



BIDDING DOCUMENT
for
THE PROCUREMENT OF
Provincial and Local Roads Improvement Program
(PLRIP)

International Competitive Bidding (ICB)
(Two-envelope with Rated Criteria)

Provincial and Local Roads Improvement Program (PLRIP)
Provincial Project Management Unit (PPMU)
Janakpurdham, Dhanusha, Nepal

Issued on: ***August 20, 2026***

Invitation for Bids No.: 01-PPMU/PLRIP/083-84

ICB No.: 01

Contract Identification No.: PLRIP/M/BARA/W/ICB/UG/01/083-84

Invitation for Bids

Government of Madhesh Province
Ministry of Physical Infrastructure Development
Infrastructure Development Directorate
Provincial and Local Roads Improvement Program (PLRIP)
Provincial Project Management Unit (PPMU)
Janakpurdham, Dhanusha, Nepal

Request for Bids Works

(Two-envelope Bidding Process Without Prequalification)

Employer: *Provincial Project Management Unit (PPMU), Janakpurdham, Dhanusha, Nepal*

Project: *Provincial and Local Roads Improvement Program (PLRIP)*

Contract title: *Upgrading/Construction works of Kalaiya-Malahi Road (16.226Km) of Bara District*

Country: *Nepal*

Loan No. /Credit No. / Grant No.: *P171836 (Loan)*

RFB No: *PLRIP/M/BARA/W/ICB/UG/01/083-84*

Issued on: *August 20, 2026*

1. *The Government of Nepal [GoN] has received financing from the World Bank toward the cost of the Provincial and Local Roads Improvement Program (PLRIP) and intends to apply part of the proceeds toward payments under the contract for Upgrading works of **Kalaiya-Malahi Road (16.226Km) of Bara District**. For this contract the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.*
2. *The Provincial **Project Management Unit (PPMU), Janakpurdham, Dhanusha** invites sealed bids from eligible Bidders for the procurement of **Upgrading works of Kalaiya-Malahi Road (16.226Km) of Bara District**. **The construction period is Two (2) years**. The works consists of two phases: (a) **Phase: 1 Construction/ /Upgrading Works-** The Upgrading works of **Kalaiya-Malahi Road (16.226Km) of Bara District** consisting of the Site Clearance, Earthworks. flexible pavement construction, rigid pavement construction, Road safety and traffic management work, retaining structures, culverts, drain and bio-engineering works, etc., and (b) **Phase 2: Performance Based Maintenance Works for 5 years** (Maintenance works consisting of all activities to be carried out to achieve and keep the road assets as defined in the Technical Specifications) after completion of construction/ improvement/ upgrading works, under International Competitive Bidding – Single Stage Two Envelope Bidding procedures. Both phases will be awarded under this procurement but*

- phase 1 (upgrading works) will be fully funded by the World Bank whilst the phase 2 (maintenance works) will be funded by the government of Nepal.
3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulation for IPF Borrowers, 7th edition dated September 2025" ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations.
 4. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings shall apply for Rated Criteria (including technical and non-price factors): **60 %**. and for Bid cost: **40 %**.
 5. Interested eligible Bidders may obtain further information and inspect the bidding documents during the office hours (i.e., 9:00 to 17:00 hours) at the address given below or at the Website: <https://ppmu.madhesh.gov.np>
 6. A single-stage, two envelope RFB process will be used, and the Proposal will consist of (i) the Technical Part, without any reference to prices; and (ii) the Financial Part, as detailed in the RFB Document. The Bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application at the address below and upon payment of a nonrefundable fee **NRS 20,000.00 (In Words: Twenty Thousand Only)** or US\$150 . The method of payment will be direct deposit to the following account.

Information to deposit the cost of bidding document in Bank:
 Name of the Bank: **Rastriya Banijya Bank Ltd, Janakpur**
 Name of Office: **Provincial and Local Roads Improvement Program (PLRIP), Provincial Project Management Unit (PPMU), Janakpur, Dhanusha**
 Office Code no.: **3370017032**
 Office Account no.: **1000100200010000**
 Rajaswa (revenue) Shirshak no.: **14229**
 7. Bids, both Technical and Financial must be submitted in hard copy, at the address below by hand/courier on or before **12:00 hours (Nepal Standard Time) on October 6, 2026**. The outer Bid envelopes marked "ORIGINAL BID", and the inner envelopes marked "TECHNICAL PART" will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on **Project Management Unit (PPMU), Janakpur, Dhanusha, 13:00 hours (Nepal Standard Time) on October 6, 2026**. All envelopes marked "FINANCIAL PART" shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.
 8. Late Bids will be rejected. The "TECHNICAL PART" of the bid will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below immediately after bid submission deadline on **October 6, 2026**. at **13:00** hrs. "FINANCIAL PART" of the bid shall remain unopened until the second public Bid opening, notified after completion of evaluation of Technical Part of the bid.
 9. All Bids must be accompanied by a: (i) "Bid Security" of US\$ **200,000.00** or NPR **30,800,000.00**, (ii) Local Labour Method Statement and (iii) Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration. Bids must be valid until **January 4, 2027**.

Bids must be accompanied by a original copy of the bid security which shall be valid until **February 3, 2027.**

10. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
11. The address (es) referred to above is :

Project Director

Provincial and Local Roads Improvement Program (PLRIP)]

Provincial Project Management Unit (PPMU), Janakpurdham , Dhanusha.

(Beside the office of District Coordination Committee Janakpurdham , Dhanusha.)

Contact No: +977- 9854029667.

Website: <https://ppmu.madhesh.gov.np/>



Request for Bids Works

Procurement of: Upgrading works of *Kalaiya-Malahi Road (16.226Km)* of *Bara District*

Employer: Provincial Project Management Unit (PPMU), Janakpurdham, Dhanusha, Nepal

Project: Provincial and Local Roads Improvement Program (PLRIP)

Contract title: Upgrading works of Kalaiya-Malahi Road (16.226Km) of Bara District

Country: Nepal

Loan No. /Credit No. / Grant No.: IDA Credit 7509-NP (CREDIT A) and IDA Credit 7510-NP (CREDIT B)

RFB No: PLRIP/M/BARA/W/ICB/UG/01/083-84

Issued on: August 20, 2026.

Standard Procurement Document

Table of Contents

PART 1 – Bidding Procedures.....	3
Section I - Instructions to Bidders	7
Section II - Bid Data Sheet (BDS).....	39
Section III - Evaluation and Qualification Criteria (<i>Without Prequalification</i>)	53
Section IV - Bidding Forms.....	71
Section V - Eligible Countries	171
Section VI - Fraud and Corruption	173
PART 2 –Works’ Requirements.....	177
Section VII - Works’ Requirements	179
PART 3 – Conditions of Contract and Contract Forms	233
Section VIII - General Conditions (GC).....	234
Section IX - Particular Conditions.....	235
Section X - Contract Forms	291

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

Contents

A.	General.....	7
1.	Scope of Bid.....	7
2.	Source of Funds	8
3.	Fraud and Corruption.....	8
4.	Eligible Bidders	9
5.	Eligible Materials, Equipment, and Services.....	11
B.	Contents of Bidding Document.....	12
6.	Sections of Bidding Document.....	12
7.	Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	12
8.	Amendment of Bidding Document.....	14
C.	Preparation of Bids.....	14
9.	Cost of Bidding.....	14
10.	Language of Bid.....	14
11.	Documents Comprising the Bid.....	15
12.	Letters of Bid and Schedules	16
13.	Alternative Bids	16
14.	Bid Prices and Discounts	17
15.	Currencies of Bid and Payment	18
16.	Technical Proposal.....	18
17.	Documents Establishing the Eligibility and Qualifications of the Bidder.....	19
18.	Period of Validity of Bids.....	20
19.	Bid Security	21
20.	Format and Signing of Bid.....	22
D.	Submission of Bids	23
21.	Sealing and Marking of Bids	23
22.	Deadline for Submission of Bids	24
23.	Late Bids	24
24.	Withdrawal, Substitution, and Modification of Bids	25

E.	Public Opening of Technical Parts of Bids	25
25.	Public Bid Opening of Technical Parts of Bids	25
F.	Evaluation of Bids- General Provisions	27
26.	Confidentiality	27
27.	Clarification of Bids.....	27
28.	Deviations, Reservations, and Omissions	28
29.	Nonmaterial Nonconformities	28
G.	Evaluation of Technical Part of Bids	28
30.	Determination of Responsiveness of Technical Part	28
31.	Eligibility and Qualifications of the Bidder.....	29
32.	Detailed Evaluation of Technical Part	29
H.	Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	30
33.	Notification of Evaluation of Technical Parts and Public Opening of Financial Parts.....	30
I.	Evaluation of Financial Part of Bids	32
34.	Adjustments for Nonmaterial Nonconformities.....	32
35.	Correction of Arithmetic Errors.....	32
36.	Conversion to Single Currency and Margin of Preference	32
37.	Evaluation Process, Financial Parts	33
38.	Abnormally Low Bids.....	34
39.	Unbalanced or Front Loaded Bids	34
J.	Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award.....	34
40.	Evaluation of combined Technical and Financial Parts.....	34
41.	Most Advantageous Bid.....	35
42.	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	35
43.	Standstill Period.....	35
44.	Notification of Intention to Award	35
K.	Award of Contract	36
45.	Award Criteria	36
46.	Notification of Award	36
47.	Debriefing by the Employer.....	37

Section I - Instructions to Bidders

A. General

1. Scope of Bid

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

Throughout this bidding document:

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

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

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

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

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

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

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

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

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

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

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

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.

3.1 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

3.2

4.1

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

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner

acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.

- 4.7 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
- 4.8 goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

- 4.9 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that
- 4.10 afforded the firm adequate due process.

This bidding is open only to prequalified Bidders unless specified in the **BDS**.

5. Eligible Materials, Equipment, and Services

- 4.11 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
- 5.1 request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

6.1 PART 1 Bidding Procedures

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

PART 2 Works Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

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

The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer or the Notice of Request for Bids (RFB) issued by the Employer to the prequalified Bidders are not part of the Bidding document.

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

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

7. Clarification of Bidding Document,

- 6.4 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's

Site Visit, Pre-Bid Meeting

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

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so, specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

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

8. Amendment of Bidding Document

At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.

- 8.1 Any addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.2

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.

8.3

C. Preparation of Bids

9. Cost of Bidding

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

- 9.1 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.
- 10.1

11. Documents Comprising the Bid

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

The Technical Part shall contain the following:

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

The Financial Part shall contain the following:

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

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

11.4

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

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

- 11.6 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

12. Letters of Bid and Schedules

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

13. Alternative Bids

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

- 13.1 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

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

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

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.

13.4

14. Bid Prices and Discounts

The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part and in the Bill of Quantities shall conform to the requirements specified below.

- 14.1 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
- 14.2 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.

The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

- 14.3 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.
- 14.4 Unless otherwise specified **in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
- 14.5 In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

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

14.6

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

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

15. Currencies of Bid and Payment

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

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

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

16. Technical Proposal

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

Unless otherwise specified **in the BDS**, the Bidder shall: (i) allocate not less than 30% of the total labour cost under the contract to the employment of local labour¹; and (ii) submit the Local Labour Method Statement.

- 16.2

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

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

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

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

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

- 17.4 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

Subcontractors

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

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

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

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

18. Period of Validity of Bids

17.8

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.

18.1

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.

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:

18.3

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

19. Bid Security

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

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

19.2 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:

- 19.3
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding, or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified **in the BDS**,

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

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

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**

19.5

BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 49.

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

The Bid Security may be forfeited:

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

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

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

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

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

20. Format and Signing of Bid

The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.

20.1

Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

- 20.2 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.

20.5

D. Submission of Bids

21. Sealing and Marking of Bids

21.1

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

21.2

If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked

“ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

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

21.3 All inner and outer envelopes shall:

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

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

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

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

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

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

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

24.3

E. Public Opening of Technical Parts of Bids

25. Public Bid Opening of Technical Parts of Bids

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

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

25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted

unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

- 25.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “SECOND ENVELOPE: Financial PART” shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.

- 25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

- 25.7 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:

- 25.8 (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART”;
- (c) if applicable, any alternative Bid- Technical Part;
- (d) the presence or absence of a Bid Security if one was required.

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

- 25.9

effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids- General Provisions

26. Confidentiality

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

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

- 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

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

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.

27.2

28. Deviations, Reservations, and Omissions

During the evaluation of Bids, the following definitions apply:

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

29. Nonmaterial Nonconformities

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

- 29.1 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
- 29.2 documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

G. Evaluation of Technical Part of Bids

30. Determination of Responsiveness of Technical Part

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

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

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

Bidder's obligations under the proposed Contract;
or

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

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

30.3

31. Eligibility and Qualifications of the Bidder

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

31.1

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

31.2

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

31.3

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

32. Detailed Evaluation of Technical Part

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

31.4

32.1

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

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

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

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

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
- (c) notify them of the date, time, and location of the public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.

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

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;
- (b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and
- (c) notify them of the date, time, and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” as specified **in the BDS**.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial

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

33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.

The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.

33.6 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder whose Financial Part was opened;
- 33.7 (b) the Bid price, per lot (contract) if applicable, including any discounts; and
- (c) if applicable, any Alternative Bid – Financial Part.

33.8 The Bidders whose envelopes marked "SECOND ENVELOPE: FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Part of Bids

34. Adjustments for Nonmaterial Nonconformities

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

35. Correction of Arithmetic Errors

- 35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:
- (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.

Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

36. Conversion to Single Currency and Margin of Preference

- 35.2 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 36.1

Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders² shall not apply.

37. Evaluation Process, Financial Parts

36.2 To evaluate the Financial Part, the Employer shall consider the following:

37.1 the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork³ items, where priced competitively;

(a) price adjustment for correction of arithmetic errors in accordance with ITB 35;

price adjustment due to discounts offered in accordance with ITB 14.4;

(b) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with

(c) ITB 36.1;

(d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34;

and the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

37.2 (e) If price adjustment is allowed in accordance with ITB 14.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

37.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the**

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

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

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

38. Abnormally Low Bids

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

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

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

39. Unbalanced or Front Loaded Bids

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

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

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

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

40. Evaluation of combined Technical and Financial Parts

40.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors

and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).

41. Most Advantageous Bid

41.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

42. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

42.1 The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

43. Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

44. Notification of Intention to Award

44.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- 44.1 (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the total combined score of the successful Bid;
- (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period; and

- (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Award of Contract

45. Award Criteria

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

46. Notification of Award

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

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

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

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

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

46.4



47. Debriefing by the Employer

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

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

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

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

48. Signing of Contract

47.4 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership.

48.1 The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

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

49. Performance Security

48.2 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB

Section I – Instructions to Bidders (ITB)

39.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

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

50. Procurement Related Complaint

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

50.1

Section II - Bid Data Sheet (BDS)

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

[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process.]

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

A. General	
ITB 1.1	The reference number of the Request for Bids (RFB) is: PLRIP/M/BARA/W/ICB/UG/01/083-84 The Employer is: <i>Provincial Project Management Unit (PPMU), Janakpur, Dhanusha</i> The name of the RFB is: <i>Upgrading works of Kalaiya-Malahi Road (16.226Km) of Bara District</i> The number and identification of lots (contracts) comprising this RFB is: <i>One</i>
ITB 1.2	Electronic – Procurement System The Employer shall use the following electronic-procurement system to manage this Bidding process: <i>Not Applicable</i>
ITB 2.1	The Borrower is: Government of Nepal Loan or Financing Agreement amount: <i>100 Million USD [IDA Credit 7509-NP (CREDIT A) and IDA Credit 7510-NP (CREDIT B)]</i> The name of the Project is: <i>Provincial and Local Roads Improvement Program (PLRIP)</i>
ITB 4.1	Maximum number of members in the JV shall be: <i>Three (3)</i>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
ITB 4.11	This Bidding Process <i>"is not"</i> subject to prequalification.
B. Contents of Bidding Document	

ITB 7.1	For Clarification of Bid purposes only, the Employer's address is: Attention: Provincial and Local Roads Improvement Program (PLRIP) Provincial Project Management Unit (PPMU) Address: Madhesh Province, Janakpur, Dhanusha City: <i>Janakpur</i> ZIP Code: <i>45600</i> Country: <i>Nepal</i> Telephone: <i>+977- 9854029667</i>. Facsimile number: Electronic mail address: <i>ppmu@madhesh.gov.np, plripmadhesh@gmail.com</i> Web page: <u>https://ppmu.madhesh.gov.np</u>
ITB 7.4	A Pre-Bid meeting “<i>shall</i>” take place at the following date, time, and place: Date: September 21, 2026 Time: 14:00 Hrs. Place: Provincial Project Management Unit (PPMU), Janakpur, Dhanusha. A site visit conducted by the Employer “<i>shall not be</i>” organized.
ITB 7.6	Web page: <u>https://ppmu.madhesh.gov.np/home/notice</u>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: “English” All correspondence exchange shall be in “English” language. Language for translation of supporting documents and printed literature is “English”
ITB 11.2 (h)	(a) Code of Conduct for Contractor's Personnel (ES) The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this

purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.

	(b) Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks <i>The Bidder shall submit</i> Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: • Contractor's Environmental and Social Management Plan (CESMP); • Traffic Management Plan to ensure safety of local communities from construction traffic and also allowing smooth vehicular movement without any interruption during active construction period; • Sexual Exploitation and Abuse (SEA) prevention and response action plan with dedicated mechanism to redress SEA/SH related grievances and concerns; • Spoil disposal management plan and stockpiling plan to minimize the impact during construction and rehabilitate landscape after construction; • Air and Noise Quality Management Plan to minimize vehicle emissions, manage fugitive dust, noise and vibration during construction; • Solid Waste Management Plan to manage solid wastes (including hazardous wastes) during road construction and operations; • Effluent Management and Discharge Management Plant especially from Batching Plant, Labour Camp and Kitchen, Warehouse/Workshops and Garage etc. meeting the National Effluent Discharge Standard and Good International Industry Practice (GIIP) such as World Bank Group's Environmental Health and Safety Guidelines; • Plan for Quarrying of materials & their operation, restoration • Burrow pit operation and management plan; • Site specific ESMPs for crusher and asphalt plant • Occupational Health and Safety Plan; • Labor Management Plan (including GRM for workers) • Workers Camp Facilities and Camp Management Plan; • Community Health and Safety Management Plan; • Emergency preparedness plan including accident and incident reporting and management plan • Chance Finds Procedure (as per Sub-Clause 4.23) • Biodiversity Protection/ Management Plan © other necessary documents required as per ITB clauses.
11.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: None
ITB 11.6	The following text is added at the end of ITB 11.6:

	i) Joint Venture Agreement shall nominate a lead member who will lead and bind the joint venture agreement and will have the authority to conduct all business for and on behalf of any and all members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution, ii) Lead member shall have lead/ principal share in the joint venture, iii) The Joint Venture Agreement should specify the scope and part of the contract to be carried out by each Joint Venture member. The assigned scope and parts of contract should correspond to the members' respective experience and capacity to implement them; and The Joint Venture agreement includes the clause: "Joint and Several Liability: All members of the joint venture (JV) shall be jointly and severally liable to the Employer for the execution of the entire Contract. The JV leader shall have the authority to bind the JV. Neither the composition, the constitution, and the legal status nor the scope and parts of the Contract to be carried out by each member, as specified in the Joint Venture Agreement, shall be altered without the prior consent of the Employer. Such consent shall not relieve any altered JV from the joint and several liability to the Employer for the execution of the entire Contract."
ITB 13.1	Alternative Bids <i>"shall not be"</i> considered.
ITB 13.2	Alternative times for completion <i>"shall not be"</i> permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: <i>Not applicable</i>
ITB 14.5	The prices quoted by the Bidder shall be: <i>"subject to adjustment"</i>
ITB 15.1	The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative A as described below: Alternative A (Bidders to quote entirely in local currency): (a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <i>Nepalese Rupees</i> and further referred to as "the local currency". A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies. (b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C and shall apply

	for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.
ITB 16.2	ITB 16.2: <i>“applies”</i> .
ITB 17.5	At this time the Employer <i>“does not intend”</i> to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 17.6	(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 25 % of the total contract amount . (b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
ITB 17.7	<i>Not applicable</i>
ITB 18.1	<i>The Bid shall be valid until: January 4, 2027</i>
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): _ Not Applicable
ITB 19.1	A Bid Security <i>“shall be”</i> required. A Bid-Securing Declaration _ <i>“shall not be”</i> required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be US\$200,000.00 only or NPR 30,800,000.00
ITB 19.3	Bidders shall not have the option of submitting bids electronically.
ITB 19.3(a)	Bid Security shall be in the form of an unconditional and irrevocable guarantee issued by a bank as per the form provided in Section IV Bidding Forms, Form of Bid Security – Demand Guarantee.
ITB 19.3(d)	Other types of acceptable securities: None
ITB 19.9	<i>Not Applicable</i>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:

	a. The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and b. In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, during contract execution in the event the JV is awarded the Contract.
D. Submission of Bids	
ITB 21.1	In addition to the original of the Bid, the number of copies is: <u>One copy (hard copy submission only)</u>. The following text is added at the end of ITB 21.1: Bidders shall have the option of submitting their Bids: in hard copy, submitted by hand/in person or delivered by courier only;
ITB 22.1	For Bid submission purposes only, the Employer's address is: Attention: <i>Provincial and Local Roads Improvement Program (PLRIP)</i> <i>Provincial Project Management Unit (PPMU)</i> Street Address: <i>Madhesh Province, Janakpur, Dhanusha</i> City: <i>Janakpur</i> Country: Nepal. The deadline for Bid submission is: Date: <i>October 6, 2026</i> Time: <i>12:00 hours</i> (Nepal Standard Time)
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The Bid opening shall take place at: <i>Provincial and Local Roads Improvement Program (PLRIP)</i> <i>Provincial Project Management Unit (PPMU), Janakpur, Dhanusha</i> City: <i>Janakpur</i>, Country: <i>Nepal</i> Date: <i>October 6, 2026</i> Time: <i>13:00 hours</i> (Nepal Standard Time)
ITB 25.1	The electronic Bid opening procedures shall be: Not Applicable
ITB 25.6	The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” “shall” be initialed by representatives of the Employer conducting Bid opening.

