



BIDDING DOCUMENTS



for

Procurement of

CONSTRUCTION OF STEEL SILO FOR RICE AT NAOGAON

Package number: W – 28

Vol-1

Project: Modern Food Storage Facilities Project

Employer: Directorate General of Food

Country: Bangladesh

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PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1. In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this International Competitive Bidding (ICB) process are **specified in the BDS**.

1.2. Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day;
- (d) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
- (e) “Sexual Exploitation and Abuse” “(SEA)” stands for 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;

- (f) “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;
- (g) “Contractor’s Personnel” is as defined in Sub-Clause 1.1.17 of the General Conditions; and
- (h) “Employer’s Personnel” is as defined in Sub-Clause 1.1.33 of the General Conditions.

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

- 2. Source of Funds**
 - 2.1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
 - 2.2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
 - 3.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2. In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank
- 4. Eligible Bidders**
 - 4.1. A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any

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

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications

of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4. A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available as specified in the BDS.
- 4.5. Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to

exercise influence or control over the enterprise or institution.

- 4.6. A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
- 4.7. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8. This bidding is open only to prequalified Bidders unless specified in the BDS.
- 4.9. A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment, and Services

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

B. Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent

Practices

PART 2 Works Requirements

- Section VII. Works Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII. General Conditions (GC)
- Section IX. Particular Conditions (PC)
- Section X. Contract Forms

6.2. The Invitation for Bids issued by the Employer is not part of the Bidding Documents.

6.3. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

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

7.2. The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own

responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4. If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5. The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Documents

- 8.1. At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

8.3. To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1. The Bid shall comprise the following:

- (a) Letter of Bid and Appendix to Bid, in accordance with ITB 12;
- (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4.8, the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16;
- (h) any other document required in the BDS.

11.2. In addition to the requirements under ITB 11.1, bids

submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

11.4. The Bidder shall furnish in the Letter of Bid the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.

12. Letter of Bid and Schedules

12.1. The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise specified in the BDS, **alternative bids shall not be considered.**

13.2. When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

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

Works Requirements.

14. Bid Prices and Discounts

- 14.1. The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
- 14.3. The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4. The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5. **Unless otherwise specified in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6. If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.
- 14.7. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall

be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

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

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

16. Documents Comprising the Technical Proposal

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

17. Documents Establishing the Qualifications of the Bidder

17.1. In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in ITB 4.8, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.2. If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

17.3. Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Employer, the change may result in

a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

18. Period of Validity of Bids

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

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

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

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

19. Bid Security

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

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

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

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

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

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

19.5. If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 42.

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

19.7. The bid security may be forfeited:

- (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or

- (ii) furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42.

19.8. The bid security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a bid security is not required in the BDS pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder, or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42;

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

20. Format and Signing of Bid

20.1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3. In case the Bidder is a JV, the Bid shall be signed by an

authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

- 20.4. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 21.2. The inner and outer envelopes shall:

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

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

- 23.1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB

22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

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

24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1. Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS.**

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

No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner specified in the BDS. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

25.4. The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.

26.2. Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

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

27. Clarification of Bids

27.1. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

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

28. Deviations, Reservations, and Omissions

28.1. During the evaluation of bids, the following definitions apply:

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

29. Determination of Responsiveness

29.1. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2. A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the

Contract; or

- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3. The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

29.4. If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

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

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

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

31. Correction of Arithmetical Errors

31.1. Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the

total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**

33. Margin of Preference

33.1. Unless otherwise specified in the BDS, a margin of preference for domestic bidders¹ shall not apply.

34. Subcontractors

34.1. Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.

34.2. In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.

34.3. In case of Postqualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III 4.2. When subcontracting is permitted by the

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

Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

34.4. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS.

35. Evaluation of Bids

35.1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2. To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

35.3. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4. If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.

35.5. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of

the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 36. Comparison of Bids** 36.1. The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 37. Qualification of the Bidder** 37.1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if postqualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 37.3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 39. Award Criteria** 39.1. Subject to ITB 38.1, the Employer shall award the Contract to the Bidder who has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Notification of Award

40.1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Employer shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1. Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and, if required in the BDS, the Environmental and Social(ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder

is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

- 42.2. Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is : <u>MFSP/W-28</u>
ITB 1.1	The Employer is: <u>Directorate General of Food</u> Represented by: Project Director Modern Food Storage Facilities Project (MFSP)
ITB 1.1	The name of the ICB is: Construction of steel silo for rice at Naogaon The identification number of the ICB is: Package number: MFSP: W-28 The number and identification of lots (contracts) comprising this ICB is: <u>One</u>
ITB 2.1	The Borrower is: <u>GOB</u>
ITB 2.1	Loan or Financing Agreement amount: USD 412 Million
ITB 2.1	The name of the Project is: Modern Food Storage Facilities Project
ITB 4.1	Maximum number of members in the JV shall be: <i>NA</i>
ITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
ITB 4.8	This Bidding Process is not subject to prequalification.
B. Bidding Documents	
ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: <u>Project Director</u> Level-17 Probashi Kallyan Bhaban 71-72 Eskaton Garden Dhaka, Bangladesh Email: mfspfood@gmail.com Requests for clarification should be received by the Employer no later than: 25 (twenty five) calendar days prior to the deadline for submission of bids.
ITB 7.1	Web page: mfsp.gov.bd
ITB 7.4	A Pre-Bid meeting will take place at the following date, time: Place: PMU Conference Room, Modern Food Storage Facilities Project

	<p>Probashi Kallyan Bhaban (Level – 17) 71-72 Eskaton Garden, Dhaka – 1000 Bangladesh.</p> <p>Date and Time: As mentioned in IFB</p> <p>All bidders who purchased the bidding documents are invited.</p> <p>A site visit conducted by the Employer <u>shall not be</u> organized. Bidder may visit the site at their own arrangement.</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English</p>
ITB 11.1 (h)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> 1. Bidder shall submit the Form: Specific information of quoted goods (Form EXP-5, Section IV, Bidding Forms) and explicitly state the brand, model and standard for each of the goods listed in the Form. In addition, the Bidder shall provide information establishing compliance with the requirements specified by the Employer for these goods. The form shall be considered part of the bidder's bid. The information contained in the non-negotiable shipping documents (invoice, bill of lading etc.) should match with the information provided in the Form. 2. A Bidder that does not manufacture or produce any of the Goods listed in the Form: Specific information of quoted Goods (Form EXP-5, Section IV, Bidding Forms), the bidder shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country. <p>3. Code of Conduct (ES)</p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>

	<p>4. Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</p> <p>The bidder shall submit Management Strategies and Implementation Plans (MSIPs) as shown in ES Requirements of Works in Section- VII.</p>
ITB 13.1	Alternative bids are not permitted .
ITB 13.2	Alternative times for completion are not permitted.
ITB 13.4	Alternative bids are not permitted .
ITB 14.5	The prices quoted by the bidder shall be subject to price adjustment.
ITB 15.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be in accordance with Alternative B as described below:</p> <p>Alternative B (Bidders allowed to quote in local and foreign currencies):</p> <p>(a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in BDT, the name of the currency of the Employer’s country, and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in up to any three foreign currencies.</p>
ITB 18.1	The Bid shall be valid until: 120 days from the last date of bid submission
ITB 18.3 (a)	The bid price shall be adjusted by the following factor: Not applicable
ITB 19.1	A bid security shall be required, the amount and currency of the bid security shall be: BDT 63,000,000 (Taka Sixty three million only) or USD 700,000 (US Dollar Seven hundred thousand only) .
ITB 19.3 (d)	Other types of acceptable securities: <i>Not applicable</i>
ITB 19.9	<i>Not applicable</i>
ITB 20.1	In addition to the original of the bid, the number of copies is: <u>One</u> <u>Bidders are requested to submit softcopy of bid in pdf format through pen</u>

	drive. Hardcopy will prevail over softcopy.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: All conditions of ITB 20.2 and Authorization letter must be on official letterhead of the bidder's company.
D. Submission and Opening of Bids	
ITB 22.1	For <u>bid submission purposes</u> only, the Employer's address is Project Director Modern Food Storage Facilities Project Probashi Kallyan Bhaban (Level – 17) 71-72 Eskaton Garden, Dhaka – 1000 Bangladesh. The deadline for bid submission is: Date: as mentioned in IFB and corrigendum (if any) <u>Time: 2:00 PM Bangladesh Time</u> Bidders shall not have the option of submitting their bids electronically.
ITB 25.1	The bid opening shall take place at: Modern Food Storage Facilities Project Probashi Kallyan Bhaban (Level – 17) 71-72 Eskaton Garden, Dhaka – 1000 Bangladesh. Date: Same date of ITB 22.1 The deadline for bid submission Time: <u>2:30 pm</u> In addition, the bid opening meeting will be telecast live through videoconference for bidders' representatives who are unable to attend in person. The virtual connection details shall be sent by the Employer, no later than 7 (seven) calendar days before the date of the bid opening meeting, to all bidders who purchased the bidding documents.
ITB 25.3	In addition to the bid opening procedure specified in ITB 25.3, the Letter of Bid and Bill of Quantities of each bid shall be initialed by all members of the Employer's Bid Opening Committee who are present at the time of bid opening. Any inter-lineation, erasures, or overwriting that were already made by the bidder prior to the bid submission deadline, which shall be valid only if signed or initialed by the person signing the bid, shall also be initialed by all members of the Employer's Bid Opening Committee who are present at

	the time of bid opening.
E. Evaluation, and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: BDT (Bangladeshi Taka)</p> <p>The source of exchange rate shall be: Bangladesh Bank (The Central Bank of Bangladesh) https://www.bb.org.bd/en/index.php/econdata/exchangerate</p> <p>The date for the exchange rate shall be: The selling rate of 21 days prior to the bid submission deadline. In case of unavailability of exchange rate on the specified date, the rate published on immediate next available date will be considered.</p> <p>Alternative B is applicable: Bidders quote in local and foreign currencies</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to Clause 31, is payable to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p>Provisional Sums will not be considered for price comparison.</p>
ITB 33.1	A margin of preference shall not apply.
ITB 34.1	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by sub-contractors selected in advance.
ITB 34.4	<p>Maximum 20% of total contract amount.</p> <p>For items of Works which the Bidder intends to subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to which ever Subcontract or is appointed, and no adjustment of the rates and prices will be permitted.</p> <p>The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any item of the Works or services to be provided by the Subcontractor comply with the requirements of ITB 5.</p> <p>Sub-contractors' qualification and experience will not be considered for evaluation.</p>

ITB 42.1 and 42.2	The successful Bidder shall NOT be required to submit an Environmental and Social (ES) Performance Security.
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Section III. *Evaluation and Qualification Criteria*

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

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

- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

1. Domestic Preference

Not Applicable

2. Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

2.1 Assessment of adequacy of Technical Proposal with Requirements

2.2 Multiple Contracts: Bids are invited for only one lot. So this is Not Applicable

2.3 Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows: ...**Not Applicable**.....

