refer to ADDENDUM-1 [SI No 11]	YES
QUERY-59	Vol. 2 (Bill of Quantities) Division 5, Bill No - 5: Structures Pay item No. 05/03/01F (Lot-3)	Type-7 Girder 5/3 Prestressed Concrete Girders Lot - 3	Please confirm the quantity of Type-7 girder is correct.	Please refer to corresponding ADDENDUM-1 [SL 12]	YES
QUERY-60	Vol. 2 (Bill of Quantities) Division-4	Static Load Test	It has been mentioned in the description of the BOQ that Static Load Test on Pilot Pile shall be two times of service load.	Service Load is mentioned in the General Arrangement Drawings/ Sub structural Drawings as Maximum Vertical Capacity on Pile.	NO.

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
	Bill No: 4 Foundation Works Pay Item No: 04/04/01(d)		But the service load is not mentioned in the neither BOQ Specification or drawing. Please clarify.	Refer Volume-4 of 6, Part-B	
QUERY-61	Volume-2 Division 1 Bill No-1 Pay item no. 1/10/11	Noise Barrier	Please provide details drawing for biological Noise Barrier	Please refer to Volume 5 (Annex-10) Page -53	NO
QUERY-62	Volume-4	Cross Section of Road	Please provide detail cross section of road at every 10m or 20m interval	Please refer to Volume-4 of 6. (Plan and Profile)	NO
QUERY-63	Volume-1 Section-III Evaluation and Qualification Criteria	Specific Experience	" For contracts under which the bidder participated as a joint venture member or sub-contractor, only the bidder's share by value, shall be considered to meet this requirements"	Please refer to Query Response-42.	NO
QUERY-64	Volume-1 Section-III Evaluation and Qualification Criteria 3.2 Average Annual Construction Turnover Page-41	Average Annual Construction Turnover	Minimum average annual construction turnover of the amounts specified below calculated as total sum of certified payments received for contracts in progress and/or completed within last 5 (five) years starting January 1, 2018, divided by 5: As for this request, most of the Chinese company can only provide the data from 2017 to 2021, because the financial audit report for 2022 has not yet started in China. In such cases, what will be the solution?	Please refer to Query Response-55.	NO
QUERY-65	Volume-1 Section-III Evaluation and Qualification Criteria Letter of Bid (Page-53)	Discounts	How to understand the Lot wise discount method of multiple lots? Please give us an example to understand.	Please follow the corresponding texts provided in the Letter of Bid of the Bidding Documents.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-66	Volume-2 Bill of Quantities Division 5, Bill NO:5- Structure Pay Item No: 05/13/01	Design of Reinforced Earth Wall	Investigation, Design and Certification of Design of Reinforced Earth Wall approaches, the item is Lump sum. How we will calculate?	Please follow the Instruction of Bidding documents.	NO
QUERY-67	Volume-2 Bill of Quantities Division 5, Bill NO:5- Structure Lot 3	Brick drainage layer	This item is included in RHD's BOQ item. Which is published yearly in RHD's yearly rate schedule. But the item location/placement is still unknown as we couldn't find it in the drawing. Please give a solution.	Refer Retaining Wall Drawing in Volume 4 of 6. Brick drainage layer and Filter Media are same.	NO
QUERY-68	Volume-1 ITB 20.1 & ITB 11 Page-8 & 13	Format and signing of bid And Documents comprising the bid	How we will submit all the 3 Lots by using just 1 original tender schedule?	Please follow the instruction of bidding document.	NO
QUERY-69	Volume-2 Bill of Quantities	Soft copy of BOQ	To prepare the tender we need the XL softcopy of the BOQ. Can we get it?	To avoid the risk of distortion of information, soft copy of the BOQ will not be provided.	NO
QUERY-70	Volume-1 ITB 7.2 Site Visits Page-7	Video presentation of the project	We need to see a video presentation/ visual view of the project. Is it possible?	Bidder is advised to visit and examine the site of works and its surroundings pursuant to ITB 7.2 Volume-1 of 6.	NO
QUERY-71	Volume-6 Clause-2.1 Page-5	Time for access to the site	Is there are any Land Acquisition issue? Also, how to solve the Re-settlement issue? If there is any.	Please refer to Query Response-22. The resettlement activities will be executed according to the approved Resettlement Action Plan (RAP) with the assistance of INGO.	NO
QUERY-72	Volume-6 Clause-14.2 Advance Payment Clause-14.2.3 Repayment of Advance payment Page-9	Advance Payment & Repayment of Advance Payment	We are requesting a Mobilization Advance / Advance Payment of 20% (Twenty percentage) & amortization after 30% (Thirty percentage) of IPC.	Please refer to the PCC Clause: 14.2 and 14.2.3, Volume-6 of 6	NO
QUERY-73	Volume-6 Clause-14.7 b (i) Interim Payment Page-10	Interim Payment	We request for monthly (30 days) Interim payment instead of 56 days for Interim payment.	The provision of the Bidding Document shall remain unchanged. Please refer to the PCC Clause: 14.3, Volume-6 of 6	NO

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-74	Volume-1 Section-III Evaluation and Qualification Criteria 3.2 Average Annual Construction Turnover Page-41	3.2 Average Annual Construction Turnover	Minimum average annual construction turnover of the amounts specified below calculated as total sum of certified payments received for contracts in progress and/or completed within last 5 (five) years starting January 1, 2018, divided by 5. As for this request, most of the Chinese company can only provide the data from 2017 to 2021, because the financial audit report for 2022 has not yet started in China. In such cases, what will be the solution?	Please refer to Query Response-55. Generally Completion Certificate is not acceptable. However, Completion Certificate with year wise breakdown of Payments will be acceptable with actual payment dates.	NO
QUERY-75	Volume-6-Particular Condition Part-A: Contract Data 13.4 (b)(ii) Percentage rate to be applied to Provisional Sums for Overhead Charges and profit Page-8	"17% (Seventeen Percent) including IT & VAT."	Chinese companies received a hand over acceptance certificate or taking over certificate from the employer after completion of the work. The contract amount and actual expenses of the completed work mentioned in the said certificate and approved by the employer. Kindly confirm us, is this certificate meet the requirement of qualification criteria number 3.1. (i)? Please note that the existing IT & VAT needs total (7.5%+7.5%) =15%. So 17% is not sufficient to meet the requirement of Contractor's Overhead, Profit & Others expenses.	Please refer to Query Response-11.	NO
QUERY-76	Volume-6 Particular Conditions Part-A: Clause-14.6.2	"2% (Two Percentage) of the Accepted Contract Amount"	Please note that IPC related to the scope of works done. Due to limited possession of site up to 270 days. It is very difficult to achieve 2% progress at	The provision of the Bidding Document shall remain unchanged.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-77	Minimum Amount of Interim Payment Certificates. Page-9 Volume-1 Section III- Evaluation and Qualification Criteria 4.2 (a) [Specific Construction & Contract Management Experience. Item 1.4A(ii) (Qualification Criteria for Multiple Contracts) on Page-36 and 43	Note: The Contract(s) for each lot must be different (Page-43, 4.2 a)	the beginning of Contract and monsoon period. Please clarify the 'Note, Whether Experience of a Contract may be used for bidding in every Lot if satisfies the requirement or not.	Please refer to the PCC Clause: 14.6.2, Volume-6 of 6 Please follow the instructions of Bidding Document.	NO
QUERY-78 (A)	Volume-1 Section III: Evaluation and Qualification Criteria 4.2 (b) [Construction Experience in Key Activities]. Page-43	Key Activities	We found that the BOQ item 3/1/5/1 [Jointed Reinforced Concrete Slab] for Lot-1 is 17210 cum, Lot-2 is 22856 cum and Lot-3 is 34792 cum. The asking Key Experience of this item Rigid Pavement are Lot-1=19000 cum, Lot-2= 25000 cum and Lot-3= 37000 cum, which are 10.4%, 9.38% & 6.35 % higher than the BOQ requirement, which is not a regular standard & Practice. Please review and re-fix within the maximum 80% of the asking requirement.	Please refer to BOQ Item No 3/1/4/1(a) and Item No 3/1/5/1 together. The provision of the Bidding Document shall remain unchanged.	NO
QUERY-78(B)	Volume-1 Section III: Evaluation and Qualification Criteria	Key Activities	From the format given 4.2(b), we understand that the key activities requirement is N/A for each member & one member. It must be fulfilled by all member combined in the JV.	Understanding of the bidder is correct. Moreover, Pursuant to 4.2 (b) Key Activities (Page-43 Volume-1): "Out of six (6) key activities, each member of JV must have minimum construction experience in at least	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-81	Volume-1 ITB 22.1	Bid submission deadline	We interested in tender but we are under effect of new year holidays and busy work schedule. Therefore kindly request your honor authority to 5 weeks time extension for bid submission of the tender.	Please refer to Query Response-3.	YES
QUERY-82	Volume-1 Section-III Evaluation and Qualification Criteria 4.2 (a) Specific Construction & Management Experience Page-41		Specific Construction & Management Experience of the Joint Venture partner, or subcontractor, the experience of only the bidder's share by value, shall be taken into consideration. As you are very much aware that the experience gathered by a JV partner or a subcontractor from any completed construction work is always counted as a Full experience not proportionate. In view of this we would like to request you to kindly count JV partner or subcontractor's experience as a full experience, not shared by value. a) The second phase will conduct after the Defect Notification Period of phase 1? b) Does the contractor need to furnish any guarantee for the execution of second phase? c) Please elaborate further for performance Based Maintenance means?	Please refer to Query Response-42.	NO
QUERY-83	Volume-6 Particular Condition Part A: Contract Data Sub Clause 1.1.84 Time for Completion Page-2	Phase 1: 30 Month Phase 2: 72 Month	a) After the execution of phase 2 should the contractor required to implement the Defect Notification Period? b) Is the defect notification period included in the PBM Period? Can we implement governing laws other than Bangladeshi Law?	a. Please refer to corresponding condition of contract. b. Please refer to Special Provision Sub Clause-4.2.3 c. Please refer to Volume-3 of 6 Particular Specifications, Section-VIII, Page-318	NO
QUERY-84	Volume-6 Particular Condition Part A: Contract Data Sub Clause 1.1.27 Page-3	Defects Notification Period		Please refer to PCC Clause 1.1.27 Volume-6	NO
QUERY-85	Volume-6 Particular Condition	The Law of the People's Republic of Bangladesh		Please follow corresponding text provided in the bidding document.	NO

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-86	Part A: Contract Data Sub Clause 1.4 Governing Law Page-4 Volume-6 Particular Condition Part A: Contract Data Sub Clause 2.1 Time for access to the site Page-5	Phase-1: Construction Phase Works: For Let-1:- Days from the Commencement of Contract Available Land for Construction (%) On Commencement 20 60 Days 30 120 Days 40 210 Days 75 270 Days 100	a) Please provide information regarding time schedule of land acquisition for construction b) Please inform us the sequence of land acquisition including the length of road that will be acquired. We propose the land acquisition will be carried out in each land plot. c) What is the eligible guarantee from the Employer for each stage of land hand over to ensure the hand over time will not delay. d) If the land acquisition is not complied with the schedule provided by the Employer the contractor is supposed to be entitled to compensation in time and cost. Please confirm. e) Is the land acquisition including the relocation of public utilities?	Please refer to Query Response-22.	NO
QUERY-87	Volume-6 Particular Condition Part A: Contract Data Sub Clause 2.4 Employer's Financial Arrangements Page-6	Phase-1: Development Budget (World Bank Credit and Government of Bangladesh financed)	Please clarify payment schedule and percentage of phase-1 financed by World Bank and Government of Bangladesh.	Please refer to ITB 2.1 (Source of Funds), Volume-1	NO
QUERY-88	Volume-6 Particular Condition Part A: Contract Data Sub Clause 4.2 Performance Security	The performance Security will be in the form of a Bank Guarantee in the Amount(s) of 9% (nine percent).	a) Can we propose performance Security 5% (five percent) instead of 9% as refer to common construction practices?	(a-c): Please follow the corresponding text provided in the bidding document and these issues are stated in the bidding documents Volume-6 of 6.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
	Page-6	The security shall only be in the form of bank guarantee issued by an internationally reputed bank or financial institutions.	<p>b) Please clarify further what kind of institution could be classified as financial institutions? Did insurance company include?</p> <p>c) Please clarify whether the performance security be divided in 2 phase, for construction phase and maintenance phase? Or should it be just one covering both since the beginning?</p>	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 (ITB 48 Performance security) Page-23 Volume-1	
QUERY-89	Volume-6 Particular Condition Part A: Contract Data Sub Clause 4.2 Page-6	Environmental and Social (ES) Performance Security "1% of the Accepted Contact Amount"	<p>a) Please clarify what is "Contact" did the word means "Contract"?</p> <p>b) Does this clause mean that contractor shall procure two different performance security?</p> <p>c) The performance security and environmental and social performance security? Is it possible to propose to procure just one security for both?</p> <p>d) For this guarantee is it allowed to use insurance?</p>	<p>(a) : 1% of the Accepted Contact Amount' this text is amended as '1% of the Accepted Contract Amount'.</p> <p>Please refer to the ADDENDUM-1 [SI No 17]</p> <p>(b-d) : Please follow the corresponding text provided in the bidding document and these issues are stated in the bidding documents. The provision of the Bidding Document shall remain unchanged.</p>	YES
QUERY-90	Volume-6 Particular Condition Part A: Contract Data Sub Clause 14.8 Page-10	Financing Charges for delayed payment: Not Applicable	Based on FIDIC red book the conditions of contract, it shall be balanced and equal between the Employer and the Contractor, therefore we propose the delay damages is applicable and refer to local annual interest rate.	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-91	Volume-6 Particular Condition Part A: Contract Data Sub Clause 19.2.1 (a) Page-11	The insurance shall cover Works and Plant and Materials i)The minimum cover for insurance of the works and of plant and materials is 115% of contract value	<p>a) We Propose to replace the minimum cover for insurance of works, plant and materials from 115% to 100% of contract value as refer to common insurance for construction industries.</p>	The provision of the Bidding Document shall remain unchanged.	NO

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
		i) The Minimum cover for loss of damage to equipment is 110%	b) We Propose to replace the minimum cover for loss or damage to Equipment from 110% to 100% of the replacement value of the equipment as refer to common insurances form equipment is construction industries.		
QUERY-92	Volume-6 Particular Condition Part A: Contract Data Sub Clause 21.6(a) Rules of Arbitration For foreign contractor; Page-12	International Arbitration with proceedings administered by the international Chamber of commerce (ICC) and conducted under the ICC Rules of Arbitration	Please Clarify whether the arbitration procedure may be proceeded in SIAC (Singapore Arbitration Centre) or other arbitration Rules?	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-93	Volume-6 Particular Condition Part A: Contract Data Sub Clause 21.6 (a) Place of Arbitration Page-12	Sub-Clause 21.6 (b) of PART B- Specific provision- To be agreed prior to contract signing	We propose in Singapore Kindly confirm	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-94	Volume-6 Particular Condition Part B: Special Provisions Sub Clause 4.2.2 Page-21	Claims under the performance security	Please confirm that claim under performance security may only be applicable in case of the contractor fails to complete the works in accordance with the contract provisions.	Please follow the corresponding condition of contract provided in the bidding document.	NO
QUERY-95	Volume-6 Particular Condition Part B: Special Provisions Sub Clause 8.5 Extension of time for completion	"Because the site is known to be subject to long rainy seasons and high rainfall such wither or climatic conditions shall not be classified as exceptionally adverse climatic conditions in accordance with subparagraph (c) of this sub-Clause"	a) Please provide official climate/weather report and included rainfall intensity in the past 10 years. b) What if the rainy season has been increasing and not predicted based	Please refer to Query Response-33.	YES

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
	Page-39		<p>on the data provide by government?</p> <p>c) This severe climatic condition would affect the time schedule of works since the extreme long rainy season would obstruct the contractor in carrying out his works properly.</p>		
QUERY-96	<p>Volume-6 Particular Condition Part B: Special Provisions Sub Clause 13.6 Adjustments for changes in laws. Page-41</p>	<p>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 provision of sub-Clause 13.7 [Adjustments for Changes in Cost]</p>	<p>a) What if the changes of laws impact the works severely and resulting in needs for extension of time?</p> <p>b) Please clarify this clause how the contractor could propose extension of time due to this condition.</p>	<p>Please follow the corresponding condition of contract provided in the bidding document.</p>	NO
QUERY-97	<p>Volume-6 Particular Condition Part A: Contract Data Sub-clause 5.1 (a) Page-6</p>	<p>Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)</p>	<p>We propose to replace 10% with not more than 50% of Accepted contract amount of phase-1: Construction Works as refer to common construction practices. Please Confirm</p>	<p>The provision of the Bidding Document shall remain unchanged.</p>	NO
QUERY-98	<p>Volume-6 Particular Condition Part A: Contract Data Sub-clause 8.8 Page-7</p>	<p>Delay Damages payable for each day of delay</p>	<p>a) For Phase-1: We propose to replace 0.05% with 0.01% of the Accepted Contract price for phase-1 per day of delay, excluding of all kinds of provisional sum as refer to common construction practices.</p>	<p>The provision of the Bidding Document shall remain unchanged.</p>	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-99	Volume-6 Particular Condition Part A: Contract Data Sub-clause 8.8 Page-7	Maximum amount of delay damages	<p>b) For Phase-2: We propose to delete this provision since the contractor has provided retention money for routine maintenance works.</p> <p>a) For Construction phase (Phase-1) We propose to replace 10% with 5% of the Accepted Contract amount excluding of all kinds of provisional sum for phase-11 as refer to common construction practices.</p> <p>b) Payment Reduction for phase-2 (PBM Works) we propose to delete this provision since the contractor has provided retention money for PBM Works.</p>	Please follow the corresponding condition of contract provided in the bidding document.	NO
QUERY-100	Volume-6 Particular Condition Part A: Contract Data Sub Clause 14.2.3 Page-9	Repayment of Advance Payment	We propose to replace amortization rate of 25% with 5% as refer to common construction Practices.	Please refer to Query-47.	NO
QUERY-101	Volume-6 Particular Condition Part A: Contract Data Sub Clause 14.3 (iii) Page-9	Percentage of Retention Money	<p>We propose to change this provision as follow:</p> <p>Phase-1: Construction phase works: None</p> <p>Phase-2: Performance Based Maintenance phase (PBM) Works: 5% of Accepted Contract Amount.</p>	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-102	Volume-6 Particular Condition Part A: Contract Data Sub Clause 14.3 (iii) Page-9	Limit of Retention Money	<p>We propose to change this provision as follows:</p> <p>Phase-1: Construction phase works: None</p> <p>Phase-2: Performance Based Maintenance phase (PBM) Works: 5% of Accepted Contract Amount.</p>	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-103	Volume-6 Particular Condition Part A: Contract Data	Minimum Amount of Interim Payment Certificates	We proposes to replace 2% with 1% (one percent of the Accepted Contract Amount	Please refer to Query Response-76.	NO

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-104	Sub Clause 14.6.2 Page-9 Volume-6 Particular Condition Part A: Contract Data Sub Clause 14.7 (a) Page-10	Period of payment of Advance payment to the contractor	We propose to change this provision to become: 14 (fourteen) days from the submission of the contractor's invoice for such advance payment as refer to common construction practices.	The provision of the Bidding Document shall remain unchanged.	NO
QUERY-105	Volume-1 ITB 47 Signing of contract	Signing of Contract	Contract Clarification before signing We propose a comprehensive clarification session to be held prior to construction contract signing.	No Clarification session will be held before Signing the Contract.	NO
QUERY-106	Volume-4 Drawing Lot-1 & Lot-2		In the drawing, the profile design only existing for main road design. For the design profile of service road, whether it refers to the existing road or not. Please Clarify	Service road Profile is provided along with the Main carriageway profile at locations of Grade Separated Structures. Levels can be easily determined from the Grid shown on both ends of each profile layout. Please refer Volume-4 of 6 (Plan and Profile).	NO
QUERY-107	Volume-2 BOQ	Ground Treatment	The BOQ document contains soft ground treatment items. Please show us location where the soft ground treatment be carried out.	At all other locations Service Road levels can be determined from main carriageway profile. It is required at some structure approaches according to the corresponding drawing.	NO
QUERY-108	Volume-1 and Volume-6		<ul style="list-style-type: none"> • Awarding Date • Construction Commencing Data • Schedule of site Handover • Etc. 	Please refer to Bid Documents Volume-1 and Volume-6.	NO
QUERY-109	Volume-2 BOQ		a) On Bill no: 3, 4, and 6 we found the item "High yield deformed still reinforcing bars" but the class of still used is not explained, kindly clarify.	<ul style="list-style-type: none"> a. Please refer to Volume-4, Page-01. b. Volume-3 (Section-7), Technical Specifications Sub clause 4.1.4 & 4.1.5 c. Volume-5 Clause-10.2.7 	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-110	Volume-2		<p>b) Bill no 4Cl 4.1, Is the calculation of the length of the bored pile only embedded or does it already include cutting piles?</p> <p>c) Are there any maintenance specifications for the tree</p> <p>d) Are there detailed specifications regarding BQ items in the bidding Documents kindly clarify</p> <p>Is it allowed to add new column for other currency other than Bangladeshi taka in the BOQ?</p>	<p>d Volume-3, Technical and Particular Specifications</p>	NO
QUERY-111	Embankment		<p>For the embankment in the right and left, side of the road, is the embankment supporting with protection?</p>	<p>Refer Schedules of Protection Works in Drawing Volume 4 of 6.</p> <p>Drawing Nos. for Lot-1: WeCCARE/HEN-JASH/LOT-01/SCHD-10 WeCCARE/HEN-JASH/LOT-01/SCHD-11 WeCCARE/HEN-JASH/LOT-01/SCHD-12 WeCCARE/HEN-JASH/LOT-01/SCHD-13</p> <p>Drawing Nos. for Lot-2: WeCCARE/HEN-JASH/LOT-02/SCHD-10 WeCCARE/HEN-JASH/LOT-02/SCHD-11 WeCCARE/HEN-JASH/LOT-02/SCHD-12</p> <p>Drawing Nos. for Lot-3: WeCCARE/HEN-JASH/LOT-03/SCHD-10 WeCCARE/HEN-JASH/LOT-03/SCHD-11 WeCCARE/HEN-JASH/LOT-03/SCHD-12</p>	NO
QUERY-112	Roads Management		<p>The contractor needs to divert road construction during construction of the Works, all related cost and expenses incurred will be included in the BOQ.</p>	<p>Please refer to Sub clause 4.15, Volume-6.</p>	NO
QUERY-113	Site Conditions Volume-1 and 4	Site Visits	<p>Please provide us all drawings of road and all utilities in surrounding the site especially along the left and right of the road.</p>	<p>Documents are available in Drawing Volume 4 of 6. Please visit the site as per reference ITB 7.4, Bid Data Sheet Volume-1 of 6.</p>	NO

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-114	BOQ	Hierarchy of Documents	If there are differences between BOQ and drawing, which one will be used as reference for construction?	As per reference of GCC and PCC Sub clause 1.5 of Volume-6.	NO
QUERY-115	Documents	Hierarchy of Documents	Please provide us the hierarchy of documents for all of the documents in this tender process.	Please refer to Query Response-114	NO
QUERY-116	Volume-5 Environmental		Is there any potential for natural disasters around the project area (Jhenaidah District-Jashore District, Khulna, Bangladesh) Based on historical data from the previous year?	Please follow ESMMP Volume 5 of 6. Please refer to Query Response-33.	YES
QUERY-117	Volume-5 Environmental		Considering that the project location is prone to risks of natural disaster such as floods and cyclone, please provide information regarding meteorological and climatological data in surrounding the project site.	Please refer to Query Response-33.	YES
QUERY-118	Volume-1 Section-III Evaluation and Qualification Criteria 4.2 (a) (b) and (c) Page-41	Specific Experience	For the experience of projects and the whole bid documents without the Bangladesh Embassy legalization stamp, only from a certified translator. Kindly clarify	Please refer to Query Response-43.	YES
QUERY-119	Volume-1 ITB 15.1 Currency of the bid Page-30	Currency (ies) of the bid and Payment currency (ies)	The bid may use several currencies, but the total bid price will be converted to BDT during the tender evaluation. Payment will be paid according to the currency that we offer. Please confirm	Yes, please follow the corresponding text of the bidding document	NO
QUERY-120	Volume-1 Section-III Evaluation and Qualification Criteria 3.2 Average Annual Construction Turnover Page-41	Certified payments	Form FIN 3.2 mentions the payment certified of projects. Which of these should we refer to? The exp form or the project lists in the Financial Statement? What is the minimum requirement for number of projects of the payment certificate?	Please refer to Query Response-55.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-121	Volume-1 Section-III Evaluation and Qualification Criteria 3.1(iii) Audited balance sheet Form FIN-3.1 Page-40 & 84	Financial capabilities	In section 3 point 3.1 (iii) it is written that the Financial Statement requested is the last 3 years but in the FIN 3.1 form it is requested 5 years. Which one is correct 3 years or 5 years of Financial Statement?	Audited balance sheet or other financial statements acceptable to the employer for the 3 years (2021,2020 and 2019) shall be submitted.	NO
QUERY-122	Volume-1 Section-IV Bidding Forms Bidding forms	Bidding Forms	In section IV Bidding form there is a bidding securing declaration form and a line of credit form but we do not find these forms, please provide We propose retention is replaced with bank guarantee, kindly confirm	Bid Securing Declarations is not Applicable. Please refer to ITB 19.1 Volume-1. Please refer to ADDENDUM-1 [SI No 10]	YES
QUERY-123	Volume-6 Section-IX Particular conditions Part-A: Contract Data Sub-clause-14.3 (iii) Page-9	Percentage of Retention		Please follow the corresponding text of the bidding document	NO
QUERY-124	Volume-6 Section-IX Particular conditions Part-A: Contract Data Sub-clause-2.1 Page-5	Time for Access to the site Land Acquisition	If the land acquisition milestone is late according to the schedule, is there any compensation given to the contractor?	Please refer to Query Response-22.	NO
QUERY-125	Volume-6 Section-IX Particular conditions Part-B: Special Provisions Sub-clause-1.13 Page-16	Compliance with Laws	Is there any tax exemption give to the international company?	Follow the corresponding condition of contract of the bidding document.	NO
QUERY-126	Volume-6 Section-IX Particular conditions Part-B: Special Provisions Sub-clause-1.13 Page-16	Compliance with Laws	Please clarify the difference between tax for international company and local company	Please refer to Query Response-125	NO

QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-127	Volume-1 ITB 2.1 Page-26	Employer's Financial Arrangement	Where does the Bangladesh Revenue Budget come from? The government budget which are already in the budget account, or anywhere else? Is the availability of funds is dedicated for this project or is there any regulation that allows the funds to be allocated for other purposes.	Please refer to ITB 2.1 of Volume-1 and PCC Clause 2.4 of Volume-6.	NO
QUERY-128	Volume-6 Section-IX Particular conditions Part-B: Special Provisions Sub-clause-1.13 Page-16	Compliance with Laws	We propose to have exemption for any tax, customs and fees related with the project execution and export or import activity related for the project	Please refer to Query Response-125	NO
QUERY-129	Volume-6 Section-IX Particular conditions Part-A: Contract Data Sub-clause-1.1.84 Page-2	Time for completion	Is the 6-year period for the time line (continuation phase), "the 1 year one" linear (connected) with the previous 2.5-year construction period or separate?	Please follow the text of corresponding clause of bidding document.	NO
QUERY-130	Social Issues		Is there any social inequalities in surrounding project area, for example discrimination between ethnic groups? And is there an impact on the safety of workers around the project environment?	All the citizens have equal Rights as per the Constitution of Bangladesh.	NO
QUERY-131	Social Issues		Please provide information regarding the whereabouts of Rohingya immigrants and the potential for sectarian conflict, does the Bangladeshi government guarantee project safety?	Query is not pertinent.	NO
QUERY-132	Technology		In Bangladesh regarding the Construction and Improvement of the road corridor project tender from Kaligani Bazar to Muradgor Bazar, is it possible to use Building Information	Self-Explanatory	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-133	Environmental		<p>Modeling (BIM) technology in construction sector projects?</p> <p>BIM or Building Information Modeling is a system or technology that includes some important information in the Design, Construction, Maintenance process that is integrated in 3D modeling. With a 3-dimensional image, it will be easier for the project owner to understand the technical drawings submitted by the contractor.</p> <p>based on information from internet sources, regarding the Rohingya ethnicity in Bangladesh, are there any impacts that affect project work or employees in the project area?</p>	<p>Query is not pertinent.</p>	NO
QUERY-134	Environmental		<p>Is there any potential for natural disasters around the project area based on historical data from the previous year?</p>	<p>Please refer to Query-33.</p>	YES
QUERY-135	Environmental		<p>Considering that the project location is prone to risks of natural disasters such as floods and cyclones. Please provide information regarding meteorological and climatological data in surrounding the project site.</p>	<p>Please refer to Query-33.</p>	YES
QUERY-136	Preparation of Bid		<p>1) Do we need to purchase multiple tender documents to participate in multiple lots?</p> <p>2) If the tender will be submitted by JV, is it mandatory to purchase the tender document in the name of the joint venture or any one partner can purchase?</p>	<p>1) To participate in multiple lots, one set bidding documents is to be purchased.</p> <p>2) In case of JV, bidding document may be purchased in the name of Joint Venture or in the name of any one member of JV.</p>	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-137	Volume-1 ITB 14.5 Bid Prices and Discounts Page-10	Unless otherwise specified in the BDS and 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 provision of the conditions 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.	From which IPC the price adjustment will be applicable? Is there any time constraint?	Please Refer to PCC Clause 13.7 of Volume-6.	NO
QUERY-138	Volume-1 Section III- Evaluation and qualification criteria 3.2 Average Annual Construction Turnover Page-41	Minimum average annual construction turnover of the amounts specified below calculated as total sum of certified payments received for contracts in progress and/or completed within last 5(five) years starting years starting January 1, 2018, divided by 5.	During the evaluation of this financial requirement, shall we refer to the details of Operating incomes from to financial statement & audit report? Because most project progress payments are issued by IPC (Interim Payment certificate) collecting all the IPCs for all projects may be difficult since there are so many projects in the company.	Please refer to Query Response-55.	NO
QUERY-139	Volume-1 Section III- Evaluation and qualification criteria 4.2 (b) Construction experience in key Activities Page-43	(vi) Key Activity-6: Asphalt Concrete (polymer modified Bitumen) minimum 64,000 m3	Can tenderer show other than PMB like VG-40 grade work experience cumulatively?	Please refer to Addendum-1 [Sl. No:6]	YES
QUERY-140	Volume-1	For the contract in 4.2 (a) above and/or any other contracts successfully completed as prime	Can tenderer show other than highway project like railway/bridge project	Yes	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
	Section III - Evaluation and qualification criteria 4.2 (c) Specific Experience in managing ES aspects Page-45	contractor, joint venture member, or subcontractor between 1 st January 2013 and Bid submission deadline experience in managing ES risk and impacts or should have implementation involved environmental safeguard measures drafted as per safeguard policy of WB/ABD/JICA or other multilateral funding agencies that meet the following requirements: Lot-01, Lot-02 & Lot -03 (same requirement applies to each lot) Requirement -1 implementation of environmental management plan Requirement-2: implementation of social Management Plan	experience in managing ES risk and impacts?		
QUERY-141	Volume-1 ITB 22.1 Bid Submission Deadline Page-31	Extension of bid submission deadline	Due to documentation preparation, we are hereby requesting 50 days extension for bid submission.	Please refer to Query Response-3.	YES
QUERY-142	Volume-4 Lot-1 WeCARE/HEN- JASH/LOT-1/DR-05	Drawing	The location of the load bearing drain (Drain-Type-7) is not indicated in the road drainage plan or other drawings. Please provide or describe it if construction is required.	Please refer to the Schedule of Minor Junctions and Schedule of TCS, Volume-4A of 6.	NO
QUERY-143	Volume-2 Lot-01 Division 6, Bill No-6: Incidentals Pay Item No. 06 /02/01 b	Drawing of Pipe culvert	Please provide detailed drawings of pipe culverts, such as reinforcement and pipe wall thickness, etc.	Please refer to ADDENDUM-1 (Sl. No. 15)	YES
QUERY-144	Volume-1 ITB Clause 22.2	Bid submission deadline	We would like to request you to extend the bid submission date for one more month due to prolonged Christmas, New Year holidays, Nunar New Year holidays and restrictions for Covid 19	Please refer to Query Response-3.	YES

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-145	Volume-1 Section-IV Bidding Form	Editable version of Bidding forms	pandemic situation in the bidder's country of original. We would like to request you to share the editable version of bidding Forms in word format, so that the bidders can follow standard forms to prepare their documents	Please refer to Query Response-69	NO
QUERY-146	Volume-2 Bill of Quantities Section-IV	Editable version of Bill of Quantity	We would like to request you to share the editable version of bill of quantity in excel format, so that the bidders can follow standard forms to prepare their documents.	Please refer to Query Response-69	NO
QUERY -147			Indicative Budget	<p>Pursuant to published procurement plan in RHD's portal, estimated cost is demonstrated for Package-WP-01 (Lot-1, Lot-2 & Lot-3) (including AIT & VAT) which is in terms of Phase-1 (Construction and Improvement) only. In this demonstrated estimated amount cost of Phase-2 (Performance based maintenance) is not included.</p> <p>On the other hand procurement plan published in the STEP system of world Bank, estimated cost demonstrated for Package-WP-01 (Lot-1, Lot-2 & Lot-3) (excluding AIT & VAT) which is in terms of Phase-1 (Construction and Improvement) only. In this demonstrated estimated amount cost of Phase-2 (Performance Based Maintenance) is not included.</p> <p>Those estimated amount just as indication only. Bidders are advised to appraise the complete work's requirement, current market condition as well other related all risk for preparing the bid price.</p>	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-148	Volume-1 ITB11 Documents comprising Bids Page-8		Documents comprising Bids	Bidders are advised to read between the lines of bidding documents and comprehend the requirements for preparation of bid. Bid shall be prepared according to the requirements stated in the bidding documents only.	NO
QUERY-149	Volume-1 ITB Clause-22.1	Extension of Bid submission deadline	Request for 30 days extension to submit the tender due to yearly closing, holidays, worsening of COVID situation in China etc.	Please refer to Query Response-3	YES
QUERY-150	Volume-3 Particular Specification Division-1 (General and Site Facilities) Page-14 of 388 Volume-2 (Bill of Quantities) Volume-4 (Drawing) Drawing No: PD-01, 02, etc. Volume-6 (Particular Conditions) Part-B Special Provisions		<p>a) How to deal with the existing road? According to the specification, the contractor should maintain and protect the existing road, repair the damaged parts during whole construction period.</p> <p>b) Does it mean contractor doesn't need to dismantle the existing road formation except reconstructing culverts and bridges?</p> <p>Should the contractor lay a new layer of PMB on both the existing road surface and newly constructed road base course? Or just lay PMB on the newly constructed road base course?</p>	<p>a) Please Refer to Volume 3 (Particular Specification) Division-1 Clause 1.1 (Maintenance and Protection of Traffic) and Pay Item 1/1/1a (Protection of Traffic and Traffic Management during construction Phase), 1/1/1b (Maintenance of existing road during construction phase) and 1/1/4/1 to 1/1/4/4 (Health and Safety) (Volume 2)</p> <p>b) Please refer to Volume-3 (2.2.2 Roadway Excavation, 2.2.2 Materials, Page-116 of 388) and Volume-6 (Sub-clause 2.8 Recovered Materials, Page-19) and Volume 4 Highway Drawings (Pavement Drawings-Drawing No: PD-01, 02, etc. and Road Plan and Profile).</p> <p>c) Existing Road maintenance as per Particular Specification Volume 3 Division 1 Clause 1.1 And New</p>	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
QUERY-151	Volume-1 ITB 22.1	The deadline for bid submission	We have purchased the bid document and accordingly we are preparing our bid proposal to participate. Considering that the bidding documents cannot be transported to Bangladesh due to COVID-19 in China. We require more time in order to submit our most competitive bid proposal. We therefore request you to kindly extend the bid submission date at least 1 month from the current date of bid submission i.e. January 23, 2023	Road Refer to Volume 4 Highway Drawings (Pavement Drawings- Drawing No: PD-01, 02 etc. and Road Plan and profile) Please refer to Query Response-3	YES
QUERY-152	VOLUME-I SECTION-II BID DATA SHEET ITB 32.1	Source of exchange rate shall be: Bangladesh Bank (The Central Bank of Bangladesh)	At present, Bangladesh Bank do not specify any exchange rate. The actual Bangladesh Bank exchange rate-selling is BDT 100.00 (for 1 USD). We have an exchange rate in the Bangladesh bank website. But it is not real exchange rate applicable in Bangladesh for inward remittances through bank. At present circular of Bangladesh Foreign Exchange Dealers Association (BAFEDA) No.: BAFEDA-ABB/EXCHANGE RATE/06/2023(1)238 Dated 02.01.2023 (Item-02) rate is applicable in all commercial banks in Bangladesh for exchange of inward remittances. According to this circular the rate is 1 USD @ BDT 102.	Please follow the corresponding instruction of the bidding document.	NO

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QUERY NO.	REFERENCE AS PER BIDDING DOCUMENT	TEXT AS PER BIDDING DOCUMENT	BIDDER'S QUERIES / CLARIFICATIONS REQUIRED	RESPONSE	AMENDMENT REQUIRED
			<p>We request you to fix an actual conversion rate (base rate for currency conversion) from US Dollar to Bangladeshi Taka as Bangladesh Bank do not specify any exchange rate currently.</p>		

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ANNEX-B: ADDENDUM-1

(Including Attachment-1: Revised Drawing and
Attachment-2: Part-B-Special Provision of Section-IX Particular Condition)
Package No: WP-01 (Lot-1, Lot-2 & Lot-3)
Contract Title: Construction and Improvement of Jhenaidah-Jashore National Highway (N7)

None

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ANNEX-B: ADDENDUM-1

(Including Attachment-1: Revised Drawing and Attachment-2: Part-B-Special Provision of Particular Condition)

Sl.	REFERENCE	EXISTING TEXT IN BID DOCUMENT	REPLACE WITH THE FOLLOWING TEXT
<u>VOLUME-1: PART-1 BIDDING PROCEDURES</u>			
1	Volume-1 Section II Bid Data Sheet ITB 22.1 Deadline for Submission of Bid Page-31	The deadline for bid submission is: Date: 23 January 2023 Time: 2:00 p.m. (Bangladesh Standard Time)	The deadline for bid submission is: Date: 08 February 2023 Time: 2:00 p.m. (Bangladesh Standard Time)
2	Volume-1 Section II Bid Data Sheet ITB 25.1 Bid Opening Page-32	The opening of the Bid shall take place at: Project Director Office, WeCARE, Phase-1: Jhenaidah-Jashore Highway(N7) Improvement Project, Allenbari, Tejgaon, Dhaka- 1215, Bangladesh Date: 07 February 2023 Time: 2:30 p.m. (Bangladesh Standard Time)	The opening of the Bid shall take place at: Project Director Office, WeCARE, Phase-1: Jhenaidah-Jashore Highway(N7) Improvement Project, Allenbari, Tejgaon, Dhaka- 1215, Bangladesh Date: 08 February 2023 Time: 2:30 p.m. (Bangladesh Standard Time)
3	Volume-1 Section-III Evaluation and Qualification Criteria Page-34	None	<i>Following note shall be added:</i> "All documentary evidence related to eligibility and qualification criteria in case of other than English language, English version duly authenticated by certified translator are to be provided by the bidder."
4	Volume-1 Section-III Evaluation and Qualification Criteria 4.2 (a) Specific Construction & Contract Management Experience Page-41	i) A minimum number of similar contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or Subcontractor between 1st January 2012 and bid submission deadline:	i) A minimum number of similar contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or Subcontractor between 1st January 2013 and bid submission deadline:

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SL REFERENCE	EXISTING TEXT IN BID DOCUMENT	REPLACE WITH THE FOLLOWING TEXT
5 Volume-1 Section-III Evaluation and Qualification Criteria 4.2 (b) Construction experience In Key Activities Page-43	Lot-1 (iii) Key Activity-3: PC girder minimum 2,100 metre (minimum Bridge Span 40 m)	Lot-1 (iii) Key Activity-3: PC girder minimum 2,100 metre (minimum Bridge Span 30 m)
6 Volume-1 Section III Evaluation and Qualification Criteria 4.2 (b) Construction experience In Key Activities – (vi) Page-43	Lot-1 (vi) Key Activity – 6: Asphalt Concrete (Polymer Modified Bitumen) minimum 64,000 m ³ Lot-2 (vi) Key Activity – 6: Asphalt Concrete (Polymer Modified Bitumen) minimum 59,000 m ³ Lot-3 (vi) Key Activity – 6: Asphalt Concrete (Polymer Modified Bitumen) minimum 50,000 m ³	Lot-1 (vi) Key Activity – 6: Asphalt Concrete (Polymer Modified Bitumen or Natural Rubber Modified Bitumen or Crumb Rubber Modified Bitumen or equivalent) minimum 64,000 m ³ Lot-2 (vi) Key Activity – 6: Asphalt Concrete (Polymer Modified Bitumen or Natural Rubber Modified Bitumen or Crumb Rubber Modified Bitumen or equivalent) minimum 59,000 m ³ Lot-3 (vi) Key Activity – 6: Asphalt Concrete (Polymer Modified Bitumen or Natural Rubber Modified Bitumen or Crumb Rubber Modified Bitumen or equivalent) minimum 50,000 m ³
7 Volume-1 Bidding Form Form EXP-4.2 (a) Page-90	<i>Submission requirements: Form EXP – 4.2(a) shall be supported by documents such as Signed Contract Agreement and in case documents other than English language, English notarized version duly certified by certified translator shall be provided Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, and other relevant details sufficient to demonstrate compliance with the requirements.</i>	<i>Shall be added as note in the Form EXP-4.2(a)</i> <i>Note:</i> <i>Submission requirements: Form EXP – 4.2(a) shall be supported by documents such as Signed Contract Agreement and Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, and other relevant details sufficient to demonstrate compliance with the requirements. In case documents other than English language, English translated version duly certified by certified translator shall be provided.</i>
8 Volume-1 Bidding Form Form EXP-4.2 (b) Construction Experience in Key Activities Page-92	<i>Note: None</i>	<i>Shall be added as note in the Form EXP-4.2 (b)</i> <i>Note:</i> <i>Submission requirements: Form EXP – 4.2(b) shall be supported by documents such as Taking-Over Certificate/Contract Completion Certificate for completed works and similar applicable certificate for ongoing works indicating the contract name, value, completion date (or percentage of substantial</i>

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SL. REFERENCE	EXISTING TEXT IN BID DOCUMENT	REPLACE WITH THE FOLLOWING TEXT
5	Volume-1 Bidding Form Form EXP-4.2 (c) Specific Experience in Managing ES aspects Page-94	<p><i>completion), Key Activities performed by Joint Venture Partners, and other relevant details sufficient to demonstrate compliance with the requirements. In case documents other than English language, English translated version duly certified by certified translator shall be provided.</i></p> <p>Shall be added as note in the Form EXP-4.2 (c)</p> <p>Note: Submission requirements: Form EXP - 4.2(c) shall be supported by documents such as Signed Contract Agreement and Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), ES activities performed, and other relevant details sufficient to demonstrate compliance with the requirements. In case documents other than English language, English translated version duly certified by certified translator shall be provided.</p>
10	Volume-1 Bidding Forms Page: 51	Deleted
<u>VOLUME-2 BILL OF QUANTITIES</u>		
11	Volume-2 Bill of Quantities Division-5, Bill No-5, Structures 5/3 Prestressed Concrete Girders Lot - 3	Item no - 05/03/01 f is deleted
12	Volume-2 Bill of Quantities Division-5, Bill No-5, Structures 5/3 Prestressed Concrete Girders Lot - 3	Item no - 05/03/01 g Type-7, Girder span greater than 4000 m but not exceeding 43.50m Quantity - 336 Number.
<u>VOLUME-4: WORKS REQUIREMENTS (DRAWING)</u>		
13	Volume - 4 / Part -B Drawing Lot-1 & Lot-3	Corresponding drawing replaced as following: [Annex-1(Revised/Additional Drawing) of ADDENDUM-1]
14	Volume - 4 of 6/ Part -B	Corresponding drawing is added:

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Annex

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SL REFERENCE	EXISTING TEXT IN BID DOCUMENT	REPLACE WITH THE FOLLOWING TEXT
	Drawing Lot-1, 2 & 3 Drawing of Railing	[Annex-1(Revised/Additional Drawing) of ADDENDUM-1]
15	Volume-4 of 6/ Part-A. Lot-1, 2 & 3	Corresponding drawing is added: [Annex-1(Revised/Additional Drawing) of ADDENDUM-1]
16	Volume- 4 of 6 Engineer's Office and other facilities	Corresponding drawing is added: Annex-1(Revised/Additional Drawing) of ADDENDUM-1 (In the drawing details of furniture etc. is shown)
VOLUME-6: PART-3 CONDITION OF CONTRACT		
17	Volume-6 Section-IX Particular Conditions PART A-Contract Data Sub-clause 4.2 Environmental and Social (ES) Performance Security Page-6	1% of the Accepted Contract Amount The ES Performance Security will be in the form of a Bank Guarantee in the amount(s) of 1% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
18	Volume-6 Section-IX Particular Conditions PART B-Special Provisions For Lot-1, Lot-2 & Lot-3	PART B-Special Provisions (Section-IX Particular Conditions) Page-13 to 54 of Volume-6 are deleted and ATTACHMENT-2: PART B-Special Provision-Condition of Contract is added (28 pages). (Note: Page-13 to 54 of Volume-6 is replaced with ATTACHMENT-2 of Addendum-1)
19	Volume-6 Section-IX Particular Conditions PART A-Contract Data Sub-clause 4.2.3 Return of Performance Security For Lot-1, Lot-2 & Lot-3	None The original performance security furnished at the time of signing of the Contract Agreement shall be substituted, after the issuance of Performance Certificate (after defects liability period) of Phase-1, by a new performance security covering fifty (50) percent amount of the Original Performance Security to the name of Additional Chief Engineer Khulna Zone or his authorized representative as Beneficiary to cover Phase-2 (6 years maintenance period and 1 year defects liability period). The new performance security for Phase-2 shall be substituted yearly by corresponding reduced security (each year @ 10% reduction for 6 years) after completion of respective yearly.

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SL. REFERENCE	EXISTING TEXT IN BID DOCUMENT	REPLACE WITH THE FOLLOWING TEXT
		<p>The Environmental and Social (ES) Performance Security 1% furnished at the time of signing of the Contract Agreement shall be released, after the issuance of Performance Certificate (after defects liability period) of Phase-1.</p>

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ATTACHMENT-1:

REVISED DRAWING

(ADDENDUM-1)

(34 PAGES)

WP-01 (Lot-1, Lot-2, Lot-3)

Construction and Improvement of Jhenaidah-Jashore National Highway(N7)
from Jhenaidah Bus stand to Jashore Chachra Mor (Ch.0+000 to 47+480)

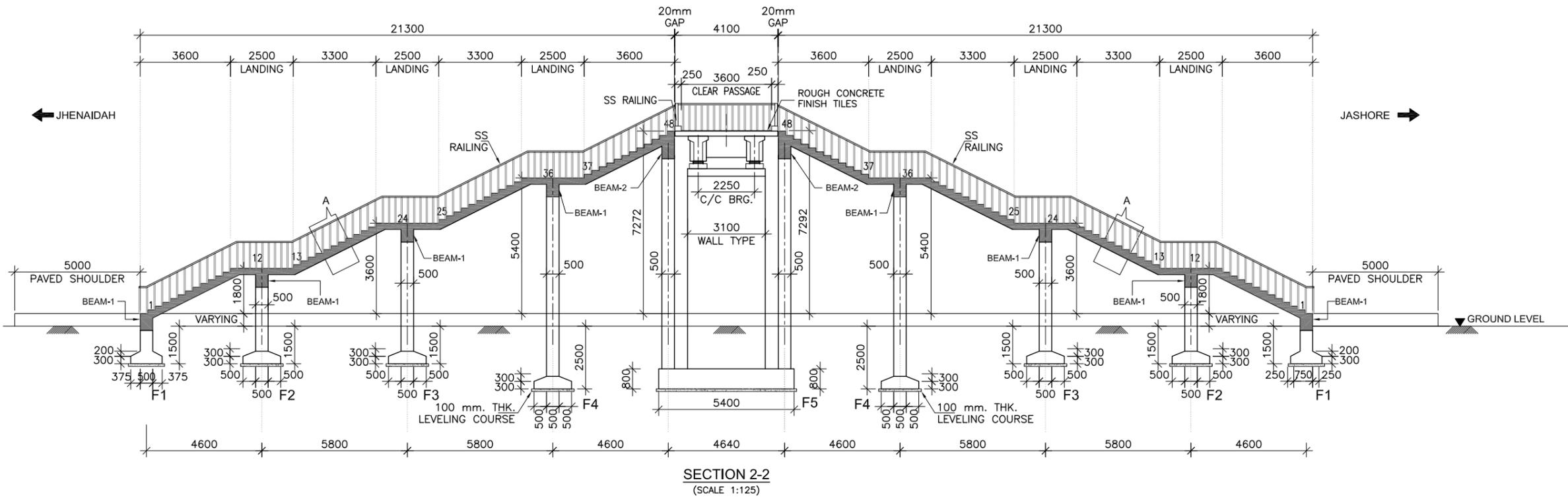
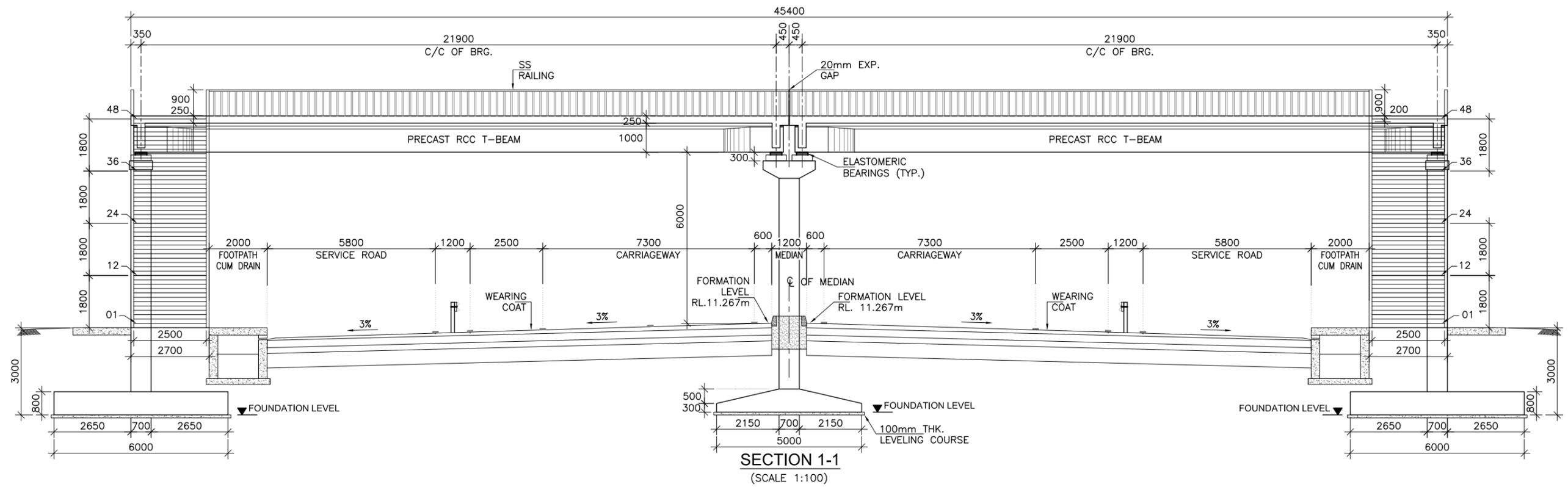


**ADDENDUM-1
(REVISED DRAWINGS)**

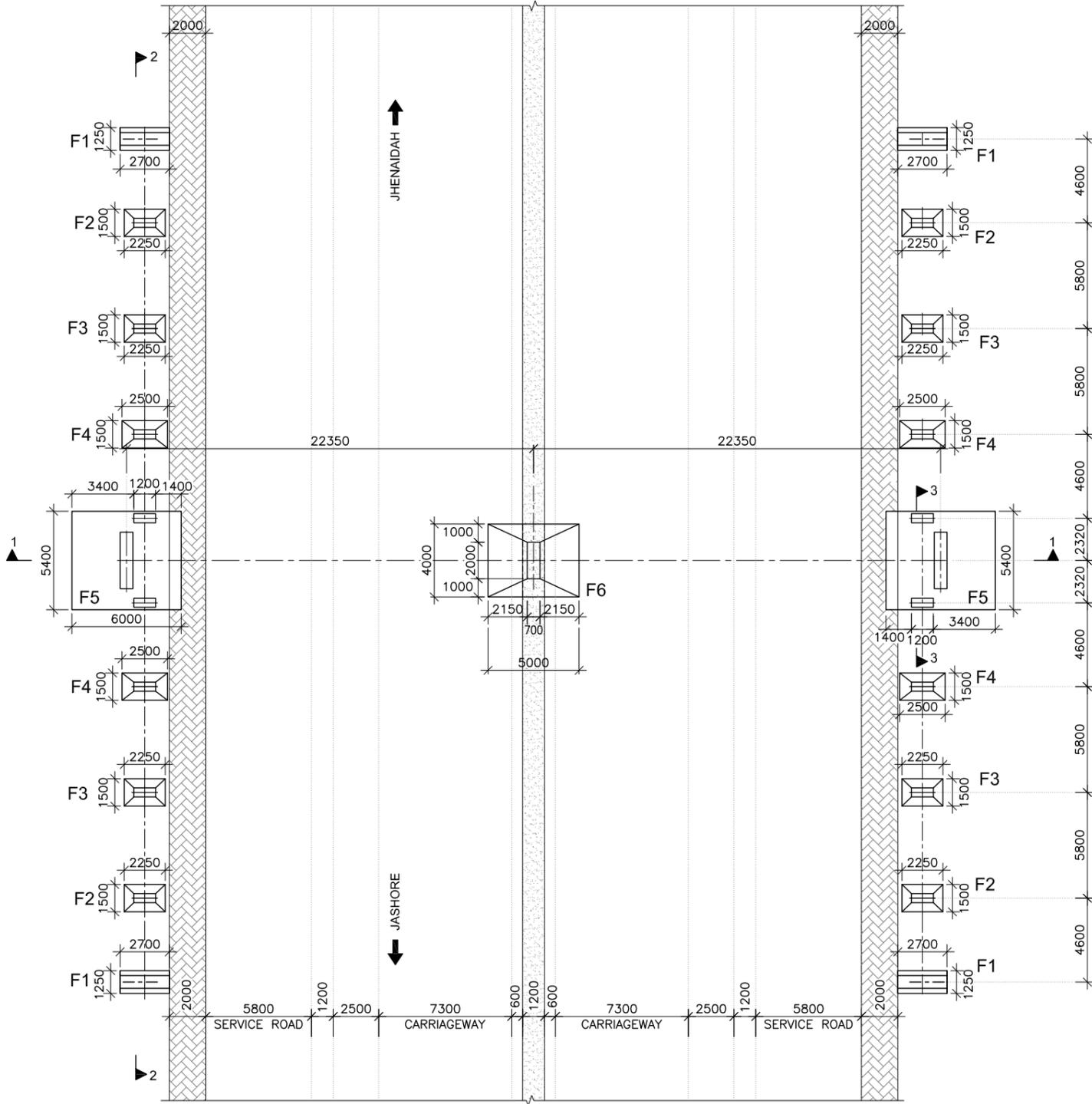
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4/2/20

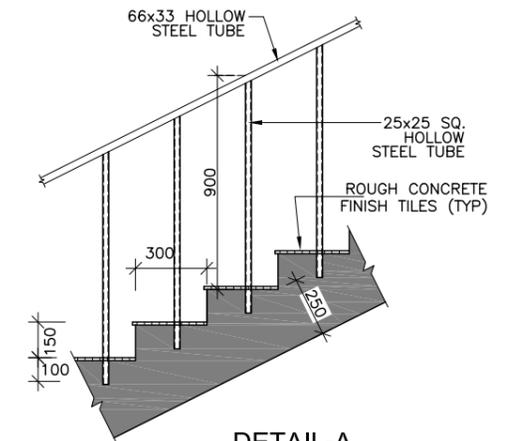
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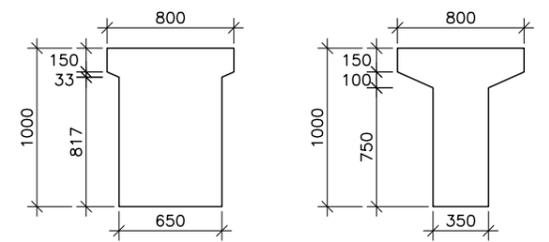
FOOT OVER BRIDGE		CONSULTANT : Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small> in association with : <small>Delight Engineers & Consultants Ltd. (DECL)</small> <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small> 	REV.	DATE	DESCRIPTION			BY	DATE		
			APPROVED BY :		TEAM LEADER:		DWG TITLE: GENERAL ARRANGEMENT DRAWING			CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAIDAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900	
			PROJECT DIRECTOR, RHD		SB						
			DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE:	DWG. No: ADD-1,SL-9/1		
ASHIK/MERAJ	H.GUPTA	M.D.GUPTA			AS SHOWN						



BOTTOM PLAN
(SCALE 1:200)

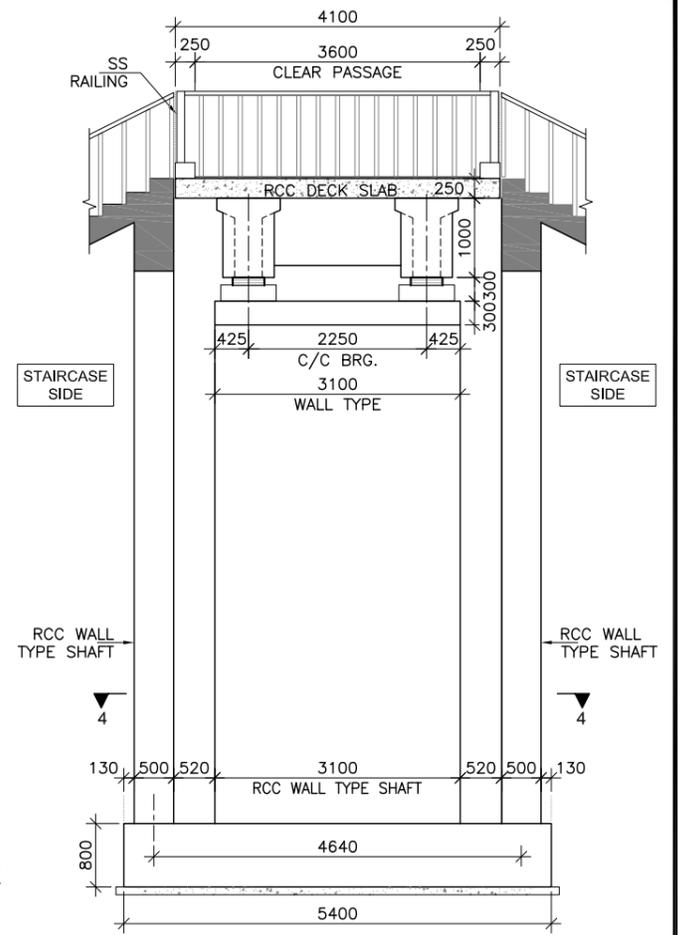


DETAIL-A
(SCALE 1:20)

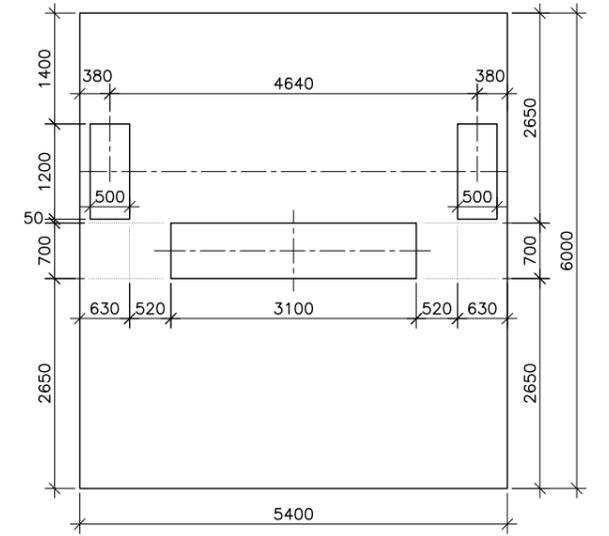


AT SUPPORT AT MID SPAN
TYPICAL GIRDER SECTION
(FOR 21.9m SPAN)
(SCALE 1:30)

- NOTES:-**
- ALL DIMENSIONS ARE IN mm, UNLESS OTHERWISE MENTIONED. ONLY WRITTEN DIMENSIONS AND NUMBER OF BARS SHALL BE FOLLOWED. NO DIMENSIONS SHALL BE SCALED.
 - GRADE OF CONCRETE SHALL BE C-30.
 - CLEAR COVER TO OUTER MOST STEEL SHALL BE :-
 - FOOTING = 75mm
 - PIERS = 50mm
 - BEAMS = 50mm
 - SLABS = 50mm
 - SS RAILINGS SHALL BE OF HOLLOW TUBULAR SECTIONS OF THICKNESS 2mm AS APPROVED BY ENGINEER-IN-CHARGE.
 - WHILE EXCAVATING FOR FOOTING PRECAUTIONS WILL BE TAKEN TO PROTECT THE EXISTING DUCTS AND OTHER SERVICES ENCOUNTERED IN THE AREA OF EXCAVATION.
 - SURFACE OF THE FOOTBRIDGE AND STEPS OF THE STAIRCASE SHALL BE ROUGH CONCRETE FINISH TILES OR BE GIVEN FINISH AS APPROVED BY THE ENGINEER.