G. Evaluation of Technical Part of Bids

ITB 32.2

The weighting to be given for Rated Criteria (including technical and non-price factors) is: **60 %**

The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight in % are: **100**

Technical Factor	weight in percentage (insert weight in %)
1. Construction Methodology: Description of construction methodology/ technology / innovation for key construction activities including methodology to address the risks and challenges identified at site/sustainability (Earthworks, Retaining Structures, Bridges, Drainage/Cross Drainage Works, and Pavement Works (flexible/rigid) including Sub-grade, Sub-base, WMM, DBM & BC, Geotechnical investigations, various stages of Bridge Construction etc.), Road Safety and 5 year Post Construction Maintenance.	40
2. Quality Assurance Plan and Procedures: Detail description of methodology for Quality Assurance and procedure (Material, Quarry Site, Processing and Testing, Storing, Transportation, Laying, etc.) including Survey and Setting out, maintaining line and level for each construction activity.	15
3. Work Schedule and Resource Planning: (a) Work Schedule: Detail description of work schedule that is realistic with identification of critical path activities, sequencing order of carrying out the works including the timing of each stage, resource deployment, etc. to accomplish the task within allocated time frame. The Programming software proposed will also be evaluated. (as a minimum it is expected the critical path of the project is detailed with approximate time scales for each activity) (b) Resource Planning: Overall resource planning (Human resource/Key personnel, Materials	25

	Resources and Plant and Equipment Resources available for the phase 1 and phase 2 of the contract) in sequential order of all activities described in above heading presented in Network Diagram/ Critical Path Method.	
	4. Management strategies and implementation plans (MSIPs) for Environmental and Social Management: This should include: a. General: organizational structure, quality of proposed E&S team, monitoring, reporting and assurance; b. Environment: key risks and mitigation measures including (but not limited to) dust, noise, erosion and sedimentation control, water management (including pollution prevention), materials sourcing, waste management (including spoil), WASH provisions, etc.; c. Social: Methodology and approach for managing social risks, including labour recruitment and working conditions, employing more female workers, influx management, prevention of child/forced labour, GBV (SEA/SH) prevention and response, stakeholder engagement, grievance redress. etc.	10
	5. MSIPs regarding Occupational and Community Health and Safety (OHS/CHS): This should include, as a minimum: a. Company health and safety policies and procedures and organizational structure; b. Code of conduct; c. Overview of OHS/CHS risks, impacts, and mitigation measures with a focus on high hazard activities, equipment provision (such as barrier types, PPE, etc.), diversions; d. Emergency response (including first aid and fire protection provisions at camps, office, and work areas); e. labor camp management standards for all categories of workers, workers' GRM, health, safety, and security measures for project-affected communities (e.g., noise, dust, traffic, communicable diseases, etc.).	10
	Total	100
	Minimum Technical Score to Pass (to qualify for opening of Financial Part of the Bid): 50 %	

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

ITB 33.5	The Letter of Bid – Financial Part and Price Schedules shall be initialed by all representatives of the Employer conducting Bid opening, and Bidders' representatives: The Financial Bid opening shall take place at : Address : <i>Provincial and Local Roads Improvement Program (PLRIP)</i> <i>Provincial Project Management Unit (PPMU)</i> <i>Janakpurdham , Dhanusha.</i> <i>(Beside the office of District Coordination Committee, Dhanusha)</i>
-----------------	---

I. Evaluation of Financial Part of Bids

ITB 36.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <i>Nepalese Rupees</i> The source of exchange rate shall be: <i>Nepal Rastra Bank – Selling Rate.</i> The date for the exchange rate shall be: <i>28 days prior to the deadline for submission of the Bids.</i> The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative A that follows: <i>Alternative A: Bidders quote entirely in local currency</i> For comparison of Bids, the Bid Price, corrected pursuant to ITB 35, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Bidder in accordance with ITB 15.1. In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.
ITB 36.2	A margin of domestic preference <i>“shall not”</i> apply.

J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid

ITB 40.1	The weight to be given for cost is: <i>40%</i> .
K. Award of Contract	
ITB 49.1 and 49.2	“Environment and Social Performance Security: Not Applicable”
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers (Annex III)</u>.” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: For the attention: Mr. <i>Dipendra Kumar Chaudhary</i> Title/position: <i>Project Director</i> Employer: <i>Provincial and Local Roads Improvement Program (PLRIP)</i> <i>Provincial Project Management Unit (PPMU)</i> Email address: <i>plripmadhesh@gmail.com</i> A copy of the complaint can be sent for the Bank’s information and monitoring to: <u>pprourementcomplaints@worldbank.org</u> In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; 2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and 3. the Employer’s decision to award the contract.

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

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

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

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

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

Evaluation of Bids

1. Qualification

1.1 Update of Information

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

1.2 Subcontractors

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

1.3 Financial Resources

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

1.4 Contractor's Representative and Key Personnel

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

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

As a minimum, the Bidder shall provide details of the contractors Representative and Key Personnel listed in the following Table:

Item No	Position/Specialization on	Require Number	Relevant academic qualifications	Minimum years of General Experience	Minimum years of relevant work experience
1	Contractor's Representative	1 (One)	Bachelor's degree in any discipline	15 Year	10 years of experience in road construction or road rehabilitation. Fluency in both written and spoken English. The Contractor's representative shall be a full-time employee of the Bidder (in the case of joint ventures, of the Lead Member) for at least 1 year prior to the date of the bid submission deadline.
2	Highway Engineer	2 (Two)	Bachelor's degree in civil engineering/Highway Engineering or equivalent	10 Year	7 years of experience in road construction or road rehabilitation. Fluency in both written and spoken English.
3	Pavement Engineer	1 (One)	Bachelor's degree in civil engineering/Highway Engineering or equivalent	10 Year	7 years of experience in road pavement construction or road pavement rehabilitation. Fluency in both written and spoken English.
4	Structure Engineer / Geotechnical Engineer	1 (One)	Bachelor's degree in civil engineering/Bridge Engineering or equivalent	10 Year	7 years of experience as a Bridge/Structure Engineer/Geotechnical Engineer on road projects. Fluency in both written and spoken English.
5	Material/Quality Control Engineer	2 (Two)	Bachelor's degree in civil engineering	7 Year	5 years of experience as a material engineer/Quality Control Engineer in road

Section III – Evaluation and Qualification Criteria

56

					construction or road rehabilitation, or road maintenance. Fluency in both written and spoken English.
6	Environmental Specialist	1 (One)	Bachelor's degree in environmental science/ environmental engineering/ environmental management, or other environmental-related degrees.	7 Year	5 years' experience working in environmental risk and impact assessment and management, including ESMP in the capacity of Environmental Specialist on infrastructure construction projects. Fluency in the written and spoken English language.
7	Operational, Health and Safety Specialist	2 (Two)	Bachelor's degree in a relevant subject	7 Year	5 years of experience working in operational, health, and safety risk and impact assessment and management, including preparation and implementation of Contractor's Occupational Health and Safety Plans for infrastructure construction projects. Fluency in the written and spoken English language.
8	Social/GBV/SEA/SH Prevention Specialist	1 (One)	Bachelor's Degree in a relevant social subject.	7 Year	5 years of experience working in social risk (including resettlement-related issues) and impact assessment and management, including preparation and implementation of C-ESMP in the capacity of Social and Resettlement Specialist on infrastructure construction projects, and also in GBV/SEA/SH risk and impact assessment and management. Fluency in the written and spoken English language shall be required.

1.5 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Pneumatic Rollers (> 8 Ton)	2
2	Concrete Batch Plants (> 50 m ³ /hour)	2
3	Concrete Mixer Trucks: (> 5 m ³)	2
4	Asphalt Plants (> 90 tonne/hour)	1
5	Asphalt Pavers with Electronic Sensor (> 3.0 m)	1
6	Crusher Plant	1
7	Graders	2
8	Vibratory Rollers (> 8 Ton)	2

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

2. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal with the Requirements in accordance with ITB 32.1 and further detailed in Qualification table A hereunder.

If these requirements are not fulfilled, a technical bid may be declared inadequate and rejected.

The Rated Criteria (including technical and non-price factors, and sub factors if any) to be evaluated and the scores to be given to each factor and sub factor are specified in the BDS ITB 32.2.

Technical Proposal Scoring Methodology

Score (of the total score for the factor/subfactor as applicable)	Description	Remarks
0	Required feature is absent; no relevant information to demonstrate how the requirement is met	Not acceptable
1	Required features present with deficiencies such as insufficient or information that lacks clarity	Poor and deficiencies can't be acceptable
2	Sufficient information to demonstrate how the requirement will be met	Satisfactory
3	Sufficient information to demonstrate that the requirement will be marginally exceeded	Good
4	Sufficient information that significantly exceeds the requirement/proposal contributes to significant value addition	Excellent

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

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

where:

t_{ji} = the technical score for sub- factor “i” in factor “j”,

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”, and

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

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

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

where:

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

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

n = the number of Factors, and

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

Alternative Technical Solutions for specified parts of the Works

If permitted under ITB 13.4, will be evaluated as follows: *Not Applicable*

.....

3. Financial Evaluation

Margin of Preference: *Not Applicable*

Criteria for Financial Evaluation

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

Time Schedule: *Not Applicable*

Life Cycle Costs: *Not Applicable*

Sustainable Procurement: *Not Applicable*

4. Combined Evaluation

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

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

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

Where:

C = Evaluated Bid Cost

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

T = the total Technical Score awarded to the Bid

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

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

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

5. Multiple Contracts: *Not Applicable*

Section III - Evaluation and Qualification Criteria

A. Qualification

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

Section III – Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since <i>1st January 2021</i>	Must meet requirement	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder’s financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

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

² This requirement also applies to contracts executed by the Bidder as JV member.

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since <i>1st January 2021</i>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
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. ⁴	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject	Must meet	N/A	Must meet	N/A	Letter of Bid,

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

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

Section III – Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		to disqualification by the Bank for non-compliance with SEA/SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	requirement (including each subcontractor proposed by the Bidder)		requirement (including each subcontractor proposed by the Bidder)		Form CON-4
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD \$ 2 million. For the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet requirement	Must meet 25 %, [Twenty Five percent] of the requirement	Must meet 40 %, [Forty percent] of the requirement	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 <i>years</i> shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement Must meet requirement	Must meet requirement N/A	N/A Must meet requirement	N/A N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of US\$ 8 <i>million</i> calculated as total certified payments received for contracts in progress and/or completed within the last 3 <i>years</i> , divided by 3 <i>years</i>	Must meet requirement	Must meet requirement	Must meet [25] %, of the requirement	Must meet [40] %, of the requirement	Form FIN – 3.2

4. Experience

Section III – Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management contractor for at least the last 10 years, starting 1st January, 2016	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of 1 (One) similar contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or Subcontractor between 1st January, 2019 and bid submission deadline: (i) 1 (One) Bituminous Road contract, of minimum value of; USD \$ 8 million	Must meet requirement	Must meet requirement ⁷	Must have completed minimum 1(one) similar contract specified in the requirement with value of US\$.0.95 million	Must meet the Minimum of one (1) similar contract specified in the requirement.	Form EXP 4.2(a)

⁵ Substantial completion shall be based on 80% or more works completed under the contract.

⁶ For contracts under which the Bidder participated as a joint venture member or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement

⁷ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2019 and Application submission deadline, a minimum construction experience in the following key activities successfully completed⁸: i. Annual Production rate of Asphalt concrete works of: 2100 Cubic meter per Year completed in any one year between 1st January 2019 to application submission deadline. Note: When there is no evidence of specific period of execution in any contract, a. Asphalt concrete (AC) work	Must meet requirements	Must meet requirements	Must meet at least 10% of requirement of the key activities	Must meet at least 40 % of the requirement of the key activities	Form EXP – 4.2 (b)

⁸ 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.

Section III – Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		<i>including open, medium and dense graded bituminous macadam executed in each contract shall be considered completed over the entire contract period and average annual quantity of the AC work completed shall be calculated accordingly.</i> <i>When evidence of period of execution of such activity is produced, the quantity of the AC executed in one year will be determined accordingly. Contract execution period less than one year shall also be considered as one year. The rate of production shall be the annual production rate (in any consecutive 12 months period within the specified period shall be considered) for the key construction activity (or activities).</i>					
4.2 (c)	Specific Experience in managing ES aspects [add, if applicable: “and any	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor	Must meet requirements	Must meet requirement	“N/A”	N/A	Form EXP – 4.2 (c)

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
	<i>additional sustainable procurement aspects”]</i>	between <i>1st January 2019</i> and bid submission deadline, experience in managing the following ES risks and impacts and any additional sustainable procurement aspects: <i>Developed and implemented (50% of Works) and/or completed ESMP (C-ESMP) on road construction/improvement contracts of contract value USD 3.32 million or more. For contracts under which the bidder’s participated as a joint venture member or sub-contractor, only the bidder’s share, by value, and role and responsibilities shall be considered to meet this requirement.</i>					

Section IV - Bidding Forms

Table of Forms

Letter of Bid- Technical Part.....	73
Appendix to Technical Part of Bid.....	76
Technical Proposal.....	77
Site Organization	78
Method Statement.....	79
Sustainable Procurement Proposal.....	80
Mobilization Schedule	81
Construction Schedule	82
ES Management Strategies and Implementation Plans (ES-MSIP)	83
Code of Conduct for Contractor's Personnel (ES) Form.....	84
Form EQU: Contractor's Equipment.....	88
Subcontractors.....	89
Form PER -1: Contractor's Representative and Key Personnel Schedule	90
Form PER-2: Resume and Declaration Contractor's Representative and Key Personnel.....	92
Local Labour Method Statement	94
Bidder's Qualification without prequalification	95
Form ELI -1.1: Bidder Information Form.....	96
Form ELI -1.2: Bidder's JV Information Form (to be completed for each member of Bidder's JV).....	97
Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History.....	98
Form CON – 3: Environmental and Social Performance Declaration.....	100
Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration	102
Form FIN – 3.1: Financial Situation and Performance.....	104
Form FIN – 3.2: Average Annual Construction Turnover	106

Form FIN – 3.3: Financial Resources	107
Form FIN – 3.4: Current Contract Commitments / Works in Progress	108
Form EXP - 4.1: General Construction Experience.....	109
Form EXP - 4.2(a): Specific Construction and Contract Management Experience ..	110
Form EXP - 4.2(a) (cont.): Specific Construction and Contract Management Experience (cont.).....	111
Form EXP - 4.2(b): Construction Experience in Key Activities	112
Form EXP - 4.2(c): Specific Experience in Managing ES aspects.....	114
Form of Bid Security - Demand Guarantee	116
Form of Bid-Securing Declaration – NOT APPLICABLE....	Error! Bookmark not defined.
Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration.....	117
Letter of Bid - Financial Part.....	118
Appendix to Financial Part.....	120
Schedule of Cost Indexation	121
Table of Adjustment Data.....	123
Table A. Local Currency.....	123
Table B. Foreign Currency (FC).....	124
Table C. Summary of Payment Currencies.....	125
Sample Bill of Quantities.....	126
Bill No. 1: General Items	128
Bill No. 2: Earthworks	129
Bill No. 3: Culverts and Bridges.....	130
Schedule of Daywork Rates: 1. Labour	143
Schedule of Daywork Rates: 2. Materials.....	144
Schedule of Daywork Rates: 3. Contractor's Equipment	145
Daywork Summary	146
Summary of Specified Provisional Sums in the Bill of Quantities.....	147
Grand Summary	148
Please Refer the BOQ attached at the end of this document.....	150

Letter of Bid- Technical Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

In submitting our Bid, we make the following declarations:

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

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

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

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

(m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

(n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1.	
2.	
3.	

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

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

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

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

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

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

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

Appendix to Technical Part of Bid

Technical Proposal

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

[Note to the Bidder: In addition to providing method statement for construction activities (and design, if any), if the contract has been assessed to present potential or actual cyber security risks, include method statement, management strategies, implementation plans and innovations to manage cyber security risks. Similarly, if there are assessed supply chain risks, the method statement must include supply chain risk assessment and proposed management plan. Further, the Bidder shall provide its method statement for engaging local labour, in accordance with the Local Labour Method Statement included in this Section IV, Bidding Forms.]

Sustainable Procurement Proposal

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

Mobilization Schedule

[insert Mobilization Schedule]

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

Construction Schedule

[insert Construction Schedule]

The construction schedule shall include the following key milestones:

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

ES Management Strategies and Implementation Plans (ES-MSIP)

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

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

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

Note to the Bidder:

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

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

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

RAISING CONCERNS

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

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

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



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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

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

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

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

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

(2) Examples of sexual harassment in a work context

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

Form EQU: Contractor's Equipment

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

Subcontractors

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

Option 1- Without Prequalification

(a) Specialized Subcontractors

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

<i>No.</i>	<i>Part of the Works to be subcontracted</i>	<i>Specialized Subcontractor's name and address</i>	<i>Nationality</i>	<i>Specific Experience</i>
	<i>Not Applicable</i>			

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

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

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

[Note to Employer: The list of manpower shall be consistent with the manpower proposed in Section III – Evaluation and Qualification Criteria, 1.4 Contractor's Representative and Key Personnel]

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: Highway Engineer	
	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: Pavement Engineer	
	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>
4.	Title of position: Structure Engineer / Geotechnical Engineer	
	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>

Section IV - Bidding Forms

91

	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: Material/Quality Control Engineer	
	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: Environmental Specialist	
	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>
7.	Title of position: Operational, Health and Safety Specialist	
	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>
8.	Title of position: Social/GBV/SEA/SH Prevention Specialist	
	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	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	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:

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Local Labour Method Statement

This Method Statement demonstrates Bidder's approach and methodology to engaging local labour¹ during the execution of the contract in accordance with the requirement specified in ITB 16.2(ii).

In developing this Method Statement, the Bidder shall exercise its best efforts to present its approach and methodology for the engagement of local labour that the Bidder will be able to deliver during contract execution and comply with the requirement for allocating not less than 30% of total labour cost² to local labour. This Method Statement will be part of the contract and updated as appropriate during contract execution, subject to the Engineer's approval.

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

- The total number of labour employed by skill category, expressed as Full-time Equivalent (FTE)³ over the duration of the contract. Please use the formula below to calculate the FTE over the duration of the contract for each skill category⁴:

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

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

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

Notes for Bidders:

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

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

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

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



Bidder's Qualification without prequalification

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



Form ELI -1.1: Bidder Information Form

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.



Form ELI -1.2: Bidder's JV Information Form

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

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

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



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

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

Section IV - Bidding Forms

99

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

Form CON – 3: Environmental and Social Performance Declaration

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

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

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

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

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

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

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

Section IV - Bidding Forms

101

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

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

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

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

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

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

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

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

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

Section IV - Bidding Forms

103

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

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

*Refer to ITB 36.1 for the exchange rate

2. Sources of Finance

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

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

3. Financial documents

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

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

☐ Attached are copies of financial statements⁵ for the *three* years required above; and complying with the requirements

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

Form FIN – 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Form FIN – 3.3: Financial Resources

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

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

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

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

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



Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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



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

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

(Asphalt concrete)

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Subcontractor's Name⁶ (as per ITB 17): _____

RFB No. and title: _____

Page _____ of _____ pages

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

1. Key Activity No One: _____

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

⁶ If applicable

Section IV - Bidding Forms

113

	Information
Address: Telephone/fax number E-mail:	

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

2. Activity No. Two

3.

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

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US\$	
Details of relevant experience				

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

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

4. ...

Form of Bid Security - Demand Guarantee

Beneficiary: _____

Request for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

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

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

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

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

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

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

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

[signature(s)]



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

Date: _____

RFB No.: _____

Alternative No.: _____

Contract Title: _____

To:

We, the undersigned, declare that:

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

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

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

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

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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



Letter of Bid - Financial Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

(a) **Bid Validity:** Our Bid shall be valid until *[insert day, month, and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

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

Or

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

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

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



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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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



Appendix to Financial Part

Schedule of Cost Indexation

[Note to Employer: Schedule for Cost Indexation shall normally be applied for contracts where the specified Time for Completion exceeds 18 months. Contracts for shorter specified Time for Completion, where local or foreign inflation is expected to be high, shall also include Schedule for Cost Indexation as appropriate.]

*It is recommended that the Employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved. **When finalizing the contract document, ensure that the finalized Schedule of Cost Indexation is attached to the Contract Agreement.***

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

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

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

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

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

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

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



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

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

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

Table of Adjustment Data

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Range of weighing	Bidder's proposed weighting
A	Non adjustable	—	—	—	A: 0.15	0.15
B	Construction Labour	Nepal Rastra Bank (National Salary and Wage Rate Index - Construction Labour)	28 days prior to deadline of submission of bids		B: 0.05 - 0.10	
C	Construction Material	Nepal Rastra Bank (National Wholesale Price Index - Construction Material)	28 days prior to deadline of submission of bids		C: 0.60– 0.75	
D	Machinery and Equipment	Nepal Rastra Bank (National Wholesale Price Index - Machinery and Equipment)	28 days prior to deadline of submission of bids		D: 0.05 - 0.10	
Total						1.00

The Bidder will be required to specify a value within the range such that the total weighting = 1.00

[Note to Employer:

Ensure the source of index and range of weighing are updated]

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

State type: [If the Bidder is allowed to receive payment in foreign currencies this table shall be used. If Bidder wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Range of weighing	Bidder's proposed weighting *
A.	Nonadjustable	—	—	A.0.15		A:0.15 _	A:0.15 _
B.	Construction Labour		28 days prior to deadline of submission of bids			B: 0.05 - 0.10	B:
C.	Construction Material					C: 0.60– 0.75	C:
D	Machinery and Equipment					D: 0.05 - 0.10	D:
				Total			1.00

[*Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table C. Summary of Payment Currencies

Table: Alternative A

For [insert name of Section of the Works]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Total Bid Price				100.00
Provisional sums expressed in local currency	17,985,000.00		17,985,000.00	
TOTAL BID PRICE (including provisional sum)				



Sample Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor, and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, 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 measurement of completed work for payment shall be in accordance with ***“Standard Specifications for Road and Bridge Works-2073 (With 3rd Amendment 2082)”***



B. Work Items

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

- Bill No. 1— Site Clearance
- Bill No. 2— Earthworks
- Bill No. 3— Pavement layers
- Bill No. 4— Masonry and Gabion Works
- Bill No. 5— Plain and Reinforced Cement Concrete Works
- Bill No. 6— Hume-Pipe Works
- Bill No. 7— Bio-engineering Works
- Bill No. 8— Road Safety and Traffic Management Work
- Bill No. 9— Performance Based Maintenance Activities
- Bill No. 10— ESMP Guided Activities
- Bill No. 11— Dayworks
- Bill No. 12— General Works

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

[Note to the Employer: The tables in BOQ must be prepared in accordance with the currency alternative retained in BDS – ITB 15.1.]



Bill of Quantities

Bill No. 1: Site Clearance

[illegible]

Bill No. 2: Earthworks

[illegible]



Bill No. 3: Pavement layers

[illegible]

Bill No. 4: Masonry and Gabion Works

[illegible]



Bill No. 5: Plain and Reinforced Cement Concrete Works

[illegible]

Bill No. 6: Hume-Pipe Works

[illegible]



Bill No. 7: Bio-engineering Works

[illegible]

Bill No. 8: Road Safety and Traffic Management Work

[illegible]



Bill No. 9: Performance Based Maintenance Activities

[illegible]

Bill No. 10: ESMP Guided Activities

[illegible]



Bill No. 11: Dayworks

[illegible]

Bill No. 12: General Works

[illegible]



Daywork Schedule

General

1. Reference should be made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with *[country of Borrower]* law. The basic rates will be payable in local currency only.
 - (b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

Section IV. Bidding Forms

- (i) foreign: ____ percent (to be stated by bidder).¹
- (ii) local: ____ percent (to be stated by bidder).

[Note to the Employer:

This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor's overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.]

Daywork Materials

- 4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
 - (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.
 - (b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:
 - (i) foreign: ____ percent (to be stated by the bidder);²
 - (ii) local: ____ percent (to be stated by the bidder);
 - (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Daywork Contractor's Equipment

- 5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance,

¹ The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

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



repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. [**Note to the Employer:** *This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials.*] The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. [**Note to the Employer:** *An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.*]

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:
 - (a) foreign: _____ percent (to be stated by the bidder).³
 - (b) local: _____ percent (to be stated by the bidder).

³ The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.



Schedule of Daywork Rates: 2. Materials

[illegible]

a. To be entered by the Bidder.



Daywork Summary

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

a. The Employer should insert local currency unit.