2.4 Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: **Not Applicable**

2.5 Specialized Subcontractors: **Not Applicable**

3. Qualification

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity of the Borrower country	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ² did not occur as a result of contractor default since 1 st January 2010.	Must meet requirement ¹²	Must meet requirements	Must meet requirement	N/A	Form CON-2
2.2	Suspension based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

²Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		against the Bidder since 1 st January 2015					
2.5	Declaration: Environmental and Social(ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years.	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	<p>(i) The Bidder shall demonstrate that it has access to, or has available, financial resources (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as US\$3 million or BDT270 million for the subject contract net of the Bidder's other commitments. The documentary evidence shall be in the form of supporting letter(s) issued by the bidder's bank/financial institution confirming that the above-specified minimum amount is available through lines of credit and/or funds in the bidder's bank account for use specifically in the execution of the subject contract if awarded to the bidder.</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract</p>	Must meet requirement	Must meet requirement	minimum 25%	minimum 40%	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the 3 (three) years 2020, 2019 and 2018 shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>N/A</p>	<p>N/A</p> <p>Must meet requirement</p>	<p>N/A</p> <p>N/A</p>	<p>Form FIN – 3.1, with attachments</p> <p>Form FIN – 3.1, with attachments</p>
3.2	Average Annual Turnover	Minimum average annual construction turnover of US\$ 20 million, calculated as total certified payments received for contracts in progress and/or completed within the last 5 years divided by 5.	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Lead member must meet 40% of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	General Experience	Experience in civil construction works including deep foundation or any part of steel silo plants for grain storage under contracts in the role of contractor, subcontractor, or management contractor for at least the last 10 (ten) years starting 1 st January 2012.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Experience	Participation as contractor, joint venture member ³ , management contractor, or subcontractor, in at least 2 (Two) contracts for construction and commissioning of steel silo plants for grain , of which 1 (one) contract is with a value of at least USD 15 million and having grain bins with total storage capacity at least 20,000 metric tons, and the second contract is with a value of at least USD 10 million and having grain bins with total capacity at	Must meet requirement	Must meet requirement ³	N/A	N/A	Form EXP 4.2(a) Certificate from the client must be submitted.

³ In the case of JV, the value of contracts completed by its members for any part or the whole of similar steel silo plants shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		least 10,000 metric tons, that have been successfully completed between January 1, 2011 to the bid submission deadline and that are similar to the proposed Works.					
	4.2(b) Specific Experience	For the above and any other contracts completed as prime contractor, joint venture member, or Subcontractor between 1st January 2011 and bid submission deadline, a minimum experience in the following key activities successfully completed ⁴ : (i) Construction of foundations with minimum 100 ft in-situ piling and erection of steel superstructure of height not less than 80 feet; (ii) Commissioning of steel silo plant of total contract value not less than USD15 million.	Must meet requirements	Must meet requirements	N/A	Lead member of JV must meet requirement for 4.2(b)(i) OR 4.2(b)(ii).	Form EXP – 4.2 (b)
4.2 (c)	Specific Experience in managing ES	For the contracts in 4.2 (a) above and/or any other contracts completed as prime contractor,	Must meet requirements	Must meet requirements	N/A	Must meet requirement	Form EXP – 4.2 (c)

⁴ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
	aspects	joint venture member, or Subcontractor between 1st January 2011 and bid submission deadline, experience in managing ES risks and impacts in the following aspects: <i>Implementation of environmental and social management plan during construction</i>					

5. Contractor's Representative and Key Personnel

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

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

6. Equipment

Bidder will arrange all equipment, machinery, electricity, water, technician, labor etc to implement the works as require.

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

No.	Equipment Type and Characteristics	Minimum requirement
1	Mechanical Excavator	2 set
2	Digital Batching plant, 0.5-1.0 cum/batch	2 set
3	Pay loader 3.5 cum	2 no
4	Rig and accessories	10 no
5	Mini Dumper	02
6	Dump truck	02
7	Concrete pump	02
8	Submersible water pump, capacity (as require)	01
9	Truck	02
10	Mechanical Compactor	02
11	Vibrator (Diesel).	03
12	Welding machine	05
13	Electrical Grinding machine	05
14	Rebar Cutting machine	02
15	Bending machine	02
16	2 H.P. Diesel Pump	02
17	2 H.P. Electric Pump	02
18	Hydraulic hammer 1.5 ton	02
19	PPE	100
20	Measuring box 1.25 cft (Steel)	10
21	Steel shutter with adjustable steel props, scaffoldingetc Wooden shutter and bamboo props are not acceptable in any case.	2,000 sft

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

7. Qualifications of manufacturers of major items of offered Goods

Manufacturers for the following major items of offered Goods must meet the following minimum specific experience criteria, herein listed for each item:

Item No.	Description of Item	Minimum specific experience Criteria to be met
1	Steel silo bin	Five years experience for each item
2	Bucket elevator	
3	Belt conveyor	
4	Chain conveyor	

The Bidder shall provide details of the proposed manufacturers and their experience in the Form: Manufacturers for major items of Goods in Section IV, Bidding Forms. Manufacturer's authorization for each of the above-listed major items of offered goods should also be provided in the form provided in Section IV, Bidding Forms.

Section IV. Bidding Forms

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Letter of Bid

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8)_____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer’s country in accordance with ITB 4.6.
- (d) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
Total price of the Bid_____
- (f) The discounts offered and the methodology for their application are:
 - i) The discounts offered are:_____
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below:
_____;
- (g) Our Bid shall be valid for 150 days, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB13;

- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB4.5;⁵
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (k) Potential DAAB Members: We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1.	
2.	
3.	

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

⁵Bidder to use as appropriate.

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____,

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

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

Appendix to Bid
Schedule of Cost Indexation

The Price will be subject to Price Adjustment

Table of Adjustment Data

Table A. Local Currency

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

Index code	Index description	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
1	Nonadjustable	N/A	N/A		a: 40%
2	Labor	BBS			b : _____
3	Cement	BBS			c : _____
4	Rebar	BBS			d : ____
5	Stone	BBS			e : ____
6	Brick	BBS			f: _____
Total					1.00

The formulae for price adjustment shall be:

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

where:

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

Fixed part (non-adjustable),	a = 0.40	(Fixed)
Labor part,	b = 0.10	(Indicative weighting, bidder may propose it is own weighting, if different, to be justified)
Cement part,	c = 0.10	(Indicative weighting, bidder may propose it is own weighting, if different, to be justified)
Rebar part,	d = 0.20	(Indicative weighting, bidder may propose it is own weighting, if different, to be justified)
Stone part,	e = 0.10	(Indicative weighting, bidder may propose it is own weighting, if different, to be justified)
Brick part,	f = 0.10	(Indicative weighting, bidder may propose it is own weighting, if different, to be justified)

*For Local Currency, both Base CostIndices and CurrentCostIndices of Labor, Cement, Rebar, Stone and Brick will be takenfrom Bangladesh Bureau of Statistics (www.bbs.gov.bd).

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

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

Table B. Foreign Currency (FC)

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

Index code	Index description	Source of index*	Base value and date*	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
1	Nonadjustable	N/A	N/A			a: 40%
2	Labor	BBS				b : _____
3	Cement	BBS				c : _____
4	Rebar	BBS				d : _____
5	Stone	BBS				e : _____
6	Brick	BBS				f: _____
Total						1.00

The formulae for price adjustment shall be:

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

where:

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

Fixed part (non-adjustable),	a = 0.40	(Fixed)
Labor part, own weighting, if different, to be justified).	b = 0.10	(Indicative weighting, bidder may propose its own weighting, if different, to be justified).
Cement part, own weighting, if different, to be justified).	c = 0.10	(Indicative weighting, bidder may propose its own weighting, if different, to be justified).
Rebar part, own weighting, if different, to be justified).	d = 0.20	(Indicative weighting, bidder may propose its own weighting, if different, to be justified).
Stone part, own weighting, if different, to be justified).	e = 0.10	(Indicative weighting, bidder may propose its own weighting, if different, to be justified).
Brick part, own weighting, if different, to be justified).	e = 0.10	(Indicative weighting, bidder may propose its own weighting, if different, to be justified).

* For Foreign Currency, both Base Cost Indices and Current Cost Indices of Labor, Cement, Rebar, Stone and Brick are proposed by the Employer to be taken from Bangladesh Bureau

of Statistics (www.bbs.gov.bd). However, if bidder proposes the above inputs to be provided from outside Bangladesh and paid in Foreign currency, which will have to be justified, the bidder may propose its own foreign Source of Index.

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, exchange rate of that particular date published in the website of Bangladesh Bank (www.bb.org.bd) will be used.

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

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

Table C. Summary of Payment Currencies

Table: Alternative B

*To be used only with Alternative B Prices directly quoted in the currencies of payment.
(Clause ITB 15.1)*

Summary of currencies of the bid for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Specific provisional sum (electricity etc)	10,000,000
Provisional Sum for Contingency	50,000,000

Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, 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-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which no instruction will be required from the Engineer.
8. The method of measurements of completed works for payment shall be based on metric system unless otherwise unavoidable.
9. Bidder shall not quote for daywork

Bill of Quantities

Attached Separately

Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
—etc.—		
<i>Subtotal of Bills</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum)*</i>	<i>(B)</i>	<i>Zero</i>
<i>Specified Provisional Sums included in subtotal of billsⁱⁱ</i> <i>(Electricity etc)</i>	<i>(C)</i>	<i>BDT</i> <i>10,000,000</i>
<i>Total of Bills Plus Provisional Sums (A + B + C)ⁱ</i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)ⁱⁱ</i>	<i>(E)</i>	<i>BDT</i> <i>50,000,000</i>
<i>Bid Price (D + E) (Carried forward to Letter of Bid)</i>	<i>(F)</i>	

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

ii) To be entered by the Employer.

