

**PROJECT MANAGEMENT UNIT (PMU)  
COMMUNICATION & WORKS DEPARTMENT PESHAWAR**  
“Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE)”



**REQUEST FOR BIDS**  
(Single Stage One Envelope Bidding Process)

**Procurement of Works:**

**Package -01: Upgradation of Abbottabad - Thandiani Road**

**(Length: 24.377 Km)**

**REF No: PK-KP C&W – 225741 – CW – RFB**

**Country: Islamic Republic of Pakistan**

**Issued on March 22, 2021**

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**STANDARD PROCUREMENT  
DOCUMENT**

**Request for Bids  
Works**

**For Projects with Project Concept Notes (PCN)  
Decision Notes  
on or before October 1, 2018**

**AND**

(where the Bank's Disqualification mechanism for non-compliance with  
SEA/SH obligations **DOES NOT APPLY**)

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# Foreword

This Standard Procurement Document (SPD) for Works has been prepared by the World Bank.

This SPD has been updated to reflect the World Bank's *Procurement Regulations for IPF Borrowers, July 2016* as amended from time to time. This SPD is applicable to the Procurement of Works funded by IBRD or IDA financed projects whose Legal Agreement makes reference to the *Procurement Regulations for IPF Borrowers*.

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# Standard Procurement Document

## Summary

### Specific Procurement Notice - Request for Bids (RFB)

The template attached is the Specific Notice of Procurement for Request for Bids for a Bidding process without prequalification. This is the template to be used by the Employer.

### **Bidding Document: Request for Bids – Works (Without Prequalification)**

#### **PART 1 – BIDDING PROCEDURES**

##### **Section I - Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process when prequalification has not taken place. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

##### **Section II - Bid Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

##### **Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid.

##### **Section IV - Bidding Forms**

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

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**Section V - Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI - Fraud and Corruption**

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

**PART 2 – WORKS’ REQUIREMENTS****Section VII - Works’ Requirements**

This Section specifies the Scope of Works, Specification, the Drawings, and supplementary information that constitute the Works’ Requirements for the Works to be procured. The Works’ Requirements also include the environmental and social (ES) requirements (including requirements relating to Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH) which are to be satisfied by the Contractor in executing the Works.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS****Section VIII - General Conditions (GC)**

This Section refers to the “General Conditions” which form part of the Conditions of Contract for Construction (Second Edition 2017) published by the Federation Internationale Des Ingénieurs – Conseils (FIDIC).

**Section IX - Particular Conditions (PC)**

This Section includes particular conditions of the contract consisting of: Part A- Contract Data; Part B -Special Provisions, PART C – Fraud and Corruption; and PART D – Environmental and Social (ES) Reporting Metrics for Progress Reports. The contents of this Section supplement the General Conditions and shall be completed by the Employer.

**Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

## **Specific Procurement Notice**

# **Request for Bids Works**

**Employer:** Project Management Unit – KITE – C&W

**Project:** Khyber Pakhtunkhwa Integrated Tourism Development Enterprise - KITE

**Contract title:** Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km)

**Country:** Islamic Republic of Pakistan

**Loan No.:** IDA-64620

**RFB No:** PK-KP C&W – 225741 – CW – RFB

**Issued on:** March 22, 2021





# REQUEST FOR BIDS (RFB)

<b>Employer</b>	Project Management Unit (PMU C & W)
<b>Name of The Project:</b>	Khyber Pakhtunkhwa Integrated Tourism Development Project KITE
<b>Contract Title</b>	A. Up gradation of Abbottabad- Thandiani Road (Length: 24.377 Km) B. Up gradation of Mankial- Bada Serai Road (Length:22Km)
<b>Country</b>	Islamic Republic of Pakistan
<b>Loan No.:</b>	IDA- 64620 <b>RFB No.:</b> PK-KP C&W-225090-CW-RFB

- 1 – The Government of Khyber Pakhtunkhwa, Islamic Republic of Pakistan has received financing from the World Bank towards the cost of the Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) and intends to apply part of the proceeds toward payments under the contracts for

<b>A</b>	<b>Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km)</b>
<b>B</b>	<b>Upgradation of Mankial - Bada Serai Road (Length : 22 Km)</b>

- 2 – The Project Management Unit (PMU C & W) now invites Sealed Bids from eligible Bidders for:

