

প্রকল্প পরিচালক এর দপ্তর  
যমুনা নদী টেকসই ব্যবস্থাপনা প্রকল্প-১:  
নদী তীর সংরক্ষণ ও নদী শাসন (কম্পোনেন্ট-১)  
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Memo No.42.01.0000.000.817.07.0003.25-471

Date December 23, 2025

**Request for Bids Works (International Bidding)**  
**(Two-envelope Bidding Process, Without Prequalification)**

**Employer:** Bangladesh Water Development Board (BWDB)  
**Project:** Jamuna River Sustainable Management Project -1 (P172499): Riverbank Protection and Riverbank Training (Component 1)  
**Contract title:** Construction of 6 nos. Permeable/Top-Blocked Permeable Groins in series including River Bank Protection along the Left Bank of Jamuna River at Kalihati, District: Tangail.  
**Country:** Bangladesh  
**Loan No. /Credit No. / Grant No.:** IDA Cr. 7411-BD  
**RFB No.:** JARSMP-WDB-CZ-TAN-WD- 03  
**Issued on:** 24 December, 2025

1. The Peoples' Republic of Bangladesh (the "Borrower") has received financing from the World Bank toward the cost of the Jamuna River Sustainable Management Project-1 and intends to apply part of the proceeds toward payments under the contract for "Construction of 6 nos. Permeable/Top-Blocked Permeable Groins in series including River Bank Protection along the Left Bank of Jamuna River at Kalihati, District: Tangail". For this contract, the Borrower shall process the payments using the Direct Payment disbursement method as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.
2. The Bangladesh Water Development Board now invites sealed Bids from eligible Bidders for protection of 1.625 km left riverbank of Jamuna River. Upstream portion of the site is located at Alipur-Bhairab Bari Mouza, Durgapur Union of Kalihati Upazila. Downstream portion of the site is located at Charpouli Mouza, Kakua Union of Tangail Sadar Upazila., Bangladesh. The riverbank protection works include (i) construction of 06 no. Permeable/Top Blocked Permeable groins in series including River Bank Protection along the Left Bank of Jamuna River, (ii) beam and deck over the groins, (iii) shore protection with CC blocks and geo-textile filters & brick chips, (iv) riverbed protection with geo-bags and, (v) earthen tie embankment works. The completion time is 24 months of which underwater works shall be carried out between December-March (which is dry season and water level goes to the lowest point).
3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers- Procurement in Investment Projects Financing" November 2020 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from the office of the Project Director and inspect the Bidding document during office hours **from 10:00 am to 04:00 pm (Bangladesh Standard Time – GMT+6:00)** at the address given below. A read-only copy of the bidding document will also be available for downloading by prospective bidders on the website of the Employer [www.bwdb.gov.bd](http://www.bwdb.gov.bd).
5. The Bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee in the currency of USD or BDT as mentioned below. The method of payment will be electronic wire transfer to the bank account of the Employer (given below) or Pay Order (from any scheduled commercial bank in Bangladesh). The document fee and delivery terms are as follows:

(a) Nonrefundable fee: USD 100 (one hundred) or equivalent BDT 12,000 (twelve thousand), delivery of Bidding Document by hand from the office of the Project Director;

(b) Nonrefundable fee: USD 150 (one hundred fifty) or equivalent BDT 18,000 (eighteen thousand), delivery of Bidding Document through courier service within Bangladesh from the office of the Project Director; or

(c) Nonrefundable fee: USD 250 (two hundred fifty) or equivalent BDT 30,000 (thirty thousand), delivery of Bidding Document through airmail outside Bangladesh from the office of the Project Director.

(d) Within 3 working days of receipt of the required fee in the Employer's bank account, the Employer will dispatch the bidding documents through courier service and send a copy of the courier service order receipt through reply email to the bidder's email address, which the bidder may use to track the delivery. The Employer shall not be responsible in case of late or incorrect delivery by the courier service company.

6. Pre-Bid meeting will be held on **12 January, 2026 at 11:00 am** (Bangladesh Standard Time) at Room No: 406, Level-4, 72 Green Road, Pani Bhaban, BWDB, Dhaka.

7. Bid Document last selling date on **16.00 hours (GMT+6) of 05 February, 2026**. Bids must be delivered to the address below, on or before **02:30 pm (Bangladesh Standard Time), 09 February, 2026**. **Electronic bidding will not be permitted. Late Bids will be rejected.** The outer Bid envelopes marked "ORIGINAL BID," and the inner envelopes marked "TECHNICAL PART" will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address Room No: 406, Level-4, 72 Green Road, Pani Bhaban, BWDB, Dhaka at **03:00 pm (Bangladesh Standard Time) on 09 February, 2026**. All envelopes marked "FINANCIAL PART" shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.

8. All Bids must be accompanied by a Bid Security of USD 270,000.00 (Two hundred seventy thousand) or BDT 32,000,000.00 (Thirty-two million) or equivalent in any freely convertible currency in favor of the Project Director, JRSMP-1 (C1) Project.

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

10. Bank account details of the Employer for wire transfer purpose only:

A/c title: JRSMP-1 Riverbank Protection and Riverbank Training

A/c number: 0100261867979; Bank name: Janata Bank PLC.

Branch name: Green Road Corporate Branch; Swift code: JANBDDHJBD

Routing No: 135261693; Address of the bank branch: 72, Green Road, Dhaka-1205, Bangladesh.

11. The addresses referred to above are:

(Dr. Mohammad Mahtab Hossain)

Project Director

Jamuna River Sustainable Management Project-1:

Riverbank Protection and Riverbank Training (Component-1)

Bangladesh Water Development Board, Pani Bhaban, Level - 4

Block H, Room No.417, 72 Green Road, Dhaka-1205, Bangladesh

Tel: +8802-222230222, E-mail: [pd.jrsmpwdb@gmail.com](mailto:pd.jrsmpwdb@gmail.com)

Web: [www.bwdb.gov.bd](http://www.bwdb.gov.bd)

# Request for Bids Works

## Procurement of:

*Civil Works for Construction of Groin and Riverbank  
Protection of Jamuna River at Kalihati Upazila under  
Tangail District, Bangladesh*

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**Employer:** Bangladesh Water Development Board (BWDB)

**Project:** Jamuna River Sustainable Management Project -1 (P172499): Riverbank Protection and Riverbank Training (Component 1)

**Contract title:** Construction of 6 (Six) Permeable/Top Blocked Permeable Groin in series with Riverbank Protective along the Left Bank of Jamuna River at Kalihati, District: Tangail

**Country:** Bangladesh

**Loan No. /Credit No. / Grant No.:** IDA Cr. 7411-BD

**RFB No.:** JARSMP-WDB-CZ-TAN-WD-03

**Issued on:** 24 December, 2025

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# Standard Procurement Document

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# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders

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# Section I - Instructions to Bidders

## A. General

### 1. Scope of Bid

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

1.2 Throughout this bidding document:

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

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

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

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

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

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

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

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



**“Contractor’s Personnel”** is as defined in Sub-Clause 1.1.17 of the General Conditions; and

**“Employer’s Personnel”** is as defined in Sub-Clause 1.1.33 of the General Conditions.

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

## 2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

## 3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**4. Eligible Bidders**

- 4.1** A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2** A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project

implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially

autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

- 4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 4.11 This bidding is open only to prequalified Bidders unless specified **in the BDS**.

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

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

## **B. Contents of Bidding Document**

- |  |  |
|--|--|
| <b>6. Sections of Bidding Document</b>       | <p>6.1 The Bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I - Instructions to Bidders (ITB)</li> <li>• Section II - Bid Data Sheet (BDS)</li> <li>• Section III - Evaluation and Qualification Criteria</li> <li>• Section IV - Bidding Forms</li> <li>• Section V - Eligible Countries</li> <li>• Section VI - Fraud and Corruption</li> </ul> <p><b>PART 2 Works Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII - Works' Requirements</li> </ul> <p><b>PART 3 Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>• Section VIII - General Conditions (GC)</li> <li>• Section IX - Particular Conditions (PC)</li> <li>• Section X - Contract Forms</li> </ul> <p>6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer or the Notice of Request for Bids (RFB) issued by the Employer to the prequalified Bidders are not part of the Bidding document.</p> <p>6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information and documentation as is required by the Bidding document.</p> |
| <b>7. Clarification of Bidding Document,</b> | <p>7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified <b>in the BDS</b> or raise its enquiries during the</p>  |

**Site Visit, Pre-Bid Meeting**

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

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so, specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

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

## **8. Amendment of Bidding Document**

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

## **C. Preparation of Bids**

### **9. Cost of Bidding**

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

### **10. Language of Bid**

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

## 11. Documents Comprising the Bid

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

11.2 The Technical Part shall contain the following:

- (a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (e) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility and qualifications;
- (f) Conformity: a technical proposal in accordance with ITB 16;
- (g) Local Labour Method Statement in accordance with ITB 16 and Section IV, Bidding Forms; and
- (h) any other document required **in the BDS**.

11.3 The Financial Part shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
- (b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;
- (c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
- (d) any other document required **in the BDS**.

11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related



to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

- 11.5 The Bidder shall furnish in the Letter of Bid-Technical Part the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.
- 11.6 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.7 The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## **12. Letters of Bid and Schedules**

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

## **13. Alternative Bids**

- 13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must first price the Employer's design as described in the Bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder

with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

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

#### **14. Bid Prices and Discounts**

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

applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

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

## 15. Currencies of Bid and Payment

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

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

15.3 Subject to ITB15.2, the Bidder shall among other relevant factors, take into consideration the local labour requirements, specified in ITB 16.2 when specifying (i) its local and foreign currency requirements, and (ii) the weightings (and corresponding amounts) in the Table of Adjustment Data in Section IV- Bidding Forms, as applicable.

## 16. Technical Proposal

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

16.2 Unless otherwise specified **in the BDS**, the Bidder shall: (i) allocate not less than 30% of the total labour cost under the contract to the employment of local labour<sup>1</sup>; and (ii) submit the Local Labour Method Statement.

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

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

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid-Technical Part, included in Section IV, Bidding Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 36.2, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 36.2.
- 17.4 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

**Subcontractors**

- 17.5 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 17.6 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 17.7 In case prequalification has not been carried, for the purpose of assessment of qualifications of the Bidder, subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works are designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as Specialized

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

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

**18. Period of Validity of Bids**

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

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

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

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

**19. Bid Security**

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

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

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

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

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

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

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

- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security, and if required **in the BDS**, the Environmental and Social (ES) Performance Security.
- 19.7 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 48; or
    - (ii) furnish a Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49.
- 19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.6.
- 19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and:
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 48; or
    - (ii) furnish a Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49,
- the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated **in the BDS**.

## 20. Format and Signing of Bid

- 20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.
- 20.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may

include proprietary information, trade secrets, or commercial or financially sensitive information.

- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### **D. Submission of Bids**

##### **21. Sealing and Marking of Bids**

- 21.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original BID”. In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed



envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

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

21.4 All inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

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

## 22. Deadline for Submission of Bids

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

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

## 23. Late Bids

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

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

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that

withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

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

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

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

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

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

- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification

shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

- 25.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “SECOND ENVELOPE: Financial PART” shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.
- 25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART”;
  - (c) if applicable, any alternative Bid- Technical Part;
  - (d) the presence or absence of a Bid Security if one was required.
- 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

### **26. Confidentiality**

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders, or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 44.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

### **27. Clarification of Bids**

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

**28. Deviations, Reservations, and Omissions**

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

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

**29. Nonmaterial Nonconformities**

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

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

**G. Evaluation of Technical Part of Bids****30. Determination of Responsiveness of Technical Part**

30.1 The Employer’s determination of the Technical Part’s responsiveness shall be based on the contents of the Bid, as specified in ITB 11.

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

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding document, the Employer’s rights, or the

Bidder's obligations under the proposed Contract;  
or

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

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

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

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

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

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

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

**32. Detailed Evaluation  
of Technical Part**

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

- 32.2 The scores and weightings to be given to Rated Criteria (including technical and non-price factors and sub factors) are specified **in the BDS**.

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

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

- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:
- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
  - (b) their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
  - (c) notify them of the date, time, and location of the public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.
- 33.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;
  - (b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and
  - (c) notify them of the date, time, and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” as specified **in the BDS**.
- 33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial

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

- 33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.
- 33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.
- 33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.
- 33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder whose Financial Part was opened;
  - (b) the Bid price, per lot (contract) if applicable, including any discounts; and
  - (c) if applicable, any Alternative Bid – Financial Part.
- 33.8 The Bidders whose envelopes marked "SECOND ENVELOPE: FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.



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

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|---|---|
| <b>34. Adjustments for Nonmaterial Nonconformities</b>            | <p>34.1 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.</p>   |
| <b>35. Correction of Arithmetic Errors</b>                        | <p>35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul> <p>35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.</p> |
| <b>36. Conversion to Single Currency and Margin of Preference</b> | <p>36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.</p>   |

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

<sup>2</sup> An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

<sup>3</sup> Daywork is work carried out following instructions of the Engineer and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

**38. Abnormally Low Bids**

- 38.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder's ability to perform the Contract for the offered Bid Price.
- 38.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document.
- 38.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

**39. Unbalanced or Front Loaded Bids**

- 39.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule, and any other requirements of the Bidding document.
- 39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
  - (b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
  - (c) reject the Bid.

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

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

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

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

## **K. Award of Contract**

### **45. Award Criteria**

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

### **46. Notification of Award**

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

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

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected, with the reasons therefor;

- (e) the name of the successful Bidder, the final total contract price, the contract duration, and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form.

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

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

#### **47. Debriefing by the Employer**

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

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

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

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

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

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

**49. Performance Security** 49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 39.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or

insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

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

**50. Procurement  
Related Complaint**

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



## Section II - Bid Data Sheet (BDS)

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

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is JARSMP-WDB-CZ-TAN-WD- 03</p> <p>The Employer is the Project Director, Jamuna River Sustainable Management Project-1: Riverbank Protection and Riverbank Training (Component 1), Bangladesh Water Development Board.</p> <p>The name of the RFB is Construction of 6 nos. Permeable/Top-Blocked Permeable Groins in series including River Bank Protection along the Left Bank of Jamuna River at Kalihati, District: Tangail.</p> <p>The number and identification of lots (contracts) comprising this RFB is: JARSMP-WDB-CZ-TAN-WD- 03</p>
<b>ITB 1.2</b>	Not applicable in this bidding process.
<b>ITB 2.1</b>	<p>The Borrower is the People's Republic of Bangladesh.</p> <p>Loan or Financing Agreement amount is equivalent to US\$102 million.</p> <p>The name of the Project is Jamuna River Sustainable Management Project-1: Riverbank Protection and Riverbank Training (Component 1).</p>
<b>ITB 4.1</b>	The maximum number of members in the JV shall be three (3).
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>ITB 4.10</b>	The Bangladesh national debarment/sanctioning procedures doesn't apply.
<b>ITB 4.11</b>	This Bidding Process is not subject to prequalification.
<b>B. Contents of Bidding Document</b>	

<b>ITB 7.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer's address is:</p> <p>Attention: Dr. Mohammad Mahtab Hossain, Project Director, Jamuna River Sustainable Management Project-1</p> <p>Address: Pani Bhaban, Level 4, Block H, Room No. 417, BWDB, 72 Green Road, Dhaka-1205, Bangladesh.</p> <p>Telephone: Tel: +8802-222230222</p> <p>Facsimile number: N/A</p> <p>E-mail: <a href="mailto:pd.jrsmpwdb@gmail.com">pd.jrsmpwdb@gmail.com</a></p> <p>Web: <a href="http://www.bwdb.gov.bd">www.bwdb.gov.bd</a></p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: <b>12 January, 2026</b></p> <p>Time: 11:00 am (Bangladesh Standard Time)</p> <p>Place: Pani Bhaban, Level 4, Block H, Room No. 406, BWDB, 72 Green Road, Dhaka-1205, Bangladesh.</p> <p>A site visit conducted by the Employer shall be organized three (3) days before the Pre-Bid meeting held on 12 January, 2026. The firm must submit to the Employer the details of the persons [not more than two (2) persons from each firm] with supporting document at least three (3) days before the site visit date. The travel route will be as follows: Dhaka to Site – by microbus, Site to Dhaka – by microbus. The firm shall bear their own costs and expenses for the travel. However, a firm wants to visit the site separately, the firm informs the Employer in advance for the site visit, the local Water Development Division of BWDB will extend their support to the firm.</p>
<b>ITB 7.6</b>	<p>Web page: <a href="https://www.bwdb.gov.bd/en/live-tender">https://www.bwdb.gov.bd/en/live-tender</a></p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is English.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>

<b>ITB 11.2 (h)</b>	<p>The Bidder shall submit the following additional documents in the Technical Part of its Bid:</p> <p><b>(i) Detailed Estimate for Foreign Currency Requirements</b></p> <p>A Bidder shall submit detailed estimate of expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) as indicated in the Appendix to Bid - Table C, needed by the Bidder for the payment of such foreign currency requirements.</p> <p><b>(ii) Code of Conduct for Contractor’s Personnel (ES)</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>(iii) Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <p>As described in Section VII, Works’ Requirements – Environmental and Social (ES) requirements. However, these are mostly: (a) Air pollution, (b) Water pollution, (c) Soil pollution, (d) Noise pollution, (e) waste generation, (f) Protection of biodiversity, (g) Occupational Health and Safety Measures for community and workers, (h) hazardous materials and equipment handling, (i) Disturbance to community, (j) Grievance Redress Mechanism, (k) Protection of SEA/SH Risks, (l) Traffic management, and (m) Monitoring Plan.</p>
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	<p><b>iv) Quality Control Document of the Bidder and Quality Management Plan for Similar Civil Works</b></p> <p>The Bidder shall attach <b>(i)</b> the Quality Control Policy Document of the firm for large civil construction works, and <b>(ii)</b> specific quality management plan for this contract.</p> <p><b>(v) Bidder's Certification on ISO 9001, ISO 14001 and ISO 45001</b></p> <p>The Bidder shall attach the certificates with respect to ISO mentioned above. The certificates, if possessed, must be valid till the bid submission deadline date. If the validity expires immediately after the bid submission deadline date, the Bidder must submit the renewal certificate within the bid validity period.</p> <p><b>(vi) Grievance Redress Mechanisms for Workers.</b></p> <p>The Bidder shall attach the standard policy of the Bidder for grievance redress mechanism for workers during execution of any contract.</p> <p>A commitment of the Bidder as a board resolution is to be attached that the policy will be adhered to/applied for this contract as well.</p>
<b>11.3 (d)</b>	The Bidder shall submit the following additional documents in the Financial Part of its Bid: None
<b>ITB 13.1</b>	Alternative Bid shall not be considered.
<b>ITB 13.2</b>	Alternative times for completion shall not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall not be permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall be subject to adjustment.
<b>ITB 15.1</b>	<p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p><b>Alternative A (Bidders to quote entirely in local currency):</b></p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in Bangladesh Taka (BDT), and further referred to as "the local currency." A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Bid - Table C, the</p>

	<p>percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Bidder in terms of arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p>
<b>ITB 16.2</b>	ITB 16.2 applies.
<b>ITB 17.5</b>	At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
<b>ITB 17.6</b>	<p>(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is 20% (twenty percent) of the total contract amount.</p> <p>(b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications and experience.</p>
<b>ITB 17.7</b>	<p>The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows:</p> <p>Slope protection works [CC Block, Geo-textile filters, two layers filter of brick-chips].</p>
<b>ITB 18.1</b>	The Bid shall be valid until 150 days from the date of the bid submission deadline).
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factors: Not applicable
<b>ITB 19.1</b>	<p>A Bid Security shall be required.</p> <p>The Bid Security shall be in the form of <b>an Unconditional Bank Guarantee only</b>.</p> <p>A Bid-Securing Declaration shall not be required.</p> <p>The amount and currency of Bid Security shall be USD 270,000.00 (Two hundred seventy thousand) or BDT 32,000,000.00 (Thirty-two million) or equivalent in any freely convertible currency in favour of Project Director, JRSMP-1(C1) Project.</p>

<b>ITB 19.3 (d)</b>	Other types of acceptable securities: None
<b>ITB 19.9</b>	Not Applicable
<b>ITB 20.3</b>	<p>The written confirmation of authorization to a person to sign the Bid on behalf of the Bidder shall consist of a Power of Attorney that demonstrates the authority of the signatory to sign the Bid. The Power of Attorney shall be notarized by a registered Notary to be included with the Letter of Bid.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>An organizational document, board resolution or its equivalent by which giving power of attorney specifying the authority of Bidder representative to sign the Bid on behalf of the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney shall be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of the intended or existing joint venture.</p> <p>The written confirmation of authorization to sign on behalf of the bidder shall consist of a Notarized Power of Attorney to be included with the Letter of Bid.</p>
<b>D. Submission of Bids</b>	
<b>ITB 21.1</b>	<p>In addition to the original of the Bid, the number of copies is:</p> <p>Technical Proposal: Three (3) copies of the Technical Proposal including a soft copy in PDF (USB memory). Hard (original) copy shall prevail in case of discrepancy between hard (original) and soft copies. The bids must have a table of content with page number chronologically from one volume to another volume (if it is a multi volume bid.). The text in the PDF version shall have a provision to make copy. The binding of the hard copy shall be in such a manner that the document can be read easily.</p> <p>Financial Proposal: In addition to original 2 (two) hard copies and a soft copy in <b>Excel format</b> (USB memory). Hard (original) copy shall prevail in case of discrepancy between hard (original) and soft copies.</p>
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is:</p> <p>Attention: Dr. Mohammad Mahtab Hossain, Project Director, Jamuna River Sustainable Management Project-1</p> <p>Address: Pani Bhaban, Level 4, Block H, Room No. 417, BWDB, 72 Green Road, Dhaka-1205, Bangladesh.</p>

	<p>The deadline for Bid submission is:</p> <p>Date: <b>09 February, 2026.</b></p> <p>Time: 02:30 pm Bangladesh Standard Time (GMT+6:00)</p> <p>Bidders shall not have the option of submitting their Bids electronically.</p>						
<b>E. Public Opening of Technical Parts of Bids</b>							
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:</p> <p>Street Address: Pani Bhaban, BWDB, 72 Green Road, Dhaka-1205, Bangladesh.</p> <p>Floor/ Room number: Level 4, Block H, Room No. 406</p> <p>City: Dhaka</p> <p>Country: Bangladesh</p> <p>Date: <b>09 February, 2026.</b></p> <p>Time: 03:00 pm Bangladesh Standard Time (GMT+6:00)</p> <p>The Technical Part bid opening meeting will also be connected virtually through live video conference, for which the electronic connection link will be sent by the Employer at least <b>three (3) calendar days</b> before the Opening Meeting through email to all the Bidders who purchased the Bidding Document and who may choose to attend through video conference.</p>						
<b>ITB 25.1</b>	The electronic Bid opening procedures shall be: Not Applicable						
<b>ITB 25.6</b>	The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” shall be numbered and initialed by the members of the Bid/Tender Opening Committee of the Employer conducting Bid opening.						
<b>G. Evaluation of Technical Part of Bids</b>							
<b>ITB 32.2</b>	<p>The weight given for the Technical Part is 50% (Fifty percent). The quality of the Technical Part of the Bids which are determined to be substantially responsive shall be evaluated based on the following factors and Points:</p> <table><tr><th>Technical Factor (Sub-Factor)</th><th>Points</th><th>Bidding Form</th></tr><tr><td>1. Method Statement for key construction activities (Piling works, beam and deck works, riverbank protection works, embankment construction,</td><td>30</td><td>Section IV - Method Statement of Key Construction Activities</td></tr></table>	Technical Factor (Sub-Factor)	Points	Bidding Form	1. Method Statement for key construction activities (Piling works, beam and deck works, riverbank protection works, embankment construction,	30	Section IV - Method Statement of Key Construction Activities
Technical Factor (Sub-Factor)	Points	Bidding Form					
1. Method Statement for key construction activities (Piling works, beam and deck works, riverbank protection works, embankment construction,	30	Section IV - Method Statement of Key Construction Activities					

	riverbed protective works and key equipment strategy for construction) including construction work plan.		
	2. Management strategies and implementation plans (MSIPs) for ESMP and ESCP.	20	Section IV - ES Management Strategies and Implementation Plans
	3. Standard Quality Control Document of the Bidder or the Lead Partner of the Joint Venture, Quality Control Management Plan for the Works and ISO certifications of the Bidder (ITB Clause 11.2(h)(v)).	20	Section IV – Quality Control Management Plan
	4. Site Organization and mobilization plan of man, materials and machines, team composition (Management staff, professional staff, skilled/semi-skilled labor, general labor and operators), qualifications and experience of Contractor's Key Personnel.	10	Section IV – Site Organization, Key Personnel Schedule
	5. Construction/Contract Management Strategy	20	Section IV - Construction/Contract Management Strategy
	Total:	100	
<p>The Bidder is required to obtain minimum scores of 50 (fifty) points to make its Technical proposal to be substantially responsive and its Financial proposal will be opened on the specific date and time as prescribed by the Employer to the respective Bidders.</p>			



<b>H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts</b>	
<b>ITB 33.5</b>	The Letter of Bid – Financial Part and Schedules shall be initialed by the members of the Bid/Tender Evaluation Committee of the Employer conducting Bid opening. Each Financial Part of Bid shall be initialed by all members of Bid/Tender Evaluation Committee and shall be numbered, any modification to the unit or total price shall be initialed by all the members of Bid/Tender Evaluation Committee.
<b>I. Evaluation of Financial Part of Bids</b>	
<b>ITB 36.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is Bangladesh Taka (BDT)</p> <p>The source of exchange rate shall be the Bangladesh Bank published on its website (<a href="https://www.bb.org.bd/en/index.php/econdata/exchangerate">https://www.bb.org.bd/en/index.php/econdata/exchangerate</a>).</p> <p>The date for the exchange rate shall be the date of bid submission deadline.</p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative A that follows:</p> <p><b><i>Alternative A: Bidders quote entirely in local currency</i></b></p> <p>For comparison of Bids, the Bid Price, corrected pursuant to ITB 35, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Bidder in accordance with ITB 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date stipulated above.</p>
<b>ITB 36.2</b>	A margin of domestic preference shall not apply.
<b>ITB 37.1(f)</b>	Not Applicable.
<b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid</b>	
<b>ITB 40.1</b>	The weight to be given for cost is 50%.