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

Technical Proposal

[Bidder should describe all points]

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Environmental and Social Management Strategies and Implementation Plans (MSIPs)**
- **Terms of Reference of Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) Prevention and Response Action Plan**
- **Code of Conduct (ES)**
- **Equipment**
- **Key Personnel Schedule**
- **Others**

Site Organization

Method Statement

Mobilization Schedule

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which 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

Construction Schedule

The construction schedule shall include the following key milestones:

- *No-objection to the Contractor MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions -Special provisions Sub-Clause 4.1.*
- *Constitution of the DAAB*

ES Management Strategies and Implementation Plans

(ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

Terms of Reference of Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) Prevention and Response Action Plan

(ToR-SEA and SH PRAP)

The Bidder shall submit methodology of awareness raising activities of Sexual Exploitation and Abuse and proposed measures for minimization of Sexual Exploitation and Abuse and Sexual Harassment at the Project Site.

In developing ToR, the Bidder shall follow the guidelines described in the Works Requirements (Section VII).

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

Note to the Bidder:

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

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

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

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

RAISING CONCERNS

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

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

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

to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR’S PERSONNEL:

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

Name of Contractor’s Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

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

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

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

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

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.

A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself

Form EQU: Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

Personnel

Form PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

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

Name of Bidder											
Position [#1]: <i>[title of position from Form PER-1]</i>											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Name:</td> <td style="width: 60%;">Date of birth:</td> </tr> <tr> <td>Address:</td> <td>E-mail:</td> </tr> <tr> <td colspan="2" style="height: 40px; vertical-align: top;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="height: 40px; vertical-align: top;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="height: 40px; vertical-align: top;">Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="height: 40px; vertical-align: top;">Address of employer:</td> </tr> <tr> <td style="width: 50%;">Telephone:</td> <td style="width: 50%;">Contact (manager / personnel officer):</td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>Job title:</td> <td>Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
Address of employer:											
Telephone:	Contact (manager / personnel officer):										
Fax:											
Job title:	Years with present employer:										

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Bidders Qualification

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

Form ELI -1.1
Bidder Information Form

Date: _____
ICB No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
<p>Bidder's authorized representative information</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone/Fax numbers: _____</p> <p>E-mail address: _____</p>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form ELI -1.2

Bidder's JV Information Form
(to be completed for each member of Bidder's JV)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's JV name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
- In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

- Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.
- Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements

- No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.
- Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. <input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Form CON – 3

Environmental and Social (ES) Performance Declaration

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

Bidder’s Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member’s or Specialized Subcontractor’s Name: *[insert full name]*
ICB No. and title: *[insert ICB number and title]*
Page *[insert page number]* **of** *[insert total number]* **pages**

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

		Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i>		<i>[insert amount]</i>

Form FIN – 3.1:
Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

(i) Pursuant to Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1(i), Bidder should submit supporting letter(s) issued by the bidder's bank/financial institution confirming that the required minimum amount is available through lines of credit and/or funds in the bidder's bank account for use specifically in the execution of the subject contract if awarded to the bidder. List of Financial Resources should be provided in Form FIN-3.3.

(ii) Sources of Finance- pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1(ii)

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

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

(iii) Audited Balance Sheets and Financial Statements pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1(iii).

Financial data

Type of Financial information in (currency)	Historic information for three years 2019, 2018 and 2017 _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 2020	Year 2019	Year 2018		

Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 15 for the exchange rate

The Bidder and its parties shall provide copies of financial statements for three years 2019, 2018 and 2017. The financial statements shall:

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

- Attached are copies of financial statements⁶ for the _____ years required above; and complying with the requirements

⁶ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN – 3.2:
Average Annual Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

Form FIN – 3.3:
Financial Resources

Specify proposed sources of financing, such as lines of credit and/or cash available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria)

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

Form FIN – 3.4:

Current Contract Commitments / Works in Progress

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

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

Form EXP - 4.1

General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name⁷ (as per ITB 34.2 and 34.3): _____

ICB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

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

⁷ If applicable

	Information
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3.

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

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

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

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

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

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

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

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

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

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

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

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

Manufacturers for major items of Goods

The following manufacturers are proposed for supply of the major items of Goods listed in Para. 7 of Section III:

Major Items of Goods	Proposed Manufacturer	Nationality Experience
Steel silo bin		
Bucket elevator		
Belt conveyor		
Chain conveyor		

Bidders should provide supporting documents to demonstrate that each of the proposed manufacturer meets the minimum qualification requirements listed in Para. 7 of Section III of the bidding documents.

Manufacturer's authorization for each of the above-listed major items of offered goods should also be provided in the attached form.

Form EXP - 5**Form of Specific information of of Quoted Goods****Bidder's Name:****PACKAGE: MFSP W-28** CONSTRUCTION OF STEEL SILOS FOR RICEAT NAOGAON

Name of Item	Name of Manufacturer	Brand	Model No	Specifications
Silo bins				
Silo temperature monitoring system				
Silo Sweep Auger				
Bucket Elevator				
Belt Conveyor				
Chain Conveyour				
Chiller				
Mixer				
N2 Generator				
Sampler				
Air compressor				
Ship Bulk loader				
Ship Bulk Unloader				
Automatic Bulk Scale				
Bagging machine				
Stiching machine				
Truck Scale (Weigh bridge)				
Scada				
PLC				
MCC				
Transformer				
AVR				
HT Switch Gear				
LT Switchgear				
PFI Plant				
Motors				

Form EXP-5.1 Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form for each of the items of major equipment listed in Para.7, Section III of the bidding document, in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, as per ITB/Data Sheet 11.1(h)]

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

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

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

To: *[insert complete name of Employer]*

WHEREAS

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

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm as follows:

- (i) That all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- (ii) That the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- (iii) The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted by the Employer, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 6.21 and 6.22 of the Particular Conditions of Contract.

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

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

Title: *[insert title]*

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

Form of Bid Security

(Demand Guarantee)

Beneficiary: _____

Invitation for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

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

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

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social(ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder,

upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the expiry date of the Bid Validity.

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

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

[signature(s)]

Section V. Eligible Countries

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

In reference to ITB4.7 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 ITB4.7(a) and 5.1: *Israel*

Under ITB4.7(b) and 5.1: *Israel*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.⁸ In pursuance of this policy, 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;⁹;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹⁰
 - (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;¹¹
 - (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;¹²
 - (v) "obstructive practice" is:

⁸ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁹ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁰ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

¹¹ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹² For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹³ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹⁴ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their

¹³ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁴ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect 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.”

PART 2 –WORKS REQUIREMENTS

Section VII. Works Requirements

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Scope of Works

Government of The People's Republic of Bangladesh has received an IDA credit toward the costs of the Modern Food Storage Facilities Project (MFSP), being implemented by the Directorate General of Food, Ministry of Food. The overall project development objective is to increase the grain reserve available to households to meet their post-disaster needs and improve the efficiency of grain storage management. One major component of the project is Construction of Modern Grain Storage Silo Facilities to improve the storage capacity for grain at the country level by financing the construction of modern steel silos for rice and wheat with a total capacity of around 535,500 tons, built in accordance with social and environmental sustainability parameters and safeguards compliance criteria.

1. The bidding for the Works will consist of one bid package. The package is:

– **Bid Package W-28: Construction of Steel Silo for Rice at Naogaon**

The Design and Supervision Consultant prepared all design and specification; the contractor will work according to that design and specification. A broad scope of work is described below.

1) Civil works:

- a) Substructure works including piling, foundations, services tunnels, ducting, support structures, isolated foundations etc.
- b) Superstructure works including silos and all buildings and associated structures
- c) Infrastructure works including access roads, service corridors and all other similar works
- d) All electromechanical and utilities services up to connection points for the grain handling plant and equipment

2) Electro-mechanical works:

- a) Shore Crane for loading and unloading of grain (Rice).
- b) Conveying systems
- c) Steel silo facilities

- d) Loading equipment
 - e) Other equipment as referred to in the Feasibility studies (non-exhaustive): chillers, bagging equipment, weighbridges, etc.
 - f) Power supply and distribution systems
 - g) Environmental considerations that need to be taken into account in the design of the facility
 - h) Process Control / automation
 - i) Dust control systems
 - j) Compressed air system
 - k) Fire fighting equipment
 - l) Safety equipment and
 - m) Emergency systems
 - n) Stock management systems
- 3) Provide a fully functional state of the art grain handling facility which meets the highest international and industry standards in all areas and which utilises proven designs, technologies and grain handling systems and equipment.
- 4) Environmental and Social Safeguards:
Site-specific Environmental Management Plans (EMP) and Social Management Plan (SMP) will be included in the bidding documents. The contractor shall comply with all environmental and social issues.

Proposed Location for the Construction of Silos

In order to locate the public silos at the best location considering logistics, availability of Rice, distribution and constructability, etc., several sites were examined all over Bangladesh. Six sites were selected for the project for rice and two for wheat as listed in the tables below.

Table 1: Location of proposed silos size and approximate size of storage

Sl. No.	Site	No. of Bins	Each bin capacity (MT)	Silo capacity (MT)	Grain Type

Sl. No.	Site	No. of Bins	Each bin capacity (MT)	Silo capacity (MT)	Grain Type
1	Barisal	16	3,000	48,000	Rice
2	Narayanganj	12	4,000	48,000	Rice
3	Naogaon	15	3,200	48,000	Rice
4	Ashuganj	30	3,500	105,000	Rice
5	Mymensingh	15	3,200	48,000	Rice
6	Madhupur	16	3,000	48,000	Rice
7	Maheshwarpasha	6	12,700	76,200	Wheat
8	Chittagong	9	12,700	114,300	Wheat
	Sub-Total	112		535,500	

Site of this package is Naogaon.

This bidding document is prepared for construction of Steel Silo for Rice located at **Naogaon with a capacity of 48,000 metric ton.**

Naogaon: The site is located at Mahadevpur upazila of Naogaon district. There is cultivation land about 15 acres, acquired by the government for construction of silo complex. The land is under development by DG Food. The site is well connected by road. There is no railway or riverine connection. But the river Atrai flows very close.