SECTION 3-3
(SCALE 1:60)



SECTIONAL PLAN AT 4-4
(SCALE 1:60)

FOOT OVER BRIDGE

Roads and Highways Department
Ministry of Road Transport and Bridges
Government of the People's Republic of Bangladesh

WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM

CONSULTANT :

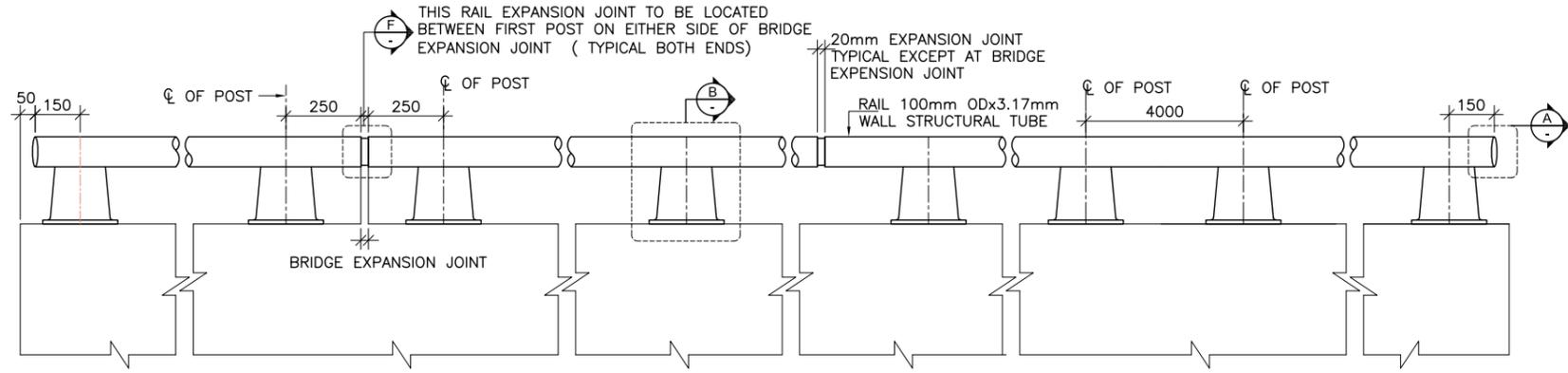
Intercontinental Consultants and Technocrats Pvt. Ltd.
(An ISO 9001:2015 Certified Company)
Innovative Creative & Technologically Sustainable Infrastructure Solutions

In joint venture with :
Roughton International Ltd.
AZ Omega Park, Electron Way, Chandlers Ford, Hampshire, SO53 4SE

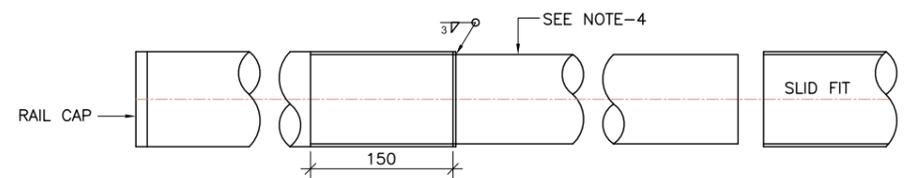
and
BCL Associates Limited
Noorani Tower (2nd Floor), Bt Uttam A K Khandaker Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh

in association with :
Delight Engineers & Consultants Ltd. (DECL)
House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)

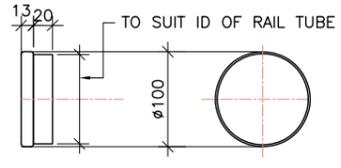
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APPROVED BY :		TEAM LEADER:	DWG TITLE:	
PROJECT DIRECTOR, RHD		SB	GENERAL ARRANGEMENT DRAWING	
DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.
ASHIK/MERAJ	H.GUPTA	M.D.GUPTA		
SCALE:			DWG. No:	
AS SHOWN			ADD-1,SL-9/2	



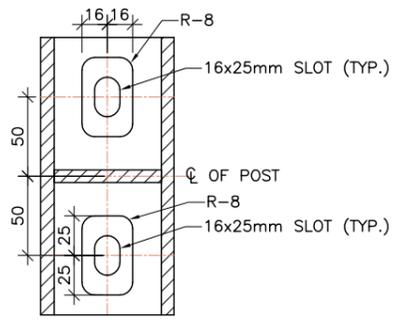
① ELEVATION (INSIDE FACE)
SCALE - 1:15



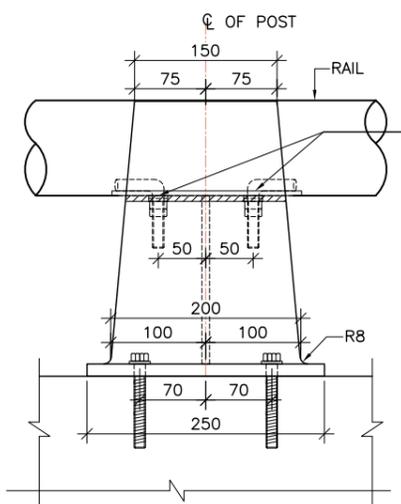
ⓕ DETAIL : F
SCALE - 1:5



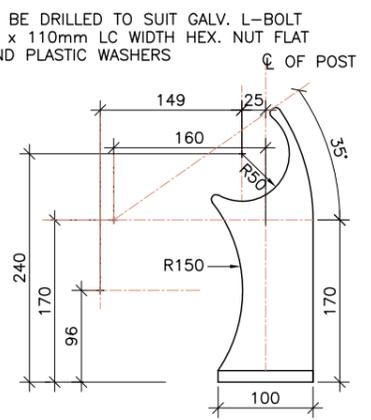
Ⓐ DETAIL : A
SCALE - 1:5



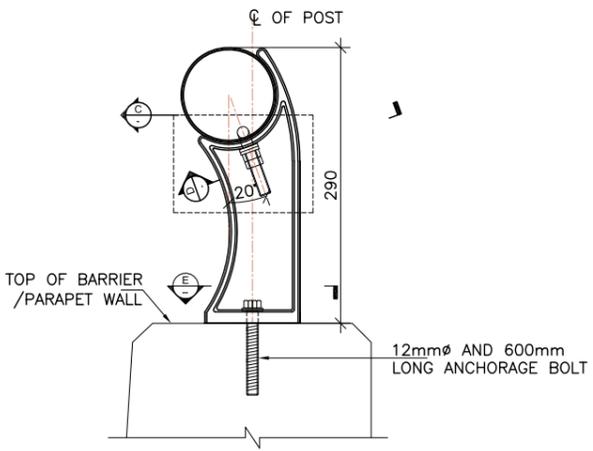
ⓓ DETAIL:- D
SCALE - 1:3



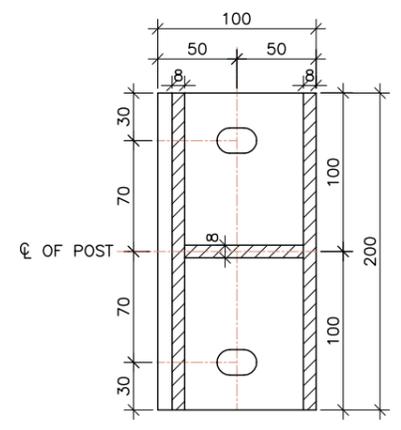
Ⓑ DETAIL : B
SCALE - 1:5



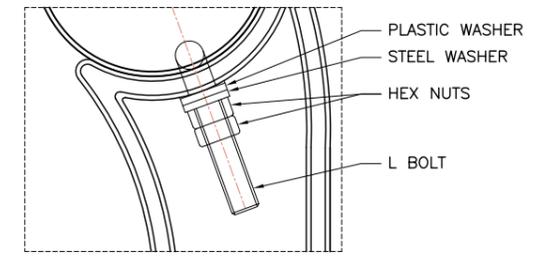
② POST DETAILS
SCALE - 1:5



③ TYPICAL CROSS SECTION
SCALE - 1:5



Ⓔ DETAIL: E
SCALE - 1:3



Ⓒ DETAIL: C
SCALE - 1:2

NOTE :

1. STEEL IN POSTS SHALL BE MILD STEEL SUPPLIED IN ACCORDANCE WITH ASTM A27-60 GRADE 65-35.
2. RAIL SHALL BE SUPPLIED WITH SPLICE IN LENGTHS OF 6980mm (EXCLUDING SPLICE) EXCEPT AS NOTED.
3. RAIL TUBING MATING SURFACES TO HAVE A 2 ± 0.5 mm GAP ALL AROUND TO ENSURE A SLIDE FIT.
4. ELECTRODES SHALL BE A LOW HYDROGEN SPECIFICATION E7015, E7016 OR E701B.
5. POST AND ANCHORAGE TO INCLUDE ALL BOLTS AND WASHERS.
6. END CAP TO INCLUDE SST SELF TAPPING FASTENERS.
7. L-BOLT, NUT AND WASHERS FOR FASTENING STEEL TUBING TO POSTS SHALL BE GALVANIZED (CSA G164-M92).
8. RAIL SHALL BE PREBENT TO FOLLOW ROAD CURVATURE WHERE RADIUS IS LESS THAN 150m.
9. RAIL POSTS SHALL BE SET PERPENDICULAR TO GRADE.
10. RAIL MAY BE CUT AS REQUIRED IN FIELD WITH PIPE CUTTERS. CUT TO BE SURFACE TREATED WITH ZINC RICH PAINT.
11. WHEN CONNECTING TO EXISTING RAILING, RAIL MUST BE MADE CONTINUOUS AND POST SPACING DETERMINED WITH REFERENCE TO EXISTING POSTS.
12. SPLICING OF RAIL TUBES MAY BE DONE BY WELDING ON OF SPLICE PIECE OR BY SWEDGING OF RAIL END.
13. RAILING ANCHORAGE INSERT TO BE PLACED PRIOR TO CONCRETING.
14. ALL 'L' BOLTS SHALL BE INSTALLED AT THE MIDDLE OF THE SLOT AND SHALL BE TIGHTENED TO A CONDITION THAT WILL ALLOW RAIL MOVEMENT.
15. DETAIL - F IS APPLICABLE ONLY FOR MULTIPLE SPAN BRIDGE.

DECK RAIL AND POST DETAIL

Roads and Highways Department
Ministry of Road Transport and Bridges
Government of the People's Republic of Bangladesh

WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM

CONSULTANT :

Intercontinental Consultants and Technocrats Pvt. Ltd.
(An ISO 9001:2015 Certified Company)
Innovative Creative & Technologically Sustainable Infrastructure Solutions

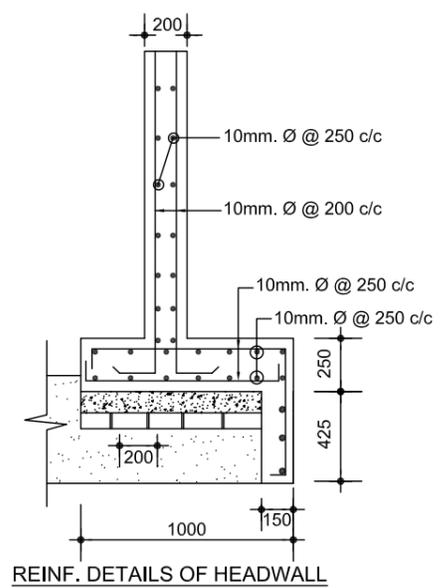
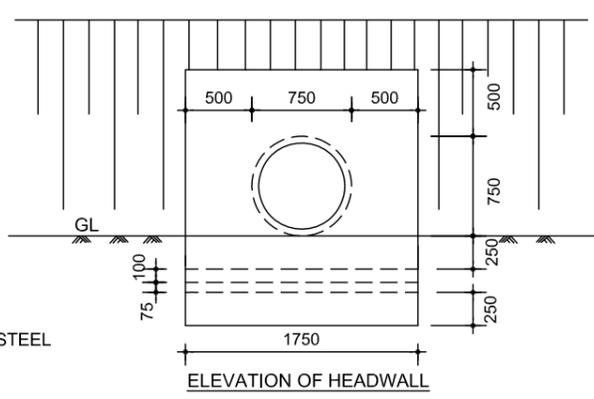
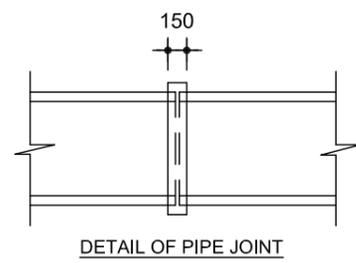
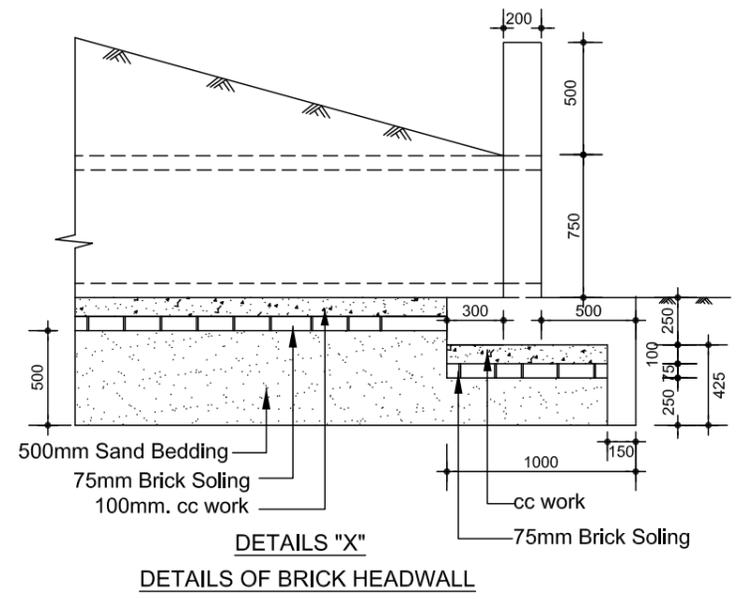
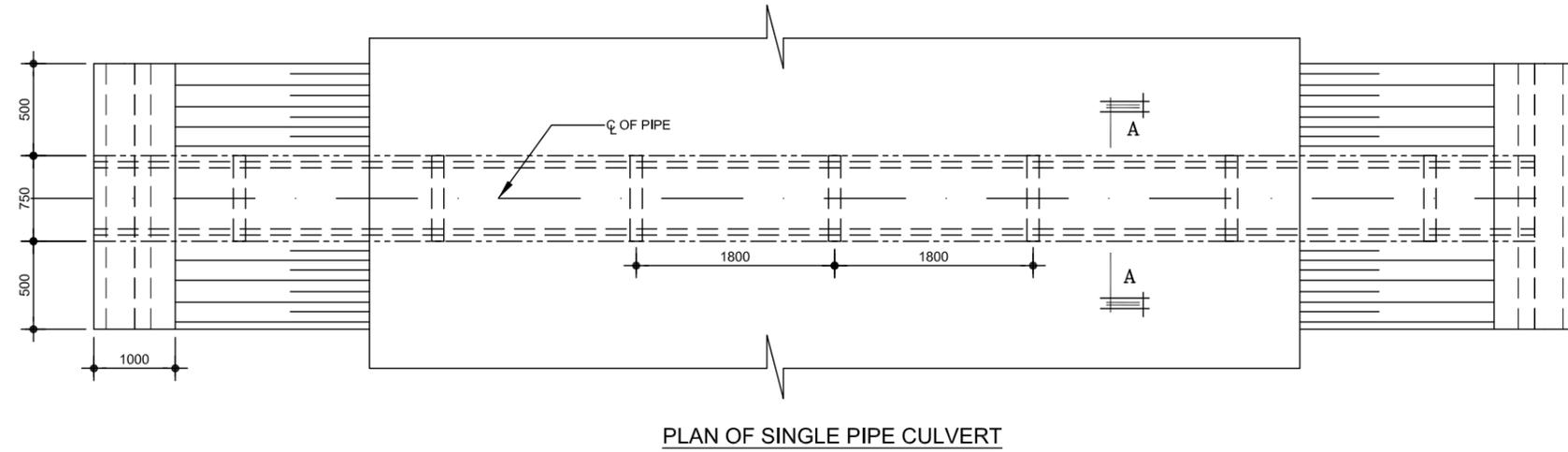
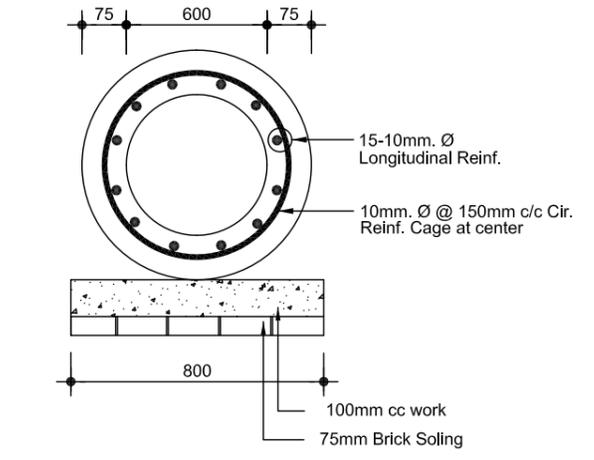
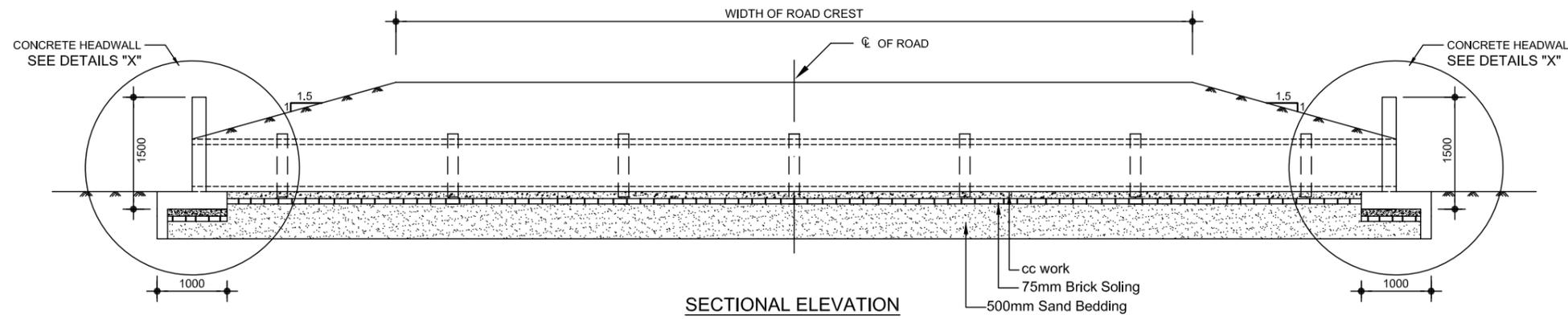
In joint venture with :
Roughon International Ltd.
AZ Omega Park, Electron Way, Chandlers Ford, Hampshire, SO53 4SE

and
BCL Associates Limited
Noorani Tower (2nd Floor), Bt Uttam A K Khandaker Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh

in association with :
Delight Engineers & Consultants Ltd. (DECL)
House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)

REV.	DATE	DESCRIPTION	BY	DATE
APPROVED BY :		TEAM LEADER:	DWG TITLE:	
PROJECT DIRECTOR, RHD		SB	MISCELLANEOUS DRAWING	
DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.
ASHIK/MERAJ	H.GUPTA	M.D.GUPTA		
SCALE:			DWG. No:	
AS SHOWN			ADD-1, SL-10	

Handwritten signatures and initials in blue ink.



NOTE :

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED.
2. MIN. CONCRETE STRENGTH OF PIPE SHALL BE OF $f_c = 25 \text{ MPa}$
3. ANY STANDARD PIPE JOINT MAY BE USED WITH PRIOR APPROVAL FROM THE ENGINEER.
4. REINFORCEMENT USED IN CONCRETE PIPE SHALL BE OF DEFORMED MILD STEEL HAVING MIN. $f_y = 415 \text{ MPa}$
5. PROTECTIVE COVERING OF CONCRETE OVER CIRCULAR REINFORCEMENT, REINFORCEMENT CAGE SHALL BE PLACED AT MIDDLE OF WALL THICKNESS
6. CONCRETE FOR PIPE BEDDING SHALL BE OF $f_c = 25 \text{ MPa}$
7. MIN. FILLING DEPTH OVER PIPE SHALL BE 600 mm.

REV.	DATE	DESCRIPTION	BY	DATE
APPROVED BY :		TEAM LEADER:	DWG TITLE:	
PROJECT DIRECTOR, RHD		SB	PIPE CULVERT DETAILS	
DESIGNED BY	DRAWN BY	CHECKED BY	ROAD NO	OPTION
SKB	BA	EH		SCALE:
				NTS
				DWG. No:
				ADD-1,SL-11


Roads and Highways Department
 Ministry of Road Transport and Bridges
 Government of the People's Republic of Bangladesh
 WESTERN ECONOMIC CORRIDOR AND REGIONAL
 ENHANCEMENT (WeCARE) PROGRAM

CONSULTANT :

Intercontinental Consultants and Technocrats Pvt. Ltd.
 (An ISO 9001:2015 Certified Company)
 Innovative Creative & Technologically Sustainable Infrastructure Solutions
 In joint venture with :

Roughton International Ltd.
 A2 Omega Park, Electron Way,
 Chandlers Ford, Hampshire, SO53 4SE
 and

BCL Associates Limited
 Noorani Tower (2nd Floor), Bir Uttam
 A K Khandaker Sarak, 1,
 Mohakhali Commercial Area,
 Dhaka-1212, Bangladesh

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**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF ROAD TRANSPORT AND BRIDGES
ROAD TRANSPORT AND HIGHWAYS DIVISION
ROADS AND HIGHWAYS DEPARTMENT**

**Request for Bids
Works
(Without Prequalification)**

**Procurement of
Construction and Improvement of Jhenaidah-Jashore National Highway (N7)**

PACKAGE NO. WP-01

Phase-1:	Construction Phase (a) Lot-1: Construction and Improvement of road corridor from Jhenaidah Bus Stand to Kaliganj Bazar (Ch. 00+000 to Ch. 15+900) (Length-15.90 km) (b) Lot-2: Construction and Improvement of road corridor from Kaliganj Bazar to Muradgor Bazar (Ch. 15+900 to Ch. 31+700) (Length-15.80 km) (c) Lot-3: Construction and Improvement of road corridor from Muradgor Bazar to Jashore Chaerra Mor (Ch. 31+700 to Ch. 47+480) (Length-15.78 km)
Phase-2:	Performance Based Maintenance Phase (a) Lot-1: Construction and Improvement of road corridor from Jhenaidah Bus Stand to Kaliganj Bazar (Ch. 00+000 to Ch. 15+900) (Length-15.90 km) (b) Lot-2: Construction and Improvement of road corridor from Kaliganj Bazar to Muradgor Bazar (Ch. 15+900 to Ch. 31+700) (Length-15.80 km) (c) Lot-3: Construction and Improvement of road corridor from Muradgor Bazar to Jashore Chaerra Mor (Ch. 31+700 to Ch. 47+480) (Length-15.78 km)

PART-2 WORKS REQUIRMENT

VOLUME 4 OF 6

HIGHWAY & STRUCTURAL DRAWINGS

ADDENDUM-1, SL NO.13

C. ENGINEER'S OFFICE AND OTHER FACILITIES

Project	:	Western Economic Corridor and Regional Connectivity Enhancement
Contract title	:	Construction and Improvement of Jhenaidah-Jashore National Highway (N7)
Country	:	Bangladesh
IDA Credit No.	:	6684-BD
RFB No	:	WP-01(Lot-1, Lot-2, Lot-3)
Issued on	:	30 November, 2022