<b>K. Award of Contract</b>	
<b>ITB 49.1 and 49.2</b>	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security, <b>1% of the total accepted Contract Amount.</b>
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> Dr. Mohammad Mahtab Hossain  <b>Title/position:</b> Project Director  <b>Employer:</b> Bangladesh Water Development Board  <b>Email address:</b> <a href="mailto:pd.jrsmpwdb@gmail.com">pd.jrsmpwdb@gmail.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents;</li> <li>2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and</li> <li>3. the Employer’s decision to award the contract.</li> </ol>

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

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

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

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

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

## **Evaluation of Bids**

### **1. Qualification**

#### **1.1 Update of Information**

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

#### **1.2 Subcontractors**

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

Maximum percentage of Subcontract shall not exceed 20% of Accepted Total Contract Amount including Specialist Sub-Contractor. The Subcontractor should have successful completion record of 2 (two) contracts of similar nature and complexity to the portion of the Works in the last 5 years. However, the qualifications of subcontractors shall not be considered in the evaluation as the qualification criteria which must be met by the Bidder itself.

The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder. The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows:

Bank protection works [Geo-bags, CC Blocks, Geo-textile filters, two layers filter of brick-chips.]

#### **1.3 Financial Resources**

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

#### **1.4 Contractor's Representative and Key Personnel**

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

The Bidder shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the

Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

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

**Minimum educational and experience requirements for Contractor's Representative and Key Personnel:**

**Key Personnel to be evaluated (whose CVs are to be submitted).**

Sl. No.	Position	Total Work Experience (years)	Experience In Similar Work (years)	Qualifications
1.	Project Manager (Contractor's Representative) - 01 Person	12	6 Years as Project Manager or Resident Engineer in civil engineering projects of a similar nature and complexity	Minimum B.Sc. in Civil Engineering
2.	Design/Structural Engineer- 01 Person	10	5 Years in Civil Engineering design of a similar nature and complexity	Minimum B.Sc. Engineering (Civil/ Water Resources)
3.	Quality Assurance & Quality Control Engineer- 02 Persons	8	5 Years in preparing and executing quality assurance plan, quality control, measurement of works, and preparation of IPC (Interim Payment Certificate)	Minimum B.Sc. Engineering (Civil/ Water Resources) and Training in Material Testing
4.	Site Engineer- 02 Persons	8	4 Years in Supervision and monitoring in river bank protection works of a similar nature and complexity	B.Sc. in Civil Engineering
	Site Manager/ Supervisor - 02 Persons	8	5 Years in construction	Minimum Diploma in Civil Engineering

			management works with similar nature	
5.	Environmental Officer and Social Development Officer - 02 Persons	5	3 Years in Environment related positions and Social Development related positions respectively	Minimum Bachelor degree in Environmental Science or Engineering or Similar field and Bachelor degree in Social Science or Similar field respectively
6.	Occupational Health & Safety (OHS) Officer- 01 Person	3	2 Years in OHS related positions	Minimum Bachelor degree in relevant field as well as professional training on OHS
7.	Lab Technician- 02 Persons	5	3 Years as Lab Technician	Diploma in Civil Engineering
8.	Surveyor- 03 Persons	8	4 years in topographic Survey, Construction Survey, Mapping	Diploma from a Government accredited Survey Institute or Similar Diploma from any recognized Institute

The Bidder shall provide complete organization of staff including the minimum experience of key staff for each sector/area in its proposal, but the above 7 key persons will be evaluated for scoring purpose.

### 1.5 Equipment

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

No	Equipment Type and Characteristics	Minimum Number Required
1.	Excavator- Long Boom	05 Nos
2.	Chain Dodger for Embankment construction	02 Nos
3.	Mixer Machine for CC block manufacturing	04 Nos
4.	Flat top Burge/pontoon (minimum dimension: 30mX9mX1.5m) along with Flipper delta type anchor – minimum 3 ton	06 Nos
5.	Mixing Plant for Pile, Beam and Slab construction	02 Nos

6.	Tugboat (minimum capacity: 700 HP)	05 Nos
7.	Speed Boat	03 Nos
8.	Country Boat	05 Nos
9.	Double drum power driven mooring winches – minimum 500 ton	02 sets
10.	Pump	05 Nos
11.	Vibrator for compaction of concrete	08 Nos
12.	Rotary Drill for Pile construction	08 Nos
13.	Crane for Pile construction	04 Nos
14.	Truck/Dump truck	05 Nos
15.	Generator (for both site electrification and winch operation) – minimum 120 HP	06 Nos

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

If any of the key equipment proposed by the Bidder is determined by the Employer not meeting the specified characteristics or deficient in equipment as required, the Employer reserves the right to require the Bidder to replace such key equipment with required key equipment (i.e. capacity and number) that meets the specified characteristics prior to contract award, if awarded to the Bidder.

## 2. Evaluation of Technical Proposal

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

Evaluation of Technical Part will be carried out as specified in this Section III: Evaluation and Qualification Criteria (Table A. Qualification) as the minimum technical requirements that have to be met by the Bidder prior to being considered for technical evaluation by applying the scored technical factors in accordance with BDS ITB 32.2.

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

### Technical Proposal Scoring Methodology:

Score (of the total score for the factor /sub-factor as applicable)	Description	Remarks
0% to 59%	Required feature is absent; no relevant information to demonstrate how the requirement is met.	

60% to 69%	Required features present with deficiencies such as insufficient or information that lacks clarity.	
70% to 79%	Sufficient information to demonstrate how the requirement will be met.	
80% to 89%	Sufficient information to demonstrate that the requirement will be marginally exceeded.	
90% to 100%	Sufficient information that significantly exceeds the requirement/ proposal contributes to significant value addition.	

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

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

where:

$S_j$  = the Factor Technical Score of factor “j”,

$W_j$  = the weight of factor “j” as specified **in the BDS**,

$n$  = the number of Factors, and

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

**Alternative Technical Solutions for specified parts of the Works: Not Applicable.**

### 3. Financial Evaluation

**Margin of Preference shall not apply.**

#### Criteria for Financial Evaluation

In addition to the criteria listed in ITB 37.1 (a) – (e), the following criteria shall apply:

##### Time Schedule

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.84. No credit will be given for earlier completion.

**Life Cycle Costs shall not apply.**



**Sustainable Procurement:**

Not Applicable

**4. Combined Evaluation**

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

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

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

Where:

$C$  = Evaluated Bid Cost

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

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

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

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

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

## A. Qualification

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor's default since 1 <sup>st</sup> January 2016	Must meet requirement	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

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

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

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2016.					
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five (5) years. <sup>4</sup>	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	<b>Bank's SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance	Must meet requirement (including	N/A	Must meet requirement (including	N/A	Letter of Bid, Form CON-4

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

<sup>4</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	each subcontract or proposed by the Bidder)		each subcontractor proposed by the Bidder)		
<b>3. Financial Situation and Performance</b>							
<b>3.1</b>	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>US\$ two (2.0) million</b> for the subject contract(s) net of	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>the Bidder’s other commitments. The documentary evidence shall be: (A) in the form of supporting letter(s) issued by the Bidder’s bank/financial institution confirming that the above-specified minimum amount is available through funds in the bidder’s bank account and/or lines of credit for use specifically in the execution of the subject contract if awarded to the bidder</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the <b>last five</b></p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>N/A</p>	<p>N/A</p> <p>Must meet requirement</p>	<p>N/A</p> <p>N/A</p>	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<b>(5) years</b> [i.e., FY 2024-25, FY 2023-24, FY 2022-23, FY 2021-22, and FY 2020-21, <b>OR</b> , CY 2024, CY 2023, CY 2022, CY 2021, and CY 2020] shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.					
<b>3.2</b>	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of US\$ <b>Eighteen (18)</b> million, calculated as total certified payments received for contracts in progress and/or completed within the <b>last five (5) years i.e. 2024, 2023, 2022, 2021 and 2020.</b>	Must meet requirement	Must meet requirement	Must meet twenty (20) percent of the requirement	Must meet sixty (60) percent of the requirement	Form FIN – 3.2
<b>4. Experience</b>							
<b>4.1 (a)</b>	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management contractor for at least <b>one completed or ongoing construction</b>	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<b>contract from 1st January 2018.</b>					
<b>4.2 (a)</b>	<b>Specific Construction &amp; Contract Management Experience</b>	The minimum specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works of similar nature, complexity and methods/construction technology successfully completed within the last <b>10 (Ten) years</b> . Years counting backward from the date of publication of IFT in the newspaper. The minimum specific experience at least <b>01 (one) contract</b> , with a value of at least <b>USD Fourteen (14) million or equivalent</b> in Construction/Repair of	Must meet requirement	Must meet requirement <sup>5</sup>	N/A	N/A	Form EXP 4.2(a)

<sup>5</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		Revetment/River bank protection work/Shore protection work/Crossbar/Spur with concrete pilling/Groyne with concrete pilling Or <b>02 (two) contracts</b> with a value (Sum) of at least <b>USD Twenty (20) million or equivalent</b> in Construction of Spur/Groyne with concrete pilling Or <b>02 (Two) contracts</b> in Construction/ Repair of Revetment/River bank protection work/Shore protection work/Crossbar/Spur with concrete pilling/Groyne with concrete pilling and in Construction of RCC Jetty in port/Construction of Bridge of minimum length of 250m/Barrage construction of minimum 200m/Construction of minimum 14 vents Regulator with concrete					

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		pling, totaling with a value of at least <b>USD Twenty (20) million or equivalent.</b>					
<b>4.2 (b)</b>		<p>For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2016 and Bid submission deadline, a minimum construction experience in the following key activities successfully completed in any one calendar year <sup>6</sup>:</p> <p>(i) Earthworks: 50,000 cum per year</p> <p>(ii) Pile works: 10,000 cum per year</p> <p>(iii) Riverbank/shore protection: 1.5 km per year</p> <p>Note: If a Bidder cannot meet the above three (3) requirements, the experience</p>	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b)

<sup>6</sup> Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		of a Specialized Sub-contractor may be considered for any one requirement from the above three (3) requirements. <sup>7</sup>					
4.2 (c)	Specific Experience in managing ES aspects	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2016 and Bid submission deadline, experience in managing the following ES risks and impacts and any additional sustainable procurement aspects:  (i) Air pollution control (ii) Sound pollution control (iii) Water pollution control (iv) Soil pollution control (v) SEA/SH risks control	Must meet requirements	Must meet requirement	Must meet the following requirements: any two requirements out of six (6) requirements.	Must meet the following requirements: any three requirements including SEA/SH out of six (6) requirements.	Form EXP – 4.2 (c)

<sup>7</sup> In addition to the submission requirement of Form EXP – 4.2(b), the Bidder shall provide the supporting documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate or Performance Certificate, activities performed by the Bidder or Joint Venture partners, **certified copy of bill containing the key activities** and other relevant details sufficient to demonstrate compliance with the requirements.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		(vi) OHS and Labor risks control					

# Section IV - Bidding Forms

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## Letter of Bid- Technical Part

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

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

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

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

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

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

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

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

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

In submitting our Bid, we make the following declarations:

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

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

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

- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations. An arbitral award on the disqualification case has been made in our favor.]
  - (iv) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
  - (v) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*\_\_\_\_\_;
- (f) **Bid Validity:** Our Bid shall be valid until *[insert day, month, and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *[and an Environmental and Social (ES) Performance Security, Delete if not applicable]* in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*  
*[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid, or any other Bid that you may receive; and



- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

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

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

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

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

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

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

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

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

## **Appendix to Technical Part of Bid**

## **Technical Proposal**

- **Site Organization**
- **Method Statement**
- **Construction/Contract Management Strategy**
- **Quality Control Management Plan**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct for Contractor's Personnel (ES)**
- **Equipment**
- **Key Personnel Schedule**
- **Local Labour Method Statement**
- **Others**

## Site Organization

*[Insert Site Organization information]*

**[Note to the Bidders:** This should include the organization structure of the Contractor at Site, authority to execute the activities, office facilities, security provision, labor shed, materials/semi-finished products/finished products stockyard, equipment parking yard and other relevant information relating to site management.]

## Method Statement

### Note to the Bidder:

The Bidder shall provide typical method statements for execution of key construction activities which ensure the design life, expectancy, quality assurance and quality control, safety of work and workforce. Each method statement shall describe, inter alia,

- (1) the proposed approach to the construction activity;
- (2) the level of staffing and experience;
- (3) the level and quality of construction equipment;
- (4) the safe system of work;
- (5) inspection and testing procedures;
- (6) storage;
- (7) formwork to be used;
- (8) materials and its quality;
- (9) traffic management;
- (10) concrete quality assurance measures; and
- (11) risk and mitigation measures in construction works.

The key construction activities may include the following:

- (A) Construction of piling works
- (B) Construction of beam and deck
- (C) Construction of riverbank protection works including production of CC blocks
- (D) Construction of embankment works
- (E) Riverbed protective works.

For each of the above activity, the Bidder must state all 11 items mentioned above serially. In addition, the Bidder also demonstrate the labor requirements, equipment requirements, quantity calculation, meeting specifications as laid down in the BOQ and design data, time required to complete the works in line with the construction schedule and other relevant supporting information and documents.

## **Mobilization Schedule**

*[insert Mobilization Schedule]*

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

## **Construction Schedule**

*[insert Construction Schedule]*

The Bidder shall set out a construction schedule of the Works to be undertaken. The proposed work schedule shall be developed based on the specifications and Bill of Quantities. The work schedule shall be prepared either by use of MS-Project or Primavera software. The work schedule shall consider the following issues (but not limited to):

1. Execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
2. Expected commencement date and completion date of the Works;
3. The order in which the Bidder intends to carry out the Works including each stage of procurement, manufacture, inspection, delivery to the Site, construction, including works undertaken by the Sub-Contractor;
4. All activities are to be logically linked and showing earliest and latest start and finish dates for each activity, the float and critical path(s);
5. All delivery dates of materials;
6. Highlights the activities imposing constraints to the works sequence;
7. No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions Part B- Sub-Clause 4.1;
8. Constitution of the DAAB;
9. SEA and SH orientation conference; and
10. All milestones of works, delivery, reports, etc.]

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

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

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



### **Construction/Contract Management Strategy**

The Proposer shall submit a construction management strategy which addresses :

- (a) organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- (b) subcontractor selection and management;
- (c) proposals for training (e.g. best practise, health and safety, environmental, bio-diversity, etc.) all personnel attending site;
- (d) stakeholder engagement;
- (e) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (f) construction phasing proposals including sequence of work and management of conflicting activities;
- (g) ensuring that geotechnical investigations or other advance works meet the ES requirements in coordination with construction supervision and monitoring consultant of the project;
- (h) quality management system including a draft of the quality management plan;
- (i) sustainability aspects demonstrating the Proposer's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- (j) preparation, approval and implementation of the Contractor's environmental and social management plan and perform regular environment and social management plan implementation monitoring accordingly (Pl. follow ESIA and EMP of the Project);
- (k) preparation, approval and implementation of the Contractor's health and safety manual (Pl. follow ESIA of the Project)
- (l) grievance redress mechanisms; and
- (m) Coordination among PIU, Field Office, construction supervision and monitoring consultant of the project and other related consultants.

The proposer shall exercise its best efforts to present construction and contract management strategy. So the proposer should not be limited to the above identified aspects rather may address aspects pertinent to the construction/ contract management strategy.

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

### Note to the Bidder:

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

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

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

### REQUIRED CONDUCT

Contractor's Personnel shall:

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

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

## RAISING CONCERNS

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

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

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

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

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

#### **FOR CONTRACTOR'S PERSONNEL:**

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

Name of Contractor's Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

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

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

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

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

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

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

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

**[Note to the Bidder: This form should be separately signed by each key personnel of the Bidder or signed together by all key personnel of the Bidder during the bidding phase.]**

### Form EQU: Contractor's Equipment

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

## Subcontractors

### *Option 1- Without Prequalification*

#### *(a) Specialized Subcontractors*

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

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

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

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

### Contractor' Representative and Key Personnel

1.	<b>Title of position:</b> [Contractor's Representative]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>
2.	<b>Title of position:</b> [Environmental Specialist]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>
3.	<b>Title of position:</b> [OHS and Labor Expert]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>
4.	<b>Title of position:</b> [Social Specialist]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>



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

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

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

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

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

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

## Declaration

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

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

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

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

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

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

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

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

**Countersignature of authorized representative of the Bidder:**

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

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

## Local Labour Method Statement

This Method Statement demonstrates Bidder's approach and methodology to engaging local labour<sup>1</sup> during the execution of the contract in accordance with the requirement specified in ITB 16.2(ii).

In developing this Method Statement, the Bidder shall exercise its best efforts to present its approach and methodology for the engagement of local labour that the Bidder will be able to deliver during contract execution and comply with the requirement for allocating not less than 30% of total labour cost<sup>2</sup> to local labour. This Method Statement will be part of the contract and updated as appropriate during contract execution, subject to the Engineer's approval.

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

- The total number of labour employed by skill category, expressed as Full-time Equivalent (FTE)<sup>3</sup> over the duration of the contract. Please use the formula below to calculate the FTE over the duration of the contract for each skill category<sup>4</sup>:

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

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

### Guidance on what labor skills are considered for purposes of Local Labor

To comply with the applicable Local Labor requirements, the Contractor is permitted to engage labor whether skilled, semi-skilled, or unskilled as deemed appropriate to fulfill the scope of the contract. The selection and deployment of such labor will remain at the Contractor's discretion, and may vary from contract to contract provided it aligns with the contract objectives and

#### Notes for Bidders:

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

<sup>2</sup> For the purpose of this requirement, the Bidder should consider "costs" as only wages.

<sup>3</sup> FTE should be calculated for each skill category. Skill categories are Skilled, Semi-skilled, and Unskilled labour.

<sup>4</sup> In the formula, the number of available full-time labour hours per worker per year can be estimated based on the specifics of the contract, using a calculation such as: 40 hours/week x 52 weeks/year = 2080 hours/year. This can be multiplied by the estimated duration (in years) of the contract.

relevant legal obligations. The bidders to prepare/submit a Local Labor Method Statement (LLMS) which includes among other things, the total number of Local Labor employed by skill category. There is flexibility for bidders to consider what is the optimum mix of skilled, semi-skilled and unskilled labor to meet the Local Labor requirements detailed in the bidding documents (minimum 30% Local Labor of the total labor cost). Ideally, bidders should aim to offer as many skilled roles as possible to Local Labor in support of their skills development and for higher-income opportunities.

Examples of labor skills categories that may be employed on a typical works contract include the following.

**a) Unskilled labor:**

Unskilled labor roles typically involve tasks that don't require specialized training or prior experience. Examples include general [day] laborers, material handlers, site clean-up crews, and those involved in tasks like trench digging, material carrying, concrete mixing, or site preparation. While these roles are essential, they generally don't demand formal education or extensive on-the-job training.

**b) Semi-skilled labor:**

Semi-skilled labor includes roles like construction laborers [higher skill level than general day laborers], carpenters' helpers, and painters' helpers. These workers perform tasks that require some technical knowledge and skill, but not the advanced expertise of a skilled tradesperson such as carpenters, electricians, or plumbers.

**c) Skilled labor:** Skilled labor in construction may encompass key personnel such as: construction management (Supervisors, Forepersons, Team-Leaders) as well as trades requiring specialized training, experience, and often formal certification. Trade examples include electricians, plumbers, carpenters, welders/ metal work specialists/fabricators, heavy-equipment/specialist plant operators and technicians (such as air-conditioning, heating, elevator/plant specialists) etc. These skilled workers bring specialist managerial and/or technical expertise in specific construction areas, contributing to quality, enhanced safety, and increased productivity on construction projects.

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

## **Proposed Quality Control Management Plan for the Works**

## **Occupational Health and Safety Plan for the Works**

**Justification of Foreign Currency Requirements**

SN	Bill No.	Local Currency (%)	Foreign Currency 1 (%)	Foreign Currency 2 (%)	Foreign Currency 3 (%)	Justification for Foreign Currency requirements
1	Bill No. 1					
2	Bill No. 2					
3	Bill No. 3					
4	Bill No. 4					
5	Bill No. 5					
6	Bill No. 6					
7	Bill No. 7					



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

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

## Form ELI -1.1: Bidder Information Form

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

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

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

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

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

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

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

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

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

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

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

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

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

### Form CON – 3: Environmental and Social Performance Declaration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>SEA and/or SH Declaration</b> <b>in accordance with Section III, Qualification Criteria, and Requirements</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p style="text-align: center;"><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations <b>(as per (d) above)</b></p> <p style="margin-left: 20px;">Name of Employer: _____</p> <p style="margin-left: 20px;">Name of Project: _____</p> <p style="margin-left: 20px;">Contract description: _____</p> <p style="margin-left: 20px;">Brief summary of evidence provided: _____</p>



\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITB 36.1 for the exchange rate

## 2. Sources of Finance

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

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

## 2. Financial documents

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

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

☐ Attached are copies of financial statements<sup>5</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>5</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

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

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

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

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

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

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

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

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

**Form FIN – 3.3: Financial Resources**

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

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

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

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

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

## Form EXP - 4.1: General Construction Experience

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Subcontractor's Name<sup>6</sup> (as per ITB 17): \_\_\_\_\_

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

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

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

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

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

<sup>6</sup> If applicable

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

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

2. Activity No. Two

3. ....

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

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

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

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

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

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

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

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

Contract Identification:				
Award date:				
Completion date:				
Role in Contract:	<b>Prime Contractor</b> <input type="checkbox"/>	<b>Member in JV</b> <input type="checkbox"/>	<b>Management Contractor</b> <input type="checkbox"/>	<b>Subcontractor</b> <input type="checkbox"/>
Total Contract Amount:			US\$	
Employer's Name: Address: Telephone/fax number: E-mail:				
Details of relevant experience:				

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

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

4. ...

## Form of Bid Security - Demand Guarantee

**Beneficiary:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To:

We, the undersigned, declare that:

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

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

- (a) have failed to correct non-compliance with identified SAE/SH Prevention and Response Obligation; and/or
- (b) were non-compliant with such obligations at the time of an alleged incident,

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

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

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

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

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

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

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

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

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

## Letter of Bid - Financial Part

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

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

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

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

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

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

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

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

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

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

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

Or

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

- (c) **Discounts:** The discounts offered and the methodology for their application are:

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

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (d) **Commissions, gratuities, and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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



## Appendix to Financial Part

### Schedule of Cost Indexation

The formula for price adjustment shall be of the following general type:

$$P_n = a + b \frac{LL_n}{LL_0} + c \frac{FU_n}{FU_0} + d \frac{CE_n}{CE_0} + e \frac{RS_n}{RS_0} + f \frac{CA_n}{CA_0} + g \frac{GT_n}{GT_0} + h \frac{FA_n}{FA_0} + i \frac{BR_n}{BR_0} + j \frac{MI_n}{MI_0}$$

where:

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

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

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

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

“ $LL_0$ ,” “ $FU_0$ ,” “ $CE_0$ ,” ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

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

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

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

Where:

LL = Local Labor; FU = Diesel Fuel; CE = Cement; RS = Reinforcing Steel; CA = Coarse Aggregates (Stone); GT = Geo Textiles; FA = Fine Aggregates (Sand); BR = Bricks; and MI = Miscellaneous items

a = fixed component

b = coefficient of local labor

c = coefficient of fuel (diesel)

d = coefficient of cement

e = coefficient of reinforcing steel

f = coefficient of coarse aggregates

g = coefficient of geo-textiles

h = coefficient of fine aggregates

i = coefficient of bricks

j = coefficient of miscellaneous items

### **Table of Adjustment Data**

In Tables A and C below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion.

