

BID DOCUMENT

Contract title: Land Development
Package: WD11-BSMSN- BEZA

VOLUME 02 (Amended)

PART 1 – Bidding Procedures

Section IV: Bidding Form

Bill of Quantities

Section V - Eligible Countries

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Procurement Document

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PART 1 – Bidding Procedures

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Section IV: Bidding Form; Bill of Quantities

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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 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, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 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 in accordance with as described in Bid Document.
9. The first running bill will not be processed subject to satisfactory completion of all necessary pre-work like construction of site office for engineers, labour accommodation with supply of toilet, septic tank, storm water drainage system, waste management and disposal, drinking water, personal protective equipment etc.
10. Quantities of earthworks in fill are fixed in respect of the supplied designed Longitudinal Profile, plan and cross-section. If any change design is made during execution, the changed volume of earthwork will be incorporated keeping the pre-designed survey unchanged.
11. Usable materials salvaged from within the site are the property of the BEZA and shall be applied to the works as indicated in the Bill of Quantities.
12. Only materials and work complying fully with all specified requirements shall be eligible for payment under the Contract.
13. The Bidder is responsible for ensuring the necessary tests and measurements are carried out field and at the laboratory fixed by BEZA in order to ensure that the work complies



with the specifications. The Bidder shall give 24 hours notice of each item of work, which is due for testing. Any item of work, which is covered or buried without tests being carried out, may be rejected by the Engineer. Bidder's quoted rate for each item of work shall be inclusive of such test fees.

14. No additional item of work of any nature shall be undertaken before a written order by the Engineer has been issued to the Contractor in this respect and a rate agreed. If there is no agreement between the Bidder and the Engineer on the rate, then the Engineer may instruct the Bidder to proceed with the work according to contract conditions
15. Bills will not be processed without satisfying completion of items as described in Bill no.-B : Environmental Compliance.
16. Approximate dredging point for the dredging works will be minimum 1.5 km from the shoreline. While dredging, the contractor needs to comply with the Environmental and Social framework of the World Bank including the consideration regarding the impact on Marine Ecosystem.

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—Land filling works;

Bill No. 2— Environmental Compliance.

Bill No. 3— Provisional Sums

and

Summary Bill of Quantities.

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. If BDS-ITB 15.1 (b) applies Bidders shall price the Bill of Quantities in the applicable currency or currencies

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Bill No. 1: Land Development Works

[illegible]

Item No	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency # 1			Foreign Currency # 2			Foreign Currency # 3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2 (OMC) of filled soil all necessary arrangements to fill-up soil and compaction of soil shall not be less than 85% of Maximum Dry Density (MDD) at frequency of 1 test per 1 lakh cubic meter of filling in 100 (Hundred) locations and Cone Penetration Test (CPT) at the interval of 1 test per 1 lakh cubic meter of filling in 100 (Hundred) locations with reference to laboratory density test AASHTO modified hammer with suitable equipment dressing, levelling etc. at contractor own cost from BUET/CUET/RUET/KUET/Equivalent, unless otherwise directed by the Engineer-in-Charge. The rate is inclusive of cost of all materials, their carriages, hire charges of dredger and all other machines, equipment for filling soil as per specification, fuels, lubricants, wages of operational staff and all incidental charges in this connection including construction of necessary dykes/bunds/protection works to prevent and protect the reclaimed earth and the entire sites in good conditions as required. Location of river/ sea bed minimum 1.5 km away from river/ sea bank from	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Item No	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency # 1			Foreign Currency # 2			Foreign Currency # 3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	where earth will be collected and quality of soil must have prior approval from the Engineer-in-Charge. In no circumstances, earth shall be borrowed from agricultural/homestead land. The earth has to be collected from river/canal/sea bed by avoiding any detrimental impact on the river channel.														
5	Providing and maintaining semi pucca site office as per drawing with necessary furniture, sanitary & electrical/ power facilities with full time Air-Conditioned, water supply arrangement, office and survey equipment for the use of the Engineer and his staff, all complete including removal of structures and restoration of the site on completion of the work. The contractor shall submit the detailed plan and drawing of the site office for approval of the engineer. The site office should be provided with sufficient natural light, heat protecting ceiling, dam proofing etc. as per direction of E-I-C. All materials, equipment and plant, furniture, fittings recovered from dismantling the office and removing access road will be the property of the contractor upon completion of	Job	1												

Item No	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency # 1			Foreign Currency # 2			Foreign Currency # 3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	the work. The contractor will be responsible for maintaining the facilities of site office in good condition throughout the contract period. Area of field office: minimum 90 sqm plinth area (Drawing-Attachment 4)														
6	RTK GPS with Controller and Post Processing Software (Permanent license) Model: Leica- GS18 Base & GS18I Rover or Equivalent Country of Origin: Switzerland/USA/UK/France/Germany/EU countries	Set	1												
7	Supply of Drone Model: DJI Mavic 3E or Equivalent with RTK Module, DRTK-2 Mobile Station with Tripod & DJI Terra pro (1 user permanent license)	Pcs	1												
Total for Bill No. 1: (Carried forward to Summary, p.____)															

Bill No. 2: Environmental, Social, Occupational Health and Safety

Item no.	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency #1			Foreign Currency #2			Foreign Currency #3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	A. Environment Related Activities														
1	Preparation and updating of CESMP Included in project preparation cost & Existing utilities Included in engineering cost and required NOCs.	LS	1.00												
2	Conduct Air Quality Monitoring (at least 04 locations) (PM2.5, PM 10.0, SPM, CO2, NOX,SOX) baseline and 1 time/quarter including sample collection, monitoring, reagent/accessories and reporting.	Nos	36.00												
3	Noise sampling and testing in the nearby receptors for every week including baseline covering 04 camps 04 sites 01 office site including baseline survey (at least 04 places) 04 times/weekly (4 locations*105 times) including sample collection, monitoring, reagent/accessories and reporting.	Nos	420.00												
4	Surface water quality sampling and testing of nearby waterbodies/canals receiving wastewater for every month including baseline covering 04 nearby waterbodies(parameters: pH, DO, TDS, Turbidity, Temperature, TSS, BOD, COD, Lead, Iron, Zinc, Cadmium, Arsenic, Chloride, Oil & Grease) (4 location * 25 times) document including sample collection, monitoring, reagent/accessories and reporting.	Nos	100.00												



Item no.	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency #1			Foreign Currency #2			Foreign Currency #3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
5	Dredging Sediment Toxicity Test (5 locations) (Parameters: pH, Total N, Total S, Total P, Total Cn, PCBs, NH4+, Oil & Grease, Heavy Metals: As, Cd, Cr, Cu, Hg, Pb, Zn). 5 locations/quarter including baseline covering sample collection, monitoring, reagent/accessories and reporting.	Nos	45.00												
6	Drinking water Quality testing of 04 construction camps including baseline for every quarter of the construction period. (Parameters: pH, Turbidity, TDS, Hardness, total Cr, Cu, Fe, Mn, Mg, Na, Zn SS, Temperature, Total Coliform, Faecal Coliform, Total N, Nitrate, Sulphate) (3 locations in a time period * 09 times) including sample collection, monitoring, reagent/accessories and reporting.	Nos	27.00												
7	Implementation of Site specific Environment Management Plan , Contractor's Environmental Action Plan (CEAP) satisfying the provision of Section VII & Schedule E of the bidding document, obtaining approval of the same from the Engineer and maintenance of such approved plan during the entire period of Construction as follows:														
7.1	Drinking Water Facilities: Providing continuous adequate drinking water supply at construction camps, worksite and site office as well by installing necessary tube-well/s where applicable or any other means depending on local situation, also providing essential arrangement for storing drinking water by supplying portable best quality water tank equivalent to Gazi/Padma of adequate capacity depending on the	Months	24												

[illegible]

Item no.	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency #1			Foreign Currency #2			Foreign Currency #3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2 cutting, filling, constructing, etc. or by any other means) in accordance with the full satisfaction of the Engineering-in-charge, unless specified otherwise, including keeping provision for existing traffic and pedestrian movements in such a way as to assure that a single lane at least 3.0m wide is available for public traffic at all times (including access to properties and local roads) affected by the contractor's activities shall be maintained at all times (day & night), including removal of all temporary constructions on completion of the activities, etc. all complete as per requirement and instruction of Engineer-in-charge. All relevant accessories and arrangements under this item shall be property of the contractor and payment will be made after 100% completion of the contract successfully.	3	4	5	6	7	8	9	10	11	12	13	14	15	16
7.6	Control of Air Pollution (Dust Suppression): Maintaining, carrying out proper and efficient measures wherever and as often as necessary to reduce dust nuisance, and to prevent dust which has originated from contractor's activities/ operations at the worksite and site office, including sprinkling water on the site at least three times a day or more depending on the atmospheric conditions, including keeping necessary covering/protection on stockpiled fine aggregates to reduce dust nuisance during natural air blowing, all	Months	24												

Item no.	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency #1			Foreign Currency #2			Foreign Currency #3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2 complete like emission of dust into the atmosphere shall be strictly controlled with such methods and equipment as are necessary for collection and disposal, or prevention, of dust during these operations means of eliminating atmospheric discharges of dust as per requirement all complete as per requirement and full satisfaction of Engineer-in-charge. Payment will be made after 100% completion of the contract successfully.	3	4	5	6	7	8	9	10	11	12	13	14	15	16
7.7	Control of Water Pollution: Providing necessary arrangement to prevent entrance, or accidental spillage, solid matter, contaminants, debris, garbage, cement, concrete, sanitary waste, oil, other petroleum products, pollutants and wastewaters from aggregate processing, concrete batching, or other construction operations into streams, flowing or dry watercourses, lakes, and underground water sources for ensuring water quality, all complete as per requirement and full satisfaction of Engineer-in-charge. Payment will be made after 100% completion of the contract successfully.	Months	24												
7.8	Providing and maintaining Construction Camp with necessary furniture, sanitary & electrical/ power facilities, water supply, fire fighting, water supply with hand washing soap, septic Tanks/Soak Pits, proper sewerage network system, safe	Nos	4.00												

[illegible]

Item no.	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency #1			Foreign Currency #2			Foreign Currency #3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	attending minor injuries, etc. all complete as per requirement and full satisfaction of Engineer-in-charge. Payment will be made after 100% completion of the contract successfully.														
7.10	Personal Protection Equipment for Workers: Providing and maintaining appropriate (safe design, fit and comfort) personal protection equipment (PPE) to ensure the highest possible protection for employees in establishing and maintaining a safe and healthful working environment at workplace, including demonstrating, providing training on proper understanding and development of skill in the use of PPE, including supplying (i) best quality safety jacket for construction workers made of 100% polyester waterproof fabric, fluorescent yellow/orange/green/red/blue or pantone color, (ii) suitable hand protection gloves for construction work of Flexible/ durable/ excellent puncture resistance working gloves with PVC palm and T/C drill back, pasted cuff, palm liner and fit properly and be reasonably comfortable to wear, (iii) appropriate foot protection shoes having impact-resistant toes and heat-resistant soles that will protect the feet against hot working surfaces, (iv) best quality safety helmets of ABS shell, tough, lightweight, durable which will be able to resist penetration by objects,	Nos	40.00												

[illegible]

[illegible]

[illegible]

Item no.	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency #1			Foreign Currency #2			Foreign Currency #3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2 Engineer of the Baseline E/S Monitoring Report.	3	4	5	6	7	8	9	10	11	12	13	14	15	16
8.2	(b). Preparation, Submission and obtaining approval from the Engineer of the Monthly Progress Report.	Nos	24.00												
8.3	(c). Preparation, Submission and obtaining approval from the Engineer of the Quarterly Progress Report.	Nos	8.00												
8.4	(d). Preparation, Submission and obtaining approval from the Engineer of the Yearly/annual report satisfying the provision of Particular Condition Part D.	Nos	2.00												
8.5	(e). Preparation, Submission and obtaining approval from the Engineer of the Completion report.	Nos	1.00												
	B. Social Related Activities														
9	Grievance Redress Mechanism (GRM) & GBV/SEA/SH risk mitigation														
9.1	a. Development of procedure and process to address GRM including timeline and obtaining approval, receiving of grievance, documentation of the same, resolution of such grievance satisfying the provision of GRM and submission of Report Quarterly satisfying the provision of Particular Condition Part D and obtaining approval from the Engineer;	Nos	8.00												
9.2	GRM Communication and Awareness Campaign:	Nos	8.00												

Item no.	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency #1			Foreign Currency #2			Foreign Currency #3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2 Particular Condition Part D and obtaining approval from the Engineer.	3	4	5	6	7	8	9	10	11	12	13	14	15	16
9.3	GRM Reporting & Documentation: a. Provision for receiving Daily grievance, Proper registration of complain and management, resolution of such grievances, selection, engagement and monitoring of the referral service providers (GO, NGO, Private) satisfying the provision of GBV/SEA/SH risk mitigation guidelines during the period of construction and submission of Report Monthly/Quarterly satisfying the provision. of Particular Condition Part D and obtaining approval from the Engineer, b. For SEA/SH GRM: i. Maintenance of confidentiality and report on age, sex and summary of grievance only when consent is given. No name should appear anywhere of the complainant Report to PMU immediately upon SEA/SH complaints and ask for suggestions/ guidance	Month	24												
10	Maintenance, Staffing, Security and cleaning Entertainment of the field office for the Engineer.	Months	24												
11	Progress Photographs	Months	24												
12	Labor Influx Management														

8

[illegible]

Item no.	Description	Unit	Quantity	Rate											
				Local Currency (BDT)			Foreign Currency #1			Foreign Currency #2			Foreign Currency #3		
				Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount	Figure	Word	Amount
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	environmental issue, ESMP implementation and capacity building Training on ESF and the 10 ESSS – I, OHS & COVID 19 issues and Social Issues including submission of Quarterly Report satisfying the provision of Particular Condition Part D and obtaining approval from the Engineer.														
	Total for Bill No. 2: (Carried forward to Summary, p. __)														



Bill No. 3: Provisional Sums (PS)

Item no.	Description	Unit	Quantity	Rate (BDT)		
				Figure	Word	Amount
1	2	3	4	5	6	7
(i) PS1	Quantity Over-run	LS	1	40,000,000.00	Four Crores	40,000,000.00
(ii) PS 2	Price Adjustment	LS	1	40,000,000.00	Four Crores	40,000,000.00
(iii) PS 3	Unforeseen Work	LS	1	20,000,000.00	Two Crores	20,000,000.00
Total for Bill No. 3 (Carried forward to Summary, p. _)						
						100,000,000.00



Grand Summary

Contract Name: Land Development at Mirsarai EZ. (Zone-11, 12, 13 & 17)

Contract No.: WD-11-BSMSN- BEZA

General Summary	Page	Amount			
		BDT	Foreign Currency #1 4	Foreign Currency #2 5	Foreign Currency #3 6
1	2	3			
Bill No. 1: Land Development Works					
Bill No. 2: Environmental, Social, Occupational Health and Safety					
Sub-Total (A)					
Bill No.3: Provisional Sums (B)		100,000,000.00			
Total Bills Plus Provisional Sums (A+B)=(C)					
[BDT amount and Foreign Currency (ies) Amount]					
Bid Price (C) (Carried forward to Letter of Bid)					
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-Clause 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: **N/A**



Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

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

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

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

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

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



PART 2 –Works' Requirements

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Section VII - Works' Requirements

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Scope of Works

1 BACKGROUND:

- 1.1 Establishment of Economic zones in Bangladesh is a groundbreaking initiative of the present government. Honorable Prime Minister of the People's Republic of Bangladesh Sheikh Hasina has taken this commendable initiative to materialize the dream of the Father of the Nation Bangabandhu Sheikh Mujibur Rahman to create "Sonar Bangla".
- 1.2 BEZA has been established to facilitate development and operation of Economic Zones throughout the country. The main objective of BEZA is to act as a change agent for faster economic growth by creating investment friendly environment and attracting FDI.
- 1.3 BEZA's mission is to persistently create value for the investors by establishing attractive investment facilities in the economic zones through One-Stop Service and competitive incentive packages.
- 1.4 BEZA wants to establish 100 Economic Zones on 30000 hectares of land in the next 15 years with an employment generation for 10 million people.
- 1.5 In November 2010, Government of Bangladesh Established Bangladesh Economic Zones Authority (BEZA) under the Bangladesh Economic Zones Act to drive new Economic zone regime. The authority is attached with the Prime Minister's Office (PMO) and is mandated to establish, license, perate, and control economic zones in Bangladesh. Moreover, the authority is also committed to develop backward linkage industries, creating employment opportunities and contribute ot poverty reduction program.
- 1.6 BEZA's Vision for Industrial Development is in line with Government's long-term outlook, defined in its Vision 2021, wherein, the Government of Bangladesh has set its development targets with the objectives to achieve middle-income country threshold by 2021, provide its citizens a higher standard of living, better access to education, improved social justice, and a more equitable socio-economic environment.
- 1.7 BEZA is created with the objective of delivering on the industry growth target. The duties and functions of BEZA are aligned to realize the development priorities as outlaid in the Vision 2021. Bangladesh Economic Zones Development Project (Phase-1) that is under BEZA, implementing Economic Zones in Bangladessh.
- 1.8 Industrialization is expected to play a pivotal role in achieving the above targets. Bangladesh government is committed to provide right policy intervention and framework to facilitate this growth and promote private participation in the economy's growth. Among 100 nos Economic Zones Mirsarai Economic Zone is pioneer Economic Zone.
- 1.9 Mirsarai Economic Zone will be the first multi-sector Economic Zone in the country, with a large area of 30,000 acres. The Zone has the potential to fulfill the conditions necessary to become a successful economic zone. Once it is



established, it is expected that there will be a huge demand for plots in the Mirsharai Economic Zone by both local and foreign investors.