Specification

Attached separately

Drawings

Drawings are available on the website www.mfsp.gov.bd and drawings are integral part of the bidding document.

Supplementary Information

Attached Documents

For Steel Silo Site:

1. Soil Survey
2. Layout -2D
3. 3D View
4. Flow Diagram

Environmental and Social (ES) Requirements

1. ENVIRONMENTAL AND SOCIAL POLICY

The following policies have been formulated but are not limited to:

Policy-1: Policy on Climate Change and Climate Adaptation

Designing of the silos includes climate adaptation techniques and equipment. The contractor needs to follow effective construction procedure to ensure climate adaptation techniques and equipment to be functional in the operation phase;

Policy-2: Protection of the Natural Environment

Mitigation Measures follow standard practice and simple procedure to protect and conserve the natural environment, and minimize unavoidable impacts;

Policy-3: Occupational Health and Safety

The contractor shall follow simple construction procedure with skilled labor to minimize any occupational health and safety risks. The contractor shall also ensure availability of the adequate PPE and first aid box and effective PPE used by the workers.

Policy-4: Public Health and Safety

The contractor shall follow working procedure in such a way that it will not have any severe impact and or it will not have any impact on the public health and safety.

Policy-5: Employment and Working Conditions

The contractor should follow national and ILO labor conventions for the engagement of the workers in the Project activities.

Policy-6: Grievance Redress Mechanism

The Employer will establish grievance redress mechanism (GRM) for the implementation of the project accessible to the contractor's personnel. The grievance redress mechanism will be shared with the contractor prior to the commencement of the work.

Policy -7: Gender Action Plan and Gender Sensitization

For the equal employment opportunity and increasing the women in the project activities, a gender action plan and gender sensitization plan will be prepared.

Policy-8: Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) Prevention and Response and Disciplinary Measures

The employer shall take immediate disciplinary action in case of any illegal activities such as sexual exploitation and abuse (SEA) and sexual harassment, child sacrifice, child defilement etc. The employer shall take actions to minimize the risks of HIV transmission and to mitigate the effects of HIV/AIDS associated to the execution of the project activities. The employer shall also take actions to minimize Hepatitis A & B and any other communicable diseases;

Policy-9: Labor Employment, Accommodation and Treatment

The Contractor should actively consider (i) where the workers – both expatriate and Bangladeshi – would live during construction of silos; (ii) living conditions of the workers; and (iii) the concomitant social reactions in the adjacent communities due to the presence of nonlocal people.

Based on the policies, the following ES Code of Practice has been formulated and contractors would be required to comply with these during implementation of work.

Environmental and Social Code of Practice (ESCoP) and Implementation Procedure

- **ESCoP-1 (Overall ES Management):** The Contractor shall take all steps to ensure overall ES Management during implementation;
- **ESCoP-2 (Ensuring Regularity Requirements):** Contractor shall comply with the existing statutes and regulations concerning the execution of works as per requirements of DoE and WB guidelines. Contractor shall be responsible for familiarizing with the legislation relating to ES management that is relevant to activities;
- **ESCoP-3 (Labor shed Management):** Contractor shall maintain the camp and construction sites in clean and tidy conditions and shall ensure standard facilities in the labor shed. The contractor shall be responsible for the provision of adequate sanitary facilities (separate toilet for male and female) for the construction workforce (including those employed under subcontracts) at all construction, office and camp sites. The contractor shall not knowingly allow discharge of any untreated sanitary wastes either to groundwater or surface water and or existing drain. Before mobilization of the construction workforce, the contractor shall provide details of sanitary and drainage arrangements to the Engineer for approval. The detail should include maintenance and operation plan and generally be sufficient to allow the Engineer to assess whether the proposed facilities are adequate;
- **ESCoP-4 (Workforce Environment):** Contractor shall engage local people as much as possible where applicable and ensure prohibition of the child labor (less than 18 years) and aged labor (more than 65 years for heavy works). Contractor shall pay to the workers regularly and ensure no discrepancy in the wages between men and women for similar works. Contractor shall not force and or misbehave with the workers for performing any activity. Contractor shall regularly monitor the behavioural matter of the workers at the worksite, at work camp site during working hour and off-days. Contractor shall regularly consult with the workers both male and female and brief them about behavioural matter to avoid any sexual exploitation and abuse and gender based violence. The contractor shall inspire and permit to the single/un-married/bachelor workers to visit their home at regular

interval. The contractor shall also inspire the workers to be engaged for longer duration to bring family members at the work place if possible. The contractor shall step all applicable actions to avoid any sexual exploitation and abuse and gender based violence in the project site and work camp site;

- **ESCoP-5 (Waste Management):** Contractor shall be responsible for the safe collection, transportation and disposal of the wastes generated due to the project activities to prevent environmental pollution and to avoid risks to health to the workers and local people;
- **ESCoP-6 (Workers Health and Safety):** Contractor shall be responsible for providing personal protective equipment (PPEs) and first aid facilities to his workers as per requirements;
- **ESCoP-7 (Compensation for Accidents):** Contractor shall bear medical treatment costs for any accidents and compensate for any incidence caused by severe accidents such as loss of hands, legs or loss of working ability or death (the amount of the compensation should be fixed considering the type of accidents);
- **ESCoP-8 (Implementation of the Mitigation Measures in Daily Activities):** Contractor shall be responsible for the implementation of the mitigation measures mentioned in the ESMP and follow the guidelines in the daily activities of the project;
- **ESCoP-9 (Spill Prevention, Fuels and Hazardous Substances Management):** Contractor shall store oils and lubricants on paved surface. Contractor shall not allow waste oil, lubricant or other petroleum derivatives to be used as dust suppressants and shall take all reasonable precautions to prevent accidental spillage of the petroleum products, contact of such materials with soil or water course through discharge, run-off and seepage;
- **ESCoP-10 (Equipment, Machinery and Vehicles to be used):** All equipment, machinery, vehicles and plant operated by the contractor shall be maintained according to the original manufacturers' specifications and manuals, with particular regard to the control of noise and/or smoke emissions. PMU and ENGINEER shall have the right to ask the contractor to replace or rectify any equipment, machinery, vehicle or plant that they think emits excessive noise and/or black smoke, within 48 hours of notice in writing;
- **ESCoP-11 (Noise Nuisance):** The contractor shall make reasonable effort to reduce noise nuisance caused by construction activities, including location of crusher for making aggregates and ancillary plants and or ready-mix concrete plant in locations where the

distance between those plants and residential areas is such that it results in attenuation of noise at existing residential areas;

- **ESCoP-12 (Dust Suppression Measures):** The contractor shall take all reasonable measures to minimize dust arising from any sites (work site, labor campsite, material storage yard, brick crushing site etc.) under his control by regular watering of any stockpile, bare soil, haul road, un-surfaced traffic area and any sources of fatigue dust, when conditions require dust suppression. If, in the opinion of the Engineer, the dust suppression measures are ineffective, the contractor shall take further measures to minimize the dust emission as directed by the Engineer;
- **ESCoP-13 (Traffic Disruption):** To avoid any traffic disruption due to transportation of equipment, machinery and vehicles, the contractor should perform any transportation activities at off-peak hours, off-days and at night. In case of any traffic disruption is caused by the construction activities, the contractor shall be responsible to provide separate pathway to the full operational use by the vehicles. The facilities in this regard shall be such that either party is not disturbed;
- **ESCoP-14 (Damage to Road and other infrastructure):** In case of any damage of road and/or other infrastructure due to the project activities, the contractor shall notify the engineer about it and at his own cost shall repair the road/infrastructure to its original condition;
- **ESCoP-15 (Restoration of the Facilities):** The contractor on completion of the contract shall remove the equipment, surplus materials, and rubbish and temporary structures of all types and shall leave sites in clean condition to the satisfaction of PMU and The Engineer;
- **ESCoP-16 (Conducting Analytical Monitoring):** Contractor shall be responsible for conducting monitoring as per ESMP and submit the reports to the PMU and The Engineer;
- **ESCoP-17 (Awareness Building Program for ES Management and Capacity Building):** Contractor shall brief the workers about safety protocol and overall ES management every day before works start at the morning and responsible for conducting training program for raising awareness and knowledge on ES issues. The contractor will also organize training for the workers on a regular basis on various aspects of ES requirements and undertake awareness building programs for the workers to minimize sexual exploitation & abuse (SEA) and sexual harassment (SH) and minimization of the sexually transmitted diseases (STDs) and communicable diseases.

2. DETAIL ENVIRONMENTAL AND SOCIAL REQUIREMENTS

For preparing detailed specifications for ES and CSC requirements, the following guidelines/reference has been used:

- ES policies of the organization;
- Project reports e.g. ESIA/ESMP;
- Consent/permit conditions;
- Bangladesh Environment Conservation Act, 1995 and Environment Conservation Rules, 1997;
- Required standards including World Bank Group EHS Guideline as well as the CSC for this project;
- Grievance redress mechanism for workers, including details of all grievances and aggrieved persons separately for male and female, protecting confidentiality of complaints about sexual exploitation and abuse (SEA) and sexual harassment (SH);
- SEA/SH prevention and management;
- Occupational health and safety response and preventive measures for COVID-19;
- Grievance Redress Mechanism and Labor Management Issues.

The ES requirements (basic requirements are implementation of the ESMP and other plans, environmental and social safeguard monitoring including GRM, accident/incident record and reporting etc.) have been prepared in a manner that do not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract.

2.1 Management Strategies and Implementation Plans (MSIP) to Manage the (ES) Risks

The Contractor shall submit Management Strategies and Implementation Plans (MSIP) to implement the environmental and social management plan as shown in Table-1 below and would include the following:

- Traffic Management Plan to ensure safety of local communities from construction traffic;
- Water Resource Protection Plan to prevent contamination of drinking water;
- Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts;
- Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit;
- Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) prevention and response action plan;
- Preventing exposure to health risks linked to Sexually Transmitted Diseases (STDs) and Communicable Diseases;
- Occupational Health and Safety Plan including COVID-19 preventive measures;
- Emergency Preparedness Plan (EPP);
- Labor Influx Management Plan;
- Monthly Environmental and Social Monitoring Plan including GRM and Accident/Incident Record and instant reporting of incidents to the Employer.