Lot-01

dt

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DRAWING INDEX

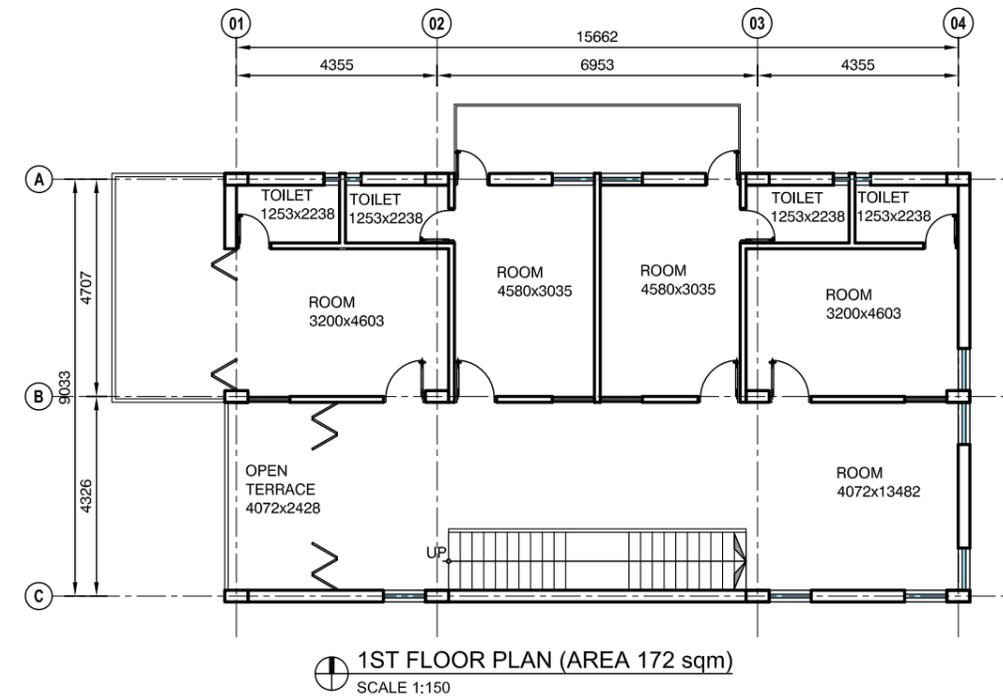
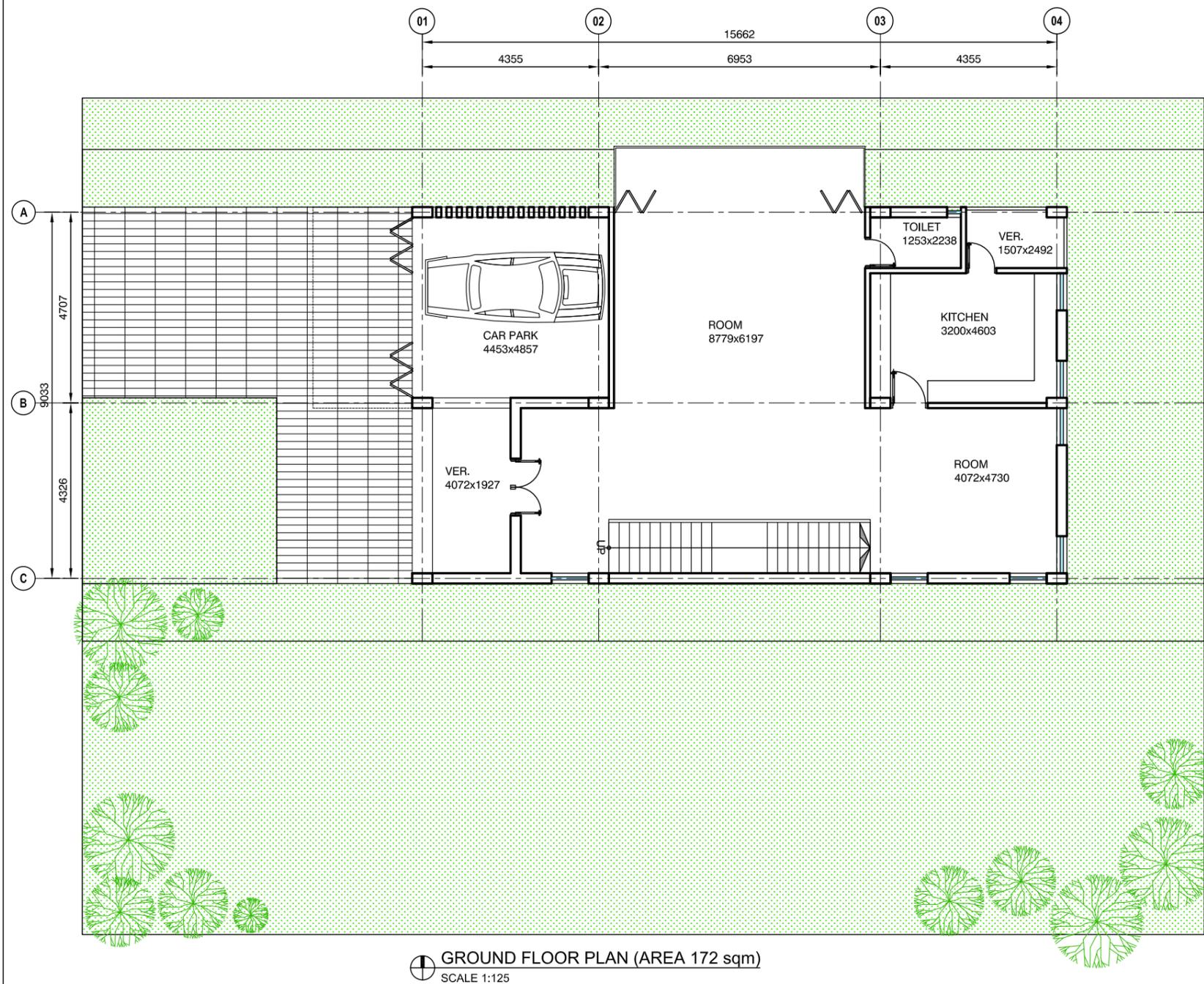
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1a	ENGINEERS' PERMANENT OFFICE BUILDING	A 01- A 02
1b	SEMI PERMANENT OFFICE BUILDING	A 03-A 04
1c	RESIDENTIAL ACCOMMODATION	A 05- A 06
1d	FIELD LABORATORY	A 07
1e	INSPECTION HUT	A 08

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <i>Innovative Creative & Technologically Sustainable Infrastructure Solutions</i>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	APPROVED BY : PROJECT DIRECTOR, RHD		TEAM LEADER: SB	DWG TITLE: LIST OF DRAWINGS			CONSTRUCTION AND IMPROVEMENT OF JHENAI DAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAI DAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900 DWG. No:
		DESIGNED BY MH	DRAWN BY JM	CHECKED BY MR	PACKAGE NO. WP-01	LOT NO. LOT-01	SCALE: AS SHOWN	

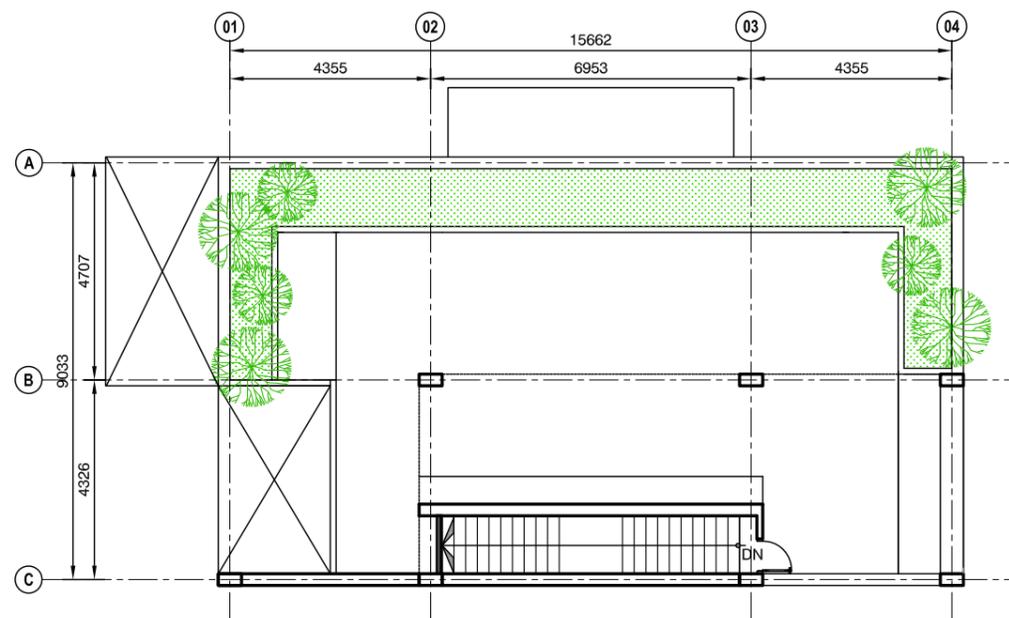
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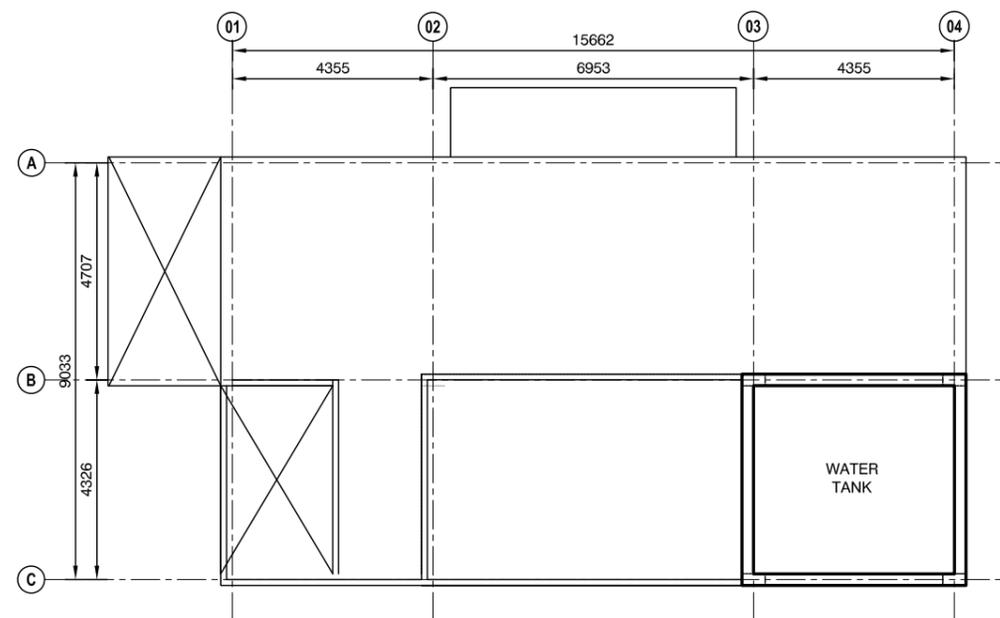
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		REV.	DATE	DESCRIPTION			BY	DATE	
<p>Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh</p> <p>WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM</p>	<p>CONSULTANT :</p> <p>Intercontinental Consultants and Technocrats Pvt. Ltd. (An ISO 9001:2015 Certified Company) Innovative Creative & Technologically Sustainable Infrastructure Solutions</p> <p>in association with :</p> <p>Delight Engineers & Consultants Ltd. (DECL) House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</p>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			<p>CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAIDAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900</p> <p>DWG. No:</p>	
		PROJECT DIRECTOR, RHD		SB	ENGINEERS' PERMANENT OFFICE BUILDING				WeCARE/JHEN-JASH/LOT-01/ A01
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MH	JM	MR	WP-01	LOT-01	AS SHOWN				



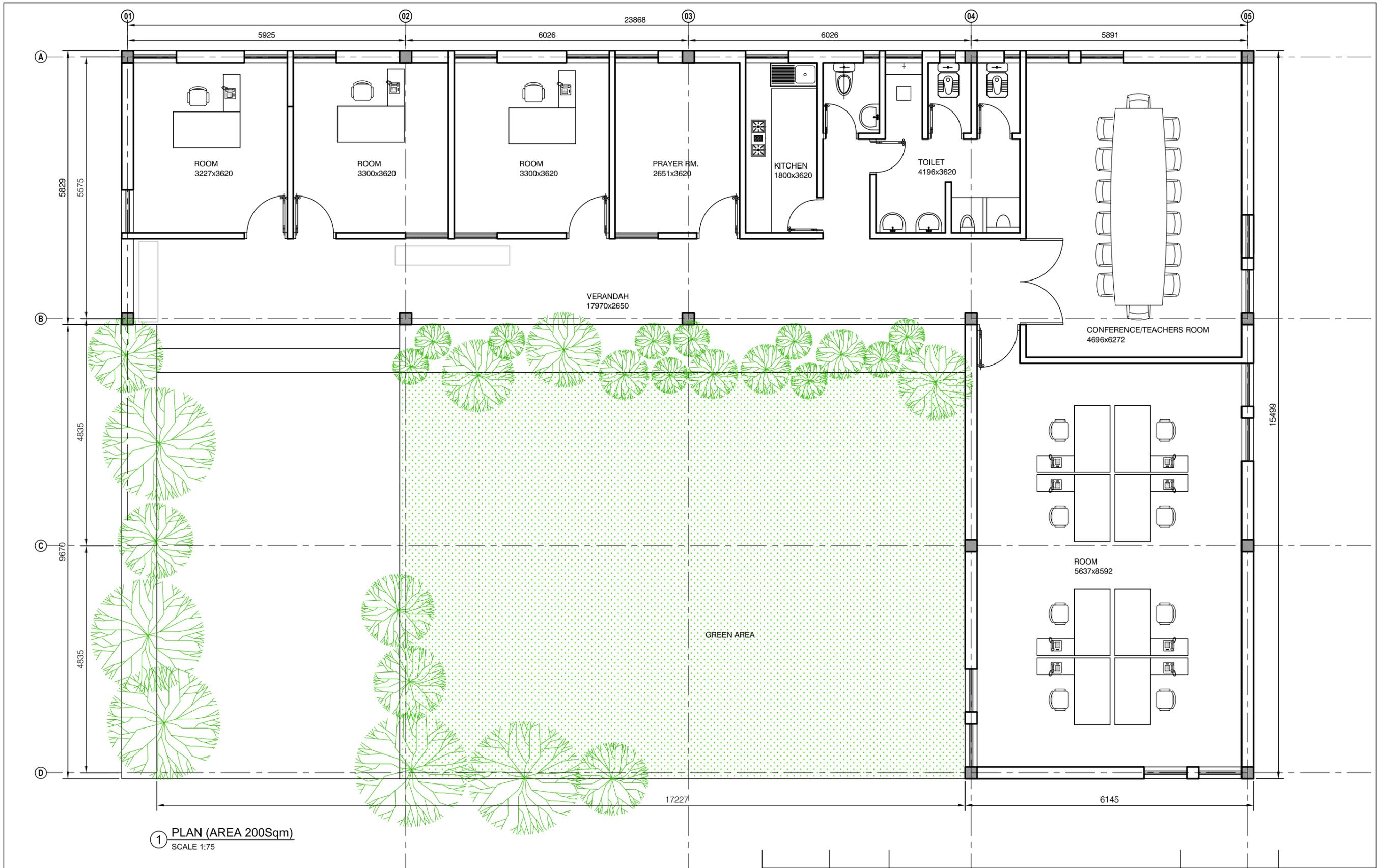
ROOF PLAN (AREA 172 sqm)
SCALE 1:150



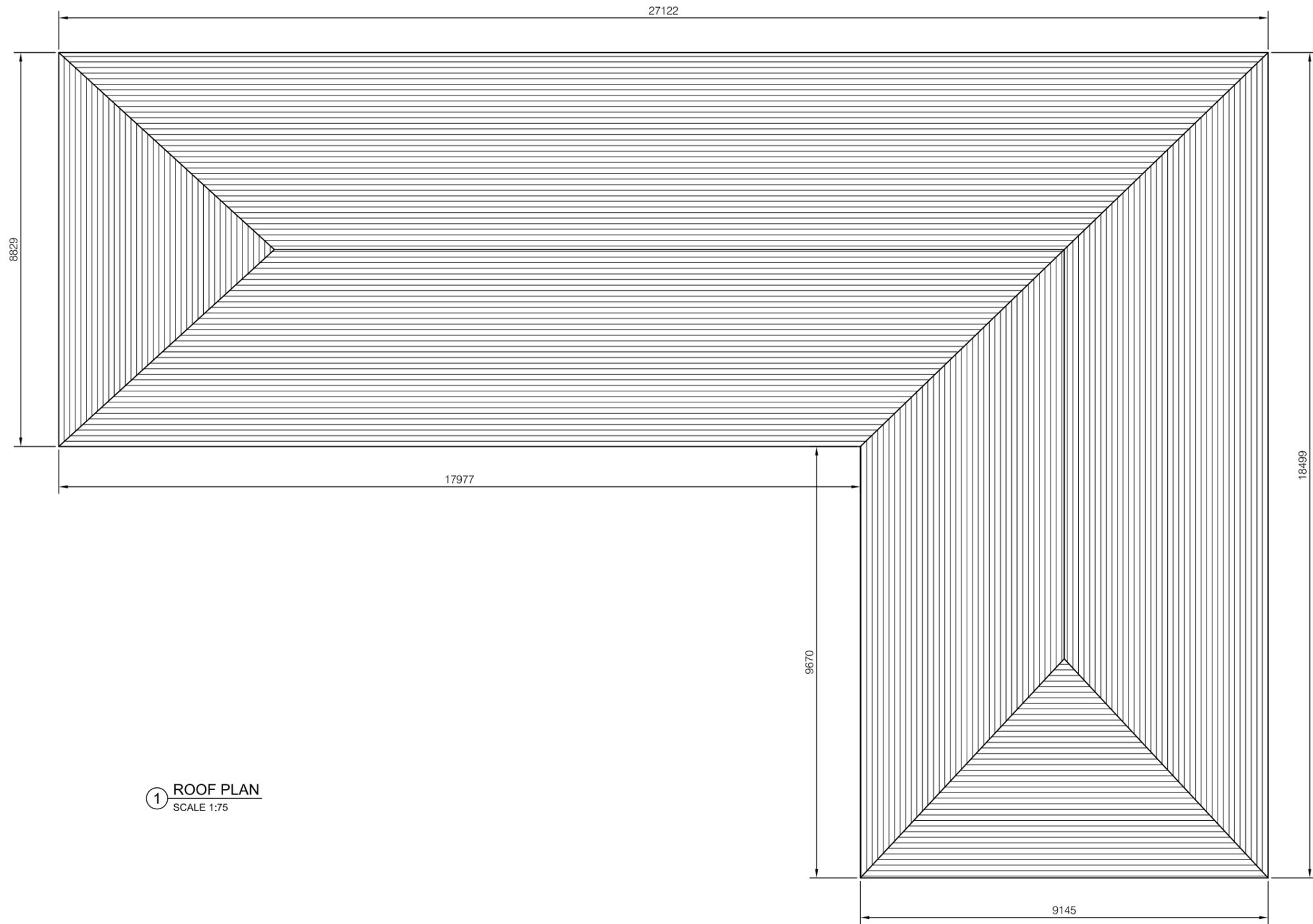
TOP ROOF PLAN (AREA 55 sqm)
SCALE 1:150

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAIDAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900 DWG. No:
		PROJECT DIRECTOR, RHD		SB	ENGINEERS' PERMANENT OFFICE BUILDING			
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE:	
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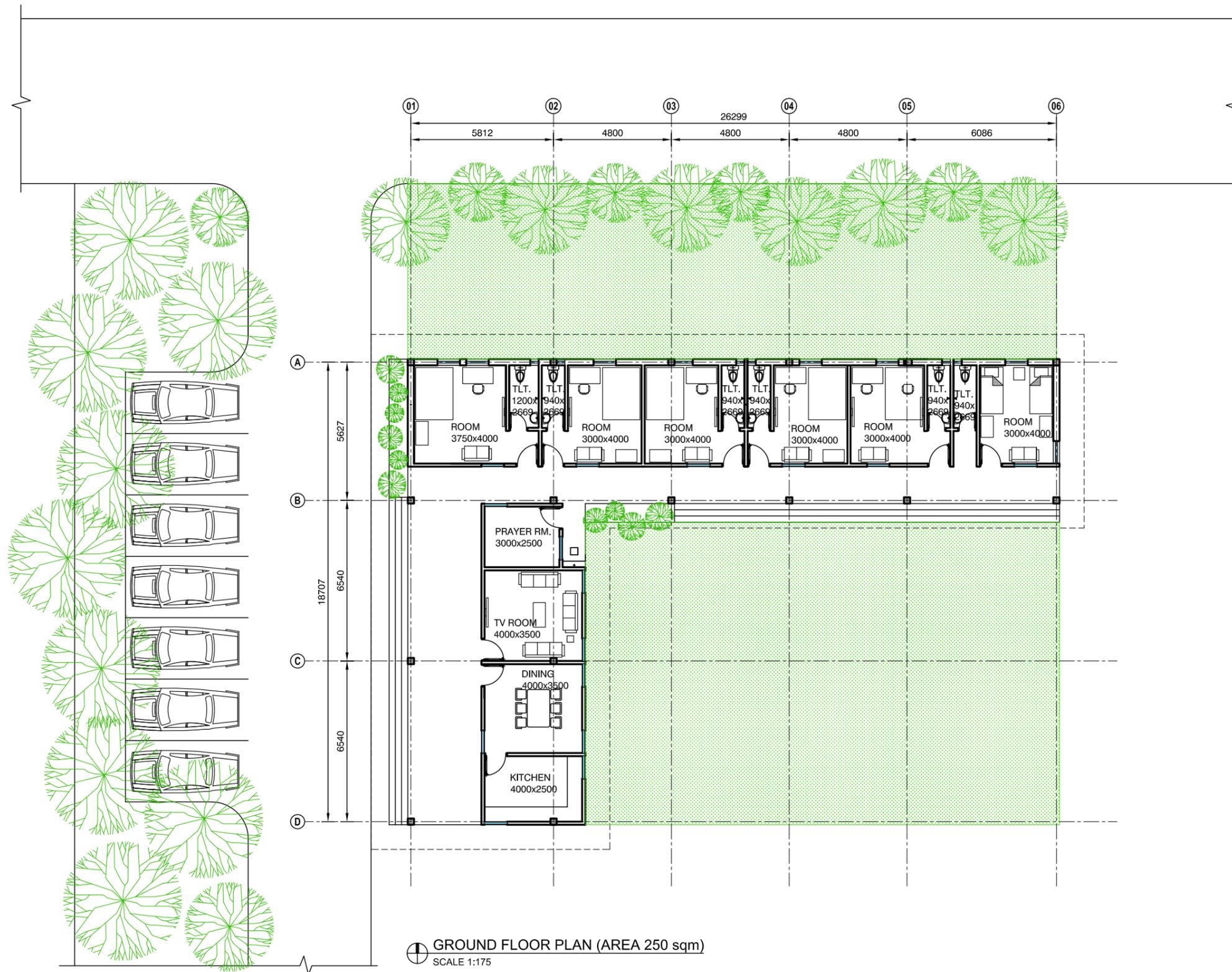
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<p>Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh</p> <p>WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM</p>	<p>CONSULTANT :</p> <p> Intercontinental Consultants and Technocrats Pvt. Ltd. (An ISO 9001:2015 Certified Company) <i>Innovative Creative & Technologically Sustainable Infrastructure Solutions</i></p> <p> Delight Engineers & Consultants Ltd. (DECL) House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</p> <p> BCL Associates Limited Noorani Tower (2nd Floor), Bir Uttam A.K. Khandaker Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh</p> <p><i>in joint venture with :</i> Roughton International Ltd. A2 Omega Park, Electron Way, Chandlers Ford, Hampshire, SO53 4SE</p> <p><i>and</i></p>	APPROVED BY :	TEAM LEADER:	DWG TITLE:			CONSTRUCTION AND IMPROVEMENT OF JHENAI DAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAI DAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900	DWG. No:
		PROJECT DIRECTOR, RHD	SB	ENGINEERS' SEMI PERMANENT OFFICE BUILDING				
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.		
		MH	JM	MR	WP-01	LOT-01	AS SHOWN	



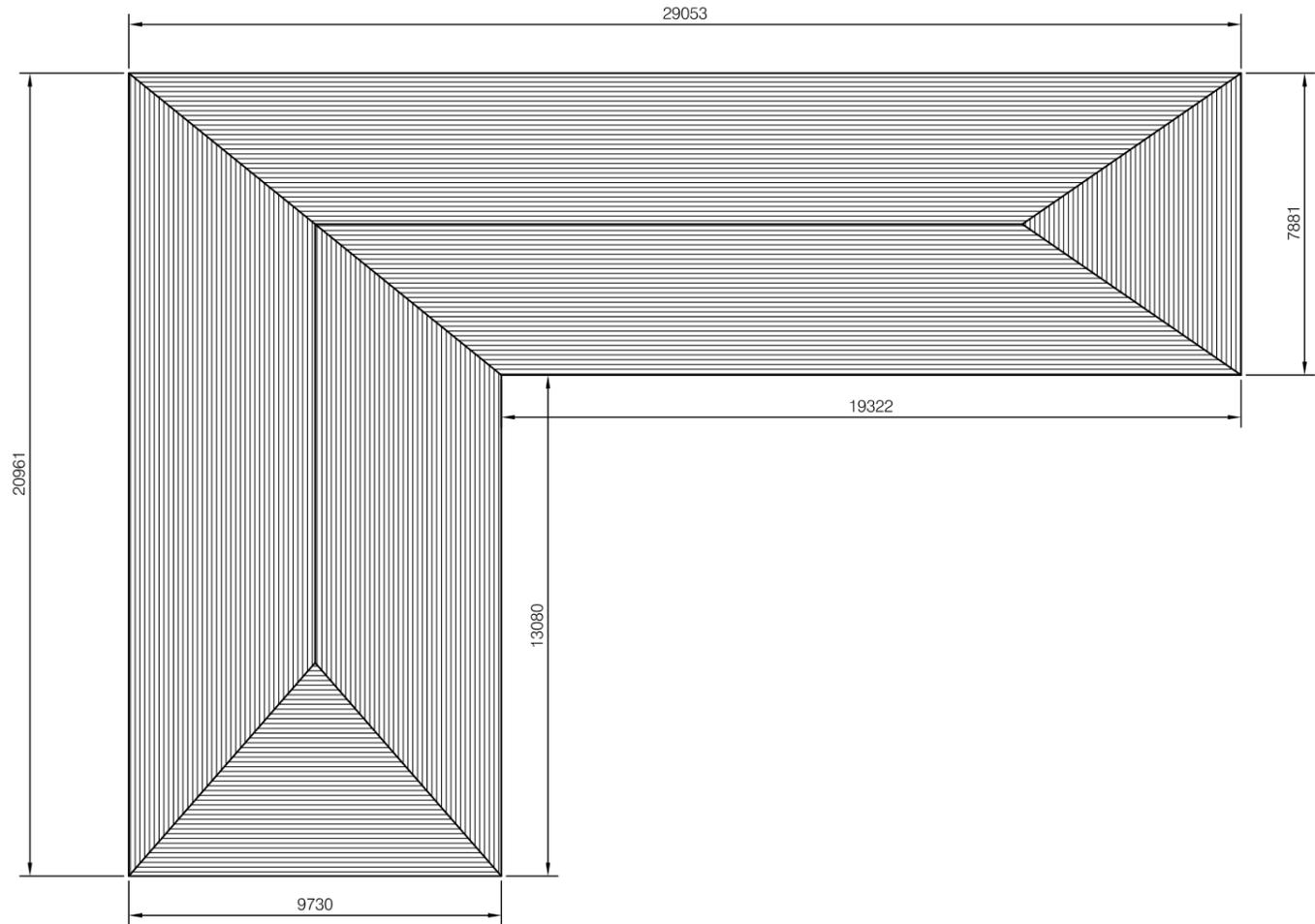
① ROOF PLAN
SCALE 1:75

		REV.	DATE	DESCRIPTION			BY	DATE	
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>	APPROVED BY : PROJECT DIRECTOR, RHD		TEAM LEADER: SB	DWG TITLE: ENGINEERS' SEMI PERMANENT OFFICE BUILDING			CONSTRUCTION AND IMPROVEMENT OF JHENAI DAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAI DAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900 DWG. No:	
	in association with :  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	in joint venture with :  Roughon International Ltd. <small>A2 Omega Park, Electron Way, Chandlers Ford, Hampshire, SO53 4SE</small> and  BCL Associates Limited <small>Noorani Tower (2nd Floor), Bir Uttam A K Khandaker Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh</small>	DESIGNED BY MH	DRAWN BY JM	CHECKED BY MR	PACKAGE NO. WP-01	LOT NO. LOT-01		SCALE: AS SHOWN

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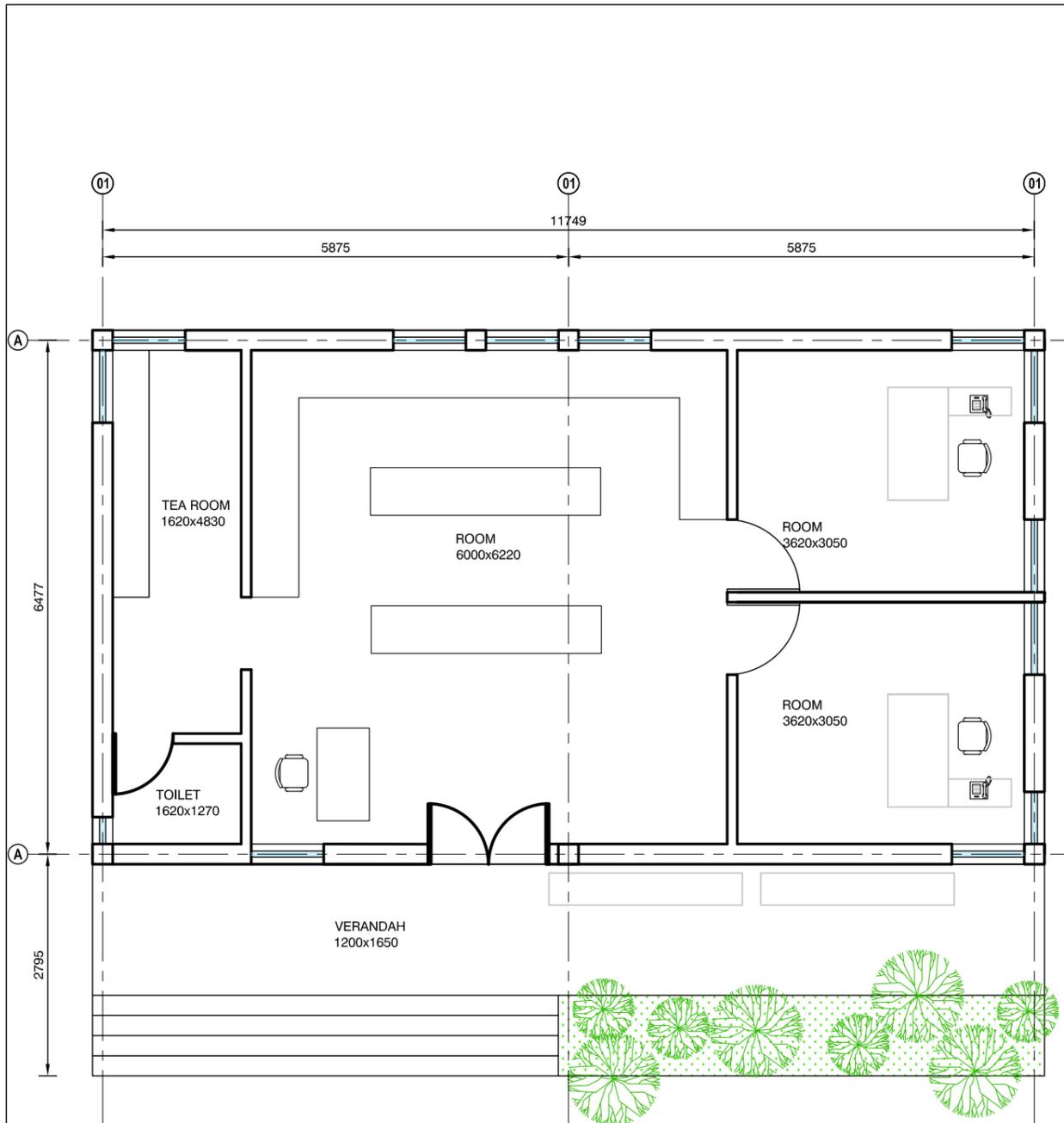
		REV.	DATE	DESCRIPTION			BY	DATE	
<p>Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh</p> <p>WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM</p>	<p>CONSULTANT :</p> <p> Intercontinental Consultants and Technocrats Pvt. Ltd. (An ISO 9001:2015 Certified Company) Innovative Creative & Technologically Sustainable Infrastructure Solutions</p> <p> Delight Engineers & Consultants Ltd. (DECL) House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</p> <p> BCL Associates Limited Noorani Tower (2nd Floor), Bir Uttam A.K. Khandaker Sarak, I, Mohakhali Commercial Area, Dhaka-1212, Bangladesh</p> <p><i>in joint venture with :</i> Roughton International Ltd. A2 Omega Park, Electron Way, Chandlers Ford, Hampshire, SO53 4SE</p> <p><i>and</i></p>	APPROVED BY :	TEAM LEADER:	DWG TITLE:			CONSTRUCTION AND IMPROVEMENT OF JHENAI DAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAI DAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900	DWG. No:	
		PROJECT DIRECTOR, RHD	SB	RESIDENTIAL ACCOMMODATION					
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.			SCALE:
		MH	JM	MR				WeCARE/JHEN-JASH/LOT-01/ A05	