- 1.10 The site is suitable for garment, garment accessories, integrated textile, motorbike assembling, automobile parts manufacturing industries etc. segment of industries. Gas supply is available within 10 km.
- 1.11 Site has access to waterways, Chittagong Port, railway station. It is situated at 67 km from Chittagong port, 182 km from Dhaka, 79 km from Chittagong airport. Development of Economics Zones is expected to create employment for more than 700,000 workers and shall protect the people of that locality from cyclone and tidal surge.
- 1.12 For sustainability of the economic zone at Mirsarai, Chittagong, It is necessary to protect project area from inundation during high tide. Thus land filling at a safer height is essential.
- 1.13 The proposed project involves development of EZ and off-site facilities for the upcoming Mirsarai EZ (Zone-11,12,13&17). These off-site facilities will be developed by BEZA. Development of these off-site infrastructure facilities will attract the investors and make the proposed site location more accessible for trading and business. Proximity of the proposed project site to the Chittagong Dhaka Highway and an already existing inland water transportation system further adds to the suitability of site for setting up the industries. As enhancement plan, it is proposed that BEZA should develop a thick green belt all around the EZ site, proper storm water drainage to prevent flooding and rain water harvesting system to harvest rain water and use it to meet daily water demand and reduce pressure on ground water resources. Thick green buffer of 30 m will be developed all along the EZ site and along the Ichakhale channel.

2 OBJECTIVE OF THE WORK:

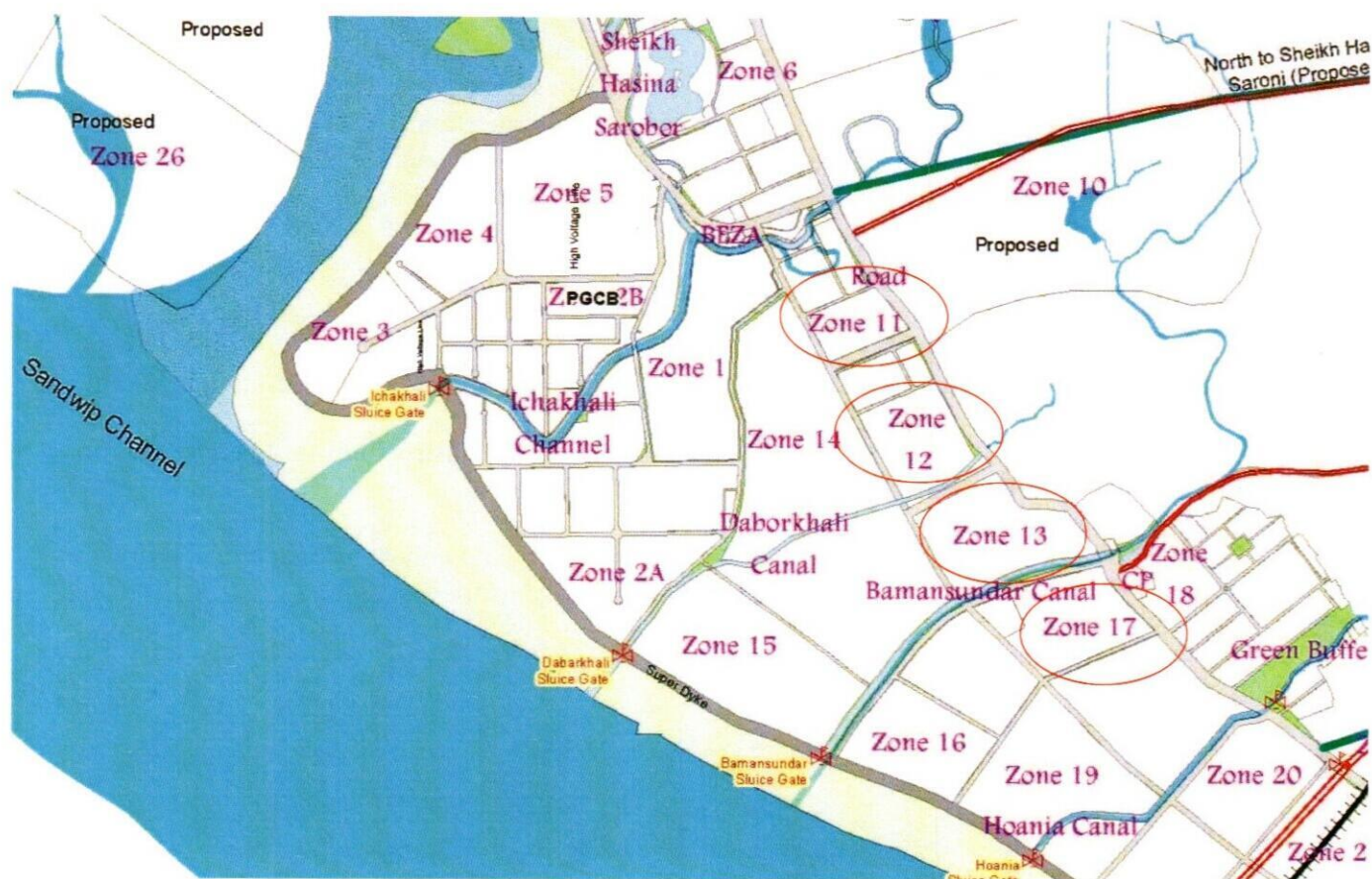
- 2.1 To protect the project area from erosion due to tidal surge and natural hazard.
- 2.2 To safeguard the BEZA area including its infrastructures and communication network for uninterrupted economic authorities.
- 2.3 To provide safety of human lives, Property and enhance economic activities as well as natural environmental balance against devastation.



3 THE SCOPE OF WORK:

Package No.	Lot No.	Brief description	Location of Work	Quantity	Completion Period
WD11-BSMSN-BEZA	Single	Land Development at Mirsarai EZ	Zone-11, 12,13&17 of the location Map below	Land filling quantity by dredging 1,00,00,000 Cum	24 months

Location Map



Specifications

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Land development/ improvement by suitable dredged sand, sandy silt (free from any organic, foreign, environmental hazardous substances) collected from silt-up river/canal/sea bed by dredging with appropriate dredger, including carrying through pipe or any other suitable means, loading, unloading and filling gradually at the right place of filling area in an artificial silt up manner at a suitable height and distance, including levelling, dressing, pumping and bailing out of water from filled soil/sand to reach dry condition at Optimum Moisture Content (OMC) of filled soil all necessary arrangements to fill-up soil and compaction of soil shall not be less than 85% of Maximum Dry Density (MDD) at frequency of 1 test per 1 lakh cubic meter of filling in 100 (Hundred) locations and Cone Penetration Test (CPT)) at the interval of 1 test per 1 lakh cubic meter of filling in 100 (Hundred) locations with reference to laboratory density test AASHTO modified hammer with suitable equipment dressing, levelling etc. at contractor own cost from BUET/CUET/RUET/KUET/Equivalent. unless otherwise directed by the Engineer-in-Charge. The rate is inclusive of cost of all materials, their carriages, hire charges of dredger and all other machines, equipment for filling soil as per specification, fuels, lubricants, wages of operational staff and all incidental charges in this connection including construction of necessary dykes/bunds/protection works to prevent and protect the reclaimed earth and the entire sites in good conditions as required. Location of river/ sea bed minimum 1.5 km away from river/ sea bank from where earth will be collected and quality of soil must have prior approval from the Engineer-in-Charge. In no circumstances, earth shall be borrowed from agricultural/homestead land. The earth has to be collected from river/cannel/sea bed by avoiding any detrimental impact on the river channel.

1 GENERAL

1.1 Description of Works: Description of Work is included in Specifications

1.2 Programme

(A) Construction Programme

- (1) The Contractor shall submit the Construction Work Programme as per contract conditions to the Engineer for his approval: a bar-chart programme showing the sequence in which he proposes to carry out the Works, including the procurement and delivery of equipment and material. He should also submit implementation matrix and CPM as directed by the Engineer.
- (2) The Contractor shall, whenever required by the Engineer, also provide in writing of his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.
- (3) If at any time it would appear to the Engineer that the actual progress of the works does not conform to the approved programme, the Contractor shall be obliged to produce for the approval of the Engineer, the reasons for any change and a revised programme showing the modifications to the approved programme necessary to complete the works within the scheduled time for completion. The submission to and approval by the Competent Authority of such programme or the



furnishing of such particulars shall not relieve the Contractor of any of his duties and responsibilities under the Contract.

(B) Notice of Operation

- (1) The Contractor shall give full and complete written notice of all important operations, including setting out, to the Engineer sufficiently in advance to enable the Engineer to make such arrangements as the Engineer may consider necessary for inspection and for any other purpose. The Contractor shall not start any important operation without the written approval of the Engineer.

1.3 Monitoring Progress


(A) Monthly Reports

- (1) The Contractor shall furnish the Engineer, without cost to the Owner at regular monthly interval and in a form and number of copies determined by the Engineer, with the following:
 - (a) Physical Progress for the preceding month and estimated progress for the report month;
 - (b) Completion schedules (target and actual) based on the approved construction programme;
 - (c) A tabulation of construction equipment, listing the major items and pieces of equipments comprising the Contraction plant which were utilized for performance of the Works during the preceding month;
 - (d) A tabulation of employees countersigned by the Engineer's Representative, showing the supervisory staff and the numbers of the several classes of labor employed by the contractor in the preceding month;
 - (e) Any report which may be specifically requested by the owner and/or the Engineer.

(B) Attendance at Site Meetings

- (1) The Contractor shall provide attendance at progress and other meetings on site as requested by the Engineer.

(C) As Built Drawings

- (1) The Contractor shall submit whole three sets of as-built drawings of the completed works, clearly printed drawings with soft copy in AutoCAD and pdf format, to the owner before the expiration of Maintenance period.
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- (2) The as-built drawing shall clearly show the lines and dimensions of the permanent construction actually made based on the change of design from time to time ordered by the Engineer or proposed by the contractor and approved by the Engineer.

1.4 Contractor's Site Facilities

- (A) The Contractor shall be responsible for the provision, maintenance, operation and subsequent removal of the following facilities and services on site at his own expenses:
- (B) Temporary stores (including godowns for cement and other perishable materials), warehouse and workshop;
- (C) Temporary buildings for office accommodation for his staff;
- (D) Living accommodation for his staff outside site limits;
- (E) Fencing, Lighting and guarding;
- (F) Carnage or other means of off-loading plant and equipment, placing in temporary storage and moving from storage to equipment locations;
- (G) Site transport for his staff;
- (H) Electric supply for temporary building and tools;
- (I) Raw water from site tube-wells and provision of adequate potable water.
- (J) The Contractor shall submit for the approval of the Engineer within 7 (seven) days from the detail work order to commence work (commencement date), his detailed plans and/or to commence construction drawings of his temporary buildings, godowns, workshops and labour camp that he proposes to construct or rent, including his proposals for water and power supply and sewage facilities.
- (K) The labor camp shall be at a location approved by the Engineer and conform to all of the requirements required by the local law. It shall be laid out and constructed in accordance with a drawing prepared by the Contractor and approved by the Engineer.
- (L) The Contractor shall be responsible for acquiring the land he deems necessary at his own expenses for works beyond the owner's land and for his temporary buildings, godown, workshops, staff quarters, labour camp and any temporary access roads. The Contractor shall maintain the Site and all working areas in a safe and sanitary condition and in all matters of health and sanitation shall comply with the requirements of the local medical officer of health or other competent authority.

- #### 1.5 SUFFICIENCY OF MEANS EMPLOYED.
- The Contractor shall have upon himself the full and entire responsibility for the sufficiency of his supervisory and other personnel, plant, machinery, tools or implements, scaffolding, timbering and




generally for all means used for the fulfillment of the Contractor. In the event of any of these means proving insufficient, the Contractor is still fully and entirely responsible for the sufficiency of these means notwithstanding any previous approval or recommendation that may have been given by the Engineer.

2 CARE OF WORKS

- 2.1 **Movement of Plant.** The Contractor shall exercise diligence and care in the movement of all plant within the Contract area so as not to cause injury or damage to life or property. The Contractor shall be responsible for restoring any roadway, bridge, culvert etc. damaged by his plant to the satisfaction of the Engineer or appropriate Authority.
- 2.2 **Keeping Works Free of Water.**
- (A) The Contractor shall Construct the ring dykes, any cofferdams, temporary bulkheads, watercourses and other works and supply and operate such pumping plant as may be necessary for the construction of the works. All costs for these activities shall be deemed to have been included in the unit rates in related items of works in BOQ..
 - (B) Notwithstanding any approval by the Engineer of the arrangements made for the exclusion of water from the works, the Contractor will be held responsible for the sufficiency thereof and will be liable for keeping the works safe during water fluctuations and floods and shall make good any damage to the works that may be attributable to them at his own expense. Any loss of production, additional overheads or additional costs of any kind that may result from floods are at the Contractor's risk.
- 2.3 **Material on and Under the Site**
- (A) All Soil, turf, gravel, stone, timber, or other materials obtained in the excavations, clearing of the Site of the works and soil stripping, shall belong to the owner and must not be removed from the works site without the written consent of the Engineer. The Contractor, however, may use for the construction of the works timber felled on the site and any of the materials excavated under the Contract which the Engineer may determine to be fit for such use and shall use such materials if directed by the Engineer. In such case an adjustment of rate of that particular item shall be made in accordance with Boa's guidelines.

3 SURVEY WORKS

- 3.1 **System of units.** The metric system of units shall be used unless otherwise instructed by the Engineer.
- 3.2 **Survey and Datum for Levels**
- (A) The levels shown on the Drawing are referred to Public works Department (PWD) datum.
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- (B) Prior to the start of the Works, the Contractor will receive from the Engineer a list of Project bench Marks and their values and reference points on the Site. The Contractor shall be responsible for checking the level of these bench marks prior to their use. Levels shall close within 10 mm multiplied by the square root of the length of the circuit in km. thereafter, the Contractor shall establish all setting out necessary for the performance or the work, to the approval of the Engineer including levels of the original ground surface at the site and final survey of the completed works for the final measurement.
- (C) From the centre line and grades established, the Contractor shall furnish and place all additional stakes, templates and bench mark necessary for marking and maintaining points, lines and sections for layout of the works.
- (D) The Contractor's methods of recording survey data shall be subject to approval and field books and tabulated data shall be well maintained and made available for inspection and checking by the Engineer when ordered.
- (E) Instruments and equipment for surveys shall be subject to rigorous inspection by both the Contractor and the Engineer and any item found to be defective, in the opinion of the Engineer, shall be promptly replaced, repaired or adjusted as directed. All surveying shall be directly supervised by a qualified surveyor or Engineer.
- (F) The checking of the setting-out of the Works by the Engineer's staff shall not relieve the Contractor of any of his liabilities or responsibilities under the Contract.

4. FABRICATED ITEMS INCORPORATED IN WORKS

- 4.1 Whenever required by Specification to fabricate or manufacture and furnish equipment for incorporation in the permanent works, the Contractor shall submit to the Engineer for his approval the names of the manufacturers or fabricators he proposes to use and also his detailed shop drawings for approval before proceeding with the work. All such drawings shall be adequately and properly checked before being submitted to the Engineer for approval and shall be so designated.
- 4.2 Any fabricating or manufacturing undertaken during or before the approval of the drawings will be at the Contractor's risk. The Engineer shall have the right to require the Contractor to make any changes in the design which may be necessary, in the opinion of the Engineer, to make the equipment or component materials conform to the requirements and intent of these Specifications without additional cost to the Employer.
- 4.3 Approval of the Contractor's drawings shall not be held to relieve the Contractor of any part of his obligation to meet all of the requirements of these Specifications or of the responsibility for the correctness of his drawings. At the time of delivery of the equipment, the Contractor, if requested to do so, shall



furnish to the Engineer two complete sets of negatives of the final approved Drawings.

5. INSPECTION/TESTS AT FABRICATOR'S WORKSHOP

- 5.1 All equipment furnished under these specifications and all work performed in connection therewith will be subject to inspection by the Engineer or his authorized agent. Inspection at the manufacturer's plant will be made to determine that the equipment and the materials used for their manufacture meet the requirements of the technical Specification.
- 5.2 The Contractor shall notify the Engineer not less than 15 days in advance of the date and place equipment/material will be available for inspection. No equipment or material shall be transported to site until the Engineer's inspection has been made, the Engineer's approval is given, final drawing have been furnished by the Contractor and the Contractor's responsibility for furnishing equipment and materials meeting the requirements of the Contract Document are complied with; the cost of the Engineer's necessary inspection shall be borne by the Contractor.

6. MATERIAL AND WORKMANSHIP

6.1 General

- (A) Workmanship shall be of the best quality appropriate to each category of work. Materials used in the Works shall be of the best quality of their respective kinds as specified or described in the Contract. All workmanship and materials shall be to the approval and entire satisfaction of the Engineer. The Contractor shall supply copies of orders or sub-contracts placed by him for materials for the Works.