2.2 Contractor's ESMP

These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 4.1. 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.

2.3 Environmental and Social Management Plan (ESMP)

Table-1 shows the environmental and social management plan to be followed in the project along with the roles and responsibilities of the contractor.

Table-1: Environmental and Social Management Plan (ESMP)

Sub-project Activity	Potential Environmental/Social /Health Impact(s)	Mitigation Measures	Estimated Mitigation Cost	Responsibility	
				Implementation	Supervision
Construction stage					
Site Preparation	Measures for environmental safeguard during preparatory works	Environmental safeguard issues were added in the BOQ of site preparatory works	Included with the BOQ of preparatory works	Contractor	PMU, MFSP and ENGINEER
Traffic movement plan	Traffic load will be increased on local road, during construction. Also traffic congestion may arise along with the trucks' movement for old CSD food grains	<ul style="list-style-type: none"> • Extra man-power will have to be provided to control the traffic movement. • Most of the construction materials will be carried from local market, steel sheet (pre-fabricated and fabricated) from Chittagong, stone from Sylhet, Sunamganj areas. • Water way will also be used to carry construction materials 	Cost for traffic control has been included in the BOQ	Contractor	PMU, MFSP and ENGINEER
Impacts on soil and water	Anticipated contamination of soil and water around, during construction works	<ul style="list-style-type: none"> • Appropriate waste collection and disposal systems has been adapted with the environmental and social safeguard compliance issues; • Temporary drainage facilities have been incorporated with environmental management plan; • Proper drainage system and on-site sanitation system has been facilitated. 	Cost for waste collection system and temporary drainage system has been included in the BOQ.	Contractor	PMU, MFSP and ENGINEER
Construction of labor camp	If not controlled and maintained properly, impacts will be there on surrounding	<ul style="list-style-type: none"> • The labor camp has been considered along the boundary wall site and or recommended place; • Proper sanitation and waste collection system are to be 	Cost has been estimated and items have been incorporated in the BOQ	Contractor	PMU, MFSP and ENGINEER

Sub-project Activity	Potential Environmental/Social /Health Impact(s)	Mitigation Measures	Estimated Mitigation Cost	Responsibility	
				Implementation	Supervision
	environment.	provided along with the labor-camp.			
Earthwork	Slope, erosion and dust blowing, during earth work for any foundation work	<ul style="list-style-type: none"> Care to be taken during any excavation work, Dust blowing is to be controlled by providing water spray every day 	Included in the BOQ.	Contractor	PMU, MFSP and ENGINEER
Noise	Increase of noise level of the construction site. Increasing noise level during construction works may disturb to the nearby physical and social infrastructures like school, mosque etc	<ul style="list-style-type: none"> Noise level to be measured periodically, near the middle of developed area, Proper scheduling of transportation of material and noise generating equipment/ works, All vehicles and equipment used in construction shall be fitted by exhaust silencers, maintain regularly to minimize noise level. 	According to overall Environmental Management plan in addition to Compliance included in BOQ	Contractor	PMU, MFSP and ENGINEER
Dust	Dust is generated during vehicle movement, material carrying and construction works	<ul style="list-style-type: none"> Construction materials should be carried by the covered vehicle Spraying should be done every day, during construction period 	BOQ is with the issues (environmental safeguard)	Contractor	PMU, MFSP and ENGINEER
Surface water	Chance of contamination of surface water around, during construction period	<ul style="list-style-type: none"> Ensuring wastes/effluent disposal properly, Ensuring solid waste management properly. 	BOQ is with the environmental safeguard issues	Contractor	PMU, MFSP and ENGINEER
Water Logging	During construction work and in rainy season, water logging may occur	<ul style="list-style-type: none"> Temporary earthen drain will be constructed to drain out rain water. Temporary earthen drain is to be provided with the labor camp 	As per BOQ of bidding document	Contractor	PMU, MFSP and ENGINEER
Vehicular Traffic	Materials carrying vehicles may damage environment and may be a disturbance to nearby physical and social institutions.	<ul style="list-style-type: none"> Speed limits will be enforced for the Project vehicles. Reduced speed in the CSD area. Safety signage should be placed at the work sites (both road side and in the CSD/ silo areas) 	Environmental Management plan, environmental safeguard compliance cost in BOQ	Contractor	PMU, MFSP and ENGINEER
Public Health and	Due to migrated workforce,	<ul style="list-style-type: none"> The contractor will engage local people as maximum as 	Environmental Management	Contractors	PMU, MFSP and

Sub-project Activity	Potential Environmental/Social /Health Impact(s)	Mitigation Measures	Estimated Mitigation Cost	Responsibility	
				Implementation	Supervision
Safety	infectious diseases (HIV, AIDs) may be there in and around CSD/ silo site	<p>possible,</p> <ul style="list-style-type: none"> Health checking should be done, specially for migrated people, Workshop and training will be with the workers & supervisors. 	plan, environmental safeguard compliance cost in BOQ		ENGINEER
Social and Gender Issues	Some gender based social issues may be raised during construction works such as sexual exploitation & abuse (SEA) and sexual harassment (SH)	<ul style="list-style-type: none"> Workshops with the surrounding community people, leaders will be arranged. Grievance redress mechanism has been established at silo site; Contractor shall regular monitor the behavioural matter of the workers at the worksite, at work camp site during working hour and off-days. Contractor shall regular consult with the workers both male and female and brief them about behavioural matter to avoid any sexual exploitation and abuse and sexual harassment. The contractor shall inspire and permit to the single/unmarried/bachelor workers to visit their home at regular interval. The contractor shall also inspire the workers to be engaged for longer duration to bring family members at the work place if possible. The contractor shall step all applicable actions to avoid any sexual exploitation and abuse and sexual harassment in the project site and work camp site. 	Expense is included in the environmental and social safeguard compliance BOQ	Contractors	PMU, MFSP and ENGINEER
Children's right	Child labor may be engaged during construction	<ul style="list-style-type: none"> Contractor shall avoid the engagement of child labor force, Patrolling periodically to check for any child labor 	Clear indication is there in the tender documents.	Contractors	PMU, MFSP and ENGINEER
At the end of	Any unwanted substances may	<ul style="list-style-type: none"> At the completion of work, the contractor shall remove 	Expense is included in	Contractor	PMU, MFSP and

Sub-project Activity	Potential Environmental/Social /Health Impact(s)	Mitigation Measures	Estimated Mitigation Cost	Responsibility	
				Implementation	Supervision
construction works i.e. during completion stage	be left behind, at the end of construction, may lead environmental pollution and damage to the aesthetic views and may cause disturbance to nearby physical and cultural resources	<p>all unwanted material from the site,</p> <ul style="list-style-type: none"> The cleaning of construction site should be done properly. Damaged equipment, debris, waste and unusable materials should be cleaned from the campus and those are to be disposed properly. 	contract cost.		ENGINEER
Increase Women Employment	More women engage in silo construction activities	<ul style="list-style-type: none"> At least 15% skilled/unskilled women labor deployment in silo construction activities 	Expenses is included in BOQ	Contractor	PMU, MFSP and ENGINEER
Training / Orientation on women development	Gender sensitization norms established at the silo construction site	<ul style="list-style-type: none"> Elimination of gender-based prejudice from the working place 	Expense is included in contract cost.	Contractor	PMU, MFSP and ENGINEER
Health Safety measures	Establish well measures for health & hygiene and best management for treatment at the silo	<ul style="list-style-type: none"> Arrange Primary Health care at the silo site Treatment with salary if any labor accident during works Pregnant women employee will be entitled to have four months of maternity leave with salary Allow maximum 15 days of paternity leave for the deserving male staff 	Expense is included in contract cost.	Contractor	PMU, MFSP and ENGINEER
Improved sanitation, hygienic kitchen, safe drinking water and labor resting place	Establish well balance working place	<ul style="list-style-type: none"> Requisite number of well Latrine for male and female Arrange safe drinking water at the construction site Well ventilated labor shed with pacca floor 	Expense is included in contract cost.	Contractor	PMU, MFSP and ENGINEER
Community Participation	Increase women participation in community participation	<ul style="list-style-type: none"> Holding Gender Sensitization Stakeholders and Focus Group Discussion meetings surrounding the silo site. Optimize women's participation in 	Expense is included in contract cost.	Contractor	PMU, MFSP and ENGINEER

Sub-project Activity	Potential Environmental/Social /Health Impact(s)	Mitigation Measures	Estimated Mitigation Cost	Responsibility	
				Implementation	Supervision
		demonstration and other project activities			
Establishment and use of construction camp, labourshed, stackyard, warehouse	Acquiring land for such sites may affect productive land of private individuals	<ul style="list-style-type: none"> Identify non-productive land; Avoid public spaces; Organize land/premises on a willing rentee and willing renter basis for such temporary structures. 	Expense is included in contract cost.	Contractor	PMU, MFSP and ENGINEER

2.4 Health and Safety Response and Preventive Measures for COVID-19

As per the requirement of GCC 4.8, the contractor would be responsible to consider the health and safety aspects and related preventive measures as shown in Table-2 in preparing the Emergency Preparedness Plan (EPP) and submit the EPP for approval of the engineer in charge.