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

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1			
2			
3			
4			
		[To be entered by the Employer] provisional sums for the Employer's portion of DAAB costs	
		[To be entered by the Employer; Delete if not applicable:] provisional sums for additional ES outcomes.	
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _)			



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>Specified Provisional Sums not included in subtotal of billsⁱⁱ</i>	<i>(C)</i>	<i>[sum]</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>[sum]</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

Bill of Quantities



Madhesh Province Government
 Ministry of Physical Infrastructure Development
 Infrastructure Development Directorate
Provincial and Local Road Improvement Program (PLRIP)
Provincial Project Management Unit (PPMU)
 Janakpur, Dhanusha, Nepal

BILL OF QUANTITIES

Name of the Road : Kalaiya -Malahi Road, Bara District

Chainage : 0+000 To 16+226

S. N	Pay Item No.	Specifications Reference	Item Description	Unit	Quantity	Unit Rate in Figures (NPR)	Unit Rate in Words (NPR)	Amount (NPR)
	1		Site Clearance					
1	1.1	DOR-201	Clearing and grubbing road land of all categories including removal of anthills, uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable material and stacking of serviceable material to be used or auctioned, up to a lead to Environmentally Safe Tipping Site including removal and disposal of top organic soil [Spec Cl no. 201].	Square meter	38,942.40			
2	1.2		Cutting of trees, including cutting of trunks, branches and removal of stumps, roots, stacking of serviceable material with all lifts, lead and earth filling in the depression/pit. Tree girths as follows: [Spec Cl no 201]:					



Section IV. Bidding Forms

151

	a	DOR-201	from 300 mm to 600 mm	Number	39.00			
	b	DOR-201	above 600 mm to 900 mm	Number	16.00			
	c	DOR-201	above 900 mm to 1800 mm	Number	19.00			
3	1.3		Dismantling of existing culverts, bridges, retaining walls and other structure; including use of scaffolding wherever necessary and for any lifts; sorting of the dismantled material, disposal of unserviceable material to environmentally safe tipping site and stacking of serviceable material. The dismantled structures comprising of the following: [Spec Cl no. 202]:					
	a	DOR-202	Brickwork	Cubic meter	544.90			
	d	DOR-202	Plain and reinforced cement concrete	Cubic meter	167.89			
	l	DOR-202	RCC pipe over 600 mm and up to 900 mm	meter	135.00			
			Sub-total of Site Clearance					



	2		Earthworks					-
4	2.1	DOR-905, 906	Roadway excavation by mechanical means in all types of soil and hard rock, as per Drawings and instruction of the Engineer for all lift and lead up to safe environmental tipping site including removal of stumps and other deleterious matter. [Spec Cl no.905, 906].	Cubic meter	3,161.03			
5	2.2	DOR-907	Excavation for foundation by mechanical means in all types of soil and hard rock, including shoring as per Drawings, removal of stumps and other deleterious matter, dewatering and instruction of the Engineer: for all lifts and disposal lead up to Safe Environmental tipping site. [Spec Cl no. 907].	Cubic meter	16,838.63			
6	2.6	DOR-909, 910	Providing, laying, spreading and compacting embankment with approved material as instructed by the Engineer and including cost of transportation. [Spec Cl no. 909, 910].	Cubic meter	194,255.10			
7	2.7	DOR-3110	Providing and filling with filter media composed of riverbed granular material or stone crushed aggregates to a thickness as per Drawings or as instructed by the Engineer, with smaller size towards the soil, behind retaining or other structures and compacted to a firm condition. [Spec Cl no. 3110].	Cubic meter	119.64			
8	2.8	DOR-908	Providing and filling with suitable local material to a thickness as per Drawings or as instructed by the Engineer, behind retaining or other structures and compacted as per specification [Spec Cl no. 908].	Cubic meter	3,720.36			

Section IV. Bidding Forms

9	2.9	DOR-1707	Providing and filling with sand to a thickness as per Drawings or as instructed by the Engineer, behind retaining or other structures and compacted as per specification. [Spec Cl no. 1707].	Cubic meter	48.04			
10	2.1	DOR-627, 2403,2404	Providing and laying of geotextile in subsurface drain, road embankment, behind structures, as per Drawings or as instructed by the Engineer. [Spec Cl no 627, 2404].	Square meter	4,529.91			
			Sub-total of Earthworks					
	3.0		Pavement layers					-
11	3.1	DOR-1003	Scarifying the existing road surface as instructed by the Engineer, disposal of unsuitable scarified material for all lifts and lead. [Spec Cl no. 1003].	Cubic meter	58,413.60			
12	3.2	DOR-1003, 1005	Preparation of subgrade by cutting or filling up to a depth of 500 mm to designed grade, line, level, super-elevation and camber including watering and compaction. [Spec Cl no.1003, 1005].	Square meter	175,666.51			
13	3.4	DOR-3111	Providing and laying of stone soling with 150 to 200 mm thick cobbles, hand packed on prepared surface as per Specifications, Drawings or as instructed by the Engineer. [Spec Cl no. 3111].	Cubic meter	1,283.54			



14	3.5 (a)	DOR-1201	Providing and laying of granular sub-base of Grading as per Standard Specifications, Drawings or as instructed by the Engineer, on prepared surface, mixing at OMC, and compacted to designed grade, line, level, super-elevation and camber.[Spec Cl no 1201].	Cubic meter	44,762.10			
15	3.5 (c)	DOR-905, 1201	Reuse of existing base & subbase as granular sub-base on prepared surface, mixing at OMC, and compacting to achieve the desired density all complete as per Drawing and Technical Specifications [Spec Cl no 905, 1201].	Cubic meter	8,383.15			
16	3.6	DOR-1204	Providing and laying Crusher Run Macadam base-course of Grading as per Standard Specifications, Drawings or as instructed by the Engineer, on prepared surface, spreading and mixing, watering and compacting to designed grade, line, level, super-elevation and camber. [Spec Cl no. 1204].	Cubic meter	18,031.64			
17	3.9	DOR-1302	Providing and applying MC 70 bitumen prime coat at spray rate as per Standrad Specifications, Drawings or as instructed by the Engineer, on prepared base-course including cleaning of road surface and spraying by mechanical means and use of sand blinder when required. [Spec Cl no. 1302].	Liter	103,037.96			
18	3.10	DOR-1302	Providing and applying approved viscosity grade bitumen (alternatively RC 70 cutback at sub-zero temperature) for tack coat at spray rate as per Standard Specifications, Drawings or as instructed by the Engineer, including cleaning of road surface and spraying by mechanical means. [Spec Cl no. 1302].	Liter	61,822.78			

Section IV. Bidding Forms

155

19	3.15	DOR-3202	Providing and laying of M30/20 concrete for rigid pavement including preparing the surface, side form work, mechanical vibration, drawing skid-resistant patterns on the surface, barricading and curing as specified in the Special Specifications, Drawings, or as instructed by the Engineer. [Spec Cl no. 3202].	Cubic meter	5,654.62			
20	3.16	DOR-3202, 2019	Providing expansion joint made out of dia 32mm MS dowels (500 mm long) a half length seethed in polyethylene pipe, including MS chairs, all complete as specified in the Special Specifications, Drawings, or as instructed by the Engineer [Spec Cl no. 3202, 2019].	Number	33,848.00			
21	3.17	DOR-1309	Providing and laying Bituminous concrete/ Asphalt concrete using crushed aggregates of specified grading, premixed with bituminous binder and filler as per Drawing and Technical Specifications [Spec Cl no. 1309].	Cubic meter	5,151.90			
22	3.18	DOR-1900	Providing and fixing in position 20 mm thick premoulded joint filler board in expansion joint for fixed ends of simply supported spans not exceeding 10 m to cater for a horizontal movement upto 20 mm, covered with joint sealant all complete as per Drawing and Technical Specifications or as instructed by the Engineer [Spec Cl no. 1900].	meter	5,404.00			
23	3.19	DOR-1900	Providing and filling joint sealing compound with coarse sand and 6 per cent bitumen by weight all complete as per Drawing and Technical Specifications or as instructed by the Engineer [Spec Cl no. 1900].	meter	3,194.00			



24	3.2	DOR-1900	Providing and fixing of Separation Membrane of impermeable plastic sheeting 125 micron thick as per Drawing and Technical Specifications.[Spec Cl no. 1900].	Square meter	25,552.00			
			Sub-total of Pavement Layers					
	4.0		Masonry and Gabion Works					-
25	4.1		Brick Masonry by providing and laying first-class brick to the required height, batter, and level as per Drawings or as instructed by the Engineer, in flush joint, including dewatering, scaffolding, curing, PVC weep-holes and other incidentals with the following mortar: [Spec Cl no. 2500].					
	b	DOR-2500	cement-sand mix of 7.5 N/sq.mm strength	Cubic meter	124.39			
26	4.2	DOR-2510	Pointing work with 5.0 N/sq.mm strength cement-sand mortar on masonry walls of all heights, batter, and level as per Drawings or as instructed by the Engineer, including dewatering, scaffolding, curing, all complete. [Spec Cl no. 2510].	Square meter	333.75			
27	4.3		Coursed rubble masonry by providing and laying to the required height, batter, and level as per Drawings or as instructed by the Engineer, in flush joint, including dewatering, scaffolding, curing, PVC weep-holes and other incidentals with the following cement-sand mortar mixes [Spec Cl no.2606].					

Section IV. Bidding Forms

157

	b	DOR-2606	cement-sand mix of 7.5 N/sq.mm strength	Cubic meter	5,273.30			
28	4.6	DOR-2402	Providing and laying of gabion structure from mechanically woven double twisted wire crates and mattresses of different sizes with diaphragm; made out of heavy-zinc coated dia 3 mm mesh-wire, 3.9 mm selvedge-wire, and 2.4 mm binding-wire woven to 100 mm x 120 mm hexagonal mesh; placing for all lifts including in water and at different batter; manually filling with boulders, weaving, all complete as per Drawings and as instructed by the Engineer. [Spec Cl no. 2402].	Cubic meter	6,182.68			
29	4.7	DOR 2510(4)	12.5mm thick cement sand plaster in (1:4) ratio on wall with good finish including supplying of approved quality of cement & sand, racking the joint, Chipping the concrete surface, wetting of surfaces & curing the work all complete as per the design, drawing and specification.. [Spec Cl no. 2510,(4)].	Square meter	1,300.76			
			Sub-total of Masonry and Gabion Works					
	5.0		Plain and Reinforced Cement Concrete Works					-
30	5.1		Providing and placing cement concrete for all lifts and necessary formwork, including in water and at different batter, as per Drawings, or as instructed by the Engineer; with mechanical mixing, use of approved admixtures, compaction, and curing all complete for the following concrete grades: [Spec Cl no. 2000].					



	a	DOR-2000	M 10/40	Cubic meter	526.30			
	b	DOR-2000	M 15/20	Cubic meter	2,968.26			
	c	DOR-2000	M 25/20	Cubic meter	5,219.37			
	d	DOR-2000	M 30/20	Cubic meter	490.50			
31	5.2	DOR-2014,2018, 2019	Providing different diameters of Fe 500 High Yielding Strength Deformed Steel reinforcement in Reinforcement Cement Concrete for all lifts; including, laying, cutting, bending, placing and binding as well as including chairs, concrete spacers and binding wire; as per Drawings or as instructed by the Engineer [Spec Cl no. -2014,2018, 2019].	Metric Ton	542.15			
32	5.5	SS DOR 1402	Providing and laying of precast / cast in situ 50 mm thick cement concrete slab footpath on 12 mm thick 1: 3 cement sand mortar over the prepared base, all complete as per Drawing and Technical Specifications. [SS 1402].	Square meter	1,601.25			

Section IV. Bidding Forms

33	5.6	SS DOR 1401	Providing and laying of M20 precast cement concrete Kerb 38 cm * 20 cm * 25 cm (H*B*L) with 12 mm thick 1:3 cement sand mortar bedding and joints including foundation excavation levelling but excluding foundation concrete for foundation or sand gravel material, all complete as per Drawing and Technical Specifications [Spec C1 no. 1401].	meter	1,067.50			
			Sub-total of Plain and Reinforced Cement Concrete					
	6.0		Hume-Pipe Works					-
34	6.1		Providing and laying Reinforced Cement Concrete collar-jointed pipe of Grade NP3 of following diameters for culverts including fixing with 7.5 N/sq.mm strength cement-sand mortar as specified in the Special Specifications, Drawings, or as instructed by the Engineer: [Spec C1 no.625, 701].					
	c	DOR-625, 701	900 mm	meter	150.00			
			Sub-total of Hume-pipe Works					



	7.0		Bio-engineering Works					-
35	7.3	DoR-2800	Providing and laying of turf by providing about 50 mm thick fine grass squares, dressing of slope, light mulching and watering, laying of grass squares, anchoring by live pegs, as per Drawings or as instructed by the Engineer, and light tamping [Spec Cl no. 2800].	Square meter	34,550.00			
36	7.7	DoR-2800	Providing and planting of rooted grass slips on slopes <45° including preparation of grass slips, preparing rows of 50 mm deep planting holes at spacing of 100 mm in row and 250 mm spacing between two rows, inserting grass slips into the holes as per Drawings or as instructed by the Engineer, backfilling the holes and watering. [Spec Cl no. 2800].	Square meter	3,600.00			
37	7.8	DoR-2800	Providing and laying of brush-layers made out of 600 mm long up to dia 40 mm live cuttings, including trimming of hill slope, 400 mm deep trenching, providing mulch cushion, laying of live cuttings to form brush layer as per Drawings or as instructed by the Engineer, backfilling, hand compaction and watering. [Spec Cl no. 2800].	meter	600.00			
38	7.15	DoR-2800	Planting of Trees and their Maintenance for one Year, Providing and Planting of trees by the road side (Avenue trees) in 0.60 m dia holes, 1 m deep dug in the ground, mixing the soil with decayed farm yard/sludge manure, planting the saplings, backfilling the trench, watering, fixing the tree guard and maintaining the plants for one year [Spec Cl no. 2800].	Number	800.00			

Section IV. Bidding Forms

39	7.16	DoR-2800	Providing and fixing MS iron tree guard 60 cm dia and 2 meter high above ground level formed of 4 Nos (25 x 6mm) and 8 Nos (25 x 3 mm) vertical MS riveted to 3 Nos (25 x 6 mm) iron rings in two halves, bolted together with 8 mm dia and 30 mm long bolts including painting two coats with paint of approved brand over a coat of priming, complete in all respects. [Spec Cl no. 2800].	Number	800.00			
			Sub-total of Bio-engineering Works					
	8.0		Road Safety and Traffic Management Work					-
40	8.1	1501	Providing and installation of non-reflective warning (750 mm high triangular or 400 mm x 400 mm rectangle), mandatory (dia 600 mm) and informatory (600 mm x 400 mm) signs, made out of 2 mm thick MS sheet with back support frame fixed on medium 50 mm GI tube firmly fixed to the ground through 300 mm x 300 mm x 300 mm M10/40 grade cement concrete, as per Drawings or as instructed by the Engineer. [Spec Cl no. 1501].	Number	256.00			
41	8.2	1501	Providing and installation of non-reflective 1.8 m x 1.2 m Project Information Board, made out of 2 mm thick MS sheet with back support frame fixed on medium 75 mm GI tube firmly fixed to the ground through 300 mm x 300 mm x 500 mm M10/40 grade cement concrete, as per Drawings or as instructed by the Engineer. [Spec Cl no.1501].	Number	2.00			



42	8.3	1504	Providing and laying of hot applied thermoplastic compound in thickness ≥ 2 mm with reflectorizing glass beads to draw white or yellow road markings in patterns as per Drawings or as instructed by the Engineer on new road surface [Spec Cl no. 1504].	Square meter	3,966.11			
43	8.4	1501	Providing and applying 2 coats of enamel paint to create background and drawing of characters and patterns on masonry or concrete surface to create painted traffic signs, or information on GRM, as per Drawings or as instructed by the Engineer. [Spec Cl no. 1501].	Square meter	1,596.10			
44	8.5	1505	Providing and installation of retro-reflective 100 mm x 100 mm die-cast aluminum road studs, installation includes drilling hole and bolting and bedded in bituminous grout/ epoxy mortar, as per Drawings or as instructed by the Engineer. [Spec Cl no. 1505].	Number	2,699.00			
45	8.6	1507	Providing and installation of 1.5 m long, 150 mm x 150 mm RCC delineators made out of M15 concrete protruding 1 m above ground level, painted 200 mm wide strips alternatively in black and white enamel, as per Drawings or as instructed by the Engineer. [Spec Cl no. 1507].	Number	2,295.00			
46	8.7	1511	Provide and erect double "W" metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail bolted to 150 mm x 75 mm x 5 mm IS MC series channel 2 m long vertical post using spacers of same section. The vertical post should be 1 m underground and at 2 m spacing. All steel parts to be galvanized by hot dip process, all complete as per drawings and as instructed by the Engineer. [Spec Cl no. 1511].	meter	1,120.00			

Section IV. Bidding Forms

47	8.9	1506	Providing and installation of the following kilometer-post made out of M15 concrete, enamel painted with white background and black lettering, as per Drawings or as instructed by the Engineer: [Spec Cl no. 1506].					
	a		1-km marker	Number	12.00			
	b		5-km marker	Number	5.00			
48	8.1	1300	Providing and making of Rumble strips with Asphalt Concrete, 15-20mm high at center, 250mm wide placed at 1m center to center at approved locations to control speed, marked with white strips of road marking paint all complete as per Drawings and Technical Specification [Spec Cl no. 1300].	Square meter	980.00			
			Sub-total of Road Safety and Traffic Management Works					
	9.0		Performance Based Maintenance Activities					-
49	9.1		Provide and execute Performance Based Maintenance of the project road ensuring performance indicators defined in the Contract clauses are achieved for the following years starting from issuance of Construction Completion Certificate: [Spec Cl no. 2910]:					



	a	DOR-2910	Year-1: on achievement of PBM indicators	km.mon th	194.71			
	b	DOR-2910	Year-2: on achievement of PBM indicators	km.mon th	194.71			
	c	DOR-2910	Year-3: on achievement of PBM indicators	km.mon th	194.71			
	d	DOR-2910	Year-4: on achievement of PBM indicators	km.mon th	194.71			
	e	DOR-2910	Year-5: on achievement of PBM indicators	km.mon th	194.71			
	f	DOR-2910	Emergency fund for PBM Works and Services	Provisi onal Sum	1.00	5,000,000. 00	Fifty Lakh	5,000,000.00
			Sub-total to Performance Based Maintenance Activities					

Section IV. Bidding Forms

	10.0		ESMP Guided Activities					-
50	10.1	ESMP, SP 111 (6)	Providing and ensuring continuous use of reflective jacket and helmet by all workers and visitors at site as well as additionally additional appropriate Personnel Protective Equipment (reflective clothe, helmet, boots, gloves, ear plug, harness, etc. as instructed by the Engineer) by workers requiring them as per the nature of tasks. [ESMP, SP 111 (6)].	month	24.00			
51	10.2	SP 111 (7) and ESMP	Providing and maintaining first aid box (containing general essential medicine, gauze, roll bandage, cotton, scissors, antiseptic solution, alcohol wipes, thermometer, etc.) at all active heavy equipment and at worker camps, paste conspicuous notice boards directing where these are situated [SP 111 (7) and ESMP].	month	24.00			
52	10.3	ESMP	Providing and maintaining sturdy barricades, fences and caution signs as per Drawings or as instructed by the Engineer, at all active sites [ESMP].	month	24.00			



53	10.5	DOR 111(3) (4) and (5) and ESMP	Providing safe, secure and hygienic and gender segregated worker camps following PLRIP labour Camp Guideline -2026 with adequate number of ventilated rooms/ beds, toilets, water for washing/ bathing, kitchen (with washbasin, dish cleaning facilities, LPG/ electric stoves), garbage bins. Illustrious posters in local language on code of conduct for workers, occupational health, awareness on infectious diseases, location of first-aid kits, location and call number of nearest health facility should be pasted in the common area of the camps. [SS 111 (3), (4), (5) and ESMP].	month	24.00			
54	10.6	DOR 111 and ESMP	Controlling air pollution through water sprinkling as instructed by the Engineer. [SS 111 and ESMP].	km.mon th	486.78			
55	10.8	DOR 111 (15) and ESMP	Reinstatement of worker camps, quarries, crusher plants, bitumen storage and stock pile sites as well as to the original stage as well as clearing of the roadway and drains at the completion of works as instructed by the Engineer. [SS 111 (15) and ESMP].	lumpsu m	1.00			
56	10.9	ESMP , SP 1514	Construction of Bus Shelter at various location with PWDs friendly design feature along the alignment as per Provided Standard Drawing and Specification all complete [ESMP].	lumpsu m	8.00			
57	10.1 1	ESMP, SP 111 (11), (12) (13)	Carryout Environmental Monitoring for Air, Noise and Water Quality {ESMP, SP 111 (11), (12) (13)}	Provisi onal Sum	1.00	385,000.00	Three lakh Eighty- Five Thousand	385,000.00
			Sub-Total of ESMP Guided Activities					



Section IV. Bidding Forms

167

	11.0		Dayworks					
58	11.1		Supply of workers					-
	a		skilled workers (masons, carpenters, blacksmiths, surveyors, etc.)	person. day	50.00			
	b		unskilled workers	person. day	200.00			
59	11.2		Supply of material					
	a		Cement	Kilogram	500.00			
	b		Sand	Cubic meter	5.00			
	g		concrete aggregate	Cubic meter	10.00			
	h		Supplying and laying Reinforced Cement Concrete collar-jointed pipe of Grade NP3 as instructed by the Engineer:					
			300 mm	meter	40.00			
			600 mm	meter	40.00			
60	11.3		Supply of equipment with fuel and operators					
	a		dump-truck of 4.6 cum capacity	hour	50.00			



	b		tractor	hour	50.00			
	c		backhoe	hour	20.00			
	d		water pump	hour	50.00			
	e		excavator	hour	20.00			
61	11.4		Supply of excavator for maintenance of road or else as required and instructed by engineer including operator and other charges	hour	50.00			
			Sub-total to Dayworks					

Section IV. Bidding Forms

	12.0		General Works					
62	12.1	DOR-100 GCC 19	Purchasing and maintaining insurance cover for works, plants, materials, workers, and third party to the extent required by the contract clauses [Spec Cl no.100, GCC 19].	lumpsum	1.00			
63	12.2	DOR-504	Establish and maintain a site laboratory with equipment, accessories, personnel and consumables for testing of concrete, zinc cover of wire, sand, aggregates, and all standard tests required as per Specifications. [Spec Cl no. 504].	month	24.00			
64	12.3	DOR-504, 510	Sampling, transporting and testing of construction material for additional tests then specified in the Specifications at an accepted nearest material testing laboratory as instructed and agreed by the Engineer. [Spec Cl no. 504, 510].	Provisional Sum	1.00	300,000.00	Three Lakh	300,000.00
65	12.4	DOR-109	Provide and perform regular maintenance of the existing road to keep the road serviceable through out the construction period as per specification and instruction of the Engineer [Spec Cl no. 109].	km.month	389.42			
66	12.5	DoR-105	Relocation of services and minor infrastructures i.e electric pole, cables, chautara, chautara, irrigation canal, pipes and other EMP-warranted activities, as instructed by the Engineer [Spec Cl no. 105].	Provisional Sum	1.00	11,100,000.00	Eleven million one hundred thousand	11,100,000.00



170

Section IV. Bidding Forms

67	12.6	DOR 116	Provide color photographs and video of the construction works before, during and after construction as per specification and as directed by the Engineer [Spec Cl no. 116]	month	24.00			
68	12.7	GCC 21.1	Provision for Dispute Avoidance and Adjudication Board (DAAB) (Employer Portion)	Provisional Sum	1.00	1,200,000.00	Twelve Lakh	1,200,000.00
			Sub-total to General Works					
			Total (Base Cost)					
			Total Provisional Sum					
			Base Cost without PS					
			VAT @13%					
			Total Cost including VAT & PS					

Amount in words:

Name of Company:

Official Seal and Signatory of Firm:

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1: *None*

Under ITB 4.8 (b) and 5.1: *None*



Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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



Section VI – Fraud and Corruption

175

documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.



