



THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF TRANSPORT & HIGHWAYS
ROAD DEVELOPMENT AUTHORITY



**KANDY MULTIMODAL TRANSPORT TERMINAL
DEVELOPMENT PROJECT**

FUNDED BY
WORLD BANK

**REQUEST FOR PROPOSAL
(Single Stage Two Envelope)**

For

**DESIGN AND CONSTRUCTION OF KANDY MULTIMODAL
TRANSPORT TERMINAL**

RFP NO.: RDA/WB/KMTT /ICB/W/01

Volume 1		<u>Part 1 Request for Proposal Procedures</u>
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October 2022

Request for Proposals Works

**Design and Build
(Single-Stage Two Envelope)**

**Procurement of a Contractor for
Design and Construction of Kandy Multimodal
Transport Terminal**

RFP NO.: RDA/WB/KMTT /ICB/W/01

Volume 05 of 05

Employer : Road Development Authority
Project : Kandy Multimodal Transport Terminal Development Project
Contract Title : Design and Construction of Kandy Multimodal Transport Terminal
Country : Sri Lanka
Credit No. : 6623-LK(CONCESSIONAL CREDIT) &
6624-LK(NON CONCESSIONAL CREDIT)
RFP NO. : RDA/WB/KMTT /ICB/W/01
Issued on : 01.10. 2022

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PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS (GC)

Yellow Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor (“Yellow book”) Second edition 2017” 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 Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor” 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

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SECTION IX - PARTICULAR CONDITIONS (PC)

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.

Particular Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Base Date	1.1.4	the date 28 days before the latest date for submission of the Tender.
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	730 days
Employer's name and address	1.1.30	Road Development Authority 1 st Floor, Maganeguma Mahamedura, 216, Denzil Kobbekaduwa Mawathe, Battaramulla, Sri Lanka
Engineer's name and address	1.1.35	to be nominated and notified by the Employer
Sections	1.1.76	No Sections defined
Site	1.1.77	As identified in the Section VII - Employer's Requirement – Site Information
Time for Completion	1.1.86	1,095 days
Bank's name	1.1.91	The International Development Association (IDA)
Borrower's name	1.1.92	The Government of Democratic Socialist Republic of Sri Lanka
Milestones	1.1.95	No milestones defined
Electronic transmission system	1.3 (a) (ii)	Emails and facsimile will be accepted except for Notice of Dissatisfaction, Statements and Claims.

Conditions	Sub-Clause	Data
Address of Employer for communications:	1.3(d)	Kandy Multimodal Transport Terminal Development Project, Road Development Authority, Embilmeegama, Pilimathalawa
Address of Engineer for communications:	1.3(d)	To be notified later
Address of Contractor for communications:	1.3(d)
Governing Law	1.4	The Laws of Democratic Socialist Republic of Sri Lanka
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	Within 35 days from the receipt of Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	03 (three)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	115% of the Accepted Contract Amount
Time for access to the Site	2.1	Not later than the 7 days prior to the Commencement Date.

Engineer’s Duties and Authority	3.2 (a) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 01% shall require written consent of the Employer.
Performance Security	4.2	<p>The performance security shall be in the form of an unconditional on-demand bank guarantee in the amount(s) of 8 % of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>The Performance Security shall be issued by a bank as follows. The Contractor shall strictly adhere to the format.</p> <ul style="list-style-type: none"> a. a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or b. a bank located in another eligible country but either (i) the guarantee “confirmed” by a corresponding commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or (ii) the “counter guarantee” issued by a corresponding commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka
Environmental and Social (ES) Performance Security	4.2	<p>An Environmental and Social Performance Security shall be provided. The ES Performance Security will be in the form of an “unconditional on demand bank guarantee” in the amount(s) of 2% (two percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>The ES Performance Security shall be issued by a bank as follows, The Contractor shall strictly adhere to the format.</p> <ul style="list-style-type: none"> a) a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka; or b) a bank based in another eligible country but the guarantee “confirmed” by a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka

Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	4.4(a)	25 %
Parts of the Works for which subcontracting is not permitted	4.4(b)	None
Period for notification of errors in the items of reference	4.7.2	28 days
Number of additional paper copies of progress reports	4.20	06 (Six)
Normal working hours	6.5	From 8 a.m. to 5 p.m. from Monday to Friday From 8 a.m. to 1 p.m. on Saturdays
Number of additional paper copies of program	8.3	03 (Three)
Amount to be withheld for delay in submitting initial programme / revised programme	8.3	LKR 10 million (or equivalent in the foreign currencies)
Delay damages payable for each day of delay	8.8	0.1% of the Accepted Contract Amount, less Provisional Sum for DAAB.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less Provisional Sum for DAAB.
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	15%
Total Advance Payment	14.2	The total advance payment shall be 20% of the Accepted Contract Amount excluding Provisional Sums and will be paid in two (02) equal installments in the currencies and proportions in which the Accepted Contract Amount is payable.

Advance Payment Guarantee	14.2.1	The Advance Payment Guarantee shall be issued by commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka or a bank based in another eligible county, but the guarantee is either “confirmed” or ‘counter guarantee’ issued by a corresponding commercial bank operating in Sri Lank approved by Central Bank of Sri Lanka.
Repayment of Advance payment	14.2.3	(a) exceeds 10% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sum (b) Deductions shall be made at the amortization rate of 25 % Advance Payments shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.
Period of payment	14.3	Monthly
Number of additional paper copies of Statements	14.3(b)	03 (Three)
Percentage of retention	14.3(iii)	10 %
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5% of the Accepted Contract Amount
Plant and Materials intended for the Works	14.5(b)(i)	Not Applicable
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site - Refer Table for Material at Site (Annex A) – attached at the end of Part B Special Provision
Minimum Amount of Interim Payment Certificates	14.6.2	Two percent (02%) of the Acceptable Contract Amount less Provisional Sums
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days

Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	28 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
Financing charges for delayed payment	14.8	<p>“These financing charges shall be calculated as follows:</p> <p>(a) on unpaid sums in local currency shall be paid entirely in the applicable local currency at the rate of One percentage point (1%) above the Average Weighted Lending Rate (AWLR) published by the Central Bank of Sri Lanka.</p> <p>(b) on unpaid sums in foreign currency shall be paid entirely in the applicable foreign currency at the rate of One percentage point (1%) above the Secured Overnight Financing Rate (SOFR).”</p>
Number of additional paper copies of draft Final Statement	14.11.1(b)	05 (five)
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	As indicated in the ER

Permitted deductible limits	19.1	<ul style="list-style-type: none"> • insurance required for the Works: 5% of each and every claim • insurance required for Goods: 5% of each and every claim • insurance required for liability for breach of professional duty: 5% of each and every claim • insurance required for injury to persons and damage to property: 5% of the loss of the damage • Injury to Employees: 0%
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	20 %
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	<ul style="list-style-type: none"> • Riot, commotion or disorder by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors • Any operation of the forces of nature which is Unforeseeable or against which the experienced contractor could not reasonably have been expected to have taken adequate preventive precautions
Extent of insurance required for Goods	19.2.2	Full replacement value
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	10% of Accepted Contract Amount
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	From the Commencement Date to a day 5 years beyond Defect Notification Period.

Amount of insurance required for injury to persons and damage to property	19.2.4	<p>For Injury to Person</p> <p>Amount covered is LKR 10,000,000.00 - number of events are unlimited</p> <p>For Damage to Property including third party property</p> <p>Amount covered is LKR 50,000,000.00 - number of events are unlimited</p>
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	Three Members
List of proposed members of DAAB	21.1	<p>Proposed by Employer [<i>Attach CVs to the request for proposals document and the Contract</i>] Refer Annex B attached at the end of Part B Special Provision</p> <p>1. <i>Ch.Qs.(Mr).</i> J A J C Jayakody</p> <p>2. <i>Ch.Qs. (Mr)</i> T Kolonne</p> <p>3.<u>Dr. Ananda Ranasinghe</u></p> <p>Proposed by Contractor [<i>Attach CVs to the Contract</i>]</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
Appointment (if not agreed) to be made by	21.2	<p>If the Contract is awarded to a National Contractor: Construction Industry Development Authority (CIDA)</p> <p>If the Contract is awarded to an International Contractor: International Chamber of Commerce (ICC) or Singapore International Arbitration Center (SIAC)</p>

Rules of arbitration	21.6(a)	<p>In the event of the Contract is awarded to an International contractor, the Dispute shall be finally settled under the UNCITRAL Rules at the Singapore International Arbitration Center (SIAC)</p> <p>OR</p> <p>In the event if the Contract is awarded to a National contractor of Sri Lanka, the Dispute shall be settled in accordance with the provision of the Arbitration Act No 11 of 1995 of Sri Lanka or any amendment thereof</p>
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Table: Summary of Sections (if any) – Not Applicable

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

Table: Summary of Milestones (if any) – Not Applicable

Description of a part of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 1.1.95)	Time for Completion	Delay Damages (as a percentage of final Contract Price per day of delay)
	_____ days	-----%
	_____ days	_____%
	_____ days	_____%

Maximum amount of Delay damages for Milestones (percent of final Contract Price): ____%

Part B – Special Provisions

<p>Sub-Clause 1.1.4 Base Date</p>	<p>Sub-Clause 1.1.4 is replaced with the following: “Unless stated otherwise in the Contract Data, Base Date means the date 28 days before the latest date for submission of the Tender.</p>
<p>Sub-Clause 1.1.48 Key Personnel</p>	<p>On the second line, “Specification” is replaced with “Employer’s Requirements”.</p>
<p>Sub-Clause 1.1.49 Laws</p>	<p>The Sub-Clause is replaced with: ““Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”</p>
<p>Sub-Clause 1.1.59 Particular Conditions</p>	<p>The Sub-Clause is replaced with: ““Particular Conditions” means the document entitled particular conditions included in the Contract, which consists of Part A- Contract Data, Part B- Special Provisions, Part C- Fraud and Corruption and Part D- Environmental and Social (ES) Metrics for Progress Reports.”</p>
<p>Sub-Clause 1.1.77 Site</p>	<p>The Sub-Clause is replaced with: ““Site” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”</p>
<p>Sub-Clause 1.1.79 Statement</p>	<p>On the second line after “Payment Certificate under”, the following is added: “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable),”.</p>
<p>Sub-Clause 1.1.83 Tender</p>	<p>The following is added at the end of the sentence. “Tender is synonymous with “Proposal”, “tenderer” with “Proposer”, “tender documents” with “request for proposals documents”.</p>
<p>Sub-Clause 1.1.84 Tests after Completion</p>	<p>On the second line, “Specification” is replaced with “Employer’s Requirements”.</p>
<p>Sub-Clause 1.1.88 Variation</p>	<p>On the first line, “any change to the Works” is replaced with “any change to the Employer’s Requirements or the Works”.</p>
<p>Sub-Clause 1.1.91 to 1.1.96 are added after Sub-Clause 1.1.90</p>	

Sub-Clause 1.1 91 Bank	“Bank” means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.92 Borrower	“Borrower” means the person (if any) named as the borrower in the Contract Data.
Sub-Clause 1.1.93 ES	“ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
Sub-Clause 1.1.94 Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)	<p>“Sexual Exploitation and Abuse” “(SEA)” means the following:</p> <p>Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</p> <p>“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.</p> <p>“SEA/SH Prevention and Response Obligations” means the Contractor’s obligations in regards to the prevention of and response to SEA/SH as set forth in Sub-Clauses 4.1, 4.4, 4.20, 4.25, 6.9, 6.27, and 6.28.</p>
Sub-Clause 1.1.95 Milestone	“Milestone” means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.26 [<i>Milestones</i>]
Sub-Clause 1.1.96 Milestone Certificate	“Milestone certificate” means the certificate issued by the Engineer under Sub-Clause 4.26 [<i>Milestones</i>].
Sub-Clause 1.2 Interpretation	<p>Sub-paragraph (a) is replaced with the following:</p> <p>(a) “Words indicating one gender include all genders;</p> <p>“he/she” is replaced with:” it”;</p> <p>“him/her” is replaced with “it”;</p> <p>“his” and “his/her” are replaced with: “its”;</p>