6.2 Standards

- (A) Any standard or Code of Practice referred to in the Documents relating to the Contract or any other Standard or Code of Practice that may be substituted therefore shall be held to be the latest edition published 3 months prior to the date for submission of Bid.
- (B) All relevant particulars and conditions in Standards relating to the Contract or any other Standard or code of Practice that may be substituted therefore shall be held to be the latest edition published 3 months prior to the last date for submission of Bid.
- (C) All relevant particulars and conditions in Standards relating to standard of material, quality and workmanship shall be complied with and all tests specified shall be conformed to the requirements. In cases where no particular specification is given for any article or material to be used under the Contract, the relevant BDS, JIS, ASTM, AASHTO, British Standard or Code of Practice, where one exists, shall apply.

6.3 Materials



- (A) Materials shall be delivered to the Site a sufficient Period before they are required to be used to enable the Engineer to take such samples as he may think proper for testing and examination and the Contractor shall supply such information as to their quality, weight and strength and other particulars as may be required. Any materials condemned by the Engineer shall be removed immediately from the site.
- (B) All materials stored on the site shall be adequately protected against contamination or deterioration.

6.4 Tests

- (A) The Contractor shall arrange for the tests required by the Technical Specification or as directed by the Engineer to confirm the quality of construction materials and work at no extra cost to the Contract. The number of tests shall be in accordance with relevant ASTM, NBC, ACI, AASHTO, British Standard or Code of Practices or normal practice. Material shall be tested in a testing laboratory and manner approved by the Engineer. Test results shall be submitted expeditiously, in an approved form, to the Engineer.

7. MEASUREMENT AND PAYMENT:

7.1 Introduction

- (A) The Contractor's attention is drawn to the Conditions of Contract, Technical Specifications and Drawings, which are to be read in conjunction with the schedule of Rates.
- (B) The Contractor shall have been deemed to have taken full account of all information contained in the Bid Documents and made available during the Bidding period as affects, inter alias, working methods, haulage requirements and sequence of operations and have made full allowance for the same in the rates and sums entered against the various items in the Schedule of Rates.
- (C) The specified measurement and payment clauses shall apply to any additional or varied work which the Contractor may be required to execute under the Contract except where specifically varied therein.

- 7.2 **Quantities.** The quantities given in the Schedule of Rates are estimated and provisional, and are given to provide a common basis for bidding and the Owner does not expressly not by implication agree that the actual volume of work to be performed will correspond therewith. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Engineer (based on as-built drawing) and valued at the rates and prices tendered in the priced Schedule of Rates, where applicable, or otherwise at such rates and prices as (in case of non-tendered/non-scheduled items) the Competent Authority may fix within the terms of the contract.



7.3 Rates and Sums

- (A) Notwithstanding any limits which may be implied by the working of the individual items and or the explanations in this section,
- (B) it is to be clearly understood by the contractor that the rate the quotes in the Schedule of Rates is to be for the work finished complete in every respect; he will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract. The rate must therefore include for all incidental and contingent expenses (including all taxes) and risks of every kind necessary to construct, complete and maintain the whole of the works in accordance with the Contract. Full allowance is to be made in the quoted rate in the Schedule of rate for all costs involved in the following, inter alia, which are referred to and/or specified herein:
 - (1) all setting out and survey works;
 - (2) temporary access unless separately billed, fencing, guarding, lighting, and all temporary works, including their removal on completion;
 - (3) paying fees and giving notices to Authorities;
 - (4) reinstatement of the Site;
 - (5) safety precautions and all measures to prevent and suppress fire and other hazards;
 - (6) interference to the works by persons or vehicles being legitimate users of the facilities on or in the vicinity of the Site;
 - (7) the protection and safety of adjacent structures in so far as they may be affected by the Works or Temporary works;
 - (8) Supplying, maintaining and removing on completion the Contractor's own housing for staff and labour, offices, workshop, plant yard, transport, welfare, services in connection other with and other facilities required by the Contractor unless separately billed;
 - (9) Working in the dry except where otherwise permitted by the Specification;
 - (10) The supply, inspection and testing of materials intended for use in the works including the provision and use of equipment;
 - (11) Maintaining public roads and footpaths and maintaining access upon existing roads or recognized routes;
 - (12) Maintaining public roads opening quarries and borrow pits, including all survey, site investigations, removal and disposal of overburden, trimming of quarry or borrow pit faces and floors

and all measures necessary to render quarries or pits safe and free draining on completion;

- (13) Providing, transporting to site, setting work, operating (including all fuel and consumable stores), maintaining and removal from the site upon completion all construction plant and equipment necessary for the execution of the work and including the cost of all test and other requirements in respect of such plant and equipment;
- (14) The requirements and all incidental costs and expenses involved in the provision of all necessary skilled and unskilled labor and supervision;
- (15) Protecting Completed work from following operations, making good damage to completed work due to any cause whatsoever, for clearing away rubbish as it accumulates and leaving the site in a tidy condition;
- (16) All cost associated with the provision and submission of progress Reports, record photographs, preparation of the necessary shop and working drawings etc. except for those provided in the Schedule of Rates.
- (17) Workmen's compensation and Owner's liability insurance.

7.4 **Breakdown/Analysis of Rate.** The Contractor shall, when directed by the Engineer, submit detail breakdown for the rate entered in the BOQ for composite units of work into their component elements in such detail as may be required by the Engineer in accordance with the provisions laid down in the contract document.

7.5 **Method of Measurement.** In general, the method of measurement has been drawn up in accordance with the standard method of measurement of Civil Construction work .

7.6 Method of Payment

- (A) The works as executed complying Drawings and Instructions of the Engineer will be measured for payment in accordance with the method adopted in the contract document and the item therein set forth notwithstanding any custom to the contrary. The net quantity of the finished work in place will always be taken except where otherwise specified.
- (B) Payment of Royalties for fill material obtained from privately owned land shall be at the contract rats. The volume of borrow material for payment of royalties mentioning specific chainages in the Measurement Book shall be calculated on the basis of pre-Work and post work measurements. Finished section as per drawing will be the basis for post work measurement while the work complete as per specification.



- (C) For execution of earth works on payment of royalties, specific order mentioning chainages and quantity (based on pre-work survey) shall be obtained by the contractor from the Engineer prior to the execution of such work.
- (D) Payment shall mean gross payable amount including retention money.
- (E) No direct payment shall be made for works required under other clauses: the cost for such works shall be deemed to be included in related items of BOQ.

8. SITE PREPARATION

- 8.1 **Commencement.** The Contractor shall give the Engineer at least seven days written notice of his intention to commence work on any part of the site for written approval of the Engineer.
- 8.2 **Drawings.** The works are to be constructed in accordance with the Drawing, Location map, Layout plan and formation level and as directed by the Engineer. It may become necessary or desirable, during the progress of the work to change any scope of the works. Whenever this occurs, the Contractor shall perform the required work in accordance with the written instruction of the engineer.
- 8.3 **Setting Out**
 - (A) Prior to the commencement of the Works, the Contractor shall study the detailed requirement and fully understand all the aspects of the work and correlate the same with the requirements, and shall fix up the alignment, set the B.M pillars, levels, pegs etc.
 - (B) Before works are permitted to commence, channel invert levels and alignment of the bed and top of side slopes and embankment toe and crest levels and alignment shall be accurately set out at every 100 meter intervals and as required at bends to the satisfaction of the Engineer.
 - (C) Cutting or filling charts, prepared by the Engineer, will be given to the Contractor to sign as a token of his agreement.

9. SITE CLEARANCES AND REMOVAL OF EXISTING STRUCTURES

9.1 Cleaning and Grubbing:

- (A) During the Contractor's operations the removal of weeds, organic materials, unsuitable materials, shrubs, vegetation and small trees with a girth not exceeding 0.3 m measured 1 m above ground level may be required, in which case, the Contractor shall remove such materials, shrubs, vegetation and trees after obtaining prior written approval from the Engineer. All trees and shrubs to remain in place shall be protected from damage. Where clearing is required, in the right-of-way and borrow area outside the right-of-way, all combustible materials from clearing operations shall be burned or removed from the Site of work or

disposed of as directed. However, the felled trees shall not be burned; but shall be deposited at the area designated by the Engineer.

- (B) All materials to be burned shall be piled neatly and when in a suitable condition shall be burned completely. Piling for burning shall be done in such manner and in such location as to cause the least fire risk. All burning shall be so performed that the cleared materials will be reduced to ashes. The Contractor shall at all times take special precautions to prevent fire from spreading and shall have at all times, suitable equipment and supplies for use in preventing and fighting fires.
- (C) Grubbing shall consist of the removal of the stumps, jungle growth, brush and rubbish from the work areas to be occupied by permanent structures, embankments, resettlement village area and from the surface of borrow areas, stockpile sites and elsewhere as directed by the Engineer.
- (D) No tree felling will generally be permitted unless essential for the construction of the works and no tree shall be cut without the written permission of the Engineer.
- (E) Payment for removal of trees and roots including chopping branches, transportation, loading, unloading, stacking at the designated area by the Employer shall be made at the unit rate per square metre as indicated on corresponding Item (Item No3: Bill No 1) of Bill of Quantities.

9.2 Tree Removal

- (A) As by the Engineer, trees exceeding 0.3 m girth measured 1 m above ground level shall be uprooted or cut down as near to ground level as possible and the root ball extracted separately. The Contractor shall clearly demarcate and count the number of trees to be removed and mark them as instructed by the Engineer. No tree shall be felled without obtaining such approval from the Engineer. The prior permission for cutting trees shall be obtained from concerned authorities as per the prevailing laws of Bangladesh.
- (B) The Contractor shall take necessary precautions to prevent damage to structures and public property. If necessary, trees shall be cut in sections from the top downwards. In order to prevent damage to trees that are to be left standing, trees shall be felled towards the centre of the area being cleared.
- (C) The trees shall be felled, and the roots shall be dug out as far as possible, or directed by the Engineer. The earth-filling in the area where roots have been dug out shall be compacted as per requirement with a suitable compacting machine.
- (D) The trees shall not be burned, but shall be transported to an area designated by the Employer and shall be stacked and deposited. Such



timber shall not be used by the Contractor for any purpose and the felled trees shall be property of the Employer/Government.


- (E) The Contractor shall be responsible for any theft and unauthorized removal of the felled trees, and shall maintain a register showing the number of trees felled and stored in the designated area.
- (F) Payment for removal of trees and roots including chopping branches, transportation, loading, unloading, stacking at the designated area by the Employer shall be made at the unit rate per square metre as indicated on corresponding Item (Item No3: Bill No 1) of Bill of Quantities.

9.3 **Notice of Commencement.** The Contractor shall give to the Engineer notice of his intention to commence the Clearing and Grubbing operations for written approval from the Engineer.

9.4 **Stripping of Top Soil**

- (A) Stripping shall consist of the removal of all organic materials such as sod, topsoil and roots from all embankment foundations, from areas where the excavated material is to be further used in embankments, from the base of all roads and in all other areas shown on the Drawings or directed by the Engineer, and the stockpiling or disposal thereof.
- (B) Materials from stripping which are suitable for topsoil shall be selected during stripping operations and stockpiled for further use as directed by the Engineer.
- (C) Materials not suitable for topsoil or further use shall be disposed of in spoil banks as instructed by the Engineer.
- (D) Materials from stripping shall be stockpiled or disposed thereof as provided in relevant clauses of this Specifications. The disposal of all materials wasted from stripping shall be subject to the approval of the Engineer.
- (E) Measurement for payment for all stripping operations shall include only the stripping, on locations instructed by the Engineer and to a depth of 150 mm or as directed by the Engineer. Payment shall be made at the unit rate per square metre as indicated on corresponding Item (Item No.3: Bill No. 1) of Bill of Quantities
- (F) Where a particular Bill/Sub-Bill of the Bill of Quantities does not include an item for Stripping, no separate payment shall be made for such work and all costs therein shall be deemed to be included in the unit rates for various types of earthworks under the contract.

10. **FILLING BY DREDGING**

- 10.1 Land filling shall include filling within the acquired area according to lines and levels shown on the Drawings or as directed by the Engineer. The type of soil to be used for filling shall be only limited to sand sourced from Bay of Bengal or sandy materials as approved by the Engineer. The contractor shall source
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sand taking into account the possible dredging locations map (Attachment 1). The contractor can use dredging equipment for this purpose. The materials for filling shall not contain any stumps, brush, weeds, roots, clods and any matter that may decay.

- 10.2 Not less than seven (7) days before the intends to commence the works, the Contractor shall submit to the Engineer for his approval the details of his proposed method of obtaining fill materials. The Contractor shall not commence any work necessary for furnishing the materials without the Engineer's written approval.
- 10.3 The entire ground surface to be under fill area shall be scarified or ploughed thoroughly and be compacted to meet requirements as specified by these Specifications. This operation shall commence only after the completion of stripping, as specified in Sub-Clause 9.4 of these Specifications.
- 10.4 Before commencing filling, and from time to time as may be considered necessary by the Engineer, the Contractor shall carry out compaction trials in the presence of the Engineer on each type of soil to be used. He shall carry out all necessary laboratory and field testing as required by the Engineer and shall submit to the Engineer the results of all tests.
- 10.5 Following the completion of compaction trials, the Contractor shall submit to the Engineer, for his approval, proposals for the compaction of each type of material. The Contractor's proposal shall include reference to the types of equipment, operating weights and tyre pressure, method of adjusting moisture content, number of passes and loose depth of each layer.
- 10.6 If, in the opinion of the Engineer, the results of the compaction trials indicate that the Contractor's proposed equipment and methods will achieve the densities specified, the Engineer shall approve the same.
- 10.7 Notwithstanding the Engineer's approval of any of the Contractor's equipment or methods, the Contractor shall at all times be solely responsible for executing the works in accordance with the Specifications.
- 10.8 The entire earthwork shall be spread in layers of uniform thickness over the entire width. The moisture content of the spread material shall be checked prior to commencement of compaction. If it is found to be outside the specified limits, the same shall be adjusted by watering or drying to the permissible limits specified, only then the soil shall be compacted by mechanical rollers to not less than the specified percentages of the maximum dry density. The compacted layer shall be tested by the Contractors for checking the density and other parameters in accordance with the frequencies specified in Technical Specifications.
- 10.9 For the filling of area, if the results of the field density tests show less than the specified density (compaction of soil shall not be less than 85% of Maximum Dry Density (MDD) in a certain layer, the whole reach will be rejected and re-compaction shall be required. Successive layers shall not be placed until the Engineer approves the layer under construction.



Environmental and Social (ES) requirements

Introduction:

In preparing the specification for ES requirements, the WB ESF, ESMF, ESIA, ESMP, EHS guidelines, GIIP and relevant national laws have been consulted and followed. The ES requirements have been prepared in a manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract. The contractor would be required to:

1. Follow all the instructions mentioned in this specification;
2. Prepare and submit ES Management Strategies and Implementation Plans (MSIPs) as mentioned in this specification;
3. Prepare and submit Contractor's ESMP as per the conditions of contract before commencement of the work to be reviewed and cleared by the procuring entity.
4. Monitor various environmental and social parameters mentioned in the monitoring plan described in this specification;
5. Ensure availability of required contact information in the working site to handle any emergency situation during implementation of the work;
6. Submit environmental and social compliance report as mentioned in this specification;
7. Appoint adequate number of dedicated Environment, Social, Health and Safety staff as mentioned in the TDS of the tender document;
8. Provide training to its workers for smooth implementation of ESMP;
9. Submit code of conduct for contractor's personnel (including subcontractors as relevant), a sample CoC is attached as annex 1 to this document;
10. Ensure that the quoted rates adequately cover all aspects of this ES specification.

In addition to the guidelines, specifications and recommendations in the relevant reports, frameworks and standards mentioned above, the following environmental and social (ES) issues are also requirements for the conditions of contract.

The bidder will do their own due diligence to identify and select the dredging locations taking into account the possible dredging locations map (Attachment 1)

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

Clause No. 4.1 Contractor's General Obligation

As per the specific requirements of land development works, the contractor shall prepare the site-specific dredging management plan considering IFC, EHS guidelines for Ports, Harbors and Terminals, General EHS guidelines, regulatory, and World Bank's ESF. This site-specific dredging management plan should be submitted to BEZA for approval prior start of dredging operations. The proposed bund site location of river/ sea bed minimum 1.5 km away from river/sea bank which shall be maintained strictly. In case the contractor fails to keep the necessary dredging distance from the bund alignment then the Engineer can instruct the contractor to temporarily suspend the causative works until the Engineer is assured that proper mitigation measures taken, and the dredging distance has been restored to the required levels as instructed. The contractor shall exhibit experience in managing environmental pollution, ecological sensitivity, climate change considerations in shallow/deep sea dredging and onshore land reclamation/development works. Risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events in coastal areas, applicable certification or approval requirements. [Refer to ESS3, ESS4, ESS6 on requirements for land development works]

Clause No 4.6: Co-operation

An independent third-party Environmental and Social firm has been recruited by the employer who is conducting comprehensive Environmental and Social Impact Assessment (ESIA) for the ESIA of IMD Green Zone establishment including land development works in Precinct B and part of Precinct F and other associated facilities of BSMSN based on the final design. The consultant will follow the Environmental and Social Management Plan (ESMP), Resettlement Policy Framework, Labor Management Procedure (LMP), Stakeholder Engagement Plan (SEP) and other related plans as necessary to prepare the ESIA. The contractor shall implement the updated ESMP both during the land development works in BSMSN. The ESIA, ESMP, LMP, SEP and other relevant plans, if required, shall adhere to various requirements stated under Applicable national Laws, and the World Bank's Environmental and Social Framework consisting of

10 standards. The contractor would require to go through WB ESF and relevant Acts and rules of Bangladesh Government and conduct a preliminary environmental and social risk assessment and management cost keeping in mind that some additional cost may incur once detail ESIA is done by a third-party firm. During conducting the land development works in BSMSN, the contractor will engage specialized third party accredited environmental monitoring firm/lab for any kind of testing and implementing the ESMP and other ES instruments. The cost of implementing environment and social management plan including monitoring of all parameters as mentioned in the monitoring plan shall be borne by the contractor as mentioned in the BoQ.