### **Table A. Local Currency**

*Price Adjustment shall be applicable to all items for the specific input of the civil works provided in the table below. This adjustment shall be applicable from the commencement date.*

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
-	Nonadjustable	—	—	—	a: 0.25
LL	Local Labor	Table 2.12 of BBS Monthly Bulletin [Construction Industry labor rate – Dhaka Division]	28 days prior to the bid submission deadline date	BDT	b: ____
FU	Diesel fuel	Price published by BPC on its website from time to time	28 days prior to the bid submission deadline date		c: ____
CE	Cement	Table 3.4 of BBS Monthly Bulletin [Selected Building Materials – Dhaka Division]	28 days prior to the bid submission deadline date		d: ____
RS	Reinforcing steel	Table 3.4 of BBS Monthly Bulletin [Selected Building Materials – Dhaka Division]	28 days prior to the bid submission deadline date		e: ____
CA	Coarse Aggregates (stone)	Table 3.4 of BBS Monthly Bulletin [Selected Building Materials – Dhaka Division]	28 days prior to the bid submission deadline date		f: ____

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
GT	Geo-textiles		28 days prior to the bid submission deadline date		g: ____
FA	Fine Aggregates (sand)	Table 3.4 of BBS Monthly Bulletin [Selected Building Materials – Dhaka Division]	28 days prior to the bid submission deadline date		h: ____
BR	Bricks	Table 3.4 of BBS Monthly Bulletin [Selected Building Materials – Dhaka Division]	28 days prior to the bid submission deadline date		i: ____
MI	Miscellaneous items	Table 3.10 of BBS Monthly Bulletin [General Index – Building Materials Price]	28 days prior to the bid submission deadline date		j: ____
			<b>Total</b>		<b>1.00</b>

The range of coefficients for each index code for each BOQ family is given below from which the Bidder will choose a figure within the range so that the summation of coefficients for all indexes under a BOQ family makes it 1.00 or 100%.

Index Code	Coefficient	BOQ Family No. 1 = General Mobilization Items; No. 2 = Pile; No. 3 = Sheet Pile; No. 4 = Bed Protection (Geo Bag); No. 5 = Beam and Slab; No. 6 Dyke/Protective Work (Earthwork) and No. 7 = Shank (CC Block).					
		No. 2	No. 3	No. 4	No. 5	No. 6	No. 7
-	a	0.25	0.25	0.25	0.25	0.25	0.25
LL	b	0.05~0.20	0.05~0.20	0.05~0.25	0.05~0.15	0.05~0.20	0.05~0.35
FU	c	0.05~0.10	0.08~0.15	0.02~0.07	0.05~0.10	0.02~0.10	0.02~0.07
CE	d	0.10~0.20	-	-	0.05~0.25	-	0.07~0.20
RS	e	0.25~0.40	0.35~0.40	-	0.25~0.40	-	-
CA	f	0.10~0.20	-	-	0.05~0.20	-	0.07~0.20
GT	g	-	-	0.10~0.30	-	0.10~0.30	0.07~0.20
FA	h	0.05~0.10	-	0.10~0.30	0.05~0.20	0.10~0.30	0.07~0.20
BR	i	-	-	-	0.02~0.10	-	-
MI	j	0.03~0.07	0.03~0.15	0.03~0.09	0.03~0.08	0.02~0.06	0.03~0.15
Total:	$\Sigma(a+ \dots +j)$	1.0	1.0	1.0	1.0	1.0	1.0

**Table C. Summary of Payment Currencies**

Table: Alternative A

<b>Name of payment currency</b>	<b>A Amount of currency</b>	<b>B* Rate of exchange (local currency per unit of foreign)</b>	<b>C Local currency equivalent <math>C = A \times B</math></b>	<b>D Percentage of Total Bid Price (TBP) <math>\frac{100 \times C}{TBP}</math></b>
<b>Local currency (BDT)</b>		<b>1.00</b>		<b>w%</b>
<b>Foreign currency #1</b> _____				<b>x%</b>
<b>Foreign currency #2</b> _____				<b>y%</b>
<b>Foreign currency #</b> _____				<b>z%</b>
<b>Total Bid Price</b>				<b>100.00</b>
<b>Provisional sums expressed in local currency</b>	0		0	
<b>TOTAL BID PRICE (including provisional sum)</b>				

\*Instruction to Bidders: The exchange rate between any foreign currency and BDT to be chosen by the Bidder in Column B above shall be any rate published by Bangladesh Bank on its website from the bid publication date to seven (7) days prior to the date of the bid submission deadline.

**Units of Measurement**

The following units of measurement and abbreviations are recommended for use (unless other national units are mandatory in the country of the Employer).

<b>Unit</b>	<b>Abbreviation</b>	<b>Unit</b>	<b>Abbreviation</b>
cubic meter	cum	millimeter	mm
hour	hr	number	No.
kilogram	kg	square meter	sqm
lump sum	sum	Liter	ltr
meter	m		
metric ton (1,000 kg)	t		

## Bill of Quantities

### A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant and equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties (including all kinds of taxes for import of any goods and materials), together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate, or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which no instruction will be required from the Engineer.
8. The method of measurement of completed work for payment shall be as follows:
  - (a) **Pile, Beam and Slab Construction (for each Groin):** (i) After duly Quality Control of the pile construction including 1<sup>st</sup> Beam layer (above LWL), and (ii) After duly Quality Control of the rest portion of the pile, beam and slab works as per design will be incurred in subsequent maximum 03 segments. Measurement will consider integration pile system in each Groin.
  - (b) **Earthwork (Tie Embankment):** After duly Quality Control of the full section of 01 segment (maximum 04 segments). Total length of Embankment in 04 segments of its alignment. The minimum length of each segment shall be 500 m.



- (c) **Bed Protection (Geo Bag):** After duly Quality Control by the Engineer; **Geo Bag:** Every 60,000 nos. dumped; as per the technical specification and Instructions of the Engineer.
- (d) **Protective Work between Groins (CC Block):** After duly Quality Control by the Engineer; **CC Block:** Every 50,000 nos. manufactured; **CC Block:** Every 100,000 nos. laid; as per the technical specification and Instructions of the Engineer.

### **B. Work Items**

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

- Bill No. 1—General Mobilization Items
- Bill No. 2—Pile
- Bill No. 3—Sheet Pile
- Bill No. 4— Bed Protection (Geo-bags)
- Bill No. 5 – Beam and Slab
- Bill No. 6 – Dyke/Protective Works (Earthworks)
- Bill No. 7 – Shank (CC Block)

2. If BDS-ITB 15.1 (a) applies, Bidders shall price the Bill of Quantities in local currency only and shall indicate in the Appendix to Bid the percentage expected for payment in foreign currency or currencies.

## Bill of Quantities

### Bill - 1: General Mobilization Items

Item no.	Item Code (if any)	Description of Item	Measurement Unit	Quantity	Unit Price		Total Price	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=5x6	9=8
<b>A.</b>								
1	01.1 (PWD)	Erection and maintenance of semi-permanent site office and removal of the same after completion of work in accordance with the conditions of contract. In addition to the office required for own use, the contractor shall provide and maintain furnished site office for the use of Engineer-in-charge and his staff. The site office must have tiles floor, adequate foundation, brick walls, false ceiling of gypsum board and all windows are to be glazed, shuttered and provided with steel grill. Outside and inside wall surface are to be painted on plaster acceptable to the Engineer-in-charge. The site office shall be maintained in a secure condition by the contractor until the completion of the contract and shall be provided with electricity, water supply, wash rooms and sewerage facilities. All doors shall be fitted with approved locks and windows shall be provided with curtain/blinds. Before construction the contractor shall submit plans and drawings showing proposed details and location for the site office, including foundations, access roads, shades, layout of electrical and water supply and hard standings there for the approval of Engineer-in-charge. The Engineer-in-charge may require revision of the plans prior to giving approval for construction. The contractor shall also submit detailed proposed furniture, fittings and other items of equipment and plant to the Engineer-in-charge for approval. These items shall be of the standard quality suitable for site. The office, complete with furnishings, fittings, access roads and hard standings shall be ready for occupation by the Engineer-in-charge within 28 days from the date of taking over site by the contractor. The contractor shall provide day and night guards and an attendant for						

		the field office. At the end of the contract all materials, equipment and plant, furniture, fittings recovered from dismantling the office and removing access road will be the property of the contractor. No interim payment shall be certified unless engineer's office with required facilities are constructed and accepted by the Engineer-in-charge.						
	01.1.3	Engineer's site office of minimum 38 sqm plinth area with providing necessary facilities including office furniture, 24000 BTU air cooler, umbrella, crockeries, water purifier, PC with monitor, uninterruptible power supply (UPS), laser jet printer (minimum 20 ppm), LED flood light fittings (Halogen) for sight security etc.	Job	2				
2								
2-i	02.13 (PWD)	Earth filling in foundation trenches and plinth in 150 mm layer with earth available within 90 m of the building site to achieve minimum dry density of 95% with optimum moisture content (Modified proctor test) including carrying watering, leveling, dressing and compacting to a specified percentage each layer up to finished level etc. all complete and accepted by Engineer-in-charge.	Cum	179.27				
2-ii	03.1.1 (PWD)	One layer brick flat soling in foundation or in floor with first class/picked jhama bricks (BDS 208) including preparation of bed and filling the interstices with local sand, leveling etc. complete and accepted by the Engineer-in-charge	Sqm	648				
2-iii	15.2 (PWD)	Minimum 12 mm thick cement sand (F.M. 1.2) plaster with neat cement finishing to plinth wall with cement (1:4) up to 150 mm below ground level including washing of sand, finishing the edges and corners and curing at least for 7 days, cost of water, electricity, scaffolding and other charges etc. all complete in all respect as per drawing and accepted by the Engineer-in-charge. (Cement: CEM-II/B-M) ground floor.	Sqm	648				
2-iv	10.21 (PWD)	Supply and installation of 0.457 mm thick corrugated galvanized iron sheet (Bangladesh made) having min weight 63-65 kg per bundle (2'-6" width, 70 – 72 rft long) fitted and fixed on M.S. sections with 'J' hook or wooden purlin with screws, limpet washers and putty etc. (up to level-4) all complete and accepted by the Engineer-in-charge.	Sqm	1307.86				
2-v	40-680-30	Supplying, sizing and placing in position local hard wood bullah such as Sonaligul, Tetul, Jam etc. including all	m	238.50				

		taxes and incidental charges (bullah measured at 1/3rd. length from thick end excluding the bark) etc. complete as per direction of Engineer in charge..						
		Above 15 cm to 18 cm						
2-vi	40-690-30	Labour charge for driving local hard bullah such as Sonaligul, Tetul, Jam etc. bullah piles on dry land, by monkey hammer etc. complete including charges for all equipments as per direction of Engineer in charge.	m	45				
		Above 15 cm to 18 cm						
2-vii	40-720-10	Supplying, sizing and placing of barrack bamboo pins and stays of diameter $\geq$ 8.0 cm in position etc. complete as per direction of Engineer in charge.	nos.	219				
		Length: $\geq$ 4.5 m to $\leq$ 6.0 m.						
2-viii	40-730-30	Labour charge for driving barrack bamboo pins of diameter $\geq$ 8.0 cm, by hammer or monkey hammer, as per direction of Engineer in charge.	m	34				
		$\geq$ 0.75 m to $<$ 1.50 m, on dry land.						
2-ix	11.4 (PWD)  11.4.1	Supplying matured seasoned wood and making roof truss of any size with wall plates as per design including supplying, fabricating and hoisting, scaffolding, fitting and fixing in position with bolts, nuts, painting two coats of coal tar etc. all complete and accepted by the Engineer-in-charge. (All sizes of wood are finished).	Cum	1.53				
		Garjan / Jam/ Local Sal wood						
2-x	14.4 (PWD)	Supplying, fitting and fixing of aluminium sliding doors as per the U.S. Architectural Aluminium Manufacturer's Association (AAMA) standard specification and BDS 1879:2014 having minimum 1.2 mm thick outer bottom (size 75.50 mm, 17.79 mm, 0.47 kg/m), minimum 1.2 mm thick outer top (size 75.50 mm, 28.50 mm, 0.705 kg/m), minimum 1.2 mm thick shutter top (size 33 mm, 26.80 mm, 0.42 kg/m), minimum 1.2 mm shutter bottom (size 60 mm, 24 mm, 0.589 kg/m), minimum 1.2 mm thick outer side (size 75.50 mm, 19.90 mm, 0.52 kg/m), minimum 1.2 mm thick shutter lock (size 49.20 mm, 25.80 mm, 0.543 kg/m), minimum 1.2 mm thick inter lock (size 34.40 mm, 32.13 mm, 0.562 kg/m) sections all aluminum members will be anodized to aluminium bronze/silver/ss/black colour with a coat not less than 15 micrones in thickness or						

		powder coated to any colour with a coat not less than 25 microns in thickness and density of 4 mg per square cm etc. including all accessories like handle, sliding door key lock, sliding door wheel, sliding door mohiar, sliding door neoprene, bolts and nuts including sealants, keeping provision for fitting 5mm thick glass including labour charge for fitting of accessories, making grooves and mending good damages, carriage, and electricity complete in all respect as per drawing and accepted by the Engineer-in-charge. Size up to: 2100 mm x 2100 mm						
	14.4.1	Anodized to any colour	Sqm	4.41				
2-xi	10.22 (PWD) 10.22.1	0.27 mm thick galvanized iron plain sheet ridding with 300 mm lap on either side fitted and fixed with galvanized bolts and nuts etc. all complete and accepted by the Engineer-in-charge.  Galvanized	m	55				
<b>Sub-total of A:</b>								
<b>B. Name Plate and Km. Post</b>								
1	02.1 PWD 02.1.2	Earth work in excavation in all kinds of soil for foundation trenches including layout, providing center lines, local bench-mark pillars, levelling, ramming and preparing the base, fixing bamboo spikes and marking layout with chalk powder, providing necessary tools and plants, protecting and maintaining the trench dry etc., stacking, cleaning the excavated earth at a safe distance out of the area enclosed by the layout etc. all complete and accepted by the Engineer-in-charge, subject to submit method statement of carrying out excavation work to the Engineer-in-charge for approval. However, engineer's approval shall not relieve the contractor of his responsibilities and obligations under the contract.  Earthwork in excavation in foundation trenches up to 1.5 m depth and maximum 10 m lead	Cum	7.42				
2	07.12 PWD 07.12.4	Centering and shuttering, including strutting, propping etc. (The formwork must be rigid enough both in and out of plane, to make the concrete surface true to the designed shape and size by using	Sqm	34.91				

		necessary MS sheets of minimum 16 BWG, angles of minimum size 40 mm x 40 mm x 5 mm, flat bars etc.) and removal of form for :  Pedestal, column, column capital, lift wall and wall up to ground floor						
3	03.4 PWD 03.4.1	Lean/ blinding concrete (1:3:6) in foundation or in floor with cement, sand (F.M. 1.2) and picked jhama brick chips including breaking of chips, screening, mixing, laying, compacting to required level and curing for at least 7 days including the supply of water, electricity, costs of tools & plants and other charges etc. all complete and accepted by the Engineer-in-charge. (Cement: CEM-II/B-M)  Lean/ blinding concrete in foundation (1:3:6) with cement, brick chips and sand of F.M. 1.2	Cum	3.25				
4	07.1 PWD 07.1.2	Reinforced cement concrete works with minimum cement content relates to mix ratio 1:2:4 having maximum water cement ratio = 0.45 and minimum $f_{cr}$ = 26 MPa, satisfying a specified compressive strength $f_{c'}$ = 19 MPa at 28 days on standard cylinders as per standard practice of Code ACI / BNBC, cement conforming to BDS EN-197-1-CEM-I, 52.5N, best quality sand [50% quantity of best local sand (F.M. 1.2) and 50% quantity of Sylhet sand or coarse sand of equivalent F.M. 2.2] and 20 mm down well graded picked jhama brick chips conforming to ASTM C-33 including conducting necessary tests, breaking chips and screening, making and placing shutter in position maintaining true to plumb, making shutter water-tight properly, placing reinforcement in position; mixing in standard mixer machine with hopper fed by standard measuring boxes, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering after specified time approved; including cost of water, electricity, other charges etc. all complete, approved and accepted by the Engineer-in-charge. (Rate is excluding laboratory test fees, the cost of reinforcement and its fabrication, placing, binding etc. and the cost of shuttering & centering Pedestal, column, column capital, lift wall and wall up to ground floor	Cum	0.820				
5	08.1 PWD	Supplying, fabrication and fixing to detail as per design : ribbed or	Kg	93.62				

	08.1.1	<p>deformed bar reinforcement (excluding laboratory test fees) for Reinforced concrete, produced and marked in accordance with BDS ISO 6935-2:2016 (or standard subsequently released from BSTI) including straightening and cleaning rust, if any, bending and binding in position with supply of G.I. wires, conducting necessary laboratory tests etc. (excluding splices or laps) complete in all respect and accepted by the Engineer-in-charge (Measurement shall be recorded only on standard mass per unit length of bars, while dia of bars exceeds its standard)</p> <p>Grade 300 (B300DWR: complying BDS ISO 6935-2:2016 / ASTM A615) ribbed or deformed bar produced and marked according to Bangladesh standard, with minimum yield strength, <math>f_y</math> (ReH)= 300 MPa but <math>f_y</math> not exceeding 350 MPa and whatever is the actual yield strength within allowable limit as per BNBC/ ACI 318, the ratio of ultimate tensile strength <math>f_u</math> to yield strength <math>f_y</math>, shall be at least 1.25 and minimum elongation after fracture and minimum total elongation at maximum</p>						
6	16.1.1 PWD	<p>Exterior standard acrylic emulsion paint of approved best quality and color having water resisting properties and resistance properties against fungi, fading &amp; flaking delivered from authorized local agent of the manufacturer in a sealed container; applying to exterior surface with surface preparation including cleaning, drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary exterior sealer of specified brand on prepared surface; then applying necessary exterior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of exterior emulsion paint spreading by brush/roller/spray &amp; necessary scaffolding etc. up to desired finishing, elapsing specified time for drying or recoating; all complete in all floors and accepted by the Engineer-in-charge</p>	Sqm	20.19				
7	31.2 (PWD)	<p>Sub-soil investigation by 100 mm dia wash boring and/or by CPT, DCP etc. including collecting disturbed and undisturbed soil samples in numbers as</p>						

		required for classification of soil, conducting SPT, stratification of layers, analysing physical parameters of soils like atterberg limit, specific gravity, grain size distribution (by Wet Sieve, Hydrometer if required), ground water table location, direct shear test, unconfined compression test, unit weight (dry/wet), natural moisture content, c- values and other strength parameters to ascertain bearing capacity, skin friction, end bearing etc at every 1.5m interval as per respective national/international standards and entering all these data/information in necessary tables & graphs and finally furnishing them in the form of standard sub-soil investigation report duly signed by competent engineer & exploratory office.						
7-i	31.2.1	Bore Hole depth from 0 to 20 m	Per bore hole	18				
7-ii	31.2.2	Additional Charge for Bore Hole depth above 20.0 to 30.0 m	m	180				
7-iii	31.2.3	Additional Charge for Bore Hole depth above 30.0 to 40.0 m	m	180				
<b>Sub-total of B for Name Plate and Km. Post:</b>								
<b>C. Miscellaneous Item</b>								
1.	01.1.4.1 PWD	Providing necessary facilities in construction site for maintaining site safety of 30 nos construction worker including safety helmet, safety belt, apron, gumboot, goggles etc.	set	12				
2.	01.1.4.2 PWD	Providing necessary facilities in construction site for maintaining site safety of 10 nos construction inspection team member including safety helmet, safety goggles, safety shoe etc.	set	5				
3.	01.1.4.3 PWD	Supplying and providing of first aid box with necessary materials/medicine (hygienic gown, thermometer, adhesive dressings, antiseptic solutions, bandages, cotton balls or swaps, emergency blanket, gloves, hand sanitizer, ice pack, saline etc.) all complete as per direction of Engineer-in- charge.	Each	5				
4.	01.1.6 PWD	Providing and maintenance one project profile signboards to be placed at a suitable place of the site including submission of proposals for the materials of the signboards and text layout containing 3D picture, safety instructions, project information with security light etc. to the Engineer-	Sqm	52.50				



		in-charge for approval which will be positioned as directed by the Engineer-in-charge and removing the same on completion of the works or as instructed by the Engineer- in-charge.						
5.	01.2.1 PWD	Providing 3 sets as-built drawings subject to Engineer's approval produced in AutoCAD software in 584.5 mm x 413.5 mm (A-2 size) standard drawing paper, and operating and maintenance manual of the equipment and plant incorporated in the works, if any, in original by the date stated in the particular conditions of contract (PCC). If the contractor does not supply the as-built drawings and operating & maintenance manuals by the date stated in the particular conditions of contract (PCC), or they do not receive the Engineer- in-charge's approval, the Engineer-in-charge shall withhold the amount stated in the PCC from the payments due to the contractor. The as-built drawings must show the permanent works as actually constructed and reflect the revision of drawings supplied to the contractor during the Contract as well as revisions of drawings supplied to the contractor during the contract. (One set of as-built drawings shall be considered for measurement and payment)	Per Tender	1				
6.	01.4.1 PWD	Preparation & submission of work programme / schedule to the Engineer-in-charge for approval prior ground breaking showing the events (works) and successive sub-events of works including all the management & control parameters like Earliest Start Time (EST), Earliest Finish Time (EFT), float events on critical path, etc. with description of general method of works, in orderly manner all in the form of network diagram prepared in computer software like MS project/ Primavera and presenting in displayable hard and soft copy minimum 3 (three) sets.	Per Tender	1				
7.	01.5 PWD	Providing all necessary logistic support to frame 'monthly progress meeting' between contractor/contractor's representatives and employer / employer's representatives at the Engineer-in-charge's office at site. Month wise documentation shall be the basis of payments on this item.	Per Month	12				
8.	01.7 PWD	Mobilization and cleaning site before commencing actual physical work and during contract period and	Sqm	10562.50				

		demobilization after completion of the works under contract to be accepted by the Engineer-in-charge. This work shall also cover cleaning and clearing, cutting or filling, dressing the project area on and in the ground to an extent that all the events of works of the project can be executed smoothly in a working environment with a particular attention on safety and security in all respects, and to stockpile the end outcome to a place for disposal agreed by the Engineer-in-charge, where, payments are to be based on ground area determined by the Engineer-in-charge and be proportionate to the percentage progress of work under contract as a whole in all respects and approved by the Engineer-in-charge.						
9.	1.08 LGED	Bench Mark Pillar: Manufacturing, supplying & fixing in position RCC (1:2:4) Bench Mark Pillars of size 150mm x 150mm x 750mm, with 400mm x 400mm x 100mm base having 3 nos. 10mm dia MS bar each way at base, 4 nos. 10mm dia vertical bar and 8 nos. 6mm dia tie, including cost of form works, concreting, reinforcement, plastering at top, inscribing on exposed surface, finishing surface, curing, earth cutting, embedding 450mm below GL., backfilling, ramming etc. complete as per direction of E-I-C.	Nos	5				
<b>Sub-total of C for Miscellaneous Item:</b>								
<b>D. EMP (Works) Budget in Civil Works at Kalihati</b>								
1.	Analyzed Rate	Camp Construction and Management (i.e. Erection and maintenance of semi permanent site office and removal of the same after completion of work in accordance with the conditions of contract. In addition to the office required for foreign officials/mission/own use, the contractor shall provide and maintain furnished site office must have tiles floor, adequate foundation, brick walls, false ceiling of gypsum board and all windows are to be glazed, shuttered and provided with steel grill. Outside and inside wall surface are to be painted on plaster acceptable to the Engineer-in-charge. The site office shall be maintained in a secure condition by the contractor until the completion of the contract and shall be provided with electricity, water supply, wash rooms and sewerage facilities.	Nos	1				