	<p>“himself/herself” are replaced with: “itself.”</p> <p>Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).</p> <p>sub-paragraph (k) is added:</p> <p>(k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.”</p>
<p>Sub-Clause 1.5 Priority of Documents</p>	<p>The document list in between two paragraphs shall be amended as follows:</p> <ol style="list-style-type: none"> a) the Contract Agreement; b) the Letter of Acceptance; c) Memorandum of Understanding (if any); d) the Letter of Tender; e) the Particular Conditions Part A - Contract Data; f) the Particular Conditions Part B – Special Provisions; g) the Particular Conditions Part C- Fraud and Corruption; h) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports; i) these General Conditions; j) the Employer’s Requirements; k) the Schedules; l) the Contractor’s Proposal; m) the JV Undertaking (if the Contractor is a JV); and <p>any other documents forming part of the Contract.”</p>
<p>Sub-Clause 1.6 Contract Agreement</p>	<p>The last paragraph is replaced with:</p> <p>“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).”</p>
<p>Sub-Clause 1.12 Confidentiality</p>	<p>The following is added at the end of the second paragraph:</p> <p>“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”</p> <p>“or” at the end of (b) is deleted.</p> <p>“or” at the end of (c) is added.</p>

	The following is then added as (d): “is being provided to the Bank.”
<p>Sub-Clause 1.17</p> <p>Inspections & Audit by the Bank</p>	<p>The following Sub-Clause is added after Sub-Clause 1.16:</p> <p>“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).”</p>
<p>Sub-Clause 2.4</p> <p>Employer’s Financial Arrangements</p>	<p>The first paragraph is replaced with:</p> <p>“The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer’s obligations under the Contract.”</p> <p>The following sub-paragraph is added at the end of Sub-Clause 2.4:</p> <p>“In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available.”</p>

<p>Sub-Clause 2.6</p> <p>Employer-Supplied Materials and Employer's Equipment</p>	<p>[If Employer- Supplied Materials are listed in the Employer's Requirements for the Contractor's use in the execution of Works, the following provisions may be added]:</p> <p>The following is added after the last paragraph of Sub-Clause 2.6:</p> <p>“The Employer shall supply to the Contractor the Employer-Supplied Materials listed in the Employer's Requirements, at the time(s) stated in the Employer's Requirements (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).</p> <p>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 [<i>Variation by Instruction</i>].</p> <p>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.”</p> <p><i>[If Employer's Equipment are listed in the Employer's Requirements for the Contractor's use in the execution of Works, the following provisions may be added]:</i></p> <p>The following is added after the last paragraph of Sub-Clause 2.6:</p> <p>“The Employer shall make the Employer's Equipment listed in the Employer's Requirements available to the Contractor at the time(s) stated in the Employer's Requirements (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).</p> <p>Unless expressly stated otherwise in the Employer's Requirements, the Employer's Equipment shall be provided for the exclusive use of the Contractor.</p> <p>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,</p>
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	<p>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 [<i>Variation by Instruction</i>].</p> <p>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.</p> <p>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.”</p>
<p>Sub-Clause 2.7 SEA/SH Conference</p>	<p>The following new Sub-Clause is added</p> <p>“The Employer shall organize and run a SEA/SH orientation conference as soon as possible after the constitution of the DAAB and prior to the commencement of any physical work. The SEA/SH orientation conference shall be attended by the Contractor, its Subcontractors, the Engineer, the DAAB members and all other relevant persons. The objective of the SEA/SH orientation conference shall be to ensure a common understanding of all SEA contractual requirements and remedies, including those available under Sub-Clause 21.9 [<i>SEA/SH Referrals</i>], Sub-Clause 21.10 [<i>Dissatisfaction with DAAB’s decision of SEA/SH Referrals</i>] and Sub-Clause 21.11 [<i>Bank’s disqualification of the Contractor and its Subcontractor/s</i>].</p>
<p>Sub-Clause 3.1 The Engineer</p>	<p>The following is added at the end of the first sub-paragraph:</p> <p>“The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.”</p>
<p>Sub-Clause 3.2 Engineer’s Duties and Authority</p>	<p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>(a) Sub-Clause 13.1: Right to vary - instructing a Variation, except;</p> <p>(i) in an emergency situation as determined by the Engineer; or</p> <p>(ii) if the amount of a single Variation is less than LKR 2.0 million and the aggregate amount of all such Variations would increase the</p>

	<p>Accepted Contract Amount by less than the percentage specified in the Contract Data.</p> <p>(b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.</p> <p>Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p>
<p>Sub-Clause 3.3 Engineer’s Representative</p>	<p>The following is added at the end of Sub-Clause 3.3: “The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer’s Representative.”</p>
<p>Sub-Clause 3.4 Delegation by the Engineer</p>	<p>The following is added at the end of the second paragraph: “If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.”</p>
<p>Sub-Clause 3.6 Replacement of the Engineer</p>	<p>In the first paragraph, “42 days” is replaced with: “21 days”; In the third para, “shall” is replaced with: “should”.</p>
<p>Sub-Clause 4.1 Contractor’s General Obligations</p>	<p>The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any)...”: “All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.”</p> <p>The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer...”:</p>

	<p>“The Contractor shall not carry out mobilization to Site (e.g. 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 consent, a consent 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 applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor’s Personnel submitted as part of the Proposal 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.</p> <p>The C-ESMP shall be part of the Contractor’s Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 5.2 [<i>Contractor’s Documents</i>].”</p> <p>The following is added at the end of the Sub-Clause:</p> <p>“The Contractor shall provide relevant contract- related information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:</p> <ul style="list-style-type: none"> (i) are affected or likely to be affected by the Contract; and (ii) may have an interest in the Contract. <p>The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.”</p>
<p>Sub-Clause 4.2 Performance Security and ES Performance Security</p>	<p>The first paragraph is replaced with:</p> <p>“The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if stated in the Contract Data, an Environmental and Social (ES) Performance Security for compliance with the Contractor’s ES obligations, in the</p>

	<p>amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.”</p> <p>In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental and Social (ES) Performance Security”:</p> <p>2.1- Right of Access to the Site;</p> <p>14.2- Advance Payment;</p> <p>14.6- Issue of IPC;</p> <p>14.12- Discharge;</p> <p>14.13- Issue of FPC;</p> <p>14.14 Cessation of Employer’s Liability;</p> <p>15.2- Termination for Contractor’s Default;</p> <p>15.5- Termination for Employer’s Convenience.</p>
<p>Sub-Clause 4.2.1 Contractor’s obligations</p>	<p>The first paragraph is replaced with:</p> <p>“The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ES Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.”</p> <p>Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”</p>
<p>Sub-Clause 4.2.2 Claims under the Performance Security</p>	<p>The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.”</p>
<p>Sub-Clause 4.2.3</p>	<p>In sub-paragraph (a) “21 days” is replaced with: “28 days”.</p>

Return of Performance Security	
Sub-Clause 4.3 Contractor's Representative	The following is added at the end of the last paragraph: "If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
Sub-Clause 4.4 Subcontractors	<p>The following is added at the beginning of the second paragraph.</p> <p>"The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the SEA/SH Prevention and Response Obligations.</p> <p>All subcontracts relating to the Works shall include a provision stipulating that the Subcontractor accepts that the Bank may disqualify the Subcontractor from being awarded a Bank financed contract for a period of two years if the Subcontractor is determined to have failed to comply with its SEA/SH Prevention and Response Obligations."</p> <p>The following is added after the second paragraph.</p> <p>"The Contractor can carry out specialized works mentioned in the Employer's Requirement if he is having the minimum qualification laid therein otherwise shall be subcontracted to specialist Subcontractors having minimum qualification as specified in Employer's Requirement."</p> <p>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."</p> <p>The following is added at the end of the last paragraph of Sub-Clause 4.4:</p> <p>"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under subparagraph (a) of Sub-Clause 15.2.3 [<i>After Termination</i>].</p> <p>Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."</p>

<p>Sub-Clause 4.5.1 Objection to nomination</p>	<p>In sub-paragraph (a) on the first line before “Subcontractor”, add “nominated”.</p> <p>In sub-paragraph (c):</p> <p>“and” is deleted from the end of (i);</p> <p>“.” at the end of (ii) is replaced with: “, and”.</p> <p>The following is then added as (iii):</p> <p>“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 4.5.2 [<i>Payment to nominated Subcontractors</i>].”</p>
<p>Sub-Clause 4.6 Co-operation</p>	<p>On the second-last line of the first paragraph before “Contractor’s”, “of the” is added.</p> <p>The following is added after the first paragraph:</p> <p>“The Contractor shall also, as stated in the Employer’s Requirements or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.”</p>
<p>Sub-Clause 4.8 Health and Safety Obligations</p>	<p>The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):</p> <p>“provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;</p> <ul style="list-style-type: none"> (h) actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, and provision of personal protective equipment without expense to the Contractor’s Personnel; (i) put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health; (j) Contractor’s Personnel who remove themselves from such work situations shall not

	<p>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;</p> <p>(k) 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</p> <p>(l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.”</p> <p>The second and third paragraphs are replaced with the following:</p> <p>“Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2.2 [<i>Review by Engineer</i>].</p> <p>The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.</p> <p>The health and safety manual shall set out all the health and safety requirements under the Contract,</p> <p>(a) which shall include at a minimum:</p> <p>(i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;</p> <p>(ii) details of the training to be provided, records to be kept;</p> <p>(iii) the procedures for prevention, preparedness and response activities to be implemented in</p>
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	<p>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);</p> <p>(iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,</p> <p>(v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;</p> <p>(vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and</p> <p>(b) any other requirements stated in the Employer’s Requirements.”</p> <p>The paragraph starting with: “In addition to the reporting requirement of...” is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.</p>
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<p>Sub-Clause 4.15 Access Route</p>	<p>The following is added at the end of Sub-Clause 4.15:</p> <p>“The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of, if any, Contractor’s Equipment on public roads or other public infrastructure.</p> <p>The Contractor shall monitor and use road safety incidents and accidents reports to identify negative safety issues and establish and implement necessary measures to resolve them.”</p>
<p>Sub-Clause 4.18 Protection of the Environment</p>	<p>Sub-Clause 4.18 Protection of the Environment is replaced with:</p> <p>“The Contractor shall take all necessary measures to:</p> <ul style="list-style-type: none"> (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities. <p>The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Employer’s Requirements, nor those prescribed by applicable Laws.</p> <p>In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”</p>
<p>Sub-Clause 4.20 Progress Reports</p>	<p>“4.20 (g) is replaced with:</p> <p>“4.21 (g) the Environmental and Social (ES) metrics set out in Particular Conditions - Part D”</p> <p>The following is added at the end of the Sub-Clause:</p> <p>“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [<i>Progress Reports</i>], and subject to the specific requirement on handling allegations of SEA and/or SH in accordance with Sub-Clause 6.27, 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</p>

	<p>fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.</p> <p>The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.”</p>
<p>Sub-Clause 4.21 Security of the Site</p>	<p>The Sub-Clause is replaced with the following:</p> <p>“The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> (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. <p>Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer's No-objection a security management plan that sets out the security arrangements for the Site.</p> <p>The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the</p>

	<p>applicable Laws and any requirements set out in the Employer’s Requirements.</p> <p>The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p> <p>In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer’s Requirements.”</p>
<p>Sub-Clause 4.22 Contractor’s Operations on Site</p>	<p>On the third line of the second paragraph before “4.17”, “Sub-Clause” is added.</p>
<p>Sub-Clause 4.23 Archaeological and Geological Findings</p>	<p>The first paragraph is replaced with the following:</p> <p>“All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:</p> <ul style="list-style-type: none"> (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 Employer’s Requirements and relevant Laws.
<p>Sub-Clause 4.24 Suppliers (other than Subcontractors)</p>	<p>The following Sub-Clause is added:</p> <p>4.24.1 Forced Labour</p> <p>The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p>

	<p>4.24.2 Child labour</p> <p>The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p> <p>4.24.3 Serious Safety Issues</p> <p>The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.4, 4.8 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p> <p>4.24.4 Obtaining natural resource materials in relation to supplier</p> <p>The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.</p> <p>If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.</p>
<p>Sub-Clause 4.25</p> <p>Code of Conduct</p>	<p>The following Sub-Clause is added:</p> <p>The Contractor shall have a Code of Conduct for the Contractor’s Personnel.</p> <p>The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of</p>

	<p>Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.</p> <p>The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.</p>
<p>Sub-Clause 4.26 Milestones</p>	<p><i>[If the Employer wants to have certain parts of the Works completed within certain time but does not wish to take over such parts when completed (as distinct from the parts of the Works which the Employer wishes to take over after completion, which should be defined as Sections in the Contract Data), such parts of the Works should be clearly described in the Employer's Requirements as "Milestones" and the following Sub-Clause added.]</i></p> <p>The following Sub-Clause is added:</p> <p>"If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.</p> <p>The Contractor shall complete the works of each Milestone (including the all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.</p> <p>The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [<i>Programme</i>], the time for completion of each Milestone. Sub-paragraph 9d) of Sub-Clause 8.4 [<i>Advance Warning</i>] and Sub-Clause 8.5 [<i>Extension of the Time for Completion</i>] shall apply to each Milestone, such that "Time</p>