1.Occupational, Health and Safety Requirements

Clause No. 4.8:

Health and Safety Obligations

The Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The health and safety manual shall set out following health and safety requirements:

General OHS Requirements:

1. The Contractor shall observe and maintain standards of Health and Safety towards all of his employees not less than those laid down by the national standards or statutory regulations;
2. Where appropriate, to prevent workers falling from heights, the Contractor shall make sure that every temporary floor openings shall either have railing of at least 900 mm height or shall be constantly attended; every floor hole shall be guarded by either a railing or a hinged cover, or constantly attended; every stairway floor opening shall be guarded by railing at least 900 mm high on the exposed sides; every ladder way floor opening or platform shall be guarded by a guard railing; every open sided floor or platform 1.2 m or more above adjacent ground level shall be guarded by a railing on all open sides;
3. The Contractor shall provide all appropriate protective clothing and equipment for the work to be done and ensure its proper use. Where required, safety nets, belts, harnesses and lines shall be provided by the contractor. The “safety directives for work equipment” and “safety directives for protective gears” shall be prepared and disseminated to the workers by the contractor;
4. The Contractor shall provide and maintain in prominent and well-marked positions all necessary first-aid equipment, medical supplies and other related facilities. A sufficient number of trained personnel will be required to be available at all times to render first aid;
5. The Contractor must provide or ensure that appropriate safety and/or health signs are in place at their work sites where hazards cannot be avoided or reduced;
6. The contractor to arrange adequate fire prevention and fire-fighting provisions to deal with any fire hazard;
7. The Contractor shall report to the Engineer promptly and in writing particulars of any accident or unusual or unforeseen occurrences on the site, whether these are likely to affect progress of the work or not.

Dredging Operation:

- Log book shall be maintained for recording the accidents at site/mortality of the any aquatic mammal should be maintained. Analysis shall be carried out to assess the reason for the accident/mortality and measures should be taken to prevent repetition of the event.
- Contractors having experience of dredging and well-trained staff should only be allowed to carry out dredging. This will help in prevention of spillage of dredged material or any accidents during the dredging operations
- Dredging plan shall be prepared by contractor and submitted to BEZA for approval prior to carrying out dredging operations.
- Contractors shall submit method statement & risk assessment plan prior to carrying out any dredging work. Dredger should follow the defined safety procedures to avoid accidents and spills, and BEZA should ensure that other vessel users are provided with adequate information and instruction to avoid conflict with the dredgers.
- Adoption of safety measures for prevention of any accidents during dredging. Safety measures include floats, air jackets, emergency light, extra boats, fire-lighting system etc. EHS Guidelines General and EHS guidelines or ports, harbor and terminals should be followed for preparation of site-specific emergency management plan

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

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

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

- a. Operators should have: license, training, qualifications, certifications and medical fitness.
- b. Safeguard and Control Measures:
 - i. Heavy Equipment should be equipped with: back-up alarm, horn and seat belt.
 - ii. All Motorized Heavy Equipment should require Rollover Protective Structures (ROPS) with seat restraints.
 - iii. Ensure the visibility of workers through their use of high visibility vests when working in or walking through heavy equipment operating areas;
 - iv. Inspections Before use
 - v. Traffic Management Plan (TMP): TMP should be developed for project/ site to ensure safe interactions between work activities, equipment, people and environment.

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

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

Fall from height:

- a. Choose the right access equipment for work at height (e.g., using mobile elevated work platform instead of a ladder)
- b. Provide edge protection such as using guard-rails and toe boards at open sides
- c. Install safety canopy or safety nets strong enough to retain individuals
- d. Provided workers personal fall arrest systems such as a harness with a short work restraint lanyard properly secured to a suitable anchorage point may be used.


Slips and trips:

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

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

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

Electrical Safety: Safeguard and Control Measures include but not limited to:

- a. Insulation - insulate electrical conductors with glass, rubber or plastic
 - b. Electrical protective devices - interrupts current flow when it exceeds conductor capacity likes fuses, circuit breakers & ground fault circuit interrupters (GFCI's)
- 

- c. Only competent persons who are trained and qualified to work on electrical equipment
- d. PPE for electrical work includes: Hard hat, Safety glasses, Long sleeve cotton shirt and long non-melting pants
- e. Regularly check electrical equipment
- f. Give instruction to workers to report any electrical faults immediately and stop using the tool or cable as soon as any damage is seen.
- g. Where possible, eliminate risks by using battery powered or cordless tools or tools which operate from a 110V supply system

Measure for combating Pandemic and endemic diseases:

Contractor will comply with the Government Instruction regarding COVID-19 and other pandemic and endemic diseases to ensure safe working environment and labor conditions.

Clause 4.18: Protection of Environment

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

The values for emissions, surface discharges, effluent and any other pollutants from the Contractor's activities that shall not be exceeded 20% of the GHG emission, especially Carbon Di-Oxide.

Clause No. 4.21: Security of the Site

The requirements for the security arrangements (ESS4 of the ESF states the principles of proportionality, GIIP as per ILO standard and as per applicable national law should be applicable). The contractor will ensure life and livelihood to the adjacent area of the proposed land filling. The contractor shall ensure that the surrounding land or crops are not damaged during earth filling, especially by ensuring that saline water does not enter.

Clause No. 4.23 (c): Archeological and Geological Findings

Not Required

2. Labor Welfare

Clause No. 6.2: Rate of Wages and Conditions of Labour

As per requirements of ESS2 of ESF, the Contractor shall:

- a. The contractor will ensure minimum 30% local labor especially in the non-skilled jobs.
- b. Provide written agreement of contract to workers and payment slip
- c. Ensure discrimination on employment and payment of wages are avoided and local people are given preference over outside labors meeting the job description
- d. Pay wages as per current Labor Law and Government regulation
- e. Keep records of hours worked, remuneration and deductions (including overtime), collective bargaining agreements;
- f. Record incidents and corresponding Root Cause Analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required (for example, revised job safety analysis, new or different equipment, skills training, and so forth)
- g. Ensure safe and healthy work and living conditions including maintaining of COVID-19 protocols, separate toilets for male and female, breast feeding corner for female employees, toilet cleanliness and hygiene maintenance.
- h. Establish a GRM to raise worker grievances
- i. Use of Child labor and forced labor is strictly prohibited.

Clause No. 6.5: Working Hours

Contractor to follow the Bangladesh Labour Act 2006 and ILO Rules for maximum working hours in a day which is restricted to 8 (eight) hours. Workers working over 8 (eight) hours will be entitled to extra allowance for overtime.

Clause 6.27: Training of Contractor's Personnel and Code of Conduct (CoC)

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

- ESMP implementation and capacity building Training for site workers
- SEA/SH (Sexual Exploitation and Abuse/ Sexual Harassment)

- Health, safety and hygiene
- Awareness training about the communicable diseases like STDs, HIV/AIDS etc.
- Training on resource efficiency
- Waste management
- Community health and safety Training
- Occupational Health and Safety (OHS) Training including GRM, GBV, SEA
- Community health and safety Training
- Standard operating procedures (SOP) for construction works
- COVID-19/Pandemic/Endemic Protocol

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

Issues Relevant to SEA/SH/GBV

Contractors must address the risk of SEA/SH/GBV, through:

- a. Mandatory and repeated training and awareness raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women;
- b. Informing workers about national laws that make SEA/SH a punishable offence which is prosecuted;
- c. Introducing and signing of a Worker Code of Conduct by all workers as part of the employment contract, and including sanctions for non-compliance (e.g., termination).
- d. Adopting a policy to cooperate with law enforcement agencies in investigating complaints about gender-based violence. In this regard, the contractor shall strictly adhere to the provisions of the project's GBV/SEA/SH Action Plan.
- e. The contractor also shall manage a grievance mechanism on potential GBV/SEA/SH cases under the guidance of the Project PIU and shall take into account in submitting bid the provisions for service providers in case of potential GBV victims/cases.

Labor Camp:

- a. Build labor camp within close proximity of the site. Keep it clean and hygienic with proper ventilation, sanitation, sleeping arrangement in raised bed, dining facilities, electrification and lighting;
- b. No electrical wire should be left on the floor of camp or site. Proper system should be developed and entry to the site of electricity meter should be restricted and should be allowed for authorized personnel only;
- c. The construction camps should be at least 500 m distance from habitations from the nearest settlements to avoid conflicts and stress over the infrastructure facilities with the local community;
- d. Location for stockyards for construction materials will be identified at least 1 km from water sources;
- e. Store house for hazardous material like diesel should be at distance from construction labour camps;
- f. Construction camps shall be provided with sanitary latrines (1 per 25 pax), bathing facility and urinals. Provide separate toilets and washing facilities for men and women. Keep those facilities in a clean, accessible and hygienic condition;
- g. Supply safe drinking water to the site. The camp should be cleaned daily;
- h. Provide sufficient number of waste bins to store different categories of wastes. Provide a designated waste collection area for dumping wastes before disposal;
- i. Ensure adequate drainage arrangement inside the camp. All sites used for camps will be adequately drained. They will not be subject to periodic flooding, nor located within 300 feet of pools, sink holes or other surface collections of water unless such water surface can be subjected to mosquito control measures;
- j. The camps will be located such that the drainage from and through the camps will not endanger any domestic or public water supply. All sites will be graded, ditched and rendered free from depressions such that water may get stagnant and become a nuisance
- k. Sanitary latrines shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings;

- l. Adequate and suitable facilities for washing clothes and utensils shall be provided and maintained for the use of contract labour employed therein.
- m. Sewerage drains will be provided for the flow of used water outside the camp.
- n. Drains and ditches will be treated with bleaching powder on a regular basis.
- o. The sewage system for the camp will be properly designed, built and operated so that no health hazard occurs and no pollution to the air, ground or adjacent watercourses takes place.
- p. Crèche facility should be provided for children if female workers are employed;
- q. The living accommodation and ancillary facilities for labour shall be erected and maintained to standards and scales approved by the resident engineer

First Aid

Contractor shall ensure emergency requirements of first aid as below:

- a. First aid facilities should be made available at construction camp. First aid box should contain small, medium and large sized sterilized dressings, sterilized burns dressings, 2 % alcoholic solution of iodine, bottle containing salvolatile, snakebite lancet, bottle of potassium permanganate crystals, scissors, Ointment for burns & surgical antiseptic solution;
- b. 1 first aid box should be available per 50 labour;
- c. A person trained in first-aid treatment shall be made in charge who shall always be readily available during the working hours at the work place;
- d. A suitable motor four-wheeler transport shall be kept readily available to carry injured or ill person to the nearest hospital.

Grievance Mechanism for Workers

Contractors will establish a labor related GRM according to the following principles:

- a. Provision of Information: All workers should be informed about the grievance mechanism at the time they are hired, and details about how it operates should be easily available, for example, included in worker documentation or on noticeboards;
- b. Transparency of the Process: Workers must know to whom they can turn in the event of a grievance and the support and sources of advice that are available to them. All line and senior managers must be familiar with their organization's grievance procedure.
- c. Uptake Channel. A number of grievance uptake channels will be established (Phone, SMS, email, in person) which will receive grievances. This will be communicated to the workers. A log of grievances will also be maintained.
- d. Keeping it Up to Date: The process should be regularly reviewed and kept up to date, for example, by referencing any new statutory guidelines, changes in contracts or representation.
- e. Confidentiality: The process should ensure that a complaint is dealt with confidentially. While the procedures may specify that complaints should first be made to the workers' line manager, there should also be the option of raising a grievance first with an alternative manager, for example, a human resource (personnel) manager;
- f. Non-Retribution: Procedures should guarantee that any worker raising a complaint will not be subject to any reprisal;
- g. Reasonable Timescales: Procedures should allow for time to investigate grievances fully but should aim for swift resolutions. The longer a grievance is allowed to continue, the harder it can be for both sides to get back to normal afterwards. Time limits should be set for each stage of the process, for example, a maximum time between a grievance being raised and the setting up of a meeting to investigate it;
- h. Right of Appeal: A worker should have the right to appeal if he or she is not happy with the initial finding
- i. Right to be Accompanied: In any meetings or hearings, the worker should have the right to be accompanied by a colleague, friend or union representative
- j. Keeping Records: Written records should be kept at all stages. The initial complaint should be in writing, if possible, along with the response, notes of any meetings and the findings and the reasons for the findings;
- k. Relationship with Collective Agreements: Grievance procedures should be consistent with any

collective agreements;

1. Relationship with Regulation: Grievance processes should be compliant with the national employment code.

Code of Conduct (CoC)

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

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

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

The Contractor will follow the Labor Management Procedures of the PRIDE project (<https://www.beza.gov.bd/wp-content/uploads/2020/03/Labour-Management-Procedure-LMP-for-PRIDE-Project-of-BEZA.pdf>). A sample Code of Conduct in Bangla is attached.

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

3. Resource Efficiency and Pollution Prevention and Management Requirements

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

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

Control of Air Pollution:

Air pollution will occur due to site preparation, dredging operation, earth filling, stack yards and labour shed construction, grading and movement of vehicles and the mitigation measures are:

- a) Ensure that all vehicles and machines comply with technical and environmental safety regulations;
- b) Schedule the operation times for vehicles, machines working in the construction area to reduce air emissions;
- c) The contractor shall maintain an inventory of the number, type and location of all stationary emission sources within the boundary of the construction site during the period of construction;
- d) The Contractor shall undertake at all times to prevent dust nuisance and excessive exhaust emissions as a result of his activities;
- e) Before the commencement of any work, the Engineer may require the methods of working and equipment intended to be used on the site to be made available for inspection and approval to ensure that they are suitable for the project;
- f) The Contractor shall ensure that all Plant and Equipment to be used on site are properly maintained in good operating condition and that the Plant and Equipment does not give rise to excessive exhaust smoke emissions;
- g) In the process of material handling, any material which has the potential to create dust shall be treated with water or wetting agent sprays, especially when dusty materials are being loaded or unloaded;
- h) Any vehicle with an open load-carrying area used for moving materials, and having the potential to create dust, shall have properly fitting side and tail boards. Materials having the potential to create dust

shall not be loaded to a level higher than the side and tail boards, and shall be covered by a clean tarpaulin. The tarpaulin shall be properly secured and shall extend at least 300 mm over the edges of the side and tail boards;

- i) Stockpiles of dusty materials will be covered by polythene or tarpaulin;
- j) The Contractor shall frequently clean and water the any public road used by vehicles accessing the site to minimize the fugitive dust emissions;
- k) Regular watering and sprinkling for dust suppression are to be done properly;
- l) Compaction of prepared site to re-strain the fugitive emissions;
- m) The Contractor shall restrict all vehicles on the Site to a maximum speed of 15-20 km/hr km per hour and confine haulage and delivery vehicles to designated roadways inside the site.;
- n) Where inspection of the site by the Engineer or the monitoring indicates significant increase in dust level the contractor shall review the mitigation measures that will include but not limited to the following
 - Checking of water spraying/dust suppression equipment;
 - Maintenance or replacement of any plant or equipment contributing to the impact;
 - Checking and maintenance of tarpaulin or enclosures used; to cover the aggregates generating dust.
- o) The contractor shall, as a result of the review, implement any further mitigation measures that may be required such that the dust levels are reduced.
- p) In the case that the contractor fails to implement the necessary mitigation measures or the increased dust level persists despite the mitigation measures then the Engineer can instruct the Contractor to temporarily suspend the causative works until the Engineer is assured that proper mitigation measures have been implemented;
- q) Air quality monitoring to be carried out during construction phase to check the pollutants level in the air.

Control of water pollution:

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

- a) The contractor shall design methods of working to minimize water pollution and to meet the appropriate environmental standards and shall provide experienced personnel with suitable training to ensure that these methods are implemented.
 - b) The contractor shall provide toilets with septic tanks system or sanitary pits of sufficient capacity for the number of workers on the site. No overflows from the storage tanks to the surface water drains will be permitted;
 - c) Water pollution may occur due to: diesel and oil, cement, glues. Paint, other toxic chemicals etc. All of these contaminants have the potential to end up in water bodies as a result of runoff from construction site in a number of ways, such as through drains, seeping into soil, or runoff directly into nearby water bodies. Remedial measures may include:
 - d) Keep materials such as sand or cement secure: Materials must be located where there isn't a risk of them being washed into waterways or drains.
 - e) Monitor and improve management and disposal of site waste: Contractor to ensure all waste is correctly dealt with to stop it from spreading.
 - f) Cover up all drains to prevent waste from ending up in the water.
 - g) Minimize land disturbance and leave maximum vegetation cover.
 - h) Properly collect and treat any wastewater
 - i) Regular monitoring of the water quality during the dredging/land filling operation. If monitoring of the water quality of the Ichakhali canal and adjacent water bodies indicates any adverse impact on the surface water the contractor shall check whether this impact is due to any project activities and take appropriate mitigation measures to prevent such adverse impact from project activities;
 - j) Ichhakhali canal at site has been retained and no waste is disposed off in the canal;
 - k) Silts are removed periodically from these stilt traps to avoid choking and overflow.
- In addition to the above measures, the following mitigation measures should be followed for controlling water pollution caused during the dredging operations:
- i. Dredging should be carried out only by licensed dredgers;



- ii. Dredging to be carried out in the stretches taking into account the possible dredging locations map (Attachment 1) with prior approval from the client;
- iii. Dredged material extracted should be tested for toxicity & contamination;
- iv. Usage of silt or air bubble screens/curtains should be explored to minimize the sediment release during dredging operations;
- v. Dredger should be selected as per the strata to be dredged;
- vi. To minimize the sediment dispersal during disposal of dredge sediments, cutter should be placed close to the bed possible preferable at a level of 1m above the bed to minimise the dispersal of sediments;
- vii. Regular servicing and maintenance of dredgers should be taken up so as to prevent any leakage of the dredged material. Leakage detection of the sediment transportation pipe should be carried out regularly to prevent any sediment loss and water pollution at leakage location. Corrective actions should be taken immediately after detection of such leaks.