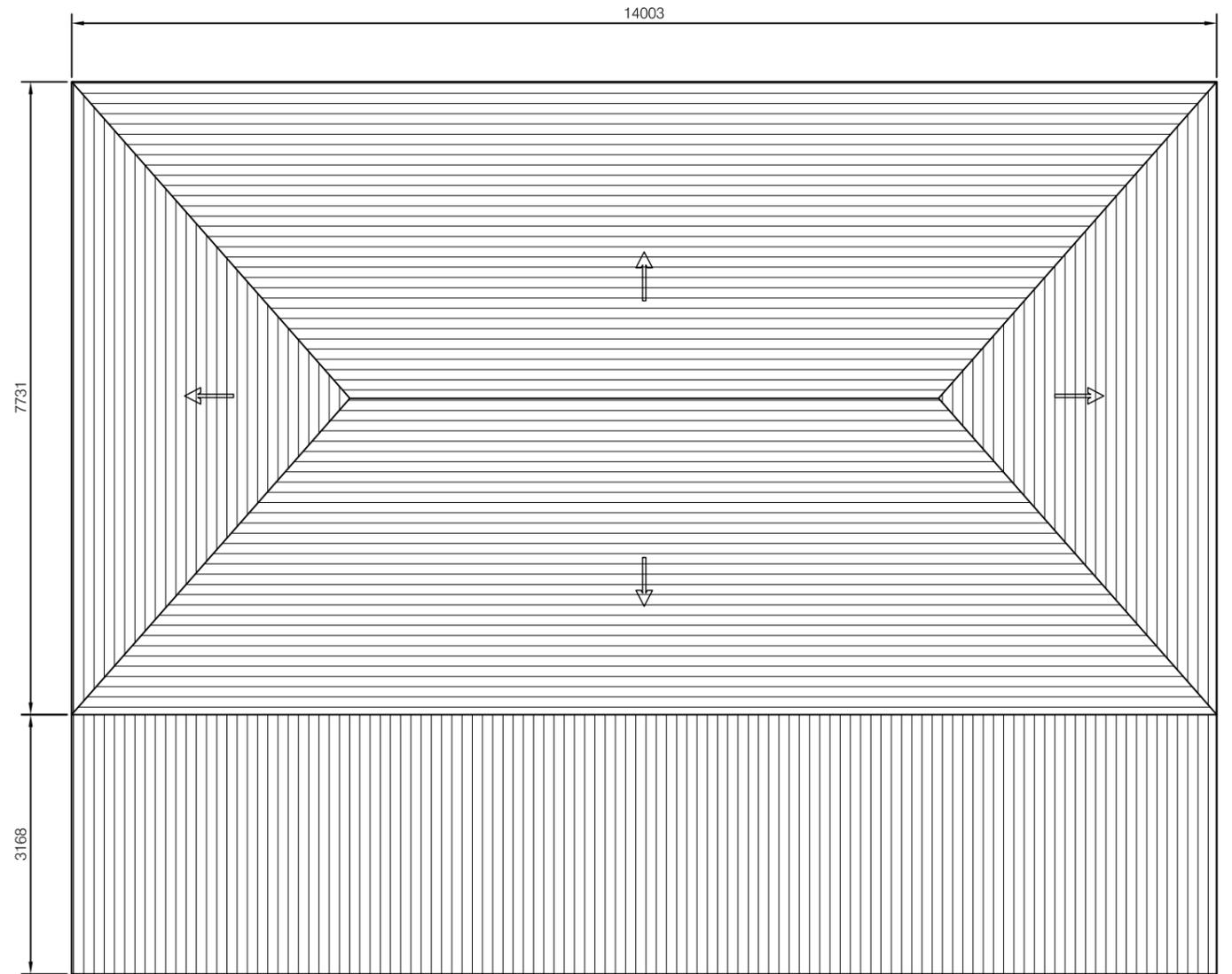
⊕ ROOF PLAN (AREA 356 sqm)
SCALE 1:175

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>  in joint venture with : Roughon International Ltd. <small>A2 Omega Park, Electron Way,</small> <small>Chandlers Ford, Hampshire, SO53 4SE</small> and  BCL Associates Limited <small>Noorani Tower (2nd Floor), Bir Uttam</small> <small>A K Khandaker Sarak, 1,</small> <small>Mohakhali Commercial Area,</small> <small>Dhaka-1212, Bangladesh</small>	APPROVED BY :	TEAM LEADER:	DWG TITLE:			CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAIDAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900 DWG. No:	WeCARE/JHEN-JASH/LOT-01/ A06
		PROJECT DIRECTOR, RHD	SB	RESIDENTIAL ACCOMMODATION				
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.		
MH	JM	MR	WP-01	LOT-01	AS SHOWN			

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PLAN (100 sqm)
SCALE 1:75



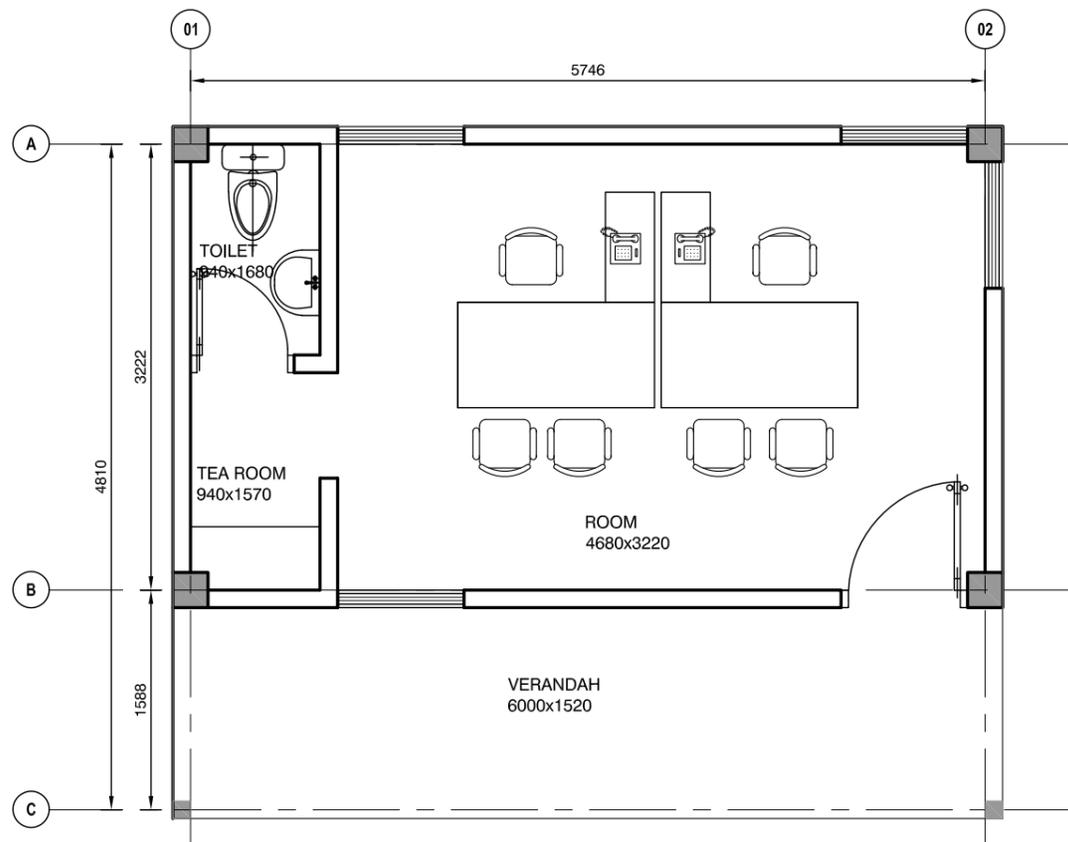
ROOF PLAN (152 sqm)
SCALE 1:75

REV.	DATE	DESCRIPTION	BY	DATE		
					APPROVED BY : PROJECT DIRECTOR, RHD	TEAM LEADER: SB
DESIGNED BY MH	DRAWN BY JM	CHECKED BY MR	PACKAGE NO. WP-01	LOT NO. LOT-01	SCALE: AS SHOWN	DWG. No: WeCARE/JHEN-JASH/LOT-01/ A07

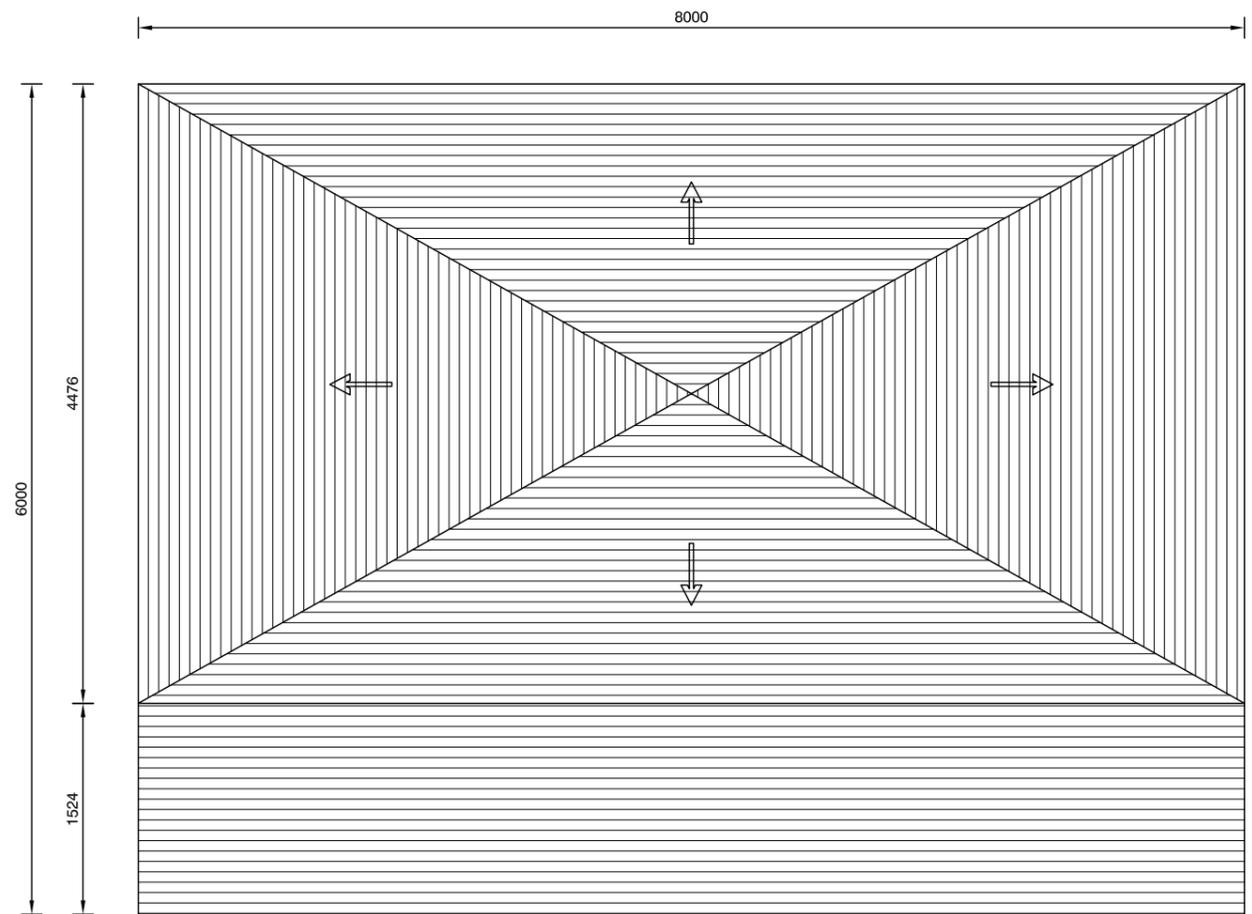
Roads and Highways Department
Ministry of Road Transport and Bridges
Government of the People's Republic of Bangladesh
WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM

CONSULTANT :
Intercontinental Consultants and Technocrats Pvt. Ltd.
(An ISO 9001:2015 Certified Company)
Innovative Creative & Technologically Sustainable Infrastructure Solutions
in joint venture with :
Roughton International Ltd.
A2 Omega Park, Electron Way, Chandlers Ford, Hampshire, SO53 4SE
and
BCL Associates Limited
Noorani Tower (2nd Floor), Bir Uttam A K Khandaker Sarak, I, Mohakhali Commercial Area, Dhaka-1212, Bangladesh

Handwritten signatures and initials in blue ink.



GROUND FLOOR PLAN (AREA 30 sqm)
SCALE - 1:50



ROOF PLAN (AREA 48 sqm)
SCALE - 1:50

		REV.	DATE	DESCRIPTION			BY	DATE	
<p>Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh</p> <p>WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM</p>	<p>CONSULTANT :</p> <p>Intercontinental Consultants and Technocrats Pvt. Ltd. (An ISO 9001:2015 Certified Company) <i>Innovative Creative & Technologically Sustainable Infrastructure Solutions</i></p> <p>Delight Engineers & Consultants Ltd. (DECL) House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</p>	APPROVED BY :		TEAM LEADER:	DWG TITLE:				
		PROJECT DIRECTOR, RHD		SB	INSPECTION HUT			CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM JHENAIDAH BUS STAND TO KALIGANJ BAZAR CH.00+000 TO 15+900	
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE:	DWG. No:	
MH	JM	MR	WP-01	LOT-01	AS SHOWN	WeCARE/JHEN-JASH/LOT-01/ A08			

Lot-02

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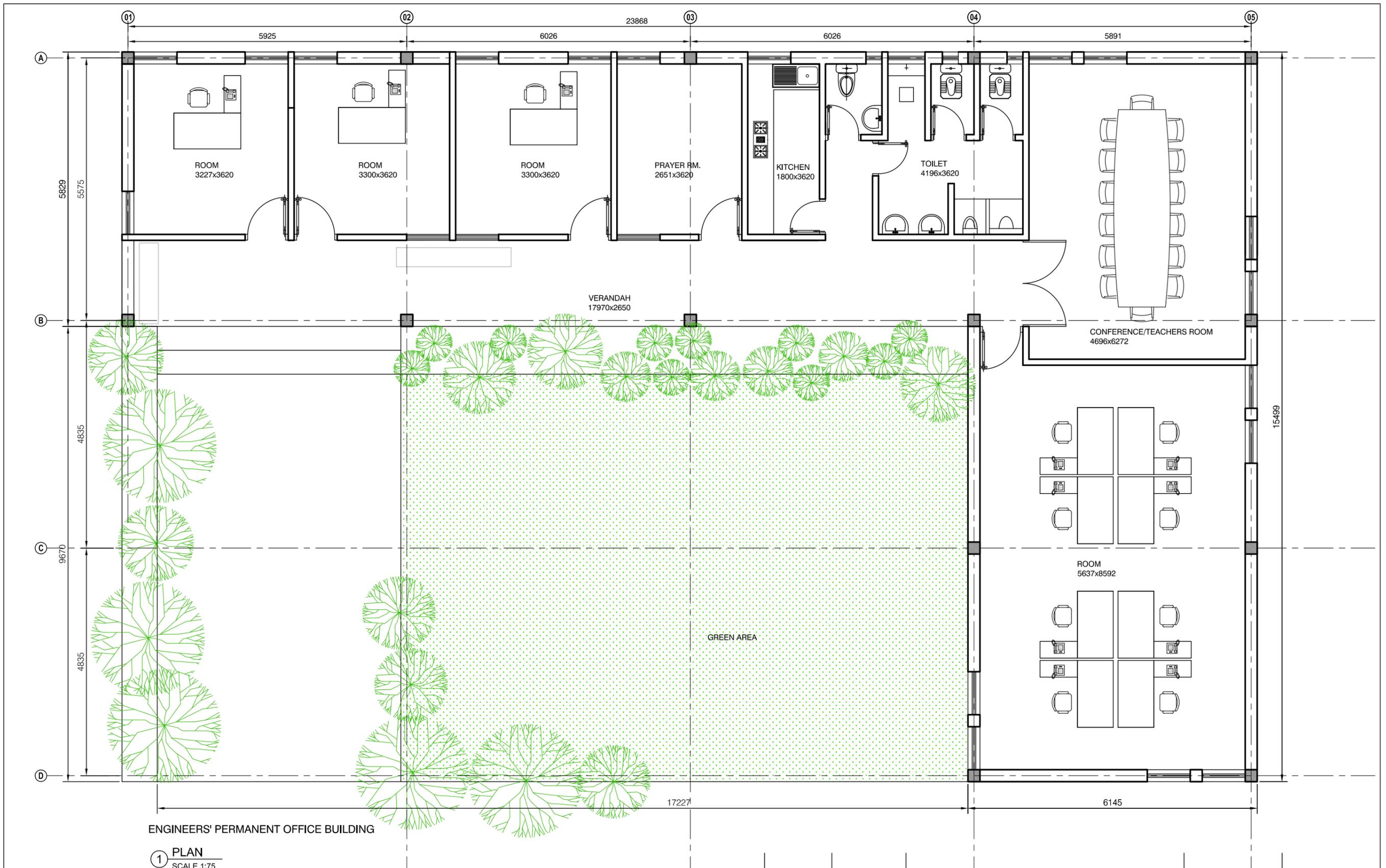
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DRAWING INDEX		
SI	DRAWING DESCRIPTION	DRAWING NUMBER
1	BUILDING LAYOUTS	
1b	SEMI PERMANENT OFFICE BUILDING	A01-A02
1c	RESIDENTIAL ACCOMMODATION	A03-A04
1d	FIELD LABORATORY	A05
1e	INSPECTION HUT	A06

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	APPROVED BY : PROJECT DIRECTOR, RHD		TEAM LEADER: SB	DWG TITLE: LIST OF DRAWINGS			Construction and Improvement of Jhenaidah-Jashore National Highway(N7) from Kaliganj Bazar to Murad Gor Ch.15+900 to 31+700
		DESIGNED BY MH	DRAWN BY JM	CHECKED BY MR	PACKAGE NO. WP-01	LOT NO. LT-02	SCALE AS SHOWN	DWG. NO. WeCARE/JHEN-JASH/LOT-02/ A00

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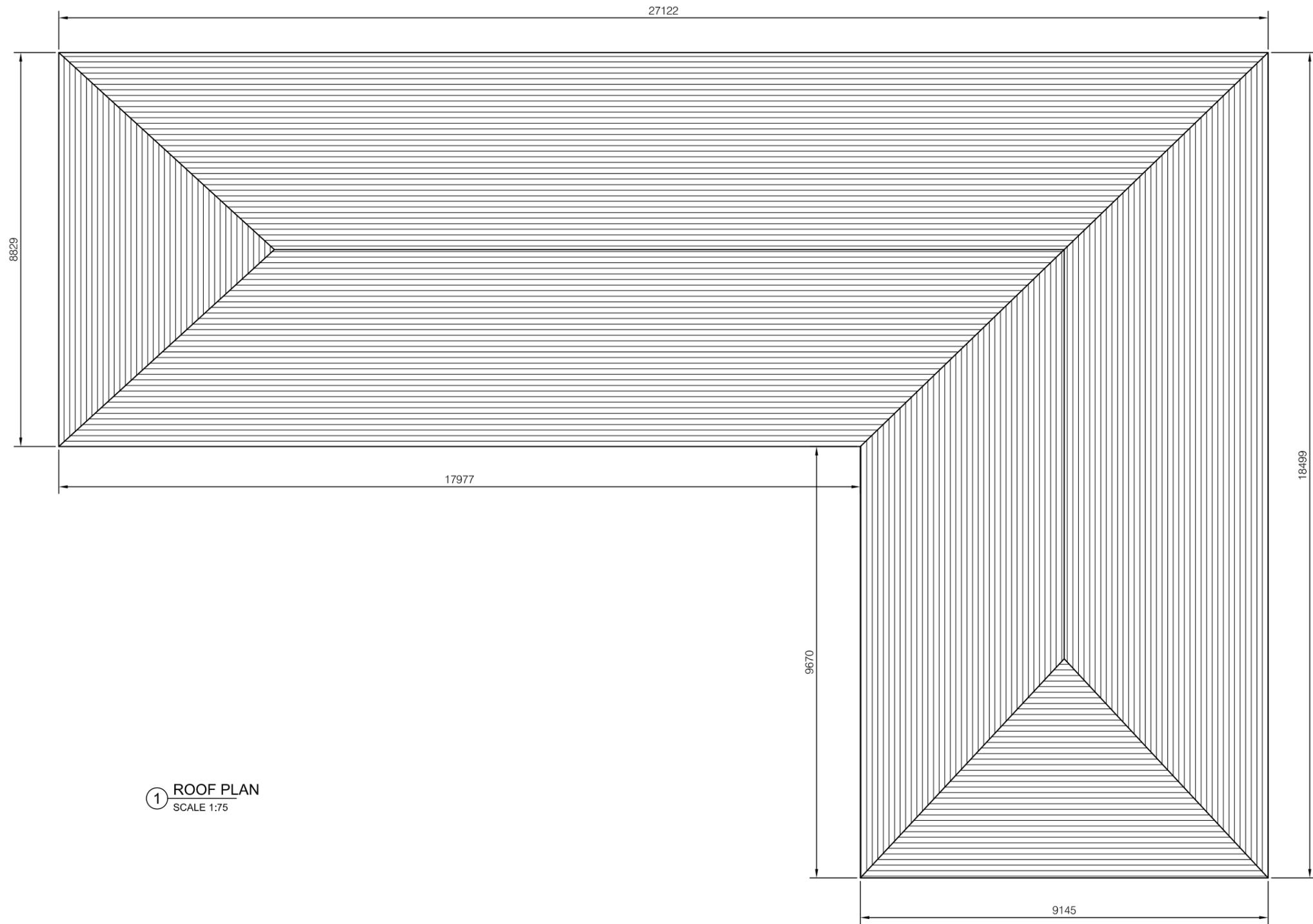


ENGINEERS' PERMANENT OFFICE BUILDING

1 PLAN
SCALE 1:75

		REV.	DATE	DESCRIPTION			BY	DATE
<p>Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh</p> <p>WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM</p>	<p>CONSULTANT :</p> <p>Intercontinental Consultants and Technocrats Pvt. Ltd. (An ISO 9001:2015 Certified Company) <i>Innovative Creative & Technologically Sustainable Infrastructure Solutions</i></p> <p>Delight Engineers & Consultants Ltd. (DECL) House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</p>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			<p>Construction and Improvement of Jhenaidah-Jashore National Highway(N7) from Kaliganj Bazar to Murad Gor Ch.15+900 to 31+700</p> <p>DWG. NO.</p> <p>WeCARE/JHEN-JASH/LOT-02/ A01</p>
		PROJECT DIRECTOR, RHD		SB	ENGINEERS' SEMI PERMANENT OFFICE BUILDING			
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE	
MH	JM	MR	WP-01	LT-02	AS SHOWN			

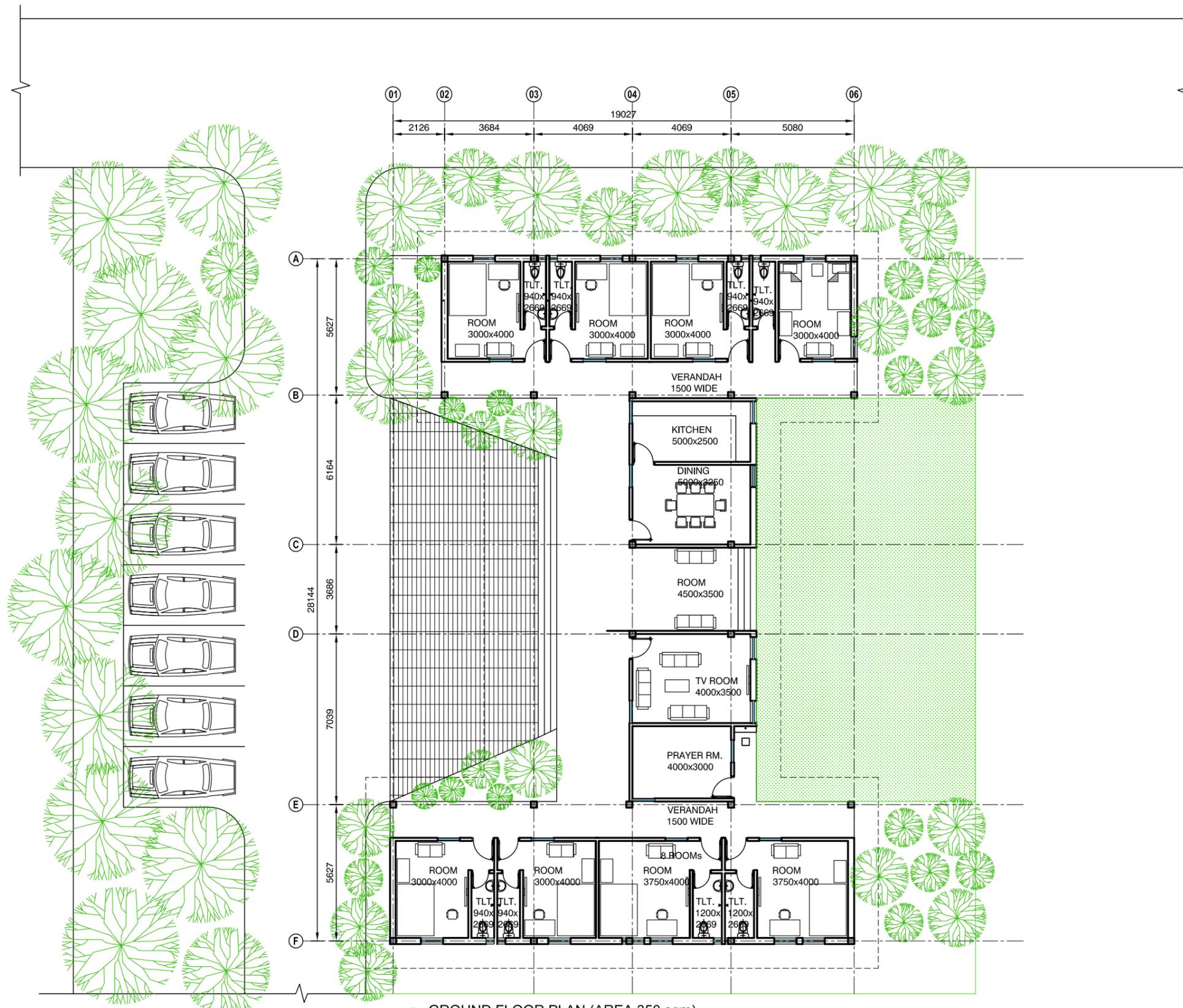
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① ROOF PLAN
SCALE 1:75

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			Construction and Improvement of Jhenaidah-Jashore National Highway(N7) from Kaliganj Bazar to Murad Gor Ch.15+900 to 31+700
		PROJECT DIRECTOR, RHD		SB	ENGINEERS' SEMI PERMANENT OFFICE BUILDING			
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE	DWG. NO.
MH	JM	MR	WP-01	LT-02	AS SHOWN	WeCARE/JHEN-JASH/LOT-02/ A02		