	<p>for Completion” under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.</p> <p>The Contractor may apply, by Notice to the Engineer, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor’s opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor’s Notice:</p> <ul style="list-style-type: none">(a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or(b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued. <p>The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.</p> <p>If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor’s application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor’s Notice of application.</p> <p>If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):</p> <ul style="list-style-type: none">(i) the Contractor shall, subject to Sub-Clause 20.1 [<i>Claims</i>], pay delay damages to the Employer for this default;(ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;(iii) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor’s liability for delay damages in any case of fraud, gross
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	negligence, deliberate default or reckless misconduct by the Contractor).”
Sub-Clause 5.4 Technical Standards and Regulations	<p>The following is added as a second paragraph:</p> <p>“If so stated in the Employer’s Requirements, the Contractor shall:</p> <ul style="list-style-type: none"> (a) take into account climate change considerations in the design of structural elements of the Works and new buildings if any; and (b) apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.)”
Sub-Clause 6.1 Engagement of Staff and Labour	<p>On the first line, “Specification” is replaced with “Employer’s Requirements”.</p> <p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Employer’s Requirements. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.</p> <p>The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”</p>
Sub-Clause 6.2 Rates of Wages and Conditions of Labour	<p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>“The Contractor shall inform the Contractor’s Personnel about:</p> <ul style="list-style-type: none"> (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer’s Requirements; and

	<p>(b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.</p> <p>The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>Where required by applicable Laws or as stated in the Employer’s Requirements, the Contractor shall provide the Contractor’s Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor’s Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.”</p>
<p>Sub-Clause 6.5 Working Hours</p>	<p>The following is inserted at the end of the Sub-Clause</p> <p>“The Contractor may arrange night shift work or any other means with the permission of Employer and without any additional cost to the Employer.</p> <p>If the Contractor desires to carry out the Works on locally recognized days of rest (Sundays, mercantile holidays and festival days), he shall apply in advance for the Engineer’s approval.</p> <p>“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 Employer’s Requirements.”</p>
<p>Sub-Clause 6.6 Facilities for Staff and Labour</p>	<p>The following is added as the last paragraph:</p> <p>“If stated in the Employer’s Requirements, 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 Employer’s Requirements.”</p>
<p>Sub-Clause 6.7 Health and Safety of Personnel</p>	<p>In the second paragraph, “The Contractor” is replaced with:</p> <p>“Except as otherwise stated in the Employer’s Requirements, the Contractor...”</p>
<p>Sub-Clause 6.9</p>	<p>The Sub-Clause is replaced with:</p>

<p>Contractor’s Personnel</p>	<p>“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.</p> <p>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:</p> <ul style="list-style-type: none"> (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). <p>If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent or better qualifications, skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [<i>Contractor’s Representative</i>] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [<i>Key Personnel</i>] shall apply.</p> <p>Subject to the requirements in Sub-Clause 4.3 [<i>Contractor’s Representative</i>] and 6.12 [<i>Key Personnel</i>], 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.”</p>
<p>Sub-Clause 6.12 Key Personnel</p>	<p>The following is inserted at the end of the last paragraph:</p> <p>“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available</p>

	during all working hours in a number deemed sufficient by the Engineer.”
The following Sub-Clauses 6.13 to 6.28 are added after Sub-clause 6.12	
Sub-Clause 6.13 Foreign Personnel	<p>The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.</p> <p>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.</p>
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 Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.
Sub-Clause 6.15 Supply of Water	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.
Sub-Clause 6.16 Measures against Insect and Pest Nuisance	The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
Sub-Clause 6.17 Alcoholic Liquor or Drugs	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel.

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

	<p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (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.
<p>Sub-Clause 6.23 Employment Records of Workers</p>	<p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [<i>Contractor's Records</i>].</p>
<p>Sub-Clause 6.24 Workers' Organisations</p>	<p>In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms.</p>

	Workers' organisations are expected to fairly represent the workers in the workforce.
<p>Sub-Clause 6.25 Non-Discrimination and Equal Opportunity</p>	<p>The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).</p>
<p>Sub-Clause 6.26 Contractor's Personnel Grievance Mechanism</p>	<p>The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.25, to raise workplace concerns (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.27 below). The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</p> <p>The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.</p> <p>The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.</p>

	<p>The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor’s Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.</p>
<p>Sub-Clause 6.27</p> <p>Contractor’s SEA/SH Response Mechanism; Receipt of SEA/SH allegations; and Contractor’s and non-compliance</p>	<p>6.27.1 <u>The Contractor’s SEA/SH Response Mechanism</u></p> <p>The Contractor shall put in place an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor’s or Employer’s Personnel or any other person including third parties (“SEA/SH Response Mechanism”).</p> <p>The Contractor’s Personnel shall be informed of the SEA/SH Response Mechanism at the time of engagement for the Contract and informed of the measures put in place to protect them against any reprisal for its use. For all other persons (including the Employer’s Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and also measures protecting against reprisal, shall be displayed, in languages comprehensible to the Contractor’s Personnel, Employer’s Personnel, and the affected communities, in locations easily accessible to them.</p> <p>The SEA/SH Response Mechanism shall permit allegations or concerns to be submitted in writing, in person or by phone, with appropriate provision for confidential treatment, and shall permit the submission of anonymous allegations. The Contractor shall have in place a dedicated person with appropriate skills, experience and training to receive and review such allegations or concerns.</p> <p>As part of the SEA/SH Response Mechanism, the Contractor shall maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or SH. These measures should identify appropriate responses to SEA and/or SH allegations, including the actions set forth in Sub-Clause 6.9, and other appropriate disciplinary measures in the case of the Contractor’s Personnel.</p> <p>Grievances related to Gender Based Violence (GBV)</p> <p>To avoid the risk of stigmatization, exacerbation of the mental/psychological harm and potential reprisal, the grievance mechanism will have a different and sensitive approach to GBV related cases. The GRM committee will be trained on how to respond to GBV cases in a sensitive manner.</p>

Where such a case is reported, it would immediately be referred to the appropriate service providers, such as medical and psychological support, emergency accommodation, and any other necessary services. Prior to the start of the construction works, the GBV Service Providers will be mapped and identified in order to refer cases as required. Further, such GBV incidents will be immediately notified both to the PMU and the World Bank, with the consent of the survivor.

Data on GBV cases will not be collected through the grievance mechanism unless operators have been trained on the empathetic, non-judgmental, and confidential collection of these complaints. Only the nature of the complaint (what the complainant says in her/his own words) and additional demographic data, such as age and gender, will be collected as usual.

6.27.2 Receipt of SEA/SH allegations

Any allegation of SEA and/or SH received by the Contractor (including through its Subcontractor/s), the Employer or the Engineer shall be documented and promptly submitted to the other two parties. While maintaining confidentiality of the person who experienced the alleged incident, as appropriate, the documentation and submission should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident.

Upon receipt of any SEA and/or SH allegation as described above, the Contractor shall immediately apply its the SEA/SH Response Mechanism, as described in Sub-Clause 6.27.1, to review and address the allegation or concern.

The Employer shall promptly refer the allegation to the DAAB pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

6.27.3 Contractor’s non-compliance with SEA/SH contractual obligations

If the Engineer identifies that the Contractor, including its Subcontractor/s, has not complied with the SEA/SH Prevention and Response Obligations under the Contract, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice

	<p>to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 [<i>“SEA/SH Referral”</i>].</p> <p>If a DAAB report, prepared in accordance with Rule 3.10 of the DAAB Procedural Rules, identifies potential non-compliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations, the Engineer shall review the potential non-compliance and determine whether a Notice to Correct shall be issued to the Contractor. If the Engineer determines that a Notice to Correct shall not be given to the Contractor, the Engineer shall inform the Employer copying the DAAB, providing the basis for its determination. If the Engineer, however, determines that a Notice to Correct shall be given to the Contractor, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 [<i>“SEA/SH Referral”</i>].</p>
<p>Sub-Clause 6.28 Training of Contractor’s Personnel</p>	<p>The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and health and safety training referred to in Sub-Clause 4.8</p> <p>As stated in the Employer’s Requirements or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ES aspects of the Contract by the Employer’s Personnel.</p> <p>The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.</p>
<p>Sub-Clause 7.3 Inspection</p>	<p>The following is added in the first paragraph after “Employer’s Personnel” “(including the Bank staff or consultants acting on the Bank’s behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)”</p>

	<p>The following is added as (b) (iv):</p> <p>“(iv) carryout environmental and social audit, and”</p> <p>Delete the first sentence of third paragraph and insert following;</p> <p>The Contractor shall give minimum of 24 hours’ Notice to the Engineer whenever any Material, Plant or work is ready for inspection, and before it is to be covered up, put out of sight, or packaged for storage or transport enabling the Engineer to make such necessary arrangements for inspection.</p>
<p>Sub-Clause 7.7 Ownership of Plant and Materials</p>	<p>The following is added before the first paragraph:</p> <p>“Except as otherwise provided in the Contract,”</p>
<p>Sub-Clause 8.1 Commencement of Work</p>	<p>The Sub- Clause is replaced in its entirety with the following:</p> <p>“The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.</p> <p>The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:</p> <ul style="list-style-type: none"> (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country; (b) delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]); (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works; (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor; and

	<p>(e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.</p> <p>Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.”</p>
<p>Sub-Clause 8.3 Programme</p>	<p>The following (k)-vi (k)-vii and (k)-viii are added after (k)-v and extend to read as follows;</p> <p>(k) (vi) Shipping schedules updated at monthly intervals showing programmed dates in relation to each consignment and actual dates as they occur for shipment, arrival at port of importation and arrival at Site.</p> <p>(vii) Copies of Letter of credit (LC)</p> <p>(viii) Contractor’s cash flow statement</p> <p>The following is added at the end of last paragraph;</p> <p>In the event of failure to submit the initial programme or failure to update the revised programme by the Contractor, the Engineer shall withhold the amount as specified in the Part A-Contract Data from the payments due to the Contractor until submission of initial programme/revised programme which is acceptable to the Engineer.</p>
<p>Sub-Clause 11.7 Right of Access after Taking Over</p>	<p>In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:</p> <p>“Whenever, from the Taking Over date until 28 days after the issuance of the Performance Certificate, the Contractor intends to access any part of the Works:”</p>
<p>Sub-Clause 12.1 Procedure for Tests after Completion</p>	<p>In sub-paragraph (b)(ii) on the second line, delete “been”.</p>
<p>Sub-Clause 13.3.1 Variation by Instruction</p>	<p>Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts;”</p>

<p>Sub-Clause 13.4 Provisional Sums</p>	<p>The following is inserted as the penultimate paragraph:</p> <p>“The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.</p>
<p>Sub-Clause 13.6 Adjustments for Changes in Laws</p>	<p>In the fourth paragraph:</p> <ul style="list-style-type: none"> - at the end of sub-paragraph (ii), delete “(with detailed supporting particulars)” - at the end of this fourth paragraph, add “(with detailed supporting particulars)”. <p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”</p>
<p>Sub-Clause 14.1 The Contract Price</p>	<p>The following is added at the end of the Sub-Clause:</p> <p>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</p>

	<p>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.</p>
<p>Sub-Clause 14.2.1 Advance Payment Guarantee</p>	<p>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 selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).”</p>
<p>Sub-Clause 14.2.2 Advance Payment Certificate</p>	<p>The Sub-Clause 14.2.2 is replaced with following: The Engineer shall issue two separate Advance Payment Certificates for first and second installments within 14 days after:</p> <p><u>First installment</u></p> <p>a) the Employer has received both the Performance Securities and the Advance Payment Guarantee for the amount equivalent to the first installment, in the form and issued by an entity in accordance with Sub Clause 4.2.1 [Contractor’s Obligation] and Sub-Clause 14.2.1 [Advance Payment Guarantee] respectively;</p> <p>b) Signing of the Contract in accordance with Sub Clause 1.6[Contract agreement];</p>