PART 2 –Works' Requirements



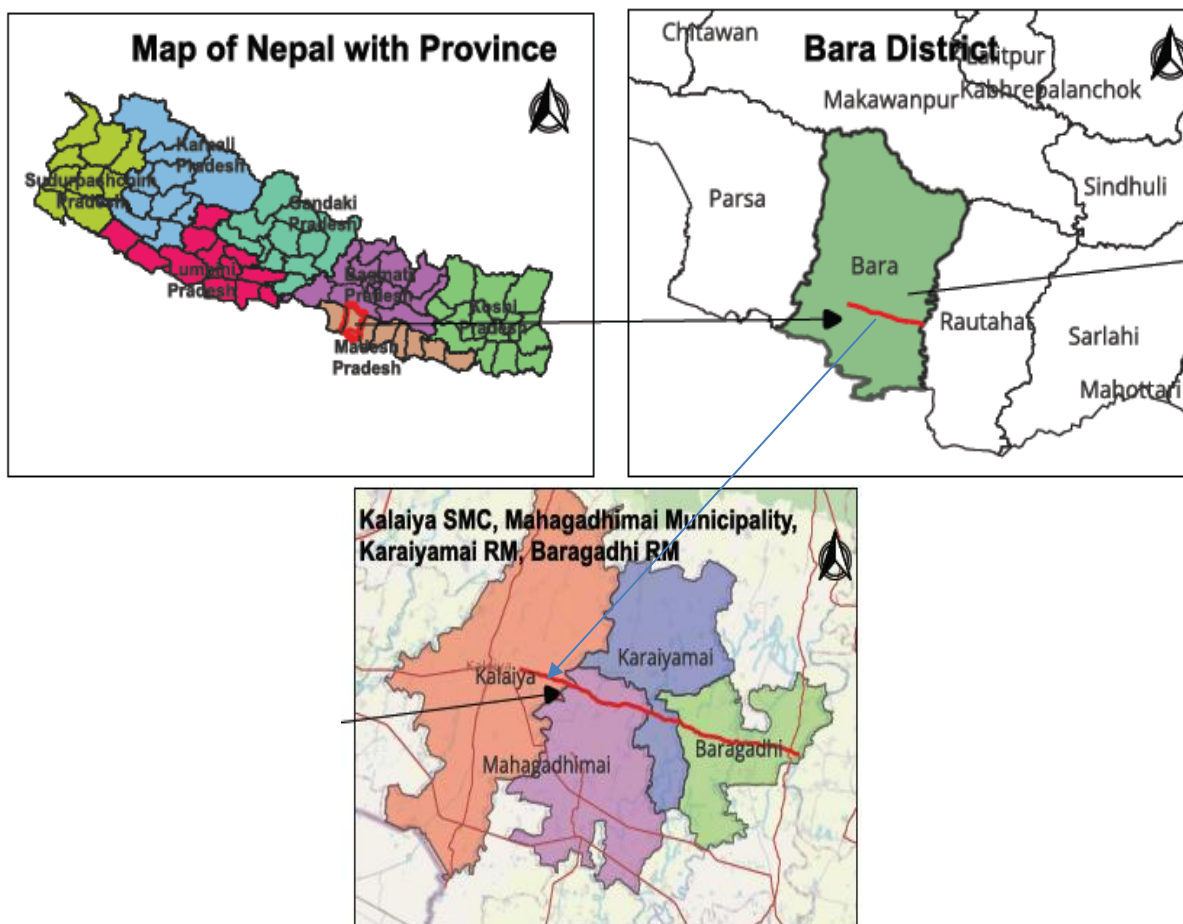
Section VII - Works’ Requirements

Contents

Scope of Works.....	180
Environmental and Social (ES) requirements	225
Contractor’s Representative and Key Personnel	229
Drawings	230
Supplementary Information	231

Scope of Works

The Works under the Contract consist of: The Upgrading of the Kalaiya-Malahi Road which passes through Kalaiya Sub-metropolitan city, Mahagadhimai Municipality, Karaiyamai Rural Municipality, and Baragadhi Rural Municipality of Bara District and assists in connecting wards of Sub-metropolitan city, municipalities, and Rural Municipalities with each other of Bara District. The road starts from Rampur, Ward no. 9 of Kalaiya SMC (Coordinate: 27°1'49.82" N & 85°1'11.56" E, Elevation: 79.974 m) and ends at Malahi, Ward no. 2 of Baragadhi Rural Municipality (Coordinate: 26°59'34.74" N & 85°10'14.27" E, Elevation: 77.284 m). The road connects Kalaiya SMC Ward no. 9 & 27, Mahagadhimai Municipality Ward no. 3, 5, & 10, Karaiyamai Rural Municipality Ward no. 8, and Baragadhi Rural Municipality Ward no. 1, 2, 3 & 6. The road crosses different settlements like Rampur, Mauje Rampur, Ganjbhawanipur, Bagadampur, Narahi, Gadahal, Basatpur, Khopawa, Daurwa, and Malahi settlements. The total length of the proposed road is 16.226 km. The total formation width of the proposed road will be 11 m (without drain), a carriageway width of 7 m, a shoulder width of 2 m on either sides, and a drain of 1 m on each side in settlement areas.



Location Map of Kalaiya Malahi Road, Bara District

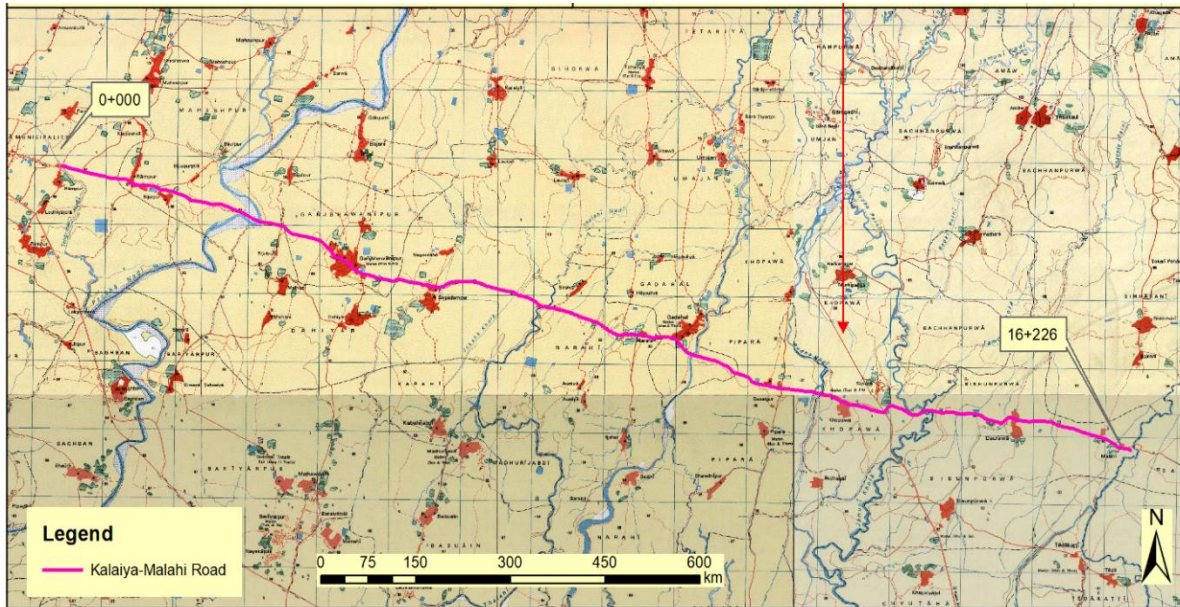


Figure1: Road Alignment in Topographic Map of Nepal

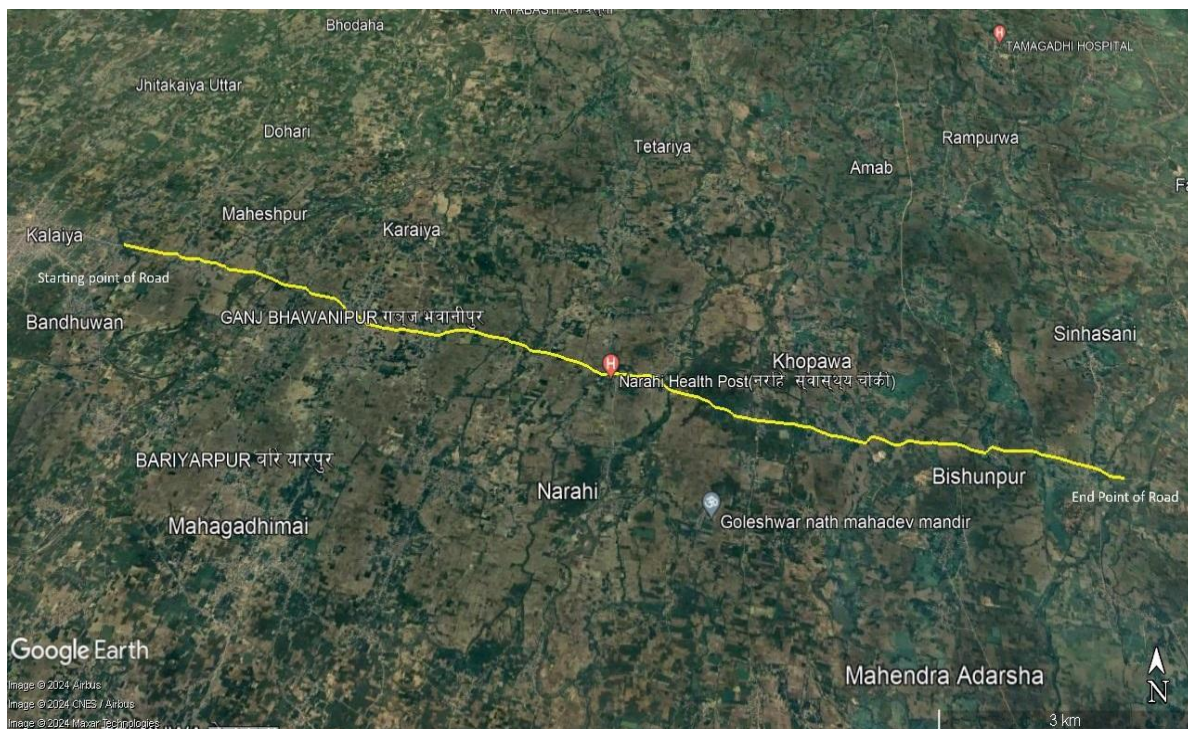


Figure 2: Road Alignment in Google Image



Phase 1: Construction/ Upgrading Works; The Upgrading works of **Kalaiya-Malahi Road (16.226Km) of Bara District** consisting the Site Clearance, Earthworks. Flexible pavement construction, rigid pavement construction consisting of safety and traffic management work, retaining structures, culverts, drain and bio-engineering works, etc. including One year Defect Liability Period/ Defects Notification Period (DNP) and

Phase 2: Performance Based Maintenance Works; with Maintenance works consisting of all activities to be carried out to achieve and keep the road assets as defined in the Specifications of the completed road section from **0+000 to 16+226 of Kalaiya-Malahi Road of Bara District** for the period of 5 years starts from the day the Taking-over Certificate is issued and the Defects Notification Period (DNP) starts. During the DNP, the contractor shall correct defects arising out of substandard material and technology used during construction, while the PBM is done to keep the road at certain predetermined service level.

The Summary Description of the main works is as follows:

- **Site Clearance**

Site clearance work involves clearing waste or rubbish, unwanted surplus material or machinery or equipment on a site. It includes Clearing and grubbing road land of all categories including removal of anthills, uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees, cutting of trees, including cutting of trunks, branches and removal of stumps, roots, stacking of serviceable material with all lifts and up to a lead of 1000 m and earth filling in the depression/pit. Dismantling of existing culverts, bridges, retaining walls and other structure; including use of scaffolding wherever necessary and for any lifts; sorting of the dismantled material, disposal of unserviceable material with 1000 m lead and stacking of serviceable material.

- **Earthworks**

Earthworks in road construction involve preparing the ground for the construction of Road. Excavation for foundation, filling, laying, spreading and compacting embankment, grading, and compacting are some of the procedures used to provide a stable surface suitable for serving as a road foundation.

- **Pavement layers**

The pavement is the part of the road that carries the traffic. It has a set of layers or material placed over the natural ground. It includes scarifying the existing road surface, preparation of subgrade by cutting or filling of soil, laying of granular sub-base, laying of Crusher Run Macadam base-course, and laying surface dressing as wearing course with spreading and mixing, watering and compacting to designed grade, line, level, super-elevation and camber. The pavement layers spread the load of the vehicles.

- **Masonry and Gabion Works**

Masonry is a construction technique that involves stacking materials as bricks, and stone on top of one another to build structures or walls. Brick Masonry by providing and laying first-class brick and Random rubble masonry by providing and laying coursed/uncoursed stone to the required height, batter, and level in flush joint, including dewatering, scaffolding, curing, PVC weep-holes and other incidentals with cement-sand mix of 7.5 N/sq.mm strength mortar that fills the gaps and binds materials together.

Gabion structure from mechanically woven double twisted wire crates and mattresses of different sizes with diaphragm placing for all lifts including in water and at different batter; manually filling with boulders and weaving properly.

- **Plain and Reinforced Cement Concrete Works**

Plain and Reinforced Cements concrete uses a mixture of cement, sand, aggregate and water with Fe 500 High Yielding Strength Deformed Steel reinforcement. Placing cement concrete for all lifts and necessary formwork, including in water and at different batter and with mechanical mixing, use of approved admixtures, compaction, and curing all complete for M10, M15, M20 and M25 concrete grades

- **Bio-engineering Works**

Bio-engineering work is the use of live plants or plant parts to control soil erosion and the mass movement of land, in order to fulfil engineering functions. It involves the Providing and laying of turf by providing about 50 mm thick fine grass squares, dressing of slope, light mulching and watering, laying of grass squares, anchoring by live pegs. and brush-layers made out of 600 mm long up to dia 40 mm live cuttings, including trimming of hill slope, 400 mm deep trenching, providing mulch cushion, laying of live cuttings to form brush layer by backfilling, hand compaction and watering.

- **Road Safety and Traffic Management Works**

Road safety relates to the measures taken to reduce the risk of road traffic injuries and death and Traffic Management measures include enforcing speed limits, managing lanes effectively, and providing clear signage to minimize the risk of accidents and improve overall road safety. The works consists to providing and installation of non-reflective warning, Project Information Board, thermoplastic compound, double "W" metal beam crash barrier, RCC delineators post and kilometer-post,

- **Performance Based Maintenance Activities**

Performance Based Maintenance (PBM) Works and Services is designed to increase the efficiency and effectiveness of road maintenance operations by ensuring that the physical condition of roads is adequate for the needs of road users over the entire maintenance period of the contract.

- **ESMP Guided Activities**

Environmental and Social Management Plan (ESMP) address the environmental and social risks and impacts. It will be addressed during the, construction, operations and decommissioning by providing and ensuring continuous use of reflective jacket and helmet by all workers and visitors at site, Personnel Protective Equipment, first-box, maintaining sturdy barricades, fences and caution signs, safe, secure and hygienic and gender segregated worker camps, Controlling air pollution, Reinstatement of worker camps,

quarries, crusher plants, bitumen storage and stock pile sites and construction of Passenger's waiting shelter at Bus Stops with PWDs friendly.

- **Dayworks**

Daywork is a means by which a contractor is paid for specifically instructed by written order of the Project Manager. The daywork sheet details the supply of workers, Supply of Materials, Supply of equipment with fuel and operators during the completion of the work.

- **General Works**

The General works consists the purchasing and maintaining insurance cover for works, plants, materials, workers, and third party, perform regular maintenance of the existing road to keep the road serviceable through out the construction period and Relocation of services and minor infrastructures i.e electric pole, irrigation canal, pipes, cables, temples, and other EMP-warranted activities.

- **Reuse of existing Pavement Material as sub base**

A comprehensive inventory was conducted to evaluate the feasibility of reusing existing pavement material as sub base. Detailed findings from this investigation are documented in the inventory sheet.

To determine the suitability of the materials, the depth of the sub base and base layers in various road sections were verified through digging and visual inspection. Samples from these materials were then subjected to testing to assess their suitability for reuse as sub base.

The investigation concluded that the pavement materials from the following road sections were found to be suitable for reuse as subbase:

By reusing existing pavement material as sub base, it is aimed to enhance sustainability and reduce costs associated with sourcing new materials.

Total Existing Base & Sub Base Quantity 8383.15 Cum

The methodology for reuse of pavement material is as follows

- Scarifying of existing wearing course and disposal it in to safe environmental tipping site
- Scarifying the existing base and sub base material to its full depth and collected in the side of the road
- Top up the additional quantity required for the sub base in the specific section
- Blending the sub base material and laying over the subgrade
- Compaction of sub base material
- The quantity of existing reusable sub base material will be deducted from the measurement



Section VII – Works' Requirements

- *The quantity of existing pavement material which supposed to be reused will be ensured during joint construction survey.*



Specification

Section VII A: Standard Specifications

Standard Specifications for this contract shall be the “**Standard Specifications for Road and Bridge Works-2073 (With 3rd Amendment 2082)**” issued under the authority of the Government of Nepal, Ministry of Physical infrastructure and Transport, Department of Roads.

The Standard Specifications may be purchased from the Departments of Roads, Central Road Laboratory, Babarmahal, Kathmandu.

The document can be obtained by downloading from: www.dor.gov.np

Section VII B: Special Provision to the Standard Specifications

The Special Provisions contained herein shall be read in conjunction with Section VII A: the Standard Specifications for Road and Bridge Works-2073 (with third amendment 2082) issued by the Government of Nepal, Ministry of Physical Infrastructure and Transport, Department of Roads and shall supplement, replace or supersede the Section VII A: Standard Specifications as appropriate. Where there is any ambiguity or discrepancy between the Standard Specifications and the Special Provisions; the Special Provisions shall have preference and shall govern.

Section 100 – General

105 Publicly and Privately Owned Services

Delete Sub-clause (6 and 7) and substitute the following:

- (6) The Contractor may be required to coordinate with the concerned GoN and other authority and carry out the removal or shifting of certain services/utilities on specific instruction from the Engineer for this purpose the contractor shall when required by the Engineer, submit the required document for executing of the works as per the General Condition of Contract for which payment shall be made to him. Such works shall be taken up by the Contractor only after obtaining clearance by the Engineer and ensuring adequate safety measures.
- (7) Payment for Shifting, re-installation, maintenance of water, electricity, drainage, etc., passing through the site made in the respective item as provisioned in the Bill of Quantities and General Condition of Contract. Payment shall represent full and final payment for the Contract Items and the Contractor shall not be entitled to any further compensation.

106 Survey and Setting Out

Delete Sub-clause (1 and 2) and substitute the following:

- (1) During the period of Commencement of Works, the Contractor and the representative of the Engineer shall jointly resurvey the Base Lines, Traverse Point, and Bench Marks and confirm the co-ordinates and levels of the stations. They shall immediately notify the Engineer of any discrepancies and shall agree with the Engineer any amended values to be used during the contract, including replacements for any stations missing from the original stations.

- (2) The Contractor and the representative of the Engineer shall jointly check, replace and supplement as necessary the station points and agree any revised or additional station details with the Engineer.

Add the following to Sub-clause (5)

“If at any time the Contractor believes that there exists a discrepancy between the location of the works as defined by the setting out and the apparent location of the works as shown in the plans he shall immediately inform the Engineer and request clarification.”

Delete Sub-clause (6) and substitute the following:

“Some survey data of the project site is held by the Engineer and this survey data will be made available to the Contractor in digital format. But the existing profile and cross sections shall be checked against the survey data by the Contractor and the Engineer and, should any changes be found necessary in the Survey Traverse Points and Bench Marks, after the procedures required in Sub-clauses (1) & (2) above, the existing data set shall be amended accordingly. Should the Engineer consider that design modifications of the center-line and/or gradient are required or if the Contractor find that the existing survey data set is inadequate or inaccurate in any area of the Works, the Engineer shall issue detailed Instructions to the Contractor and the Contractor shall perform the necessary modifications in the field, as required, and modify the cross sections accordingly.

The final survey data set so obtained in combination with the final horizontal and vertical alignment of the road shall form the basis for the measurements and payments. Measurement shall be based on a Digital Terrain Model generated from the agreed survey data set with the final designed road horizontal and vertical alignment and road cross-section, including any widening and super-elevation, applied. The model will be used to generate cross-sections complete with cut and fill data at intervals not exceeding 10 meters or as instructed by the Engineer. Measurement of volumes and areas of earthworks and pavement related items, with the Engineer’s approval, shall be derived from these cross-sections.

Delete Sub-clause (8) and substitute the following:

The Contractor shall provide the Engineer with all necessary assistance for checking the setting out, agreement of levels and any other survey or measurement which the Engineer needs to carry out in connection with the contract during the entire period of contract. Such assistance shall include:

- (a) Provision of suitably qualified surveyors to work under the direction of the Engineer as required.
- (b) Provision of all necessary support for these surveyors including assistant, survey helpers, labours, hand tools, pegs and materials.
- (c) Provision of survey equipment (As per equipment requirements):: Survey Instrument Required at Site) as required by the Engineer for survey works.

This equipment shall be in the possession of the Contractor at Site within 10 weeks from the date of Engineer's notice to commence the Works. The Contractor shall at all-times be responsible for:

- Maintaining, calibrating and servicing equipment as required.
- Repairing all defects including accidental damage as required.
- Replacing any lost or stolen items.
- Effecting insurance of the equipment against damage or loss.

The Contractor shall maintain the survey equipment at site for as long as it is required including any period after the Completion of Works during which it is required for final measurement purposes. The Contractor shall ensure that the Engineer and his staff have full access to this equipment at all times during the course of the execution of works.

The joint survey, including the preparation of the drawings, calculation of the quantities and obtaining the approval from the Engineer shall be carried out by the Contractor within sixty (60) days from the commencement Date.

The Contractor shall provide the survey equipment (As per equipment requirements):. No separate payment shall be made for the providing survey equipment; the cost shall deem to be included in the other items of works.

111 Environmental Protection Works

Delete the second paragraph and substitute:

The Contractor shall take all precautions for safeguarding the environment during the course of construction of the works. He shall abide by all prevailing laws, rules and regulations governing pollution and environmental protection. In particular, the Contractor shall fully comply with the environmental protection mitigation measures specified in the latest version of the project's specific Initial Environmental Examination (IEE), Environmental and Social Impact Assessment (ESIA) prepared as per the National legal requirement and Environmental Management Action Plan (EMAP), as provided by the Project. If any activity of the Contractor may cause damage to the environment in ways not envisaged under project-specific documents, then he shall comply with the measures specified in the latest updated "Environmental and Social Management Frame Work" prepared for the PLRIP published by the DOLID, MOUD and/or any documents published by the World Bank regarding Environmental and Social Issue.

(1) Borrow/Quarry Sites

In the first set of bullet points, delete the words "they may be environmentally unsuitable" in Point (iii) and substitute:

Ensure that the construction materials procured from third-party suppliers are legally permitted to operate the quarry or crusher, have cleared all applicable taxes, and have completed and received approval for environmental and social assessments.

“They may lead to general environmental or instability problems or may be environmentally unsuitable in any other way”

(2) Disposal of Spoil and Construction Waste

Insert additional paragraph to Sub-clause 111 (2) Disposal of Spoil and Construction Waste, between existing first and second paragraphs

Under no circumstances whatsoever shall the Contractor allow spoil from any excavation or cut to fall or be pushed down the slope below. All spoil will be disposed in designated area identified in C-ESMP or by Project technical team. In any situation where this occurs by accident or on purpose, the Contractor shall, at his own cost, remove the debris to a location approved by the Engineer and make good the affected area through appropriate structures and re-vegetation as specified by the Engineer and following guidelines published in the Department of Roads’ manual “Roadside Bio- Engineering”. Failure in compliance with the Engineer’s instruction in respect of spoil disposal will lead to a reduction or with-holding of payment.

Add an additional paragraph after the existing second paragraph

Any construction waste that includes bitumen products, unused cement, fuel, oil or plastics shall be disposed of in a Government-approved site in consultation with communities and other stakeholders. or. If this is not practical then it may be disposed of by burial in a specially excavated pit at a site approved by the E&S Specialist . Land compensation shall be paid by the Contractor for the area occupied by the pit as if for permanent construction. If the land is owned by the Government, then the Contractor must obtain written permission from the appropriate authority for its use in this manner, and must pay any royalties due. The pit shall be located at least 100 metres from any seasonal or permanent water course or spring. A hole shall be excavated below ground level so that, when the original surface profile is regained through backfilling, the disposed waste is covered by at least two metres of soil. Following the closure of the waste disposal site, the Contractor shall provide any structures necessary to prevent erosion and shall re-vegetate the topsoil with appropriate plants.