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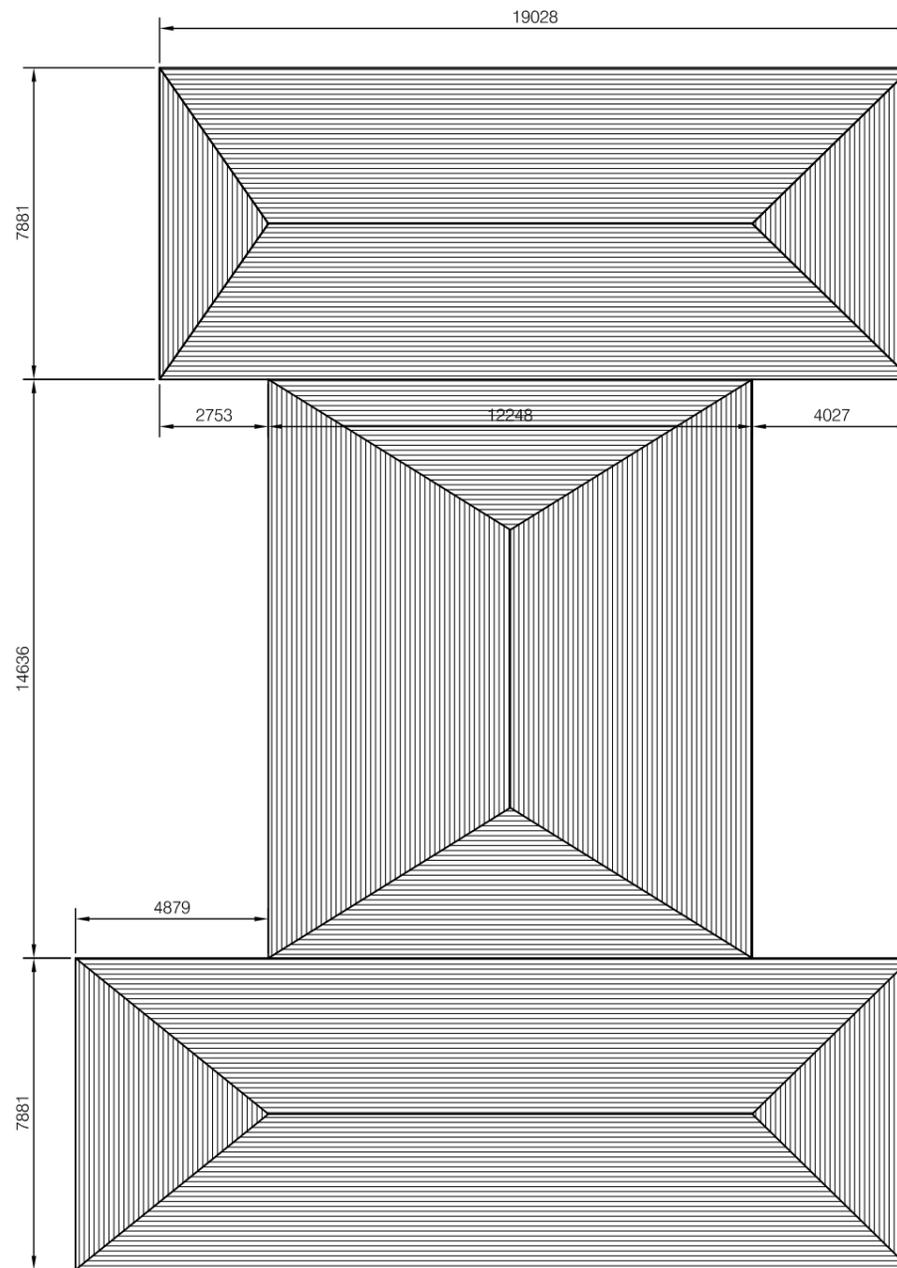
GROUND FLOOR PLAN (AREA 350 sqm)
SCALE 1:175

REV.	DATE	DESCRIPTION	BY	DATE
		APPROVED BY : PROJECT DIRECTOR, RHD	TEAM LEADER: SB	DWG TITLE: RESIDENTIAL ACCOMMODATION
		DESIGNED BY : MH	DRAWN BY : JM	CHECKED BY : MR
			PACKAGE NO. : WP-01	LOT NO. : LT-02
			SCALE : AS SHOWN	
				DWG. NO. : WeCARE/JHEN-JASH/LOT-02/ A03

Roads and Highways Department
Ministry of Road Transport and Bridges
Government of the People's Republic of Bangladesh
WESTERN ECONOMIC CORRIDOR AND REGIONAL
ENHANCEMENT (WeCARE) PROGRAM

CONSULTANT :
Intercontinental Consultants and Technocrats Pvt. Ltd.
(An ISO 9001:2015 Certified Company)
Innovative Creative & Technologically Sustainable Infrastructure Solutions
in joint venture with :
Roughton International Ltd.
A2 Omega Park, Electron Way,
Chandlers Ford, Hampshire, SO53 4SE
and
BCL Associates Limited
Noorani Tower (2nd Floor), Bir Uttam
A K Khandaker Sarak, I,
Mohakhali Commercial Area,
Dhaka-1212, Bangladesh

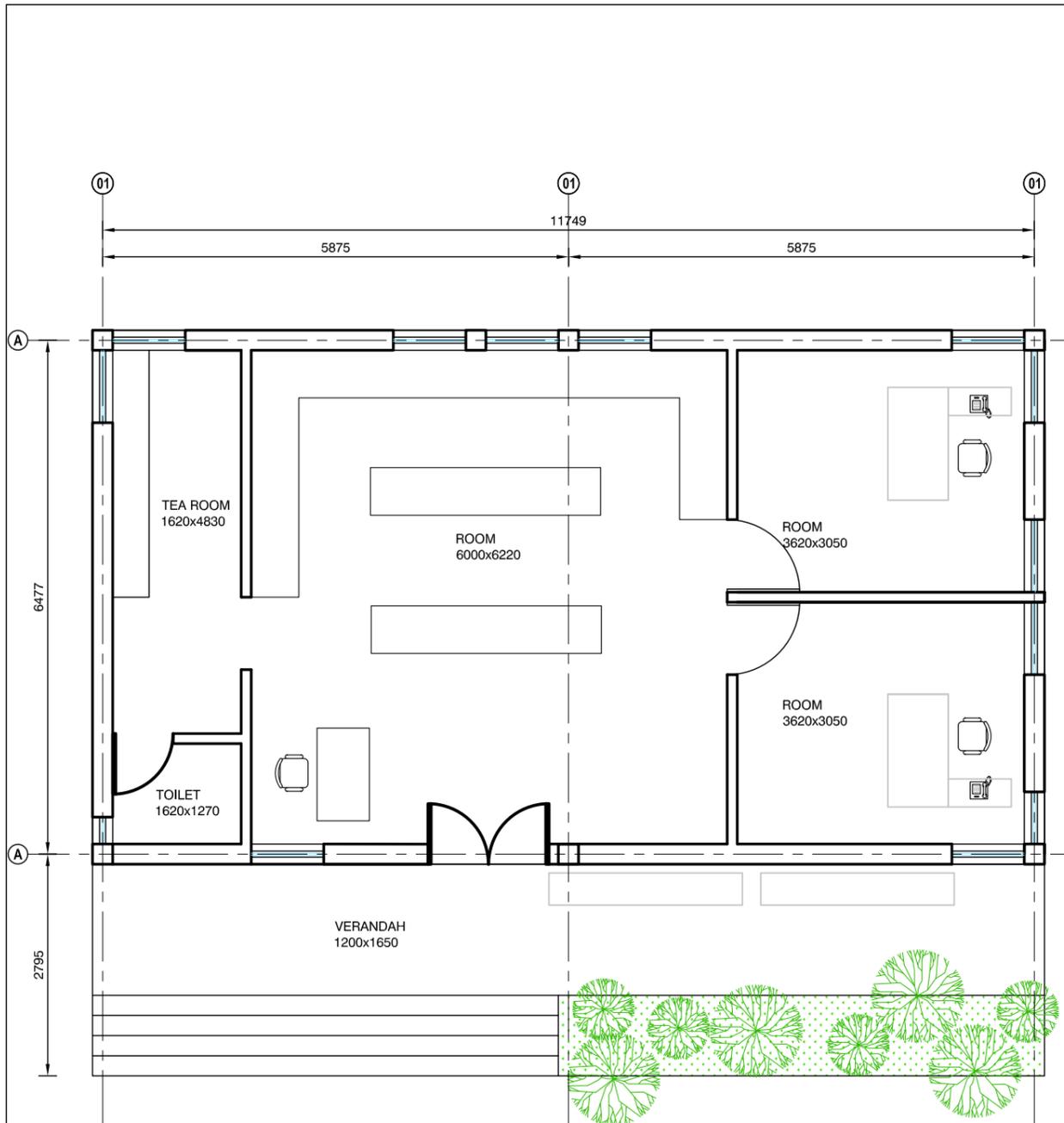
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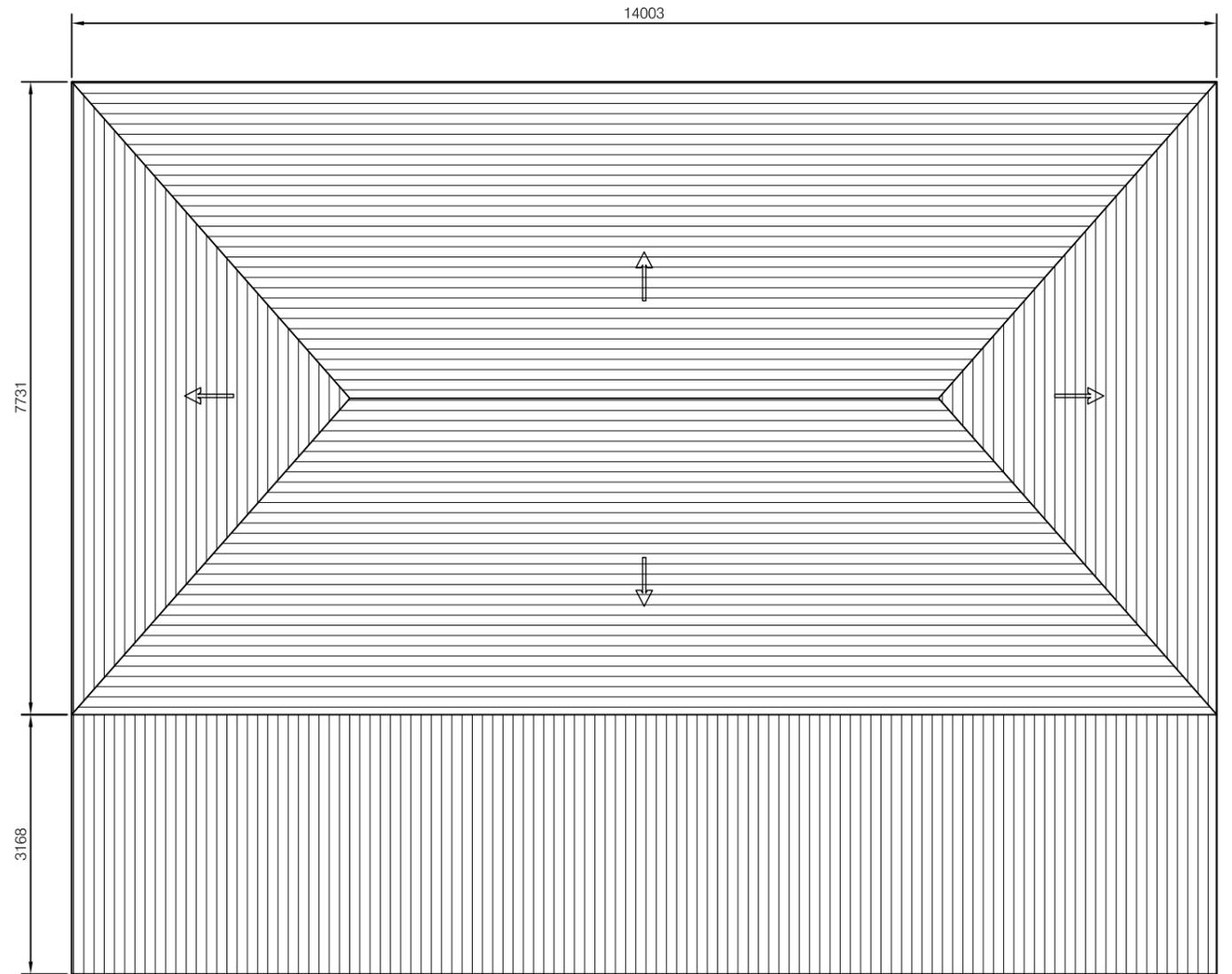
⊕ ROOF PLAN (AREA 496 sqm)
SCALE 1:175

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>  BCL Associates Limited <small>Noorani Tower (2nd Floor), Bir Uttam</small> <small>A.K. Khandaker Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh</small>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			Construction and Improvement of Jhenaidah-Jashore National Highway(N7) from Kaliganj Bazar to Murad Gor Ch.15+900 to 31+700
		PROJECT DIRECTOR, RHD		SB	RESIDENTIAL ACCOMMODATION			
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE	DWG. NO.
MH	JM	MR	WP-01	LT-02	AS SHOWN	WeCARE/JHEN-JASH/LOT-02/ A04		

Handwritten signatures and initials in blue ink.



PLAN (100 sqm)
SCALE 1:75



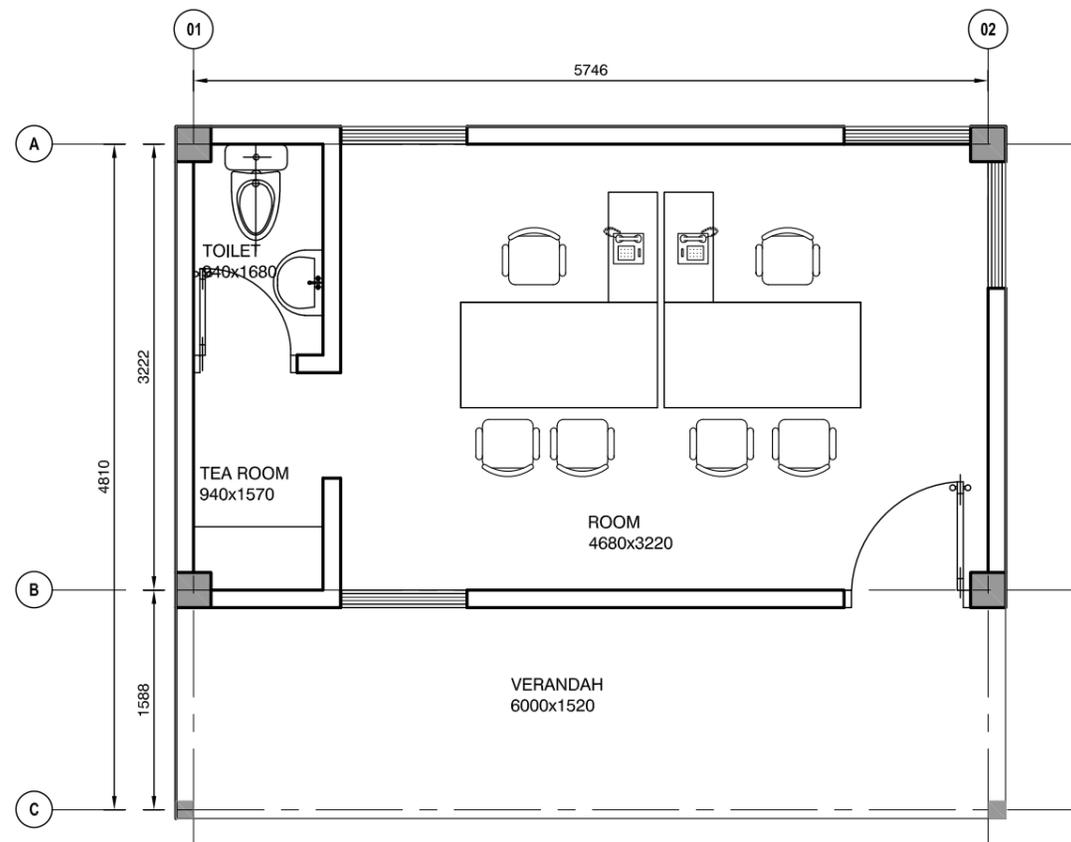
ROOF PLAN (152 sqm)
SCALE 1:75

REV.	DATE	DESCRIPTION	BY	DATE		
					APPROVED BY : PROJECT DIRECTOR, RHD	TEAM LEADER: SB
DESIGNED BY MH	DRAWN BY JM	CHECKED BY MR	PACKAGE NO. WP-01	LOT NO. LT-02	SCALE AS SHOWN	DWG. NO. WeCARE/JHEN-JASH/LOT-02/ A05

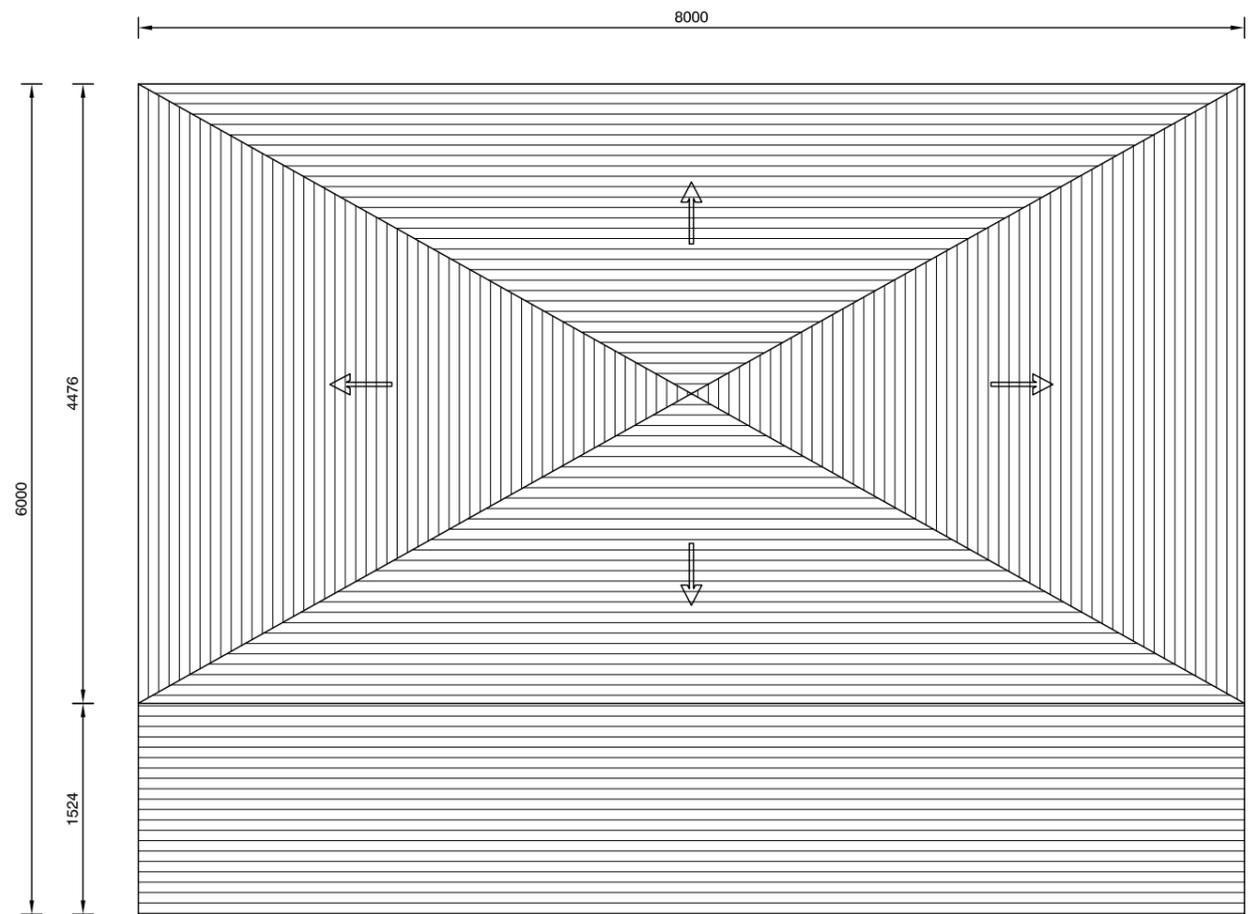
Roads and Highways Department
Ministry of Road Transport and Bridges
Government of the People's Republic of Bangladesh
WESTERN ECONOMIC CORRIDOR AND REGIONAL
ENHANCEMENT (WeCARE) PROGRAM

CONSULTANT :
Intercontinental Consultants and Technocrats Pvt. Ltd.
(An ISO 9001:2015 Certified Company)
Innovative Creative & Technologically Sustainable Infrastructure Solutions
in association with :
Delight Engineers & Consultants Ltd. (DECL)
House No. 21/B, (1st Floor), Road No. 16 New (Old 27)
Dhanmondi, Dhaka-1209 (as Sub-Consultant)
in joint venture with :
Roughton International Ltd.
A2 Omega Park, Electron Way,
Chandlers Ford, Hampshire, SO53 4SE
and
BCL Associates Limited
Noorani Tower (2nd Floor), Bir Uttam
A K Khandaker Sarak, 1,
Mohakhali Commercial Area,
Dhaka-1212, Bangladesh

Handwritten signatures and initials in blue ink.



GROUND FLOOR PLAN (AREA 30 sqm)
SCALE - 1:50



ROOF PLAN (AREA 48 sqm)
SCALE - 1:50

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <i>Innovative Creative & Technologically Sustainable Infrastructure Solutions</i>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>  BCL Associates Limited <small>Noorani Tower (2nd Floor), Bir Uttam A K Khandaker Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh</small>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			Construction and Improvement of Jhenaidah-Jashore National Highway(N7) from Kaliganj Bazar to Murad Gor Ch.15+900 to 31+700 DWG. NO.
		PROJECT DIRECTOR, RHD		SB	INSPECTION HUT			
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE	
MH	JM	MR	WP-01	LT-02	AS SHOWN	WeCARE/JHEN-JASH/LOT-02/ A06		

Lot-03

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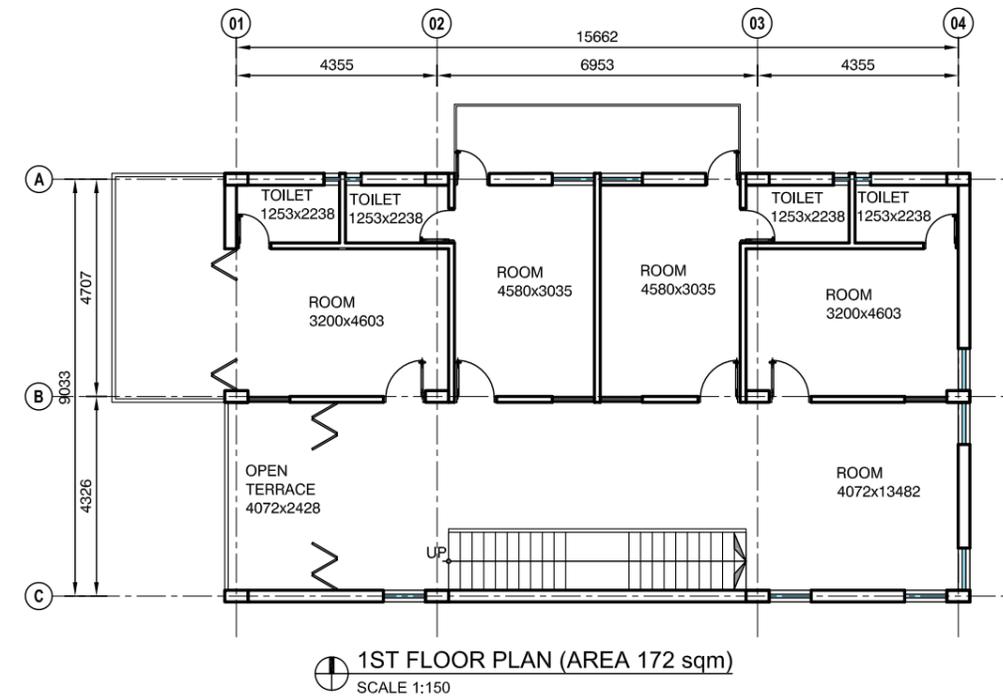
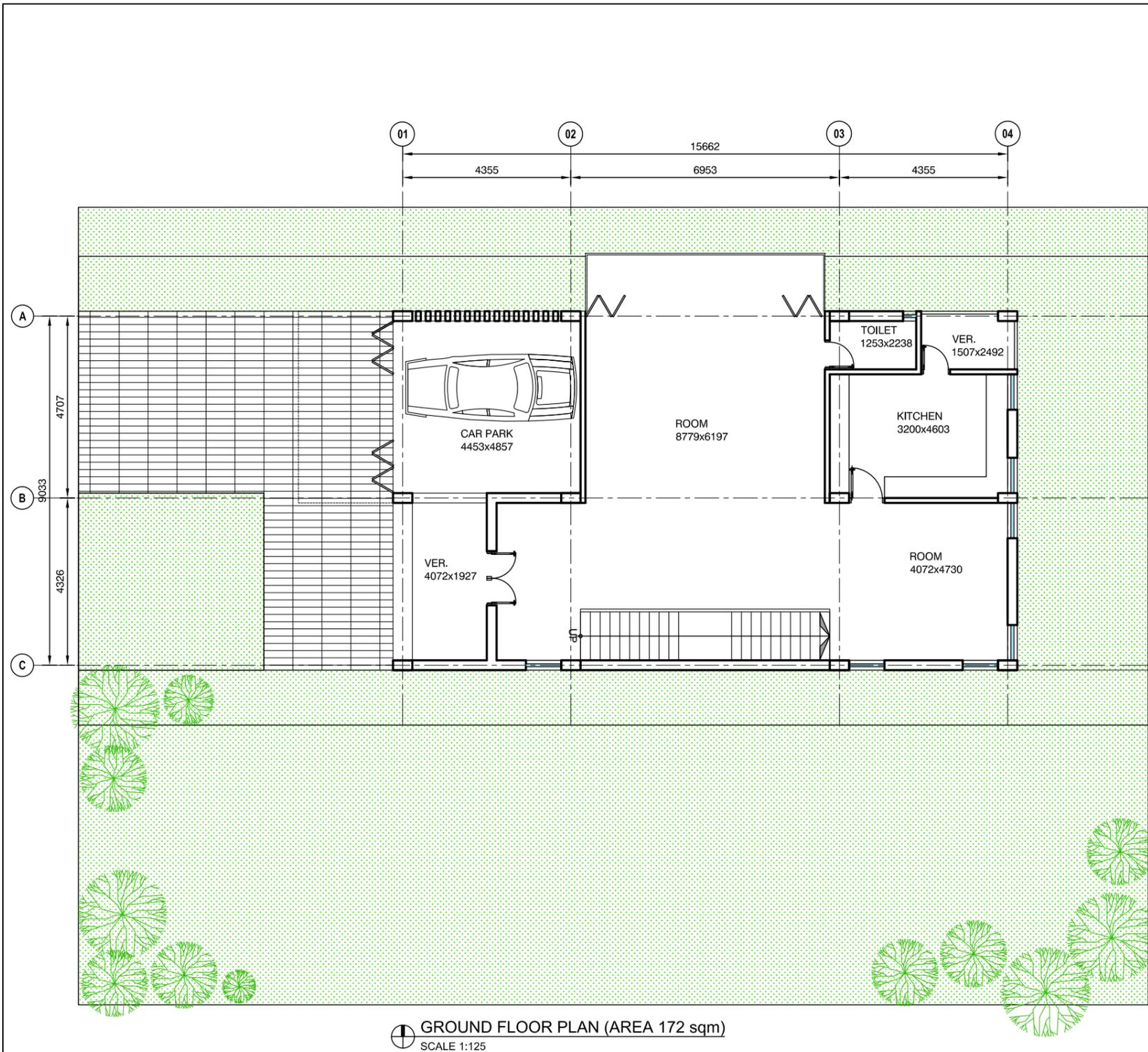
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DRAWING INDEX

SI	DRAWING DESCRIPTION	DRAWING NUMBER
1	BUILDING LAYOUTS	
1a	ENGINEERS' PERMANENT OFFICE BUILDING	A 01- A 02
1b	SEMI PERMANENT OFFICE BUILDING	A 03-A 04
1c	RESIDENTIAL ACCOMMODATION	A 05- A 06
1d	FIELD LABORATORY	A 07
1e	INSPECTION HUT	A 08

		REV.	DATE	DESCRIPTION	BY	DATE		
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	<small>in joint venture with :</small>  Roughton International Ltd. <small>A2 Omega Park, Electron Way,</small> <small>Cheridiers Ford, Hampshire, SO53 4SE</small> and  BCL Associates Limited <small>Noorani Tower (2nd Floor), Bir Uttam</small> <small>A K Khanaker Sarak, 1,</small> <small>Mohakhali Commercial Area,</small> <small>Dhaka-1212, Bangladesh</small>		APPROVED BY : PROJECT DIRECTOR, RHD	TEAM LEADER: SB	DWG TITLE: LIST OF DRAWINGS		CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM MURAD GOR TO JASHORE (CHACHRA INTERSECTION) CH.31+700 TO 47+480 DWG. NO. WeCARE/JHEN-JASH/LOT-03/ A00
		DESIGNED BY MH	DRAWN BY JM	CHECKED BY MR	PACKAGE NO. WP-01	LOT NO. LOT-03	SCALE AS SHOWN	