	<p>c) Submission of the advance payment utilization plan; and d) the Engineer has received copy of the Contractor’s application for the advance payments under Sub Clause 14.2.1 [Advance Payment Guarantee] along with the advance payment utilization plan</p> <p><u>Second installment</u></p> <p>a) the Employer has received the Advance Payment Guarantee for the amount equivalent to the second installment, in the form and issued by an entity in accordance with Sub-Clause 14.2.1 [Advance Payment Guarantee]; b) completion upto DPC level of Parking Building or Terminal Building; c) Proof for the utilization report for the First Installment of the Advance Payment; and the Engineer has received copy of the Contractor’s application for the advance payments under Sub Clause 14.2.1 [Advance Payment Guarantee]</p>
<p>Sub-Clause 14.3 Application for Interim Payment</p>	<p>The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i>: “any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).”</p>
<p>Sub-Clause 14.4 Schedule of Payments</p>	<p>The Sub-Clause is replaced with the following;</p> <p>Prior to commencing construction of the Permanent Works, the Contractor shall submit a detailed estimates of the works corresponding to (i) the programme for the execution of the Works in compliance with the GC 8.3; and (ii) the priced bill of quantities of the Permanent Works (BOQ) in line with the price Schedule included in the Contract, together with any supporting information and calculations reasonably required by the Engineer. This “detailed estimate of works” shall become basis for setting the milestone payments matrix. The total of the prices of the activities in the Schedule of Priced Activities is the Contractor’s offer to complete the works shall remain binding upon the Contractor on a “single responsibility” basis.</p> <p>Subsequently, the Contractor shall submit non-binding estimates of the payments which the Contractor expects to become due during each period of 3 months. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at intervals of 3</p>

	<p>months, until the issue of the Taking-Over Certificate for the Works.</p> <p>.</p> <p>The price of any activity or sub-activity that the Contractor may have omitted from the indicative BOQ and that is assumed to be in compliance to fulfilling the Employer's Requirements is deemed to be included in the price of other activities or sub-activities in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.</p> <p>The Contractor shall use above detailed priced bills of quantities to prepare monthly Statement for the purpose of sub paragraph (i) of Sub Clause 14.3 (Application for Interim Payment). The Contractor shall prepare the Statements by considering the percentage of actual work done carried out by him against each BOQ item.</p> <p>However, this work done shall be consistent to actual progress achieved in executing Works, and if actual progress is found to be less than that on which the Statement, then the Engineer shall proceed in accordance with Sub Clause 3.7 [Agreement or Determination] to agree or determine the percentage of work done (and, for the purpose of Sub Clause 3.7.3 [Time limits], the date when the difference was found by the Engineer shall be the date of commencement of the time limit for agreement under Sub Clause 3.7.3). The Engineer's decision shall be the final in assessment of percentage progress of work completed by the Contractor as at the date of any interim Statement.</p>
<p>Sub-Clause 14.6.2 Withholding (amounts in an IPC</p>	<p>“and/or” from subparagraph (b) is deleted.</p> <p>The following is then added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):</p> <p>“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been</p>

	<p>completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> (i) failure to comply with any ES obligations or work described in the Employer’s Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).”
<p>Sub-Clause 14.7 Payment</p>	<p>At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):</p> <p>“(iii) at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and”</p> <p>At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted:</p> <p>“or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”</p>

<p>Sub-Clause 14.9 Release of Retention Money</p>	<p>The following is added at the end of Sub-Clause 14.9:</p> <p>“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions and issued by a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka or a bank based in another eligible county but the guarantee “confirmed” by a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p>
<p>Sub-Clause 14.12 Discharge</p>	<p>On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [Arbitration]” with “Clause 21 [Disputes and Arbitration]”.</p>
<p>Sub-Clause 14.15 Currencies of Payment</p>	<p>Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.</p>
<p>Sub-Clause 15.1 Notice to Correct</p>	<p>“and” is deleted from (b) and “.” is replaced by: “; and” in (c).</p> <p>The following is then added as (d) “(d) specify the time within which the Contractor shall respond to the Notice to Correct.”</p> <p>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</p>

	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 request for proposals process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”
Sub-Clause 16.1 Suspension by Contractor	The following paragraph is inserted after the first paragraph: “Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”
Sub-Clause 16.2.1 Notice	Sub-paragraph (j) is deleted in its entirety. At the end of sub-paragraph (i): “; or” is replaced with: “.” sub-paragraph (f) is replaced with: “(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [Commencement of Works] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”
Sub-Clause 16.2.2	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 17.3 Intellectual and Industrial Property Rights	On the first line of the second paragraph, replace “notice” with “a Notice”.
Sub-Clause 17.7 Use of Employer's Accommodation/Facilities	The following Sub-Clause is added as 17.7: “The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer's Requirements, 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 in Clause 19) with insurers from Sri Lanka.”
Sub-Clause 19.2.3 Liability for breach of professional duty	On the first line of the first paragraph, replace “the part of the Permanent Works under Sub-Clause 4.1 [Contractor’s General Obligations], and/or any other design under the Contract” with “the Permanent Works”.
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 Sub-clause 20.1[<i>Claims</i>] (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1	The following is added at the end of the first paragraph:

Constitution of the DAAB	<p>“The DAAB shall also review and decide on any SEA/SH Referral submitted to the DAAB pursuant to Sub-Clause 6.27.2 [<i>Receipt of SEA/SH allegations</i>] and Sub-Clause 6.27.3 [<i>Contractor’s non-compliance with SEA/SH contractual obligations</i>], in accordance with Sub-Clause 21.9 [<i>SEA/SH Referrals</i>].</p> <p>In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of Dispute Avoidance/ Adjudication Agreement.”</p> <p>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.”</p>
Sub-Clause 21.2 Failure to Appoint DAAB Member (s)	For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”.”
Sub-Clause 21.6 Arbitration	<p>In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:</p> <p>“arbitration. Arbitration shall be conducted as follows:</p> <p>(a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the UNCITRAL Rules at the Singapore International Arbitration Center (SIAC); by one or three arbitrators appointed in accordance with these Rules. The arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].</p> <p>(b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.”</p>
The following new Sub-Clauses 21.9 to 21.11 are added	
Sub-Clause 21.9 SEA/SH Referrals	SEA/SH Referrals pursuant to Sub-Clause 6.27 shall be submitted by the Employer to the DAAB in writing, copied to the Contractor and the Engineer. For a DAAB of three persons, the SEA/SH Referrals shall be deemed to have been

	<p>received by the DAAB on the date it is received by the chairperson of the DAAB.</p> <p>Upon receipt of a SEA/SH Referral, the DAAB shall request the Contractor in writing (copied to the Employer and the Engineer) to submit a statement demonstrating its compliance, including the compliance of any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to a SEA/SH allegation and/or any Engineer’s Notice to Correct for non-compliance with the SEA/SH contractual obligations. The Contractor shall within 28 days of receipt of this request, submit in writing such statement to the DAAB copied to the Employer and the Engineer.</p> <p>In reviewing the Referral, the DAAB shall focus exclusively on compliance of the Contractor, including any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to the SEA/SH allegation and/or any Engineer’s Notice to Correct for non-compliance with the SEA/SH obligations. The DAAB shall not assess the merits of an underlying allegation, including the factual aspects of the alleged SEA and/or SH incident.</p> <p>The DAAB decision, which shall state that it is issued under this Sub-Clause 21.9, shall be provided in writing to the Parties with a copy to the Engineer within 42 days of receiving the SEA/SH Referral. The decision of the DAAB taken pursuant to this Sub-Clause 21.9 shall be binding on the Parties and any of its Subcontractor/s as applicable.</p> <p>The DAAB decision arising from an allegation of SEA/SH incident shall state whether the Contractor, including any Subcontractor identified in the SEA/SH referral, was in compliance with its SEA/SH obligations at the time of occurrence of the alleged incident. The DAAB decision shall not disclose the name of the alleged survivor nor of the alleged perpetrator.</p>
<p>Sub-Clause 21.10 Dissatisfaction with DAAB’s decision on SEA/SH Referrals</p>	<p>If either Party is dissatisfied with the DAAB’s decision issued under Sub-Clause 21.9 [SEA/SH Referrals], such Party may give a NOD to the other Party in accordance with Sub-Clause 21.4.4 [Dissatisfaction with DAAB’s decision]. Sub-Clause 21.5 [<i>Amicable Settlement</i>] shall not apply.</p> <p>If the DAAB’s decision has not become final and binding pursuant to Sub-Clause 21.4.4, the matter shall be finally</p>

	<p>settled by arbitration in accordance with Sub-Clause 21.6 <i>[Arbitration]</i>.</p> <p>Where arbitration is conducted pursuant to the ICC Arbitration Rules, the parties agree that the time limit set in Article 1.6 of Appendix V to the ICC Arbitration Rules shall be 10 days from the notification of the Emergency Arbitrator Order unless the President of the ICC International Court of Arbitration determines that a longer period is necessary.</p>
<p>Sub-Clause 21.11 Bank’s disqualification of the Contractor and its Subcontractor/s</p>	<p>The Employer shall immediately notify the Bank of the DAAB’s decision on SEA/SH Referral, any notification received on the commencement of Emergency Arbitration, and the Emergency Arbitrator Order if any.</p> <p>If the DAAB determines that the Contractor has failed to correct identified non-compliance with SEA/SH Prevention and Response Obligation or it was non-compliant with such obligations at the time of an alleged incident, the Bank may disqualify the Contractor, as well as any Subcontractor/s determined to be non-compliant, from being awarded a Bank-financed contract unless the ICC Emergency Arbitrator grants an order in favor of the Contractor. The disqualification period shall be for two years unless the Contractor receives an arbitration award in its favor within the two year period. The Contractor’s disqualification under this Sub-Clause is without prejudice to the Parties’ rights and obligations under the Contract.</p>
<p>Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement</p>	
<p>Title</p>	<p>“General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced with “General Conditions of DAAB Agreement”.</p>
<p>1. Definitions</p>	<p>Sub-Clause 1.2 On both the first and third lines, “DAA Agreement” is replaced with “DAAB Agreement”.</p> <p>Sub-Clause 1.3</p> <ul style="list-style-type: none"> • In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with: “DAAB Agreement” is as defined under the Contract and is”. • - In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement”

	<ul style="list-style-type: none"> • - In sub-paragraph (c)(ii), replace “chairman” with “chairperson”. <p>Sub-Clause 1.3 “DAAB Activities” is replaced with Sub-Clause 1.4 “DAAB Activities” and the subsequent Sub-Clauses under Clause 1 “Definitions” renumbered:</p> <p>Sub-Clause 1.4 “DAAB Activities”. At the end, the following is added: “This also includes handling of SEA/SH Referrals in accordance with Sub-Clause 21.9 of the Conditions of Contract.”</p> <p>In Sub-Clause 1.7 to 12: All instances of “DAA Agreement” are replaced with “DAAB Agreement”</p> <p>In Sub-Clause 1.8 a(i):” authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative and authorised representative of the Employer”</p>
<p>2. General provisions</p>	<p>Sub-Clause 2.2 is deleted in its entirety.</p>
<p>3. Warranties</p>	<p>Sub-Clause 3.3 is deleted and replaced with the following:</p> <p>“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:</p> <ol style="list-style-type: none"> a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; c) has received formal training as an adjudicator from an internationally recognized organization; d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract; e) has experience in the interpretation of construction and/or engineering contract documents; f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and

	g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."
7. Confidentiality	In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b). and the following sub-paragraphs added: "(d) is being provided to the Bank"
9. Fees and Expenses	In Sub-Clause 9.1 c): "business class or equivalent" is replaced with: "in less than first class"
	In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences respectively.
10. Resignation and Termination	In Sub-Clause 10.3: "the DAA Agreement" is replaced with: "a DAAB member's DAA Agreement".
Annex- DAAB Procedural Rules	
Rule 3.3	In 3.3 (b), "140 days" is replaced with: "90 days".
Rule 3.7	The following is added after the sentence: "The agenda shall include review of the (i) Contractor's compliance with the SEA/SH Prevention and Response Obligations; and (ii) Engineer's failure to discharge its duties under the Contract in this regard, including as specified in Sub-Clause 6.27 of the Contract Conditions."
Rule 3.10	The following is added at the end of the paragraph: "The report shall identify any issue which raises SEA and/or SH concerns, including details of any potential noncompliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations." The DAAB shall also provide a report to the Employer on any potential failure of the Engineer to discharge its duties in regard to the SEA/SH Prevention and Response Obligations, including on identifying the Contractor's failure to comply with the obligations, and the Notice to Correct and notification duties in accordance with Sub-Clause 6.27 of the Contract Conditions."
Rule 4.2	On the fourth line, replace "chairman" with "chairperson".
Rule 8.3	On the sixth line, replace "chairman" with "chairperson".
Form of Dispute Avoidance/Adjudication Agreement	
All instances of "DAA Agreement" are replaced with: "DAAB Agreement". In C (b): "chairman" is replaced with "chairperson".	