(3) Provision and Maintenance of Camps, Offices, Stores, Equipment Yards and Workshops

Replace the first paragraph of the Sub-clause 111(3) with the following:

The Contractor shall provide and maintain such accommodation and amenities as necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cook houses and other requirements in connection with such accommodation or amenities. On

completion of the Contract, unless otherwise agreed with the Employer, all the temporary camps/housing provided by the Contractor shall be removed and the site(s) reinstated to its (their) original condition, all to the approval of the Engineer.

All accommodation facilities of whatsoever nature provided by the Contractor shall be provided with adequate sewage and wastewater collection and treatment facilities to a design and of a capacity approved by the Engineer/E&S Specialist. Under no circumstances shall untreated sewage or wastewater be discharged to the natural environment.

(6) Provision of Safety Clothing and Equipment

Insert new Sub-clause 111 (6)

The Contractor shall provide all laborers, supervisors and site staff with suitable basic safety clothing and PPE manufactured to an appropriate ISO standard. This will include, but is not limited to, safety helmets, gloves and boots, which will be supplied as required for the specific nature of the work. Gloves shall be issued when any form of hazardous material such as cement and bitumen is being handled, and when there is a risk of hand injury, for example when using hammers and chisels. Eye goggles shall be issued when there is a risk of eye injury, such as when using hammers. Breathing masks shall be issued when there are dusty or smoky conditions.

Additional safety equipment is to be provided by the Contractor to all workers and supervising staff in certain sites. In sites with moving traffic or machinery, fluorescent or brightly colored waistcoats shall be issued. Where workers are required to venture on to slopes steeper than 40 degrees, safety belt, safety clamps, harnesses and safety ropes shall be provided.

All workers and supervisory staff when on any site shall wear the basic safety clothing specified. Where additional safety equipment is required by nature of the site, then all workers and supervisory staff when on any part of that site shall use the additional equipment in addition to the basic safety clothing specified.

The Contractor shall provide a set of safety clothing to all members of the Consultant's Supervising staff and keep adequate stock for personnel visiting the project.

In hot weather the Contractor shall provide appropriate lightweight safety equipment, such as cotton gloves in place of rubber gloves and canvas boots in place of rubber boots.

The Contractor shall be responsible for ensuring that all his employees and the employees of any Subcontractor and any visitor to the site comply with the Engineer's requirement to use safety clothing and equipment at all times. Failure in compliance with the Engineer's instruction in respect of safety clothing and equipment may lead to a suspension of work standard education or with-holding of payment until the Contractor complies.

(7) Provision of First Aid/Medical Facilities

Renumber existing Sub-clause 111 (6) to 111 (7) Add the following after last paragraph

The Contractor shall provide information to his workers on methods of avoiding sexually transmitted diseases and infection by HIV/AIDS.

The Contractor shall arrange all medical facilities as per Standard Operation Procedure Guideline (SOP) of ADB / Government of Nepal Guideline for COVID-19 Pandemic and any other Pandemic.

(8) Crushing Plants

Renumber existing Sub-clause 111 (7) to 111 (8)

(9) Hot Mix Plants and Batching Plants *Renumber existing Sub-clause 111 (8) to 111 (9)*

(10) Hazardous Materials

Delete entire existing Sub-clause 111 (9) Hazardous Materials (all three paragraphs) and substitute Sub-clause 111 (10) Hazardous Materials

Hazardous materials are defined as cement, lime, bitumen and emulsion, paint, fuels, oils, acid of the battery, pesticides and herbicides. The Contractor may not store hazardous materials within 100 meters of seasonal or permanent water courses or springs. They must be housed in secure weather- proof buildings and protected against attacks by vermin and accidental contact by children and surrounded by berm to contain any spill. Contaminated runoff from storage areas shall be captured in ditches or ponds with an oil trap at the outlet. Water Quality monitoring shall be carried out as per EMP.

Any worker handling hazardous materials must be appropriately equipped as described in Sub-clause 111 (6) above.

Any hazardous material requiring disposal must be handled as described in Sub-clause 111 (2) above.

Explosives, detonators, blasting powder and fuses are also classed as hazardous materials. The Contractor may only bring explosives on to the site with the specific written permission of the Engineer. In this event, the Contractor is responsible for alerting the appropriate security forces and ensuring that all Government regulations are fully met concerning the transport, storage and use of explosives and associated equipment.

If the Engineer instructs the use of explosives, only controlled methods shall be used as described in Clause 904 Explosives and Blasting.

(11) Air Pollution

Insert new Clause 111 (11)

The Contractor shall avoid creating any high concentration of airborne dust or smoke within 100 meters of a house or other occupied building, or in situations likely to affect people, animals, crops or natural vegetation.

Dust from moving construction plant and road traffic shall be controlled by the regular spraying of water on the road surfaces in sites. Ensure regular water spraying as needed in sensitive receptors like the settlement, school area, health care centers, market area etc. considering the weather pattern and traffic volume. The Contractor is responsible for all water spraying and

the erection and maintenance of adequate speed bumps. The Engineer may instruct additional measures at his discretion.

Where earthwork excavations cause dust to blow into areas where it causes a nuisance, the Contractor is responsible for altering the schedule of works to minimize the nuisance. This may involve restricting the timing of work to certain hours of the day or completing works and restoring a dust-free surface as rapidly as possible. The Engineer may instruct additional measures at his discretion. Air quality monitoring shall be carried out as per EMP.

(12) Noise Pollution

Insert new Clause 111 (12)

The Contractor shall take every precaution to control excessive noise resulting in disruption to the local community and to wildlife. All static plant shall be located at least 100 meters from occupied buildings and at least 800 meters from sites deemed by the Engineer to have sensitive wildlife. As far as possible working hours should be limited to day time. Project vehicles should be regularly and periodically maintained and lubricated to reduce the noise pollution.

The Engineer may require the construction of baffles or bunds around noisy plant in order to reduce the pollution caused.

The Contractor shall ensure that no employee plays loud music in any residential camp at any time. Noise level monitoring shall be carried out as per ESMP.

(13) Water Pollution

Insert new clauses 111 (13)

The Contractor shall take every precaution to control water pollution of inland water bodies near the construction site resulting in disruption to the local community and to wildlife. Construction waste, Cement slurry wastes, spillage oil and grease and waste water from labor camps, crushing and batching plants will not be discharged to inland water bodies directly. Project vehicles should not wash and clean in inland water sources. All static plants shall be located at least 30 meters away from any type of inland water bodies.

The Contractor shall ensure that no employees involve in polluting water sources. Water quality testing shall be carried out as per ESMP. The Engineer may instruct additional measures at his discretion.

(14) Special Provisions for Sensitive Ecology

Add new Clause 111 (14)

In addition to the provisions of other Clauses, the Engineer can direct the Contractor to carry out particular actions—such as conducting studies and taking mitigation steps—to protect any plant or animal deemed environmentally sensitive or needing special protection as needed.

(15) Reinstatement of Environment

Renumber existing Clause 111 (10) to 111(14) Add between existing two paragraphs:

The Contractor shall reinstate the environment of areas polluted by the use or spillage of hazardous materials as defined in Sub-clause 111 (10). All such materials and polluted soil will be removed to a safe disposal site as described in Sub-clause 111 (2) Disposal of Spoil and Construction Waste. The site will then be restored and re-vegetated as described above. This provision applies in particular to all areas affected by bitumen.

The following sustainable technical requirements shall be carried out by the Contractor during the implementation of the Contract.

b) Preparation of CEMP (Contractor Environmental Management Plan)

c) Provide and maintain a healthy and safe work environment and safe systems of work.

Add new Clause 117 "Provision of Insurances and Securities" after Clause 116 as follows:

117 Provision of Insurances and Securities

The Contractor shall provide all necessary Insurances, Guarantees and Securities as are required and detailed in the Conditions of Contract, Bill of Quantities or this Specification, for Phase 1: Upgrading Works and Phase 2: Performance Based Maintenance Service.

Measurement and payment for Insurances under the Contractor's All Risks (CAR) policy shall be made on Lump Sum basis as provided in the Bill of Quantities. The lump sum price for Insurance under the Contractor's All Risks (CAR) policy includes all expenditures expected in providing and maintaining coverage from Date of Commencement until the end of the Defect Liability Period of Upgrading Works (Phase) and until the issue of Taking-Over Certificate of Performance Based Maintenance works (Phase 2) for Service, Plant, Materials, the Contractor's Equipment, third party properties and personal injury or death as prescribed in the Contract document, including expenditures resulting from administration work, dealing with and reporting of claims, stamps duties, taxes, etc.

The Contractor shall also require providing insurance of his personnel, employees and labours as prescribed in the Contract document. No separate payment shall be made for the insurance of his personnel, employees and labors and are deemed included in other items of the Bill of Quantities.

No separate payment shall be made for Bank Guarantees and Securities that are required as per the Contract. The costing of such Guarantees and Securities are deemed included in other items of the Bill of Quantities.

In case of any damages to the works during PBM Service for which payment has been made by the Employer and if it is established that the damage is because of the Contractor's faulty construction during the construction or because of any other activities of the Contractor even during PBM then the Contractor shall reconstruct the same. The Cost incurred shall be fully borne by the Contractor and may claim with insurance companies if applicable. Even if the insurance Company does not entertain the Contractor's claim the Contractor shall not be relieved from the obligation. No payment for the reconstruction of the damaged works and PBM Service shall be made by the Employer.

Measurement of the lump sum payment for item of the Insurance for Contractors All Risk Policy (CAR) shall be made to the Contractor under the relevant items in the Bill of Quantities upon the submission of the acceptable insurance policies with the proof of payment of insurance premiums to the insurance company from the date of commencement to the end of acceptance of

Taking-Over Certificate issued for the Maintenance Phase of the Works Phase 2 Performance Based Maintenance Service or and after approval by the Engineer.

The payment of the quoted lump sum amount for the provision of insurance shall be made after the Contractor submits and obtains approval from the Engineer of the required insurance policies for the period covering from the Commencement date to Taking-Over Certificate issued for the Maintenance Phase of the Works Phase 2 Performance Based Maintenance and the submission of the proof of the payment of premiums for that period.

The rate quoted by the Contractor for these lump sum items shall deem to cover the full Contract period including Defect Liability Period and PBM Service Period including any extension of time under the Contract.

Section 1300 – Bituminous Surface and Base Course

1302 Prime and Tack Coat

(4) Spraying of Prime Coat and Tack Coat

Add the following:

Spray record sheets containing details of ambient temperature, spraying temperature, areas sprayed and quantities of materials used shall be submitted by the Contractor on a daily basis for approval by the Engineer.

Following the prime coat application, the primed, un-blinded surface shall be allowed to cure for a minimum 24 hours, or for a time as agreed with the Engineer, without being disturbed so as to allow the prime coat to fully penetrate the surface unless full penetration and curing has taken place in the opinion of the Engineer in a shorter period. If after this period the prime coat has not sufficiently cured to permit trafficking without being picked up, and the Contractor wishes to open the section to traffic, the Engineer shall either instruct that the area be left for a further period until the prime coat has fully penetrated and aired to allow traffic to pass or shall permit the Contractor to place mineral aggregate for blinding, at his own cost, applied at a rate and in the places instructed to blot up the excess bitumen. Where the Engineer agrees that blinding is necessary in limited areas to permit the unavoidable movement of traffic, at locations such as road junctions, the Contractor shall place mineral aggregate for blinding applied at a rate and in the places agreed and shall be paid for this work at the rate in the Bills of Quantities.

As soon as the primed surface has cured sufficiently or sufficient mineral aggregate for blinding has been applied to allow traffic to pass over the road without the prime coat being picked up, the road shall, where practicable, be opened to public traffic for a period of 14 days or less if agreed by the Engineer. During this period the primed area under traffic shall be maintained and all damage caused by traffic shall be repaired as instructed by the Engineer at no extra cost. Thereafter the contractor shall maintain the primed surface and shall protect the surface until the application of surfacing by taking suitable precautions including for example supplying and spreading a protective layer of sand at no extra cost.

(7) Testing

Add the following at the beginning:



Samples of the bituminous material that the Contractor proposes to use, together with a statement as to their source and character shall be submitted and approved before use of such material. The Contractor shall require the manufacturer or producer of the material to furnish material subject to this and all other pertinent requirements. Only satisfactory materials, so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each consignment of bituminous material supplied. The reports shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's reports shall not be interpreted as basis for final acceptance. All such test reports shall be subject to verification by testing samples of materials received.

Section 1400 – Kerbs and Footpaths

Add new Clause 1402A "HAND PACK STONE SOILING FOR FOOTPATH" after Clause 1402 as follows:

1402 A HAND PACK STONE SOILING FOOTPATH

Materials

Stone: The stone shall be hard and free from impurities.

Laying and Compaction

The stone shall be laid in flat and sand shall be spread over the stone completed to the required depth after sprinkling water. Each layer of the stone shall be so laid that the final completed depth after sand blinding and watering shall not exceed 200mm. The compaction shall be carried out either manually or mechanically to the satisfaction of the Supervision Team.

Measurement: The measurement shall be in cubic meter of complete finish work.

Payment: The quantities of hand pack stone soiling measured as provided above shall be paid at the contract unit rate which shall be the full and final compensation to the Contractor as per Clause 112.

Add new "Clause 1406: Precast Concrete Property Access Slabs" after "Clause 1405: CycleTracks" as follows:

1406 Precast Concrete Property Access Slabs

The Contractor shall provide and install precast concrete slabs in accordance with the detail shown in the drawings to permit access across lined and unlined side drains wherever directed by the Engineer.

The materials and workmanship used in the fabrication of these slabs shall be entirely in accordance with the requirements of the relevant Clauses of this Specification governing concrete, reinforcement and formwork. Formwork for the slabs shall be such as to provide a class F3 finish throughout.

The measurement of precast concrete property access slabs shall be in numbers of each type of slab fabricated, transported and placed in accordance with the Drawings and these Specifications.

The quantities measured as provided above shall be paid at the respective contract unit rates for each type of slab. The contract unit rates shall be the full and the final compensation to the Contractor for installation where and as directed and shall include for fabrication of the slabs including the concrete of specified grade, reinforcement and form works, transport to the location for installation, any necessary trimming and bedding and placing of the slabs in their final position.

Add new "Clause 1407: Multi Blended Interlocking Concrete Block for Footpath" after "Clause 1406: Precast Concrete Property Access Slabs" as follows:

1407 Multi Blended Interlocking Concrete Block for Footpath

(1) General

Multi Blended Interlocking Concrete Block Pavements shall be used in footpaths for the pedestrians or as per the instruction of the Engineer. Laying of the blocks shall be done, precisely at the indicated level and profile. The blocks shall be laid to the pattern as shown in the drawings or as directed by the Engineer. The blocks shall be laid as tight as possible to each other. The maximum joint width shall be limited to 4 mm. Fine angular sand as per specification shall be brushed into the joints, and thereafter compaction shall be done with a vibrating plate compactor on a clean surface.

(2) Design Parameters

(a) Block Thickness

The thickness of interlocking blocks shall be 60 mm. The blocks shall be constructed with M25/20 grade concrete and shall confirm Nepal Standard. All blocks should be of the same thickness, with a maximum allowable tolerance limit of ± 3 mm.

(b) Sand Bedding and Jointing

A layer of stone dust /fine sand bedding is provided between block pavement and compacted base with granular sub-base material to provide a cushion between the hard base and the paving blocks and to correct the permitted surface unevenness of sub-base.

The stone dust /fine sand bed should not be too thick lest it would be difficult to control the surface level of the blocks. A layer thickness of 50 mm is found to be satisfactory. The stone dust /fine sand used should be free from plastic clay and should be angular type.

Joints between blocks are filled by stone dust /fine sand. Normally, the bottom 20 to 30 mm of the joint gets filled with bedding sand, whereas, the remainder space has to be filled with jointing sand by brooming it from the top. The joints are normally 2 to 4 mm wide.

(c) Base Construction

This layer is the important structural layer of a block pavement. The material used for base construction consists of granular sub-base material meeting the standard of Clause 1201 of 75 mm thickness.

(3) Construction

(a) General

The construction of interlocking concrete block involves preparation of sub-grade and sub-base layers, bedding sand and finally the laying of blocks. The block paving can be done entirely by manual labour. However, for efficient construction work, the work force has to be properly trained for this specialized job.

(b) Preparation of Sub-grade

Sub-grade should be compacted in layers of 150 mm to 200 mm thickness as per the use of compaction equipment. The prepared sub-grade should be graded and trimmed to a tolerance of ± 20 mm of the design level.

(c) Sub-base Course

The granular sub-base course shall be constructed following the section 1201 of this Specification.

(d) Placing and Screening of Bedding Sand

The thickness of the sand bed after compaction should be in the range of 20 - 40 mm, whereas, in the loose form it can be 25 to 50 mm. Bedding sand should not be used to fill-up local depressions on the surface of a sub-base layer. The depressions should be repaired in advance before placing sand. Sand to be used should be uniformly in loose condition and should have uniform moisture content. Best moisture content is between 6 to 8 percent.

The processed sand is spread to the required thickness. The sand is subsequently compacted with plate vibrators weighing 0.6 tonnes or more.

(e) Laying of Blocks

Blocks can be laid generally by manual labour.

As far as possible, laying should proceed in one direction only, along the entire width of the area to be paved.

While locating the starting line, the following should be considered:

- In case of irregular shaped edge restraints or strip, it is better to start from straight stinging line.
- Influence of alignment of edge restraints on achieving and maintaining laying bond.

(4) Measurement and Payment

The measurement and payment of the interlocking concrete block shall be made in Square meter. Payment made at the contract unit rate for interlocking concrete block shall be payment in full compensation for furnishing all labour, material, tools, equipment at site conforming to the Specifications section 112 and as per approved drawings or as directed by the Engineer.

The subbase laid under the stone dust shall be measured in cubic meter and shall be paid under the respective item in the BoQ.

Section 1500 – Traffic Signs, Road Marking, Road Marker Stones and Delineators

Add General Requirement before “Clause 1501-Permanent Traffic Sign”

General

Requirements

This Clause covers the changes in the requirements to be met by the Contractor in relation to the installation of permanent traffic signs, road markings and various other traffic control devices as provided in the schedule of quantities (BOQ). Construction drawings issued with the contract document contain standard layout plan of traffic signs, road pavement marking and other ancillary traffic control devices. Their locations in the plan, where applicable, are indicative only.

The contractor shall prepare the detailed layout plans showing all traffic signs (cautionary, regulatory and informatory) and pavement parking and other road safety items and submit to the Engineer for approval 21 days prior to the commencement of their installation in coordination with local traffic police. The layout plan will be prepared in detail based on the guidelines / templates provided by the Engineer. The plans shall include but are not limited to the following elements of traffic control and safety management:

- i. Traffic signs displayed in Nepali and English as required (cautionary, regulatory, informatory) including speed limit signs in appropriate places;
- ii. Pavement marking / painting including all longitudinal and transverse lines (RRPM Included);
- iii. Pedestrian crossing facilities (at mid-blocks as well as at intersections
- iv. Roadside barriers (with types and length), hazard markers;
and
- ix. Any other traffic control devices and / or road safety measures shown in the BOQ or in the construction drawings.
- x. Diversion plan as required .

All traffic signs shall comply and layout requirements shall be in accordance with the Nepal Traffic Sign Manual (NTSM). In cases where the provisions are not described in the NTSM, other international practices such as IRC or AGTM's recommendations will be used.

1501 Permanent Traffic Signs

(2) Materials

(a) Mounting Post

In first line delete: “either 50mm internal diameter steel tube of “heavy” category or”

(11) Payment

Add the following additional paragraph at the end of this Sub-clause:

“The Bills of Quantities provide for two classes of sign for payment purposes:

- i. Single post

ii. Double or more posts

All signs supported by a single post shall be classed as “single post”

“All signs supported by two or more posts shall be classified as “double post or more posts”.

1506 Road Marker Stone

(3) Construction (b) Placing and Painting of Marker Stones

Insert the following additional paragraph at the end of this Sub-clause:

The concrete bedding for marker stones shall have a minimum volume below ground level of 0.25 cu.m. for 5th kilometer marker stones and of 0.125 cu.m for standard marker stones. In addition, the actual volume of concrete used shall be sufficient to ensure the secured and permanent bedding of the marker stones in position to the satisfaction of the Engineer having due regard to the soil and slope conditions and to the size of the initial excavation. Excavation for foundation pits for marker stones shall be wholly backfilled with concrete including the backfilling of any over excavation which may have taken place.

Insert the following additional Sub Clause (3c) “Reflectorized Enamel Painting Works “after Sub- clause (3b):

(3c) Reflectorized Enamel Painting Works

This Clause covers the enamel painting works of safety and/or warning barrier with black or yellow paint as indicated on the Drawing or instructed by the Engineer.

The colour, width and layout of the painting on safety and/or warning barrier shall be in accordance with the Traffic Signs Manual (latest publication), Department of Roads.

Paint shall comply with the requirements of NS 408/054 or BS 6044 (1987) or as specified in the Contract. If specified in the contract, the paint may also be reflectorized paint, in which case the paint shall be reflectorized by the addition of reflecting beads (balloting). The balloting shall comply with BS 6088:1981 (1993).

The paint shall be delivered to the site in sealed containers bearing the name of the manufacturer and the type of paint.

The viscosity of the paint shall be such that it can be applied without thinning. Under no circumstance thinning shall be allowed.

The paint shall not be applied to damp surfaces or when the relative humidity exceeds 80%, or at temperatures lower than 10o C, or when, in the opinion of the Engineer, wind strength is such that it may adversely affect the painting operations.

Before the paint is applied, the surface shall be clean and dry and completely free form any soil grease, oil, acid or any other material which shall be detrimental to the bond between the paint and the surface. The portions of the surface where the paint is to be applied shall be properly cleaned by means of watering, brooming or compressed air.

If any material not complying with the requirement is delivered on the site or used in the works, or if any sub-standard work is carried out, such material or work shall be removed, replaced or repaired as required by the Engineer at the Contractor’s own cost. Rejected paint which has been splashed or dripped on the surfacing, kerbs, structures or other such surfaces, shall be removed by the Contractor at his own cost, in such a way that the marking or split paint shall not show up again later. After the application of paint, it shall be protected against damage by

traffic or other causes. The Contractor is responsible at his own cost for the correction of the painting works damaged by the external means.

1507 Delineator Posts

(4) Erection and Painting

Delete last sentence of first paragraph and substitute with

“Delineator Posts shall be bedded into ground with concrete foundation of grade M10/40 as shown on the drawings”.

1511 Steel Crash Barrier

(2) Material

Add the following at the beginning of the first paragraph after “corrugated”: “or plain”

(C) Technical Specification for Steel Crash Barrier and Accessories Replace

“IRC 5-1988” cm by “IRC 119-2015” at end of the first paragraph Add the following at the end of the first paragraph:

“However, at the connection part between RCC Crash Barrier and W-Beam the spacing of the vertical post shall be as per drawing closer than 2 m”

Add followings new Clauses after “1511 Steel Crash Barrier”:

1512 Tubular Steel Pole

1513 Relocation/Re-erection of Electrical Works

1514 Passenger's Waiting Shelter at Bus stop

1512 Tubular Steel Pole

1. Description

- i. The steel tubing used in pole fabrication shall be of steel of any approved process possessing a minimum tensile strength of 42 Kg/sq. mm and a chemical composition of not more than 0.06% Sulphur and not more than 0.06% phosphorous.
- ii. The tubing diameter and tubing wall thickness shown in Table 1 for each length of pole are the minimum size to be used in fabricating each length of pole.
- iii. Tubular poles shall be made of welded tubes, swaged and joined together. The upper edge of each joint shall be chamfered at an angle of about 45-degree. The steel poles shall be composed of three sections of diminishing diameters and minimum diameter thickness and lengths of pole shall be as shown in Table 1. Steel Tubular pole street lights are of three types, viz double armed, single armed and dislocated double armed.
- iv. All tubes forming parts of the above supports shall be made from hot insulated seamless or continuously welded steel in accordance with BS 6323 or equivalent applicable Standards.