		All doors shall be fitted with approved locks and windows shall be provided with screen/blinds. Before construction the contractor shall submit plans and drawings showing proposed details and location for the site office, including foundations, access roads, shades, layout of electrical and water supply and hard standings there for the approval of Engineer-in-charge. The contractor shall also submit detailed proposed furniture, fittings and other items of equipment and plant to the Engineer-in-charge for approval. These items shall be of the standard quality suitable for site. The contractor shall provide day and night guards and an attendant for the field office. At the end of the contract all materials, equipment and plant, furniture, fittings recovered from dismantling the office and removing access road will be the property of the contractor. No interim payment shall be certified unless engineer's office with required facilities are constructed and accepted by the Engineer-in-charge). (Site office= 50 sqm, Washroom (two nos) (size 2.5m X 1.80m), Furniture, Air-Cooler 18000 BTU /HR=2 nos,Multimedia Projector (Japan Origin), PC, Monitor, Laserjet Printer, photocopier etc facilities).						
2.	Analyzed Rate	Preparation and Submission of CESMP (i.e Employ one Environmental professional to brief the workers about safety protocol and overall ES management on a periodical basis and also organize training for the workers on a periodical basis on various aspects of ES requirements and undertake awareness building programs for the workers to minimize sexual exploitation & abuse ( SEA) and sexual harassment (SH) and Minimization of the sexually transmitted disease (STDs) and communicable diseases and also prepare and submission report to the authority as per direction of Engineer in charge).  Environmental Professional with 03 years working experience (S/he will brief the workers about safety protocol and and overall ES management on a periodical basis. S/he will also organize training for the workers on a periodical basis on various aspects of ES requirements and undertake	Nos	1				

		awareness building programs for the workers to minimize sexual exploitation & abuse (SEA) and sexual harassment (SH) and Minimization of the sexually transmitted disease (STDs) and communicable diseases and also prepare and submission report to the authority as per direction of Engineer in charge. 02 Professionals @ 01 Site for entire project period (02 years). Each professional will work 20 days for the entire period. So, 2 professionals = 2 x 20=40 person-day.						
3.	Analyzed Rate	Dust Management by Water Spraying (i.e all reasonable measures for operating machines to minimize dust arising from any sites (work site, labor camp site, stone and cement and other materials storage yard, earth work handling, brick crushing site etc.) as per the direction of Engineer in charge.	Vehicle Days	48				
4.	Analyzed Rate	Environmental Quality Monitoring (i.e Inspection and monitoring Environmental Quality of the site on a periodical basis and will also organize training for the workers on a periodical basis on various aspects of environment and also prepare and submission report to the authority as per direction of Engineer in charge). Environmental Professional with 03 years working experience (Graduate in fisheries/Zoology/Env. Engg/Aquaculture). (02 Professionals @ 01 Site for entire project period (02 years). Each professional will work 20 days for the entire period. So, 2 professionals = 2 x 20=40 person-day.)	Nos	1				
5.	Analyzed Rate	Personal Protective Equipment (Safety Shoes, Helmet, Refracting Jackets, Welding Shields, Gloves (Welding & Heavy Lifting) etc.) [(Safety Shoe : Upper: A grade cow nubuck, Eyelet : Anti-rust brass eyelet, Lace: Round speed shoe lace, Tongue : Anti-sand gusset tongue, Outsole: Anti sand TPU gum outsole, Midsole: Shock absorption soft PU middle sole, Insole : Memory form+ PU insole, Lining: Mesh= 40 pairs), (Helmet: Safety Helmet Hard Hat, ANSI Z89.1 Approved Light Weight Vented Work Helmet, 6-point Adjustable Rat Chet suspension Hard Hat Ideal for industrial and construction= 40 nos), (Refracting Jackets: High-visibility clothing or hi-viz, double band and brace safety reflective stripes for low light condition, 100% polyester knitted	Item	1				



## Bill - 2: Pile

Item no.	Item Code (if any)	Description of Item	Measurement Unit	Quantity	Unit Price		Total Price	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=5x6	9=8
<b>Construction of Pile (45-60m, 3 Rows, 540 Nos.)</b>								
1	<i>Analysis Rate</i>	Supplying and installation of best quality M.S. pipe of 8mm wall thickness of different diameter (Inner) to work site for bored cast in situ pile as permanent casing including loading, unloading, carrying and all sorts of handling, taxes, incidental charges, fitting and fixing the same in position by making all arrangements etc. complete, as per design, specification and direction of Engineer in charge.  M.S. pipe as permanent casing in bored pile : 750mm dia, 8 mm thickness	<i>m</i>	6413.430				
2	<i>PWD 09.2</i> <i>09.2.2</i>	Auger Boring/Rotary drilling for cast in situ pile up to the required depth and diameter with minimum 6 m long temporary steel casing, true to vertical, providing bentonite slurry and maintaining water level in the hole, washing the hole for at least 30 minutes, cleaning the bore-hole and making the bore-hole ready for placing steel cage and concreting including hire charge of rig set, tremie pipe, cost of fuel, lubricant, mobilization, demobilization, maintenance, spares, stand-bys, insurance coverage, bentonite, water, electricity and other charges etc. complete approved and accepted by the Engineer-in-charge. Before commencing boring operation, contractor shall submit the method statement of cast-in-situ pile work including sequence of boring and casting, disposal of spoils to the Engineer-in-charge for approval. However, Engineer's approval shall not relieve the contractor of his responsibilities and obligations under contract.  750 mm dia	<i>m</i>	22068.510				
3	<i>PWD 9.4</i>	Cast in situ pile with reinforced cement concrete works of high slump by adding high range water reducing admixture (ASTM C494 Type A or F) with minimum cement content relates to mix	<i>Cum</i>	12340.390				

		ratio 1 : 1.5 : 3 having minimum $f_{cr} = 26$ Mpa, and satisfying a specified compressive strength $f'_c = 21$ Mpa at 28 days on standard cylinders as per standard practice of Code ACI/BNBC/ASTM & cement conforming to BDS EN-197-1- CEM - 1,52.5 N / ASTM-C 150 Type – I, best quality coarse sand [Sylhet sand or coarse sand of equivalent F.M.2.2], 20 mm down well graded crushed stone chips conforming to ASTM C-33, including breaking chips, screening through proper sieves, making, placing re-bar cage in position, placing and removing tri-pod as per requirement, pouring the concrete in bore-hole with the help of a tremie pipe, maintaining the tremie pipe immersed in concrete by at least 1 meter throughout the period of concreting, maintaining required slump, etc. mixing the aggregates with standard mixer machine with hopper, casting in forms, all complete including water, electricity, testing of materials and concrete etc and other charges as per design, drawing etc all complete approved and accepted by the Engineer-in-charge. (Rate is excluding the cost of reinforcement and its fabrication, binding, welding, placing and admixture (approx doses 150 to 250 ml per bag of cement which is to be fixed upon consultation with design office)						
4	PWD 07.19.4	Supply and use of water-reducing and retarding chemical admixture in concrete, complying ASTM C-494 Type - D of approved brand/ origin/ manufacturer and supplied by only manufacturer's authorised dealer with certificate of origin. The admixture to reduce the quantity of mixing water required to produce concrete of given consistency, i.e. low water-cement (w/c) ratio and intend to retard setting time of concrete, specially for layered, thick laid concrete etc.	Liter	24380.750				
5	PWD 09.5	Providing and making point welding at contact point of the spiral binders at reasonable intervals with the main reinforcements by electric arc welding for construction of cast in situ bored pile carefully with highly oxidized electrodes, making the points prominent and accepted by the Engineer-in-charge. (Rate is inclusive of all materials labour, tools and plants, electricity and all equipment).	point	3087855				
6	PWD	Providing and making welded splice	meter	11664.000				

	09.6	over two sides of contact by welding of minimum 300 mm length at the lap of main reinforcement in rebar cage to be placed in bore-hole where necessary by electric arc welding with highly oxidized electrodes making the joint prominent all complete and accepted by the Engineer-in-charge. (Rate is inclusive of all materials labour, tools and plants, electricity and all equipment).	<i>of weld</i>					
7	PWD 08.3 08.3.2	Supplying and fixing of upset forging parallel thread rebar Couplers (excluding laboratory test fees) conforming to ACI-318 on “Building Code Requirements for Structural Concrete” and ISO: 15835 on “Steels for the reinforcement of concrete — Reinforcement couplers for mechanical splices of bars” to ribbed or deformed bars of Grade 400 (B400DWR / B420DWR : complying BDS ISO 6935-2:2016), in splicing main rebars of structural members satisfying the condition that splice shall develop at least 1.25 times greater of yield strength (fy) than that of the connecting rebars in tension and compression including threading, enlargement at connection by forging, protecting the prepared reinforcement bars and related operations as required to complete the works per direction of Engineer-in-Charge. Minimum 0.5% of the total coupled rebars are to be tested for quality assurance.  Thread Coupler for 25 mm diameter Bar	<i>each</i>	38880.000				
8	PWD 09.3	Removing of spoils / mud accumulated during boring for cast in situ pile by wash boring from working site to a safe distance by contractor’s own arrangement i.e. with container set in truck or on cart including loading, unloading everything complete as per standard practice and accepted by the Engineer-in-charge. (Quantity should be given three times of solid volume of boring)	<i>Cum</i>	29262.840				
9	PWD 09.8	Conducting static load test as per ASTM D1143 or equivalent standard for the cast-in-situ/pre-cast pile providing required scaffolding, bracing, jacks, pressure test gauge, loading unloading, Kentledge and other plants and equipment including staging, mobilization, demobilization, hire charge, gunny bags, sand and filling						



		sacs/gunny bags for loading, record readings and preparation of results in standard forms and other incidental charges as per standard practice and procedures including submission of load test report, furnishing all graph and chart etc. complete in all respect approved and accepted by the Engineer-in-charge (Minimum two cyclic loading; one at service load and another cycle at double the service load then to continue loading till failure of the pile). Before commencing load test, contractor shall submit method statement for conducting load test to the Engineer-in-charge for approval. However, Engineer's approval shall not relieve the Contractor of his responsibilities and obligations under Contract. Load test and report shall be conducted under the supervision of a professional Geotechnical Engineer registered in BPERB or Geotechnical firm registered in PWD. Boring and pouring logs / driving logs of piles and method statement shall be the part of load test report.						
	09.8.1	Mobilization & de-mobilization of testing equipment	p/set p/site	6				
	09.8.2	Calibration of pressure gauge	p/set p/site	6				
	09.8.6 09.8.6.1	For 200 tonne load For first test at one site for one testing set	p/test	6				
10	PWD 08.1 08.1.2	Supplying, fabrication and fixing to detail as per design : ribbed or deformed bar reinforcement (excluding laboratory test fees) for Reinforced concrete, produced and marked in accordance with BDS ISO 6935-2:2016 (or standard subsequently released from BSTI) including straightening and cleaning rust, if any, bending and binding in position with supply of G.I. wires, conducting necessary laboratory tests etc. (excluding splices or laps) complete in all respect and accepted by the Engineer-in-charge (Measurement shall be recorded only on standard mass per unit length of bars, while dia of bars exceeds its standard)  Grade 400 (B400DWR / B420DWR: complying BDS ISO 6935-2:2016 / ASTM A615) ribbed or deformed bar produced and marked according to Bangladesh standard, with minimum yield strength, fy (ReH)= 400 MPa but fy not exceeding 480 MPa and whatever is the actual yield strength within	Kg	2372675.43				

		allowable limit as per BNBC/ ACI 318, the ratio of ultimate tensile strength $f_u$ to yield strength $f_y$ , shall be at least 1.25 and minimum elongation after fracture and minimum total elongation at maximum force is 17% and 8% respectively : up to ground floor.						
11	70-076 E/R	Hire charge of Flat Top Barge/Pontoon (minim 30mx11m,with Fuel & Lubricant)	day	2160				
12	70-035 E/R	Hire charge of Tug boat/Work Boat 1200 Hp	day	720				
13	04-720-00	Hiring of Speed boat/Engine boat (With roof Cover, Life Jacket) in a tip top condition during travelling to different field offices or to different construction sites or any other official use, meeting, discussion or any other matters including driver (minimum 5 years of driving experience having valid driving license) and necessary maintenance of vehicle etc. complete as per direction of Engineer in charge.						
	04-720-40	Speed Boat	hr	5760				
	04-720-50	Engine Boat	hr	10800				
14	04-750-00	Cost of Fuel, Lubricant etc. for Speed Boat/Engine Boat with roof cover, life jacket for travelling to different field offices or to different construction sites or any other official use etc. complete as per direction of Engineer in charge.						
	04-750-10	Speed Boat	hr	2160				
	04-750-20	Engine Boat	hr	6750				
15	20-245 E/R	Supply of Diesel/ Fuel for tug boat	Ltr	172800				
16	20-310 E/R	Supply of Lubricant (Higher Grade of viscosity), Best Quality	Ltr	2160				
17	PWD 9.23	PIT (Pile integrity test) : Conducting low strain dynamic testing of pile as per ASTM D5882-The standard method for low-strain integrity testing of pile by a qualified and approved PIT expert, preparing pile heads and providing all relevant materials, equipment, experts, labour, mobilization, demobilization, data acquisition and analysis, preparation of results in standard forms and compiling final report with recommendations on the tests etc. complete in all respect approved and accepted by the Engineer-in-charge. (Report shall contain driving log / boring and pouring logs, graphs & statement on "Calibration Pile" (pile that tested for its capacity and PIT done eralier on it, at a place of known soil profiles), soil investigation report. (Caliberation pile shall be made and tested first). Method statement for conducting PIT shall be submitted to the Engineer for approval,						

		and shall be the part of PIT report, However, Engineer's approval shall not relieve the contractor of his responsibilities and obligations under contract						
	9.23.1	Mobilization and demobilization to site and PIT on 12 (twelve) piles or less	per pile	12				
	9.23.2	For PIT test of each additional pile after 12 (Twelve) pile tested at same site	per pile	528				
<b>Sub-total of Construction of Pile</b>								

### Bill-3 Sheet Pile

no.	Item Code (if any)	Description of Item	Measurement Unit	Quantity	Unit Price		Total Price	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=5x6	9=8
<b>Sheet Pile</b>								
1	44-240-00 44-240-10	Supplying at site U-shape hot rolled steel sheet pile of different section of Phosphorus =0.04% (Maximum), Sulphur = 0.04% (Maximum), Tensile strength=> 490 N/mm <sup>2</sup> , Yield strength =>296 N/mm <sup>2</sup> , Elongation =15% (Minimum) including all taxes, freights, incidental charges etc. complete as per direction of the Engineer -incharge.  U-shape, hot- rolled steel sheet pile width= 400mm to 600mm: height=> 100mm, Thickness>=10.5mm. (±0.50mm)	m.ton	216				
2	76-185-00	Cleaning corrosion, rust and old paint from the surface of steel with sand blasting with coarse sand (FM>=3) etc. Complete including the cost of all materials as per direction of Engineer in charge.	Sqm	5400				
3	72-180-00	Provide 1 (one) coat of Zinc phosphate as primary coat and 2 (two) coat of coaltar epoxy coat over primary coat to steel surface with paint of approved colour etc. complete including the cost of all materials as per direction of Engineer in charge.	Sqm	5400				
4	44-300-00	Lifting steel sheet piles (beyond 9.0m up to 12.0m depth) of any section and	Sqm	1800				

		weights from any type of soil by mechanical device including supply of all equipments etc., handling and placing in stacks etc. all complete as per direction of Engineer in charge (measurement will be taken on projected width x height).						
5	PWD 10.1	Supply and fixing of galvanized anchor bolts of variable dia for rigid frame conforming to ASTM F1554 Grade 55, Galvanized to A153, Class C or equivalent with minimum yield strength of 380 MPa, manual of steel construction by American Institute of Steel Construction (AISC) etc. including the cost of washer & bolts, material testing etc. all complete as per drawing, specification and direction of the Engineer-in-charge.	Kg	5805				
6	44-310-00	Supplying and placing 20mm thick hessian cloth impregnated with bitumen in expansion joints or on top of sheet piles as per specification and direction of Engineer in charge.	Sqm	494.40				
7	44-320-20	Cutting of steel sheet piles to design length and shape as per requirement in design and drawing and as per direction of Engineer in charge.  Above 10mm thick	m	300				
<b>Sub-total of Sheet Pile:</b>								

### Bill - 4: Bed Protection (Geo Bag)

Item no.	Item Code (if any)	Description of Item	Measurement Unit	Quantity	Unit Price		Total Price	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=5x6	9=8
<b>to be filled in by the PE</b>								
<b>Bed Protection (Geo Bag)</b>								
1	40-320-10	Supplying of geo-textile bags (empty) of different sizes and capacity at project/work site, making the bag with standard Geo-Textile fabric (100% Polypropylene Fabric, mass $\geq$ 400gm/m <sup>2</sup> , unit weight : 855 Kg/m <sup>3</sup> to 946 Kg/m <sup>3</sup> , EOS $\leq$ 0.075 mm) and sewing in accordance with the detailed drawing and Technical Specifications included in the Tender Document and	no	245868				

		Schedule of Rates of BWDB, protecting the geo-textile bags from UV ray or any other damages including cost of all materials, labours, incidental charges etc. complete as per direction of Engineer in charge.  Geo-bag; inner size:1200mmx950mm, outer size:1250mmx1000mm, geo-fabric th.=>3.0mm, Fill Vol: 0.1664cum; wt: 250kg.						
2	40-330-10	Filling and dumping of geo-textile bags of different sizes and capacity at project/work site, protecting from UV ray or any other damages, filling with sand (dry and minimum 80% sand must be retained on sieve no 100), sewing along one transverse (top) side after filling, staking in measurable/countable stakes, marking with synthetic enamel paint during counting, dumping from properly positioned and anchored flat top barge/pontoon over an area as per drawing, maintaining & recording the dumping position of the barge/pontoon using total station including loading, unloading, sequential piling of geo-bags on the dumping edge of barge/pontoon, cost of all materials & equipments and its mobilization, labour, incidental charges, etc. complete as per technical specification, approved design and direction of Engineer in charge. [fill volume and weight will be measured after filling with dry sand]  Geo-bag; inner size:1200mmx950mm, outer size:1250mmx1000mm, geo-fabric th.=>3.0mm, Fill Vol: 0.1664cum; wt: 250kg.	no	245868				
<b>Sub-total of Bed Protection (Geo Bag):</b>								

### Bill - 5: Beam and Slab

Item no.	Item Code (if any)	Description of Item	Measurement Unit	Quantity	Unit Price		Total Price	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=5x6	9=8
<b>Beam and Slab</b>								
1	PWD 07.3	Reinforced cement concrete works with minimum cement content relates to mix ratio 1:1.5:3 having maximum water	Cum	6345.530				

	07.3.3	<p>cement ratio = 0.40 and minimum <math>f'_{cr}</math> = 33.5 MPa, satisfying a specified compressive strength <math>f'_c</math> = 25 MPa at 28 days on standard cylinders as per standard practice of Code ACI/BNBC/ASTM, Cement conforming to BDS EN-197-1-CEM-I, 52.5N (52.5 MPa) / ASTM-C 150 Type – I, best quality Sylhet sand or coarse sand of equivalent F.M. 2.2 and 20 mm down well graded stone chips conforming to ASTM C-33 (Aggregate grading as per table shown in technical specification), conducting necessary tests, making and placing shutter in position and maintaining true to plumb, making shutter water-tight properly, placing reinforcement in position; mixing with standard mixer machine with hopper, fed by standard measuring boxes, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering after specified time approved; including cost of water, electricity, other charges etc. all complete, approved and accepted by the Engineer-in-charge. (Rate is excluding laboratory test fees, the cost of reinforcement and its fabrication, placing, binding etc. and the cost of shuttering &amp; centering)</p> <p>Floor/ roof slab, T-beam, L-beam and rectangular beam, tie beam, lintel, stair case slab and steps etc. up to ground floor</p>						
2	PWD 07.19.4	Supply and use of water-reducing and retarding chemical admixture in concrete, complying ASTM C-494 Type - D of approved brand/ origin/ manufacturer and supplied by only manufacturer's authorised dealer with certificate of origin. The admixture to reduce the quantity of mixing water required to produce concrete of given consistency, i.e. low water-cement (w/c) ratio and intend to retard setting time of concrete, specially for layered, thick laid concrete etc.	Liter	12540.250				
3	76-170-00	<p>M.S. Work in plates, angles, channels, flat bars, Tees etc. including fabricating, machining, cutting, bending, welding, forging, drilling, revetting, embedding anchor bars, staging and fitting, fixing, local handling etc. complete with energy consumption and supply of labours including the cost of materials as per design, specification and direction of Engineer in charge.</p> <p>(Measurement of "I-Beam", Total height of beam = 300mm, Total width of beam</p>	kg	65563.200				

		= 150mm, thickness of web = 10mm & thickness of flange = 10mm)  Unit weight = 45.530 kg/m						
4	PWD 07.12	FORM WORK (Steel) Centering and shuttering, including strutting, propping etc. (The formwork must be rigid enough both in and out of plane, to make the concrete surface true to the designed shape and size by using necessary MS sheets of minimum 16 BWG, angles of minimum size 40 mm x 40 mm x 5 mm, flat bars etc.) and removal of form for:						
	07.12.7	Floor and roof slab up to ground floor	Sqm	9916.210				
	07.12.6	T-beam, L-beam and rectangular beam etc. up to ground floor	Sqm	17121.370				
	07.12.4	Pedestal, column, column capital, lift wall and wall up to ground floor	Sqm	4202.290				
5	PWD 08.1 08.1.2	Supplying, fabrication and fixing to detail as per design : ribbed or deformed bar reinforcement (excluding laboratory test fees) for Reinforced concrete, produced and marked in accordance with BDS ISO 6935-2:2016 (or standard subsequently released from BSTI) including straightening and cleaning rust, if any, bending and binding in position with supply of G.I. wires, conducting necessary laboratory tests etc. (excluding splices or laps) complete in all respect and accepted by the Engineer-in-charge (Measurement shall be recorded only on standard mass per unit length of bars, while dia of bars exceeds its standard)  Grade 400 (B400DWR / B420DWR: complying BDS ISO 6935-2:2016 / ASTM A615) ribbed or deformed bar produced and marked according to Bangladesh standard, with minimum yield strength, $f_y$ (ReH)= 400 MPa but $f_y$ not exceeding 480 MPa and whatever is the actual yield strength within allowable limit as per BNBC/ ACI 318, the ratio of ultimate tensile strength $f_u$ to yield strength $f_y$ , shall be at least 1.25 and minimum elongation after fracture and minimum total elongation at maximum force is 17% and 8% respectively : up to ground floor.	Kg	1085599.86				
6	76-630-10	Supply and fitting and fixing 23cm wide P.V.C water stops having minimum strength of 13.80 N/mm <sup>2</sup> at 225%	m	192.000				

		elongation and of approved quality in contraction and expansion joints with necessary arrangements for modification in shuttering and keeping the water stop in position etc. complete as per design, specification and direction of Engineer in charge.  3 bulb type						
7	70-070	Hire charge of Crane, 10 Ton capacity.	day	2520				
<b>Sub-total of Beam and Slab:</b>								

### Bill - 6: Dyke/Protective Work (Earthwork)

Item no.	Item Code (if any)	Description of Item	Measurement Unit	Quantity	Unit Price		Total Price	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=5x6	9=8
<b>Dyke/Protective Work (Earthwork)</b>								
1	40-920-00	Earth work in cutting and filling of eroded bank of river, channel etc. to design slope, including levelling, dressing and compacting the earth in 150mm layers and preparation of the base for bank protection work and use the excess material for filling the ditches on the bank within 50 m or specified in the drawing, if no ditches to be filled then excess material shall be disposed of at least 100 m from the bank line on C/S etc. complete as per direction of Engineer in charge.	Cum	67467.250				
2	16-220-00	Earth work by carried earth (by truck/boat or any other means) supplied at contractor's own cost (including royalty) in constructing/ resectioning of the embankment/ canal bank/ road etc. compacted to 85%/90% maximum dry density at optimum moisture content with reference to laboratory density test AASHTO modified hammer, with clayey soil (minimum 30% clay, 0-40% silt and 0-30% sand) beyond initial lead of 300m including throwing the spoils to profiles in layer not exceeding 230mm in thickness with clod breaking to maximum size of 100mm, benching the side slopes, removing roots and stumps of trees of girth upto 200mm, stripping/ ploughing the base of embankment and						



		borrow pit area, dug bailing, clearing jungles, bail out of water, rough dressing including 150mm cambering at the centre of crest with all leads and lifts complete (compaction will be done by the contractor with approved equipment including all ancillary charges for compaction and testing) as per direction of Engineer in charge.						
	16-220-10	300m to 1.00 km.(85% compaction)	Cum	51412.000				
	16-220-20	1.00 km.to 5.00 km. 85% compaction,(Extra rate)	Cum	51412.00				
3	48-100-00	Fine dressing and close turfing of the slopes and the crest of embankment with 75mm thick, good quality durba or charkanta sods of size 200mm x 200mm, with all leads and lifts, including ramming, watering until the turf grows properly, maintaining etc. complete (measurement will be given on well grown grass only). as per direction of Engineer in charge.	Sqm	14511.250				
4	16-310-10	Providing clay blanket/clay core by carried earth supplied at contractor's own cost (including royalty) in different thickness over embankment crest and side slopes/embankment core/bed and slope of irrigation canal/crest and side slopes of irrigation canal dykes etc. with selected clay (clay content minimum 80% and silt content maximum 20%) including throwing clay in layers not exceeding 150mm in thickness, clod breaking, benching the side slopes, and compacting to 85% maximum dry density at optimum moisture content with suitable equipment, dressing etc. complete (clay blanket should be extended upto 0.5m below the berm on the outside of embankment/ irrigation canal dyke etc.) as per design, specification and direction of Engineer in charge.  0.00m to 3000m.	Cum	1932.940				
5	40-440-20	Supplying, filling and placing of geo textile bags of different sizes and capacity at project/work site, making with standard geo-textile fabric (Polyester fabric, Thickness $\geq$ 3.0 mm, mass $\geq$ 400gm/m <sup>2</sup> ) and sewing in accordance with the drawing and Technical Specifications of BWDB and Schedule of Rates of BWDB, filling with locally available sand free from silt and clay, sewing along one transverse (top) side after filling, staking in measurable/countable stakes, marking by synthetic enamel paint during counting, placing in position as per	no	39511				