In case the contractor fails to implement the necessary mitigation measures or the water quality deterioration persists due to project activities then the Engineer can instruct the contractor to temporarily suspend the causative works until the Engineer is assured that proper mitigation measures have been implemented and the water quality has returned to acceptable levels.

Control of Soil Pollution:

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

- Excess dredged material should not be disposed at any location other than the project location;
- Construction vehicles will remain on compacted roads;
- Fuel, lubricating oil, and used oil storage areas will be in the designated area;
- Contractor shall ensure daily collection and disposal of construction waste, debris, oil, fuel spillage, used oil etc;
- To avoid soil compaction along the transportation routes, only identified haul roads would be used for transportation;
- Sedimentation tanks should be provided in line with storm water drains to trap the sediments from run-off. Sand bags can be used to trap sediments more effectively.

Control of Pollution from Dredging Materials:

- a. Dredged material to be used should be checked for toxicity of the heavy metals prior carrying out dredging and its usage for filling the land and any other construction purpose. Parameters to be tested should include heavy metals like Fe, Cu, Zn, Cd, Cr, Ni, Mn, Al, Pb, Mg, As, PAHs and PVC through authorized/accredited environmental laboratory. Concentration of the heavy metals should be checked against the limits as specified in available standards of the EIA report. This report should be submitted to BEZA prior starting land filling and dredging operations. After approval of BEZA only, land filling should be started.
- b. Excess dredged material should not be disposed at any location other than the project Location.

Control of Noise Pollution:

Noise pollution may occur because of: Operation of vehicles and equipment during the site preparation, earth work, stack yards and labour shed construction, transportation of construction materials, and mitigation measures are suggested below:

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

Hazardous and non-hazardous Waste Management



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, solid waste, dredging materials, wastewater etc. While hazardous waste may include used oil, empty drums or replaced parts of the construction machinery, used battery etc. Mitigation Measures are given below:

- a) The Contractor shall provide sufficient containers on the site for the temporary storage of solid waste generated from project activities;
- b) Separate containers shall be provided for hazardous and non-hazardous wastes, which will be clearly labeled;
- c) 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;
- d) The camp site shall have separate bins for collecting the organic and inorganic waste;
- e) The contractor shall provide appropriate facilities for temporary dumping of all types of wastes before their proper disposal;
- f) The contractor shall not dispose any waste, rubbish or offensive matter in any place not approved by the Engineer or Statutory Authority having jurisdiction;
- g) The contractor shall construct sanitary latrine or septic tank system or install portable cabin toilet for workers/ employees;
- h) In case the contractor fails to implement waste management measures then the Engineer can instruct the contractor to temporarily suspend the causative works until the Engineer is assured that proper mitigation measures have been implemented.

4.0 Community Health Safety Requirements

Security of the Site

The contractor shall provide necessary security arrangements as per requirements of ESS4 of the ESF (the principles of proportionality), BEZA building construction rules, Bangladesh National Building Code (BNBC), and Good International Industry Practice (GIIP) as per ILO standard and as per applicable national law.

Dissemination of Information Regarding Construction Work

The contractor shall disseminate following information of the project through installation of signboards informing the local residents who live nearby the proposed project area.

- Location of construction work
- Notices of the construction work etc.

Installation of boundary fence

For the smooth and safety operation of traffics, the contractor shall install boundary fence (at least 2 m height) around the working area. Contractor shall be responsible for arranging of the barricades or fence and type of materials. The contractor will deploy security personnel to prevent unauthorized entry to the site. The contractor shall undertake at all times to maintain safety operation of traffics during construction works.

Safety Signs/ Markings

The contractor will provide safety signs/ markings around the site. Size and locations of signs will be as per the instruction of the engineer.

Reporting Requirement

If there is any public complaint reported, immediate action should be taken informing the engineer including the written report stating the details. The Contractor shall also report such incidences in the monthly and quarterly report, as set out in the ES monitoring plan.

Management and Safety of Hazardous Materials

Contractor will avoid or minimize community exposure to hazardous materials and substances that may be released by the project activities, project-related traffic and road safety risks, diseases and hazard due to use of vibratory equipment, construction debris handling and disposal etc. Contractor will ensure effective

measures in place to address emergency events. Ensure that safeguarding of personnel and property is carried out in a manner that avoids or minimizes risks to the project affected communities.

Emergency Contact:

To handle any emergency situation during construction following minimum information should be available at site: :

- Name & Address of Contractor
- Project Location
- Name, Designation & Contact Numbers of the organization, nearby hospitals, fire agencies, police offices etc. and key personnel including their assigned responsibilities in case of an emergency to be specified .
- Site Layout Diagram showing location of fire extinguishers, emergency collection area and fire alarm.

Traffic Management:

Materials carrying vehicles and construction vehicles (Excavator, pay loader, grader, dump-truck etc.) may damage environment in the construction area and may be a disturbance to nearby population.

Without proper traffic management accidents may also occur. Consequence Mitigation Measures are suggested below:

- Defensive driving training of drivers and proper maintenance of vehicles.
- Establishing diversion roads during the construction;
- Place traffic sign/cautionary sign to avoid undue traffic congestion
- At night, the passage shall be delineated with lanterns/ suitable light source. As night traffic is significant in the adjacent areas, movement of construction vehicles to be planned during off-peak period.
- For regulation of traffic, the flagmen shall be equipped with red and green flags and illuminating vest at night especially near at intersection.

Development and implementation of traffic management plan.

Measure for combating Pandemic and endemic diseases

Contractor will comply with the Government Instruction regarding COVID-19 and other pandemic and endemic diseases for any kind of engagement at the community level.

5.0 Biodiversity Conservation & Sustainable Management of Living Natural Resource

Requirements:

The contractor shall follow the mitigation measures as suggested below:

- a) Dredging should be carried out considering related law/policy/circulars of breeding & spawning season of fishes;
- b) Measures like provision of bubble curtains or creation of agitation in water should be carried out prior carrying out dredging operations so as to provide avoidance time and let the species move away from dredging point and to prevent any injury/mortality. Dredging operations should be halted in case of sighting of Rare Endangered Threatened (RET) species, if any;
- c) Contractors should submit SOPs and action time chart with risk management plan prior to any dredging work. Dredging sub-contractor should follow the defined safety procedures to avoid accidents and spills, and BEZA should ensure that other vessel users are provided with adequate information and instruction to avoid conflict with the dredgers.

6.0 ES Monitoring, Reporting and Documentation Requirements

General instruction

- a) Implementation shall include monitoring and reporting on the results of the above measures. Monitoring reports shall be submitted on a monthly and quarterly basis as per the schedule of table 1.1.
- b) The Contractor shall accurately test and measure the ES parameters as approved by the Engineer. All tests to be conducted from government approved labs.
- c) Details of parameters to be monitored, locations (as guideline) and frequency of monitoring are shown in Table 1-2 of this document.

Reporting and Documentation Requirements

Reporting: As per the monitoring requirements, the contractor is required to prepare following reports and

submit them to Engineer for approval.

Table 1-1: ES Monitoring Report Schedules.

Submission	Contents
Baseline Report Before Starting dredging/land filling Operation	<ul style="list-style-type: none"> • Approach and Methodology for Implementing ES monitoring plan; • Key Project Concern, Activity Summary and ES Action Plan; • All applicable monitoring items specified in the table 1-1 of ES Monitoring plan including the test result shown from government approved/accredited lab as separate annex; • Consultation with stakeholders, Contractor's response and follow-up measures.
Monthly report 10 th of the next month	<ul style="list-style-type: none"> • project activity summary; • Complaints by public or authorities and the Contractor's responses or action plans; • Summary of the daily site inspection records; • Accidents and incidences; • All applicable monitoring items specified in the table 1-1 of ES Monitoring plan including the test result shown from government approved lab as separate annex; • Mitigation measures undertaken in case the test result exceeding the allowable limit; • Compliances of the monitoring items and counter measures if it is applicable within next month. • Overall Labor engagement summary • GRM/ complaints updates
Quarterly report 15 th of the next month after each quarter	<ul style="list-style-type: none"> • activity summary; • Complaints by public or authorities and the Contractor's responses or action plans (if any); • Quarterly summary of the monthly monitoring items; • All applicable monitoring items specified in the table 1-1 of ES Monitoring plan; • Summary of mitigation measures undertaken in case the test result exceeding the allowable limit; • Compliances of the monitoring items and counter measures if it is applicable within next quarter; • Outstanding ES issues so far;

- (1) Submission of Summary of Monitoring Report for Approval: Contractor to submit a summary of monitoring report after completion of the whole works summarizing the results of the environmental monitoring, highlighting problem areas, the cause thereof and the remedial measures/action taken, if any. All the data obtained from the monitoring shall be compiled in appropriate forms approved by the Engineer.
- (2) All data shall be submitted to the Engineer in Microsoft Excel or Word format, and printed copy provided according to the requirement of the engineer.
- (3) Latitudes, longitudes including photographs showing the sampling points and field measurement should be included in the monitoring report. All tests to be conducted from government approved institutions/organizations.
- (4) The Contractor shall submit the monitoring report as per the format agreed by the engineer.
- (5) Additionally daily site inspection and records will be conducted and preserved by contractor:
 - i. The contractor shall prepare its daily site inspection sheets as per the potential impacts by its activities;
 - ii. The Contractor shall submit the monthly report based on the daily inspections and their

result records with photos and/or other factual information sheets/documents.

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Monitoring specifications**Table 1.1 Environmental and Social Monitoring Plan**

Affecte d Compo nent	Environme ntal Issue	Parameters to be Monitored	Location	Measure ments	Frequency	Responsi bility
Ambient Air Quality	Dust generation	SPM, PM _{2.5} , PM ₁₀ , CO, SO ₂ , NO _x .	At 04 Locations (At project site, nearest settlement/I mportant Sensitive Receptors: as directed by engineer)	24-hour	Quarterly including the baseline condition. (before, during and after the construction) as per the instruction of engineer	Contractor
		General air quality (visibility)	- Project site	Visual Inspectio n	Daily	Contractor
Noise	Increase in ambient noise levels	Noise levels in Leq, Leq _{day} , Leq _{night} and hourly Leq	At 04 Locations (At project site, nearest settlement/I mportant Sensitive Receptors: as directed by engineer)	24-hour	Monthly including the baseline and daily during the land developmen t works.	Contractor
Water	Ground water quality for drinking	Drinking water quality parameters notably pH, Manganese, Iron, Arsenic, TC, FC, pH, DO, TDS, Turbidity, Chloride, Fluoride, Manganese, Arsenic, Iron, Total Coliform, Fecal Coliform, Electrical Conductivity (EC), Total Sulphate (T-S), Total Suspended Solid (TSS), Lead (Pb), Calcium (ca) and Total Phosphorus (T-P). etc.	labour camp	Standard Analytic al methods	Quarterly	Contractor

Affected Component	Environmental Issue	Parameters to be Monitored	Location	Measurements	Frequency	Responsibility
	Surface Water Quality	Water temperature, Total Dissolved Solid, Salinity, Turbidity, Total Suspended Solids (TSS), mg/l, pH value at ambient temperature, Dissolved oxygen (DO), Biochemical Oxygen Demand (BOD5), Chemical Oxygen Demand (COD), Total nitrogen, (T-N), Total phosphorus (T-P), Oils and greases, Coliform bacteria, MPN/100 ml, Heavy Metals Such as As, Pb, Fl etc. as per Schedule 10 ECR 1997.	Isakhali canal or nearby water bodies as directed by engineer	Standard Analytical methods	Monthly including the baseline (before, during and after the construction) as per the instruction of engineer	Contractor
Sediment	Quality of dredged sediment	pH, Total Sulphur (T-S), NH ₄ ⁺ , Total Nitrogen (T-N), Total Phosphorus (T-P), Total Mercury (T-Hg), Cadmium (Cd), Total Cyanides (CN), Chromium (Cr & Cr+6), Lead (Pb), Arsenic (As), Polychlorinated biphenyl (PCB), Copper (Cu), Zinc (Zn), Oil & Grease and Salinity.	Dredging Site and Land filing area.	Standard Analytical methods	Baseline, Once during Dredging Operation, and after land filling activities.	Contractor
Occupational Health and Safety	Accidents or incidents	Near-misses, incidents, occupational diseases, dangerous occurrences	Project activity areas and construction workers camp	Incidents /accidents	Daily	Contractor
Infectious Diseases	Risk of HIV/AIDS	Ensuring that contractor's personnel and local community	Project site	Consultation with workers and	Daily	Contractor /



Affected Component	Environmental Issue	Parameters to be Monitored	Location	Measurements	Frequency	Responsibility
		understand HIV-AIDS awareness campaign		community		
Community Health and Safety	Community disturbance and potential safety hazard due to road traffic	Accidents, incidents and complaints and traffic related issues: --Speed control of construction vehicles, -Timing/scheduling of construction vehicles, -Traffic control, -Site attention sign/traffic flag man etc. -SEA/SH Issues	Approach Road	Incidents, accidents and community complaints	Daily	Contractor

The provision of budget for capacity building of contractor's staff in ES related issues and other important requirements of ES must be kept as per ESMP of the project. The training will be coordinated by the ES team of the project. All the logistics and related support should be provided by the contractors.

Payment for ES Requirements

All the ES requirement related cost is included in the BOQ and additional cost (if any) for implementing the updated ESMP as per recommendations of the ESIA is included in the Specified Provisional Sum. Accordingly, Payments will be made based on the progress of the activities mentioned above.

Annexure to the Environmental and Social Requirements

Code of Conduct

যৌন নির্যাতন/ হয়রানি বিষয়ক আচরণবিধি ও নীতিমালা

ভূমিকা

এই কোম্পানি এমনভাবে কাজ করে যেন এলাকার পরিবেশ, এলাকা আর কর্মীদের উপর কোন খারাপ প্রভাব না পড়ে। সেখানে যৌন নির্যাতন এবং হয়রানির কোনও জায়গা নেই। কর্মী, ঠিকাদার, সরবরাহকারী, সহযোগী, এবং প্রতিনিধি যারা কাজ করবেন তাদের এমন আচরণ সহ্য করা হবে না। এই নীতিমালা গুলো হলঃ

১. যৌন নির্যাতন এবং হয়রানি সম্পর্কে একটি ধারণা তৈরি করা।
২. কোম্পানির কর্মীদের যৌন নির্যাতন এবং হয়রানির বিরুদ্ধে রিপোর্ট করার গাইডলাইন তৈরি করা এবং
৩. এই আচরণবিধি যারা ভাঙবেন তাদের শাস্তিগুলো সম্পর্কে জানানো।

সংজ্ঞা

যৌন শোষণ ও নির্যাতন

কারো দুর্বলতা বা বিশ্বাসের সুবিধা নেওয়া এবং তা যৌন উদ্দেশ্যে ব্যবহার করা। অন্যের উপর যৌন শোষণ করা আর আর্থিক, সামাজিক বা রাজনৈতিক ভাবে লাভবান হওয়া।

যৌন হয়রানি:

অথবা যৌন সুবিধার জন্য অনুরোধ এবং যেকোন বাজে মৌখিক বা শারীরিক আচরণ করা।

যৌন হয়রানি বনাম যৌন শোষণ ও নির্যাতন

যৌন শোষণ ও নির্যাতন যেকোন ব্যক্তির বিরুদ্ধে ঘটতে পারে। যৌন হয়রানি কোম্পানির যেকোন কর্মীর মধ্যে ঘটতে পারে এবং সেটা যেকোন ধরনের যৌন আচরণ হতে পারে। এই দুইটি বিষয়ের মধ্যে পার্থক্য করা জানতে হবে, যেন কর্মীরা প্রশিক্ষণে সেগুলো শিখতে পারে।

একজন ব্যক্তির মনের ইচ্ছায় কোন কিছু করাকে সম্মতি বলা হয়। যেকোন কাজ করার আগে সবার নিজের নিজের সম্মতি থাকতে হবে, মন না চাইলে নিজের ইচ্ছায় তা মানাও করা যাবে। যদি হুমকি, মিথ্যা, জবরদস্তি বা শক্তি ব্যবহার করা হয়, তবে তা সম্মতি নয়। এই আচরণবিধিতে ১৮ বছরের কম বয়সী কেউ সম্মতি জানাতে পারবেন না, বেশিরভাগ ব্যক্তির বয়স কম হলেও তা মানা হবে না। বয়স নিয়ে ভুল করার কোন সুযোগ নেই।