Annex - A**List of Plant and Material for payment when delivered to the Site- Sub-Clause 14.5(c)(i)**

Material
Sand
Cement
Metal
Quarry Dust
Aggregate base course
Asphalt
Reinforcement Steel
Precast concrete components
Bricks/ Blocks
Rubble
Floor & wall Tiles, Granite
Structural Steel
Steel and iron pipes, tubes and sheet
Roof covering material (Roof tile / sheet)
Gutter, Down pipe
Ceiling board
Partition board
Doors and windows
Timber (for permanent work)
Pipes and Accessories
Sanitary Fittings
Pumps
Manhole covers
Paint, primer and putty
Cables and wire
Cable trunking and cable ladders
Light Fittings, fans
Switchgears, transformers, distribution boards, synchronization panels
Generators (For permanent work)
Conduit and conduit accessories
Socket outlet and switches
Copper tape
Earth Electrode
Solar system equipment
Elevators and Escalators
Air conditioning and ventilation system equipment
Fire detection and protection system equipment

Building Management System hardware
Fuel pumping system equipment
LP gas distribution system equipment
Cold room equipment
Equipment for information and communication technology systems

*CV – Jayantha Jayakody***PERSONAL DETAILS**

1. Name : Jayantha Jayakody
2. Name with Initials : J A J C Jayakody
3. Date of Birth : 25 – 01 – 1973
4. Sex : Male
5. Civil Status : Married
6. Permanent Address : 461/7, Sherwood Glade, Arangala, Hokandara, Sri Lanka
7. Telephone Home : +94-11-2760601
8. Telephone Mobile : +94-77-3105104, +94-77-9769988
9. E - Mail : jcjayakody@yahoo.com , jcjayakody@gmail.com

EDUCATIONAL QUALIFICATIONS

1. Master of Business Administration Degree in Project Management at University of Wales, Institute of Cardiff, UK.
2. Post Graduate Diploma in Construction Project Management at University of Moratuwa, Sri Lanka.
3. Bachelor of Science Degree in Quantity Surveying at University of Moratuwa, Sri Lanka.
4. Diploma in Commercial Arbitration course Conducted by Institute for the Development of Commercial Law and Practice (ICLP).
5. Diploma in Adjudication course Conducted by Construction Industry Development Authority (CIDA) in association with Chartered Institute of Arbitrators (CIArb) Malaysia Branch.

PROFESSIONAL QUALIFICATIONS

1. Associate Member of Institute of Quantity Surveyors Sri Lanka (AIQSSL), Chartered Quantity Surveyor (AG1643)
2. Member of Chartered Institute of Arbitrators, UK (MCIArb. 37990)

3. Member of Royal Institute of Chartered Surveyors, UK (MRICS 1251804)
4. Green Associate Professional of Sri Lankan Green Building Council (AssP – 1739)
5. BCS Certificate Level Examination
6. BCS Diploma Level Examination.(Project Management, Systems Analysis and Professional Issues in Information Systems)
7. BCS Professional Graduate Diploma Level Examination.(Computer Services Management)

OTHER QUALIFICATIONS

1. FIDIC Training Workshop on Management of Claims, Dispute Resolution, Dispute Boards and Adjudication under the FIDIC Contracts
2. Sound Contract Administration Course Conducted by DRSAM FZ L.L.C., Dubai, UAE
3. Cost Engineering Course Conducted by Chicago Management Institute, Dubai, UAE
4. Project Management Course Conducted by Dubai Institute of Business Management, Dubai, UAE
5. Project Management Professional Exam Preparation Course Conducted by NetAssist (PMBOK 4th Edition), Sri Lanka
6. Project Management Professional Exam Preparation Course Conducted by PMI Sri Lankan Chapter (PMBOK 5th Edition)
7. Primavera Course Conducted by Cambridge Institute, Dubai, UAE
8. MS Project Course Conducted by NetAssist, Sri Lanka

CURRENT POSITIONS HELD

1. JAYAKODY COST CONSULTANTS (PVT) LTD

FROM JUNE 2020

Position : Managing Director

2. JAYAKODY COST CONSULTANTS**FROM MARCH 2012**

Position : Proprietor

3. CHARTERED INSTITUTE OF ARBITRATORS (SRI LANKA)**FROM 2019**

Position : Director

EXPERIENCE AS A DISPUTE BOARD MEMBER**1. ROAD DEVELOPMENT AUTHORITY AND RR-SOLTEC JV**Engineer : Oriental Consultants Co., Ltd. JV with Kokusai Kogyo Co., Ltd.
in association with Consulting Engineers and Architects
Associated (Pvt) Ltd.

Position : Standing Dispute Board – Sole Member

Project : JICA Funded Landslide Disaster Protection Project of the
National Road Network (Package 2)**2. ROAD DEVELOPMENT AUTHORITY AND SD&CC**Engineer : Oriental Consultants Co., Ltd. JV with Kokusai Kogyo Co., Ltd.
in association with Consulting Engineers and Architects
Associated (Pvt) Ltd.

Position : Standing Dispute Board – Sole Member

Project : JICA Funded Landslide Disaster Protection Project of the
National Road Network (Package 1)**EXPERIENCE IN ADJUDICATIONS****1. BUSINESS PROMOTERS & PARTNERS ENGINEERING (PVT) LTD.
AND MINISTRY OF MEGAPOLIS**

Position : Counselor/Claims Specialist

Project : Rehabilitation of Moragoda Ela in Galle

2. SOTC JV AND ROAD DEVELOPMENT AUTHORITY

Position : Counsellor/Claims Specialist

Project : Central Expressway Project (Section 2B)

3. WAKACHIKU CONSTRUCTION CO. LTD AND ROAD DEVELOPMENT AUTHORITY

Position : Counsellor/Claims Specialist

Project : Major Bridge Construction Project (Package 1)

4. TUDAWE BROTHERS (PVT) LTD. AND TELECOMUNICATION REGULATORY COMMISSION

Position : Counsellor/Claims Specialist

Project : Proposed IT Park at Sooriyawewa

5. EDWARD & CHRISTIE AND ROAD DEVELOPMENT AUTHORITY

Position : Counsellor/Claims Specialist

Project : Integrated Road Investment Programme, Central Province

6. KENT ENGINEERS (PVT) LTD. AND MINISTRY OF DEFENCE

Position : Counsellor/Claims Specialist

Project : Defence Headquarters Project, Akuregoda

7. LUMINEX (PVT) LTD. AND MINISTRY OF DEFENCE

Position : Counsellor/Claims Specialist

Project : Defence Headquarters Project, Akuregoda

8. RUHUNU DEVELOPMENT CONTRACTORS AND ENGINEERS (PVT) LTD. AND SABARAGAMUWA PROVINCIAL COUNCIL

Position : Counsellor/Claims Specialist

Project : JICA Funded Provincial Road Improvement Project

9. NAWALOKA CONSTRUCTION (PVT) LTD. AND NORTHERN PROVINCIAL COUNCIL

Position : Counsellor/Claims Specialist

Project : World Bank Funded Provincial Road Improvement Project

10. SIERRA CONSTRUCTION LTD. AND ROAD DEVELOPMENT AUTHORITY

Position : Counsellor/Claims Specialist

Project : Integrated Road Investment Programme, Central Province

11. CML-MTD CONSTRUCTION (PVT) LTD. AND ROAD DEVELOPMENT AUTHORITY

Position : Counsellor/Claims Specialist

Project : Integrated Road Investment Programme, Southern Province

12. KOMUTHI ENGINEERING SERVICES (PVT) LTD. AND ROAD DEVELOPMENT AUTHORITY

Position : Counsellor/Claims Specialist

Project : Orugodawatte – Ambatale Road Project

EXPERIENCE IN ARBITRATIONS**1. TEAM ENGINEERING AND CHINA NATIONAL IMPORT & EXPORT CORPORATION**

Position : Claims Specialist

Project : Southern Expressway (Pinnaduwa – Godagama)

2. KSJ CONSTRUCTION (PVT) LTD. AND CHINA NATIONAL IMPORT & EXPORT CORPORATION

Position : Claims Specialist

Project : Southern Expressway (Pinnaduwa – Godagama)

3. KOMUTHI ENGINEERING SERVICES (PVT) LTD AND UVA PROVINCIAL COUNCIL

Position : Counselor/Claims Specialist

Project : World Bank Funded Provincial Roads Improvement Project (UVA02)

4. CML-MTD CONSTRUCTION (PVT) LTD AND UVA PROVINCIAL COUNCIL

Position : Counselor/Claims Specialist

Project : World Bank Funded Provincial Roads Improvement Project (UVA05)

5. CML-MTD CONSTRUCTION (PVT) LTD AND WESTERN PROVINCIAL COUNCIL

Position : Counselor/Claims Specialist

Project : ADB Funded Provincial Roads Improvement Project (WP05&WP11R)

6. CML-MTD CONSTRUCTION (PVT) LTD AND CHINA HARBOUR CIVIL ENGINEERING

Position : Counselor/Claims Specialist

Project : Rehabilitation and Improvement of A32 Road

7. SIERRA CONSTRUCTION LTD. AND EASTERN PROVINCIAL COUNCIL

Position : Claims Specialist

Project : World Bank Funded Provincial Roads Improvement Project (EP01)

8. SIERRA CONSTRUCTION LTD. AND NORTHERN PROVINCIAL COUNCIL

Position : Claims Specialist

Project : ADB Funded Provincial Roads Improvement Project (NP01)

9. SIERRA CONSTRUCTION LTD. AND NORTHERN PROVINCIAL COUNCIL

Position : Claims Specialist

Project : ADB Funded Provincial Roads Improvement Project (PL7)

10. SELLTEC GROUP (PVT) LTD. AND CENTRAL PROVINCIAL COUNCIL

Position : Counsellor/Claims Specialist

Project : JICA Funded Provincial Road Improvement Project

EXPERIENCE IN CONTRACTS/PROCUREMENT MANAGEMENT**1. CENTRAL EXPRESSWAY PROJECT – ROAD DEVELOPMENT AUTHORITY**

FROM JANUARY 2016 TO APRIL 2016 – 4 MONTHS

Position : Cost Consultant/ Procurement Specialist (**Employer's Team**)

Project : Central Expressway Project (Section 3)

2. URS INFRASTRUCTURE & ENVIRONMENT UK LTD IN ASSOCIATION WITH RESOURCES DEVELOPMENT CONSULTANTS (PVT) LTD.

FROM APRIL 2015 TO DECEMBER 2015 – 9 MONTHS

Position : Contract Management Specialist (**Consultancy Team**)

Project : ADB Funded National Highway Sector Project

3. NORTHERN EXPRESSWAY PROJECT – ROAD DEVELOPMENT AUTHORITY

FROM SEPTEMBER 2014 TO MARCH 2015 – 7 MONTHS

Position : Cost Consultant/ Procurement Specialist (**Employer's Team**)

Project : Northern Expressway Project/ Central Expressway Project

EXPERIENCE IN QUANTITY SURVEYING**1. CARDNO ACIL IN ASSOCIATION WITH MG CONSULTANTS AND ENGINEERING CONSULTANTS LIMITED.****FROM FEBRUARY 2010 TO MARCH 2012 – 25 MONTHS**Position : Project Quantity Surveyor (**Consultancy Team**)

Project : Eastern and North Central Provincial Roads Project (Eastern Province)

2. EGIS BCEOM INTERNATIONAL (Sri Lanka)**FROM AUGUST 2009 UP TO JANUARY 2010 – 6 MONTHS**Position : Senior Quantity Surveyor (**Consultancy Team**)

Project : ADB Funded Road Project Preparatory Facility – Feasibility Study and Level 2 Design & Northern Road Connectivity Project

3. AL WASL AL JADEED CONSULTANTS (Dubai, U.A.E)**FROM JANUARY 2008 UP TO JULY 2009 – 19 MONTHS**Position : Senior Quantity Surveyor (**Consultancy Team**)

Project : Dubai Maritime City Project

4. D. G. JONES & PARTNERS (ME) (Abu Dhabi, U.A.E)**FROM MAY 2007 UP TO DECEMBER 2007 – 8 MONTHS**Position : Senior Quantity Surveyor (**Consultancy Team**)

Project : Al Raha Gardens Project

5. ARKITEKNIK INTERNATIONAL CONSULTING ENGINEERS (Dubai, U.A.E)**FROM AUGUST 2005 TO MAY 2007 – 22 MONTHS**Position : Senior Quantity Surveyor (**Consultancy Team**)