		<p>approved drawing including levelling, dressing and preparation of base, cost of all materials &amp; equipments and its mobilization, labour, incidental charges etc. complete as per technical specification, approved design and direction of Engineer in charge.[fill volume and weight will be measured after filling with dry sand]</p> <p>Geo-bag; inner size:1075mmx850mm, outer size:1125mm x 900mm geo fabric th.=&gt;3.0mm, Fill Vol: 0.1164cum; wt: 175kg</p>						
6	40-570-20	<p>Labour charge for salvaging of Geo Bags of different sizes including carriage within the site of any protective work with all leads and lifts and stacking in measurable stacks as per direction of Engineer in charge.</p> <p>Salvaging of 175 kg geo-bag</p>	no	39511				
7	10-130-10	<p>River Morphological Data Collection/Bathymetric and river bank topography Survey for small river Section (Section width 151 m to 250 m), Including cost of all necessary equipments (Level Machine, Echo Sounder, Hand GPS, DGPS, Bathymetric Survey Software with Survey Laptop, survey vessel etc.), Necessary Personnel (River Morphology Expert for data consistency checking, Engineer/Survey Specialist for data processing with survey software and prepare necessary Table, Graph and Morphological Parameter Calculations, Surveyor &amp; Unskilled Labour for field data collection), Accommodation, transportation from Headquarter to site and site movement and shaded boat for bathymetric survey for field Survey Team including necessary fuels and Lubricant, Other necessary auxiliary items such as survey flags, pegs with provision for submission of report in hard binded copies (at least 6 copies required), soft copies and raw survey data with provision of 10% random resurvey for data consistency checking as per direction of Engineer in charge.</p> <p>Section Interval: upto 20 m</p>	each	410				
<b>Sub-total of Dyke/Protective Work (Earthwork):</b>								

### Bill - 7: Shank (CC Block)

Item no.	Item Code (if any)	Description of Item	Measurement Unit	Quantity	Unit Price		Total Price	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=5x6	9=8
<b>Shank (CC Block)</b>								
1	40-550-30	Supplying and laying sand as filter layers as per specific size ranges and gradation including preparation of surface, compacting in layer etc. complete with supply of all materials and as per direction of Engineer in charge.  FM : 1.0 to 1.5	Cum	5505.500				
2	40-500-40	Supplying and placing non-woven needle punched type geotextile fabric (97% Polypropylene Fabric with 3% additives, unit weight : 855 Kg/m3 to 946 Kg/m3, EOS<=0.075 mm, Test of service life according to ISO 13438:2018, Test of exposure time according to EN 12224 :2000) as filter materials of elongation at maximum force machine direction (MD) >=60% and <= 100 % , elongation at maximum force (CMD) => 40% and <= 100% ,horizontal and vertical permeability (under 2 kn/m <sup>2</sup> pressure)=>2x10E-3 m/sec. for effective erosion protection in hydraulic structures/river training works including local handling, placing in position, providing machine seamed joints (with 100% polypropylene or nylon thread) or 35cm lap in dry condition or minimum 100cm lap under water including protecting the geotextile material from UV ray and from any other damages including supply of all materials, labours, equipment's etc. complete as per direction of Engineer in charge.  Mass =>400 gm/m <sup>2</sup> , thickness(Under 2 kpa pressure) =>3.00 mm, EoS<=0.08mm, strip tensile strength =>23 kn/m, grab strength =>1500 N, CBR puncture resistance =>3800 N	Sqm	57492.50				
3	40-520-00	Supplying and laying dry 1st class or pick jhama chips as filter in two layers (top and bottom) as per specific size, range and gradation, including breaking chips, grading, preparation of surface, compacting each layer etc. complete with supply of all materials and as per direction of Engineer in charge:						

3(A)	40-520-20	Well graded between 40mm to 20mm size.	Cum	2752.750				
3(B)	40-520-30	Well graded between 20mm to 5mm size. (Combination of sub-item 10 & 30 or 20 & 30 shall be used)	Cum	2752.750				
4	40-360-10	<p>[Dumping with Barge &amp; Total Station] Supplying, filling and dumping of geo-textile bags of different sizes and capacity at project/work site, making with standard geo-textile fabric (97% Polypropylene Fabric with 3% additives, mass<math>\geq</math> 400gm/m<sup>2</sup>, unit weight : 855 Kg/m<sup>3</sup> to 946 Kg/m<sup>3</sup>, EOS<math>\leq</math>0.075 mm, Test of service life according to ISO 13438:2018, Test of exposure time according to EN 12224 :2000) and sewing in accordance with the drawing and Technical Specifications of BWDB and Schedule of Rates of BWDB, protecting the geotextile bags from UV ray or any other damages, filling with sand (dry and minimum 80% sand must be retained on sieve no 100), sewing along one transverse (top) side after filling, staking in measurable/countable stakes, marking with synthetic enamel paint during counting, dumping from properly positioned and anchored flat top barge/pontoon over an area as per drawing, maintaining &amp; recording the position of dumping barge/ pontoon using total station including loading, unloading, sequential piling of geo-bags on the dumping edge of barge/ pontoon, cost of all materials &amp; equipments and its mobilization, labour, incidental charges etc. complete as per technical specification, approved design and direction of Engineer in charge. [fill volume and weight will be measured after filling with dry sand]</p> <p>Geo-bag; inner size:1200mmx950mm, outer size:1250mm x 1000mm, geo fabric th.<math>\geq</math>3.0mm, Fill Vol: 0.1664cum; wt: 250kg</p>	no	69563				
5	40-190-00	Manufacturing and supplying C.C. blocks in leanest mix. 1:2.5:5 with cement, sand (FM $\geq$ 1.5) and Stone Chips (40mm down graded) to attain a 28 days cylinder strength of 12 N/mm <sup>2</sup> including grading, washing stone chips, mixing, laying in forms, consolidation, curing for at least 21 days, including preparation of platform, shuttering (steel shutter to be used) and stacking in measurable stacks, cost of all materials and charges, etc. complete as per						

		direction of Engineer in charge.							
5 (i)	40-190-15	i) Block Size: 50cmx50cmx50cm	each	22295					
5(ii)	40-190-30	ii) Block Size: 45cmx45cmx30cm	each	266439					
6	40-290-10	Dumping work of Hard rock/ stone/ boulders/C.C blocks/brick blocks/sand cement blocks over a uniform area from properly positioned by engine boat upto an accuracy of 10cm monitoring with Total Station. The dumping area to be determined by conducting bathymetric survey, furnishing topographic site plan, cross section, dumping alignment, providing location of benchmark and stake at batches of dumping activity, doing by a river survey team ( including survey manager, hydrographic surveyor, Auto cad operator, etc.) with total station. Sequential stacking of Hard rock/ stone/ boulders/C.C blocks/brick blocks/sand cement blocks on the engine boat, carrying the Hard rock/ stone/ boulders/C.C blocks/brick blocks/sand cement blocks to dumping area and dumping the block from the boat by manual labour or any other means, all materials & charges etc. complete as per direction of engineer in charge, specification and design.  Within 200 m.	Cum	2786.880					
7	40-270-00	Labour charge for protective works in laying CC blocks of different sizes including preparation of base, watering and ramming of base etc. complete as per direction of Engineer in charge.							
7(A)	40-270-10	Within 200 m.	Cum	11330.320					
7(B)	40-270-20	200 m to 500 m	Cum	4855.851					
8	PWD 03.5 03.5.1	Mass concrete (1:2:4) in foundation or in floor with cement, sand (F.M. 1.2) and picked jhama brick chips including breaking of chips, screening, mixing, laying, compacting to required level and curing for at least 7 days including the supply of water, electricity, costs of tools & plants and other charges etc. all complete and accepted by Engineer-in charge. (Cement: CEM-II / B-M)  Mass concrete in foundation (1:2:4) with brick chips and local sand of F.M. 1.2.	Cum	114.500					
<b>Sub-total of Shank (CC Block):</b>									

**Summary of Specified Provisional Sums  
in the Bill of Quantities**

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount (BDT)</i>
1		Daywork – Labour	0
2		Daywork – Materials	0
3		Daywork – Equipment charges	0
4		Provisional sums for the Employer's portion of DAAB costs	2,772,000.00
5		Provisional sums for additional ES outcomes.	0
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _ )			

## Grand Summary

Contract Name:

Contract No.:

General Summary	Page	Amount (BDT)
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
Bill No. 4:		
Bill No. 5:		
Bill No. 6:		
Bill No. 7:		
Sub-total:	A	Σ Bill No. 1~7
Provisional sum for Dayworks	B	0
Provisional sum for the Employer's portion of DAAB costs	C	2,772,000.00
Provisional sums for additional ES outcomes.	D	0
Bid Price (A+B+C+D) (Carried forward to Letter of Bid)	E	

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

ii) To be entered by the Employer.

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

## Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1: Israel

Under ITB 4.8 (b) and 5.1: None



# Section VI - Fraud and Corruption

## 1. Purpose

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

## 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has,

directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

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

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

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

## **PART 2 –Works’ Requirements**

# Section VII - Works’ Requirements

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## Scope of Works

**Background:** The Jamuna River is one of the three main rivers of Bangladesh. It is the lower stream of the Brahmaputra River, which originates in Tibet as Yarlung Tsangpo, before flowing through India as Brahmaputra and then southwest into Bangladesh. When it meets with the Teesta River, it is named as the Jamuna River. The Jamuna flows south and joins the Padma River near Goalundo Ghat, before meeting the Meghna River near Chandpur. It then flows into the Bay of Bengal as the Meghna River. The Brahmaputra-Jamuna River intakes water from Dudkumar River, Dharla, Teesta, Ghaghat River, Gumani River, Attrai River and so many tributaries.

The Brahmaputra-Jamuna River system is the most dynamic and unpredictable braided river system in the world. Jamuna River is a section of one of the major rivers in the world. It flows through India as the Brahmaputra River, and then dissects Bangladesh from north to south until it meets the Padma-Ganges River and the Meghna River before discharging into the Bay of Bengal.

The average width of Jamuna River was approximately 5.50 km in 1914, roughly 9 km in 1952, and 11.80 km in the mid-1990s. The Bangladesh Delta Plan 2100 has recommended to stabilize the Jamuna River at a width of 6.50 km having the main channel at a width of 3.0 km. Whereas, the current bank-full width of Jamuna River is about 11.00 km and with flood plain its width varies between 15-20 km.

Rainfall in the north-western sub-tropical region follows a pattern each year with little or no rain during the winter and more than 80% of the total rainfall during monsoon. Average annual rainfall in this region is around 1,900 mm (74.80 inch) which is less than the average annual rainfall of Bangladesh as whole, which is around 2,300 mm (90.55 inch). The highest monthly mean temperature (35°C or 95°F) in this region occurs mostly during the month of April and lowest mean monthly temperature occurs in January (12°C or 53.6°F). Maximum temperature in Sarishabari station is 31.90°C (89.4°F) and minimum temperature was 12.7°C (54.8°F).

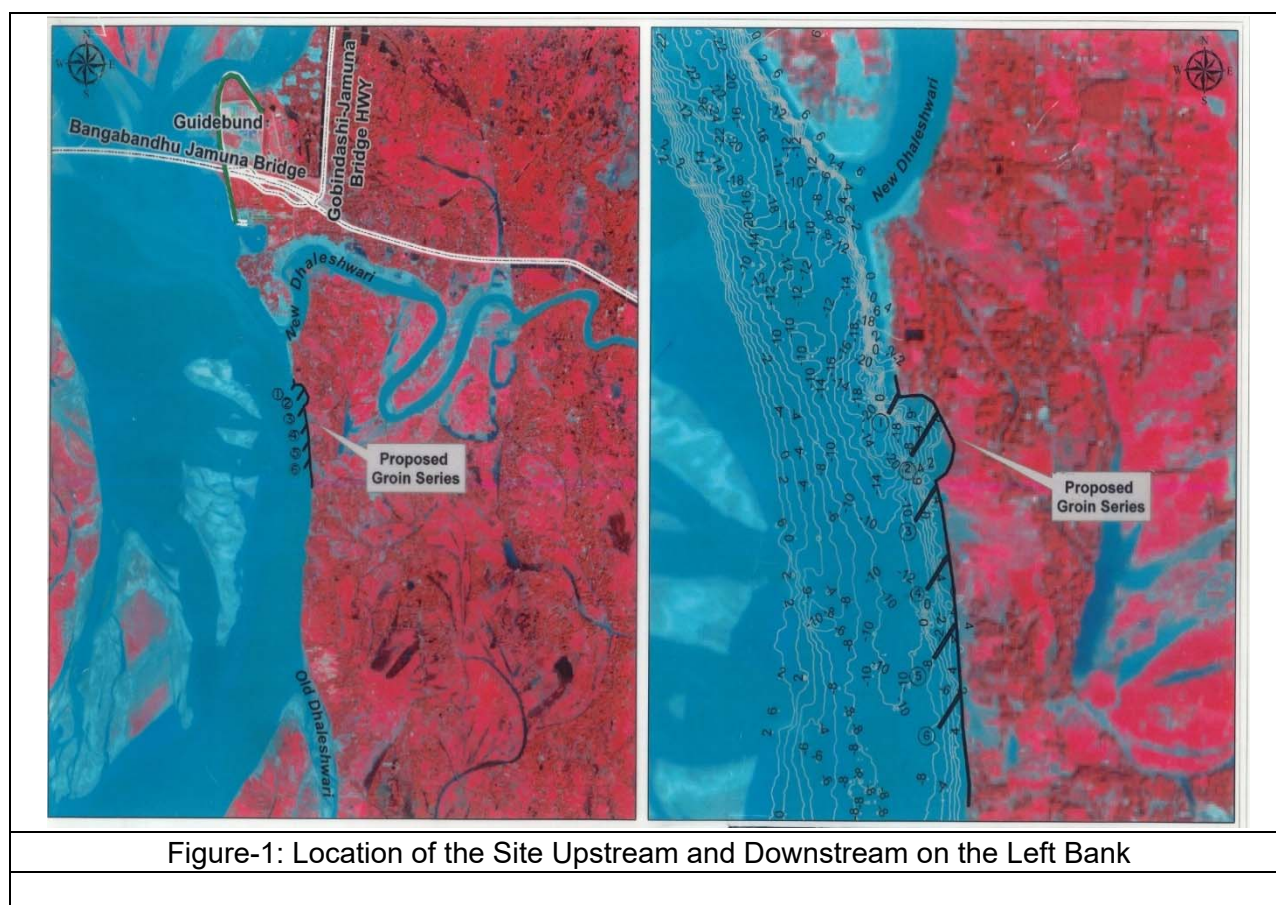
Climate change is believed to impact the river and its flood plain in two ways: (i) the flow discharge in the river system will increase, which potentially means higher river instability and increased flooding, and (ii) the sea level rise will result in flatter river slopes, potentially leading to more flooding and substantial river adjustment processes (Bangladesh Water Development Board, 2014).

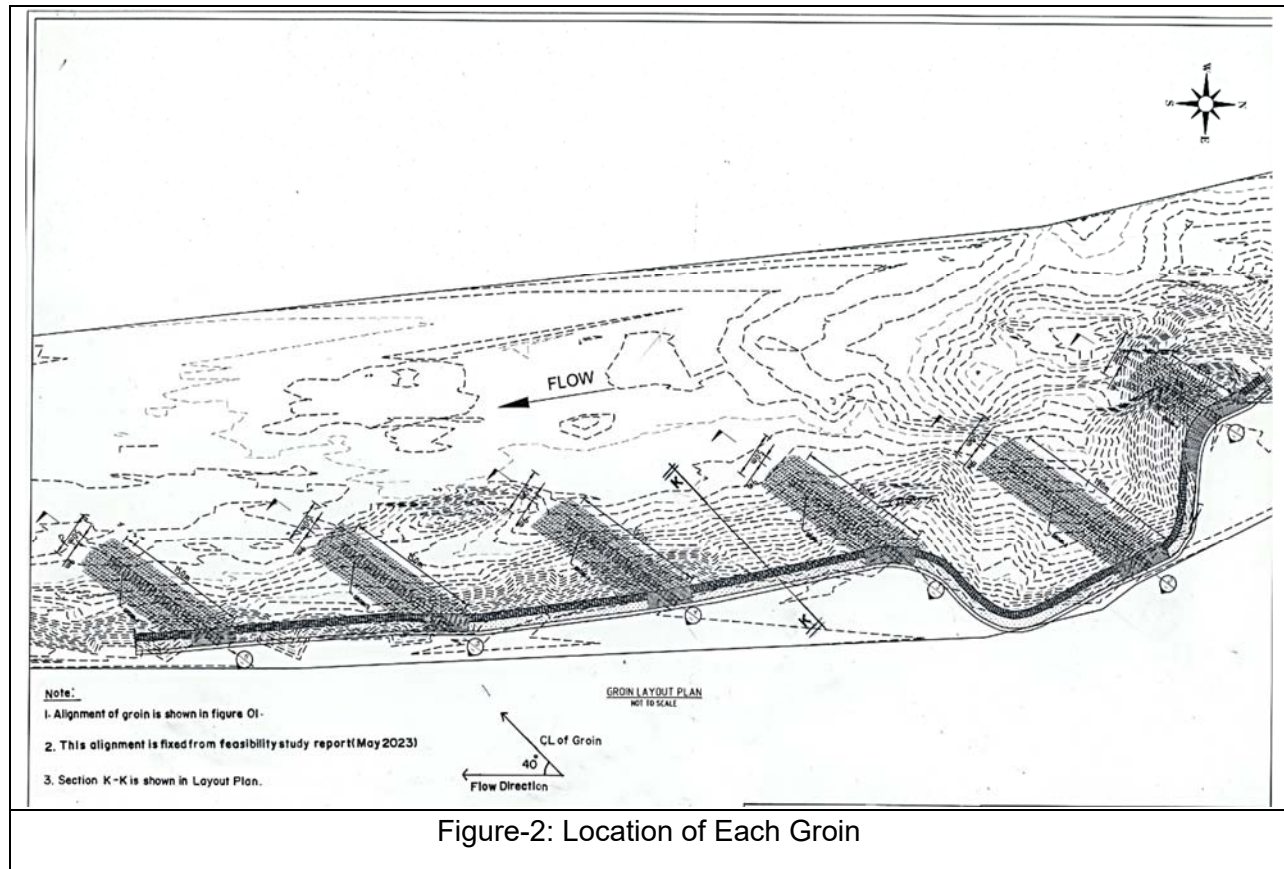
The entire Brahmaputra-Jamuna River up to its confluence with the Ganges is about 2,820 km long. Within Bangladesh, the length of Jamuna is approximately 264 km. The drainage area of the Jamuna River is approximately 560,000 km<sup>2</sup> but only 42,000 km<sup>2</sup> of it lies within the Bangladesh border. It's the widest river in the country with the width of the river varying from 9 km to 16 km and an average width of approximately 12 km. The gradient of the river in Bangladesh is nearly 7 cm/km.

Riverbank erosion is an endemic and recurrent natural hazard. When rivers enter the mature stage, they become sluggish and start to meander or braid. These oscillations result in riverbank erosion. Riverbanks with non-cohesive material such as sand are more erodible than cohesive soil riverbanks. Banks consisting of consolidated cohesive soil can provide resistive forces ensuring the lesser bank erosion. Banks of the Jamuna River are mainly composed of sand and silt with lower angle of friction.

The Jamuna River is the single most significant source of natural hazard in Bangladesh. This is largely because the Jamuna River has been widening over time. This widening is a consequence of the Great Assam Earthquake in 1950, which dislodged some 45 billion cubic meters of sediment from the eastern Himalayan Mountain slopes. The high sediment load of the Jamuna River is the main proponent behind the rapid planform changes of the river. Different studies cite that the sediment load of the Jamuna River varies between 300~500 million tons per year. Sediment within the Jamuna River mainly consists of fine sands, silt and clay. Insufficient sediment transport capacity of the active braided channels of the Jamuna River triggers the formation of new channels which initiate riverbanks erosion. Therefore, managing sediment of the Jamuna River to an optimum level is the key to riverbank protection and river training of the Jamuna River.

**Site:** The site is located at Kalihati and Tangail Sadar Upazila of Tangail district along the left bank of Jamuna River. It is around 3.50 km downstream of the Jamuna Bridge. Upstream portion of the site is located at Alipur-Bhairab Bari Mouza, Durgapur Union of Kalihati Upazila. Downstream portion of the site is located at Charpouli Mouza, Kakua Union of Tangail Sadar Upazila. The approximate length of the Site reach is 1625 m. Upstream portion of the work will be connected with the permanent protective work on the Jamuna-Pungli River bank.





**Description of Works:** The work mainly consists of:

- Construction six (06) number of Top Blocked Permeable Groins (TBPG);
- Riverbank protective works of 1.625 km with revetment;
- Riverbed protection with geo-bags;
- Earthworks;
- Site office for Engineer-in-Charge with office equipment and supplies;
- Establishment of Camp/Site office for Engineer-in-Charge/foreign officials/mission/own use as described in description of Bill of Quantities (BOQ);
- Contractor's office, godown, and stockyard;
- Construction of labor shed and other ancillary facilities; and

**Top Blocked Permeable Groins:** There will be six (06) groins of different types to be established in series to reduce the velocity of water in order to protect bank erosion. There are three types of groins given below:

**Groin type 1** (1<sup>st</sup> Groins):

Total Groin Length: 80m

Total Number of Piles:  $1 \times 51 = 51$

Pile Rows: 3

Pile diameter: 750 mm

Distance between Groin 1 and Groin 2: 300 m

Bed Protection: 5 Layer 250 kg wt. Geo-bag

**Groin Type-2** (2<sup>nd</sup> Groin):

Total Groin Length: 190m

Total Number of Piles: 117

Pile Rows: 3

Pile Diameter: 750 mm

Distance between Groin 2 and Groin 3: 300m

Bed Protection: 5 Layer 250 kg wt. Geo-bag

**Groin Type-3** (3<sup>rd</sup> Groin, 4th Groin, 5th Groin, 6th Groin):

Total Groin Length: 150m for each groin

Total Number of Piles  $4 \times 93 = 372$  (93 piles for each groin)

Pile Rows: 3 for each groin

Pile Diameter: 750 mm

Distance between Groin 3, Groin 4, Groin 5 and Groin 6: 300 m

Bed Protection: 5 Layer 250 kg wt. Geo-bag

The maximum length of the pile may be **58.88 m** but depends on the soil investigation report.

**Riverbank Protective Works:** Total Length = 1625m with revetment works by CC blocks.

**Engineer's Site Office:** Erection and maintenance of semi-permanent site office and removal of the same after completion of work in accordance with the conditions of contract. In addition to the office required for own use, the contractor shall provide and maintain furnished site office for the use of Engineer-in-charge and his staff. The site office must have tiles floor, adequate foundation, brick walls, false ceiling of gypsum board and all windows are to be glazed, shuttered and provided with steel grill. Outside and inside wall surface are to be painted on plaster acceptable to the Engineer-in-charge. The site office shall be maintained in a secure condition by the contractor until the completion of the contract and shall be provided with electricity, water supply, wash rooms and sewerage facilities. All doors shall be fitted with approved locks and windows shall be provided with curtain/blinds. Before construction the contractor shall submit plans and drawings showing proposed details and location for the site office, including foundations, access roads, shades, layout of electrical and water supply and hard standings there for the approval of Engineer-in-charge. The Engineer-in-charge may require revision of the plans prior to giving approval for construction. The contractor shall also submit detailed proposed furniture, fittings and other items of equipment and plant to the Engineer-in-charge for approval. These items shall be of the standard quality suitable for site. The office, complete with furnishings, fittings, access roads and hard standings shall be ready for occupation by the Engineer-in-charge within 28 days from the date of taking over site by the contractor. The contractor shall provide day and night guards and an attendant for the field office. At the end of the contract all materials, equipment and plant, furniture, fittings recovered from dismantling the office and removing access road will be the property of the contractor. No interim payment shall be certified unless engineer's office with required facilities are constructed and accepted by the Engineer-in-charge. Engineer's site office of minimum 38 sqm plinth area with providing necessary facilities including office furniture, 24000 BTU air cooler, umbrella, crockeries, water purifier, PC with monitor, uninterruptible power supply (UPS), laser jet printer (minimum 20 ppm), LED flood light fittings (Halogen) for sight security etc.