নিচের যেকোন উপায়ে নেওয়া হলে তাকে সম্মতি বলা হবে নাঃ

- হুমকি, শক্তি বা জবরদস্তি, অপহরণ, জালিয়াতি, কারসাজি, প্রতারণা বা ভুল ব্যবহার করা
- যার অধিকার তাকে না দেওয়া এবং হুমকি দেওয়া, বা
- বিনিময়ে কোনো সুবিধার আশা দেওয়া।

কোন এলাকার ব্যক্তি বা সহকর্মীর বিরুদ্ধে কোন অন্যায় তো করা যাবেই না, যেকোন ধরনের যৌন নির্যাতনের প্রতিরোধ এবং রিপোর্ট করতে হবেঃ

(১) যৌন শোষণ এবং অপব্যবহারের কিছু উদাহরণঃ

- একজন প্রজেক্ট কর্মী এলাকার মহিলাদের বলেন যে তিনি যৌনতার বিনিময়ে তাঁদেরকে সাইটের (রাশ্রাবাসা এবং পরিষ্কার করা) চাকরি দিতে পারবেন।
- একজন কর্মী যিনি বাসাবাড়িতে বিদ্যুতের লাইনের কাজ করেন এবং বলেন যে তিনি যৌনতার বিনিময়ে বিদ্যুতের লাইন দিতে পারবেন।
- একজন প্রজেক্ট কর্মী বেতন পেয়ে মাতাল হয়ে স্থানীয় মহিলাকে ধর্ষণ করেন।
- একজন প্রজেক্ট কর্মী সাইটের ভিতর দিয়ে যাওয়া একজন মহিলাকে বাধা দেন যতক্ষণ না পর্যন্ত ওই মহিলার কাছ থেকে যৌন কর্মের আশ্বাস না পান।
- একজন ম্যানেজার কোনও মহিলা চাকরির জন্য আবেদন করলে বলেন যে উনি কেবল যৌনমিলনের বিনিময়ে চাকরি দিবেন।
- প্রজেক্টের কাজ চলেছে এমন রাস্তা দিয়ে যাওয়া ১৭ বছর বয়সী এক কিশোরীকে এক কর্মী প্রেমের প্রস্তাব দেন এবং যৌন কর্ম করেন।

(২) কর্মক্ষেত্রে যৌন হয়রানির কিছু উদাহরণঃ

- পুরুষ কর্মীরা মহিলা কর্মীদের সামনে যৌন বাসনা নিয়ে (ভাল আর খারাপ দুইরকমই) মন্তব্য করেন।
- একজন মহিলা কর্মী উনার পোশাক-আশাক নিয়ে মন্তব্য করা আরেক পুরুষ কর্মীর বিরুদ্ধে অভিযোগ করেন, তখন মহিলাকে বলা হয় "আপনারই দোষ।"
- একজন পুরুষ ম্যানেজার একজন মহিলা স্টাফের পাশ দিয়ে যাওয়ার সময় উনাকে স্পর্শ করেন। তা দেখে একজন পুরুষ স্টাফ বলেন যে ম্যানেজারকে নগ্ন ছবি পাঠালে উনার বেতন বেড়ে যাবে।

ব্যক্তিগত স্বাক্ষরিত অঙ্গীকারঃ

আমি, _____ মানি যে সব ধরনের যৌন শোষণ এবং নির্যাতন এবং যৌন হয়রানি নিষিদ্ধ। একজন (সাব-কন্ট্রাক্ট এজেন্সি) এর (কর্মচারী / ঠিকাদার) হিসাবে, আমি মানি যে কাজের জায়গায়, কর্মীদের ক্যাম্প বা আশেপাশের এলাকার উপর যৌন শোষণ অথবা যৌন হয়রানি করলে এই আচরণবিধি ভাঙা হবে। আমি বুঝি, যৌন শোষণ অথবা যৌন হয়রানির জন্য আমার কাজে নিষেধ, জরিমানা বা চাকরি হারানোর সম্ভাবনা রয়েছে। যারা যৌন শোষণ অথবা যৌন হয়রানি করেন তাদের নামে উপযুক্ত মামলা করা হতে পারে।

আমি সম্মতি দিচ্ছি যে প্রজেক্টে কাজ করার সময় আমিঃ

- লিঙ্গ, বর্ণ, জাত, ভাষা, ধর্ম, রাজনৈতিক, জাতীয়তা, জাতিগত, অক্ষম, জন্মসূত্র এবং অন্যান্য সকল পরিচয়ের শিশু (১৮ বছরের কম বয়সী) সহ সকল ব্যক্তির সাথে শ্রদ্ধার সাথে আচরণ করবো।
- এমন পরিবেশ তৈরি করবো যা যৌন শোষণ অথবা যৌন হয়রানিকে বাধা দেয় এবং এই আচরণবিধি মেনে চলে। আমি সেই নিয়মগুলো মেনে চলবো যা এই পরিবেশ বজায় রাখে।
- কোন যৌন শোষণ অথবা যৌন হয়রানির কাজে অংশ নিব না যা এই আচরণবিধি ও দেশের আইনে মানা করা আছে।
- মহিলা, শিশু বা পুরুষদের প্রতি হয়রানি, খারাপ ও অশ্লীল আচরণ করব না।
- কোন যৌন কর্মে শিশুদের কাছ থেকে সম্মতিও নেওয়ার চেষ্টা করবো না।
- কোন কিছুর বিনিময়ে যৌন কর্ম করবো না, যা উপরে বলা হয়েছে।

আমি প্রতিশ্রুতিবদ্ধঃ

- প্রজেক্টের সাইটে এবং বাইরে সব ক্ষেত্রেই এই নিয়মগুলো মেনে চলবো।
- যৌন শোষণ অথবা যৌন হয়রানি প্রতিরোধের ট্রেনিং কোর্সে ভালোভাবে অংশগ্রহণ করবো।

আমি যদি প্রজেক্টের সাইটে বা আশেপাশের এলাকায় যৌন শোষণ অথবা যৌন হয়রানি দেখি বা সন্দেহ করি, সেটার খবর আমার ম্যানেজারকে জানাবো। খবরটা জানানোর আগে যে ব্যক্তি নির্যাতনের শিকার হয়েছে তার সম্মতি নিতে হবে আর উনার সুরক্ষার কথা চিন্তা করতে হবে। সুরক্ষার জন্য আমি ঘটনার চূড়ান্ত গোপনীয়তা রাখবো।

নিষেধাজ্ঞাঃ আমি যদি এই ব্যক্তিগত আচরণবিধি না মানি তবে আমার নিয়োগকর্তা শাস্তিমূলক ব্যবস্থা নেন, যার মধ্যে থাকতে পারেঃ

- সতর্ক করে দেওয়া
- অতিরিক্ত প্রশিক্ষণ নেওয়া
- বেতন কমানো
- চাকরি স্থগিত (বেতন পরিশোধ করে বা ছাড়াই)



- চাকরী ছাটাই
- পুলিশ বা অন্যান্য কর্তৃপক্ষকে রিপোর্ট

এই আচরণবিধি মেনে চলা আমার দায়িত্ব আমি এমন কাজ বা আচরণ করবো না যা যৌন শোষণ অথবা যৌন হয়রানি হতে পারে আমি এটা পড়েছি, এর নিয়মগুলো মেনে চলতে চাই এবং যৌন শোষণ অথবা যৌন হয়রানির সমস্যাগুলি থামানো এবং রিপোর্ট করার জন্য আমার দায়িত্ব আমি বুঝি যে এই ব্যক্তিগত আচরণবিধি না মানলে শাস্তিদায়ক ব্যবস্থা নেয়া হতে পারে এবং আমার কাজে সমস্যা হতে পারে

স্বাক্ষর : _____

নাম : _____

শিরোনাম : _____

তারিখ : _____

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Contractor's Representative and Key Personnel

Contractor's Representative and Key Personnel

Sl. No.	Position	Numbers	Minimum Relevant academic qualifications	Minimum Total Works Experience (years)	Minimum Similar Work Experience (years)
1	Construction Project Manager	1	BSc. in Civil Engineering	Min. 15 years.	10 years
2	Field Engineer	2	BSc. in Civil Engineering	Min. 08 years.	5 years
3	Quality Control/ Material Engineer	1	BSc. in Civil Engineering	Min. 08 years.	5 years
4	Dredging Operations Engineer	1	BSc. in Mechanical/Electrical Engineering	Min. 10 years.	5 years
5	Site Engineer	3	Diploma in Civil Engineering	Min. 10 years.	5 years
6	Surveyor	2	Certificated in Surveying	Min. 08 years.	5 years
7	Field Work Supervisor	6	High School Certificate	Min. 08 years.	5 years
8	Accountant	1	Bachelor in Business Studies	Min. 08 years.	5 years
9	Site Manager	1	Bachelor Degree	Min. 10 years.	5 years



Contractor's Representative and Key Personnel (ES)

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	<i>Environmental, Health and Safety Expert</i>	Master's degree in Environmental Engineering/Science or relevant qualification. S/he needs to be familiar with the country's environmental laws as well as ESHS requirements of WB. Ability to clearly communicate in English language (listening speaking and writing) is also a minimum requirement.	Minimum of 5 years of relevant professional experience in similar works since graduation in environmental field. S/he shall have experience in preparing environmental assessments /Environmental Management Plans for any development projects.
2	<i>Social and Gender Expert</i>	<i>Master's degree in Social Science and or other related disciplines. Ability to clearly communicate in English language (listening speaking and writing) is also a minimum requirement.</i>	<i>Minimum of 5 years of relevant professional experience in monitoring, managing and assessment of risks related to social, labor and gender-based violence in similar works. .</i>
3.	Safety Supervisor	Diploma in Civil/Environmental Engineering	<i>Minimum of 3 years of relevant professional experience</i>



2

Drawings

(Attachment 2: Location map showing drawing, formation level and boundary coordinates)

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2

Supplementary Information

1. BID DRAWINGS

- 1.1 The drawing of works with location map, formation level, and boundary coordinates with relevant information regarding reclaimed areas are shown in Attachment 2. Final drawings may be delivered to the Contractor prior to the commencement of the works before "Work Program be submitted".


2. FINAL DRAWINGS

- 2.1 Drawings attached to the Bid Documents (hereinafter referred to as "Bid drawings") accompany and form part of the Contract Documents. In addition to the Bid drawings, Final drawings may also be delivered by the Engineer to the Contractor for execution of work and such drawings shall thereupon become part of the Contract.
- 2.2 During the progress of the work, drawings that will be issued by the Engineer prior to commencement of the Works and as necessity arises to supplement and/or supersede the Bid drawings.
- 2.3 The Contractor shall scrutinize such drawings as issued from time to time to the Contractor. If any ambiguity, discrepancy or mistake is found in the drawings, the same shall be referred to the Engineer before proceeding with the works, and the Engineer's decision on resolving such ambiguity, discrepancy or mistake shall be final, conclusive and binding.

3. DRAWINGS AND CALCULATIONS TO BE FURNISHED BY THE CONTRACTOR

- 3.1 The Contractor shall at his own expense prepare detailed construction drawings as needed for performance of the works (hereinafter referred to as "construction drawings"). All construction drawings and relevant documents prepared by the contractor shall be submitted to the Engineer for his approval. The drawings submitted by the contractor shall be clear and complete.
- 3.2 If any changes needed during construction shall be informed by sending another set of revised drawing and relevant documents.

4. RIGHT TO CHANGE DESIGN AND DRAWINGS

- 4.1 When additional information regarding foundation conditions become available as a result of excavation work and further testing, and if found desirable to make changes in the alignment, cross-sections, dimensions or design to conform to such conditions, the Employer/Engineer reserves the right to make the necessary or desirable changes to the opinion of the Engineer.
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5. **“AS-BUILT” DRAWINGS**

- 5.1 The Contractor shall submit three sets of as-built drawings of the completed works, clearly printed drawings with soft copy in AutoCAD and pdf format, to the owner before the expiration of period of Maintenance.
- 5.2 The “As-Built” Drawings shall clearly show the lines and dimensions of the permanent construction actually made based on the original design and/or change of design from time to time ordered by the Engineer or proposed by the Contractor and approved by the Engineer.

6. **MEASUREMENT AND PAYMENT**

- 6.1 Specified payment clauses of contract conditions shall apply for measurement and payment.

7. **SETTING-OUT AND SURVEY OF THE WORKS**

- 7.1 The Contractor shall re-survey the Base Lines, Traverse Points, Bench Marks and confirm the co-ordinates and levels of the Stations before using them for setting out the Works. The Contractor shall immediately notify the Engineer of any discrepancies and shall agree with the Engineer any amended values to be used in the Contract, including replacement of any Stations missing from the original location.
- 7.2 The Contractor shall employ well-qualified and experienced surveyors for the execution of survey and setting-outworks.
- 7.3 The Contractor shall be responsible for the setting-out centre-lines, longitudinal and cross sections of the ground in accordance with the requirements. Before commencing the works, the Contractor shall carry out topo- survey / bathymetric survey as required and take levels for longitudinal profile and cross sections along the routes/locations in which the works are to be executed out at his own expenses. The Contractor shall use benchmarks approved by the Engineer for the survey works.
- 7.4 Along structures, embankments, or combination thereof, the Contractor shall install temporary benchmarks at intervals of 500m or as per instruction of E-I-C. Ground levels shall be taken jointly by the contractor and the Engineer's representative both prior to commencing and after completion of earth works.
- 7.5 The Contractor shall carry out engineering survey and draw the plan and cross section for all protective works as below:
- (A) Longitudinal section
 - (B) Cross-sections at an interval not exceeding 50 m or as specified by the Engineer before and after the execution of the Works. The formation level shall be taken as reference while cross-

sections shall cover at least a width as necessary for the Works to be constructed, including related earth works.

- 7.6 All field-books, calculations, maps, etc. of the survey activities shall be handed over to the Engineer, immediately after the completion of the survey. All field data, derived from the survey activities, entered in the field-books, shall also be entered into EXCEL spreadsheet or a compatible spreadsheet in a format approved by the Engineer. The data shall be submitted on a CD/USB drive.

8. LAYOUTS AND SCHEDULES PROVISIONAL

- 8.1 The locations, levels and dimensions as shown on the drawings or given in the design data or structure schedules are subject to amendment. The Contractor will be required to undertake surveys for confirmation of alignment and levels of embankments, cross bar, bank protection works as detailed in this Section of the Document. Details of any such amendment or confirmation of the original design will be given by the Engineer or the Engineer's Representative during the course of construction.

9. SUPPLIERS OF MATERIALS

- 9.1 Before ordering a material for any description intended for the Works, the Contractor shall submit the name of the maker or supplier proposed and details of the place of origin and specification of the material to the Engineer for approval. If requested by Engineer, the Contractor shall supply a copy of any such order place. The Contractor shall make necessary arrangements (e.g. jetty etc) at the construction site where needed for loading & unloading of his equipment, materials etc.

10. NATURAL MATERIALS

- 10.1 The Contractor shall make all arrangements for locating, selecting and processing natural materials to comply with the Specification and shall submit to the Engineer for approval with full information regarding the proposed location well in advance of commencement of working of the materials. Approval of a source does not imply that all material in that source is approved.

11. DISRUPTION OF LOCAL COMMUNITIES

- 11.1 The Contractor shall take all measures necessary to avoid nuisance and disruption to local communities. In particular the Contractor shall ensure no damage is done to existing road, standing crops, pasture or woodland. Trees etc. and that the Contractor's operations do not cause flooding or pollution hazards.

12. INCREASED COSTS DUE TO DELAY CAUSED BY THE CONTRACTOR

- 12.1 Notwithstanding mentioned in the Contract Conditions, no extension of time or increase in the Contract Rates shall be granted to the Contractor

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if he is delayed or impeded in the completion of the Works or involved in additional costs by flood, cyclone, high river water levels, wash-out the works.

13. TEMPORARY WORKS

- 13.1 Not less than fourteen days before commencing any portion of the Works, the Contractor, if ordered, shall submit to the Engineer for his approval complete drawings of all Temporary Works the Contractor may require for the construction of that part of the Works.
- 13.2 Notwithstanding approval by the Engineer of any design for the Temporary Works the Contractor shall be entirely responsible for their efficiency, security and maintenance and for all obligations and risks in regard to such temporary Works which are specified or implied in the Contract

14. NOTICE OF OPERATION

- 14.1 The Contractor shall give full and complete written notice of all important operations, including setting out, to the Engineer sufficiently in advance to enable the Engineer to make such arrangements as the Engineer may consider necessary for inspection and for any other purpose. The Contractor shall not start any important operation without the written approval of the Engineer/Project Director.

15. SUPPLY OF FUEL/LUBRICANT

- 15.1 The Contractor shall be responsible for arranging and ensuring that adequate supplies of High Speed Diesel (HSD), motor spirits, kerosene, lubricants and other petroleum produces are available at all times to meet his requirements for the purposes of or in connection with the contract; the Contractor's particular attention is drawn to this requirements as from time to time shortages and interruptions in the supply of fuel oils, etc occur in the region.

16. ENGINEER'S REQUIREMENTS

- 16.1 The Contractor shall be responsible for construct and maintenance of site office for the employer and engineers including all necessary facilities during execution of the work.
- 16.2 Notwithstanding any provision made in this Clause or elsewhere in the Bid Document, the Contractor shall provide suitable following vehicles :

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Double Cabin Pickup-01 no.