6. CARDNO MBK INTERNATIONAL IN ASSOCIATION WITH SMEC INTERNATIONAL.

FROM MARCH 2004 TO AUGUST 2005 – 18 MONTHS

Position : Project Quantity Surveyor (**Consultancy Team**)

Project : Road Sector Development Project (PRC)

FROM NOVEMBER 2002 TO FEBRUARY 2004 – 15 MONTHS

Position : Project Quantity Surveyor (**Consultancy Team**)

Project : Southern Province Roads Improvement Project

7. FREELANCE QUANTITY SURVEYOR

FROM JULY 2002 TO NOVEMBER 2002 – 4 MONTHS

Position : Quantity Surveyor

8. CHANDRANAYAKA & CO.

FROM FEBRUARY 2002 TO JULY 2002 – 6 MONTHS

Position : Project Quantity Surveyor/Planning Engineer (**Construction Team**)

Project : Mahaweli System “C” Upgrading Project (Package No. 3)

FROM APRIL 2000 TO FEBRUARY 2002 – 22 MONTHS

Position : Project Quantity Surveyor (**Construction Team**)

Project : Perth Paradise Residential Colony at Horana

FROM DECEMBER 1998 TO APRIL 2000 – 16 MONTHS

Position : Project Quantity Surveyor (**Construction Team**)

Project : Greater Colombo Flood Control & Environment Project Phase II

9. UNIMO ENGINEERING

FROM DECEMBER 1997 TO DECEMBER 1998 – 12 MONTHS

Position : Quantity Surveyor (**Consultancy/ Construction Team**)

10. MAGA ENGINEERING (PVT) LTD.

FROM JANUARY 1996 TO APRIL 1996 – 4 MONTHS

Position : Trainee Quantity Surveyor (**Construction Team**)

Project : Sindbad Garden Hotel Project at Kalutara

11. STATE ENGINEERING CORPORATION

FROM AUGUST 1995 TO DECEMBER 1995 – 4 MONTHS

Position : Trainee Quantity Surveyor (**Consultancy Team**)

ANNEX B



Mr. Tilak Kolonne

B.Sc. (Hons)., DipArb, FIQSSL

Objective

To elevate the status of the obtained educational qualifications and experiences in the direction of recognition by all parts of the society and to provide highest standards of professionalism, skills and integrity throughout the career.

Career/ Experience

Consultant, DAB Member/ Adjudicator, Arbitrator, Mediator, Chartered Quantity Surveyor with about 30 years of experience including international experience.

Details of experience:

Currently serves as;

DAB Member/ Adjudicator in Sri Lanka attached to various projects.

Party representative/ consultant in various adjudication and arbitration proceedings.

Claims consultant and adviser to various contractors and employers on complex contractual matters.

Record of Construction Industry Involvements in Sri Lanka:

Enlisted Adjudicator of Construction Industry Development Authority (CIDA) since 2012

Panel member of Construction Excellence Award programme of CIDA since 2002

Participated in various industry activities conducted by CIDA including training/ seminar sessions, preparation of Civil Engineering Standard Method of Measurement, various standard documents

Personally prepared a standard form of subcontract and provided to CIDA without any fee

Visiting lecturer - Centre for Housing Planning and Buildings of CIDA and University of Moratuwa

Record of Construction Industry Involvements in Sri Lanka (continued):

Served in various projects as Adjudicator as nominated by CIDA

Trainer and resource person in construction industry

Life member of Organization of Professional Associations (OPA)

Council member (past) of Institute of Quantity Surveyors Sri Lanka

Founder Secretary of RICS-Sri Lanka

Founder Secretary of Institute of Dispute Management Professionals Sri Lanka

Employment history:**2015 – 2017; Diwan of Royal Court, Oman****Contracts Manager**

Contracts Manager attached to Oman Botanic Garden project

2013 – 2015; Hill International, Doha, Qatar**Contracts Manager/ Senior Quantity Surveyor**

Contracts Manager/ Senior Quantity Surveyor attached to four different hospital projects in Qatar

2006– 2013; VFORM Consultants, Sri Lanka

VFORM Consultants Private Limited, Sri Lanka and involved in the following works:

Overall management of Quantity Surveying functions including contract administration, claims management and dispute management for various projects (buildings including hotels, roads, infrastructure works) in Sri Lanka, Maldives and Seychelles.

2004 – 2006; Qatar Petroleum, Qatar**Senior Contracts Engineer/ Officer**

At Qatar Petroleum Corporation as Contracts administrator/ coordinator for Project Management consultant, other consultants and contractors for the development (pre-contract) of Qatar National Library in Doha (EPIC/ Design-Build Contract of approx. USD 420 million) including overseeing Value Engineering exercises.

At Qatar Petroleum Corporation as Contracts administrator/ coordinator for Project Management consultant, other consultants and contractors for the development of various individual contracts of Education City development in Doha (personally involved in approx. US\$ 600 million worth of various individual contracts).

Administration of various contract procurement systems to suit the circumstances including administration of Novated contracts.

Coordination of Tender & contract documents, technical and commercial negotiations with tenderers, tender evaluations and reports, finalization of contract awards, and preparation of Tender Award Submissions for approval of Board of Directors of Qatar Petroleum, contract close-out.

Evaluation of contractors' contractual and other claims including extension of time claims for the above developments on behalf of Qatar Petroleum Corporation.

Coordination of meetings with contractors in the evaluation of commercial and legal/contractual matters and claims.

2001 – 2004; State Engineering Corporation (SEC), Sri Lanka

Chief Quantity Surveyor

Manager of Quantity Surveying Section and involved in the following activities and reports to Deputy General Manager.

Management and administration of tenders mainly for procurement of Public Sector construction works financed by public funds and donor funds.

Represented on behalf of SEC Consultants in Government appointed Technical Evaluation Committees, Tender Boards including Cabinet Approved Tender Boards.

Involved in Alternate Dispute Resolution works and acted as Adjudicator in resolving various construction related disputes.

Defending contractors' claims on behalf of SEC.

Modify Tender Conditions and Conditions of Contract to suit current "Guidelines on Government Tender Procedure-Rev. 1997" , ICTAD Conditions of Contract and Standard Bidding Documents of World Bank and Asian Development Bank.

Identified the requirement and initiated preparation of a single standard set of tender documents for procurement purposes in compliance with "Guidelines on Government Tender Procedure-Rev. 1997" with the Models of new ICTAD Standard Bidding Document-Procurement of Works (2002) and Standard Bidding Documents of World Bank and Asian Development Bank.

Initiated to prepare in-house cost data base based on cost information (tender vs. final account) in the form of Detailed Cost Analyses.

Advise the senior management of deficiency in the current services to clients in relation to progress financial status reports for cost control purposes and recommended the requirement to produce monthly financial reports for each major project in future.

2000 – 2001; Al Nekhreh Contracting Co., Dubai**Senior Quantity Surveyor**

In-charge officer of Contracts Procurements Division and involved in the following activities.

Preparation of tender documents, obtain and evaluate tenders for procurement of subcontracts for building projects.

Preparation of comparison statements of tenders and prepare reports to the senior management for approval/ award.

Involved in tender/ contract reviews and advise senior management of potential risks involved with the projects.

1998 – 2000; Department of Civil Aviation, Government of Dubai.**Senior Quantity Surveyor**

Contracts administrator for various individual contracts in the expansion project of Dubai International Airport (approx. US\$ 450 million) and involved in the following activities.

Administration activities (pre-contract & post contract) including preparation of tender & contract documents.

Negotiations with tenderers, finalization of award of contracts/purchase agreements, preparation of tender evaluation and “Basis of Award” reports.

Participation in meetings with contractors in the evaluation of commercial and legal/ contractual matters and claims. Evaluation of contractors contractual/ financial claims.

Carrying out consultant’s services in-house for minor civil, electrical and mechanical projects.

Preparation of periodical financial status reports for the projects.

Review contractors’ payment applications and finalization of variations and final accounts for civil, electrical and mechanical/ storm water drainage projects.

1993 – 1998; Hanscomb Consultants Inc., Oman**Projects Quantity Surveyor**

Contracts administrator for following various projects and involved in the following activities.

New General Hospital Project at Sohar (Approx. US\$ 50 million)

Al-Tarayf drainage (Storm & Foul water) Project (Approx. value US\$ 30 Million)

Wadi Hibi Road Project (Approx. value US\$ 23 Million)

Development of Sohar Industrial Estate (Provision of all mechanical and electrical services to individual plots – value US\$ 26 Million)

Contracts administration activities (pre-contract & post contract) including, preparation of financial status reports for the employer.

Review contractors' claims & variations.

Participation in meetings with the contractors and the employer in discussing commercial and contractual disputes/ matters.

Review contractor's progress payment applications and preparation of recommendations to the employer.

Preparation of tender/ contract documents & evaluations. Finalization of final accounts.

1991 – 1992; Surath Wickramasinghe Associates, Sri Lanka

Projects Quantity Surveyor

Involved in preparation of tender documents, cost plans and tender evaluation reports for various buildings

Preparation of feasibility study report.

Education

B.Sc. (honors) in Quantity Surveying, University of Moratuwa, Sri Lanka (1991).

Diploma in commercial Arbitration, Sri Lanka (2007)

Followed certificate course in Adjudication at University of Reading/ College of Estate Management, United Kingdom

Professional affiliations

Fellow of The Royal Institution of Chartered Surveyors, United Kingdom (FRICS) (Retired)

Associate member of The Chartered Institute of Arbitrators, United Kingdom (ACI Arb) (Retired)

Fellow of Institute of Quantity Surveyors Sri Lanka (FIQSSL).

Country Representative (Past) of Dispute Resolution Board Foundation (United States of America)

Date of Birth

18th April 1965.

Contacts

Telephone: +94 777 957288

email :

tiko@sltnet.lk

tilakkolonne@yahoo.com

Kolonne Appuhamilage Tilak Pushpakumara (also named as Tilak Kolonne)

January 2022

ANNEX B

DR ANANDA RANASINGHE
FIStructE, FICE, FIE (SL), FSSE, FCIArb
BSc Eng (Hons), MEng, MTech, LLM (Wales), LLM (Colombo), PhD
CHARTERED ENGINEER, ATTORNEY-AT-LAW
136/2, VIJAYA KUMARANATUNGA MAWATHA, COLOMBO 5, SRI LANKA.
Mobile : 071-8043492,
Email : engananda@gmail.com

5th April 2022

Project Director
Kandy Multimodal Transport Terminal Development Project
Road Development Authority
Embilmeeagama
Pilimathalawa



SUBJECT: MEMBER OF THE DISPUTE ADJUDICATION BOARD
PROJECT: Kandy Multimodal Transport Terminal Development Project (KMTTDP) IDA
Credit Number 6623-LK (concessional) and 6624-LK (non-concessional)

With reference to your e-mail dated 4th April 2022 I have no objection to nominating me as a member of the Dispute Adjudication Board for the captioned Project. A copy of my CV is attached herewith.

Thank You.

Yours Faithfully

A handwritten signature in black ink, which appears to be "Dr Ananda Ranasinghe", is written below the text "Yours Faithfully".