**Camp/Site office for Engineer-in-Charge/foreign officials/mission/own use:**

Camp Construction and Management (i.e. Erection and maintenance of semi-permanent site office and removal of the same after completion of work in accordance with the conditions of contract. In addition to the office required for foreign officials/mission/own use, the contractor shall provide and maintain furnished site office must have tiles floor, adequate foundation, brick walls, false ceiling of gypsum board and all windows are to be glazed, shuttered and provided with steel grill. Outside and inside wall surface are to be painted on plaster acceptable to the Engineer-in-charge. The site office shall be maintained in a secure condition by the contractor until the completion of the contract and shall be provided with electricity, water supply, wash rooms and sewerage facilities. All doors shall be fitted with approved locks and windows shall be provided with screen/blinds. Before construction the contractor shall submit plans and drawings showing proposed details and location for the site office, including foundations, access roads, shades, layout of electrical and water supply and hard standings there for the approval of Engineer-in-charge. The contractor shall also submit detailed proposed furniture, fittings and other items of equipment and plant to the Engineer-in-charge for approval. These items shall be of the standard quality suitable for site. The contractor shall provide day and night guards and an attendant for the field office. At the end of the contract all materials, equipment and plant, furniture, fittings recovered from dismantling the office and removing access road will be the property of the contractor. No interim payment shall be certified unless engineer's office with required facilities are constructed and accepted by the Engineer-in-charge). (Site office= 50 sqm, Washroom (two nos) (size 2.5m X 1.80m), Furniture, Air-Cooler 18000 BTU /HR=2 nos, Multimedia Projector (Japan Origin), PC, Monitor, Laserjet Printer, photocopier etc. facilities).

**Other Detailed of Works:** As provided in the description of each item in the BOQ.

## **Specification (Volume I of II)**

Volume I of II  
(Separate Volume)

The Employer's requirements with respect to specifications of works are given in Volume I of II.

## **Environmental and Social (ES) requirements**

The objective of the Environmental and Social Code of Practices (ESCOPs) is to address all potential and general construction related impacts and risks during implementation of the Contract. The ESCOPs consist of environmental and social management guidelines and Occupational Health and Safety (OHS) practices to be followed by the Contractor for sustainable management of all environmental, social, health and safety issues. These ESCOPs shall be annexed to the particular conditions of the Contract.

The list of ESCOPs prepared for the Contract is given below.

- (a) ESCOP 1: Waste Management
- (b) ESCOP 2: Fuels and Hazardous Goods Management
- (c) ESCOP 3: Water Resources Management
- (d) ESCOP 4: Drainage Management
- (e) ESCOP 5: Soil Quality Management
- (f) ESCOP 6: Erosion and Sediment Control
- (g) ESCOP 7: Topsoil Management
- (h) ESCOP 8: Topography and Landscaping
- (i) ESCOP 9: Quarry Areas Development and Operation
- (j) ESCOP 10: Air Quality Management
- (k) ESCOP 11: Noise and Vibration Management
- (l) ESCOP 12: Protection of Flora
- (m) ESCOP 13: Protection of Fauna
- (n) ESCOP 14: Road Transport and Road Traffic Management
- (o) ESCOP 15: Construction Camp Management
- (p) ESCOP 16: Cultural and Religious Issues
- (q) ESCOP 17: Community and Workers Health and Safety
- (r) ESCOP 18: Construction and Operation Phase Security
- (s) ESCOP 19: Operation of Heavy Equipment Management
- (t) ESCOP 20: Excavation
- (u) ESCOP 21: Lifting and Materials Handling

The Contractor will prepare and submit site specific management plans, namely Construction Environmental and Social Action Plan (C-ESAP) and Occupational Health and Safety (OHS) Plan, in compliance with the project ESMP and consistent with the World Bank ESF and Government Regulation and guidelines and based on the guidance given in the ESCOPs. The C-ESAP and OHS Plan will form part of the contract documents and will be used as monitoring tool for compliance.

It is mandatory for the main Contractor procured directly by the project to include these ESCOPs in their subcontracts. Violation of the compliance requirements will be treated as non-compliance leading to the corrections or otherwise imposing penalty on the Contractor. The documents (C-ESAP) will be a living document and be updated as and when necessary, as approved by the Engineer. The Contractor is required to quote rates for work considering these ES requirements. In addition to the provisions of Particular Conditions of Contract (PCC), the Contractor needs to comply with the following additional requirements regarding the relevant PCC Clauses:

**GCC Clause 4.1 – Contractor's General Obligations:** The general obligations of the Contractor shall also include undertaking of appropriate mitigation measures for public's potential exposure to the risks arising from the climate change, natural hazards, operational hazards and/or accidents as a result of Works carried out by the Contractor or its Sub-Contractors under this Contract. To comply with the ES requirements the Contractor shall submit the following Management Strategies and Implementation Plans (MSIPs) along with the bid during bid submission:

i. Occupational Health and Safety (OHS) management plan;
ii. Air, water, soil and noise pollution prevention plan and resource efficiency measures;
iii. Protection of biodiversity, including protection of the Gangetic dolphin (shusuk) population and conservation of their habitat
iv. Waste management plan;
v. Community Health and Safety (CHS) plan;
vi. Traffic Management Plan;
vii. Hazardous materials and equipment handling;
ix. Emergency Response Plan.

These MSIPs would collectively comprise the Contractor's environmental and social management plan (C-ESMP).

**GCC Clause 4.6 – Co-operation:** The Contractor will provide full support to all the project staff, consultants, service providers, suppliers, and other entities and authorities, as deemed necessary and instructed by the PMU with the intention to fulfill the measures required for successful implementation of the ES requirements.

**GCC Clause 4.8 – Health and Safety Obligations:** The Contractor shall employ one full time EHS Inspector with qualifications, experience acceptable to the Project Manager for compliance with health and safety procedures. The Contractor shall submit to the PMU for review a Health and Safety Management Plan specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The Health and Safety Management Plan shall set out the following health and safety requirements:

**Occupational Health and Safety Measures:** The Contractor shall employ one OHS Specialist/OHSO and one Nurse/Medical Technician with qualifications, experience

acceptable to the Project Director for compliance with occupational health and safety procedure to manage OHS risk. The Contractor will develop and prepare an occupational health and safety (OHS) plan to manage OHS risks as per the WB's ESS2 requirements, the laws of Bangladesh and any other requirements stated in this Bidding Document. The most common categories of hazards associated with construction activities include:

- (a) equipment mobilization and construction materials transport through public roads or rivers.
- (b) piling/excavating.
- (c) continuous noise exposure during piling and as a result of exposure to noise generated by other machinery.
- (d) scaffolding ladder work.
- (e) ergonomic hazards.
- (f) drowning due to vessels sinking/life lost during work near/on water.

A risk ranking matrix will identify and assess all potential work-related hazards and their severities and eventually propose controls to reduce the risks of injuries and illness by establishing processes and standard operating procedures (SOPs) in accordance with good international industry practice (GIIP). Based on the risk matrix, hazards should be graded from “warning” to “serious” to “catastrophic”.

The specific mitigation measures to be adopted are:

- (i) The Works will prohibit the recruitment of children and use of forced labor.
- (ii) Labor practices and issues related to labor influx will be monitored, managed and translated into regular practice. The actions of the party responsible will be periodically reported for the record.
- (iii) Recruitment of skilled personnel with relevant experience and knowledge to support the implementation of the LMP.
- (iv) Establishment of a standard grievance redress mechanism (GRM).
- (v) Ensuring that the Workers' Code of Conduct and individual Contract Agreement are read and signed by the worker at the time of recruitment.
- (vi) Provision of safe water for drinking and domestic use for workers on site and in construction camps in accordance with Schedule 3(b) of ECR, 1997. Conduct drinking water quality test for Arsenic (As), Iron (Fe), Chloride (Cl), Total coliform (TC) & Fecal Coliform (FC).
- (vii) Provision of medical facilities on site and in construction camps and access to health care.
- (viii) Labor camps will be constructed in compliance with GIIP as described in Workers' Accommodation: Processes and Standards (IFC-EBRD 2009).
- (ix) Training of workers on OHS.
- (x) Performing an OHS risk analysis will be undertaken before any task and a task specific job hazard analysis plan will be developed by the Contractor.

- (xi) No Personnel can enter the construction area without the appropriate personal protective equipment (PPE) and no worker shall perform a task unless they have undergone appropriate training.

**Community Health and Safety Plan:** Community related hazards will result from construction activities and operation of plants, equipment and machinery and vehicles. Such risks generally include health, safety, and security risks and impacts on construction-related communities. However, given the nature of the Project, the Community Health and Safety (CHS) risks are mostly associated with the construction phase of the Project. A risk ranking matrix has been prepared to identify associated construction related hazards with their likelihood and magnitude to set the appropriate preventive measures to reduce or lessen the impacts on nearby communities. Some unavoidable hazards have been ranked as serious to catastrophic in the risk matrix, including:

- (a) spread of communicable diseases;
- (b) vector-borne diseases;
- (c) sexual exploitation and abuse, and sexual harassment (SEA/SH); and
- (d) use of public roads for construction equipment/vehicles.

The potential increase in incidences of communicable and vector-borne diseases is primarily associated with the influx of workers into nearby communities. The CHS risks associated with the operation period include failure of the riverbank protection due to either faulty design or natural extreme events, false sense of security from riverbank protection, and ship accidents.

To reduce or control the possibility of injuries and fatalities associated with potential hazards to construction-affected communities, a CHS Plan will be prepared and implemented by the Contractor. Project management will establish a Health and Safety Committee to monitor and supervise the implementation of measures set by the Contractor. In addition to the CHS Plan, the Contractor will develop an Emergency Preparedness and Response Plan (EPRP).

As the proposed Project pilot site occurs in rural settings, where a moderate influx of workers will be engaged for construction, the SEA/SH risk is rated as 'substantial'. Project induced SEA/SH risks will be managed through a SEA/SH Action Plan that has been developed in accordance with the World Bank Good Practice Note on Major Civil Works, and Social Protection and Jobs.

**Protection of SEA/SH Risks:** The ESIA identified several SEA/SH risks associated with the Project activities. These risks are related to the labor influx and induced development. The details of the Gender and SEA/SH risk and impact assessment are provided in the ESIA. The highlights of the SEA / SH risk assessment are given below:

- (a) The project will involve construction work. Most of the labor demand will be met locally. However, it may require hiring some skilled labor from outside of the program area. This labor influx may increase the demand for sex work, including the risk of trafficking of women for sex work, forced early marriage with construction workers as a livelihood strategy, and increase the demand for transactional sex.

- (b) Community-women use the river for bathing and daily household chores. So, any sort of river management work will expose them to the workers and officials. Besides, the construction work of the program may occur near school routes or pedestrians that are frequently accessed by local women and girls which may increase their exposure to project workers and as a result, may increase the risk of SEA/SH. Women and girls in the community may experience eve-teasing, sexual abuse and harassment.
- (c) The program may employ women as laborers. If they work along with male laborers without proper labor management and gender strategy, they may face sexual abuse, harassment and violence.
- (d) The SEA/SH risk associated with the rolling out of financial protection from disaster risk along with the training sessions planned under this component is rated substantial risk. The risk will be managed and mitigated through the project Gender and SEA/SH Action Plan.
- (i) The Project will ensure a working environment where there is zero tolerance to SEA/SH. There will be an effective GRM which is well equipped to address SEA/SH complaints
- (ii) Minimize the number of external laborers.
- (iii) Ensure Codes of Conduct signed and understood by the contractor, laborers and other project workers and officials.
- (iv) Training on the zero tolerance of SEA/SH and other forms of GBV under the project.
- (v) Awareness raising and sensitization on GBV for all stakeholders including the community and vulnerable populations,
- (vi) GBV service provider mapping to refer incidents of GBV from the GRM or any other reporting mechanism that may be established through the project.
- (vii) Establish an effective grievance redress mechanism (GRM) with multiple channels to complaints about SEA/SH and establish SEA/SH allegations reporting channels.
- (viii) Receive and refer SEA/SH complaints to SEA/SH service providers and check if the case is closed and/or follow up on action taken by the Contractor against any worker who has violated the codes of conduct.
- (ix) Take direct sanctions against perpetrator by the Contractor and/or law enforcement agency.
- (x) Refer victim/ survivor to medical and legal service providers.
- (xi) Follow up registered cases and ensure the safety of the Employer.
- (xii) ESCOP 15, 17, 18 will mitigate the impact.

**Management and Safety of Hazardous Materials on Construction Site:** While preparing for the C-ESMP, the following Hierarchy of Control Methods should be considered:

- Elimination/ Substitution
- Engineering controls
- Administrative and work practice controls
- Use of PPE

The Contractor will avoid or minimize community exposure to hazardous materials and substances that may be released by the construction activities, material sourcing, transportation of materials, construction related traffic movement and road safety risks, hazard due to use of construction equipment, construction debris handling and disposal etc. The Contractor will ensure effective measures in place to address emergency events and safeguard personnel and property in a manner that avoids or minimizes risks to the workers and communities.

**Excavation:** Safeguards and control measures may be as follows:

- Excavated materials/equipment that could pose a hazard by falling or rolling into excavations should be kept at least 1 meter from the edge.
- Dust should be kept to a minimum by spraying water or other means.
- Plan safety into the job by considering traffic, soil, water table.

**Slips and trips:** Safeguards and control measures may be as follows:

- Ensure that all operatives are provided with obstruction-free access and egress to their working areas.
- Keep work and storage areas tidy and designate specific areas for waste collection.
- Clean up all the slippage areas immediately.
- Signpost all slippery areas and provide sufficient illumination at the workplace.
- Provide employees training, instruction and supervision for relevant work activities.
- Use PPEs such as lifting straps, shoulder harness, slip resistant footwear to prevent slips and falls.

**Heavy Equipment:** Safeguards and control measures may be as follows:

- Operators should have license, training, qualifications, certifications and medical fitness.
- Heavy Equipment should be equipped with back-up alarm, horn and seat belt.
- All motorized heavy equipment should require Rollover Protective Structures (ROPS) with seat restraints.
- Inspections before use
- A Traffic Management Plan should be developed for site to ensure safe interactions between work activities, equipment, people and the environment.

**Material Handling:** Safeguard and control measures for loading and unloading hazardous materials may be as follows:

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

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

- Fire prevention: Remove all combustible materials from the area
- Fire protection: Establish fire watch and install Fire extinguisher
- PPE



- Skin protection: fire resistant apron/ jacket and gloves, leather safety boots; welding helmet.
- Eye protection: Welding helmet with UV protected shades and face shields for grinding.
- Respiratory protection: Use filter respirators in ventilated areas and supply air respirators (SARs) in confined spaces.

**Electrical Safety:** Safeguard and control measures include but not limited to:

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

**GCC Clause 4.18 – Protection of Environment:**

The contractor shall employ one Environmental Manager having adequate knowledge in Environmental measures to supervise and monitor the Environmental Management Plan as per technical specification. For protection of the environment, the Contractor will take appropriate mitigation measures to control air, water, noise pollution as per the national Acts/Rules/Standards and the World Bank Environmental and Social Framework (ESF). In case of non-availability of such standards, Good International Industry Practices (GIIP) is to be followed. The Contractor shall submit a C-ESMP (Contractor's Environmental and Social Management Plan) to the PMU to review and final concurrence which is to be followed rigorously across the Site. This C-ESMP will articulate all the measures relevant to the protection and conservation of Environmental compartments, prevention of pollution and management of resources, etc. Threshold values of different pollutants for environmental conservation and pollution control measures are set in the Environmental Conservation Rules 2023 (amended) of Bangladesh.

**Construction and Operation of Laborshed for the Workers:** The Contractor will construct labor sheds which are structurally safe with proper ventilation, light, and drawers to keep valuable things and/or bags and provide raised platforms for provision of proper sleeping and rest periods for the workers. The labor sheds should have restrooms with proper hygiene facility (consider one toilet for 15 person or part) and keep separate restrooms for male and female in workplace. The labor sheds should have canteen and kitchen facilities with cooks and waiters for daily meals. The Contractor will provide waste bins for separate collection of organic and inorganic wastes and ensure proper disposal of wastes (solid wastes and other form of wastes) at the recommended places of the local government body or the Employer.

**Resource Efficiency and Pollution Prevention Management:** The Contractor will identify feasible measures for efficient use of resources through:

- a. Use of energy;
- b. Water usage and management to minimize water usage during construction, conservation measures to offset total construction water demand and maintain balance for demand of water resources;

- c. Use of raw materials by exploring use of local materials, recycled aggregates, use of innovative technology so as to minimize project's foot prints on finite natural resources; and
- d. Use of appropriate technology and/equipment to reduce emissions, surface discharges, effluent and any other pollutants from the construction activities and maintain the parameters' values within the stipulated level in national laws and regulations and the World Bank ESF.

**Control of Air Pollution:** During the construction phase fugitive dust will be emitted on a longer-term basis from stationary sources such as quarries and borrow pits, especially during dry season. Exhaust emissions from mobile sources (such as: operation of construction machinery/equipment and vehicles transporting construction materials (sand, gravel, rock, cement, etc.)) also pollute air. Dust generated from rock crushing, mixing of construction materials, open burning of waste materials, quarries, borrow pits, haul roads, unpaved roads, soils and material stockpiles can pollute the air significantly. Air pollution may also occur during preparation of sites, earth excavation, stack yards and labour shed construction, and movement of vehicles.

Construction works which are very significant parts of the Works involve the operation of different types of fuel burning machinery. Exhaust emissions from the engines consist of harmful and toxic gases such as Nitrogen Oxides (NO<sub>x</sub>), Sulfur Oxides (SO<sub>x</sub>) and Carbon Monoxide (CO), and particulate matter (PM<sub>10</sub>, PM<sub>2.5</sub>). Continuous emissions of these pollutants can cause air pollution which may travel further from the project boundary following the wind. Riverbanks are common shared places for different species to live and wade, especially birds and turtles. Using poor-quality fuel and technical faults of any equipment may cause greater emission. To minimize air pollution from the construction activities and exhaust emissions from machinery, the following mitigation approach may be followed.

- (a) Regular watering and sprinkling during site preparation, construction of labor camps, on stockpiles of bare soil and sand, haul road, un-surfaced traffic area and any sources of fatigue dust, when conditions require dust suppression.
- (b) Ensure that all vehicles and machineries comply with technical and environmental safety regulations, are maintained in good operating condition and kept under regular maintenance in accordance with manufacturer's specifications to avoid any black smoke emission.
- (c) Schedule the operation times for vehicles and machineries working in the construction area to reduce air emissions.
- (d) Maintain adequate moisture content of sand including cover over the carrier during transportation and stockpiles to mitigate dust generation from the loads.
- (e) Stock piles of dusty construction materials will be covered by tarpaulin or similar arrangement in order to protect them from wind and weathering action.
- (f) Speed of vehicles on site and in the approach road will be limited to 15-20 km/hr to control dust generation.
- (g) No earthen roads for transporting the construction materials and vehicles must not be overloaded to damage the road conditions and/or bridges in the countryside.
- (h) An appropriate freeboard must be maintained in trucks hauling construction materials.

- (i) No locations for borrow pits, rock crushing facilities, concrete batching yards near the water bodies and community area.
- (j) No storing of construction materials from nearby waterbodies and community area.
- (k) No spoil storing on the river bank/slope.
- (l) Place the diesel generator sets and other powered equipment away from sensitive receptors to avoid complaints.
- (m) Stocking of construction materials and machinery must be within a limited area.
- (n) Use of low-sulfur diesel in all vehicles and machineries.
- (o) Construction wastes must be reused or recycled as and where possible.
- (p) Burning of waste material will be restricted.
- (q) Limiting activities for producing fugitive dust particle e.g., excavating earth, handling of the construction materials etc.
- (r) Vegetation clearance and base stripping at riverside and country side slopes of the bank protection work will be minimized.
- (s) Avoid queuing of vehicles in areas adjacent to site, particularly near sensitive receptors including housing.
- (t) Switch off / throttle down all site vehicles, water vessels, generator and machinery when not in use.
- (u) Concrete batching and mixing plant will be located downwind of and minimum 500m away from residential areas as well as sensitive receptors and be fitted with high stack (30m) to allow adequate dispersion of emissions.
- (v) Introducing pollution free/new technology in construction activities.
- (w) Approved pollution control devices to be fitted in equipment and machinery.
- (x) Establish grass carpeting in the unpaved area where possible.
- (y) Regular air monitoring will be carried out near the sensitive receptors to ensure ambient air quality remains within the limits defined by national standards by conducting 24-hour Ambient Air quality (PM10, PM2.5, NO2, SO2, CO2, CO, SPM) at specified locations.
- (z) The Contractor must adopt the ESCOP 7, ESCOP 9, and ESCOP 10

**Control of water pollution:** The river water may be contaminated by waste generated from the construction Site, labor sheds, equipment used for construction, and construction materials. Waste from the construction site, which might include construction materials (cement, sand, bricks, etc.), scrap metal, scrap wood, paper, kitchen waste from construction camp, spilled oil from equipment or vehicles, etc. might end up into river if not properly managed. The open discharge of solid and liquid wastes from the labor shed and houseboat can also contaminate the surface water with nutrients, heavy metals, organic pollutants, etc. The wastewater might also include spillage of hydraulic fluid from leaking hydraulic connections or blown hydraulic hoses on hydraulically powered equipment. Disposal of sand-filled geo-bags, piling, preparing slope for bank protection

work might cause increased turbidity in the river-water column nearby. The construction activities involve installation of 593 cast-in-situ piles which involve a risk of spilling raw concrete or concrete slurry during construction. The Contractor will apply available mitigation measures to tackle water pollution from solid and liquid waste from construction activities. The available mitigation measures to the Contractor may be as follows:

- (a) No mixing concrete onsite and use concrete premix.
- (b) No dumping of any bilge water and any ship waste and wastewater into the river.
- (c) Maximizing the use of materials for construction and minimizing the disposal and runoff of construction waste.
- (d) Hiring more local labor to minimize the size of construction camp.
- (e) Optimize use of resources (oil, fuel, water, electricity etc.).
- (f) Minimizing stationing of construction vehicles and other water boats nearby any sensitive receptors. Maintaining a minimum setback distance from the sensitive habitats (natural habitats like mudflats, fish spawning area, any area where a large assemble of migratory birds is seen, area with high dolphin activity, etc.).
- (g) ESCOP 1: Waste Management.
- (h) ESCOP 3: Water Resources Management.
- (i) ESCOP 6: Erosion and Sediment Control
- (j) Adoption of GIIP for construction of bored in-situ cast piles for TBPG.
- (k) The fueling equipment will be equipped with automatic shut-off nozzles.
- (l) Emergency oil spill kits will be present at places of refueling.
- (m) Accidental spills will be managed through the preparation and implementation of an emergency response plan to be prepared by the contractors as part of the OHS Plan.
- (n) The Contractor should develop an incident reporting and monitoring mechanism.
- (o) Further mitigation measures are detailed out in ESCOP 1 and ESCOP 2.
- (p) Excavated soil will not be kept for prolonged periods to avoid leaching.
- (q) Waste disposal to be prohibited to waterbodies, arrange reuse/recycle.
- (r) Labor camps should be constructed at a safer distance from the waterbody with septic tanks and soak wells.
- (s) Arrangement of mobile toilets may be set at work sites if necessary.
- (t) Fuel, oil and used oil storage areas shall be contained on concrete floors.
- (u) Drain outlet should be regularly cleaned.
- (v) Proper storage area will be proposed with lining to avoid leakage.
- (w) To ensure surface water quality periodic test of PH, Conductivity, DO, BOD. TDS, As etc. at specified locations

**Noise Vibration:** Various construction activities, such as installation of the groin, pile driving, and excavation work, earth work, operation of vehicles and equipment during the site preparation, stack yards, labor shed construction, transportation of construction materials and operation of heavy equipment will cause noise and vibration and can affect receptors near the construction sites. Earth work requiring the movement of earth from the Site by truck/boat or any other means will cause noise and vibration along the transportation routes. The vibration may affect the stability of nearby structures. Operation of construction equipment causes ground vibrations which spread through the ground and diminish in strength with the distance. Buildings founded on the dry land in the vicinity of the construction site respond to these vibrations, with varying results ranging from no perceptible effects at the lowest levels, low rumbling sounds and felt vibrations at moderate levels and slight damage at the highest levels. Ground vibrations due to piling activities very rarely reach the levels that can damage structures but can achieve the audible and felt ranges in buildings and in the waterbodies close to the site, which might affect the communities and aquatic species. The noise during the construction phase depends on the stage of construction work and equipment used at the site. The sources of noise may be generated as follows:

- (a) Site clearing and preparation.
- (b) Excavation and concrete placement.
- (c) Erection of structures.
- (d) Concrete mixing and aggregate production systems.
- (e) Construction Camps/ancillary facilities.
- (f) Pile driving or drilling activities.
- (g) Haulage and general vehicle movements.
- (h) Engine running.
- (i) Hydraulic horns.
- (j) Loading and unloading activities.