Contract No.:	Name	Length	Location	Construction Period Months
LOT -01	Upgradation of Abbottabad - Thandiani Road	24.377 KM	<b>District Abbottabad.</b> Starting Point on Abbottabad-Nathiagali Road at a distance of 6 Km from City and Termination at Thandiani Top.	24
LOT -02	Upgradation of Mankial- Bada Serai Road	22 KM	<b>District Swat.</b> Starting Point on Swat- Kalam Road N-95 at a distance of 14 Km from Behrain Town and ends at Jabba Valley.	24

- 3 – Bidder may bid for one or both lots as further defined in the bidding documents. Evaluation and Award will be on the basis of Lots.
- 4 – Bidding will be conducted through **International Competitive** Procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulation for IPF Borrowers - Procurement in Investment Project Financing : **January, 2021** (" Procurement Regulation"), and is open to all eligible Bidders as defined in the Procurement Regulations.
- 5 – Interested eligible bidders may obtain further Information from Engr. Azmat Mahsud, Procurement Expert, Project Management Unit-KITE C & W , Phone No: 0092-91-9224344, 5710922, e-mail address: [pdkitec wd@gmail.com](mailto:pdkitec wd@gmail.com), [pekitec wd@gmail.com](mailto:pekitec wd@gmail.com) and inspect the bidding document during office hours from 0900 to 1700 hours at the address given below.
- 6 – **The Bidding document in English may be obtained by interested eligible Bidders free of cost upon the submission of a written application to the address below or download from website: [www.cwd.gkp.pk](http://www.cwd.gkp.pk) or [www.kptourism.com](http://www.kptourism.com) The document will either be delivered by hand or sent by courier, as convenient to bidder.**
- 7 – Bids must be delivered to the address below on or before **12:00 Noon on April 20, 2021**. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidder's designated representatives and anyone who chooses to attend at the address blow on **12:30 PM on April 20, 2021**.
- 8 – All Bids Must be accompanied by a " Bid Security" in shape of call deposit from any schedule bank of Pakistan in the Name of Project Director, PMU KITE C & W.
- 9 – A pre bid meeting will be held on **Tuesday March 30, 2021 at 11:00 am** in the office of **PD KITE C & W** at the address mentioned below. All bidders are invited and encouraged to attend the same. Bidders may join electronically with prior intimation to the PMU Up to **March 26, 2021**.
- 10 – Bidders may submit their grievances on [pdkitec wd@gmail.com](mailto:pdkitec wd@gmail.com) for the grievance redressal.
- 11 – The address (es) referred to above is (are):



THANDIYANI  
ROAD



MANKIAL  
BADA SERAI  
ROAD

INF/P/1439/21

**Project Director  
Project Management Unit  
KITE C & W**

**H# 08-BB, Mardan House, near Fawara  
Chowk, Park Road, University Town Peshawar.  
Phone No.0092-91-9224344,5710922  
Email:pekitec wd@gmail.com**



# Request for Bids Works

## Procurement of:

Package-01: Upgradation of Abbottabad - Thandiani Road  
(Length: 24.377 Km)

**Employer:** *Project Management Unit – KITE – C&W*

**Project:** *Khyber Pakhtunkhwa Integrated Tourism Development Enterprise - KITE*

**Contract Title:** *Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km)*

**Country:** *Islamic Republic of Pakistan*

**Loan No.:** *IDA-64620*

**RFB No:** *PK-KP C&W – 225741 – CW – RFB*

**Issued on:** *March 22, 2021*

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# Standard Procurement Document

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# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders

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# Section I - Instructions to Bidders

## A. General

### 1. Scope of Bid

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

1.2 Throughout this bidding document:

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

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

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

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

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

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

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

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



Employer’s Personnel;

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

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

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

## 2. Source of Funds

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

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

## 3. Fraud and Corruption

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

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

#### 4. Eligible Bidders

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

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

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

not under supervision of the Employer.

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

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

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

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

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

ITB 8.

**PART 1 Bidding Procedures**

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

**PART 2 Works' Requirements**

- Section VII - Works' Requirements

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

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

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of the Bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information and documentation as is required by the Bidding document.