- v. The bottom section of the poles shall be galvanized with minimum coating of weight not less than 460-gm/-sqm internally and externally. The length of the bottom section including the base plate to be galvanized shall be as follows:

11 m pole	2.5 m
9 m pole	2.25 m
- vi. The remaining portion of the pole shall be painted with one coat of red oxide primer as specified in IS 2074-1997.
- vii. Each pole shall be provided with a steel top plate 3-mm minimum thickness welded to the end of the section. The top plate shall not project beyond the perimeter of the top section. Each pole shall also be provided with a welded base plate welded to the bottom of the pole.
- viii. The size of the base plate shall be as per governing standard.

2. Tolerance

The following tolerances shall be maintained:

- a. Tolerance of diameter: $\pm 1\%$
- b. Tolerance on weight: $\pm 7.5\%$ on each pole.
 $\pm 5\%$ on a bulk load.
- c. Tolerance on thickness: $\pm 10\%$ on each sheet.
- d. Straightness: The finished poles shall not be out of straightness by more than $1/600$ of the height.

3. Tests

The following test (s) shall be performed for the pole furnished.

- a. Tensile test and chemical analysis for sulphur and phosphorous
- b. Deflection test
- c. Permanent set test
- d. Drop test

List of testing equipment available with the manufacturer for final testing of equipment specified and the test plant limitation, if any, vis-à-vis the type, special, acceptance and routine tests specified in the relevant standards.

Table 15.1 Poles Specification

IS Designation	410SP- 52	410 SP-43	410 SP-31	410 SP-13
Overall Height	11 m	10 m	9 m	8 m
Planting Depth m	1.8	1.8	1.5	1.5
Sections Length, m				
Top (h1)	2.7	2.4	2	1.75
Middle (h2)	2.7	2.4	2	1.75
Bottom (h3)	5.6	5.2	5.0	4.5

Outside Diameter, mm				
Top (h1)	114.3	114.3	114.3	88.9
Middle (h2)	139.7	139.7	139.7	114.3
Bottom (h3)	165.1	165.1	165.1	139.7
Thickness, mm				
Top (h1)	3.65	3.65	3.65	3.25
Middle (h2)	4.5	4.5	4.5	3.65
Bottom (h3)	4.5	4.5	4.5	4.5
Approximate weight, Kg	175	160	147	101
Crippling load, kgf	307	348	367	301
Application , of load from top of pole, m	0.6	0.6	0.3	0.3

Must be supplied Along with standard Cross Arms and Bracings

Angles,

Pole Clamps, GALVANISED STEEL BOLTS, NUTS AND MISCELLANEOUS FASTENING COMPONENTS, TRANSFORMER PLATFORMS fabricated from hot-rolled channels, angles and steel members. The steel channels and angles for transformer platform shall be fabricated in accordance with Indian Standards IS: 226-1975 and IS-808-1964 or any revision thereof or other equivalent national or international standard provided that the resulting steel stock is of equal quality and strength. The minimum tensile strength of the steel shall be 4200 kg/cm². Existing Transformer shall be reused.

1513 Relocation/Re-erection of Electrical Works

This sub-clause cover the relocation/ re-erection of electrical works. The Contractor shall execute this works as per Nepal Electricity Authorities Specifications (Distribution System Construction Standard and Nepal Electrical Act-2049).

1514 Passenger's Waiting Shelter at Bus stop

(1) General

Passenger's Waiting Shed has been provided at bus stops with an aim of a comfortable environment with some protection and basic facilities during waiting periods for the passengers seeking transport service. These structures are constructed with steel frame support, Carbon Fiber UPVC roofing system, aluminum frame glass panels/walls with masonry seats for waiting passengers.

(2) Passenger's Waiting Shed

It comprises of 3'' dia medium black pipe frame, which support the 3mm Carbon Fiber UPVC roofing sheet. The foundations/base for the frame to be constructed as per drawing and design. The floor shall be of 100mm thick Plain Cement Concrete (Grade M15/20) with non-glazed tiles.

The seating bench base shall be made of 1st class brick masonry (1:4 c/s) and having cement plastered top. The size of seats shall be 500mm wide and back rest shall be of 400mm height. All fixtures shall be properly planed, polished and fitted at site as per drawing and instruction of the Engineer.

The construction of Passenger's Waiting Shed shall include supply, fabrication and installation of all components, fixtures at site all complete as indicated in the drawings. Testing of lighting system is also to be included in this item.

Construction of Passenger's Waiting Shed at various location with Person with Disabilities (PWDs) friendly design feature along the alignment as per Provided Standard Drawing and Specification of Department of Urban Development and Building Construction (DUDBC) all complete as per below

- Site clearance before and after completion of work including depositing the remaining construction materials & plants & making the site in working condition all complete as per drawing and specification.
- The site will be screened for E&S impacts and accordingly measures will be integrated in the design and during construction
- E/W in excavation for preparation of site and foundation work all complete at Ordinary Soil.
- Flat brick soling in foundation and floor including, leveling, etc. all complete
- Plain cement concrete PCC M10, (1:3:6) work in foundation and floors with cement, sand and crushed aggregate of up to 40mm size including mixing with mixture machine & compaction by vibrator, laying in line & level with curing all type of works complete as per specification & instruction
- Providing and laying Brick masonry work in cement mortar 1:4 in structure as per drawings and technical specification, all complete work.
- Plain cement concrete PCC M15 (1:2:4) for flooring with approved quality of O.P.C cement & sand and crushed stone aggregate including mixing, laying, punning, rubbing in hard surface curing etc all complete.
- 12.5mm thick cement sand plaster in (1:4) ratio on wall with good finish including supplying of approved quality of cement & sand, racking the joint, Chipping the concrete surface, wetting of surfaces & curing the work all complete as per the design, drawing and specification.
- Fabrication and fixing of black pipe tubular truss including primer paint. Black steel pipes possess excellent properties, including strength, durability, weldability, and resistance to high temperatures
 - Vertical Post (4"dia pipe)
 - Chord & Tie (2"dia pipe)
 - Struts (1.5"dia pipe)

➤ Purlins (1.5"dia pipe)

- Carbon Fiber UPVC roofing sheet 3mm thick including the cost of materials, labour fitting and fixing all complete job in proper shape & size with all necessary etc as per drawing & instruction all complete.

(3) Measurement and Payment

The Passenger's Waiting Sheds will be measured item wise. Payment for each items shall be made after the completion and testing of unit with all its components.

Renumber existing Sub-clause 2416 (5) b and c as 2416 (5) c and d and insert the following as clause 2416 (5) b

3202 Cement Concrete Pavement;

Add following in Specification clause number 3202 (3) C

For pavement construction on rural roads, it is recommended that the characteristic 28 day compressive strength should be at least 30 MPa and corresponding flexural loading shall not be less than 3.8 MPa (As per IRC SP-62).

Section 2900-Maintenance of Roads

Delete Clause 2910 "Performance Based Maintenance of Roads" and Substitute by following:

2910. Performance Based Maintenance (PBM) Works and Services

1. Overview of Performance Based Maintenance

1.1 Description

Performance Based Maintenance (PBM) Works and Services is designed to increase the efficiency and effectiveness of road maintenance operations by ensuring that the physical condition of roads is adequate for the needs of road users over the entire maintenance period of the contract.

Performance based maintenance works and services consists of two main elements:

- Output-based works that are specified, measured, and paid by the quantities of works completed and valued at BOQ unit rates and prices or at appropriate Day works rates, in the same way as in a conventional contract, and
- Performance-based works that are assessed qualitatively against service levels that describe the thresholds the Contractor is required to achieve and to be paid at a monthly payment rate. Monthly payments are reduced if the service levels are not maintained.

In this Contract, the output-based works consist of those works that are executed under the Emergency Works.

The performance-based works are the Maintenance Works which consist of all other activities not included under emergency and that are needed to ensure road assets attain the required Operational Service Levels (such as roadway clearing, pot hole patching, minor repairs to drainage structures, etc.) including the management needed to comply with the Contractor's obligations during the Maintenance Phase of the Works as defined in this PBM Specifications.

1.2 Required Services

Two groups of services are required: Management Services and Operational Services.

The Management Services include providing the information the Employer requires to manage the road asset during the Maintenance Phase of the Contract and to facilitate either the next tendering process or handover to the Employer, such as:

- Information on how the Contractor assures the quality of his services, manages the health and safety of his staff, manages emergencies, and manages traffic at the work site
- Contractor's work programs
- Regular progress reports
- Inventory updates and other data sharing requirements
- Maintenance history

The Operational Services include the activities needed to maintain the satisfactory condition of the road assets, to assure their durability, as well as to satisfy the road users riding comfort requirement.

The Maintenance works to be carried out by the Contractor on all roads covered by the Contract to meet the specified Operational Service Levels for the duration of the Maintenance Phase shall include:

- Providing management and working personnel as required
- Providing committed vehicles, equipment, materials, consumables, tools and any other resources necessary to carry out the Maintenance works
- Undertaking regular inspections, condition surveys, monitoring, identifying defects and reporting of the conditions of all roads under the Contract at the required frequencies
- Scheduling maintenance works to meet the required Operational Service Levels
- Providing effective traffic management for all works undertaken to ensure public safety and the safety of the Contractor's workforce
- Notifying the Employer where third parties are the cause of damage to the road assets
- Notifying the Employer immediately of any new or unusual events or circumstances affecting the road assets
- Executing repairs or remedial works to rectify the defects, damage or any deficiencies that are beyond the allowable thresholds and bring the road assets to specified Operational Service Levels
- Maintaining and submitting records of all the above works undertaken, as well as all reports and other documentation required in these Maintenance Specifications.

Activities involved in Maintenance Works include (but are not limited to):

- Vegetation Control on shoulders, ditches and right of way
- Shaping road shoulders as required to ensure water drains from road surface into ditches/drains

- Maintaining shoulders in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes
- Cleaning and clearing existing road surface and side drain to original line and level
- Cleaning and clearing existing pipe and box culverts
- Sealing cracks in the pavement
- Preparing surface for patching of potholes and cracks
- Providing, placing and compacting premix carpet/asphalt or other approved technology as approved by employer to the prepared potholes
- Repairing/restoring existing road safety features, masonry and concrete road structures
- Painting road markings and road structures, maintenance of traffic signs and clearing of tree branches to keep sight distance visibility at all times.
- Any other maintenance operation required to keep the road traffic worthy at all times during the maintenance period.

1.3 Contractor's Responsibilities

Besides the timely provision of management information to the Employer, the Contractor shall be responsible for defining, optimizing and carrying out in a timely manner the works which are needed to ensure the roads remain at or above the Operational Service Levels defined in the Contract. In doing this, the Contractor shall comply with local legislation, the Specifications, environmental and social regulations and E&S procedures..

1.4 Definitions

In addition to the terms defined in the Conditions of Contract, the following words and expressions shall have the meanings stated.

- “End Date of Maintenance Phase Works” means the date on which the maintenance works were completed in accordance with the Contract as stated in the Taking-Over Certificate issued for the Maintenance Phase of the Works.
- “Maintenance Phase Works” means the period of Performance Based Maintenance (PBM) for which maintenance of the road is to be executed by the Contractor after completion of the Construction Phase of the Works.
- “Implementation Unit” means the Contractor’s implementation unit established at site for the execution of maintenance activities with adequate staff tasked among other things to evaluate and report on the condition of the road as well as plan the necessary maintenance and rectification works. This Unit shall also act as the initial response unit in case of any emergency.
- “Monthly Payment Rate” means the monthly rate per kilometre of road included in the bills of quantities, payable to the Contractor for completed Performance Based Maintenance Works, subject to reductions as provided in the Contract.

- “Operational Service Level” means the level of usability of the road and its various assets as established by the prescribed allowable non-conformances, beyond which the road is considered as non-complying and requiring rectification works to be executed.
- “Reduction Rate” means the percentage rate of deduction applicable to the Monthly Payment Rate corresponding to any non-compliance with the prescribed Operational Service Levels described in this Special Provisions.
- “Response Time” means the number of calendar days or hours the Contractor is allowed to complete the necessary rectification works, after which payment reductions shall apply.
- “Start Date of Part - 2: Maintenance Phase Works” means the day after completion of Part - 1: Upgrading Phase of the Works.
- “Work Order” means an order issued by the Employer in response to the Contractor’s proposal for the execution of works under Emergency Works, which details the works required as well as the agreed time and cost.

2. General

2.1 Project Site

The project site is located as described in the Contract.

2.2 Scope of Services

The services to be provided by the Contractor include all activities required to maintain the Operational Service Levels and other outputs, or any other requirements of the Contract. They include the management tasks and physical works associated with the road assets as described in Sub-clause 1.2- Required Services.

2.3 Service Levels and Performance Criteria

Minimum road conditions and Service Levels are defined through output and performance measures, and these are used to define and measure the desired performance of the Contractor. The defined performance measures are thus the accepted minimum thresholds for the quality levels of the roads for which the Contractor is responsible. Operating Service Levels (OSL) for maintenance activities are provided in Table 2

The performance criteria cover all aspects of the contract and defined and objectively measurable. Criteria are defined at three levels:

(a) Road User Service and comfort Measures, expressed as:

- Roadway width
- Pot holes, Cracking, Rutting
- Vegetation control

- Visibility of road signs and markings
- Availability of each lane-km for use by traffic
- Response times to rectify defects that compromise the safety of road users
- Road accidents
- Drainage off the pavement

(b) Road Durability Measures, expressed as:

- Longitudinal profile
- Pavement strength
- The extent of repairs permissible before a more extensive periodic maintenance treatment is required
- Degree of sedimentation in drainage facilities

(c) Management Performance Measures, which define the information the Employer requires both to govern the asset during the term of the contract, and to facilitate ongoing maintenance after handover. Requirements include:

- Delivery of regular progress reports
- Inventory updates and other data sharing requirements
- Maintenance history.

2.4 Monitoring of Performance

Under the terms of the contract, the Contractor shall be responsible for the continuous monitoring and control of road conditions and Service Levels for all roads or road sections included in the contract. This is not only necessary to fulfil the contract requirements, but it is an activity which will provide the Contractor with the information needed to be able (i) to know the degree of his own compliance with Service Level requirements, and (ii) to define and plan, in a timely fashion, all physical interventions required to ensure that service quality indicators never fall below the indicated thresholds. The Contractor will not receive instructions from the Employer concerning the type and volume of road maintenance works to be carried out. Instead, all initiative rests with the Contractor who must do whatever is necessary and efficient to achieve the quality levels required.

Some emergency works are to be foreseen. Those are meant to remedy unexpected damage which occurs as a result of extraordinary natural phenomena, and which affect the normal use of the road network, or the safety and security of the users. For emergency works, the contract limits the responsibility of the Contractor, establishing that the Employer will approve execution of services and separate payment based on specific amounts proposed by the Contractor for each case, on the basis of volume of works executed at each time and using unit prices of similar items available in the contract, where applicable.

In order to be entitled to the monthly periodic LUMP SUM payments for the services the Contractor must ensure that the roads under contract comply with the specified service quality levels.

3. Requirements During Maintenance Phase

3.1 Implementation Unit

The Contractor shall establish an Implementation Unit staffed by at least Sub-Engineer level for the execution of maintenance activities and verify continuously the Contractor's degree of compliance with the required Operational Service Levels. The Contractor shall maintain at all times a detailed and complete knowledge of the condition of the road sections included in the Contract with all the information needed in order to efficiently manage and maintain the roads. The Contractor shall carry out, together with the Employer, the formal and scheduled inspections of Operational Service Levels.

3.2 Technical Specifications and Work Methods

The Maintenance Works shall be executed in accordance with the Technical Specifications for the Construction Phase Works, and these Special Provisions for Performance Based Maintenance Phase Works and/or any applicable Standards stated in the Technical Specifications.

In case of ambiguity or discrepancy within or among such documents the provisions of the Special Provisions for Performance Based Maintenance (PBM) Phase Works shall take precedence during the execution of the Maintenance Phase Works.

With the prior written approval of the Employer, the Contractor may introduce new materials and work methods as long as they provide a better quality of work.

3.3 Emergency Procedures and Contingency Plan

The Contractor shall prepare an emergency procedures and contingency plan which shall set out the roles, practices and procedures during specific types of emergency events likely to be associated with the closure of any section of the roads under this Contract. The emergency procedures and contingency plan must be agreed to by the Employer and any other stakeholders the Employer may identify.

The purpose of the emergency procedures and contingency plan is to ensure the safety of the Contractor's personnel and road users in case of any emergency and/or road closure. It shall include:

an effective communication and event recording system

- the name, contact number and specific duties of the Contractor's personnel nominated to respond to an emergency
- the contact number of other parties who need to be notified in cases of emergency, e.g. police
- detailed response procedures for all emergencies

- possible detour routes in the event of road closure

The initial emergency procedures and contingency plan shall be submitted to the Employer together with the Inception Report and must be updated annually. The Employer shall approve or reject the Plan within 14 days after submission by the Contractor. If rejected, the Contractor shall have 10 days to submit a revised emergency procedures and contingency plan.

3.4 Handover

In the final year of the Maintenance Phase Works, the Employer will thoroughly review the Contractor's activities and the Contractor shall correct all non-conformances prior to the date for Completion of the Maintenance Phase Works.

The review of activities will be undertaken in accordance with the Performance standards specified in the Operational Service Levels including, but not limited to, the following:

(a) Pavement Surface

A comprehensive check on the paved surfaces shall be carried out as a part of the handover procedure and ensure that the paved surfaces are free of potholes, cracking, rutting or edge failures.

(b) Embankment Slopes

Earth embankment slopes shall be in good condition at the time of handover with no significant erosions or deformities.

The Contractor shall ensure that existing and recently constructed or repaired embankment slopes are adequately maintained and properly vegetated. Special attention shall be paid to new constructions following any significant rainfall event and shall include re-vegetation with appropriate grass species. Any re-sowing of exposed earth embankments shall be with grass species that are able to readily establish but do not become invasive or difficult to maintain.

There shall be no visible signs of erosion to embankment slopes at any point in any the length of road submitted for handover.

(c) Causeways

Causeways shall be taken over as a part of the length of road in which they are located unless otherwise agreed with the Employer. Alternative arrangements for completion of causeways will only be agreed in exceptional circumstances.

At the time of handover, causeways shall be in good structural order and with, as a minimum:

- No ascertainable defects to concrete or steel elements
- Expansion joints- clean, sealed and with functioning drainage
- Wing walls and training walls in clean sound condition with no visible defects or erosion problems
- Clean and obstruction free water flow area
- All necessary erosion protection measures in place, functional and defect free
- All necessary safety elements in place, functional and defect free

- Road surface, sidewalks, kerbs, barriers to causeways and approaches in place, functional and defect free.

(d) Culverts

At the time of completion, all culverts shall be in good structural order and with, as a minimum:

- No ascertainable defects to any concrete elements
- All steel work, (handrails, guard rails, etc.) completely corrosion free and with approved paint systems applied and in good order
- Wing-walls, aprons and protection walls and associated structures in clean sound condition with no visible defects or erosion problems
- Stream bed clean and free flowing
- All necessary erosion protection measures in place, functional and defect free
- All necessary safety elements in place, functional and defect free
- Road surface, sidewalks, kerbs, barriers, guardrail in place, functional and defect free.

If any non-conformance has not been rectified by the Contractor to the satisfaction of the Employer, the cost of remaining rectifications shall be recovered from Retention, Performance Security, and/or any other moneys due or which may become due to the Contractor.

3.5 Contractor's Reports

(a) Inception Report

Within 14 days after the Start Date of the Maintenance Phase, the Contractor shall submit an inception report to the Employer. The report shall include the following:

- Initial condition survey: The Contractor's initial condition survey of the roads, structures and other appurtenances shall be attended by the Employer. The detailed results of the survey shall be recorded by the Contractor and submitted to the Employer for confirmation. The initial condition survey will establish a baseline of road conditions at the time of commencement of the Maintenance Phase.
- Video survey: The video survey shall be undertaken during daylight hours from the passenger's seat of a slow-moving vehicle with the camera aligned towards the centre of the road. Video shall also be taken of all bridges, major culverts and any other major structures to show the conditions of each structure from all angles. The Contractor shall complete and formally submit to the Employer two copies of the video record on DVD.
- Environmental, safety and social surveys: The environmental, safety and social surveys shall establish the issues existing prior to the commencement of the Maintenance Phase Works.
- Emergency procedures and contingency plan, Incident/accident reporting
- Detailed maintenance program in the format agreed with the Employer
- Other information as may be necessary.

The Employer shall confirm the accuracy of the initial condition survey within 14 days of receipt of the inception report. The Employer's opinion on the condition of any road asset or any item shall be final. Interim Payment Certificates will not be released until such time as the inception report is approved by the Employer.

(b) Monthly Progress Report

The Contractor shall submit monthly progress report for the Maintenance Phase Works in the format agreed with the Project Manager/ Employer shall include the following information:

- Contractor's Monthly Operational Service Level Inspection Report
- Monthly Evaluation Form for Compliance with Operational Service Levels
- Memorandum of Non-Compliance with Operational Service Levels – Based on Monthly Formal Inspections
- Memorandum of Non-Compliance with Operational Service Levels - Based on Informal Inspections
- Monthly Summary of Contractor's Rehabilitation / Rectification Works
- Report on Health and Safety Management, Environmental and Social Management, Emergency Procedures, incident/accident reporting, Labour working conditions/accommodations, GRM
- Summary of incident reports- Incident reports shall include the location and extent of all known damage and where applicable, the names of the persons and/or organization responsible for causing the damage. This information is required so that the Employer may be able to recover the costs associated with repairing the damage. It is expected that routine inspections will identify any obvious deficiencies that will generally result from vehicles, weather event damage, or willful damage by the public. All damage due to emergency incidents such as landslides, flooding or road accidents shall be reported in writing within 48 hours. All damage as a result of vandalism or theft shall be reported as soon as possible but not later than within one week of occurrence.
- Monthly work program (This program shall show the detailed locations and quantities of all works completed during the reporting period as well as those planned to be completed during the following month. The planned works shall be generally in accord with the detailed maintenance program).
- Any other information as the Employer may require from time to time.

(c) Structure Inspection Reports

Bridges/Retaining structures and other structures require a routine inspection and associated reporting to the Employer. The initial structure inspection report shall be submitted to the Employer within three months from the Start Date of the Maintenance Phase Works of the Contract and the following inspection reports shall be submitted every three months thereafter.

All damage to structures due to flooding or due to any emergency shall be informed to the Employer in writing within 48 hours of the event.

(d) Handover Report at the End of the Maintenance Phase

30 days prior to the due date for completion of the Maintenance Phase of the Contract, the Contractor shall deliver a handover report to the Employer. The purpose of the handover report is to provide a smooth transition to the next maintenance contract (Maintenance Mechanism) and ensure that the next maintenance contractor will be aware of any outstanding issues.

The handover report shall summarize any unresolved issues and shall include the most recent complete set of data on the roads covered by the Contract. The handover report shall also provide the following details:

- A schedule of outstanding defects or damage
- Any unresolved issues, especially those that may impact on the next contractor
- Details of any sensitive issues
- Any ongoing special monitoring or maintenance needs
- Outstanding measures or actions, status from the ESMP and their expected resolution timeline
- Information required in the Section “End of Contract Road Serviceability Requirements” of this specification.

(e) Report Submission

The reports with Service Level, Control Activity and tolerance permitted are tabulated below:

Table 1: Control of Reports

Item	Service Level	Control Activity	Tolerance Permitted
Inception Report	Submission within 14 days from commencement of the Maintenance Phase.	Review and comment /approval by Employer within 14 days after receipt of the report.	Modification must be completed within seven (7) days after the receipt of comments from the Employer.
Monthly Report	Submission within 10 days after end of each month. Report shall summarize activities carried out, progress, difficulties, updated work plan, etc.	Review and comment /approval by Employer.	Revision and resubmission must be completed within seven (7) days after receipt of comments from the Employer.
Structural Inspection Report	This report must initially be submitted within the first 3 months after the start of the Maintenance Phase and every six	Review and comment /approval by Employer.	Revision and resubmission must be completed within seven (7) days after receipt of comments from the Employer.

	months/ thereafter.	biannually		
Handover Report	Submission at least 30 days before completion of the Maintenance Phase.	Review and comment /approval by Employer.	Modifications to be completed and submitted within fifteen (15) days after receipt of comments.	