The available mitigation measures to the Contractor may be as follows:

- (i) Adoption of rotatory piling (also called drilling pile, Continuous Flight Auger) avoiding hammer or vibratory pile driving
- (ii) No construction activities at night.
- (iii) No positioning of stationary noise sources such as generators and compressors as far away as possible from noise sensitive areas.
- (iv) Forbidding horns in populated areas.
- (v) No use of impact hammer for unconsolidated substrates (e.g., sand, mud, gravel).
- (vi) No operations during monsoon seasons.
- (vii) No nighttime pile driving activities to eliminate vibration in nearby homes during the nighttime hours.

- (viii) Avoid prolonged exposure to noise (produced by equipment) by workers.
- (ix) Avoid using the rod cutter and welding machine at night.
- (x) Avoid operation of the concrete mixer and vibrator machine at night.
- (xi) Careful construction (adopting the mitigation measures mentioned here along with frequent wildlife monitoring, ESMP monitoring) during October to December and April to June, because this period is very sensitive for Dolphin and Gharial. November to February is also critical for migratory birds (forging and roosting) and therefore careful construction is needed.
- (xii) Minimize the duration over which the sound-producing activity is intended to take place.
- (xiii) No pile driving during high water level to avoid impact on migrating aquatic species.
- (xiv) Minimize the individual and cumulative sound pressure and exposure levels delivered into the environment by the activity. If necessary, the use of alternative, lower impact equipment and methods could be explored (e.g., vibratory hammer, gravity base piles).
- (xv) Select the least noisy machine/construction equipment and use proper silencer and muffler systems and padding/noise isolator to control engine noise.
- (xvi) Regularly carry out maintenance and routine inspections on vehicles and construction machineries to ensure the technical standards.
- (xvii) Provide personal protective devices like ear plug, earmuffs etc. to the personnel involved in high noise generating activities.
- (xviii) Use shields that are physically attached to the piece of equipment, particularly for stationary equipment and where considerable noise reduction is required.
- (xix) Movable noise attenuation measures would be erected around pumps, trucks, and other noisy equipment when operating near residential areas.
- (xx) For minimizing vibrations, route heavily loaded trucks away from the residential streets, if possible, select streets with fewest homes, if no alternatives are available.
- (xxi) Operating of earth moving equipment on the construction lot as far away from vibration sensitive sites as possible.
- (xxii) Take action to scare off dolphins and Gharial away from the construction areas using pingers prior to start of high noise activities.
- (xxiii) For ensuring noise level limit carryout 15 minutes' continuous noise monitoring at sites near settlement and bio-diversity sensitive area (i.e. Dolphin habitat. Migratory bird habitat) during the construction work time
- (xxiv) Require contractors to prepare and submit to the PIU a "Pile Driving Plan" following JNCC Guidelines to be approved before commencing any works at the pilot sites. The PMU will scrutinize the Pile Driving Plan to ensure it is effective for reducing impacts, with emphasis on underwater noise impacts to Dolphin, is thorough and the contractor has the appropriate capacity available to implement it.
- (xxv) Subsequent implementation of works will be appropriately supervised to ensure they are implemented correctly to avoid having to be redone and duplicate adverse impacts.

- (xxvi) Source control requirements may have the added benefits of promoting technological advances in the development of quieter equipment.
- (xxvii) Equipment modifications, such as dampening metal surfaces, are effective in reducing noise due to vibration. Another possibility is the redesign of a particular piece of equipment to achieve quieter noise levels.
- (xxviii) Sound aprons are useful when the shielding must be frequently removed or if only partial covering is possible.
- (xxix) Enclosures for stationary work may be constructed of wood or any other suitable material and typically surround the specific operation area and equipment.
- (xxx) The use of electric powered equipment is typically quieter than diesel, and hydraulic powered equipment is quieter than pneumatic power.
- (xxxi) Using vehicles and equipment in good conditions.
- (xxxii) Implement measures to attenuate the sound when sound pressure levels exceed the DoE, WB or any other internationally recognized criteria.
- (xxxiii) Further mitigation measures are described in ESCOP 11.

**Protection of Biodiversity:** The site-specific impacts on biodiversity include disturbance on aquatic and terrestrial ecosystem, displacement of individuals and populations of species, alteration of habitats, alteration in population dynamics, changes in species composition and isolation or fragmentation of habitats. Noise from pile driving and light generated during groin construction, and vessel movement may harm individual animals, in particular Gangetic dolphin (shusuk) consequently affecting the feeding and breeding behaviors on long term population levels. Among the important species of Jamuna River and its adjacent areas, Dolphin, Fishing Cat, Gharial, Narrow-headed Soft-shell Turtle, Ganges Soft-shell Turtle, Painted Stork, Black-bellied Tern and migratory birds are worth mentioning. The construction activities might take place around occupancy and extent of occurrence that may have impact on these important species. The impacts on biodiversity during construction period are summarized below:

- (a) Disturbance to Brahmaputra-Jamuna River (KBA).
- (b) Contraction of mudflats, river area (alluvial zone), Charlands like natural habitat at site.
- (c) Loss of mixed but mostly modified habitats along the bank.
- (d) Risk of increasing disturbance and reduction of suitability in the natural habitats (river area, mudflats, Char) due to pollution (Noise, water pollution, etc.) from construction activities.
- (e) Risk of physical injury to Dolphin, and Gharial through collision.
- (f) Disturbance to Dolphin, fishing cat and Gharial due to noise of construction activities such as pile driving.
- (g) Temporal loss of habitat of Baghair fish (Bagariusbagarius) and Chital (Chitalachitala).

The available mitigation measures to the Contractor may be as follows:

**Biodiversity:**

- (i) No construction activities during the wet season covering July to October to avoid impacts on Gangetic Dolphins (Shushuk).
- (ii) Install and fix pingers at upstream and downstream surrounding the construction site to move dolphins away from a construction area, deploy them strategically around the perimeter to create an acoustic barrier, as they emit high-frequency sounds that deter dolphins without affecting humans or fish. The most effective method is to create a physical barrier using floating ropes or nets, and attach the pingers to this barrier. Follow the manufacturer's instructions, but generally, pingers should be spaced about 50–100 meters apart along the perimeter.
- (iii) No working at night to reduce disturbances to nocturnal animals.
- (iv) No placement of Jetty in areas where threatened terrestrial fauna can be found.
- (v) Removing vegetation will be minimized to the full extent possible.
- (vi) Preparation of slope for bank protection work will be as minimum as possible.
- (vii) Careful construction (ensuring mitigation measures are in place, monitoring in place) for the rest of the time. Because August to December is Courtship and Mating season of Dolphin; January-March is matting season of fishing cat; January-April is courtship and mating seasons of Gharial; March to June is mating season of turtle; and migratory birds arrives and stays in August to March.
- (viii) Conduct continuous inspection for leaks prior to and during each construction activity (e.g., concrete pouring).
- (ix) Gradually ramp up the sound levels (pile diving) to scare the dolphins, gharial and other important reptiles away before piling commences. Use pingers upstream and downstream to chase away dolphins and aquatic reptiles. Monitor area for these creatures to ensure they are well away from the piling site – scare them away using pingers if they are within the high noise emission zone prior to noisy construction activities.
- (x) Assorted concrete blocks and geo-bags will be placed below the water surface in a manner that creates small caves and hide-away locations for catfish and other small to medium sized aquatic fauna.
- (xi) Adopt ESCOP 1, 2, 7, 9, 10, 11, 12, 13 and 19

**Critical Habitats:**

- (i) No construction activities during the wet season due to technical difficulties would benefits Dolphin, Gharial, Baghair and other species triggering CH. Monsoon is birth period for Dolphin, nesting & hatching period for Gharial, breeding period of resident birds, breeding and nesting period of turtle (partial).
- (ii) No placement of Jetty in areas where threatened terrestrial fauna can be found.
- (iii) Halting of geo-bag dumping and pile driving when pods of Dolphin are present nearby.
- (iv) Preparation of slope for bank protection work will be as minimum as possible.



- (v) The length of the groin (towards river) has been reduced to avoid the deep scouring area (potentially deep pool area which is a known habitat of Baghair) of the channel.
- (vi) Implementation of works will be appropriately supervised to ensure they are implemented correctly to avoid having to be redone and duplicate adverse impacts.
- (vii) Placement of assorted CC blocks and geo-bags at the toe of the revetments and groins to create small caves and crevasses to favor Baghair and other catfish habits.
- (viii) Implement a strict prohibition of any disturbance/killing/trading of Dolphin, Fishing Cat, Baghair, and other species triggering critical habitat criteria.
- (ix) Adopt ESCOP 1, 2, 7, 9, 10, 11, 12, 13 and 19.

**Protection of Fisheries:** In the construction phase, impacts on fisheries are expected due to the change in water quality due to materials wash water at the construction site, mixing of suspended sediment and substrates in water column etc. The underwater noise might also disturb the fish. In the post construction phase, the expected impacts are disappearance of existing habitat and appearance of new habitat at the revetment sites, disappearance of channel and the submersible Char including the embankments. The impacts of the construction of groins on fisheries resources have been assessed based on the following assumptions:

- (a) Materials wash water from the construction sites as well as from ready mixed concrete machinery may contaminate and cause the river water turbid locally.
- (b) Sloping and leveling the eroded bank of the river for setting up CC blocks may disappear the scour habitats.
- (c) Bank protection work by CC blocks may alter muddy bank habitat to concrete bank habitat, which may cause appearance of new habitats in the aftermath.
- (d) Throwing of plastic bottles, plastic bags and food packaging waste by passengers to the river at Jetty site may degrade aquatic condition of the river locally.
- (e) Construction of groins may deflect the flow, which may hit the opposite bank of the channel and erode the bank as well. In this project, the structure of the groin has been designed in such a way that the deflected flow would not affect the opposite bank of the channel and the submergible Char along with the embankments as well. Therefore, the groins would not affect the bio-periods of fishes.

The available mitigation measures to the Contractor may be as follows:

- (i) No Construction activities in wet season (breeding, spawning, nursing and growing season of major fishes like carp, Air, Baghair, Hilsha and other inland fishes).
- (ii) The extent of river wide construction must be minimized by giving importance to fish and biodiversity.
- (iii) Prohibit fishing by the project worker in the declared fish sanctuary area (including the project AOI).

- (iv) Placement of assorted CC blocks and geo-bags at the toe of the revetments and groins to create small caves and crevices that favor Baghair and other fish habitats.
- (v) Further measures will be detailed out in ESCOP 1, 2, 3, 9, 10, 11, 13, 15.

**Socio-Economic Impacts:** The project implementation requires both local and outsider labors, who are anticipated to work until the implementation period is over. The outsider laborers (which are relatively small) will, therefore, need to stay in the project area for a long time and to interact with the local community. The socio-cultural life in the project area, like rural areas of Bangladesh, is homogenous in terms of their common cultural practices, beliefs, social structures, etc. Because of this homogeneity, any outsiders can encounter socio-cultural shock in the host communities. Thus, the stay of outsider labors may also bring shock for both them and for the host communities. Eventually, social tensions may arise in the project area. Below, mitigation measures against this impact are described. However, the labor influx is expected to be low due to the scale of the project and the expected labor requirement is around 300. A maximum of 200 non-local workers is estimated. However, the maximum possible number of non-local labor in place at a time would not be more than 100, which might be at the time of geo-bag disposal, the most labor-intensive activity. The Contractor will prepare a detailed Labor Management Plan and Procedures to mitigate the labor influx in the local community.

Below describes the mitigation measures against the impacts of labor influx to complement the LMP.

- (a) Unskilled workers who comprise most of the workers may be hired locally/from the host/local communities.
- (b) If required laborers are not found in the local area, laborers from the closest villages may be recruited.
- (c) Develop a good relationship with local community or community leader by Contractor and head of the laborers to maintain peaceful environment with the community.
- (d) Inform and train up laborers on the etiquettes of intermixing with local community.
- (e) Proper accommodation for laborers at the project site with civic facilities.
- (f) Meeting with community leaders to discuss their issues/concerns (if any).
- (g) Develop a grievance redress mechanism to register and resolve related complaints.
- (h) Develop guidelines for training laborers in the Worker's Code of Conduct of Community Mixing.
- (i) All workers must sign and abide by a code of conduct compliant with all project ES conditions.
- (j) Further measures will be implemented according to ESCOP 1, 15, 17, 18.
- (k) Financial contribution to common property resources such as local mosque, temple, etc. under CSR.
- (l) Strong control of the movement of laborers and regular health checkup.
- (m) Arrange medical units for emergency treatment and health guidelines and training laborers regarding health and hygiene.

- (n) Provide health-related equipment such as masks, sanitizers, etc.
- (o) Follow the health-related protocol in the working sites as well as in accommodation place.
- (p) Provide medicine and consultation.
- (q) Health insurance for laborers.
- (r) Provision of Medical or Sick leave.
- (s) Provide health-related equipment to the community as well.

**Protection of Community Disturbance:** Pollution, especially from noise, dust, waste and wastewater and visual obstruction due to construction activities, causes community disturbance and nuisance. The mitigation measures for such impacts are described below:

- (a) Use low sound and low polluting construction equipment.
- (b) Set up workstation at a designated place.
- (c) Transportation of construction materials at night to minimize pressure on roads.
- (d) Setup construction site at a location away from the settlement and major road.
- (e) Construction camps will be established in brownfield sites or areas of minimal impact in consultation with local communities.
- (f) Consultation with the communities to inform them of construction works before they occur.
- (g) Set up a grievance redress committee involving community leaders.
- (h) Spraying water around the construction site.
- (i) Regular meetings with local people and community leaders.
- (j) Adopt mitigation measures proposed against noise, air quality, waste, etc.
- (k) Any other mitigation measures are described in ESCOP 1, 3, 9, 10, 11, 14, 18.

**Control of Soil Pollution:** Project site soil and sediment can be polluted due to disposal of solid and liquid waste of construction works, operation of heavy equipment, pilling activities, oil spillage of construction vehicles, etc. Mitigation measures may be as follows:

- (a) Construction vehicles will remain on compacted gravel roads.
- (b) Fuel, lubricating oil, and used oil storage areas will be in the designated area.
- (c) Daily collection and disposal of construction waste, debris, oil, fuel spillage, used oil etc.
- (d) Covering the road shoulders and slopes by the first growing turf.

**Traffic Management:** Materials carrying vehicles and construction vehicles may damage the environment in the construction area and road and this may be a disturbance to nearby community. Without proper traffic management accidents may also occur. Consequence management and mitigation measures are suggested below:

- (a) Defensive driving training of drivers and proper maintenance of vehicles.
- (b) Establishing diversion roads during the construction.
- (c) Place traffic sign/cautionary sign to avoid undue traffic congestion.
- (d) At night, the passage shall be delineated with lanterns/ suitable light source.
- (e) For regulation of traffic, the flagmen shall be equipped with red and green flags and illuminating vest at night especially near at intersection.
- (f) For protection of river navigation, buoys, lateral buoys and other physical aids to navigation should be placed as and when required
- (g) Development and implementation of site-specific traffic management plan as appropriate.

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

Mitigation Measures are given below:

- (a) The hazardous waste/e-waste to be collected in steel drums and stored in a segregated roofed area and periodically disposed at approved waste disposal facilities.
- (b) The camp site shall have compost pits for treating organic waste and separate bins for collecting the inorganic waste, which shall be disposed at nearest disposal sites.
- (c) Construction camps and site shall always be in clean and tidy conditions and shall be provided with appropriate and adequate facilities for temporary dumping of all types of wastes before their proper disposal.

***De-Commissioning of Facilities after Completion of Works:*** The Contractor is required to remove labor camp at the completion of contract which may pose risk of exposure to dust, generation of liquid and solid waste, noise, vibration for which adequate mitigation measures have to be undertaken as mentioned above. Besides, specially trained persons to be employed to remove potentially hazardous materials from the campsite like insulations or structural elements containing asbestos, electrical components etc. The concrete plant or heavy machineries installed during construction should be dismantled during de-commissioning without causing any harm to the environment and local community and the area is to be cleared off from any debris or residual concrete or other substances.

**GCC Clause 4.21 – Security of the Site:** The Contractor shall provide required security to safeguard its personnel and property, with employing enough security personnel at the Site and Site offices. The Contractor shall:

- (a) conduct appropriate background checks on any personnel retained to provide security;

- (b) 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, PMU personnel, and affected communities; and
- (c) require the security personnel to act within the applicable Laws.
- (d) Provide fencing around the contractor's office and important materials which will be used at sites

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 as per the applicable Laws.

**GCC Clause 4.23(c) – Archeological and Geological Findings:** The Contractor shall protect archeological/cultural or built heritage, whether tangible or intangible and irrespective of legally recognized or protected, from the adverse impacts of construction activities that are linked to excavations, pilling, vibrations from heavy machinery and equipment, or other physical changes including air or water pollution or changes in water level, and support its preservation, primarily through the identification of such findings in safeguard screening documents or consultation with the people in surrounding areas and national or subnational cultural heritage authorities, assess the risks and impacts from the construction activities, and put actions to avoid, mitigate, and/or manage them. Such actions may include halting construction activities, protection of heritage sites, limiting visits, or community-sanctioned movement around the place, etc. and it is important that any protective or conservative measures must coincide with national laws and involve relevant authorities.

'Chance finds Procedure' shall be adopted by the Contractor if previously unknown cultural/ archeological heritage or geological footprint is encountered during construction activities, which may include, but not limited to, a single artifact, an artifact indicating the presence of a buried archaeological site, human remains, fossilized plant or animal remains or animal tracks, or a natural object or soil feature that appears to indicate the presence of archaeological materials, rock/sediment strata containing undefined object, fissures of gases, oil, etc. The procedure will include a requirement to:

- (a) notify relevant authorities of found objects or sites;
- (b) fence-off the area of finds or sites to avoid further disturbance;
- (c) conduct an assessment of found objects or sites by the relevant authority;
- (d) help identify and implement actions consistent with the requirements of national law; and
- (e) train Contractor's Personnel and workers on chance find procedures.

**GCC Clause 6.2 – Rates of Wages and Conditions of Labor:** The Contractor shall:

- (a) provide written agreement of contract to workers and payment slip;
- (b) ensure no discrimination on employment and payment of wages between male and female workers;
- (c) pay wages as per current Labor Law and Government regulation;

- (d) keep records of hours worked, remuneration and deductions (including overtime);
- (e) maintain records of incidents and corresponding Root Cause Analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required (for example, revised job safety analysis, new or different equipment, skills training, and so forth)
- (f) establish a GRM to raise worker grievances; and
- (g) not engage any Child Labor and Forced Labor.

**GCC Clause 6.5 – Working Hours:** Notwithstanding anything contained anywhere, the daily working hours for an adult worker shall be eight (8) hours, excluding breaks for meal and rest, and a worker shall be allowed to work for daily 10 (ten) hours subject to the payment of overtime allowance in accordance with the provision of Section 108 of Bangladesh Labor Act 2006, which is a legal obligation for the contractor. The workers are entitled to enjoy one (1) day for weekly holiday and 11 days of festival holidays in a year with wages.

**GCC Clause 6.28 – Training of Contractor's Personnel:** The Contractor shall brief the workers about their health, hygiene, and safety protocols, and overall ES management regularly and conduct training program for raising awareness and knowledge on ES issues. The Contractor shall promote the methods for implementation of health and safety requirements and provide personal protective equipment (PPE) to the workers. The Contractor will undertake awareness building programs for the workers to prevent sexual exploitation and abuse (SEA) and sexual harassment (SH), regularly consult with the workers both male and female, brief them about behavioural matter to avoid any SEA/SH and sexually transmitted diseases (STDs) and communicable diseases.

The Contractor is to arrange training for the workers on the following issues:

- (a) GBV/SEA/SH (Gender Based Violence/Sexual Exploitation and Abuse/ Sexual Harassment, Codes of Conduct)
- (b) Health and hygiene
- (c) Occupational Health and Safety
- (d) Community Health and Safety
- (e) Awareness training about communicable diseases like STDs, HIV/AIDs etc.
- (f) Efficient use of resources and prevention of pollution
- (g) Standard operating procedures (SOP) for construction works
- (h) Emergency Procedure and Response
- (i) Waste Management

The Contractor will indicate the duration, frequency and timing of these training. The details of the training shall be documented and made available to the PMU for monitoring.

The Contractor will need to maintain labour relations with local communities through a code of conduct (CoC). The CoC commits all persons engaged by the Contractor, including sub-

contractors and suppliers, to acceptable standards of behaviour. The CoC must include sanctions for non-compliance, including non-compliance with specific policies related to gender-based violence, sexual exploitation and sexual harassment (e.g., termination). The CoC should be written in plain language (both English and Bangla) and signed by each worker indicate that they have:

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

A copy of the CoC shall be displayed in various locations in and around the Site that is easily accessible to the community and the Contractor's Personnel.

The Employer will arrange a one-day training at Site for the top level of Employer's Personnel and senior citizens of local communities to provide knowledge and management of ES and Codes of Conduct Practices to be followed by the Contractor's Personnel during execution of Works.

**ES Monitoring:** The purpose of the compliance monitoring is to ensure that the Contractor implements the mitigation measures mentioned in the C-ESMP effectively and timely. This monitoring will generally be carried out by the Civil Engineer to be recruited by the Contractor, Project Supervision Consultant of the Employer and PMU specialist with the help of checklists to be prepared on the basis of the mitigation measures. It is to be noted that monitoring will be carried out regularly by the Contractor and the PMU as and when necessary. A sample checklist has been shown in Table below.

**Table: Environmental Compliance Monitoring by Visual observation during construction phase**

Monitored Parameter/ Issues	Monitoring Method/ Key Aspects	Location of Monitoring	Frequency of Monitoring	Responsible
Safety orientation and training of workers	Frequency of training and orientation of workers for safety.	Construction Site and other places as mentioned above	<ul style="list-style-type: none"> <li>Once a month</li> <li>Reporting: Once a month</li> </ul>	Contractor  Project Supervision Consultant  PMU  BWDB
Personal Protective Equipment	Ensure that every single person involved in the activities wears and uses safety equipment.		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Worker's health	Monitoring process of worker's health		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Sanitation and drinking water facility to the workers	Availability of safe drinking water and sanitation to the workers		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Incident record and reporting	Documented record of all incidents, accidents and remedial processes.		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Site security/ Fencing at the site	Isolation of site from general access by fencing, restriction of the un-authorized entry in the site.		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	

Monitored Parameter/ Issues	Monitoring Method/ Key Aspects	Location of Monitoring	Frequency of Monitoring	Responsible
Bulletin/ announcement boards/ prohibition signs	Visible in good condition or not		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Equipment /vehicles	-Switched-off diesel engines when not in use -Search any possible leakage -Fueling.		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Dust	Dust is visible or not		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Noise	Using a portable noise detector		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Oily waste generation and disposal	Quantity of oily waste, storage and disposal		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a week</li> </ul>	
Solid waste generation	Quantity of solid waste and disposal		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Gender equity	Direct survey in the field by interviews with the women in order to ensure that there are not any gaps between male and female.		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Child labor and Forced Labor	No child and Forced Labor will be engaged in the activities.		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Handling of hazardous materials	Fueling, storage, operation		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	
Traffic movement	Inspection and record keeping		<ul style="list-style-type: none"> <li>Daily</li> <li>Reporting: Once a month</li> </ul>	

### Payment for ES Requirements

All the ES requirement-related costs are included in the BOQ items and payment will be made based on the progress of the activities mentioned above. Unless otherwise specifically provided as itemized costs in the BOQ sections, the cost incurred by the Contractor for any of these ES interventions shall be deemed to have been covered by the Contractor's relevant main item of Works.