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

- 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in**

**the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.

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

**8. Amendment of Bidding Document**

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

**C. Preparation of Bids****9. Cost of Bidding**

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

**10. Language of Bid**

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

**11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid prepared in accordance with ITB 12;
  - (b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;
  - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
  - (d) Alternative Bid, if permissible, in accordance with ITB 13;
  - (e) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
  - (f) Qualifications: documentary evidence in accordance

with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

- (g) Conformity: a technical proposal in accordance with ITB 16; and
- (h) any other document required in the BDS.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

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

## 12. Letter of Bid and Schedules

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

## 13. Alternative Bids

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

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

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



details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

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

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

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

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.

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

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions

applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **If, however, rated criteria is used in accordance with ITB 35.2, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

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

**15. Currencies of Bid and Payment**

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

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

**16. Documents Comprising the Technical Proposal**

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

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

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

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

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

**18. Period of Validity of Bids**

- 18.1 Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:
- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**;
  - (b) in the case of **adjustable price** contracts, no adjustment shall be made; or
  - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

**19. Bid Security**

- 19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as **specified in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

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

- 19.4 If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security, and if required in the BDS, the Environmental and Social (ES) Performance Security.
- 19.7 The Bid Security may be forfeited:
  - (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 47; or

- (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.

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

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

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 47; or
  - (ii) furnish a Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48,

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

## 20. Format and Signing of Bid

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

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

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the

signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

#### **D. Submission and Opening of Bids**

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

21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid; and
- (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
  - (i) in an envelope marked “ORIGINAL –ALTERNATIVE BID”, the alternative Bid; and
  - (ii) in the envelope marked “COPIES- ALTERNATIVE BID”, all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

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

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

- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
  - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.
- 25. Bid Opening**
- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and

place **specified in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending Bid opening in the manner **specified in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
  - (a) the name of the Bidder and whether there is a



withdrawal, substitution, or modification;

- (b) the Bid Price, per lot (contract) if applicable, including any discounts;
- (c) any alternative Bids;
- (d) the presence or absence of a Bid Security, if one was required.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **E. Evaluation and Comparison of Bids**

#### **26. Confidentiality**

26.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.

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

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

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

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

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

its Bid may be rejected.

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

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

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

**29. Determination of  
Responsiveness**

29.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

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

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

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

**30. Nonmaterial  
Nonconformities**

- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

**31. Correction of  
Arithmetical  
Errors**

- 31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB

31.1, shall result in the rejection of the Bid.

**32. Conversion to Single Currency**

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

**33. Margin of Preference**

33.1 Unless otherwise **specified in the BDS**, a margin of preference for domestic Bidders<sup>1</sup> shall not apply.

**34. Subcontractors**

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

34.2 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

34.3 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications of the Bidder.

**35. Evaluation of Bids**

**Technical Evaluation**

35.1 The Employer shall use the criteria and methodologies listed in Section III, Evaluation and Qualification Criteria.

35.2 If **specified in the BDS**, the Employer's evaluation will be carried out by applying rated criteria that take into account technical factors, in addition to cost factors. An Evaluated Bid Score will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria. The scores to be given to technical factors and sub factors are **specified in the BDS**. The weight to be assigned for the Technical factors and cost is **specified in the BDS**.

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

### **Financial Evaluation**

35.3 To evaluate a Bid, the Employer shall consider the following:

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

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

35.5 If this Bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria. **If, however, rated criteria is used in accordance with ITB 35.2, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

35.6 If ITB 35.2 is applicable, the Employer will determine the Bid with the highest combined technical and financial score in accordance with BDS 35.2.

**36. Comparison of Bids** 36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

**37. Abnormally Low Bids** 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder's ability to perform the Contract for the

offered Bid Price.

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

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

**38. Unbalanced or Front Loaded Bids**

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

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

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

**39. Qualifications of the Bidder**

39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

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

- 39.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.
- 39.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 40. Most Advantageous Bid** 40.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and:
- (a) when **rated criteria are used** is the Bid with the highest combined technical and financial score; or
  - (b) when **rated criteria are not used**, is the Bid with the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period** 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of** 43.1 The Employer shall send to each Bidder the Notification of

**Intention to Award**

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

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

**F.Award of Contract****44. Award Criteria**

44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.

**45. Notification of Award**

45.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

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

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



- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

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

#### **46. Debriefing by the Employer**

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

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

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

- 47. Signing of Contract** 47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if **specified in the BDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 48. Performance Security** 48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 49. Procurement Related Complaint** 49.1 The procedures for making a Procurement-related Complaint are as **specified in the BDS**.