Type of Body : Doble Cabin Pickup (Toyota Hilux)
Year of Manufacturing : 2022 & Later
Engine CC : 2400-2800

Motorcycle: 02 nos.

Year of Manufacturing : 2023 & Later
Engine CC : 125
Brand : Honda

with all facilities according to instruction provided by the Engineer for exclusive and full-time use of the Project officials through the duration of contract. The Contractor shall provide, maintain the driver, maintain, clean and fuel the vehicle. All costs for providing and maintaining the vehicle to the Project Officials are deemed to be covered by the rates and prices of the overall items of works entered in the BOQ under the contract. No extra cost will be paid or no separate items of works for these works/ services are provided in the BOQ. After Completion of the work the vehicles will be property of the contractor.

The Contractor shall be responsible for arranging and ensuring that adequate supplies of High-Speed Diesel (HSD), motor spirits, kerosene, lubricants and other petroleum produces are available at all times to meet his requirements for the purposes of or in connection with the contract; the Contractor's particular attention is drawn to these requirements as from time to time shortages and interruptions in the supply of fuel oils, etc. occur in the region.

- 16.3 All costs including Contractor's margin, overhead, taxes etc., incurred by the Contractor to provide, construct, supply, fabricate, erect, install in accordance with the specifications mentioned elsewhere, shall be deemed to be included in the rates/price quoted in the Bill of Quantities of the respective items. All facilities shall be ready for occupation by the Engineer within one month after receiving the instruction.
- 16.4 If the Contractor fails to provide this service the Engineer shall be entitled to withhold the issue of Payment Certificate until the service is resumed.

17. ASSISTANCE TO ENGINEER'S STAFF

- 17.1 The Contractor shall render all necessary assistance to the Engineer's staff and shall provide for checking the Contractor's setting-out and the measurement of the Works.
- 17.2 The Contractor shall provide such full time or part time surveyors as may be required. The cost of all laborers, surveyors, survey equipment and tools, for checking the setting-out and the measurement of the Works shall be covered by the Contractor's expense and no separate payment shall be made thereof.

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18. CONSTRUCTION PROGRAMME

18.1 Within fifteen (15) days from the date of signing the Contract Agreement, the Contractor shall submit to the Engineer for approval a complete and practicable construction programme showing the orderly performance of the Works. The Construction Programme shall show in detail the proposed method of operations, including purchase and delivery of materials and equipment, as well as the construction. The Construction Programme shall show in a bar chart each major item of the Works on separate horizontal lines, sequence of operation and the period required for the completion of each activity. The Construction Programme shall when approved by the Engineer become a part of the Contract.

18.2 The construction programmes shall include the followings:

- (A) Statement giving the numbers and categories of supervisory and technical staff and skilled/unskilled labor to be employed on the Works;
- (B) List and type/details of Contractor's Equipment (including vehicles) which the Contractor proposes to employ on the Works stating whether they are to be acquired from inside or outside Bangladesh including schedule dates for order and delivery;
- (C) List detailing the purchase and delivery of materials and Plant from both inside and outside Bangladesh;
- (D) Details of the Contractor's methods of working for all operations including construction by sequence. The programme shall also indicate the proposed temporary flow diversions illustrating the sequence of various critical stages of construction;
- (E) Statement and outline layout giving the proposals for location or locations and sizes of constructional camps, accommodation, offices, workshops and stores at the Site; and details of the programme for the construction of the works from the date of receipt of the Notice to Commence, including a complete resource allocation showing the number of units and allotted times for each unit of Contractor's Equipment, Plant, materials and labor allocated for each part of the works.
- (F) The construction programme shall be reviewed and revised if necessary at intervals mentioned in this document.

19. CONTRACTOR'S OBLIGATION AND REVISED WORK PROGRAMME

19.1 The Project Manager's approval of the Programme of Works shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time for approval. A revised Programme shall show the effect of Variations and Compensation Events.

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20. REPORTS, MEETINGS AND DATA OF THE WORKS

20.1 **Monthly Report.** The Contractor shall furnish Monthly Report to the Engineer, at the Contractor's own costs, at regular monthly interval and in a form and number of copies determined by the Engineer, with the followings:

- (A) Physical progress for the preceding month and estimated progress for the reporting month;
- (B) Completion schedules (target and actual) based on the approved Construction Programme;
- (C) A tabulation of construction equipment, listing the major items and pieces of equipment which were utilized for performance of the Works during the preceding month;
- (D) Tabulation of employees, showing the supervisory staff and the numbers of several classes of labourers employed by the Contractor in the preceding month; report covering the Plant and materials furnished by the Contractor for the Works; and
- (E) **Any report which may be specifically asked for by the Employer and/or the Engineer.**

20.2 **Site/Work Meetings.** The Contractor shall attend all the Site/Work Meetings whenever called by the Engineer.

20.3 **Photographs and Videos.** The Contractor shall make all arrangements to provide photographs in albums, but not pasted, showing the work progress and shall promptly supply one electronic copy and four printed copies of such photographs of 4R size, of such portions of the works in progress and/or completed as may be directed by the Engineer. Each print shall contain on its back the date and title of the view taken. The Contractor shall also take Videos of work sequences time to time and supply the same in a CD/USB drive.

20.4 AUDITS BY THE EMPLOYER

- (A) The Contractor shall note that the Employer shall be entitled at its discretion to conduct audits in respect to:
 - (1) Costs incurred in the event of termination; and any other costs that the Contractor claims from the Employer which are not specifically covered by the terms of the Contract.
- (B) The Contractor shall be obliged to keep accurate up-to-date accounts with records concerning the above items.

20.5 **Measurement and Payment.**



- (A) No separate payment shall be made for preparation of all documents, correspondence, returns and reports etc., to be prepared by the Contractor and submitted to the Engineer and/or the Employer in accordance with the provisions of the Contract.
- (B) All costs including Contractor's margin, overhead, taxes, etc, incurred by the Contractor shall be deemed to be included in the unit rate of the Bill of Quantities.

21. SAFETY MEASURES AND PUBLIC CONVENIENCE

- 21.1 The Contractor shall provide necessary protection for all persons and properties at all times. The Contractor shall comply with the stipulations of the safe construction methods specified in the "Safety Manual", to the extent that such provisions do not conflict with the applicable laws of Bangladesh. The Contractor shall take all necessary measures to protect the work and prevent accidents during the construction. He shall provide and maintain sufficient night-lights, barricades, guards, temporary sidewalks, temporary bridges, danger signals, watchmen and necessary alliances and safeguards to properly protect life and property. He shall also protect all excavations, equipment and materials so that the public are not be endangered.
- 21.2 No separate payment shall be made to the Contractor in complying with the provisions of this Sub-Clause.

22. PRECAUTIONS

- 22.1 The Contractor is to execute the Works in such a manner that he does not damage or interfere with existing services which are located in proximity to the Site. The Contractor shall be responsible for any damage or interference which may be caused to these services due to execution of the Works and shall carry out all necessary repairs at his own expense and to the satisfaction of the Engineer.
- 22.2 No excavating machines shall be used in the immediate surroundings of cables and/or pipe- lines, unless approved by the Engineer.
- 22.3 Temporary Works which have to be made in the surroundings of the system during the execution of works, shall be maintained by the Contractor and shall be removed as soon as practicable.

23. INTERFERENCE WITH EXISTING WORKS

- 23.1 The Contractor shall not interfere in any way with any existing works whether they are the property of the Employer or of a third party and whether the position of such works is indicated to the Contractor by the Engineer or not, except where such interference is specifically described as part of the Works either in the Contract or in the Engineer's instructions.
- 23.2 The Contractor shall at his own expense provide and erect to the approval of the Engineer such supports as may be required to protect efficiently all structures or works which may be endangered by the execution of the Works



and he shall remove such supports on completion of the Works or otherwise take such permanent measures as may be required by the Engineer to protect the structures or works.

24. SIGNBOARD

24.1 The Contractor shall erect four Signboards of a size of not less than 2.40m by 1.80m at work site. The signboard shall be erected at a suitable place prior to the commencement of the work and to be maintained in good condition during the whole contract period. All information on the Sign board will be written in English and Bengali. Each Sign board shall show the following:

(A) The name of the Project

(B) The name of the Employer

(C) All other details of the Contract or as directed by the Engineer. No separate payment shall be made for the provision of the Signboard.

25. CLEAN UP THE SITE


25.1 Prior to the issue of the latest Defect Liability Certificate by the Employer the Contractor shall remove from the Site all plant and equipment, tools, rubbish, concrete forms, boulders, bricks and other materials not incorporated in the permanent works.

25.2 No separate payment shall be made to the Contractor for complying with the provisions of this Sub-Clause.

26. CONTRACTOR'S OFFICES, WORKSHOPS, ACCOMMODATIONS, LABORATORY ETC.

26.1 The Contractor shall be responsible for the land he deems necessary for his offices, stores, warehouse, motor pool, laboratory, workshops, staff quarters and labour camp. Separate accommodation and toilet facilities to be kept for male and female workers. The Contractor shall be also responsible for construction, maintenance, operation of such temporary facilities of his office, stores, warehouse, motor pool, laboratory, workshops, pre-cast concrete factory, staff quarters and labour camps including feeding and accommodation. These facilities shall be equipped with adequate electricity and potable water supplies. Bangladesh labour law would be strictly followed in administering the workers. The Contractor shall also keep sufficient first aid kit and preventive medicines of viral and water borne diseases.

26.2 The Contractor shall submit for approval of the Engineer within fourteen (14) days from the date of the Notice to Commence his detailed plan and/or construction drawings of his offices, stores, warehouse, motor pool, workshops, pre-cast concrete factory, staff quarters, labour camps and field laboratory that he proposes to construct or rent, including his proposals for water and power supply and sewage facilities and Inspection Sheds. All buildings and facilities shall conform to the Employer's standards.



- 26.3 Beyond the space as mentioned above, arranging of land that deemed necessary in fulfilment the obligations under this Clause shall be the full responsibilities of the Contractor.
- 26.4 All costs including Contractor's margin, overhead, taxes, etc, incurred by the Contractor in complying with requirements of this Clause shall be deemed to be included with the relevant items(s) of the BOQ. No separate items will be paid for these works.


27. QUALITY ASSURANCE PLAN

- 27.1 The Contractor shall within twenty-eight (28) days from the date of the Notice to Commence submit a Quality Assurance Plan. The plan shall include testing schedules, list of material sources, quality control procedures and other items as required by the Engineer. The Contractor shall implement the quality control procedures in compliance with the approved Quality Assurance Plan.
- 27.2 The Contractor shall also provide testing equipment and apparatus and furnish all testing staff, labours and consumable necessary for carrying out his testing. All the costs incurred in operation of testing shall also be borne by the Contractor.
- 27.3 The Contractor shall when requested by the Engineer or the Engineer's Representative carry out any test.

28. STANDARDS AND SUPPLEMENTAL SPECIFICATIONS

- 28.1 Unless otherwise stated in the Contract, all workmanship, materials, and equipment shall comply with the relevant American, British and Bangladesh Standard viz. AASHTO, ACI, AISC, ASTM, AWSAWWA, BSI, DIN, DNA, ISO, and SSPC, U.S. Fed. Spec and USBR.
- 28.2 Wherever reference is made in the Contract to specific standards and codes to be met by the materials, Plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the contract.

29. SANITATION

- 29.1 The Contractor is to arrange for a high standard of sanitation to be maintained through out the Camp and the Work sites. He shall construct and maintain at his own cost a system of surface drainage and waste disposal. Sanitary conveniences for the use of persons employed in the works shall be provided and maintained by the Contractor in accordance with the appropriate laws and regulations in force in Bangladesh to the extent and in such a manner and at such places as may be approved by the Engineer, and all persons connected with the works shall be obliged to use them.
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30. MEDICAL ARRANGEMENTS AND FIRST-AID FACILITIES

- 30.1 The Contractor shall make arrangements according to the regulations in force in Bangladesh for treatment on the site of casualties and sick persons. The Contractor shall make his own arrangements for treatment of casualties on the Site in such first-aid units as may be thought necessary.
- 30.2 In addition, the Contractor shall manage and operate appropriate ambulances for the transportation of injured or sick employees to nearby hospitals. This facility shall be available for the Employer's, Engineer's, Subcontractors' and Contractor's personnel and workmen.
- 30.3 No separate payment shall be made for this provision.


31. CONSTRUCTION AND MAINTENANCE OF TEMPORARY ACCESS ROAD

- 31.1 The Contractor shall construct and maintain the temporary access roads including temporary access bridges necessary for construction of the Works and transportation of the materials. The Contractor shall also pay compensation to the owner(s) if he constructs the temporary access roads on a privately owned land.
- 31.2 The adjacent roads may also be used as temporary access road. The Contractor shall maintain and repair them to the satisfaction of the authorities concerned.
- 31.2 The Contractor shall facilitate the use of such roads for other contractors of the Project and public in a friendly co-operative manner without maintenance of the roads required by them.

32. ENVIRONMENTAL AND SOCIAL MITIGATION WORKS

- 32.1 The Environment is defined to mean surrounding area including human and natural resources to be affected by execution and completion of Works.
- 32.2 The Contractor shall take all precautions for safeguarding the environment during the course of the construction of the Works. The Contractor shall fully comply with the environmental and social protection mitigation measures according to the World Bank ESF and the applicable Laws of Bangladesh.
- 32.3 The Contractor shall prohibit employees from unauthorized use of explosives, poaching wildlife and cutting trees. The Contractor shall be responsible for the action of his employees. The Contractor shall plan his works in such a way that there is no spillage of petroleum products to the surface or sub-surface water. The Contractor shall provide requisite devices in all his equipment and machineries to diminish carbon dioxide coming out during operation of the equipment and machineries.

33. PERMITS, LICENSES OR APPROVALS:

- 33.1 The Contractor shall, in performing the Contract, comply with the applicable Laws of Bangladesh. The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the
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applicable Laws in relation to the execution and completion of the Works and the remedying of any defects.

- 33.2 Contractor shall be allowed to re-export, out of Bangladesh, his equipment, including essential spare parts therefore, and any material imported by the Contractor for the sole purpose of executing the Contract, on completion of the contract. If the Contractor wishes to dispose them of locally, subject to the local laws, BEZA shall be given first preference to purchase at the negotiated price. Import and re-export of equipment, including essential spare parts will be subject to applicable laws of National Board of Revenue (NBR).

34. ENGINEER'S SITE FACILITIES

- 34.1 The Contractor shall be responsible for the provision, maintenance and operation of the following facilities and services for Engineer.

In addition to the office space required for his own use, the Contractor shall provide and maintain Field Office with toilet facilities, furniture and office equipment for the use of the Engineer and his staff.

Uninterrupted power supply facility shall be made available by means of arranging a stand-by generator or suitable means.

Access road to the Field Office, sufficient parking accommodation and hard standing sheds for vehicles along with boundary fencing shall be constructed by the Contractor.

The Contractor shall provide tables, chairs of standard quality, approved by the Engineer. Safety helmets in adequate numbers be always made available for use of the staff and the visitors.

Offices shall be maintained watertight and shall be provided with ventilation. All doors shall be fitted with approved locks. Windows shall be provided with separate screens and blinds and shall have interior locking devices too.

All offices, complete with furnishings, fittings, access roads and hard standings, shall be ready, for occupation by the Engineer within four weeks of the date when the Contractor first occupies the Site.

All offices shall be regularly and properly cleaned as long as they are in use.

All access roads and hard standings shall be maintained in a convenient trafficable condition throughout the Contract period.

The general location of the Field Office shall be decided by the Engineer in consideration of the Contractor's Work Plans. The Field Office shall be situated at locations that shall be free from flooding.

The Contractor shall submit Plans and Drawings showing the details for the building including plans and designs for foundations, access roads, sheds, etc for the approval of the Engineer. Plans shall also be submitted showing architectural



and structural details and the proposed layout of electrical and running water supply, roads and hard standings thereto. The Engineer may require revision of the said plan prior to the approval for construction.

Prior to the occupation of the office, the Engineer may specify to the Contractor the defects in the work whereupon he may occupy the office and withhold payment for the work in this item until the Contractor remedies and makes good the said defects to the satisfaction of the Engineer.

On completion of the Contract the Field Office including furnishings shall become the property of the Employer.

Office equipment and stationary articles

The Contractor shall require to purchase and supply the following Office equipment and consumables to the Engineer:

- (i) One Computer (English) of approved brand with printer and Auto CAD facilities
- (ii) One Photocopy Machine (A3 size)
- (iii) Minor items of field office equipment such as file trays, punches, staplers etc. in reasonable number/quantities as requested by the Engineer.
- (iv) Consumables such as papers, pens, files etc. in reasonable number/quantities as requested from time to time by the Engineer.

Upon completion of the Contract, the office equipment listed above shall remain the property of the Employer.

Survey equipment

As per requirement of the program, survey equipment shall be provided on each contract Site for use by the staff of the Contractor and the Engineer. A tentative list of such survey equipment is given below:

Optical square	1 no
Spirit level (metal 1m long)	1 no.
Steel measuring tape 25m long	1 no.
Steel measuring tape 5m long	1 no.
Leveling staff 3m long	1 no.
Ranging poles	5 nos.
Surveyor's plumb bob	1 no.
Wild T-1A Theodolite with tripod (or equivalent)	1 no.
Wild NA-2 Automatic level with tripod (or equivalent)	1 no.
Traversing targets with tripods	1 no.