## Contractor's Representative and Key Personnel

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.*

*Where a Project SEA risks are assessed to be substantial or high, the Employer shall include a Sexual Exploitation, Abuse and Harassment expert(s).]*

**Contractor's Representative and Key Personnel**

<b>Item No.</b>	<b>Position/specialization</b>	<b>Relevant academic qualifications</b>	<b>Minimum years of relevant work experience</b>
1	Contractor's Representative		
2	<i>[Environmental]</i>	<i>[e.g., degree in relevant environmental subject]</i>	<i>[e.g. [years] working on road contracts in similar work environments]</i>
3	<i>[Health and Safety]</i>		
4	<i>[Social]</i>		
5	Sexual Exploitation, Abuse and Harassment  <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse, and sexual harassment cases]</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse, and sexual harassment]</i>
6	<i>[If the contract has been assessed to present potential or actual cyber security risks, the Bidder must be required to include Cyber security expert/s among the Key Personnel.]</i>		
7	<i>modify as appropriate</i>		

## **Drawings (Volume II of II)**

Provided in Volume II of II.  
**(Separate Volume-II Part A and Part B)**

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

## Section VIII - General Conditions (GC)

**Red Book:**

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

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

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## **Section IX - Particular Conditions**

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

## Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	5% (five percent)
Employer's name and address	1.1.31	Project Director, Jamuna River Sustainable Management Project-1 (BWDB Component) Address: Pani Bhaban, Level 4, Block H, Room No. 417, BWDB, 72 Green Road, Dhaka-1205, Bangladesh. E-mail: <a href="mailto:pd.jrsmpwdb@gmail.com">pd.jrsmpwdb@gmail.com</a>
Engineer's name and address	1.1.35	Construction Supervision and Management Consultant [to be appointed by the Employer].
Bank's name	1.1.89	The World Bank
Borrower's name	1.1.90	The People's Republic of Bangladesh
Time for Completion	1.1.84	24 months
Defects Notification Period	1.1.27	365 days. (one year)
Sections	1.1.73	N/A
Electronic transmission system	1.3 (a) (ii)	E-mail designated for the purpose.
Address of Employer for communications:	1.3(d)	Project Director, Jamuna River Sustainable Management Project-1 (BWDB Component) Address: Pani Bhaban, Level 4, Block H, Room No. 417, BWDB, 72 Green Road, Dhaka-1205, Bangladesh. E-mail: <a href="mailto:pd.jrsmpwdb@gmail.com">pd.jrsmpwdb@gmail.com</a>
Address of Engineer for communications:	1.3(d)	[To be inserted before contract signing]
Address of Contractor for communications:	1.3(d)	[To be inserted before contract signing]
Governing Law	1.4	The laws of the People's Republic of Bangladesh
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	As in Sub-Clause 1.6
Number of additional paper copies of Contractor's Documents	1.8	Three (3)
Total liability of the Contractor to the Employer	1.15	110% of the Accepted Contracted Amount _____ (sum)

Conditions	Sub-Clause	Data
under or in connection with the Contract		
Site	1.1.74	Defined in Section VII (Works' Requirements)
Time for access to the Site	2.1	No later than the Commencement Date.
Engineer's Duties and Authority	3.2	<p>In addition to the duties and authority given under this Contract, the Engineer will review and update the drawings during construction stage, make modifications (if required), prepare the detailed design, supervise and monitor the construction works, and manage the Contract on behalf of the Employer. In doing such work by the Engineer, if there is a necessity of financial implication (like, amendment of contract, variation of contract amount, except the works carried out under Provisional Sum), the Engineer will take prior consent from the Employer before communicating his/her decision to the Contractor.</p> <p>In addition, Tangail SMO (Tangail Water Development Division of BWDB) will also carry out top level supervision and monitoring of the construction works as being part of the Employer from Operation &amp; Maintenance (O&amp;M) perspective when the works will be undergone for O&amp;M phase. Any instructions resulting from the above shall be communicated to the Contractor by the Engineer. Any instructions resulting from the above shall be communicated to the contractor by the Engineer.</p>
Cyber security- Contractor's obligations	4.1	N/A
Performance Security	4.2	The Performance Security will be in the form of a demand guarantee in the amount(s) of [9%] percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Environmental and Social (ES) Performance Security	4.2	The ES Performance Security will be in the form of a "demand guarantee" in the amount(s) of [1%] of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notification of errors in the items of reference	4.7.2 (a)	28 Days
Period of payment for temporary utilities	4.19	The Employer shall not provide any temporary utilities for the Contractor's use.

Conditions	Sub-Clause	Data
Number of additional paper copies of progress reports	4.20	Five (5) copies
Cyber security	4.20	N/A
Cyber security-immediate reporting	4.20	N/A
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	20% (twenty percent)
Parts of the Works for which subcontracting is not permitted	5.1(b)	Except ‘Protective Works’, all other works are not permitted to subcontract.
Engagement of Staff and Labour	6.1	The Contractor shall allocate not less than 30% of the total labour cost under the contract to the employment of local Contractor’s Personnel (local labour) with appropriate skills and experience.
Normal working hours	6.5	As per the existing Labor Laws of Bangladesh
Number of additional paper copies of program	8.3	Five (5) copies
Delay damages payable for each day of delay	8.8	0.05% of the Accepted Contract Amount, less Provisional Sum for DAAB.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.
Method of measurement	12.2	As described in the Specifications, BOQ section of the Tender Document.
Percentage profit	12.3	As stated under 1.1.20 above
Cyber security- Variation	13.3.1(a)	N/A
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	This is not applicable for Provisional sum for cost of service of DAAB.
Total advance payment	14.2	10% of the Accepted Contract Amount (less Provisional Sums) payable in the currencies and proportions in which the Accepted Contract Amount is payable.



Conditions	Sub-Clause	Data
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums is 20% (b) percentage deductions for the repayment of the Advance Payment shall be 25%. Provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount Less Provisional Sums has been certified for payment.
Period of payment	14.3	Each month or 5% of the Accepted Contract Amount less Provisional Sums which comes later but the total number of Interim Payments (except the final payment) shall not be more than 20.
Number of additional paper copies of Statements	14.3(b)	Five (5) copies
Percentage of retention	14.3(iii)	10%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%
Plant and Materials	14.5(b)(i)	N/A
	14.5(c)(i)	N/A
Minimum Amount of Interim Payment Certificates	14.6.2	5% of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	N/A
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	28 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days

Conditions	Sub-Clause	Data
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	<b>Local Currency Payment:</b> 1% above the Bank Rate published by Bangladesh Bank on its website ( <a href="https://www.bb.org.bd/en/index.php">https://www.bb.org.bd/en/index.php</a> ). <b>Foreign Currency Payment:</b> At the prevailing interbank offered rate of the country of the currency.
Number of additional paper copies of draft Final Statement	14.11.1(b)	Five (5) copies
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	Flood, cyclone, earthquake, tornado, etc.
Permitted deductible limits	19.1	insurance required for the Works: <b>USD 5000.00 per occurrence.</b> insurance required for Goods: <b>USD 2,000.00 per occurrence.</b>  insurance required for liability for breach of professional duty: <b>Not Applicable</b>  insurance required against liability for fitness for purpose: <b>Not Applicable</b> insurance required for injury to persons and damage to property: <b>USD 500.00</b> for each and every incident. insurance required for injury to employees: <b>USD 100.00</b> for each and every incident and for each person.
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	15% Extent of insurance for Works is 1.15 times the Accepted Contract Amount.  Contractor's All Risk (CAR) Policy is to be provided.
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	Flood, cyclone, earthquake, tornado, etc.

Conditions	Sub-Clause	Data
Extent of insurance required for Goods	19.2.2	Full replacement values including delivery to Site. Contractor's All Risk (CAR) Policy is to be provided.
Amount of insurance required for Goods		Full replacement values including delivery to Site. Contractor's All Risk (CAR) Policy is to be provided.
amount of insurance required for liability for breach of professional duty	19.2.3(a)	Not Applicable
Insurance required against liability for fitness for purpose	19.2.3(b)	Not Applicable
Period of insurance required for liability for breach of professional duty	19.2.3	Not Applicable
Amount of insurance required for injury to persons and damage to property	19.2.4	For injury to person: USD 10,000.00 for each and every occurrence and for each person without limit of occurrence.  For Property: USD 50,000.00 for each and every occurrence without limit of occurrence.
Other insurances required by Laws and by local practice (give details)		To be determined by the Contractor.
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One sole Member
List of proposed members of DAAB	21.1	If the Contract is with the foreign Contractor (or if the lead partner is a foreign contractor): Proposed by Employer To Be Determined I. If the Contract is with domestic Contractor: Proposed by the Employer I. XXX If the Contract is with the foreign Contractor (or if the lead partner is a foreign contractor): Proposed by Contractor I.----- If the Contract is with domestic Contractor: Proposed by the Contractor I.-----

Conditions	Sub-Clause	Data
Rules of arbitration	21.6(a)	Sub-Clause 21.6(a) of PART B – Special Provisions shall not apply.
	21.6 (b)	Sub-Clause 21.6(b) of PART B – Special Provisions shall not apply.
Place of arbitration	21.6(a)	Not Applicable

**Table: Summary of Sections (if any) [Not applied]**

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

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

## Part B - Special Provisions

### Sub-Clause 1.1.49

The Sub-Clause is replaced with:

#### Laws

**“Laws”** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”

### Sub-Clause 1.1.74

The Sub-Clause is replaced with:

#### Site

**“Site”** means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”

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

### Sub-Clause 1.1 89 Bank

**“Bank”** means the financing institution (if any) named in the Contract Data.

### Sub-Clause 1.1.90

#### Borrower

**“Borrower”** means the person (if any) named as the borrower in the Contract Data.

### Sub-Clause 1.1.91

#### ES

**“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).

### Sub-Clause 1.1.92

#### Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)

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

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

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

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

### Sub-Clause 1.2

#### Interpretation

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

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

“he/she” is replaced with:” it”;

“him/her” is replaced with “it”;

“his” and “his/her” are replaced with: “its”;

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

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

sub-paragraph (k) is added:

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

#### **Sub-Clause 1.5**

##### **Priority of Documents**

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

- (f) “ the Particular Conditions Part C- Fraud and Corruption;
- (g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;
- (h) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;”

and the list renumbered accordingly.

#### **Sub-Clause 1.6**

##### **Contract Agreement**

The last paragraph is replaced with:

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

#### **Sub-Clause 1.12**

##### **Confidentiality**

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

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

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

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

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

**Inspections & Audit by the Bank**

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

**Sub-Clause 2.4**

The first paragraph is replaced with:

**Employer’s Financial Arrangements**

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

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

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

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

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

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

“The Employer shall supply to the Contractor the Employer-Supplied Materials listed in the Specification, at the time(s)

stated in the Specification (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

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

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

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

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

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

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

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

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

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



transporting Goods or Contractor's personnel to or from the Site."

**Sub-Clause 3.1**

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

**The Engineer**

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

**Sub-Clause 3.2**

**Engineer's Duties and Authority**

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

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
  - (i) in an emergency situation as determined by the Engineer; or
  - (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

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

**Sub-Clause 3.3**

**Engineer's Representative**

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

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

**Sub-Clause 3.4**

**Delegation by the Engineer**

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

"If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly

perform their assigned duties and/or exercise their delegated authority.”

**Sub-Clause 3.6**

**Replacement of the Engineer**

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

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

**Sub-Clause 4.1**

**Contractor’s General Obligations**

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

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

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

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

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

“The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit to the Engineer for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream, and road diversions, quarrying or extraction of materials, concrete batching, and

asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

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

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively. “if so stated in the Specification, the Contractor shall:

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

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

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

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

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

Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to

establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.”

**Sub-Clause 4.2****Performance Security  
and ES Performance  
Security**

The first paragraph is replaced with:

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

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

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer’s Liability;

15.2- Termination for Contractor’s Default;

15.5- Termination for Employer’s Convenience.

**Sub-Clause 4.2.1****Contractor’s  
obligations**

The first paragraph is replaced with:

“The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank or financial institution selected by the

Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form agreed by the Employer.”

Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”

**Sub-Clause 4.2.2**  
**Claims under the**  
**Performance Security**

The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.”

**Sub-Clause 4.2.3**  
**Return of Performance**  
**Security**

In sub-paragraph (a) “21 days” is replaced with: “28 days”.

**Sub-Clause 4.3**  
**Contractor’s**  
**Representative**

The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

**Sub-Clause 4.6**  
**Co-operation**

The following is added after the first paragraph:

“The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.”

**Sub-Clause 4.8**  
**Health and Safety**  
**Obligations**

The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):

“

- (h) provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;
- (i) actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, and provision of personal protective equipment without expense to the Contractor’s Personnel;
- (j) put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from

a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;

- (k) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment."

The second and third paragraphs are replaced with the following:

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

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

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

- (a) which shall include at a minimum:
  - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment, and processes under the control of the Contractor, including control measures for chemical, physical and biological substances, and agents;
  - (ii) details of the training to be provided, records to be kept;

- (iii) the procedures for prevention, preparedness, and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks, or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather, or lack of early warning);
  - (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
  - (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;
  - (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and
- (b) any other requirements stated in the Specification.

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

#### **Sub-Clause 4.15**

##### **Access Route**

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

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

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

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

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

“The Contractor shall take all necessary measures to:

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

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

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

**Sub-Clause 4.20**  
**Progress Reports**

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

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

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

“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident, or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual



abuse, or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

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

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

#### **Sub-Clause 4.21**

#### **Security of the Site**

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

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

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

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

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

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

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

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

**Sub-Clause 4.23**

**Archaeological and Geological Findings**

The first paragraph is replaced with the following:

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

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

**Sub-Clause 4.24**

**Suppliers (other than Subcontractors)**

**4.24.1 Forced Labour**

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

**4.24.2 Child labour**

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

#### **4.24.3 Serious Safety Issues**

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

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

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

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

#### **Sub-Clause 4.25 Code of Conduct**

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

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

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

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas

outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel, and the local community.

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

**Sub-Clause 5.1**  
**Subcontractors**

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

"The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.25 above."

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

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

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

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

**Sub-Clause 5.2.2**  
**Objection to Nomination**

In sub-paragraph (c):

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

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

The following is then added as (iii):

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

**Sub-Clause 6.1**

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

**Engagement of Staff and Labour**

“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.

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

**Sub-Clause 6.2****Rates of Wages and Conditions of Labour**

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

“The Contractor shall inform the Contractor’s Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances, and any benefits as are subject to tax under the Laws of the Country for the time being in force.

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

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

**Sub-Clause 6.5 Working Hours**

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

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

**Sub-Clause 6.6****Facilities for Staff and Labour**

The following is added as the last paragraph:

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

**Sub-Clause 6.7****Health and Safety of Personnel**

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

“Except as otherwise stated in the Specification, the Contractor...”

**Sub-Clause 6.9****Contractor’s Personnel**

The Sub-Clause is replaced with:

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

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [*Contractor’s Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

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

or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

**Sub-Clause 6.10**

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

**Contractor's Records**

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

**Sub-Clause 6.12**

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

**Key Personnel**

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

**The following Sub-Clauses 6.13 to 6.27 are added after sub-clause 6.12**

**Sub-Clause 6.13**

**Foreign Personnel**

The Contractor may bring into the Country 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.

<b>Sub-Clause 6.16</b> <b>Measures against Insect and Pest Nuisance</b>	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.
<b>Sub-Clause 6.17</b> <b>Alcoholic Liquor or Drugs</b>	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.
<b>Sub-Clause 6.18</b> <b>Arms and Ammunition</b>	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.
<b>Sub-Clause 6.19</b> <b>Festivals and Religious Customs</b>	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
<b>Sub-Clause 6.20</b> <b>Funeral Arrangements</b>	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.
<b>Sub-Clause 6.21</b> <b>Forced Labour</b>	<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>



**Sub-Clause 6.22****Child Labour**

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological, or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment, or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**Sub-Clause 6.23****Employment Records of Workers**

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

Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

**Sub-Clause 6.24**

**Workers' Organisations**

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

**Sub-Clause 6.25**

**Non-Discrimination and Equal Opportunity**

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers, and children (of working age in accordance with Sub-Clause 6.22).

**Sub-Clause 6.26**

**Contractor's Personnel Grievance Mechanism**

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to

the nature, scale, risks, and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

#### **Sub-Clause 6.27**

##### **Training of Contractor's Personnel**

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

#### **Sub-Clause 7.3 Inspection**

The following is added in the first paragraph after "Employer's Personnel" "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)"

The following is added as (b) (iv):

"(iv) carryout environmental and social audit, and"

#### **Sub-Clause 7.7**

The following is added before the first paragraph:

**Ownership of Plant and Materials**

“Except as otherwise provided in the Contract,”

**Sub-Clause 8.1**

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

**Commencement of Work**

“The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.”

**Sub-Clause 8.3**

The following is added as Sub-Clause 8.3(1):

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

<b>Sub-Clause 11.7</b> <b>Right of Access after Taking Over</b>	<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>
<b>Sub-Clause 13.3.1</b> <b>Variation by Instruction</b>	<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; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”</p>
<b>Sub-Clause 13.4</b> <b>Provisional Sums</b>	<p>The following is inserted as the penultimate paragraph:</p> <p>“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.”</p>
<b>Sub-Clause 13.6</b> <b>Adjustments for Changes in Laws</b>	<p>The following paragraph is added at the end of the Sub-Clause:</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 provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”</p>
<b>Sub-Clause 14.1</b> <b>The Contract Price</b>	<p><b><i>[Note to the Employer: include one of the following two alternative texts as applicable]</i></b></p> <p><i>The following is added at the end of the Sub-Clause:</i></p> <p><b><i>[ Alternative 1]</i></b></p> <p><i>“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”</i></p>

**[Alternative 2]**

*“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise, the security shall be called in the full amount remaining.”*

**Sub-Clause 14.2.1****Advance Payment  
Guarantee**

The first paragraph is replaced with:

“The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form acceptable to the Employer.”

<b>Sub-Clause 14.3</b>	The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i> : “any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement).”
<b>Application for Interim Payment</b>	
<b>Sub-Clause 14.6.2</b>	“and/or” from subparagraph (b) is deleted.
<b>Withholding (amounts in an IPC</b>	<p>The following is then added as subparagraph (c) and (d) and sub-paragraph (c) of the Sub-Clause is renumbered as (e):</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"><li>(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;</li><li>(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;</li><li>(iii) failure to implement the C-ESMP e.g., failure to provide required training or sensitization;</li><li>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li><li>(v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;</li><li>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s);</li></ul> <p>(d) if the Contractor fails to materially comply with the Contractor’s Local Labour Method Statement, an assessed</p>

amount, as determined by the Engineer, may be withheld until such an obligation has been met.”

The following is added as penultimate paragraph: “As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed.”

#### **Sub-Clause 14.7**

##### **Payment**

At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):

“(iii) at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and”

At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted:

“or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”

#### **Sub-Clause 14.9**

##### **Release of Retention Money**

The following is added at the end of Sub-Clause 14.9:

“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods.



The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security.”

**Sub-Clause 14.15**  
**Currencies of Payment**

Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.

**Sub-Clause 15.1**  
**Notice to Correct**

“and” is deleted from (b) and

“.” is replaced by: “; and” in (c).

The following is then added as (d)

“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”

In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”

**Sub-Clause 15.2.1**  
**Notice**

Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”

**Sub-Clause 15.8**  
**Fraud and Corruption**

The following new Sub-Clause is added:

“ 15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.

15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to

be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.”

**Sub-Clause 16.1**

**Suspension by  
Contractor**

The following paragraph is inserted after the first paragraph:

“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”

**Sub-Clause 16.2.1**

**Notice**

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

At the end of sub-paragraph (i): “; or” is replaced with: “.”

sub-paragraph (f) is replaced with:

“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

**Sub-Clause 16.2.2**

**Termination**

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

“In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”

**Sub-Clause 16.3**

**Contractor’s Obligations  
After Termination**

*[If the Employer has made available any Employer- Supplied Materials and/or Employer’s Equipment in accordance with Sub-Clause 2.6, include the following:]*

“and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:

“

- (c) deliver to the Engineer all Employer- Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied materials and Employer’s Equipment]*; and
- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”

**Sub-Clause 17.1  
Responsibility for Care of  
the Works**

*[If Employer- Supplied Materials are listed in the Specification for the Contractor’s use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment]]*

After the two instances of “Goods” in the last paragraph, the following is added: “Employer- Supplied Materials”.

*[If Employer’s Equipment are listed in the Works’ Requirements for the Contractor’s use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment]]*

After the two instances of “Goods” in the last paragraph, the following is added: “, Employer’s Equipment,”.

**Sub-Clause 17.7  
Use of Employer’s  
Accommodation/Facilities**

The following Sub-Clause is added as 17.7:

“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.”

**Sub-Clause 18.1  
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;”

<b>Sub-Clause 18.4 Consequences of an Exceptional Event</b>	<p>The following is added at the end of sub-paragraph (b) after deleting the “.”:</p> <p>“, 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].”</p>
<b>Sub-Clause 18.5 Optional Termination</b>	<p>In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”.</p>
<b>Sub-Clause 19.1 General Requirements</b>	<p>The following paragraphs are added after the first:</p> <p>“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.</p> <p>This agreement of terms shall take precedence over the provisions of this Clause.”</p>
<b>Sub-Clause 19.2 insurance to be provided by the Contractor</b>	<p>The following is inserted as the first sentence in Sub-Clause 19.2:</p> <p>“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.”</p>
<b>Sub-Clause 19.2.5 Injury to employees</b>	<p>The second paragraph is replaced with:</p> <p>“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.”</p>
<b>Sub-Clause 20.1 Claims</b>	<p>In a): “any additional payment” is replaced with “payment”.</p>
<b>Sub-Clause 20.2 Claims for Payment and/or EOT</b>	<p>The first paragraph is replaced with:</p> <p>“If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”</p>

- Sub-Clause 21.1**  
**Constitution of the DAAB**
- In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of DAAB Agreement.”
- After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”
- Sub-Clause 21.2**  
**Failure to Appoint DAAB Member (s)**
- For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”
- Sub-Clause 21.6**  
**Arbitration**
- In the first paragraph, “unless otherwise agreed by both Parties:” is deleted and replaced with: “ The Parties agree:”
- Sub-Clause 21.6**  
**Arbitration**
- In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:
- “arbitration. Arbitration shall be conducted as follows:
- (a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].
  - (b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.”

## **Appendix- General Conditions of DAAB Agreement**

- 1. Definitions** In Sub-Clause 1.8 a(i): “authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative or authorised representative of the Employer”.
- 2. General Provisions** Sub-Clause 2.2 is deleted in its entirety.
- 3. Warranties** Sub-Clause 3.3 is deleted and replaced with the following:

“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:

- a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;
- b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;
- c) has received formal training as an adjudicator from an internationally recognized organization;
- d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
- e) has experience in the interpretation of construction and/or engineering contract documents;
- f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and
- g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”

#### **7. Confidentiality**

In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added:

“or (d) is being provided to the Bank.”

#### **9. Fees and Expenses**

In Sub-Clause 9.1 (c): “business class or equivalent” is replaced with: “in less than first class”.

In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively.

## Particular Conditions

### Part C- Fraud and Corruption

*(Text in this Particular Conditions - Part C shall not be modified)*

#### 1. Purpose

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

#### 2. Requirements

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

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner<sup>1</sup>; (ii) to be a nominated <sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to

---

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

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



receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

## Particular Conditions

### Part D- Environmental and Social (ES)

#### Metrics for Progress Reports

*[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.]*

*Metrics for regular reporting:*

- a. environmental incidents or non-compliances with contract requirements, including contamination, pollution, or damage to ground or water supplies;*
- b. health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. status of all permits and agreements:*
  - (i) work permits: number required, number received, actions taken for those not received;*
  - (ii) status of permits and consents:*
    - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
    - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
    - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);

- for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. *health and safety supervision:*
- (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
  - (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. *worker accommodations:*
- (i) number of expats housed in accommodations, number of locals;
  - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
  - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
- (i) number of new workers, number receiving induction training, dates of induction training;
  - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
  - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.

- (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
  - (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
  - (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution, and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
  - (i) Worker grievances;
  - (ii) Community grievances
- l. *Traffic, road safety and vehicles/equipment:*
  - (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

- (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

*m. Environmental mitigations and issues (what has been done):*

- (i) dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
- (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
- (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

*n. compliance:*

- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

- (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

## Particular Conditions

### Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

*[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]*

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

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

Contract reference *[insert contract reference]*

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

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (d) above</b>)</p>

Name of Employer: _____
Name of Project: _____
Contract description: _____
Brief summary of evidence provided: _____
_____
Contact Information: (Tel, email, name of contact person): _____
_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

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

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

Countersignature of authorized representative of the Contractor:

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

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



## Section X - Contract Forms

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## Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

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

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>

Contract price:	<i>[insert contract price of the successful Bidder]</i>
Total combined score:	<i>[insert the total combined score of the successful Bidder]</i>

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

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

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

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

**4. How to request a debriefing**

**DEADLINE:** The deadline to request a debriefing expires at midnight on **[insert date]** (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**DEADLINE:** The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* **(local time)**.

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

### Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](#)" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

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

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

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

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

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

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

### Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

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

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

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

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

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

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**



## Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Employer”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the addenda Nos \_\_\_\_\_ (if any);
  - (d) the Particular Conditions;
  - (e) the General Conditions;
  - (f) the Specification;
  - (g) the Drawings; and
  - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
    - i. the ES Management Strategies and Implementation Plans;
    - ii. Code of Conduct for Contractor’s Personnel (ES); and
    - iii. Local Labour Method Statement.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year specified above.

Signed by \_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_ (for the Contractor)

## Performance Security: Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

## Environmental and Social (ES) Performance Security

### ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *\_ [Insert date of issue]*

**ES PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

## Advance Payment Security

### -Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

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

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

We have been informed that \_\_\_\_\_ (hereinafter called “the Applicant”) has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (\_\_\_\_\_) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) <sup>1</sup> upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>2</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



# Retention Money Security

## Demand Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_ [Insert guarantee reference number]

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

We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_) [amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>2</sup> Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."