REV.	DATE	DESCRIPTION			BY	DATE
		APPROVED BY :	TEAM LEADER:	DWG TITLE:		
		PROJECT DIRECTOR, RHD	SB	ENGINEERS' PERMANENT OFFICE BUILDING		CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM MURAD GOR TO JASHORE (CHACHRA INTERSECTION) CH.31+700 TO 47+480
DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE	DWG. NO.
MH	JM	MR	WP-01	LOT-03	AS SHOWN	WeCARE/JHEN-JASH/LOT-03/ A01

Roads and Highways Department
Ministry of Road Transport and Bridges
Government of the People's Republic of Bangladesh

WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM

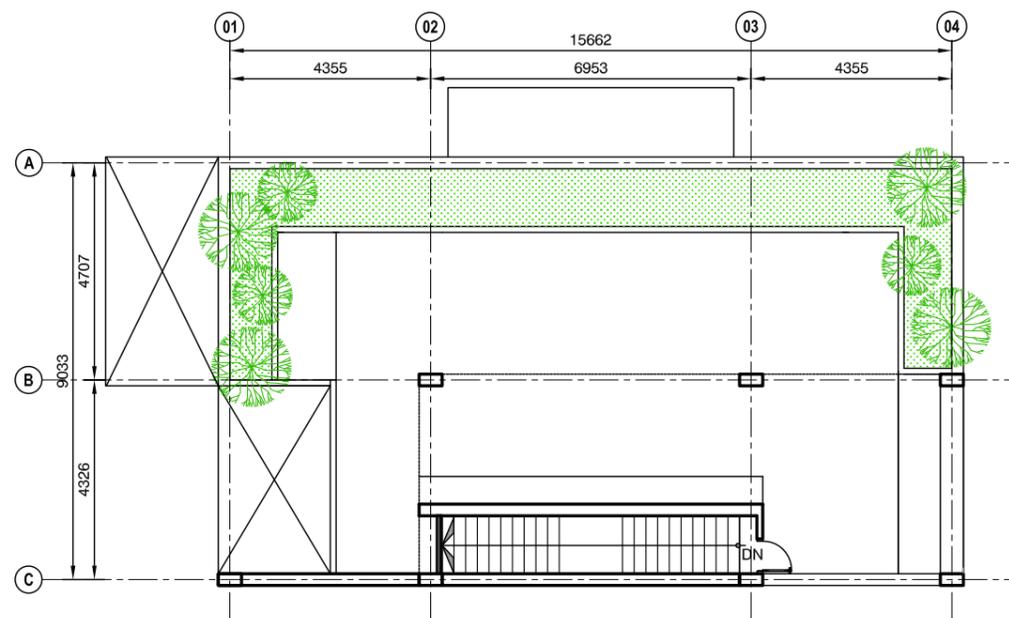
CONSULTANT :

Intercontinental Consultants and Technocrats Pvt. Ltd.
(An ISO 9001:2015 Certified Company)
Innovative Creative & Technologically Sustainable Infrastructure Solutions

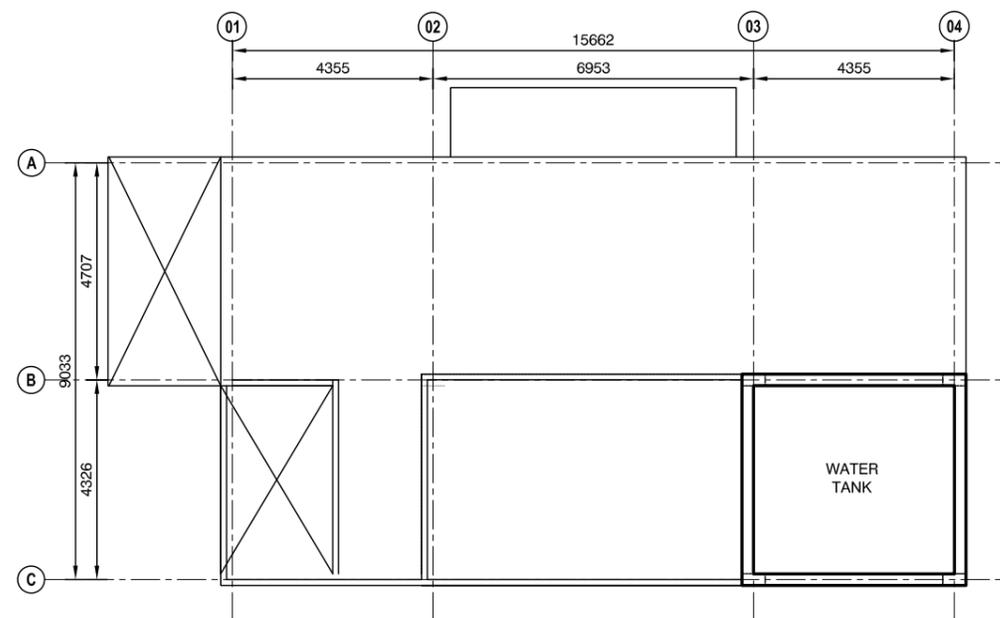
in joint venture with :
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A2 Omega Park, Electron Way, Chertiers Ford, Hampshire, SO53 4SE

and
BCL Associates Limited
Noorani Tower (2nd Floor), Bir Uttam A K Khanikar Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh

in association with :
Delight Engineers & Consultants Ltd. (DECL)
House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)

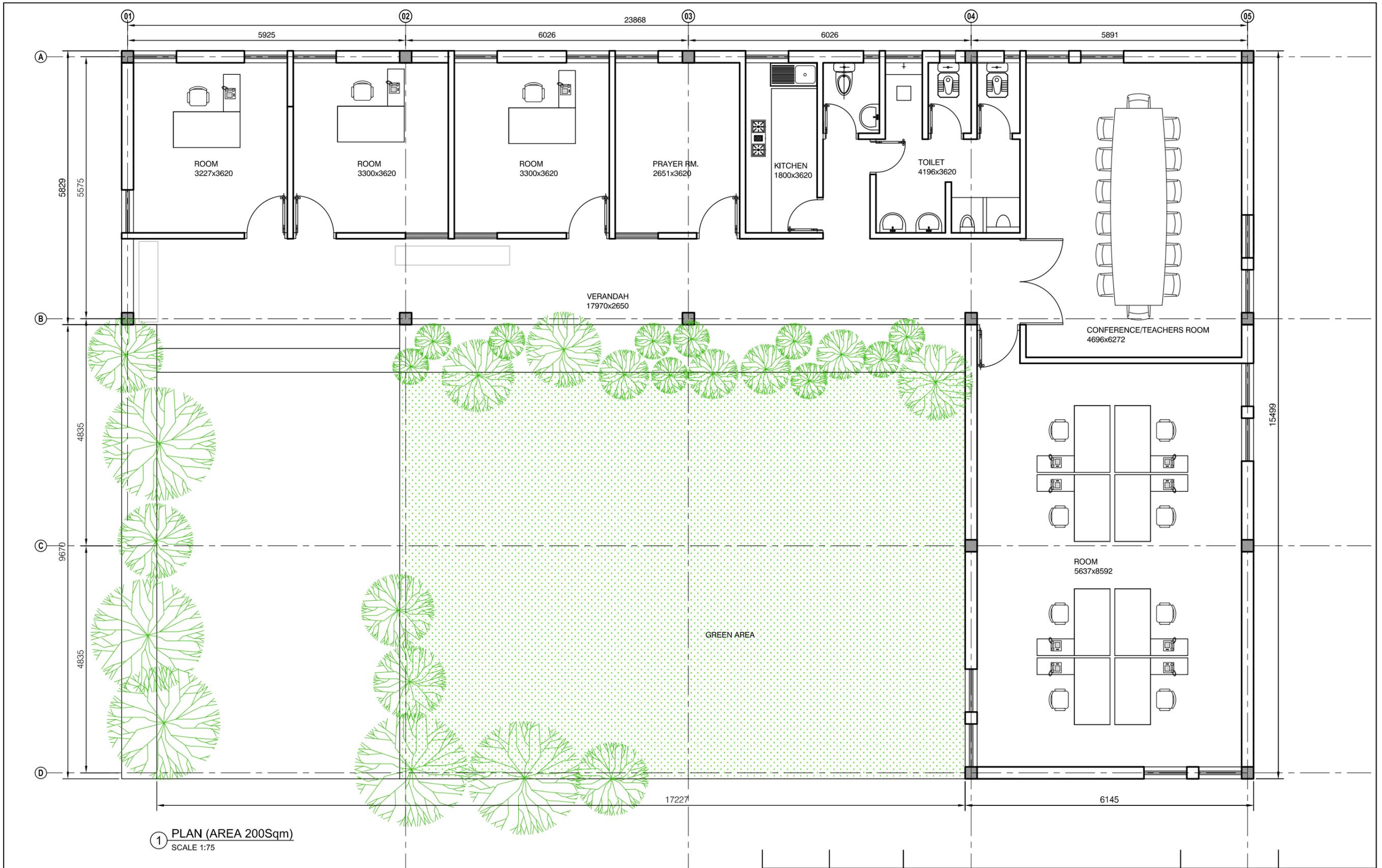


ROOF PLAN (AREA 172 sqm)
SCALE 1:150

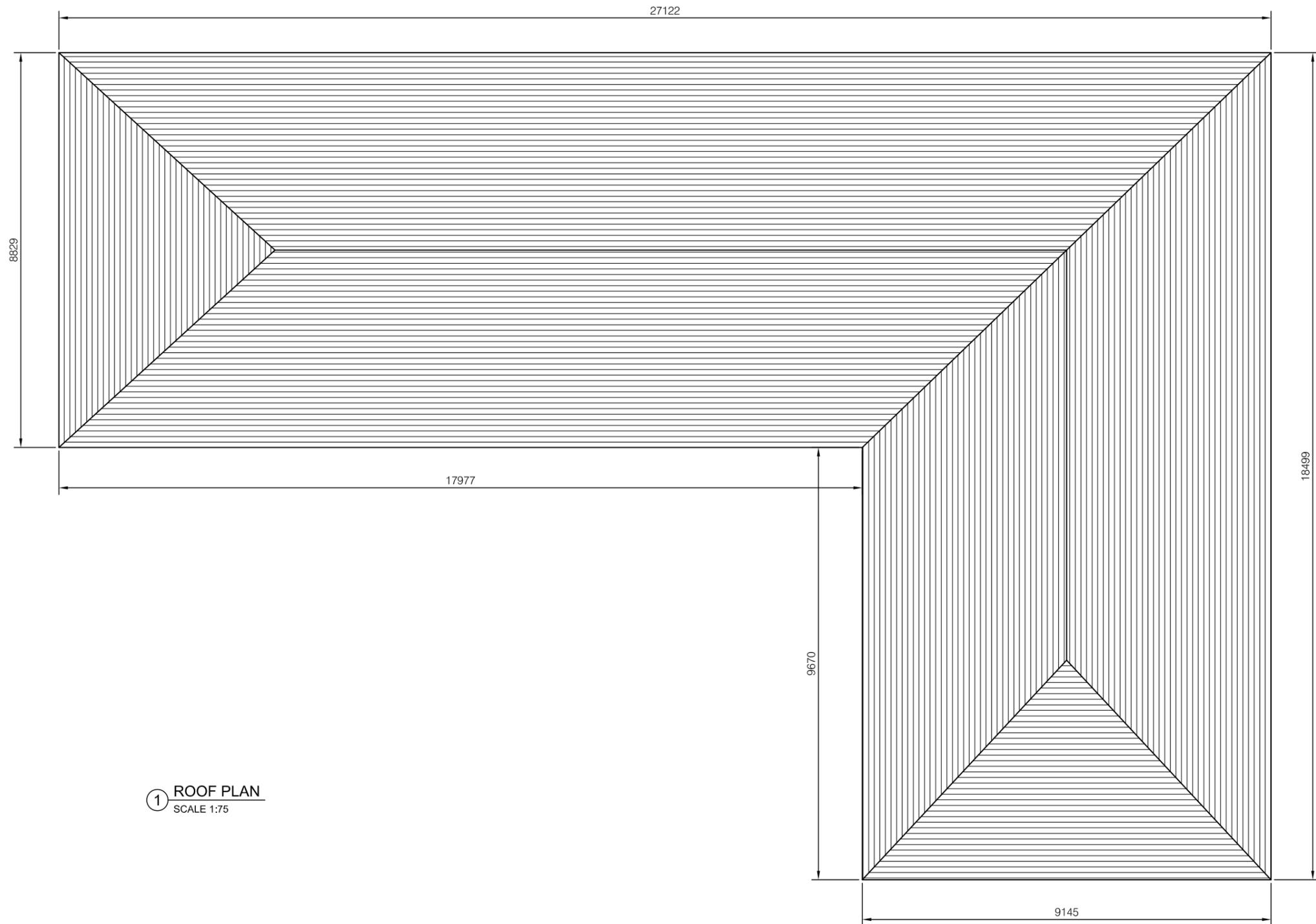


TOP ROOF PLAN (AREA 55 sqm)
SCALE 1:150

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM MURAD GOR TO JASHORE (CHACHRA INTERSECTION) CH.31+700 TO 47+480 DWG. NO.
		PROJECT DIRECTOR, RHD		SB	ENGINEERS' PERMANENT OFFICE BUILDING			
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE	
	MH	JM	MR	WP-01	LOT-03	AS SHOWN	WeCARE/JHEN-JASH/LOT-03/ A02	



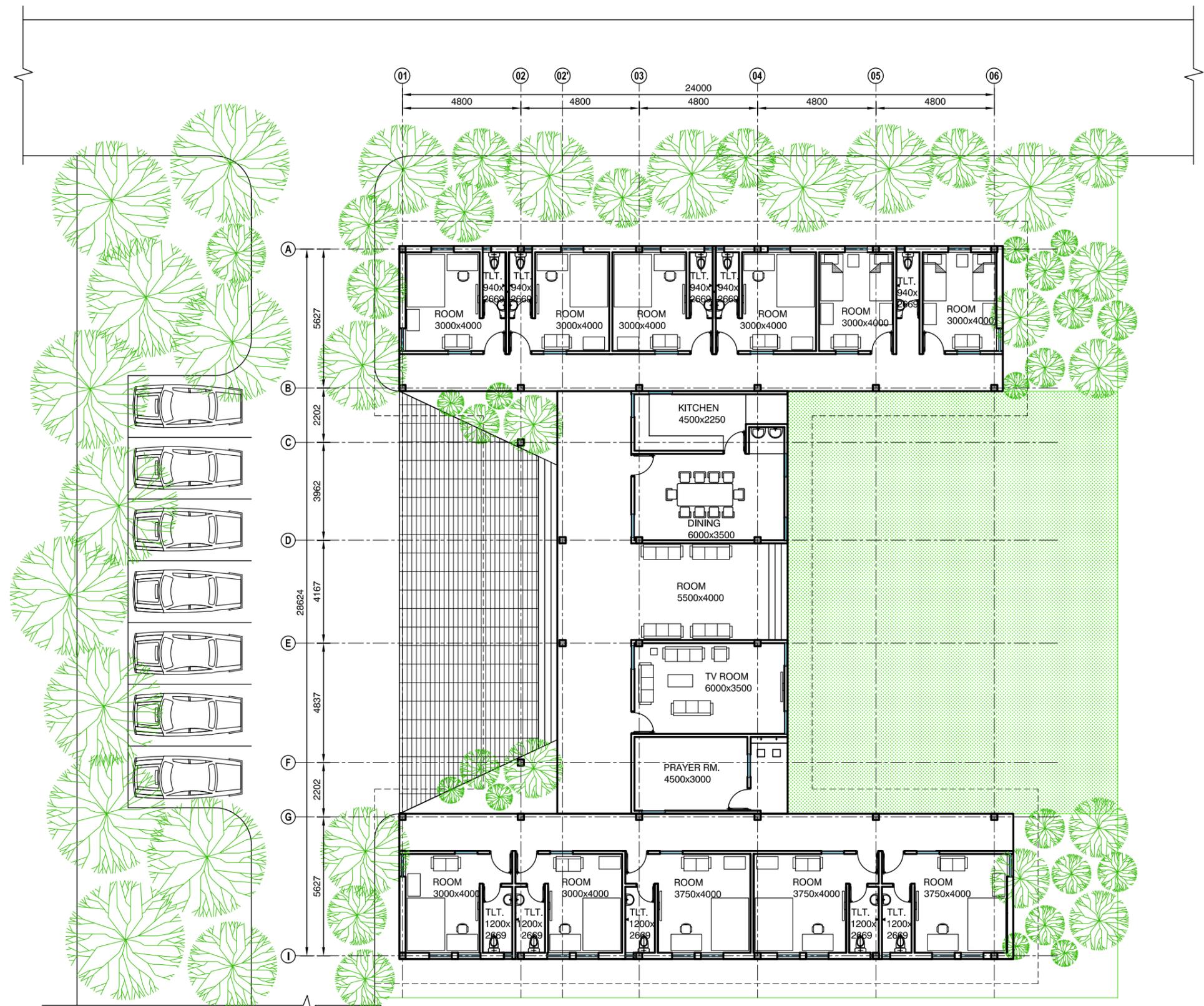
		REV.	DATE	DESCRIPTION			BY	DATE
<p>Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh</p> <p>WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM</p>	<p>CONSULTANT :</p> <p> Intercontinental Consultants and Technocrats Pvt. Ltd. (An ISO 9001:2015 Certified Company) Innovative Creative & Technologically Sustainable Infrastructure Solutions</p> <p> Delight Engineers & Consultants Ltd. (DECL) House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</p> <p> BCL Associates Limited Noorani Tower (2nd Floor), Bir Uttam A K Khanaker Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh</p> <p><i>in joint venture with :</i> Roughton International Ltd. A2 Omega Park, Electron Way, Cheridiers Ford, Hampshire, SO53 4SE</p> <p><i>and</i></p>	APPROVED BY :	TEAM LEADER:	DWG TITLE:			CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM MURAD GOR TO JASHORE (CHACHRA INTERSECTION) CH.31+700 TO 47+480	DWG. NO.
		PROJECT DIRECTOR, RHD	SB	ENGINEERS' SEMI PERMANENT OFFICE BUILDING				
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.		
MH	JM	MR	WP-01	LOT-03	AS SHOWN	WeCARE/JHEN-JASH/LOT-03/ A03		



① ROOF PLAN
SCALE 1:75

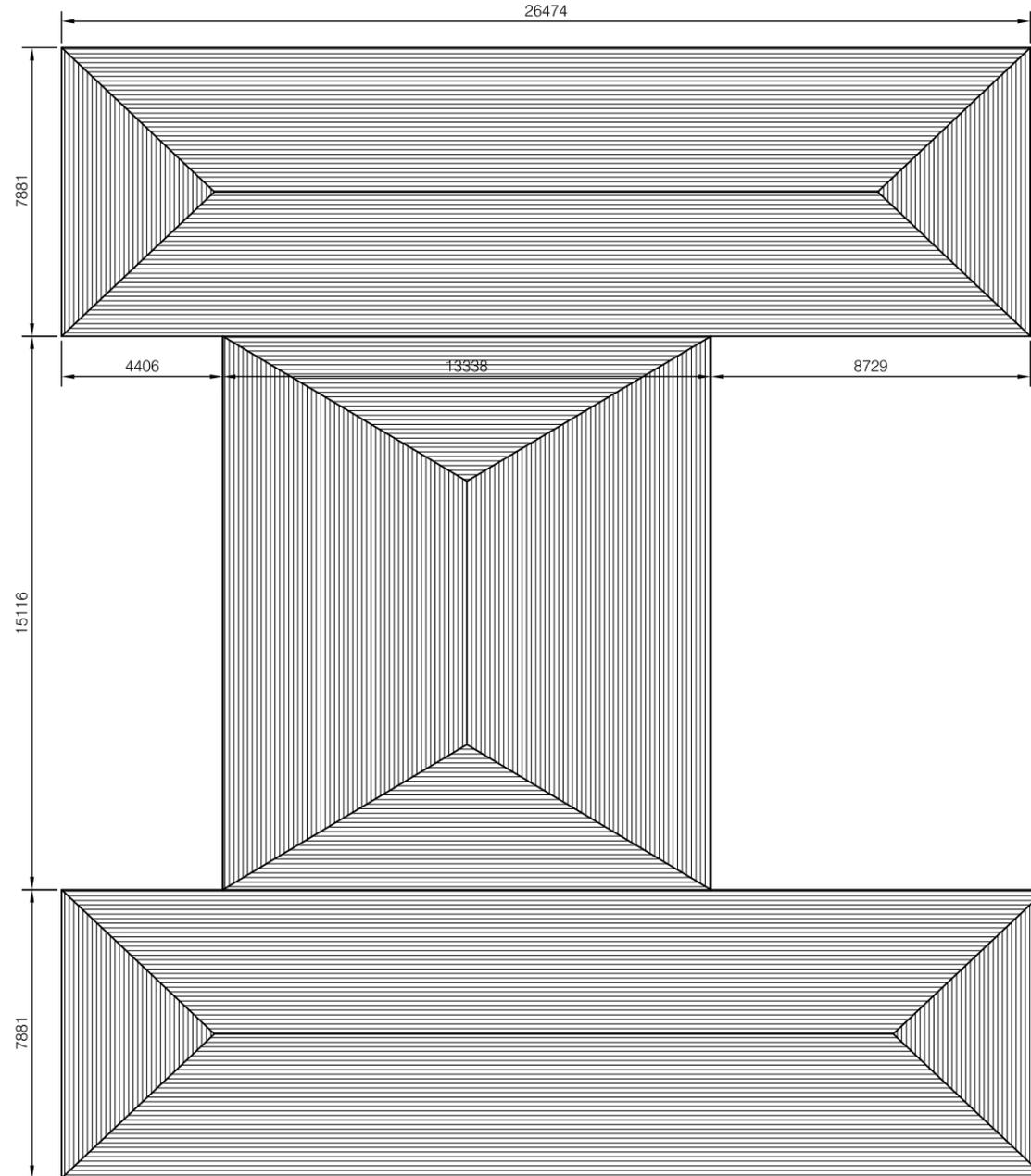
		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM MURAD GOR TO JASHORE (CHACHRA INTERSECTION) CH.31+700 TO 47+480 DWG. NO.
		PROJECT DIRECTOR, RHD		SB	ENGINEERS' SEMI PERMANENT OFFICE BUILDING			
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE	
		MH	JM	MR	WP-01	LOT-03	AS SHOWN	WeCARE/JHEN-JASH/LOT-03/ A04

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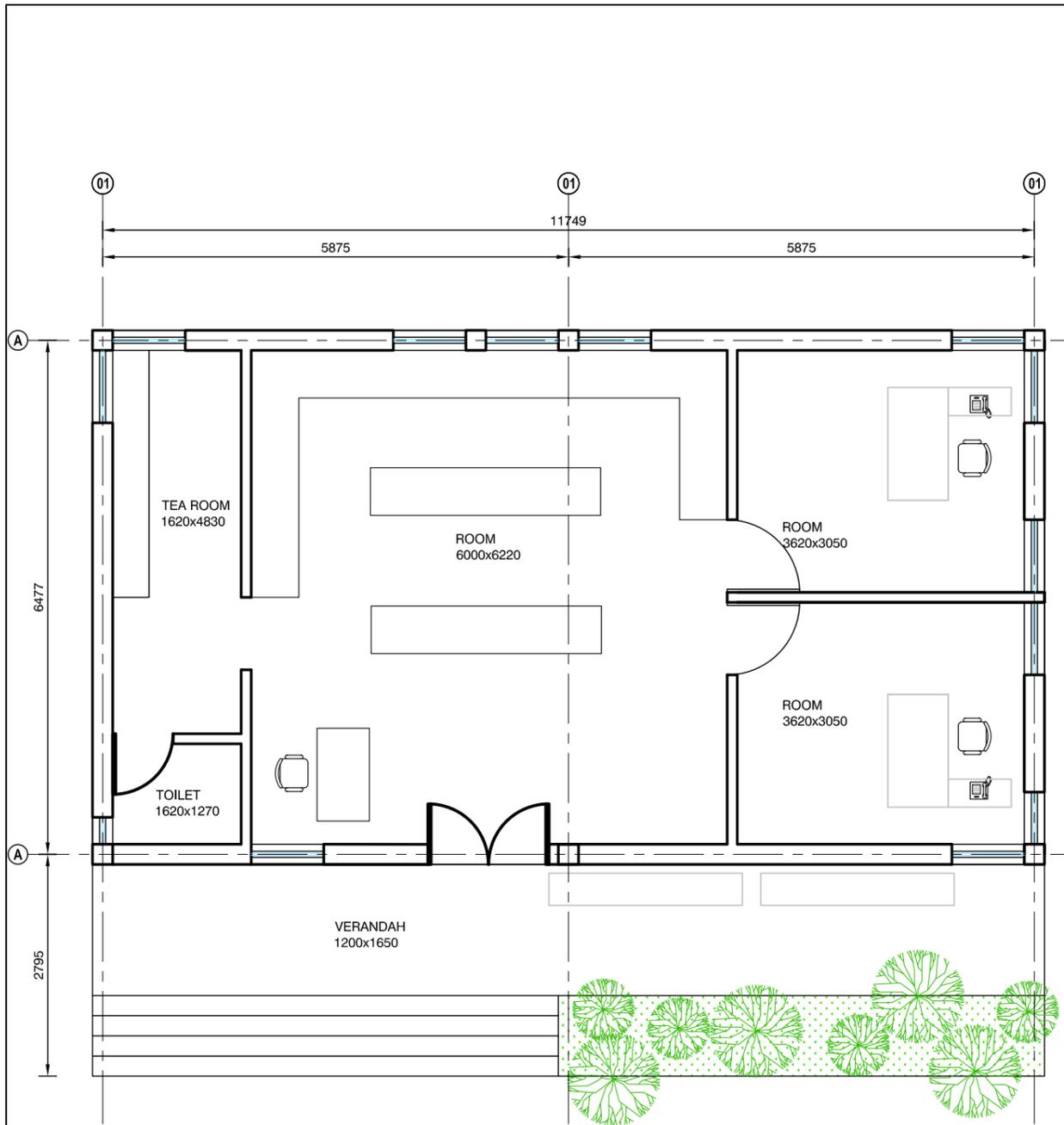
GROUND FLOOR PLAN (AREA 450 sqm)
SCALE 1:175

		REV.	DATE	DESCRIPTION			BY	DATE
<p>Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh</p> <p>WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM</p>	<p>CONSULTANT : Intercontinental Consultants and Technocrats Pvt. Ltd. (An ISO 9001:2015 Certified Company) Innovative Creative & Technologically Sustainable Infrastructure Solutions</p> <p>in association with : Delight Engineers & Consultants Ltd. (DECL) House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</p> <p>in joint venture with : Roughton International Ltd. A2 Omega Park, Electron Way, Chandlers Ford, Hampshire, SO53 4SE</p> <p>and</p> <p> BCL Associates Limited Noorani Tower (2nd Floor), Bir Uttam A.K Khondaker Sarak, 1, Mohakhali Commercial Area, Dhaka-1212, Bangladesh</p>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			<p>CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM MURAD GOR TO JASHORE (CHACHRA INTERSECTION) CH.31+700 TO 47+480</p> <p>DWG. NO.</p> <p>WeCARE/JHEN-JASH/LOT-03/ A05</p>
		PROJECT DIRECTOR, RHD		SB	RESIDENTIAL ACCOMMODATION			
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE	
MH	JM	MR	WP-01	LOT-03	AS SHOWN			