Table-2: Health and Safety Response and Preventive Measures for COVID-19

Areas of Work	Specific Measures and Arrangements	Responsible Parties	Estimated Mitigation Cost
Site Readiness -Risk Assessment for the Project and adjacent Community -Preparatory works for the site offices, labor shed and worksites; -Mobilization of the site staffs and workers and return to the work plan; -Adopting Project Grievance Redress Mechanism	<ul style="list-style-type: none"> To assess the workforce characteristics since the workforce is mix of local communities, workers from different parts of the country, workers from abroad. Workers to be employed under different terms and conditions and to be accommodated in many ways; To enlist of the workers who will reside at home (i.e. workers from the community), workers who lodge within the local community and workers in on-site accommodation. Where possible, it should also identify workers that may be more at risk from COVID-19, those with underlying health issues or who may be otherwise at risk; To prepare a profile of the project work force, key work activities, set priority of the tasks, schedule, different durations of the contract and rotations etc; To assess where, how, and to what sources of COVID-19 (might workers be exposed, including: general public (local communities), coworkers, suppliers, etc. and those identified as high risk of infection (foreign workers, international travelers/visitors, healthcare workers, transport drivers, etc.) ; To assess the activities pose higher risk of exposure-travelling in personnel hoists and lifts; work that requires employees to be in close contact with others; working in indoor or enclosed spaces that have limited ventilation (e.g. indoors higher risk than outdoors); using shared tools or equipment; surfaces are touched often, such as doorknobs, elevator buttons, light switches, hand rails, etc.; and sharing facilities such as bathrooms, kitchens and communal break areas; non-occupational risk 	Contractor, CSC and PMU	Expenses is included in BOQ

Areas of Work	Specific Measures and Arrangements	Responsible Parties	Estimated Mitigation Cost
	<p>factors at home and in community settings and vulnerable workers (e.g., older age – greater than 55 years old; presence of chronic medical conditions, including immune-compromising conditions, cancers, diabetes, pregnancy, etc.);</p> <ul style="list-style-type: none"> ● To assess low exposure-jobs or work tasks no or limited close contact with the general public and other co-workers, visitors, clients or customers, or contractors, and that do not require contact with people known to be or suspected of being infected with COVID-19; ● To assess medium exposure risk-jobs or work tasks with some contact with the general public, or other co-workers, visitors, clients or contractors, or suppliers, but that do not require contact with people known to be or suspected of being infected with COVID-19; ● To assess high exposure risk – jobs or work tasks with frequent contact with the general public, or other co-workers, visitors, clients, contractors and suppliers from areas with high community transmission; ● To ensure at least 2 non-contact infrared thermometers at site; ● To ensure adequate soaps, hand sanitizer, small hand disinfectant sprayers (at least 4 nos.), big mechanical disinfectant sprayers (at least 1 no.) and adequate disinfectants at the worksite; ● To clean and washing the office rooms and accessories of the office rooms, veranda, toilets, kitchen, dining spaces and other places around the site offices with disinfectant daily. Similarly, to clean the entire area of the labor shed with the disinfectant daily; ● To disinfect the walking path/verandah by spraying bleaching powder solution daily; ● To ensure masks, hand gloves, safety shoes, helmets etc. for all site staffs and construction workers; ● To ensure additional arrangement of water supply facilities with soaps at the entrance/entrances of the site for washing hands and disinfectant sprayers for washing shoes; ● To place the closed waste bins near main entrance to site offices and labor sheds; ● To place the hand sanitizer and small disinfectant sprayer to site offices near entrances for visitors; ● To allocate at least one room at site office and one room at labor shed for isolation purposes. At least one room should be allocated for women; ● To ensure site level current project grievance redress mechanism is functional on COVID-19 issue. 	Contractor, CSC and PMU	Expenses is included in BOQ
<p>Preventive Measures -Physical distancing</p>	<ul style="list-style-type: none"> ● To maintain physical distance at the workplace and at labor sheds; ● To segregate the worksites in different zones; ● To place signage showing physical distancing limit to remind the workers; ● To conduct toolbox meeting in a wide open area; ● To separate lunch areas and do not congregate in lunch areas and eat separately; ● To restrict large group in a meeting and to ensure seating arrangement maintaining 3-6 ft distance; 	Contractor, CSC and PMU	Expenses is included in BOQ

Areas of Work	Specific Measures and Arrangements	Responsible Parties	Estimated Mitigation Cost
<p>-Work schedules/Rotation/Adjusting Work Practices</p> <p>- Movement/traveling guidance for project staffs and workers;</p> <p>-Site access control</p>	<ul style="list-style-type: none"> ● To allow non-essential personnel to work from home when possible to limit the number of people at worksite; ● To restrict hand-shaking and other contact greetings. ● To divide work hours to avoid everyone arriving and leaving at the same time; ● To decrease the size of work teams; ● To reschedule the leave provision to avoid workers returning home to affected areas, or returning to site from affected areas; ● To inform the local workers who return home daily subject to health checks/thermal screening at entry to the site; ● To arrange for work breaks to be taken at outdoor areas within the site. ● To postpone non-essential travel to areas with high COVID-19 transmission; ● To provide PPE-face masks, sanitizer who travel; ● To follow general hygiene rules and follow local travel guidelines whenever travel; ● To comply with any local restrictions on travel, movement or large gatherings for project staffs/workers; ● To advise workers to avoid public transport and crowded places; ● To stay at least one meter away from people who are coughing or sneezing; ● To monitor project staffs/workers who have returned from an area where COVID-19 is spreading for symptoms for 14 days and take their temperature twice a day; ● If project staffs/workers develop even a mild cough or low grade fever (i.e. a temperature of 37.3 C or more) they should stay at home and self-isolate. This means avoiding close contact (one meter or nearer) with other people, including family members; ● If project staffs travel from overseas, international and transient workers should adhere to national requirements and guidelines with respect to COVID-19 when travelling to or from worksites. Hence, 14 days quarantine is mandatory from them. These workers require remaining in isolation until they have been asymptomatic for 14 days; ● To clean the vehicle regularly and shared vehicle should be well ventilated. ● To establish the boundary wall and fencing for controlling entry/exit to the site; ● To train the security guard to stop any unauthorized entry to the site; ● To restrict the non-essential visitors; ● To restrict access to confined areas to site offices. Only site personnel from PMU, CSC, Contractor and support service providers will operate; ● To ensure no site personnel can leave the site without proper permission; 	Contractor, CSC and PMU	Expenses is included in BOQ

Areas of Work	Specific Measures and Arrangements	Responsible Parties	Estimated Mitigation Cost
<p>Personal Hygiene -Hand Hygiene,</p> <p>-Respiratory hygiene at the workplace</p> <p>-Face masks</p> <p>-Cleaning & disinfection of surfaces and waste disposal</p> <p>Site Facilities Toilet facilities; -Dining areas -Onsite accommodations -PPE</p>	<ul style="list-style-type: none"> ● To ensure thermal screening, hand washing and shoe disinfecting system at the main entrance. ● To wash hands with soap at least 20 seconds before starting work, before eating, before cooking and after cooking during servicing, after toilet use and after coming from outside etc; ● To place sanitizing hand rub dispensers in prominent places at the offices and regular filling of the dispensers; ● To use hand sanitizer to disinfect key board, mouse, table, wallet, cell phone etc.; ● Without washing hands, do not touch face, nose, eyes. ● To cover mouth and nose with a tissue when coughing or sneezing and dispose the used tissue in a waste basket; ● When no tissues are available, cough or sneeze into the upper sleeve and not into the hands; ● To clean hands after coughing or sneezing by hand-washing. If soap and water are not available, hand sanitizing gel should use; and ● To seek medical care when feeling unwell. ● To use two-three layers of washable cloth masks and or surgical face masks at workplaces; ● To inspect face masks for tears, defects, uncleanliness, etc.; ● To understand the use and limitation of face masks. ● To clean and disinfect hard surfaces using mechanical disinfect sprayer. Daily cleaning the wash rooms, kitchen, dining spaces, office rooms, verandah, stair railing and labor shed and facilities; ● To use close waste bins use for waste disposal; ● To emptying the bins regularly and proper disposal of the waste; ● To ensure PPE for the cleaners. ● To restrict the number of people using toilet facilities at one time; ● To wash hands before and after using toilets properly; ● To clean the used surfaces, and objects frequently; ● To restrict the number of people using dining room at one time; ● To specify the requirements for physical distancing (1 m distance, no handshaking, no touching etc.) at labor shed; ● To use disposable gloves where appropriate, and workers will wash hand after removing gloves; ● To use hand gloves to touch metal and at workplace. Re-usable hand gloves can be used for economical point of view. To use alternate hand gloves and clean it daily after use; ● To dispose the used PPE properly; ● To sanitize the reusable PPE adequately. 	Contractor, CSC and PMU	Expenses is included in BOQ

Areas of Work	Specific Measures and Arrangements	Responsible Parties	Estimated Mitigation Cost
Management of COVID-19 outbreak -Contractor medical service obligations -Testing for COVID-19 -Daily health screenings -Incident management and reporting -COVID-19 EPP drills -COVID-19 information resources	<ul style="list-style-type: none"> ● To accommodate proper project medical services at site if possible; ● To collect contact details of nearby hospital and testing lab; ● To collect contact details of the local COVID-19 response team nominated by Govt. and local isolation center; ● To practice health screenings at site; ● To record incident by using separate registrar; ● To display all information at the suitable/strategic location of each site. 	Contractor, CSC and PMU	Expenses is included in BOQ
Awareness Arising Activities for the workers and adjacent community people	<ul style="list-style-type: none"> ● To train the site staffs and workers on COVID-19 issues: COVID-19 preventive measures, health and hygiene practices, cleaning, disinfection, waste disposal, PPE use, COVID-19 symptoms, quarantine, isolation process, testing and treatment facilities etc; ● To display and provide leaflets, poster in Bangla and English for example process of hand washing, social distancing, hygiene practices etc; ● To conduct tool box on safety issues once in a week. 	Contractor, CSC and PMU	Expenses is included in BOQ

2.5 Environmental and Social Monitoring Plan

The contractor would be responsible to monitor various environmental and social parameters as shown in environmental and social monitoring plan shown in Table-3.