## Section II - Bid Data Sheet (BDS)

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

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is: <b>PK-KP C&amp;W – 225741 – CW – RFB</b></p> <p>The Employer is: <b>Project Director, Project Management Unit – KITE – C&amp;W</b></p> <p>The name of the RFB is: <b>Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km)</b></p>
<b>ITB 2.1</b>	<p>The Borrower is: <b>PMU KITE C&amp;W, Khyber Pakhtunkhwa, Islamic Republic of Pakistan</b></p> <p>Loan or Financing Agreement amount: <b>\$ 70 Million</b></p> <p>The name of the Project is: <b>Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE)</b></p>
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <i>Two (02)</i> .
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>ITB 4.6</b>	State owned contractors would not be eligible to bid for this project
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only in writing, the Employer's address is:</p> <p>Attention: <b>Engr. Azmat Mehsud – Procurement Expert</b></p> <p>Address: <b>House # 08, Mardan House, near Fawara Chowk, Park Road</b></p> <p style="text-align: center;"><b>University Town,</b></p> <p>City: <b>Peshawar, Khyber Pakhtunkhwa</b></p> <p>ZIP Code: <b>25000</b></p>

	<p>Country: <b>Islamic Republic of Pakistan</b></p> <p>Electronic mail address: <a href="mailto:pekitecwd@gmail.com">pekitecwd@gmail.com</a></p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting “<i>shall</i>” take place at the following date, time and place:</p> <p>Date: <b>Thursday April 08, 2021</b></p> <p>Time: <b>11:00 am</b></p> <p>Place: <b>Conference Room of PMU KITE C&amp;W Office</b></p> <p>Bidders may join electronically with prior intimation to the PMU up to April 05, 2021.</p> <p>A site visit conducted by the Employer “<i>shall not be</i>” organized.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <i>English</i>
<b>ITB 11.1 (b)</b>	<p>The following schedules shall be submitted with the bid:</p> <p><b>Bill of Quantities</b></p>
<b>ITB 11.1 (h)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ul style="list-style-type: none"> <li>• <i>Sexual Exploitation and Abuse (SEA) prevention and response action plan;</i></li> <li>• <i>Traffic Management Plan to ensure safety of local communities and road users from construction traffic;</i></li> <li>• <i>Water Resource Protection Plan to prevent contamination of drinking water, ponds and rivers/nullahs;</i></li> <li>• <i>Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts;</i></li> <li>• <i>Plan for obtaining Consents/Permits from the competent authority</i></li> </ul>

	<p><i>prior to the start of relevant works such as opening a quarry or borrow pit.</i></p> <ul style="list-style-type: none"> <li>• <i>Plan for obtaining Consents/Permits from the competent authority prior to cutting of trees falling in widening portion of the road.</i></li> <li>• <i>Plan for plantation of trees in replacement to cut trees.</i></li> <li>• <i>COVID-19 prevention and safety plans.</i></li> </ul>
<b>ITB 13.1</b>	Alternative bids <b>“shall not be”</b> permitted.
<b>ITB 13.2</b>	Alternative times for completion <b>“shall not be”</b> permitted.
<b>ITB 13.4</b>	Alternative technical solutions <b>“shall not be”</b> permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>“shall be”</b> subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The prices shall be quoted by the bidder in: <b><i>PKR Only</i></b>
<b>ITB 18.1</b>	The Bid validity period shall be <b>120 days as of the deadline for Bid submission.</b>
<b>ITB 18.3 (a)</b>	The bid price <b>“shall not be”</b> the matter of adjustment.
<b>ITB 19.1</b>	A Bid Security <b>“shall be”</b> required. <b><i>Bid Security amounting to PKR 54.00 Million or equivalent amount in USD shall be in shape of call deposit from any scheduled bank of Pakistan on the name of Project Director, PMU KITE C&amp;W.</i></b> <b><i>Bidders also have the option of submitting unconditional guarantee: as per format provided in RFB, issued by a reputable bank.</i></b>
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b>None other than mentioned in ITB 19.1.</b>
<b>ITB 19.9</b>	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of Five (05) years.
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b><i>Three (03) Hard Copies and One (01) Digital Copy</i></b>
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of attorney of signatory of Bid.</b>
<b>D. Submission and Opening of Bids</b>	