Dr Ananda Ranasinghe

CURRICULUM VITAE

Name: Dr Ananda Ranasinghe

Profession: Chartered Civil & Structural Engineer, Attorney-at-Law

Address: 136/2, Vijaya Kumaranatunga Mawatha, Colombo 5

Phone: Office : 0113176050, Mobile : 0718043492,

Fax:

Email: engananda@gmail.com

Education: BSc Eng (Hons), (University of Peradeniya)
 MTech (Construction Management)
 MEng (Structural Engineering)
 LLM (Wales) - International Trade Law
 LLM (Colombo) corporate Law (results pending)
 PhD Construction Arbitration (University of Moratuwa)

Membership in Professional Organizations:

Fellow – Institution of Engineers (Sri Lanka)
 Fellow – Institution of Civil Engineers, UK
 Fellow – Institution of Structural Engineers, UK
 Fellow – Society of Structural Engineers (Sri Lanka)
 Fellow Chartered Institute of Arbitrators
 Attorney-at-Law of the Supreme Court
 Past President of the Institution of Engineers, Sri Lanka

Key Experience:

- Participation in Arbitration and Adjudication.
- Visiting Lecturer and Examiner at the University of Moratuwa for Masters Degrees
- Visiting Lecturer and Examiner at the Institution of Commercial Law & Practice (ICLP Arbitration Centre) for ICLP Diploma course
- Visiting Lecturer and Examiner at the Institution of Engineers, Sri Lanka (IESL) for engineers

- Visiting Lecturer and Examiner at the Sri Lanka Institute of Architects (SIAL) for architects
- Preparation of Quality Assurance documents, Tender documents and specifications.
- Construction supervision and project management.
- Preparation of Feasibility Studies and report writing.
- Construction of Roads, Bridges and Buildings
- Design of Multi-storied building, Water retaining structures, water distribution systems, water towers and bridges in concrete and steel.
- Served as an Engineering Consultant in the rank of Brigadier in the Sri Lanka Army

Employment Record:

- a) 2000 to date: Working as Adjudicator and Arbitrator on many construction projects.
- b) August 1998 – September 2000: Structural Engineering Consultant - National Building Research Organization
- c) January 1997 – August 1997: Design Engineer – PS Consultants, Malaysia
- d) January 1995 – December 1996: Design Engineer – Penta Ocean, Malaysia
- e) May 1980 – July 1988 and Jan 1994 – Jan 1995: Sr. Design Engineer – Design Consortium Ltd., Colombo.
- f) Nov 1988 – Jan 1994: Assistant Works Engineer & Design Engineer – Roads and Traffic Authority, Australia
- g) May 1978 – April 1980: Design Engineer & Executive Engineer – Department of Highways, Sri Lanka
- h) May 1976 – May 1978: Project Engineer – Mahaweli Development Board, Sri Lanka

EXPERIENCE IN ADJUDICATION

**PROJECT: SOUTHERN HIGHWAYS
PARTIES: KUMAGAI GUMI CO. / ROAD DEVELOPMENT AUTHORITY**

Dispute	Disputed Amount-Rs.	Reference Date
SDAB 01 Mark Up on Subcontractors	25% mark up	1/09/2006
SDAB 02 Sub-Surface Conditions being not Reasonably Foreseeable	-	1/9/2006
SDAB 03 Change of Legislation – VAT on Diesel	-	15/9/2006
SDAB 04 Method of Measurement & Payment	-	9/10/2006
SDAB 05 Cost of Blasting License, Permanent/Temporary Relocation, Temp. Evacuation due to Blasting Activities	-	23/11/2006
SDAB 06 Bridges: Additional Design	-	18/12/2006
SDAB 07 Mark Up on Variations	-	18/12/2006
SDAB 08 Additional Aggregate Haulage Cost (VO 48)	-	23/3/2007
SDAB 09 Widening of Bridge Decks	-	3/4/2007
SDAB 10 Measurement and payment for Earthworks for Structures	-	6/4/2007
SDAB 11 Increased cost of Rock Excavation due to req. by CEA	-	6/4/2007
SDAB 12 Additional Haulage Cost (Var. Notification No. 47)	-	6/4/2007
SDAB 13 New Rate for Prime Coat Liquid Asphalt Medium	-	25/4/2007
SDAB 14 DAB Decisions and Interim Application Thereof	-	7/5/2007
SDAB 15 Claim 198 Bridge B17 Changed Foundations	-	18/5/2007
SDAB 16 Bidge B07 Abutment A1 Idling of Piling Resources	-	18/5/2007
SDAB 17 Scour Protection Works	52,886,200	6/6/2007
SDAB 18 Removal of Trees	15,039,329	13/6/2007
SDAB 19 Respondent for Failure of Corrugated Metal Underpass	-	18/7/2007

SDAB 20 Metal Structure: Inside Finishing Application and Amendt.	-	30/7/2007
SDAB 21 Bridge B07 – Bored Piles	-	6/8/2007
SDAB 22 Unsuitable Soil Replacement at Bridge Structures	-	24/10/2007
SDAB 23 High Strength Geotextile Fabrics	-	24/10/2007
SDAB 24 Piled Embankment	-	12/11/2007
SDAB 25 Local Resident's Interruptions	-	12/11/2007
SDAB 26 Non Culpable Delays and Associated cost	-	10/12/2007
SDAB 27 Confirmation of DAB's Request for EOT on Decsn Date	-	24/3/2008
SDAB 28 Partial Excavation & Displacement Method	-	23/4/2008
SDAB 29 Increased Cost in Excavation/Deposit of Unclassified Material	-	?
SDAB 30 Additional Drawing Cost	-	7/8/2008
SDAB 31 <i>No documents</i>	-	-
SDAB 32 Shoulder Trimming	-	21/5/2009
SDAB 33 Release of Retention for South Section	-	26/6/2009
SDAB 34 Cofferdam works 4-Cell RCBC (G016C)	-	7/8/2009
SDAB 35 Responsibility for Settlement of Metal Structure	-	9/12/2009
SDAB 36 Responsibility for Rectification of Corroded Metal Structures	-	22/1/2010
SDAB 37 Responsibility For Corrosion and Future Removal and Replacement of Corroded Metal Structure	-	1/2/010
SDAB 38 Responsibility for Replacement RCBU Structure	-	8/3/2010
SDAB 39 Responsibility for Headwall Crack and Gabion Wall Repair of Metal Structures	-	19/3/2010
SDAB 40 Mark Up on Centre Median Guardrails	-	3/6/2010
SDAB 41 Settlement of RCP 2605C	-	3/3/2011
SDAB 42 Slope Protection Works – Buttress Wall	-	14/3/2011

SDAB 43 Bridge Pile Cap & Pier Stem Cracks	-	23/3/2011
SDAB 44 EOT FOR Completion & Prolongation Cost	-	10/8/2011
SDAB 45 Disruption Claim	-	10/2/2011
SDAB 46 Extension of Time for Completion and prolongation Cost	-	24/2/2011

PROJECT: CEYLINCO CELESTIAL RESIDENCIES PROJECT
PARTIES: CEYLINCO HOMES INTERNATIONAL (LOTUS TOWER) LIMITED / MAGA
ENGINEERING (PVT) LIMITED

Dispute No. 01 Extension of time and cost caused by the suspension and resumption of works.	Rs.238,050,000/-	18/5/2009
Dispute No. 02 Extension of time and cost caused by the delay in structural piling work	Rs. 269,500,000/-	3/9/2009
Dispute No. 03 Request of Extension of time with cost, profit, interest, etc.	Rs. 581,843,942/-	11/9/2008
Dispute No. 04 Dispute in respect of Extension of time and cost due to delay in clearance of components of Mivan Formworks system from Port of Colombo	Rs. 22,750,000/-	28/10/2009
Dispute No. 05	-	-
Dispute No. 06	-	-
Dispute No. 07 Contractor's claim for cost of EOT for delay caused by Piling Contractor	Rs. 246,800,000/-	15/2/2010
Dispute No. 08 Claim for extension of time and compensation for delayed settlement of invoices, employer's failure to open letters of credit and suspension of work by the employer	Rs. 423,820,360/-	1/3/2010

PROJECT: GALLE DENIYAYA ROAD
PARTIES: CHINA OVERSEAS ENG. GROUP CO. LIMITED / ROAD DEV. AUTHORITY

Dispute No. 01 Calculation of Adjustment to Contract Price due to escalation	-	5/1/2009
Dispute No. 02 (<i>Deferred</i>) Mistake in the Indices	-	5/1/2009
Dispute No. 03 Use of M48 Road Metal in lieu of inapplicable Index M7	-	8/10/2009
Dispute No. 04 Additional Cost due to Delay (Prolongation Cost)	Rs 26,767,615 US\$ 394,337	15/12/2011

Dispute No. 05 Idling of Resources due to Shortage of Bitumen	-	18/11/2010
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PROJECT: NITTAMBUWA/KANDY ROAD**PARTIES: KEANGNAM ENTERPRISES / ROAD DEVELOPMENT AUTHORITY**

Dispute No. 01 Interpretation of Clause 13.8 Conditions of Particular Applications	-	19/1/2009
Dispute No. 02 Amendment of PAYE Tax of Expatriate Employees	-	Xxx
Dispute No. 03 Weightings in price fluctuation formula	-	11/3/2009
Dispute No. 04 Additional fuel adjustment charge to Electricity	-	16/3/2009
Dispute No. 05 EOT and Cost	-	29/3/2009
Dispute No. 06 Delay in cost due to shortage of 60/70 Bitumen	Rs. 3,175,000	13/7/2009
Dispute No. 07 Payment of Financing Charges for delayed payments	Rs. 16,434,753	24/7/2009

PROJECT: PADENIYA PUTTALAMA ROAD PROJECT**PARTIES: MAGA-KDAW JV / ROAD DEV. AUTHORITY**

Dispute No. 01 Application of indices relevant to ABC Road Metal and Bitumen	-	9/3/2009
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PROJECT: INGIRIYA/RATNAPURA ROAD PROJECT**PARTIES: WAKACHIKU CONSTRUCTION COMPANY LTD./ROAD DEV. AUTHORITY**

Dispute No. 01 Claim 1 Payment due to Deletion of Engineer's Laboratory	Rs. 6,982,347/-	12/01/2009
Dispute No. 01 Claim 2 Delay in commencement of setting out works due to variations	<i>(Withdrawn)</i>	12/1/2009
Dispute No. 02 Adjustment to Contract Price due to Changes in Cost	-	22/7/2009
Dispute No. 04 Claim for Rate Revision due to Change in Scope of Work	-	8/9/2009
Dispute No. 05 Extension of Time due to increase in quantum work and other variations	-	15/9/2009
Dispute No. 06 Calculation of Input Percentages of the Price Adjustment Formula	-	23/10/2009

Dispute No. 07 Additional cost incurred due to prolongation	Rs. 11,403,377/-	18/2/2010
Dispute No. 08 Reimbursement of Cost incurred for laying BBB on edge widening block	Rs.20,000,000/-	6/4/2010

PROJECT: CEYLON PETROLEUM CORPORATION HEAD OFFICE BUILDING**PARTIES: TUDAWE BROTHERS/CEYLON PETROLEUM CORPORATION**

Dispute No. 01 Measurement & Payment of Power Cables in LV Distribution System	Rs. 22,388,410	11/11/2011
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PROJECT: JBIC FUNDED ROAD IMPROVEMENT PROJECT IN CENTRAL AND SABARAGAMUWA PROVINCES**PARTIES: CONSULTING ENGINEERS & CONTRACTORS/CENTRAL PROVINCIAL COUNCIL**

Dispute arising due to Claimant disagreement with Respondent's revision of Engineer's determination.	Rs. 44,079,187/-	28/2/2010
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PROJECT: WELLAWAYA/SIYAMBA-LANDUWA ROAD PROJECT**PARTIES: SINOHYDRO CORPORATION/ ROAD DEV. AUTHORITY**

Dispute No. 01 Omission of Building & Equipment for Laboratory	Rs. 3,554,843	23/7/2009
Dispute No. 02 Interpretation of Clause 13.8 of Conditions of Particular Application to the Contract	-	20/7/2009
Dispute No. 03 Change of inappropriate indices in Clause 13.7	-	17/9/2009

PROJECT: SIYAMBALANDUWA/AMPARA ROAD PROJECT**PARTIES: SINOHYDRO CORPORATION/ ROAD DEV. AUTHORITY**

Dispute No. 01 Interpretation of Clause 13.8 of Conditions of Particular Applications	-	20/7/2009
Dispute No. 02 Adoption of appropriate indices in Clause 13.7 (Bitumen in Bulk)	-	17/9/2009

PROJECT: UDATENNA/MAHIYANGANA ROAD PROJECT**PARTIES: KEANGNAM ENTERPRISES/ ROAD DEV. AUTHORITY**

Dispute No. 01 Suspension of Construction due to delay of legal clearance from the Dept. of Wild Life Conservation	-	26/8/2010
Dispute No. 02 Interest on Delayed Payment – VAT Component	-	04/10/2011

Dispute No. 03 Exemption of NHSP from VAT	-	27/7/2011
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PROJECT: NUWARAELIYA/BADULLA ROAD PROJECT
PARTIES: KEANGNAM ENTERPRISES/ ROAD DEV. AUTHORITY

No Disputes		
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PROJECT: GREATER COLOMBO SEWERAGE PROJECT
PARTIES: ANGERLEHNER/NATIONAL SUPPLY & DRAINAGE BRD.