Table-3: Environmental and Social Monitoring Plan

Environmental Indicator	Management	Means of Monitoring	Parameters	Frequency	Responsibility	
					Implementation	Supervision
Air Quality	Measurement of air quality	Portable air quality measuring machine	CO, Sox, Nox, SPM	Twice in each year (dry and wet season)	Contractor	PMU, MFSP and CSC
Dust Control	Spraying of water	Visual	-	During creation of dust	Contractor	PMU, MFSP and CSC
Noise Control	Measurement of noise level	Portable noise measuring machine	Noise level (dB)	Twice in each year	Contractor	PMU, MFSP and CSC
Waste management	Collection, transportation and disposal of solid waste.	Inspection	Different types of waste	Daily	Contractor	PMU, MFSP and CSC

Environmental Indicator	Management	Means of Monitoring	Parameters	Frequency	Responsibility	
					Implementation	Supervision
Health and safety including COVID-19 issues	Monitoring health and safety of workers	Inspection	PPEs	Daily	Contractor	PMU, MFSP and CSC
Water quality	Waste water to be generated and ground water	Inspection and Water analysis through a government approved laboratory like DPHE, BUET etc.	Organic & inorganic	Twice in each year	Contractor through an agency	PMU, MFSP and CSC
Infectious Disease HIV/AIDS	Monitoring affected people if any	Engaging Physician	No. of affected person	Monthly check-up	Contractor	PMU, MFSP and CSC
Traffic movement	Nos. of vehicle movement	Inspection & record keeping	No. of vehicle	daily	Contractor	PMU, MFSP and CSC
Use of private land on temporary basis	Number of land owners/renters	Record keeping	Agreements	Monthly	Contractor	PMU, MFSP and CSC

2.6 Terms of Reference of Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) Prevention and Response Action Plan (SEA and SH PRAP)

For guiding the bidder for the preparation of Terms of Reference of SEA & SH PRAP, an outline of Table of Contents is being given here:

Section 1: Introduction

Objectives, Methodology and Scope and Structure of SEA and SH PRAP

Section 2: Standards and Applicable Guidelines/Regulations

Review of the International and National Laws/Regulations, Activities of the National SEA/SH/GBV Service Providers

Section 3: Assessing SEA/SH Risks at the Works Site

Methodology and Tools of Assessing SEA/SH Risks at the Work Site (Gender Sensitization, Community & Stakeholder Engagement, Functionality of GRM, and Monitoring of the Behavioral Manner and Attitude of the Workers, Independent Monitoring etc.)

Section 4: Addressing SEA/SH Risks

Procedure of addressing SEA/SH events (Grievance Readdresses Mechanism Reports, Monitoring and Reporting by Supervision Consultant, Monitoring and Reporting by Independent Body and Community people etc.)

Section 5: Formulation of Action Plan

SEA/SH Risk Prevention and Mitigation Measures (Matrix Table), Institutional Set-up and Responsibility Distribution, Procedure of Working with National GBV Service Providers, Code of Conducts etc.

Section 6: Capacity Building and Awareness Raising Activities

SEA/SH Training Programs (Methodology of Awareness Raising and Training Activities, Schedule of Training Activities, Outline of Training Materials etc).

Section 7: Conclusion

2.7 Contractor's Representative and Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	EnvironmentalExpert	<i>MSc in Environmental Science or Engineering (PrerablyM.Sc in Environmental or Engineering)</i>	<i>5 years relavant experience</i>
2	<i>Health and Safety</i>	<i>M.Sc in Environmental or Engineering (Preferably IOSH/NEBOSH Training/Diploma Holder)</i>	<i>2 years experience</i>
3	Social and Sexual Exploitation, Abuse and Harassment Expert/Gender Expert	<i>MSc in Social Sceince</i>	<i>5 years relavant experience</i>
4	<i>Civil, Mechanical, Electrical Engineers, Forman, Technicians as require for the job</i>		

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions (GC)

Attached separately

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” published by the Federation InternationaleDesIngenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the 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 (PC)

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

Particular Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	<u>Not applicable</u>
Employer's name and address	1.1.31	The Employer is: <u>Directorate General of Food</u> Represented by: Project Director Modern Food Storage Facilities Project (MFSP) Level-17 Probashi Kallyan Bhaban 71-72 Eskaton Garden Dhaka, Bangladesh
Engineer's name and address	1.1.35	The joint venture of National office for Engineering and Re-construction (NOFEAR), Ukraine (Lead) and Modern Engineers Planners & Consultant Ltd. (JV Partner) 14/17, Monipuripapa (1st Floor), Dhaka-1215, Bangladesh e-mail: mdmepc@gmail.com, nationalof@yahoo.com
Bank's name	1.1.89	<u>The World Bank</u>
Borrower's name	1.1.90	<u>Government of Bangladesh</u>
Time for Completion	1.1.84	<u>24 months</u> <i>Refer to Table: Summary of Sections below</i>
Defects Notification Period	1.1.27	365 days (one year)
Sections	1.1.73	<i>Refer to Table: Summary of Sections below</i>
Electronic transmission system	1.3 (a) (ii)	Email
Address of Employer for communications:	1.3(d)	Project Director Level-17 Probashi Kallyan Bhaban 71-72 Eskaton Garden Dhaka, Bangladesh Email: pd@mfsp.gov.bd
Address of Engineer for communications:	1.3(d)	

Conditions	Sub-Clause	Data
Address of Contractor for communications:	1.3(d)	
Governing Law	1.4	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	<i>One</i>
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	Accepted Contract Amount
Site	1.1 74	<i>Mahadevpur, Naogaon, Bangladesh</i>
Time for access to the Site	2.1	<i>"No later than the Contract Signing Date"</i>
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of <u>0</u> % shall require written consent of the Employer.
Performance Security	4.2	<p>The Performance Security will be in the form of a <i>Bank guarantee</i> in the amount(s) of 10 (Ten) percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>The security shall only be in the form of bank guarantee issued by an internationally reputed Bank or Financial Institution. If the unconditional guarantee is issued by a Financial Institution located outside the Purchaser's Country, the issuing Financial Institution shall have a corresponding financial institution located in the Purchaser's Country (Bangladesh) to make the security enforceable.</p>
Environmental and Social (ES) Performance Security	4.2	N/A
Period for notification of errors in the items of reference	4.7.2(a)	Days 30
Period of payment for temporary utilities	4.19	N/A
Number of additional paper copies of progress reports	4.20	One

Conditions	Sub-Clause	Data
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	20%
Parts of the Works for which subcontracting is not permitted	5.1(b)	1. Silo supply, erection and commissioning 2. Silo handling equipment
Normal working hours	6.5	8 am to 6pm
Number of additional paper copies of program	8.3	<u>Two</u>
Delay damages payable for each day of delay	8.8	0.01% of the Accepted Total Contract Value.
Maximum amount of delay damages	8.8	<u>10%</u>
Method of measurement	12.2	<i>As specified in GCC</i>
Percentage profit	12.3	<i>Not applicable</i>
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4(b)(ii)	Not applicable
Total advance payment	14.2	10% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	(a) exceeds 5% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums (b) deductions shall be made at the amortisation rate of 25%
Period of payment	14.3	2 months
Number of additional paper copies of Statements	14.3(b)	One
Percentage of retention	14.3(iii)	10%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	10%
Plant and Materials	14.5(b)(i)	60% of contract value of the items; after satisfactory pre-shipment/ factory inspection by client and/or engineer.

Conditions	Sub-Clause	Data
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site _____ <i>[list]</i> . All items. 70% of contract value of the items.
Minimum Amount of Interim Payment Certificates	14.6.2	5 % of the Accepted Contract Amount.
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	60 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	60 days
Period for the Employer to make final payment to the Contractor	14.7(c)	60 days
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	0%
Number of additional paper copies of draft Final Statement	14.11.1(b)	<i>Five</i>
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>Contractor will be fully liable for procurement, transport, supply of all goods, equipments, materials upto the site. So contractor will insure as required. Contractor need not to submit any document to PMU for goods.</p> <p>The minimum cover for insurance of the Works and of Plant and Materials is 110% of the contract value from ShadharanBima of Bangladesh and will submit insurance papers to PMU.</p> <p>The minimum cover for personal injury or death insurance: (i) for the Contractor's employees is as per the law and common practice in Bangladesh. (ii) and for third parties is as per the law and common practice in Bangladesh.</p>						
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						
List of proposed members of DAAB	21.1	<p>Proposed by Employer</p> <table border="1"> <tbody> <tr> <td>President, Institution of Engineers, Bangladesh</td> <td>IEB Bhaban, Ramna, Dhaka, Bangladesh</td> </tr> <tr> <td>Head of Mechanical Engineering Department, BUET, Dhaka</td> <td>BUET, Dhaka, Bangladesh</td> </tr> <tr> <td>Head of Civil Engineering Department, BUET, Dhaka</td> <td>BUET, Dhaka, Bangladesh</td> </tr> </tbody> </table>	President, Institution of Engineers, Bangladesh	IEB Bhaban, Ramna, Dhaka, Bangladesh	Head of Mechanical Engineering Department, BUET, Dhaka	BUET, Dhaka, Bangladesh	Head of Civil Engineering Department, BUET, Dhaka	BUET, Dhaka, Bangladesh
President, Institution of Engineers, Bangladesh	IEB Bhaban, Ramna, Dhaka, Bangladesh							
Head of Mechanical Engineering Department, BUET, Dhaka	BUET, Dhaka, Bangladesh							
Head of Civil Engineering Department, BUET, Dhaka	BUET, Dhaka, Bangladesh							
Appointment (if not agreed) to be made by	21.2	<i>Director General of Food Dhaka, Bangladesh</i>						
Rules of arbitration	21.6(a)	<p>Sub-Clause 21.6(a) of PART B – Special Provisions[insert either “shall” or “shall not”] _____ apply.</p> <p><i>[Insert rules of arbitration if different from those of the International Chamber of Commerce.]</i></p> <p><i>[Sub-Clause 21.6 (a) shall be retained in the case of a Contract with a foreign Contractor or Sub-Clause 21.6 (b) shall be retained in the case of a Contract with a domestic Contractor. The determination of whether a Contractor (as an individual firm or as a Joint Venture) is foreign or domestic for the purposes of this sub-clause, will be made by reference to the criteria set forth in the footnote for ITB 33 of the Instructions to Bidders.]</i></p>						
Place of arbitration	21.6(a)	<i>[insert place of arbitration if 21.6(a) of PART B – Special Provisions applies]</i>						

Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
Civil works of Silo foundation upto silo bottom slab, bucket elevator, conveyor system	25%	15 months from date of contract signing	<u>0.01% of total contract value of this part per day</u>
Supply and erection of silo bins	20%	20 months from date of contract signing	<u>0.01% of total contract value of this part per day</u>
Supply and erection of all electro-mechanical equipment of silo	25%	23 months from date of contract signing	<u>0.01% of total contract value of this part per day</u>
Final acceptance of contract	30%	As per PCC 1.1.84	<u>0.01% of total contract value of this part per day</u>

Part B - Special Provisions

- Sub-Clause 1.1.10**
Contract “the Contractor’s Proposal” is deleted.
- Sub-Clause 1.1.49**
Laws The Sub-Clause is replaced with:
“**Laws**” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”
- Sub-Clause 1.1.74**
Site The Sub-Clause is replaced with:
“**Site**” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”
- Sub-Clause 1.1.77**
Statement On the second line after “Payment Certificate under...”, add “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable).”.
- Sub-Clause 1.1.81**
Tender “the Contractor’s Proposal” is deleted.
- Sub-Clause 1.1.89 to 1.1.91 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)” stands for 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:

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;”

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): “being provided to the Bank.”