3.6 Control Framework

The Contractor is required to develop a Control Framework for the maintenance works incorporating, as a minimum, the elements outlined below. The Contractor shall prepare and submit the Quality Assurance Plan (QAP) for maintenance activities, including the supplementary plans: Health & Safety Management, Labour working conditions, Status of Environmental & Social Management Plan, GRM, and Emergency Procedures & Contingency for the approval of the Employer prior to commencement of the Maintenance Phase Works. These plans shall be updated, if required by the Employer when deficiencies are found in the execution of maintenance activities. Further, the Contractor shall submit Annual Maintenance Plan for the next fiscal year, at least 30 days prior to the start of each fiscal year for approval by the Employer.

(a) Contractor's Quality Assurance Plan (QAP)

The Contractor shall prepare a Quality Assurance Plan (QAP) which shall describe the systems, procedures and methods that will be used to deliver and monitor the maintenance works, in particular their compliance with the requirements of the Specifications

The QAP must include as a minimum a full description of the systems, procedures and methods that will be used to deliver and monitor the Level of Service measures and the documented procedures for at least the following:

- Procedures for inspection and/or testing the work to ensure compliance with the Specification requirements
- QAP implementation and internal controls
- Materials supply and delivery processes
- Recording, reporting and analysis of Data
- Document control and management of contract administration documents
- Emergency procedures and incident response plan
- Internal controls and responsibilities for addressing non-compliance

(b) Health & Safety Management Plan (HSMP)

The purpose of the Health and Safety Management Plan is to foster a responsible attitude towards occupational health and safety of labourers, community and staff and to comply with the provisions of the Environmental and Social Management Plan.

Because of the nature of the Services, the Contractor may occasionally be exposed to hazardous situations which could involve risk of various degrees of harm, to the contracting staff and/or the public.

Situations will arise when it is not practical to eliminate or isolate significant hazards. In these situations, the hazards must be minimized by ensuring that planned protection systems (e.g., equipment, clothing) are available and are actually used.

The Health and Safety Management Plan and community health and safety requirements must be always complied with by the Labourers/workers, Contractor's personnel and all subcontractors.

The Health and Safety Management Plan shall:

- i. Provide a safe working environment for all the labourers/workers, project/contractors staff.
- ii. Ensure the systematic identification of existing and new hazards on the work site(s)
- iii. Ensure the minimization of significant hazards, where elimination and isolation are both impractical
- iv. Ensure the provision and use of appropriate protective measures
- v. Include emergency procedures for dealing with accidental spillage, pollution or imminent danger
- vi. Ensure regular review and assessment of each hazard identified and monitor employees' exposure to these hazards
- vii. Ensure reporting and recording of work site safety incidents so health and safety problems can be addressed quickly and regularly. It is a requirement of this Contract that any such incident be reported promptly to the Employer.

(c) Environmental & Social Management Action Plan

The Contractor shall prepare activity wise Environmental and Social Management action Plan and get approval from concerned authority before implementation.

3.7 Operational Service Levels

The Operational Service Levels establish the satisfactory condition of road assets in terms of durability, riding comfort quality, usability and overall acceptability. Defects, damage or any deficiencies allowable within the established Operational Service Levels are considered to be the limit of tolerable thresholds. Deficiencies or imperfections beyond such thresholds shall be made good on or before the end of the prescribed Response Time.

The Operational Service Levels relate among other things to the conditions of the road, pavement, shoulder, drainage system, slope protection, road signs, pavement markers, other safety devices, vegetation control, as well as bridges, culverts and other structures.

Each Operational Service Level is defined together with the means of detection and measurement as well as the corresponding response times and payment Reduction Rates. The

payment Reduction Rates shall apply per calendar day and in the percentages of the Monthly Payment for Routine Maintenance of one kilometer of road for the respective month taking into consideration any adjustment for changes in cost.

Table 2: Tasks, Response Time and Reduction Rate

S.N	Tasks/ OSL Description	Method of Inspection	Response Time//Frequency of Operations/ Rectification Period (after identification of non-compliance or as specified otherwise)	Reduction Rate in Percentage ¹ of Monthly maintenance cost for each km section included in the bill of quantities
1	Usability (Availability of road for use by traffic): The Contractor must ensure that the road is always open to traffic and free of interruptions. Permitted exceptions are: • Lane closures following serious traffic accidents (not exceeding 4 hours after release of the accident site by Traffic Police), • Lane closures due to vehicle breakdown, • Restrictions on traffic flow needed to carry out scheduled works on the road by the Contractor, • Climate or weather- related events and/ or Natural disasters; and • Lane or road closures resulting from the direct instructions of the Traffic Police or other relevant authorities, in circumstances which are not the responsibility of the Contractor.	By driving on the road in a normal manner, utilizing a vehicle type that is similar to the vehicles typically used by road users. This requirement is not complied with if traffic lanes are partially or fully interrupted or blocked at any point. The requirement is complied with if the road with all its travel and turning lanes is fully open to traffic and usable as designed.	24 hrs (48 hrs in remote hill/ mountain areas).	8
2	Maintenance of bituminous surfaced road including filling potholes, crack sealing,	Visual inspection. Measuring shall be made by using a	30 days	36 (to be applied for each one km section that does

	repairing pavement edges, patch repairs, rutting repairs etc. as per Specifications. The road shall be free of potholes, cracks, rutting, etc. remaining within acceptable tolerance limits: Potholes (max. allowed diameter of any single pothole- 200 mm and max. allowed depth of any single pothole- 40 mm) and maximum number of potholes in one (1) km section- 6.	tape measure, ruler or straightedge, transparent ruler or calibrated steel probe.		not comply on the date of inspection and for each day during which the non-compliance persists after the specified Rectification period
3	Cleanliness of the pavement, shoulders, and Road Corridor <i>Cleanliness</i> refers to the <i>absence</i> of soil, debris, trash, rubbish, dead animals and other such objects when unclean conditions present a safety risk . The requirement is that the road and shoulder surface must always be “clean”.	Visual Inspection	No Rectification Period when unclean conditions present a safety risk . To be cleaned during patrol.	5 (to be applied for each one km section that does not comply and for each day during which the non-compliance persists)
4	Maintenance of shoulders: For paved/ sealed shoulders, the criteria of OSL 2 applies. For gravel or other type of shoulders, shoulders shall always be maintained free from drop offs from road carriageway or to the embankment (with allowable tolerance of 40 mm), without deformations or erosions in excess of 15 mm.	Visual Inspection	30 days	6
5	Embankment Slopes are maintained/ repaired to ensure that restoration of rain cuts or erosions or deformations are maintained ensuring safety of the roadway and embankment.	Visual Inspection	90 days	5
6	Drainage: The Contractor must ensure that all drainage elements are structurally sound, clean and without obstructions (due to sediment or debris) which may reduce their normal cross-section and impede the free flow of water. The obstructed area	Visual Inspection	(i) Within one month before the onset of rainy season (ii) During rainy season (from June to September): One time per week	15

	shall not exceed 20% of the theoretical cross-section. Also, erosion caused by runoff from drainage elements must be mitigated in order for (i) the structure itself to be protected against future structural failure and (ii) to avoid any significant damage and erosion to adjacent areas. Drainage elements include (but are not limited to), side drains, culverts, manholes, catch pits, flumes and outlets to subsoil drains.		(iii) Post-rainy season: as and when required based on inspections	
7	Road Signs/ furniture (in Nepali and English): All signs including Regularity, Warning, Information Signs and Hazard markers are in place, uniform intensity, clean, clearly visible during day and night.	Visual Inspection	General maintenance-monthly. Replacement of damaged/missing signs and proper positioning: within 14 days	5
8	Guard Rails/ Parapets/ Delineators/ Km Posts: must be present, visible, complete, clean, without corrosion, legible and structurally sound; surface painted.	Visual Inspection	General maintenance-monthly. Replacement of damaged/missing units and proper positioning: within 14 days	5
9	Vegetation Control: Cutting of branches of trees, shrubs and trimming of grass and weeds, etc. adjacent to road and keep the sightlines clear.	Visual Inspection	Removing vegetation obstructing signs and sightlines: every month	5
10	Removal of Landslides (less than 20 cu m per spot with unlimited number of spots): Fallen slope material must be removed (Visual Inspection for fallen slope material on shoulders or pavement)- Fallen slope material must be removed (<i>Removal of slides over 20 cum shall be part of emergency repair works</i>).	Visual Inspection	24 hours	10



Note: For June to September, Monthly quoted payment rate is multiplied by 1.5 multiplier factor whereas for remaining month 0.75 multiplier factor would be used for the payments.

Percentage provided in this column against an OSL activity is percentage of unit km-cost for maintenance for the applicable year specified in the bill of quantities for maintenance.

4. Verification of Operational Service Levels

In Performance Based Maintenance contracts, the Contractor is responsible to identify, plan and carry out the Works and Services to achieve and maintain the Operational Service Levels specified in this Special Provisions. Generally, the Contractor will not receive instructions by the Employer and/or Engineer of what to do when, where and how as in traditional maintenance contracts, except for Emergency Works or Day Works.

The role of the Employer/ Engineer is to enforce the contract by verifying compliance with the agreed Service Levels and Specifications.

The following procedures shall be followed in preparing compliance reports, verification, and payments.

(a) Monthly OSL Compliance Report

The Contractor shall prepare and submit Monthly Report to the Employer within 10 days of the following month showing Monthly Operational Service Level (OSL) Inspections, details of compliances and non-compliances with OSL, remedial actions taken, and record of maintenance and emergency works for each km-section, executed by the Contractor in the format approved by the Employer/ Engineer.

(d) Formal Inspections

Formal inspections are those scheduled in advance by the Employer and carried out by the Contractor under the supervision of the Employer. The main purpose of the formal inspections is to enable the Employer to verify the information on Maintenance Works provided by the Contractor in standard tables submitted as part of his monthly statement. The format of these tables shall be submitted for the Employer's approval prior to submission of the first monthly statement.

After receipt of the Contractor's monthly statement, the Employer will send a 48-hour advance notice informing the Contractor of his intention to carry out a formal inspection. The notice will indicate the date, time and location for commencement of the formal inspection. The Contractor shall attend the inspection as specified by the Employer and shall facilitate the inspection.

Formal inspections will normally be scheduled monthly at least once in two months (Bi-monthly frequency) within seven days from receipt of the Contractor's respective monthly statements. Depending on the maintenance performance, the Employer may carry out a formal inspection at the interval of one month.

At the conclusion of a formal inspection, the Employer will prepare a brief memorandum describing:

- the general circumstances of the site visit, including the date, road sections visited, list of attendees, etc.
- any non-compliances including environmental and social which have been detected
- the response time to rectify the non-compliances as per this Specification, or as otherwise determined by the Employer.

Based on the outcome of the formal inspection, the Employer will, within 21 days, review and correct as necessary the Contractor's monthly statement and issue the corresponding Interim Payment Certificate to the Contractor in accordance with the General Conditions of Contract. The response times within which rectifications of non-compliance on Operational Service Levels shall start on the day the non-compliance is detected and recorded.

Should the Contractor fail to participate in a formal inspection, having been requested to do so, then the determination of the Employer as to the nature and extent of the defects and/or the nature of any subsequent rectification thereof shall be final and binding.

(b) Formal Follow-Up Inspections

The Employer will schedule formal inspections for the follow-up site visits to verify if the Contractor has rectified the earlier non-compliances within the response times specified or determined by the Employer. The Contractor shall attend the follow-up site visits in a similar manner to the formal monthly inspections. Payment reductions shall be reflected in the Interim Payment Certificate of each month if Operational Service Levels are not attained within their respective response times.

(c) Informal Inspections

The Employer may carry out informal inspections of Operational Service Levels at anytime and anywhere on the roads included in the Contract. Any road section detected during informal inspections to be falling below the Operational Service Levels shall be advised in writing to the Contractor within 24 hours to enable the Contractor to execute the necessary rectifications within the response times specified in the Contract or as determined by the Employer. Where the Employer has identified defects in the course of an informal inspection he will carry out a further inspection to ascertain whether the defect has been rectified within the prescribed time limit.

Response times shall start when the Contractor received the written notice from the Employer. Payment reductions shall be reflected in the Interim Payment Certificate of each month if Operational Service Levels are not attained within their respective response times.

(d) Night Inspections

The Contractor shall conduct night inspections, if required by the Employer, to ensure that driving at night on the road is safe and signs are readily visible. A night inspection will provide the Contractor and the Employer with a different view of the road under night driving conditions which may highlight deficiencies that are not evident during daylight.

Night inspections shall identify defective or missing signs, delineators, guideposts, hazard markers, pavement markings and any potential hazards to the travelling public at night.

5. Measurement and Payment

All works and services performed under Maintenance are deemed to be covered and paid for Maintenance per kilometer at the rates indicated in the Bill of Quantities, which include all costs associated with Contract obligations not specifically provided for elsewhere, including (but without being limited to) the provision of insurances, security, implementing quality plan requirements, all social, environmental, safety and other requirements, conducting various inspections, surveys, etc.

The monthly payment shall be reduced if Operational Service Levels are not met within the prescribed response times at the applicable reduction rates (expressed as percentage of the cost per km-month of the applicable year) as provided in the Table 2 above. Reduction rate shall apply for every day of delay in completing the necessary rectification work starting from the expiration of the prescribed Response Time and shall continue until the rectification work is completed to the satisfaction of the Employer.

Payment shall be certified after completion of verification of Operational Service Levels described above.

6. Payment Reductions

In accordance with these Maintenance Specifications, payment reductions are applied in case of noncompliance with Operational Service Level requirements. Where the Contractor fails to complete Maintenance Works to the Operational Service Level within the response time, the Employer shall deduct moneys from payments due under the Contract from the monthly payment at the percentage reduction rates specified in Table 2, applicable for each km section where non-compliances have been identified. Deductions will continue to be made on a monthly basis until the work is satisfactorily completed.

If the Contractor has not rectified a non-compliance of an Operational Service Level within 100 days after the expiration of the respective Response Time, it shall be deemed a breach of the Contract and shall be dealt in accordance with the Contract

A monthly deduction is made when non-compliance for any Operational Service Level issued in the Memorandum from the Employer remains incomplete by the stated completion date. Whether the non-compliance for each Operational Service Level is a single defect or multiple defects within a set one-kilometer distance; the full kilometer is determined to be non-compliant for that Operational Service Level activity.

The cumulative non-compliances for the whole section of the road shall not exceed 60% of the total km-month cost of the road in any month. If such non-compliance exceeds this threshold, no payment shall be made for that for the entire section. If the cumulative non-compliances exceed 60% for the entire road section exceeds for two consecutive months, such situation shall be considered as fundamental breach by the Contractor, which shall be dealt in accordance with the provisions of the Contract.

The amount of the deduction shall not be repaid to the Contractor, even after the Contractor reestablishes the quality levels to the Operational Service Level required by the Contract.

7. Emergency Works

A. Description of Emergency Works

The Contract includes a Provisional Sum for Emergency Works to be executed during the Maintenance Phase of the Contract. Emergency Works are designed to repair damage to the roads caused directly by natural or manmade phenomena with consequences occurring either in the area of the roads or elsewhere, but with a direct impact on the roads. Such phenomena may include: tropical depression, rainfall and winds of extraordinary intensity and/or duration, major landslides within or outside the right-of-way, floods with water levels above normal maximum flood levels, earthquake, major accidents or similar events causing considerable damage to the road.

Damage requiring repair by Emergency Works can be generally described as:

- (i) Destruction of a culvert or other similar structure,
- (ii) Road washouts or other damage equivalent to more than 20 m³ of material on a road section of 500 meters length,
- (iii) Submersion of road along more than 100 meters length provided that the submersion is, in the opinion of the Employer, not the result of deficiencies in the drainage system or of insufficient maintenance of drainage structures, among others.

Eligible damage does not include “normal” damage, such as trees falling on the road, minor erosion of the road and embankments, and minor damage caused by traffic accidents, which shall be made good by the Contractor as part of Maintenance. Providing full support to the police and road users and arranging of signing and clean-up of the site or similar works as necessary are part of Maintenance Services.

B. Obligations of Contractor during Emergencies

During execution of Emergency Works the Contractor shall ensure that Operational Service Levels on all roads are maintained. In particular, the Contractor shall ensure the normal use of all roads including those sections affected by emergencies.

The Contractor shall take the measures necessary to reopen the road to traffic at the earliest possible time and maintain the road open during emergency works, without being entitled to any separate compensation for those measures.

C. Procedure for Requesting Emergency Works

When damage falling under Emergency Works results in a reduction of any of the Operational Service Levels specified in this Contract, the Contractor may make a formal request to the Employer to allow her/him to carry out Emergency Works to rectify that damage.

In such a case, the Contractor shall (i) immediately inform the Employer of her/his intention to do so by telephone, SMS or other means, (ii) document the circumstances of the event and the damage caused through photographs, video and other suitable means, (iii) prepare a written request stating the type of works s/he intends to carry out, their exact location, the estimated quantities and costs, the time required to complete the works and any other information as the Contractor may deem necessary. The request for Emergency Works shall be made immediately after the Contractor becomes aware of the existence of the damage.

Within 24 hours after receipt of the request, the Employer shall evaluate the request and issue a Work Order to carry out the Emergency Works. The Work Order shall specify the type of works, their estimated quantities, estimated valuation, and the time allowed for their execution.

D. Operational Service Levels

The Emergency Works shall comply with the requirements of the Technical Specification and/or applicable Standards and be subject to the Employer's approval. There is no individual Operational Service Level requirement for these works.

The Emergency Works are intended to assist the Contractor in bringing the road up to the required Operational Service Levels prescribed under Maintenance within the time frame allowed by the Employer in the corresponding Work Order.

Failure to bring the road to the required Operational Service Levels within the stated time frame shall result in reductions of the Monthly Payment Rate for Maintenance.

On completion of the Emergency Works the Contractor shall maintain the road under Maintenance.

The Contractor shall correct all non-conformances relating to Emergency Works as specified in the Work Order prior to the Time for Completion of Maintenance Phase.

E. Measurement and Payment

The quantities of completed Emergency Works shall be measured net on drawings or measured at Site, whichever is more appropriate as determined and approved by the Employer. Where required by the Employer, the Contractor must verify both quantity and quality of the completed works.

Valuation of the completed Emergency Works shall be as established in the corresponding Work Order issued by the Employer for the particular work using appropriate BOQ Unit Rates and Prices or Dayworks Rates if appropriate, and as provided in Provisional Sums.

List of Forms

RM 1: Contractor's Monthly Operational Service Level Inspection Report

RM 2: Monthly Evaluation Form for Compliance with Operational Service Levels

RM 3: Memorandum of Non-Compliance with Operational Service Levels – Based on Monthly Formal Inspections

RM 4: Memorandum of Non-Compliance with Operational Service Levels – Based on Informal Inspections

RM 5: Monthly Summary of Contractor's Rehabilitation / Rectification Works

Environmental and Social (ES) requirements

Sub-Clause/Clause No.	Sub-Clause/Clause	Remarks
4.6	Co-operation	Contractor shall cooperate in monitoring and conducting the environmental and social assessment.
4.8	Health and Safety Obligations	The OHS specialist should be hired by the contractors before the commencement of the civil works. The contractor will appoint the primary health officer who is responsible for providing primary health treatment to the labor groups and their staff. The details have been mentioned in the LMP that has already been disclosed on Department of Local Infrastructure's website(https://doli.gov.np/doligov/download-documents/environment-social/), which shall be followed.
4.18	Protection of the Environment	For transportation, handling, and storage of hazardous chemicals, contractors should follow the procedures as prescribed in the ESMP & IEE.
4.21	Security of the Site	Prepare, adopt, and implement a traffic management plan within and around the construction sites.
4.23 (c)	Archeological and Geological Findings	All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archeological, paleontological, historical, architectural or religious interest found on the site shall be placed under the care and custody of the Employer. The Contractor shall (a) take all reasonable precautions, including fencing off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and implement any other action consistent with the requirements of the Specification and relevant laws.

Sub-Clause/Clause No.	Sub-Clause/Clause	Remarks
6.2	Rate of Wages and Conditions of Labour	The minimum wage rate fixed by the Government of Nepal shall be provided to the laborers. There shall not be discrimination in wage rates for males and females in similar work. The national labor and employment law shall be followed.
6.5	Working Hours	The workers are expected to work according to their agreed plan and will have the flexibility of days and working hours as decided by the community's consensual decisions maintaining the provisions in the Labor Act 2017 and the World Bank’s ESF.
6.27	Training of Contractor’s Personnel	The E&S orientation, orientation on traffic and road safety, and emergency preparedness, OHS, incident/accident reporting, chance find procedure, HIV/AIDS, STIs and SEA/SH orientation.

Management and Safety of Hazardous Materials

The contractor shall implement measures and actions to control the safety of deliveries of hazardous material and storage, transportation, and disposal of hazardous material, and will implement measures to avoid or control community exposure to such hazardous material.

Resource Efficiency and Pollution Prevention and Management

- Resource efficiency**

The contractor shall specify the measures for improving efficient consumption of energy, water and raw materials, as well as other resources utilized during the commencement of civil works.

- **Energy:** The contractor shall adopt the environment, health, and safety guidelines (EHSG) of WB to optimize energy uses, to the extent technically and financially feasible, and shall apply and applicable measures to optimize energy measures.
- **Water:** The contractor shall adopt measures to the extent technically and financially feasible, that avoid or minimize the water uses so that it doesn’t have significant impact on the communities and the environment. In case of use of community water sources, the contractors should apply the appropriate mitigation measures.
- **Raw material:** The contractors shall adopt measures, to the extent technically and financially feasible, that minimize the use of raw materials from the vicinity of the

Section VII – Works' Requirements

project area and should follow the recommendation for material extraction as prescribed in the disclosed ESIA and C-ESMP with appropriate mitigation measures.

Pollution prevention and management

- **Management of air pollution:** The contractors shall apply alternatives and implement technically and financially feasible and cost-effective options to avoid or minimize the project-related air emission during operation as per the ESMP.
- **Management of hazardous and non-hazardous wastes:** The contractors shall avoid the generation of hazardous and non-hazardous wastes. The contractors shall apply measures to minimize the generation of waste, and apply techniques like reuse, recycle, and recover waste in a manner that is safe for human health and the environment, including storage, transportation, and safe disposal of hazardous wastes.
- **Management of chemicals and hazardous materials:** The contractors shall avoid or will minimize and use of chemicals and hazardous materials subject to national and international guidelines. The contractors shall consider the less hazardous substitutes where hazardous materials are intended to be used in the manufacturing process and other operations.

Biodiversity Conservation and Sustainable Management of Living Natural Resources

The contractors shall manage the living natural resources in a sustainable manner, through the application of good management practices, and available technologies that helps to minimize the potential impacts on local, nearby or ecologically linked habitats, bio-diversity and communities, including indigenous people and as per the procedures outlined in ESMF and ESMP. The contractors shall also manage the risk of invasive alien species during the execution of the works.

Section VII – Works' Requirements

Road Safety

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

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

During construction work special traffic management is required for the smooth flow of public traffic.

Payment for ES Requirements

The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In most cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items. For example, normally the cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic and road safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and SEA and SH awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.

Contractor's Representative and Key Personnel

[Note to Employer: The list of manpower shall be consistent with the manpower proposed in Section III – Evaluation and Qualification Criteria, 1.4 Contractor's Representative and Key Personnel]

[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract. Where a Project SEA risks are assessed to be substantial or high, the Employer shall include a Sexual Exploitation, Abuse and Harassment expert(s).]