Dispute No. 01 Non-payment of work done by Contractor on lump contract.	€ 279,309	18/1/2011
Dispute No. 02 Claim for expenses on import duty and payment for repair work of damaged building.	Rs. 428,868 Rs. 22,000,000	11/6/2011

PROJECT: GANTHALAWA/THAMBALAGAMWA RD. PROJ.
PARTIES: TUDAWE BROTHERS/ROAD DEVELOPMENT AUTHORITY

No Disputes	-	-
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PROJECT: OUTER CIRCULAR HIGHWAY- PHASE II
PARTIES: TAISEI CORPORATION / ROAD DEV. AUTHORITY

No disputes	-	-
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PROJECT: LELLOPITIYA/HETTIKANDA ROAD – JICA/PRDP/SGP/SG2RP1
PARTIES: TUDAWE BROTHERS (PVT) LTD./SABARAGAMUWA PROVINCIAL COUNCIL

No disputes	-	-
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EXPERIENCE IN ARBITRATION**DISPUTE: SUPPLY OF 250,000 PRE-STRESSED CONCRETE POLES****PARTIES: CEYLON ELECTRICITY BOARD/FLAPEC (PVT) LTD.**

Dispute	Disputed Amount-Rs.	Reference Date
Claim No. 01 Liquidated Damages recovered by the CEB	Rs. 18,816,606/-	21/2/2007
Claim No. 02 Failure to pay purchase price of concrete poles	Rs. 69,445,926/-	21/2/2007
Claim No. 03 Wrongful encashment of Performance Bond	10,244,354/-	21/2/2007
Claim No. 04 Wrongful encashment of Mobilization advance Guarantee	Rs. 13,176,356/-	21/2/2007
Claim No. 05 Wrongfully claiming liquidated damages	Rs. 75,764,248/-	21/2/2007

PROJECT: CONSTRUCTION OF PANORAMA APARTMENTS**PARTIES: AUSTRALIA CONSTRUCTION & PROP. DEV. (PVT) LTD./ CHINA NATIONAL AUTO. IND. GIE CORP.**

Dispute due to delay in construction	120,000,000	15/10/2007
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PROJECT: DAMBULLA SUPERMARKET COMPLEX**PARTIES: SENEVIRATNE ASSOCIATES/ DAMBULLA PRADESHIYA SABHAWA**

Non-settlement of final payments in spite of DAB decision.	Rs. 5,338,307	20/5/2002
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PROJECT: CONSTRUCTION OF MUNICIPAL MARKET**PARTIES: DENARSH INDUSTRIES/COLOMBO MUNICIPAL CNCL.**

Claim for balance amount due, retention, security services, interest and costs	Rs. 19,257,285	14/5/2008 circa
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PROJECT: JBIC FUNDED PROVINCIAL ROADS IMPROVEMENT PROJECT IN CENTRAL AND SABARAGAMUWA PROVINCES**PARTIES: JB ATTANAYAKE/SABARAGMUWA PROV.CNCL.**

Dispute due to non-settlement of bills	Rs.300,125,129/-	4/4/2008
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PROJECT: CONSTRUCTION OF FILLING STATION**PARTIES: SESHAN ENGINEERING (PVT) LTD./CEYLON PETROLEUM CORPORATION**

Expenses incurred on mobilization, relocation of site and unlawful termination.	Rs. 7,434,455	21/7/2008
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PROJECT: CONSTRUCTION OF 4-STORIED OPD AND CLINIC COMPLEX AT GENERAL HOSPITAL, VAVUNIYA**PARTIES: VV RAMANATHAN/ NORTHERN PROVINCIAL COUNCIL**

Nine disputes arising out of the contract	Rs.35,522,748/-	2008
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**PROJECT: CINNAMON GARDEN HOUSING COMPLEX AT SANDI-CRAFT ESTATE, EKLA,
JA-ELA.**

PARTIES: SUNRISE PROPERTY HOLDINGS/USS ENGINEERING (PVT) LIMITED

Claim for non payment of dues and unlawful termination of the contract.	Rs. 11,170,315/-	8/7/2008
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**PROJECT: JBIC FUNDED PROVINCIAL ROADS IMPROVEMENT PROJECT IN CENTRAL
AND SABARAGAMUWA PROVINCES**

PARTIES: JBATTANAYAKE/CENTRAL PROVINCIAL COUNCIL

Dispute in respect of non-payment of balance dues, interest on certified amounts, cost evaluation, interest on delayed payment, uncertified amount, retention, advance recovery, VAT, material at site, loss of profit, loss of goodwill, bank charges and claim on bonds and other expenses.	Rs.211,554,424/-	15/12/2008
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**PROJECT: BUILDING OF SCIENCE EDUCATION UNIT OF THE FACULTY OF SCIENCE,
UNIVERSITY OF PERADENIYA**

PARTIES: ANURA EKANAYAKE / SECRETARY, MIN. OF EDUCATION

Over-recovered advance payment, Balance on final bill, recovery from Performance Bond, retention, liquidated damages, payment incurred on security services, interest payments and arbitration costs.	Rs. 23,194,180/-	6/2/2009
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**PROJECT: REHABILITATION OF ROADS WITHIN THE ARCHAEOLOGICAL RESERVE
PARTIES: CHALLENGER/CENTRAL CULTURAL FUND**

Recovery of mobilization advance due to non-commencement of work, accumulated interest thereon, cost of overhead etc.	Rs. 4,244,174/-	30/10/2009
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PROJECT: COMMERCIAL COMPLEX AT RAGAMA

PARTIES: NALAKA JAYAWEERA/JA-ELA PRADESHIYA SABHAWA

Dispute arising from the failure to carry out piling work as specified for 10 storey building as contracted.	25,500,000	25/5/2009
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**PROJECT: REMEDYING DEFECTS OF THE WELIMADA PAHALAKOTAWERA
THROUGH KOTAGODA ROAD**

PARTIES: WIJEWARDENA CONSTRUCTIONS/UVA PROVINCIAL COUNCIL

Dispute due to delay in handing over of site, overhead costs due to delay in finalizing material specifications, salaries paid to workers and remobilization, recovery of Performance Guarantee, price adjustments on specific bills, increase in cost of bitumen, amount due but not billed, increased quantities, deduction of defects	Rs. 13,193,724/-	12/11/2009
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liability, amount due on price adjustment, loss of profit and unlawful termination of the contract.		
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PROJECT: CONSTRUCTION OF 3-STOREY BUILDING AT ELAPATHA VIDYALAYA
PARTIES: SODIAC CONSTRUCTION / PROVINCIAL EDUCATION DEPT.,
SABARAGAMUWA

Dispute arising due to non-settlement of final bill, VAT, loss of profit materials at site, overheads, delayed payment.	Rs. 6,791,100/-	19/5/2009
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PROJECT: CONSULTANCY SERVICES FOR AIR CONDITIONING AT SPECIAL
GOVERNMENT PROJECT, MADIWELA
PARTIES: ZEUS ENGINEERING/ROAD DEVELOPMENT AUTHORITY

Claim on work done and interest thereon, amount due on expanded scope and interest thereon, extra time and interest thereon.	Rs. 26,588,694/-	22/4/2010
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PROJECT: CONSTRUCTION OF JUBILEE MARKET BUILDING
PARTIES: KEGALLE URBAN COUNCIL/ CENTRAL SUPPLIERS (PVT) LIMITED

Dispute arising from non-settlement of bills, extra works, excess quantities, price escalation, extension of time	Rs. 4,642,374	00/03/2010
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PROJECT: JBIC FUNDED PROVINCIAL ROADS IMPROVEMENT PROJECT IN CENTRAL
PROVINCE – LOAN No. SL-P- 76
PARTIES: WGMM PADMINI/CENTRAL PROVINCIAL COUNCIL

Dispute in respect of price indices in the price fluctuation formula	-	20/05/2010
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PROJECT: PROPOSED RESIDENTIAL UNIT FOR MANAGEMENT DEVELOPMENT &
TRAINING INSTITUTION, PALLEKELE, CENTRAL PROVINCE
PARTIES: PRASAN CONSTRUCTION (PVT) LTD./CENTRAL PROVINCIAL COUNCIL

Termination of contract due to non-performance of contract in spite revised completion date.	Rs. 7,875,368	20/08/2010
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PROJECT: WATER SUPPLY SCHEME, OFFICER'S QUARTERS AND LECTURE HALL AT
SRI LANKA SCHOOL OF ANIMAL HUSBANDRY AT KARANDAGOLLA
PARTIES: FURNI DYNAMIC ENGINEERING (PVT) LTD./DEPARTMENT OF ANIMAL
PRODUCTION & HEALTH

Dispute in respect of non-payment of certified price escalation etc.	5,083,557/-	4/10/2010
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PROJECT: MITIGATORY MEASURE FOR THE AFFECTED AREA DUE TO LANDSLIDE
OCCURRED AT THE VICTORIA POWER STATION
PARTIES: RATNAYAKE CONSTRUCTIONS/CEYLON ELECTRICITY BOARD

Dispute in respect of partial payment of final bill, accumulated interest, restriction of discount offered, retention fees and legal interest, cost of arbitration and litigation.	Rs. 2,538,513	29/10/2010
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PROJECT: PROPOSED RENOVATION TO THE EXISTING BUNGALOW AT WATURUGAMA

PARTIES: RL PERERA/HEMAKA AMARASURIYA

Claim for delayed payment of balance amount, interest and arbitration costs	Rs. 6,288,403/-	30/4/2012
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PROJECT: PROVISION OF SERVICES FOR PURPOSES OF COLLECTION, CLEARANCE, TRANSPORTATION AND DELIVERY OF GOODS

PARTIES: DRH LOGISTICS LANKA (PVT) LTD./MINISTRY OF ECONOMIC DEVELOPMENT

Claim for Unsettled payments on invoices and Interest on delayed payment	Rs. 18,082,800/-	31/05/2012
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PROJECT: DESIGN AND BUILDING CONTRACT OF GETAMBE SMALL SCALE HYDROPOWER PROJECT

PARTIES: VONLAN CONSTR. (PVT) LTD./ASIA HYDROPOWER GENRTN. (PVT) LTD.

Dispute arising from non-payment of certified payment, interest and unlawful termination of the contract.	Rs. 11,997,912/-	26/12/2012
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PROJECT: CONSTRUCTION OF FLYOVER ACROSS LEVEL CROSSING AT ORUGODAWATTE

PARTIES: CHINA AUTO CAIEC LTD./ ROAD DEVELOPMENT AUTHORITY

Claim for price escalation in Bitumen, overheads of salaries, house rent, electricity and water, telephone, travel, increase due to removal of VAT, interest, costs etc.	Rs. 54,854,624/-	28/3/2013
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Particular Conditions

Part C- Fraud and Corruption

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

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening,

harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner¹; (ii) to be a nominated ² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors,

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

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

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

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

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The metrics that are required should be determined by the ES risks and impacts of the Works.]

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. allegations of SEA and SH) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment:*
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done):*
 - i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

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

Particular Conditions

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

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

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

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

Contract reference *[insert contract reference]*

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

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

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

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Proposer that submitted a Proposal, unless the Proposer has previously received notice of exclusion from the process at an interim stage of the procurement process.]

[Send this Notification to the Proposer's Authorized Representative named in the Proposer Information Form]

For the attention of Proposer'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 Proposers. The Notification must be sent to all Proposers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Proposer

Name:	<i>[insert name of successful Proposer]</i>
Address:	<i>[insert address of the successful Proposer]</i>
Contract price:	<i>[insert contract price of the successful Proposer]</i>
Technical Score:	<i>[insert the technical score of the successful Proposer]</i>

2. Other Proposers *[INSTRUCTIONS: insert names of all Proposers that submitted a Proposal. If the Proposal's price was evaluated include the evaluated price as well as the Proposal price as read out.]*

Name of Proposer	Technical Evaluation (Design)		Proposal Price	Evaluated Proposal Cost (if applicable)
	Score Obtained	Pass / Fail		
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>

3. 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 Proposal. 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 Proposer, 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.

4. 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 Proposer, 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 Proposer who submitted a Proposal in this procurement, 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 deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

5. 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 PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Proposer¹. In case of joint venture, the Proposer 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 Proposer is any natural person who ultimately owns or controls the Proposer 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 Proposer directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer

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

Request for Proposal 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 Proposer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

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

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

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 Proposer 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 Proposer”

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

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

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

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

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

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

This is to notify you that your Proposal 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 Proposers, 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 **PDS ITP 53.1** within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the RFP 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 Proposal 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 Proposal
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions
 - (f) the Employer’s Requirements
 - (g) the completed Schedules, and
 - (h) the Contractor’s Proposal and any other documents forming part of the Contract including, but not limited to:
 - i. Code of Conduct for Contractor’s Personnel (ES).
 - ii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration
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.: _____ *[Insert guarantee reference number]*

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its 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 (ies) 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.

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

[signature(s)]

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

Advance Payment Security

Demand Guarantee

[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.

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

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

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.*

day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

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

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert 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.

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

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.*

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."*