Magnetic Compass

1 no.

Miscellaneous tools and minor items of survey equipment such as umbrellas, hammers, knives etc. shall be made available at Site in reasonable numbers at all times for use by the staff of the Contractor and the Engineer.

Consumables such as pegs, stakes, string lines, paint, marking crayons, etc., shall be made available at Site in reasonable numbers and quantities at all times for use by the staff of the Contractor and the Engineer.

Upon completion of the Contract, the survey equipment listed above shall remain the property of the Contractor.

Offices and equipment

The Contractor shall provide and maintain an inventory of all furnishings and equipment and shall replace any equipment, which is lost or irreparably damaged subject to the condition that the Engineer shall ensure his staff to take all reasonable precautions in the handling, operation and transportation of such equipment.

The Contractor shall pay all expenses in respect of water, electricity (where available), garbage cleaning etc. necessary for running the Office and maintaining conducive environment.

The Contractor shall place all necessary support staff such as office boys, cleaners, messengers, roadmen, chain-men etc. in required number to the Engineer and his personnel in smooth performing of his responsibilities.

Signboards

The Contractor shall supply, erect, and maintain in good condition of package identification Signboards of as mentioned in the BOQ (Bill No. 1, Item 1) and as specified by the Engineer to be fixed one at each work site at a place clearly visible to the public. The Signboards shall be mounted on steel pipe frames with the required sizes at a height 2m above the ground and shall be sufficiently strong to withstand the wind forces. The board shall be fabricated from steel angle and plates and painted with suitable colours and written in English and/or Bengali as per direction of the Engineer.

Each board shall display:

- The name of the Project
- The name of the Work
- The name of the Employer
- Contract value
- Date of commencement of work
- Date of completion of work
- Other particulars, which will be asked by the Engineer.



Progress in photographs and videos

Photographs and videos showing the progress of works and special photographs showing particular features or other matters of interest in connection with the Work or their surroundings shall be taken every month by an approved qualified photographer/cameraman to the choice of the Engineer. Number of photographs/video clips will not exceed 10 (ten) per month.

Four colour un-mounted prints of a size 250mm on approved photographic paper of every such photograph inscribed with its serial number, date of shooting and a short title shall be furnished to the Engineer every month.

All negative and video clips shall be numbered, filed and retained at the Site. On completion of the Contract, those shall become the properties of the Employer and shall be handed over to the Employer by the Contractor.

6 (six) complete sets of colour prints of the finished permanent Work, not exceeding 20 (twenty) photographs in number, shall be taken when and as directed by the Engineer prior to finally granting the Contractor the Certificate of Completion and shall be suitably mounted, titled and supplied to the Engineer.

Measurement and payment

Provisions for Office space and facilities for the Engineer shall not be measured.

Payment for all the items as stated below shall be for the full period of the Contract including any extension, if allowed.

Payment for all equipment, signboards, photographs, video clips, services etc. of the Field Office detailed in this Sub-section shall be made as described below, where price and payment shall be the full compensation for complying with this Section of the Specification and the Conditions of the Contract.

Payment of rates for the pay items shall be the full compensation for supplying, erecting and maintaining the Field Office for the Engineer including all furniture, fixtures and fittings, access roads, office equipment, signboards, photographs, video clips etc. all in full compliance with the requirements of this Section.

No separate payment shall be made to the Contractor for providing the requisite tools, minor items and the consumables. Compensation for these items shall be deemed to be included in the other pay items of the BOQ.

35. CONTRACTOR'S SITE FACILITIES

35. The Contractor shall be responsible for the provision, maintenance and operation facilities and services on site at his own expenses.



36. CONTRACTOR'S RESPONSIBILITY FOR TESTING

- 36.1 Contractor shall bear all Contingency and Laboratory testing charge as may be required for materials from BUET/CUET/RUET/KUET/Equivalent or any other recognized Laboratory as will be selected by the Engineer.
- 36.2 The Contractor when requested by the Engineer or his Representative to carry out any test in the presence of the Engineer or his Representative, shall provide all necessary assistances in carrying out the tests providing concerned Material Engineer, Laboratory Assistants and labors required to the Engineer free of charge. The Contractor shall ensure that the Engineer and his staff have unrestricted access to these facilities free of charge.
- 36.3 Testing equipment and apparatus as are needed for the performance of the above tests as specified in the Technical Specifications for the materials and construction of earthworks, concrete, gravels etc. are to be supplied by the Contractor.
- 36.4 All costs including Contractor's margin, overhead, taxes, etc, incurred by the Contractor in complying with requirements of this sub-clause shall be deemed to be included in the lump sum price of Contractor's site facilities of the Bill of Quantities. Payment for this item shall be made on pro-rata basis depending upon the total progress accomplished. Prior approval from the Engineer will be required for utilization of this sum..



PART 3 – Conditions of Contract and Contract Forms

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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.

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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	Not Applicable
Employer's name and address	1.1.31	Abdullah Al Mahmud Faruk Project Director Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project Bangladesh-PRIDE (P170688) Bangladesh Economic Zones Authority (BEZA) Biniyog Bhaban (9th floor) E-6/B, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh
Engineer's name and address	1.1.35	Design and Supervision Consultant appointed by the Employer
Bank's name	1.1.89	The World Bank/IDA
Borrower's name	1.1.90	Government of the Peoples Republic of Bangladesh represented by the Project Director, Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project Bangladesh-PRIDE (P170688) Bangladesh Economic Zones Authority (BEZA)
Time for Completion	1.1.84	24 (Twenty-Four) Months
Defects Notification Period	1.1.27	365 days. (One year)
Sections	1.1.73	: Not Applicable
Electronic transmission system	1.3 (a) (ii)	Not Applicable
Address of Employer for communications:	1.3(d)	Abdullah Al Mahmud Faruk Project Director Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project Bangladesh-PRIDE (P170688) Bangladesh Economic Zones Authority (BEZA) Biniyog Bhaban (9th floor), E-6/B, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh Tel: +880 2-44826009 E-mail: pd.pride.beza@bsmsn.gov.bd https://www.beza.gov.bd

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Conditions	Sub-Clause	Data
Address of Engineer for communications:	1.3(d)	To be mentioned during Contract signing
Address of Contractor for communications:	1.3(d)	To be mentioned during Contract signing
Governing Law	1.4	Law of the Country (People's Republic of Bangladesh)
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	2 (Two)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	100% of Contract Price
Site	1.1 74	Zone-11, 12, 13, 17, and adjacent areas Bangabandhu Sheikh Mujib Shilpa Nagar, Mirsarai, Chattogram
Time for access to the Site	2.1	No later than the Commencement Day.
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 0 (Zero) % shall require written consent of the Employer.
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% (Nine) percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Environmental and Social (ES) Performance Security	4.2	The ES Performance Security will be in the form of a "demand guarantee" in the amount(s) of 1 (one) percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notification of errors in the items of reference	4.7.2 (a)	28 Days



Conditions	Sub-Clause	Data
Period of payment for temporary utilities	4.19	None
Number of additional paper copies of progress reports	4.20	05 (Five)
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)	15 (Fifteen) percent
Parts of the Works for which subcontracting is not permitted	5.1(b)	None
Normal working hours	6.5	8 hours
Number of additional paper copies of program	8.3	05 (Five)
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 per specification
Percentage profit	12.3	N/A
Cyber security- Variation	13.3.1 (a)	N/A
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	20 (Twenty) percent including Taxes
Total advance payment	14.2	15 (Fifteen) Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 20% (b) percentage deductions for the repayment of the Advance Payment 25%
Period of payment	14.3	
Number of additional paper copies of Statements	14.3(b)	3 (Three)



Conditions	Sub-Clause	Data
Percentage of retention	14.3(iii)	5 (Five) %
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5 (Five) %
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped - N/A
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site -N/A
Minimum Amount of Interim Payment Certificates	14.6.2	03 (Three) % 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)	56 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	Euribor (6 th months) plus 1% fixed rate
Number of additional paper copies of draft Final Statement	14.11.1(b)	05 (Five)
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	

Conditions	Sub-Clause	Data
Permitted deductible limits	19.1	<p>1.a) insurance required for the Works: 110% of the value of works, plant and materials.</p> <p>1.b) the maximum deductible for insurance of the Works is 5-10 % of the sum insured.</p> <p>2.a) insurance required for Goods: 110% of the replacement value of the Goods/Equipment.</p> <p>2.b) the maximum deductible for insurance of the Goods is: 5-10 % of the sum insured.</p> <p>3.a) insurance required for liability for breach of professional duty: 100% value of the Contract Price.</p> <p>3.b) the maximum deductible for insurance of the breach of professional duty is: 5-10 % of the sum insured.</p> <p>4.a) insurance required against liability for fitness for purpose (if any is required): 10 (Ten) percent of Contract Amount.</p> <p>4.b) the maximum deductible for insurance against liability for fitness for purpose is: 5-10 % of the sum insured.</p> <p>5.a) insurance required for injury to persons and damage to property: 10 (Ten) percent of Contract Amount.</p> <p>5.b) the maximum deductible for insurance injury to persons and damage to property is: 5-10 % of the sum insured.</p> <p>6.a) insurance required for injury to employees: 10% of Contract Amount.</p> <p>6.b) the maximum deductible for injury to employees is: 5-10 % of the sum insured.</p> <p>7) other insurances required by Laws and by local practice: Bangladesh Law.</p>



Conditions	Sub-Clause	Data
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	Damaged by unpredicted events.
Extent of insurance required for Goods	19.2.2	List of Equipment proposed by the contractor for construction of the works.
Amount of insurance required for Goods		110% of the replacement value of the Goods
amount of insurance required for liability for breach of professional duty	19.2.3(a)	N/A
Insurance required against liability for fitness for purpose	19.2.3(b)	No
Period of insurance required for liability for breach of professional duty	19.2.3	N/A
Amount of insurance required for injury to persons and damage to property	19.2.4	10 (Ten) percent of Contract Price.
Other insurances required by Laws and by local practice (give details)		As per the law and common practice in Bangladesh.
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	Three Members

Conditions	Sub-Clause	Data
List of proposed members of DAAB	21.1	<p>DAAB Member will be listed by Employer during Contract sign.</p> <p>Proposed by Employer <i>[Attach CVs to the bidding document and the Contract]</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Proposed by Contractor <i>[Attach CVs to the Contract]</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
Rules of arbitration	21.6(a)	<p>Sub-Clause 21.6(a) of PART B – Special Provisions <i>Shall</i> apply.</p> <p>For Foreign Contractor:</p> <p>The dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce</p> <p>For Domestic Contractor:</p> <p>The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place Biniyog Bhaban, Bangladesh Economic Zones Authority (BEZA), Agargaon, Dhaka</p>
	21.6 (b)	Sub-Clause 21.6(b) of PART B – Special Provisions shall apply.
Place of arbitration	21.6(a)	For foreign contractor: London, United Kingdom

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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

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

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Interpretation

- (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**Employer’s Financial
Arrangements**

The first paragraph is replaced with:

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

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

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

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

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

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

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

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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 Engineer

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

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

Sub-Clause 3.2

Engineer's Duties and Authority

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

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
 - (i) in an emergency situation as determined by the Engineer; or
 - (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

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

Sub-Clause 3.3

Engineer's Representative

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

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

Sub-Clause 3.4

Delegation by the Engineer

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

"If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly



perform their assigned duties and/or exercise their delegated authority.”

Sub-Clause 3.6

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

Replacement of the Engineer

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

Sub-Clause 4.1

Contractor’s General Obligations

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

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

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

“The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.

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

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

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively. "if so stated in the Specification, the Contractor shall:

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

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

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

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

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

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



Sub-Clause 4.2**Performance Security
and ES Performance
Security**

The first paragraph is replaced with:

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

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

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer’s Liability;

15.2- Termination for Contractor’s Default;

15.5- Termination for Employer’s Convenience.

Sub-Clause 4.2.1**Contractor’s
obligations**

The first paragraph is replaced with:

“The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank or financial institution selected by the Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form agreed by the Employer.”

Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”

Sub-Clause 4.2.2**Claims under the
Performance Security**

The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.”



Sub-Clause 4.2.3

In sub-paragraph (a) “21 days” is replaced with: “28 days”.

**Return of Performance
Security****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-

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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-

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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 unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized 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

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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

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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

Engagement of Staff and Labour

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

“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation, and benefits, as well as those arising from any requirements in the Specification. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.

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

Sub-Clause 6.2

**Rates of Wages and
Conditions of Labour**

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

“The Contractor shall inform the Contractor’s Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances, and any benefits as are subject to tax under the Laws of the Country for the time being in force.

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

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

**Sub-Clause 6.5 Working
Hours**

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

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

**Sub-Clause 6.6
Facilities for Staff and
Labour**

The following is added as the last paragraph:

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

**Sub-Clause 6.7
Health and Safety of
Personnel**

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

“Except as otherwise stated in the Specification, the Contractor...”

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Sub-Clause 6.9**Contractor's Personnel**

The Sub-Clause is replaced with:

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

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [*Contractor's Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

Subject to the requirements in Sub-Clause 4.3 [*Contractor's Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.”

Sub-Clause 6.12**Key Personnel**

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

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during

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all working hours in a number deemed sufficient by the Engineer.”

The following Sub-Clauses 6.13 to 6.27 are added after sub-clause 6.12

Sub-Clause 6.13

Foreign Personnel

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

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

Sub-Clause 6.14

Supply of Foodstuffs

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

Sub-Clause 6.15

Supply of Water

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

Sub-Clause 6.16

**Measures against Insect
and Pest Nuisance**

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

Sub-Clause 6.17

**Alcoholic Liquor or
Drugs**

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

Sub-Clause 6.18

Arms and Ammunition

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

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- Sub-Clause 6.19
Festivals and Religious Customs**
- The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- Sub-Clause 6.20
Funeral Arrangements**
- The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- Sub-Clause 6.21
Forced Labour**
- The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour, or similar labour-contracting arrangements.
- No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- Sub-Clause 6.22
Child Labour**
- The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.
- Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological, or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment, or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.23**Employment Records of Workers**

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

Sub-Clause 6.24**Workers' Organisations**

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.25**Non-Discrimination and Equal Opportunity**

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of



Contractor's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers, and children (of working age in accordance with Sub-Clause 6.22).

Sub-Clause 6.26

Contractor's Personnel Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. 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

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract,



Training of Contractor's Personnel

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;

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- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.”

Sub-Clause 11.7

**Right of Access after
Taking Over**

In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:

“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”

Sub-Clause 13.3.1

Variation by Instruction

Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”

Sub-Clause 13.4

Provisional Sums

The following is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”

Sub-Clause 13.6

**Adjustments for Changes
in Laws**

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

“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the

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indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

Sub-Clause 14.1**The Contract Price**

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

“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

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in the request for bidding documents for the subject contract or in another form acceptable to the Employer.”

Sub-Clause 14.3

Application for Interim Payment

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: “any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement).”

Sub-Clause 14.6.2

Withholding (amounts in) an IPC

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

The following is then added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):

“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (i) failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (iii) failure to implement the C-ESMP e.g., failure to provide required training or sensitization;
- (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;
- (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s).”

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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;”

Sub-Clause 18.4

The following is added at the end of sub-paragraph (b) after deleting the “.”:



Consequences of an Exceptional Event

“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”

**Sub-Clause 18.5
Optional Termination**

In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”.

**Sub-Clause 19.1
General Requirements**

The following paragraphs are added after the first:

“Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.

This agreement of terms shall take precedence over the provisions of this Clause.”

**Sub-Clause 19.2
insurance to be provided
by the Contractor**

The following is inserted as the first sentence in Sub-Clause 19.2:

“The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”

**Sub-Clause 19.2.5
Injury to employees**

The second paragraph is replaced with:

“The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses, and expenses (including legal fees and expenses) arising from injury, sickness, disease, or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”

**Sub-Clause 20.1
Claims**

In a): “any additional payment” is replaced with “payment”.

**Sub-Clause 20.2
Claims for Payment
and/or EOT**

The first paragraph is replaced with:

“If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”

Sub-Clause 21.1

In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall

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- Constitution of the DAAB** 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

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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 manner¹; (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors,

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

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

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and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect ³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

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Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

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;

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- (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 bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
- (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
- (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:



- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.



Particular Conditions

Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

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

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

Contract reference *[insert contract reference]*

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

SEA and/or SH Declaration
<p>We:</p> <ul style="list-style-type: none"> " (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. " (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. " (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. " (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. " (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p>

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

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

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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>

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Contract price:	[insert contract price of the successful Bidder]
Total combined score:	[insert the total combined score of the successful Bidder]

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

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]

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

[INSTRUCTIONS: State the reason/s why 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]*

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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: _____

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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>			

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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

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

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

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

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

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

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

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

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Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security 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, 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

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Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a 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:
 - vi. the ES Management Strategies and Implementation Plans; and
 - vii. Code of Conduct for Contractor’s Personnel (ES).
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)



Performance Security Option 1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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Performance Security Option 2: Performance Bond

By this Bond _____ as Principal (hereinafter called "the Contractor") and _____] as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____] as Obligee (hereinafter called "the Employer") in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ____ day of _____, 20____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____



Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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Advance Payment Security

-Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

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

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

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A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of ____, 2____,² whichever 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.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: _____ [Insert guarantee reference number]


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

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures] (_____) [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.



A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the Day of, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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