Sub-Clause 1.17
Inspections & Audit by the Bank

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

“Pursuant to paragraph 1.16(e) of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).”

Sub-Clause 2.4
Employer’s Financial Arrangements

The first paragraph is replaced with:

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

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

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

which such funds will be available.”

Sub-Clause 2.6

**Employer-
Supplied Materials
and Employer’s
Equipment**

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

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

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

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

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

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

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

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

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

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

rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

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

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

Sub-Clause 3.1

The 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

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

Engineer's Representative

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

Sub-Clause 3.4

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

Delegation by the Engineer

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

Sub-Clause 3.6

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

Replacement of the Engineer

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

Sub-Clause 4.1

Contractor's General Obligations

The following is inserted after the paragraph “The Contractor shall 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 and approval, 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 and the Contractor's Code of Conduct shall be included as 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*].

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 shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.

The ES Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.”

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

Sub-Clause 4.2.2
Claims under the
Performance Security

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

Sub-Clause 4.2.3
Return of Performance
Security

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

Sub-Clause 4.3
Contractor’s
Representative

The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

Sub-Clause 4.7
Setting out

In the second bullet-point of sub-paragraph (b) of Sub-Clause 4.7.3:

before “if the items of reference”, add: “when examining the items of reference within the period stated in sub-paragraph (a) of Sub-Clause 4.7.2” on the second and third lines, delete “and the contractor’s Notice is given after the period stated in sub-paragraph (a) of Sub-Clause 4.7.2”.

Sub-Clause 4.8
Health and Safety
Obligations

The second paragraph is 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) The procedure and protocols also include additional preparations and arrangements i.e. preventive measures to minimize risk of spreading of COVID-19 at the silo site and measures during COVID-19 outbreak (E & S Specification includes detailed procedure and protocols);
 - (iii) details of the training to be provided, records to be kept;
 - (iv) 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);
 - (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
 - (vi) 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;

- (vii) 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 4.18
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 is added at the end of the Sub-Clause:

“In addition to the reporting requirement of this subparagraph (g) of Sub-Clause 4.20 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have

a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; 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 Sub-Clause.

Sub-Clause 4.21
Security of the Site

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

“Sub-Clause 4.21 Security of the Site

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

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

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

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are

properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

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

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

Sub-Clause 4.22
Contractor's Operations
on Site

On the third line of the second paragraph before "4.17", "Sub-Clause" is added.

Sub-Clause 4.24
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 that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.24 above.”

The following is added at the end of the last paragraph of Sub-Clause 5.1:

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [*After Termination*].

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

Sub-Clause 5.2.2
Objection to Nomination

In sub-paragraph (a), on the first line before “Subcontractor”, “nominated” is added.

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

“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 paragraph is added at the end of the Sub-Clause:

“The Contractor shall inform the Contractor’s Personnel about 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, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

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 6.7 Health and Safety of Personnel

In the second paragraph, "The Contractor" is replaced with:

"Except as otherwise stated in the Specification, the Contractor"

Sub-Clause 6.9 Contractor's Personnel

The Sub-Clause is replaced with:

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

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

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

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

Subject to the requirements in Sub-Clause 4.3 [*Contractor's Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any

violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

Sub-Clause 6.12

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

Key Personnel

"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

The following Sub-Clauses 6.13 to 6.26 are added after sub-clause 6.12

Sub-Clause 6.13

Foreign Personnel

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

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

Sub-Clause 6.14

Supply of Foodstuffs

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

Sub-Clause 6.15

Supply of Water

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

Sub-Clause 6.16

Measures against Insect and Pest Nuisance

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

- Sub-Clause 6.17**
Alcoholic Liquor or Drugs
- The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- Sub-Clause 6.18**
Arms and Ammunition
- The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- Sub-Clause 6.19**
Festivals and Religious Customs
- The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- Sub-Clause 6.20**
Funeral Arrangements
- The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- Sub-Clause 6.21**
Forced Labour
- The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- Sub-Clause 6.22**
Child Labour
- The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

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

Sub-Clause 6.23
Employment Records of
Workers

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

Sub-Clause 6.24
Workers' Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and

protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.25
Non-Discrimination and
Equal Opportunity

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

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

Sub-Clause 6.26
Contractor's Personnel
Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, 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 such project workers. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.27
Training of Contractor's Personnel

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training.

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 7.7
Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

Sub-Clause 8.1
Commencement of Work

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

"The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under

- (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP, Sub-Clause 4.8 on the health and safety manual and Sub-Clause 4.21 on the security management plan, 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;”

Sub-Clause 13.4
Provisional Sums

The following is inserted as the penultimate paragraph:

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

Sub-Clause 13.6
Adjustments for Changes
in Laws

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

“Notwithstanding the foregoing, the Contractor shall not be

entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

Sub-Clause 14.1
The Contract Price

[Note to the Employer: include one of the following two alternative texts as applicable]

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

[Alternative 1]

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”

[Alternative 2]

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the

residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”

Sub-Clause 14.2.1

**Advance Payment
Guarantee**

The first paragraph is replaced with:

“The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment, and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).”

Sub-Clause 14.3

**Application for Interim
Payment**

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

Sub-Clause 14.6.2

**Withholding (amounts in)
an IPC**

“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).”

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 14.12
Discharge**

On the seventh line of the first paragraph, “Sub-Clause 21.6 [*Arbitration*]” is replaced with: “Clause 21 [*Disputes and Arbitration*]’.

**Sub-Clause 14.15
Currencies of Payment**

Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.

**Sub-Clause 15.1
Notice to Correct**

“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 1.16 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**

On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.

[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 Employer's Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]

After the two instances of “Goods” in the last paragraph, the following is added: “, Employer's Equipment.”.

Sub-Clause 17.3

On the first line of the second paragraph, replace “notice” is

Intellectual and Industrial Property Rights	replaced with “a Notice”.
Sub-Clause 17.7	The following Sub-Clause is added as 17.7:
Use of Employer’s Accommodation/Facilities	“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the 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	Sub-paragraph (c) is substituted with:
Exceptional Events	“(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”
Sub-Clause 18.4	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	In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”.
Optional Termination	
Sub-Clause 19.1	The following paragraphs are added after the first:
General Requirements	“Wherever the Employer is the insuring Party, each insurance shall be affected 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	The following is inserted as the first sentence in Sub-Clause 19.2:
insurance to be provided	

by the Contractor	“The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”
Sub-Clause 19.2.1 The Works	On the last line of the second paragraph, “Clause 12 [<i>Tests after completion</i>]” is deleted.
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”
Sub-Clause 20.1 Claims	In a): “any additional payment” is replaced with “payment”.
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 Constitution of the DAAB	In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of Dispute Avoidance/ Adjudication Agreement.” After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”
Sub-Clause 21.2 Failure to Appoint DAAB Member (s)	For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”
Sub-Clause 21.6 Arbitration	In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:

“arbitration. Arbitration shall be conducted as follows:

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

Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement

Title

“General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced with “General Conditions of DAAB Agreement”.

1. Definitions

Sub-Clause 1.2: In both the first and third lines, “DAA Agreement” is replaced with “DAAB Agreement”.

Sub-Clause 1.3:

In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with:

“DAAB Agreement” is as defined under the Contract and is”.

In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement”.

In sub-paragraph (c)(ii), “chairman” is replaced with “chairperson”.

Sub-Clause 1.3 “DAAB Activities” is replaced with Sub-Clause 1.4 “DAAB Activities” and the subsequent Sub-Clauses under Clause 1 “Definitions” renumbered:

Sub-Clause 1.7 to 12: Replace all instances of “DAA Agreement” with “DAAB Agreement”.

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.

10. Resignation and Termination

In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAAB Agreement”.

Annex- DAAB Procedural Rules

Rule 4.2 On the fourth line, “chairman” is replaced with “chairperson”.

Rule 8.3 On the sixth line, “chairman” is replaced with “chairperson”.

Form of Dispute Avoidance/Adjudication Agreement

All instances of “DAA Agreement” are replaced with: “ DAAB Agreement”.

In C (b): “chairman” is replaced with “chairperson”.

Particular Conditions

Part C- Bank's Policy- Corrupt and Fraudulent Practices

(Text in this Particular Conditions - Part C shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁵ In pursuance of this policy, 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;¹⁶
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹⁷
 - (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;¹⁸
 - (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;¹⁹

¹⁵ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁶ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁷ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹⁸ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are plying to each other's bid prices or other conditions.

- (v) "obstructive practice" is:
- (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,²⁰ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²¹ sub-contractor,

¹⁹ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

²⁰ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²¹ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

- consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect 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.”

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The metrics that are required should be determined by the ES risks and impacts of the Works and not necessarily by the size of the Contract]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*

- i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
- ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. *worker accommodations:*
 - i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention, sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - i. Worker grievances;
 - ii. Community grievances
 - l. *Traffic, road safety and vehicles/equipment:*
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done):*
 - i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights

of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;

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.

Section X. Contract Forms

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Notification of Award

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 the Performance Security and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** included in Section X, Contract Forms, of the Bidding Documents

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (i) the Letter of Acceptance;
- (ii) the Letter of Bid;
- (iii) the addenda Nos _____ (if any);
- (iv) the Particular Conditions;
- (v) the General Conditions;
- (vi) Bill of quantity;
- (vii) the Specification;
- (viii) the Drawings; and
- (ix) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
 - i. the ES Management Strategies and Implementation Plans; and
 - ii. 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)

Beneficiary: _____

Date: _____

PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

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.

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.

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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."*

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.

Advance Payment Security

Demand Guarantee

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

Guarantor: _____

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:

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

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

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

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.*

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."*

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 thesecond half of the Retention Moneyorifthe amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,thedifference 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."