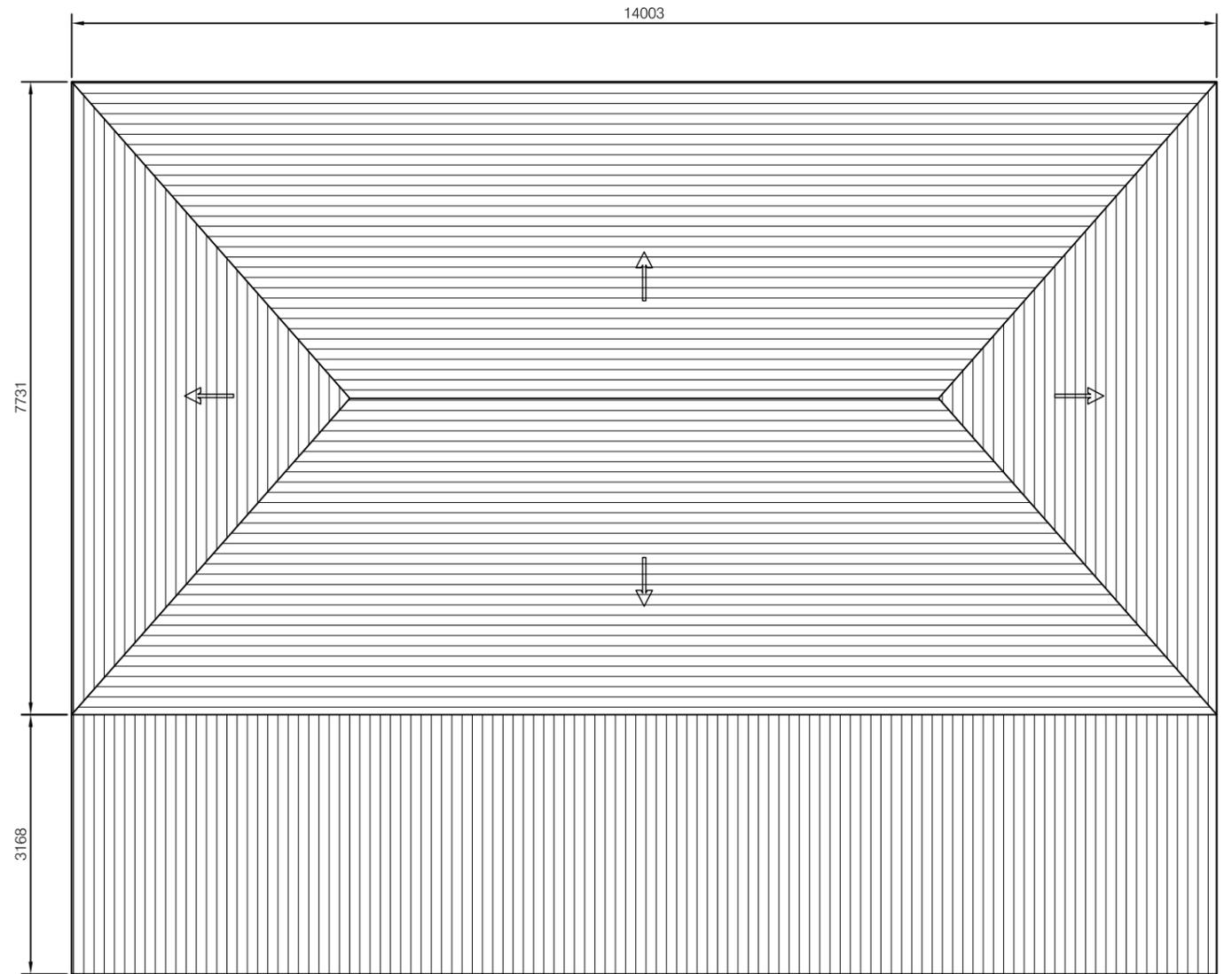


⊕ ROOF PLAN (AREA 623 sqm)
SCALE 1:175

		REV.	DATE	DESCRIPTION			BY	DATE
 Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM	CONSULTANT :  Intercontinental Consultants and Technocrats Pvt. Ltd. <small>(An ISO 9001:2015 Certified Company)</small> <small>Innovative Creative & Technologically Sustainable Infrastructure Solutions</small>  Delight Engineers & Consultants Ltd. (DECL) <small>House No. 21/B, (1st Floor), Road No. 16 New (Old 27)</small> <small>Dhanmondi, Dhaka-1209 (as Sub-Consultant)</small>	APPROVED BY : PROJECT DIRECTOR, RHD		TEAM LEADER: SB	DWG TITLE: RESIDENTIAL ACCOMMODATION			CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM MURAD GOR TO JASHORE (CHACHRA INTERSECTION) CH.31+700 TO 47+480 DWG. NO.
		DESIGNED BY MH	DRAWN BY JM	CHECKED BY MR	PACKAGE NO. WP-01	LOT NO. LOT-03	SCALE AS SHOWN	
		 in joint venture with : Roughon International Ltd. <small>A2 Omega Park, Electron Way,</small> <small>Cheridiers Ford, Hampshire, SO53 4SE</small> and  BCL Associates Limited <small>Noorani Tower (2nd Floor), Bir Uttam</small> <small>A K Khanraiser Sarak, 1,</small> <small>Mohakhali Commercial Area,</small> <small>Dhaka-1212, Bangladesh</small>						



PLAN (100 sqm)
SCALE 1:75



ROOF PLAN (152 sqm)
SCALE 1:75

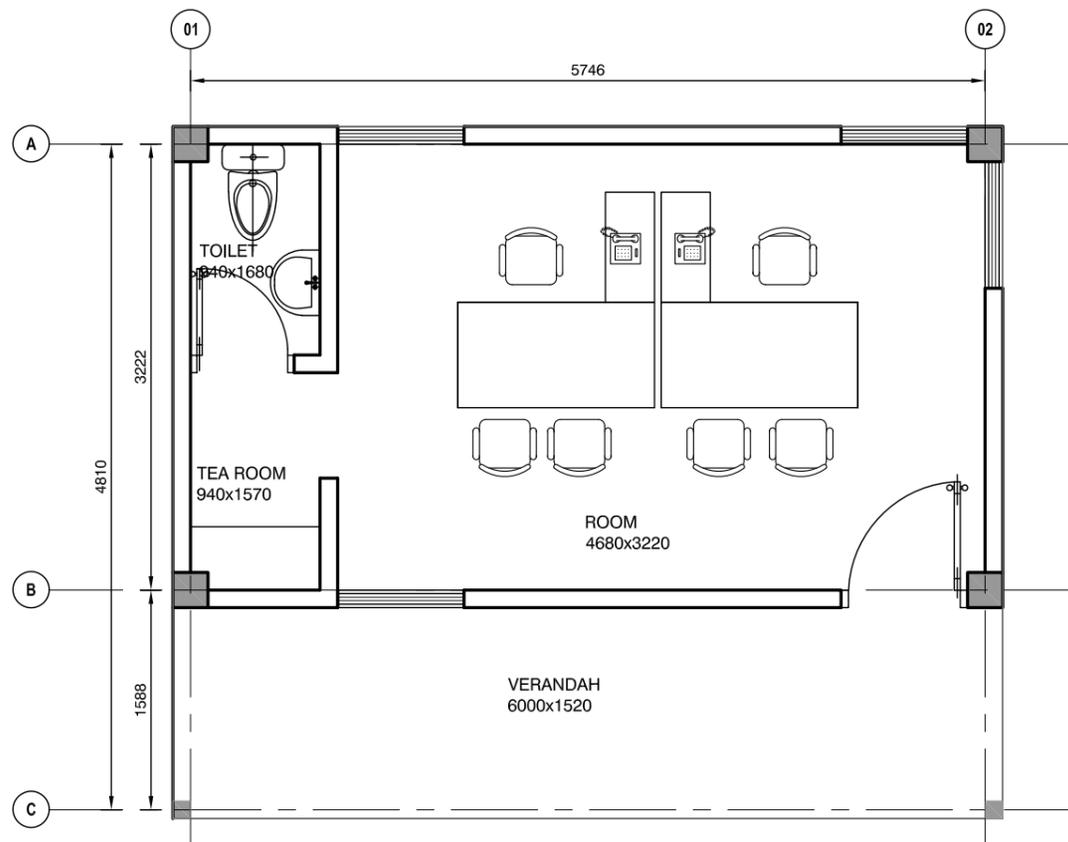
REV.	DATE	DESCRIPTION	BY	DATE		
					APPROVED BY : PROJECT DIRECTOR, RHD	TEAM LEADER: SB
DESIGNED BY MH	DRAWN BY JM	CHECKED BY MR	PACKAGE NO. WP-01	LOT NO. LOT-03	SCALE AS SHOWN	DWG. NO. WeCARE/JHEN-JASH/LOT-03/ A07

Roads and Highways Department
Ministry of Road Transport and Bridges
Government of the People's Republic of Bangladesh
WESTERN ECONOMIC CORRIDOR AND REGIONAL
ENHANCEMENT (WeCARE) PROGRAM

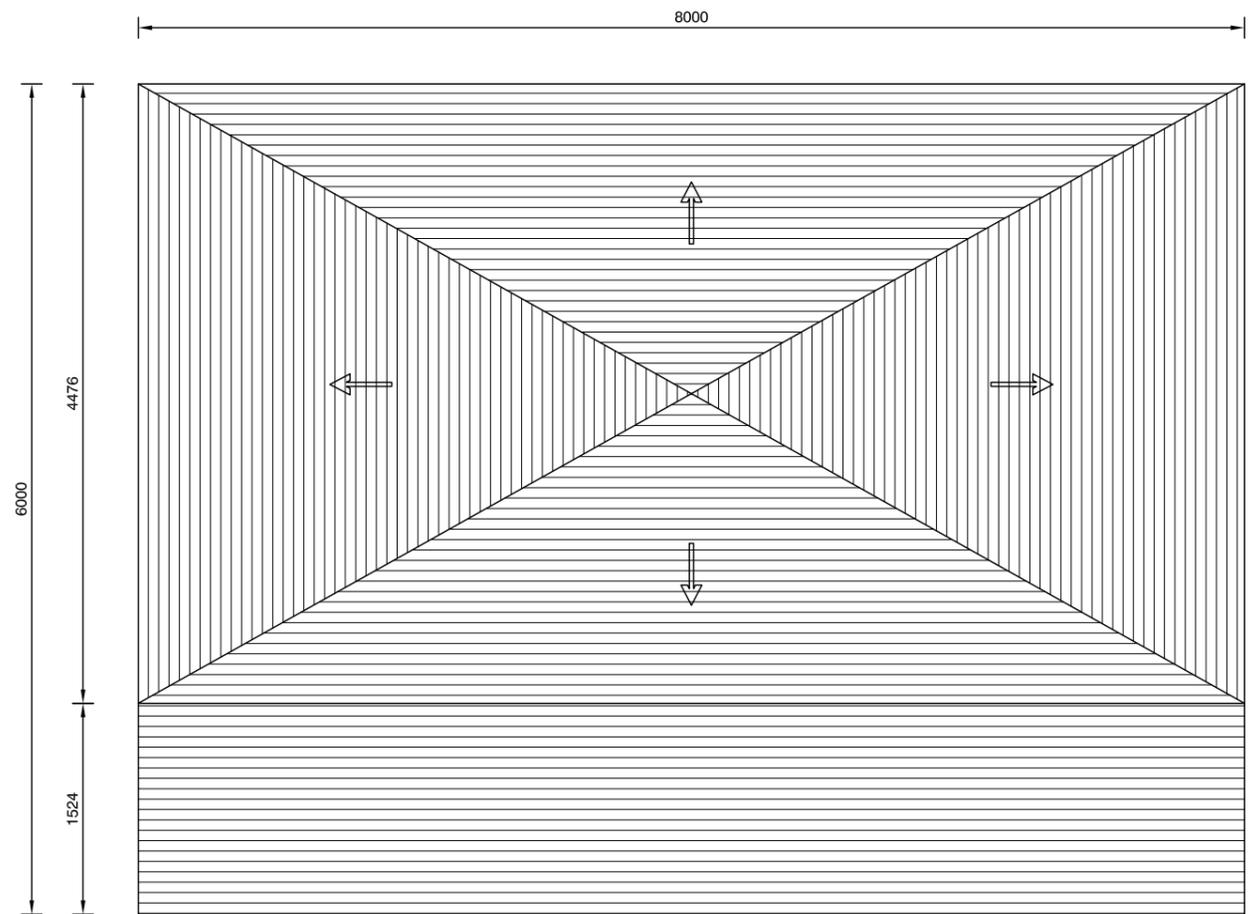
CONSULTANT :
ict Intercontinental Consultants and Technocrats Pvt. Ltd.
(An ISO 9001:2015 Certified Company)
Innovative Creative & Technologically Sustainable Infrastructure Solutions
in association with :
Delight Engineers & Consultants Ltd. (DECL)
House No. 21/B, (1st Floor), Road No. 16 New (Old 27)
Dhanmondi, Dhaka-1209 (as Sub-Consultant)

in joint venture with :
Roughton International Ltd.
A2 Omega Park, Electron Way,
Cheridiers Ford, Hampshire, SO53 4SE
and
BCL Associates Limited
Nouran Tower (2nd Floor), Bir Uttam
A K Khanikar Sarak, 1,
Mohakhali Commercial Area,
Dhaka-1212, Bangladesh

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GROUND FLOOR PLAN (AREA 30 sqm)
SCALE - 1:50



ROOF PLAN (AREA 48 sqm)
SCALE - 1:50

		REV.	DATE	DESCRIPTION			BY	DATE			
<p>Roads and Highways Department Ministry of Road Transport and Bridges Government of the People's Republic of Bangladesh</p> <p>WESTERN ECONOMIC CORRIDOR AND REGIONAL ENHANCEMENT (WeCARE) PROGRAM</p>	<p>CONSULTANT :</p> <p>Intercontinental Consultants and Technocrats Pvt. Ltd. (An ISO 9001:2015 Certified Company) <i>Innovative Creative & Technologically Sustainable Infrastructure Solutions</i></p> <p>Delight Engineers & Consultants Ltd. (DECL) House No. 21/B, (1st Floor), Road No. 16 New (Old 27) Dhanmondi, Dhaka-1209 (as Sub-Consultant)</p>	APPROVED BY :		TEAM LEADER:	DWG TITLE:			<p>CONSTRUCTION AND IMPROVEMENT OF JHENAIDAH-JASHORE NATIONAL HIGHWAY(N7) FROM MURAD GOR TO JASHORE (CHACHRA INTERSECTION) CH.31+700 TO 47+480</p> <p>DWG. NO.</p>			
		PROJECT DIRECTOR, RHD		SB	INSPECTION HUT				<p>WP-01</p>	LOT-03	AS SHOWN
		DESIGNED BY	DRAWN BY	CHECKED BY	PACKAGE NO.	LOT NO.	SCALE			<p>WeCARE/JHEN-JASH/LOT-03/ A08</p>	
MH	JM	MR									

ATTACHMENT-2
OF ADDENDUM-1

PART B-SPECIAL PROVISIONS
(PARTICULAR CONDITION OF
CONTRACT)
(28 Pages)
for
Volume-6
(Section-IX Particular Conditions)

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Part B - Special Provisions

Sub-Clause 1.1.10 Contract	"the Contractor's Proposal" is deleted.
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 1.1.77 Statement	On the second line after "Payment Certificate under...", add "Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable)."
Sub-Clause 1.1.81 Tender	"the Contractor's Proposal" is deleted.
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)	<p>"Sexual Exploitation and Abuse" "(SEA)" means the following:</p> <p>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.</p> <p>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</p> <p>"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.</p>

<p>Sub-Clause 1.2 Interpretation</p>	<p>Sub-paragraph (a) is replaced with the following: (a) "Words indicating one gender include all genders; "he/she" is replaced with: "it"; "him/her" is replaced with "it"; "his" and "his/her" are replaced with: "its"; "himself/herself" are replaced with: "itself". Further, "and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). sub-paragraph (k) is added: (k) "The word "tender" is synonymous with "bid" or "proposal", the word tenderer with "bidder" or "proposer" and the words "tender documents" with "request for bids documents" or "request for proposal documents", as applicable."</p>
<p>Sub-Clause 1.5 Priority of Documents</p>	<p>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.</p>
<p>Sub-Clause 1.6 Contract Agreement</p>	<p>The last paragraph is replaced with: <i>"If the Contractor comprises a JV, the authorized representative of the JV shall sign the Contract Agreement in accordance with sub -clauses 1.14 (Joint and Several Liability)."</i></p>
<p>Sub-Clause 1.12 Confidentiality</p>	<p>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."</p>
<p>Sub-Clause 1.17 Inspections & Audit by the Bank</p>	<p>The following Sub-Clause is added after Sub-Clause 1.16: "Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by</p>

	<p>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)."</p>
<p>Sub-Clause 2.4 Employer's Financial Arrangements</p>	<p>The first paragraph is replaced with:</p> <p>"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."</p> <p>The following sub-paragraph is added at the end of Sub-Clause 2.4:</p> <p>"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."</p>
<p>Sub-Clause 3.1 The Engineer</p>	<p>The following is added at the end of the first sub-paragraph:</p> <p>"The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties."</p>
<p>Sub-Clause 3.2 Engineer's Duties and Authority</p>	<p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>(a) Sub-Clause 13.1: Right to vary - instructing a variation, except;</p> <p>(i) in an emergency situation as determined by the Engineer; or</p> <p>(ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</p> <p>(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.</p> <p>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</p>

	<p>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.</p>
<p>Sub-Clause 3.3 Engineer's Representative</p>	<p>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."</p>
<p>Sub-Clause 3.4 Delegation by the Engineer</p>	<p>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."</p>
<p>Sub-Clause 3.6 Replacement of the Engineer</p>	<p>In the first paragraph, "42 days" is replaced with: "21 days"; In the third para, "shall" is replaced with: "should".</p>
<p>Sub-Clause 4.1 Contractor's General Obligations</p>	<p>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."</p> <p>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.</p> <p>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</p>

	<p>to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.</p> <p>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]."</p> <p>The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively. (g) "if so stated in the Specification, the Contractor shall:</p> <ul style="list-style-type: none"> (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." <p>The following is added at the end of the Sub-Clause:</p> <p>"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:</p> <ul style="list-style-type: none"> (i) are affected or likely to be affected by the Contract; and (ii) may have an interest in the Contract. <p>The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request."</p>
<p>Sub-Clause 4.2 Performance Security and ES Performance Security</p>	<p>The first paragraph is replaced with:</p> <p>"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."</p> <p>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":</p> <ul style="list-style-type: none"> 2.1- Right of Access to the Site; 14.2- Advance Payment; 14.6- Issue of IPC; 14.12- Discharge;

	<p>14.13- Issue of FPC;</p> <p>14.14 Cessation of Employer's Liability;</p> <p>15.2- Termination for Contractor's Default;</p> <p>15.5- Termination for Employer's Convenience.</p>
<p>Sub-Clause 4.2.1 Contractor's obligations</p>	<p>The first paragraph is replaced with:</p> <p>"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 shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ES Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer."</p> <p>Thereafter, throughout Sub-Clause 4.2 "Performance Security" is replaced with: "Performance Security and, if applicable, ES Performance Security."</p>
<p>Sub-Clause 4.2.2 Claims under the Performance Security</p>	<p>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."</p>
<p>Sub-Clause 4.2.3 Return of Performance Security</p>	<p>In sub-paragraph (a) "21 days" is replaced with: "28 days".</p>
<p>Sub-Clause 4.3 Contractor's Representative</p>	<p>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."</p>
<p>Sub-Clause 4.6 Co-operation</p>	<p>On the second-last line of the first paragraph before "Contractor's", "of the" is added.</p> <p>The following is added after the first paragraph:</p> <p>"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."</p>
<p>Sub-Clause 4.7 Setting out</p>	<p>In the second bullet-point of sub-paragraph (b) of Sub-Clause 4.7.3:</p> <p>before "if the items of reference", the following is added: "when examining the items of reference within the period stated in sub-paragraph (a) of Sub-Clause 4.7.2,".</p>

	<p>On the second and third lines, the following is deleted “and the contractor’s Notice is given after the period stated in subparagraph (a) of Sub-Clause 4.7.2”.</p>
<p>Sub-Clause 4.8 Health and Safety Obligations</p>	<p>The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):</p> <p>“</p> <ul style="list-style-type: none"> (h) provide health and safety training of Contractor’s Personnel as appropriate and maintain training records; (i) actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, and provision of personal protective equipment without expense to the Contractor’s Personnel; (j) put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health; (k) Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor’s Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal; (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and (m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.” <p>The second and third paragraphs are replaced with the following:</p> <p>“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 [<i>Preparation and Review</i>].</p> <p>The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.</p>

	<p>The health and safety manual shall set out all the health and safety requirements under the Contract,</p> <p>(a) which shall include at a minimum:</p> <ul style="list-style-type: none">(i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;(ii) details of the training to be provided, records to be kept;(iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);(iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,(v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;(vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and <p>(b) any other requirements stated in the Specification.</p> <p>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.</p>
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<p>Sub-Clause 4.15 Access Route</p>	<p>The following is added at the end of Sub-Clause 4.15:</p> <p>“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.</p> <p>The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.”</p>
<p>Sub-Clause 4.18 Protection of the Environment</p>	<p>Sub-Clause 4.18 Protection of the Environment is replaced with:</p> <p>“The Contractor shall take all necessary measures to:</p> <ul style="list-style-type: none"> (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities. <p>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.</p> <p>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.”</p>
<p>Sub-Clause 4.20 Progress Reports</p>	<p>Replace “4.20 (g) with: “the Environmental and Social (ES) metrics set out in Particular Conditions - Part D”</p> <p>The following is added at the end of the Sub-Clause:</p> <p>“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [<i>Progress Reports</i>] 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; 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.</p> <p>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,</p>

	<p>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.</p> <p>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."</p>
<p>Sub-Clause 4.21 Security of the Site</p>	<p>Sub-Clause 4.21 Security of the Site is replaced with:</p> <p>"Sub-Clause 4.21 Security of the Site</p> <p>The Contractor shall be responsible for the security of the Site, and:</p> <p>(a) for keeping unauthorised persons off the Site;</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."</p>
<p>Sub-Clause 4.22 Contractor's Operations on Site</p>	<p>On the third line of the second paragraph before "4.17", "Sub-Clause" is added.</p>
<p>Sub-Clause 4.23 Archaeological and Geological Findings</p>	<p>The first paragraph is replaced with the following:</p> <p>"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:</p>

	<p>(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;</p> <p>(b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and</p> <p>(c) implement any other action consistent with the requirements of the Specification and relevant Laws."</p>
<p>Sub-Clause 4.24 Suppliers (other than Subcontractors)</p>	<p>4.24.1 Forced Labour</p> <p>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.</p> <p>4.24.2 Child labour</p> <p>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.</p> <p>4.24.3 Serious Safety Issues</p> <p>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.</p> <p>4.24.4 Obtaining natural resource materials in relation to supplier</p> <p>The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.</p> <p>If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion</p>





	<p>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.</p>
<p>Sub-Clause 4.25 Code of Conduct</p>	<p>The Contractor shall have a Code of Conduct for the Contractor's Personnel.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.</p>
<p>Sub-Clause 5.1 Subcontractors</p>	<p>The following is added at the beginning of the second paragraph.</p> <p>"The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.25 above."</p> <p>The following is added after the first sentence of the fourth paragraph: "The Contractor's submission to the Engineer shall also include the Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors."</p> <p>The following is added at the end of the last paragraph of Sub-Clause 5.1:</p> <p>"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].</p> <p>Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."</p>

<p>Sub-Clause 5.2.2 Objection to Nomination</p>	<p>In sub-paragraph (a), on the first line before “Subcontractor”, “nominated” is added.</p> <p>In sub-paragraph (c):</p> <p>“and” is deleted from the end of (i);</p> <p>“.” at the end of (ii) is replaced with: “, and”.</p> <p>The following is then added as (iii):</p> <p>“(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 [<i>Payment to nominated Subcontractors</i>].”</p>
<p>Sub-Clause 6.1 Engagement of Staff and Labour</p>	<p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>“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.</p> <p>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.”</p>
<p>Sub-Clause 6.2 Rates of Wages and Conditions of Labour</p>	<p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>“The Contractor shall inform the Contractor’s Personnel about:</p> <p>(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</p> <p>(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.</p> <p>The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>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.”</p>

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 6.27 are added after sub-clause 6.12	
Sub-Clause 6.13 Foreign Personnel	The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
Sub-Clause 6.14 Supply of Foodstuffs	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the 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.





<p>Sub-Clause 6.18 Arms and Ammunition</p>	<p>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.</p>
<p>Sub-Clause 6.19 Festivals and Religious Customs</p>	<p>The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.</p>
<p>Sub-Clause 6.20 Funeral Arrangements</p>	<p>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.</p>
<p>Sub-Clause 6.21 Forced Labour</p>	<p>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.</p> <p>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.</p>
<p>Sub-Clause 6.22 Child Labour</p>	<p>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).</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces;

	<p>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</p> <p>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</p> <p>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</p>
<p>Sub-Clause 6.23 Employment Records of Workers</p>	<p>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].</p>
<p>Sub-Clause 6.24 Workers' Organisations</p>	<p>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.</p>
<p>Sub-Clause 6.25 Non-Discrimination and Equal Opportunity</p>	<p>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.</p> <p>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</p>

	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	<p>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. 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Sub-Clause 6.27 Training of Contractor's Personnel	<p>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</p> <p>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.</p> <p>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.</p>
Sub-Clause 7.3 Inspection	<p>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)"</p> <p>The following is added as (b) (iv):</p> <p>"(iv) carryout environmental and social audit, and"</p>
Sub-Clause 7.7	<p>The following is added before the first paragraph:</p> <p>"Except as otherwise provided in the Contract,"</p>

Ownership of Plant and Materials	
Sub-Clause 8.1 Commencement of Work	<p>The Sub- Clause is replaced in its entirety with the following:</p> <p>“The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.</p> <p>The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:</p> <ul style="list-style-type: none"> (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. <p>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.”</p>
Sub-Clause 11.7 Right of Access after Taking Over	<p>In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:</p> <p>“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”</p>
Sub-Clause 13.3.1 Variation by Instruction	<p>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;”</p>
Sub-Clause 13.4	<p>The following is inserted as the penultimate paragraph:</p>

Provisional Sums	"The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3."
Sub-Clause 13.6 Adjustments for Changes in Laws	The following paragraph is added at the end of the Sub-Clause: "Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost]."
Sub-Clause 14.1 The Contract Price	<i>The following is added at the end of the Sub-Clause:</i> <i>"Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining."</i>
Sub-Clause 14.2.1	The first paragraph is replaced with:





Advance Payment Guarantee	"The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment, and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause)."
Sub-Clause 14.3 Application for Interim Payment	The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i> : "any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement)."
Sub-Clause 14.6.2 Withholding (amounts in) an IPC	<p>"and/or" from subparagraph (b) is deleted.</p> <p>The following is then added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):</p> <p>"(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:</p> <ul style="list-style-type: none"> (i) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s)."





<p>Sub-Clause 14.7 Payment</p>	<p>At the end of sub-paragraph (b): "and" is replaced with "or" and the following inserted as (iii):</p> <p>"(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"</p> <p>At the end of sub-paragraph (c): "." is replaced with ";" and the following inserted:</p> <p>"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]."</p>
<p>Sub-Clause 14.9 Release of Retention Money</p>	<p>The following is added at the end of Sub-Clause 14.9:</p> <p>"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.</p> <p>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."</p>

Sub-Clause 14.12 Discharge	On the seventh line of the first paragraph, "Sub-Clause 21.6 [Arbitration]" is replaced with: "Clause 21 [Disputes and Arbitration]".
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	<p>"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)."</p>
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	<p>The following new Sub-Clause is added:</p> <p>" 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.</p> <p>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."</p>
Sub-Clause 16.1 Suspension by Contractor	<p>The following paragraph is inserted after the first paragraph:</p> <p>"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."</p>
Sub-Clause 16.2.1	Sub-paragraph (j) is deleted in its entirety.





Notice	At the end of sub-paragraph (i): “; or” is replaced with: “.” sub-paragraph (f) is replaced with: “(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [<i>Commencement of Works</i>] 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 17.1 Responsibility for Care of the Works	On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.
Sub-Clause 17.3 Intellectual and Industrial Property Rights	On the first line of the second paragraph, replace “notice” is replaced with “a Notice”.
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 19.2.1 The Works	On the last line of the second paragraph, “Clause 12 [Tests after completion]” is deleted.
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”
Sub-Clause 20.1 Claims	In a): “any additional payment” is replaced with “payment”.
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 Constitution of the DAAB	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 Dispute Avoidance/ Adjudication Agreement.” After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”
Sub-Clause 21.2	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:





Failure to Appoint DAAB Member (s)	"within 42 days from the date the Contract is signed by both Parties"
Sub-Clause 21.6 Arbitration	<p>In the first paragraph, delete starting from: "international arbitration" up to the end of (c), and replace with the following:</p> <p>"Arbitration. Arbitration shall be conducted as follows:</p> <p>(a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].</p> <p>(b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country."</p>
Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement	
Title	"General Conditions of Dispute Avoidance/Adjudication Agreement" is replaced with "General Conditions of DAAB Agreement".
1. Definitions	<p>Sub-Clause 1.2: In both the first and third lines, "DAA Agreement" is replaced with "DAAB Agreement".</p> <p>Sub-Clause 1.3:</p> <p>-In the first line, "Dispute Avoidance/Adjudication Agreement" or "DAA Agreement" means" is replaced with:</p> <p>"DAAB Agreement" is as defined under the Contract and is".</p> <p>- In the first line of sub-paragraph (c), "DAA Agreement" is replaced with "DAAB Agreement".</p> <p>- In sub-paragraph (c)(ii), "chairman" is replaced with "chairperson".</p> <p>Sub-Clause 1.3 "DAAB Activities" is replaced with Sub-Clause 1.4 "DAAB Activities" and the subsequent Sub- Clauses under Clause 1 "Definitions" renumbered:</p> <p>Sub-Clause 1.7 to 12: Replace all instances of "DAA Agreement" with "DAAB Agreement".</p> <p>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".</p>
2. General Provisions	Sub-Clause 2.2 is deleted in its entirety.
3. Warranties	Sub-Clause 3.3 is deleted and replaced with the following:





	<p>“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:</p> <ul style="list-style-type: none"> 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	<p>In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added: “Or (d) is being provided to the Bank.”</p>
9. Fees and Expenses	<p>In Sub-Clause 9.1 (c): “business class or equivalent” is replaced with: “in less than first class”.</p>
	<p>In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively.</p>
10. Resignation and Termination	<p>In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAAB Agreement”.</p>
Annex- DAAB Procedural Rules	
Rule 4.2	On the fourth line, “chairman” is replaced with “chairperson”.
Rule 8.3	On the sixth line, “chairman” is replaced with “chairperson”.
Form of Dispute Avoidance/Adjudication Agreement	
<p>All instances of “DAA Agreement” are replaced with: “DAAB Agreement”.</p> <p>In C (b): “chairman” is replaced with “chairperson”.</p>	