Contractor's Representative and Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative		
2	Highway Engineer	<i>[e.g., degree in relevant subject]</i>	<i>[e.g. [years] working on road contracts in similar work]</i>
3	Pavement Engineer		
4	Structure Engineer / Geotechnical Engineer		
5	Material/Quality Control Engineer		
6	Environmental Specialist		
7	Operational, Health and Safety Specialist		
8	Social/GBV/SEA/SH Prevention Specialist		



Drawings

Hard copies of Drawings will be available for inspection at PPMU, Madhesh Province, Janakpur, from **August 20, 2026** to **October 6, 2026**. during office working hour.

It is recommended to go through the available Drawings before entering any rate in the Bill of Quantities.

Detailed Engineering Survey, Detail Design and Drawings
of
Kalaiya-Malahi Road (16.226 Km) of Bara District

VOLUME: III
DRAWINGS



Supplementary Information

Environmental and Social Management Plan (ESMP), Road safety Audit report and Initial Environmental Examination (IEE) of Kalaiya-Malahi Road (16.226Km) of Bara District (which will be part of the Contract Document)



PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions (GC)

Red Book:

© FIDIC 2017-2022. All rights reserved.

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

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

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC code : ISBN13 : 978-2-88432-084-9



Section IX - Particular Conditions

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

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	5%
Defects Notification Period	1.1.27	For Phase 1: Upgrading Works - 365 days (one year) For Phase 2: Performance Based Maintenance Works - Not applicable
Employer's name and address	1.1.31	<i>Provincial and Local Roads Improvement Program (PLRIP), Provincial Project Management Unit (PPMU), Janakpur, Dhanusha</i>
Engineer's name and address	1.1.35	To be named later
Time for Completion	1.1.84	Phase 1- Upgrading Works: 730 days Phase 2- Performance Based Maintenance Works: 1825 days (including Defects Notification Period for Phase 1)
Bank's name	1.1.89	International Development Association (The World Bank)
Borrower's name	1.1.90	Federal Democratic Republic of Nepal
Sections	1.1.73	<i>Not Applicable</i>
Electronic transmission system	1.3 (a) (ii)	E-mail can be used as electronic transmission for communication. The electronic transmission shall be deemed effective provided the original is hand delivered (against receipt) within a week.
Address of Employer for communications:	1.3(d)	<i>Provincial and Local Roads Improvement Program (PLRIP), Provincial Project Management Unit (PPMU), Janakpur, Dhanusha</i>
Address of Engineer for communications:	1.3(d)	To be notified later
Address of Contractor for communications:	1.3(d)	Address of successful Contractor shall be incorporated at the time of contract.
Governing Law	1.4	Law of Nepal
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance

Conditions	Sub-Clause	Data
Number of additional paper copies of Contractor's Documents	1.8	3 (Three)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	<i>The Product of 1.15 times the Accepted Contract Amount</i>
Site	1.1.74	<i>Upgradation work of Kalaiya -Malahi Road of Bara district (Ch. 0+000 To 16+226)</i>
Time for access to the Site	2.1	<i>The right of access to the site: At Commencement Date. However, the possession to site shall be given in stages as below: 70% of site at Commencement Date and remaining 30% of site within 3 months from the commencement date.</i>
Engineer's Duties and Authority	3.2	All Variations resulting in an increase of the Accepted Contract Amount shall require written consent of the Employer. <u>Modify the first paragraph of Special Provision as under:</u> 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 5.1: Approving sub-contracting (b) Sub-Clause 8.5: Extension of Time for Completion (c) Sub-Clause 10.1: Taking Over the Works and Sections (d) Sub-Clause 12.3: Fixing a new rate or price (e) Sub-Clause 13.1: Right to vary - instructing a variation, except in an emergency situation as determined by the Engineer 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.
Cyber security- Contractor's obligations	4.1	<i>Not Applicable</i>
Performance Security	4.2	The Performance Security will be in the form of a "demand guarantee" in the amount(s) of 8 percent

Conditions	Sub-Clause	Data
		of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. The Contractor shall prepare following two separate performance securities: - One with the value of 6% of the Accepted Contract Amount having validity period up to the completion of Defect Notification Period of Phase 1 (Upgradation/Construction Work) plus 28 days; and - Another with the value of 2% of the Accepted Contract Amount having validity period up to issue of the Performance Certificate of Phase 2 plus 28 days. If the Performance Security is issued by a bank located outside Nepal, it shall be counter guaranteed by a commercial bank established in Nepal.
Environmental and Social (ES) Performance Security	4.2	Not Applicable
Contractors Representative	4.3	
Period for notification of errors in the items of reference	4.7.2 (a)	28 Days
Period of payment for temporary utilities	4.19	Not Applicable
Number of additional paper copies of progress reports	4.20	3 (Three)
Cyber security	4.20	<i>Not Applicable</i>
Cyber security-immediate reporting	4.20	<i>Not Applicable</i>
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	25%
Parts of the Works for which subcontracting is not permitted	5.1(b)	<i>Not Applicable</i>
Engagement of Staff and Labour	6.1	The Contractor shall allocate not less than 30% of the total labour cost under the contract to the

Section IX – Particular Conditions of Contract

239

Conditions	Sub-Clause	Data
		employment of local Contractor's Personnel (local labour) with appropriate skills and experience.
Normal working hours	6.5	Normal working hours shall be 8 hours a day.
Number of additional paper copies of program	8.3	<u>3 (Three)</u>
Delay damages payable for each day of delay	8.8	Phase 1: Upgrading Work: 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. Phase 2: Performance Based Maintenance Works: Provisions of Special Specifications apply for PBM for deductions on monthly payments for failing to fulfil the maintenance standards defined in the specifications
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.
Method of measurement	12.2	In accordance with the Specifications and Bill of Quantities
Percentage profit	12.3	<i>As stated under 1.1.20 above</i>
Cyber security- Variation	13.3.1 (a)	<i>Not Applicable</i>
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	5 %

Conditions	Sub-Clause	Data
Total advance payment	14.2	The Advance Payments shall be 15% (fifteen percent) of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable excluding provisional sums, Value Added Tax and contingencies. The Engineer shall issue Advance Payment Certificate in accordance with GCC Sub-clause 14.2.2. and the advance payment shall be paid as mentioned below in two installments a) 1st instalment: 10% shall be paid upon submission of separate unconditional bank guarantees issued by Class A commercial bank for each currency. If the bank guarantees are issued by a bank located outside of Nepal, the guarantees shall be counter-guaranteed by Class A commercial bank located in Nepal. b) 2nd instalment: 5% shall be paid after the Contractor's mobilization at the site as mentioned below and by submission of separate unconditional bank guarantee issued by Class A commercial bank for each currency. If the bank guarantees are issued by a bank located outside of Nepal, the guarantees shall be counter guaranteed by Class A commercial bank located in Nepal: i) Establishment/Arrangement of Engineer's site office, Contractor's site office, site laboratory, Labor Camp and Stockyard, as defined under Section VI. ii) Mobilization of Personnel and Equipment as per approved work program. iii) Commencement of pre-construction surveys and setting out.

Conditions	Sub-Clause	Data
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 20 % (b) percentage deductions for the repayment of the Advance Payment 25% <i>[provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment]</i>
Period of payment	14.3	Monthly (Subject to GC 14.6.2). However, certified monthly measurement records shall be maintained for price adjustment purpose.
Number of additional paper copies of Statements	14.3(b)	Two (2)
Percentage of retention	14.3(iii)	5%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%
Plant and Materials	14.5(b)(i)	Not Applicable
	14.5(c)(i)	Not Applicable
Minimum Amount of Interim Payment Certificates	14.6.2	3 % of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	Not Applicable
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	28 days

Conditions	Sub-Clause	Data
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	2%
Number of additional paper copies of draft Final Statement	14.11.1(b)	One paper-original, one electronic copy and additional 2 paper copies.
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	As per GCC Climatic conditions reasonably foreseeable by an experienced contractor as of the Base Date.
Permitted deductible limits	19.1	Deductible limit for the Works: 5% of Claim Amount subject to minimum of NRs. 0.5 million Deductible limit for liability for breach of professional duty: Not applicable Deductible limit for fitness for purpose (if any is required): Not Applicable Deductible limit for damage to property: NPR. 1,00,000 Deductible limit for injury to persons and injury to employees: Not Applicable other insurances required by Laws and by local practice:
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	15%
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	i) Natural Catastrophes (Act of God) (ii) Earthquake (iii) Flood (iv) Landslide (v) Force Majeure

Conditions	Sub-Clause	Data
Extent of insurance required for Goods	19.2.2	Not Applicable
Amount of insurance required for Goods		Not Applicable
amount of insurance required for liability for breach of professional duty	19.2.3(a)	Not Applicable
Insurance required against liability for fitness for purpose	19.2.3(b)	Not Applicable
Period of insurance required for liability for breach of professional duty	19.2.3	Not Applicable
Amount of insurance required for injury to persons and damage to property	19.2.4	The minimum amount of third party insurance shall be NRs 10 (Ten) Million per occurrence for the damages to the property, with unlimited number of occurrences. The minimum amount of third-party insurance for personal injury or death shall be NRs 10 (Ten) million per occurrence and a sub-limit of NRs 1 (One) million per person, with unlimited number of occurrences.
Other insurances required by Laws and by local practice (give details)	19.2.6	Not Applicable
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One Members
List of proposed members of DAAB	21.1	Proposed by Employer <i>[Attach CVs to the bidding document and the Contract]</i> 1. Mr. Ajit Kumar Mishra Proposed by Contractor <i>[Attach CVs to the Contract]</i> 1.

Conditions	Sub-Clause	Data
Rules of arbitration	21.6(a)	Replace 21.6 (a) as following: International arbitration shall be: (i) Conducted in accordance with the rules of SIAC (ii) Singapore International Arbitration Centre (SIAC) shall be the institution to administer the arbitration. For International arbitration: The place of arbitration shall be confirmed at the time of award of contract. Domestic Arbitration shall be: According to Arbitration Act 2055(1999), Nepal. For Domestic arbitration: The place of arbitration hearing shall be Kathmandu, Nepal.
	21.6 (b)	Sub-Clause 21.6(b) of PART B – Special Provisions “ <i>shall</i> ” apply.
Place of arbitration	21.6(a)	<i>To be Indicated at the time of award of contract</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)

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

Part B - Special Provisions

Sub-Clause 1.1.49

The Sub-Clause is replaced with:

Laws

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

Sub-Clause 1.1.74

The Sub-Clause is replaced with:

Site

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

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

Sub-Clause 1.1 89 Bank

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

Sub-Clause 1.1.90

Borrower

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

Sub-Clause 1.1.91

ES

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

Sub-Clause 1.1.92

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

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

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

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

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

Sub-Clause 1.2

Interpretation

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

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

“he/she” is replaced with: “it”;

“him/her” is replaced with “it”;

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

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

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

sub-paragraph (k) is added:

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

Sub-Clause 1.5

Priority of Documents

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

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

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

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

and the list renumbered accordingly.

Sub-Clause 1.6

Contract Agreement

The last paragraph is replaced with:

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

Sub-Clause 1.12

Confidentiality

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

“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

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

Sub-Clause 1.17

Inspections & Audit by the Bank

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

“Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by 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

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.”

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 Program).

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

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

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

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

Sub-Clause 3.1

The Engineer

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

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

Sub-Clause 3.2

Engineer's Duties and Authority

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

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

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



Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Sub-Clause 3.3

**Engineer's
Representative**

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

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

Sub-Clause 3.4

**Delegation by the
Engineer**

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

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

Sub-Clause 3.6

**Replacement of the
Engineer**

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

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

Sub-Clause 4.1

**Contractor's General
Obligations**

The following is inserted after the paragraph “The Contractor shall execute the Works...”:

“The Contractor shall not post and shall ensure that its Subcontractors/ suppliers/ manufacturers and Contractors' Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site.”

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

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

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

“The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to

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

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

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

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

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

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

Section IX – Particular Conditions of Contract

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

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

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

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

Sub-Clause 4.2

Performance Security and ES Performance Security

The first paragraph is replaced with:

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

In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance

Section IX – Particular Conditions of Contract

Security and, if applicable, an Environmental and Social (ES) Performance Security”:

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer’s Liability;

15.2- Termination for Contractor’s Default;

15.5- Termination for Employer’s Convenience.

Sub-Clause 4.2.1

Contractor’s obligations

The first paragraph is replaced with:

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

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

Sub-Clause 4.2.2

Claims under the Performance Security

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

Sub-Clause 4.2.3

Return of Performance Security

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

Sub-Clause 4.3

Contractor’s Representative

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

Sub-Clause 4.6

The following is added after the first paragraph:

Co-operation

“The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.”

Sub-Clause 4.8

The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):

Health and Safety Obligations

“

- (h) provide health and safety training to Contractor’s Personnel as appropriate and maintain training records;
- (i) actively engage the Contractor’s Personnel in promoting understanding, awareness and sensitization methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, and provision of personal protective equipment without expense to the Contractor’s Personnel;
- (j) put in place workplace mechanism for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (k) Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor’s Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

- (m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.”

The second and third paragraphs are replaced with the following:

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

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

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

- (a) which shall include at a minimum:
 - (i) the procedures to establish and maintain a safe working environment for all the labourers, project/contractors staff 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) This includes clean and well-ventilated accommodation with a habitable temperature, supplied with clean potable water, and separate toilets for males and females at a minimum.
 - (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 4.15

Access Route

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

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

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

Sub-Clause 4.18

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

Protection of the Environment

“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 and environment resulting from pollution, noise, and other results of the Contractor’s operations and/ or activities.

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

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

Sub-Clause 4.20 Progress Reports

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

The following paragraph is added prior to the paragraph starting with: “However, nothing stated...”: “Unless otherwise stated in the Contract Data, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.”

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

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

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

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

Sub-Clause 4.21

Security of the Site

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

"Sub-Clause 4.21 Security of the Site

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

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

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

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

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

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

Sub-Clause 4.23

Archaeological and Geological Findings

The first paragraph is replaced with the following:

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

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

Sub-Clause 4.24

Suppliers (other than Subcontractors)

4.24.1 Forced Labour

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

4.24.2 Child labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the

supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.3 Serious Safety Issues

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

4.24.4 Obtaining natural resource materials in relation to supplier

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

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

Sub-Clause 4.25 Code of Conduct

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

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

Section IX – Particular Conditions of Contract

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

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

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

Sub-Clause 5.1 Subcontractors

The following is added at the beginning of the second paragraph.

"The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.25 above."

The following is added after the first sentence of the fourth paragraph: "The Contractor's submission to the Engineer shall also include such a Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors."

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

"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under 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

In sub-paragraph (c):

Objection to Nomination

“and” is deleted from the end of (i);

“.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*].”

Sub-Clause 6.1

Engagement of Staff and Labour

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

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

As specified in the Contract Data, the Contractor shall employ local labour with appropriate skills and experience. Local labour excludes Contractor’s foreign personnel.”

Sub-Clause 6.2

Rates of Wages and Conditions of Labour

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

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

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

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

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

Sub-Clause 6.5 Working Hours

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

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

Sub-Clause 6.6 Facilities for Staff and Labour

The following is added as the last paragraph:

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

Sub-Clause 6.7 Health and Safety of Personnel

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

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

Sub-Clause 6.9 Contractor's Personnel

The Sub-Clause is replaced with:

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

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

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

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

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

Sub-Clause 6.10

Sub-Clause 6.10(a) is replaced with the following:

Contractor's Records

"Occupations, actual working hours for each class and skill category of Contractor's Personnel including identifying those engaged through local labour."

Sub-Clause 6.12

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

Key Personnel

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

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

Sub-Clause 6.13

The Contractor may bring into the Country foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure

Foreign Personnel

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/local community, 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 all labour at the Site. The records shall include the name, age, gender, hours worked, category of skill (i.e. skilled, semi-skilled or unskilled), wages paid to all workers, and whether they are local labour as specified in Sub-Clause 6.1. These records shall be submitted to the Engineer on a monthly basis. The Employer will use the records to submit periodic reports to the Bank on local labour engagement. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

Sub-Clause 6.24

Workers' Organisations

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

mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

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

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

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

Sub-Clause 6.26**Contractor's Personnel Grievance Mechanism**

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks, and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.27

Training of Contractor's Personnel

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

Sub-Clause 7.3 Inspection

The following is added in the first paragraph after "Employer's Personnel" "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)"

The following is added as (b) (iv):

"(iv) carryout environmental and social audit, and"

Sub-Clause 7.7

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;

Section IX – Particular Conditions of Contract

- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

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

Sub-Clause 8.3

The following is added as Sub-Clause 8.3(l):

"Engagement plan for local labour, taking into account the order in which the Contractor intends to carry out the works as described under Sub-Clause 8.3(c)".

Sub-Clause 11.7
Right of Access after Taking Over

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

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

Sub-Clause 13.3.1
Variation by Instruction

Subparagraph 13.3.1 (a) is replaced with: "a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information

to enable assessment of cyber security risks as specified in the Contract Data.”

Sub-Clause 13.4
Provisional Sums

The following is inserted as the penultimate paragraph:

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

Sub-Clause 13.6
Adjustments for Changes in Laws

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

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

Sub-Clause 14.1
The Contract Price

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

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



Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise, the security shall be called in the full amount remaining."

Sub-Clause 14.2.1

**Advance Payment
Guarantee**

The first paragraph is replaced with:

"The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form acceptable to the Employer."

Sub-Clause 14.3

**Application for Interim
Payment**

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

Sub-Clause 14.6.2

**Withholding (amounts in)
an IPC**

"and/or" from subparagraph (b) is deleted.

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

"(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);
- (d) if the Contractor fails to materially comply with the Contractor's Local Labour Method Statement, an assessed amount, as determined by the Engineer, may be withheld until such an obligation has been met."

The following is added as penultimate paragraph: "As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed."

Sub-Clause 14.7 Payment

At the end of sub-paragraph (b): "and" is replaced with "or" and the following inserted as (iii):

- "(iii) at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is

Section IX – Particular Conditions of Contract

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

Section IX – Particular Conditions of Contract

issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security.”

Sub-Clause 14.15
Currencies of Payment

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

Sub-Clause 15.1
Notice to Correct

“and” is deleted from (b) and

“.” is replaced by: “; and” in (c).

The following is then added as (d)

“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”

In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”

Sub-Clause 15.2.1
Notice

Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”

Sub-Clause 15.8
Fraud and Corruption

The following new Sub-Clause is added:

“ 15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.

15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.”

Sub-Clause 16.1

The following paragraph is inserted after the first paragraph:

Suspension by Contractor

“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

Sub-paragraph (j) is deleted in its entirety.

Notice

At the end of sub-paragraph (i): “; or” is replaced with: “.”
sub-paragraph (f) is replaced with:

“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

Sub-Clause 16.2.2

The following is added at the end of Sub-Clause 16.2.2:

Termination

“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

“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**

After the two instances of “Goods” in the last paragraph, the following is added: “Employer- Supplied Materials”.

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

Sub-Clause 17.7**Use of Employer’s Accommodation/Facilities**

The following Sub-Clause is added as 17.7:

“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.”

Sub-Clause 18.1**Exceptional Events**

Sub-paragraph (c) is substituted with:

“(c) riot, commotion, disorder, or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”

Sub-Clause 18.4**Consequences of an Exceptional Event**

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

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

Sub-Clause 18.5**Optional Termination**

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

Sub-Clause 19.1**General Requirements**

The following paragraphs are added after the first:

“Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any)



agreed by both Parties before the date of the Letter of Acceptance.

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

Sub-Clause 19.2
insurance to be provided
by the Contractor

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

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

Sub-Clause 19.2.5
Injury to employees

The second paragraph is replaced with:

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

Sub-Clause 20.1
Claims

In a): "any additional payment" is replaced with "payment".

Sub-Clause 20.2
Claims for Payment
and/or EOT

The first paragraph is replaced with:

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

Sub-Clause 21.1
Constitution of the DAAB

In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of DAAB Agreement."

After the second paragraph insert the following paragraph: "If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor."

Sub-Clause 21.2
Failure to Appoint DAAB
Member (s)

For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]" is replaced with: "within 42 days from the date the Contract is signed by both Parties"

**Sub-Clause 21.6
Arbitration**

In the first paragraph, “unless otherwise agreed by both Parties:” is deleted and replaced with: “The Parties agree:”

**Sub-Clause 21.6
Arbitration**

In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:

“arbitration. Arbitration shall be conducted as follows:

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

Appendix- General Conditions of DAAB Agreement

1. Definitions

In Sub-Clause 1.8 a(i): “authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative or authorised representative of the Employer”.

2. General Provisions

Sub-Clause 2.2 is deleted in its entirety.

3. Warranties

Sub-Clause 3.3 is deleted and replaced with the following:

“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:

- a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;
- b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;
- c) has received formal training as an adjudicator from an internationally recognized organization;

Section IX – Particular Conditions of Contract

- d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
- e) has experience in the interpretation of construction and/or engineering contract documents;
- f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and
- g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."

7. Confidentiality

In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b), and the following added:

"or (d) is being provided to the Bank."

9. Fees and Expenses

In Sub-Clause 9.1 (c): "business class or equivalent" is replaced with: "in less than first class".

In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences respectively.

Particular Conditions

Part C- Fraud and Corruption

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

1. Purpose

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

2. Requirements

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

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

Section IX – Particular Conditions of Contract

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner¹; (ii) to be a nominated ² sub-contractor, consultant, manufacturer or supplier, or service provider

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

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



Section IX – Particular Conditions of Contract

of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.]

Metrics for regular reporting:

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

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

- reports to environmental and/or social specialist/construction/site management;
and
- (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution, and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - (i) Worker grievances;
 - (ii) Community grievances
- l. *Traffic, road safety and vehicles/equipment:*
 - (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done):*
 - (i) dust: number of working bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

Section IX – Particular Conditions of Contract

- (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

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



Particular Conditions

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

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

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

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

Contract reference *[insert contract reference]*

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

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ☐ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. ☐ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
<i>[If (d) or (e) above are applicable, provide the following information:]</i>
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above)



Section IX – Particular Conditions of Contract

289

Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (as per (e) above) <i>[attach details as appropriate]</i>. _____ _____ _____

Name of the Subcontractor _____

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

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section X - Contract Forms

Table of Forms

Notification of Intention to Award292

Beneficial Ownership Disclosure Form296

Letter of Acceptance298

Contract Agreement299

Performance Security Option 1: Demand Guarantee301

Performance Security Option 2: Performance Bond303

Environmental and Social (ES) Performance SecurityError! Bookmark not defined.

Advance Payment Security305

Retention Money Security307

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *Provincial and Local Roads Improvement Program (PLRIP)*

Contract title: *[Upgrading works of Kalaiya-Malahi Road of Bara District]*

Country: *[Nepal]*

Loan No. /Credit No. / Grant No.: *[P171836 (Loan)]*

RFB No: *[PLRIP/MADHESH/BARA/W/ICB/UG/02/081-82]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
-------	---

Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bidder]</i>
Total combined score:	<i>[insert the total combined score of the successful Bidder]</i>

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

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

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

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on ***[insert date]*** (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* **(local time)**.

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* ***delete if not used***

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

-
1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process and is the recipient of a Notification of Intention to Award.
 2. The complaint can only challenge the decision to award the contract.
 3. You must submit the complaint within the period stated above.
 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

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

RFB No.: [insert number of RFB process]

Request for Bid No.: [insert identification]

To: [insert complete name of Employer]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first),			

<i>nationality, country of residence]</i>			
---	--	--	--

OR

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

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

OR

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

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

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

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

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

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

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

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

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



Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the addenda Nos _____ (if any);
 - (d) the Particular Conditions;
 - (e) the General Conditions;
 - (f) the Specification;
 - (g) the Drawings; and
 - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
 - i. the ES Management Strategies and Implementation Plans;
 - ii. Code of Conduct for Contractor’s Personnel (ES); and
 - iii. Local Labour Method Statement.



Section IV. Bidding Forms

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security Option 1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

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

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

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

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

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.

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."



[signature(s)]

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

Performance Security Option 2: Performance Bond

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.



Section IV. Bidding Forms

304

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

-Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

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

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

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

Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

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

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

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

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

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

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



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

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

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

[signature(s)]

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

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