<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer’s address is:  Attention: <b>Engr. Azmat Mehsud – Procurement Expert</b>  Address: <b>House # 08, Mardan House, near Fawara Chowk, Park Road</b>  <b>University Town</b>  City: <b>Peshawar, Khyber Pakhtunkhwa</b>  ZIP/Postal Code: <b>25000</b>  Country: <b>Pakistan</b>  The deadline for Bid submission is:  Date: <b>07 May, 2021</b>  Time: <b>On or before 12:00 Noon</b>  Bidders <b>“shall not”</b> have the option of submitting their Bids electronically.</p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:  Address: <b>House # 08, Mardan House, near Fawara Chowk, Park Road, University Town</b>  Room number: <b>Conference Room of PMU KITE C&amp;W Office</b>  City: <b>Peshawar, Khyber Pakhtunkhwa</b>  Country: <b>Pakistan</b>  Date: <b>Friday May 07, 2021</b>  Time: <b>1:30 pm</b></p>
<b>ITB 25.1</b>	Bidders <b>“shall not”</b> have the option of submitting their bids electronically.
<b>ITB 25.6</b>	The Letter of Bid and priced Bill of Quantities shall be initialed by <b>Four (04)</b> representatives of the Employer conducting Bid opening.
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 32.1</b>	<b>Not Applicable</b>
<b>ITB 33.1</b>	A margin of domestic preference <b>“shall not”</b> apply.
<b>ITB 34.1</b>	At this time the Employer <b>“does not intend”</b> to execute certain specific parts of the Works by subcontractors selected in advance.

<b>ITB 34.2</b>	<p>Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 10% of the total contract amount or 10% of the volume of work.</p> <p>Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</p> <p>Sub-contractors’ qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
<b>ITB 34.3</b>	N/A
<b>ITB 35.2</b>	N/A
<b>F. Award of Contract</b>	
<b>ITB 47.1</b>	The successful Bidder <i>shall</i> submit the Beneficial Ownership Disclosure Form.
<b>ITB 48.1</b>	<p>Successful Bidder shall submit 5% of the Accepted Contract Amount as Performance Security in the shape of Bank Guarantee on Performance Security Forms included in Section X.</p> <p>Successful Bidder shall submit 5% of the Accepted Contract Amount as an Environmental and Social (ES) Performance Security in the shape of Bank Guarantee on Environmental and Social (ES) Performance Security Forms included in Section X.</p>
<b>ITB 48.2</b>	Failure of the successful Bidder to submit 5% of the Accepted Contract Amount as performance security in the shape of Bank Guarantee and 5% of the Accepted Contract Amount as an Environmental and Social (ES) Performance Security in the shape of Bank Guarantee on Performance Security Forms and Environmental and Social (ES) Performance Security Forms included in Section X or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
<b>ITB 49.1</b>	The procedures for making a Procurement-related Complaint are detailed in the “ <a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:

	<p><b>For the attention: Engr. Ejaz Hussain Ansari</b> <b>Title/position: Secretary To Government of Khyber Pakhtunkhwa</b> <b>Employer: Communication and Works (C&amp;W) Department</b> <b>Email address: <a href="mailto:cwd.gkp@gmail.com">cwd.gkp@gmail.com</a></b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Bidding Documents; and</li><li>2. the Employer’s decision to award the contract.</li></ol>
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## **Section III - Evaluation and Qualification Criteria**

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

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

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

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

## **A. Technical and Financial Evaluation**

### **1. Evaluation of Technical Proposal**

**Applicable as per Qualification Criteria.**

#### **1.1 Technical Proposal Scoring Methodology**

**Not Applicable**

#### **1.2 Sustainable Procurement**

**Not Applicable**

#### **1.3 Alternative Technical Solutions for specified parts of the Works**

**Not Applicable**

### **2. Financial Evaluation**

#### **2.1 Margin of Preference**

**Not Applicable**

#### **2.2 Criteria for Financial Evaluation**

In addition to the criteria listed in ITB 35.3 (a) – (e) the following criteria shall apply:

**(i) Time Schedule**

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

**(ii) Life Cycle Costs**

**Not Applicable**

### **3. Combined Evaluation**

**Not Applicable**

**B. Multiple Contracts**

**Not Applicable**

**C. Specialized Subcontractors**

**Not Applicable**

## D. Qualification

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

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

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

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

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

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as PKR 907 Million for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last <i>Five (05)</i> years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term	Must meet requirement	N/A	Must meet requirement	N/A	

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		profitability.					
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of PKR 6,803 Million, calculated as total certified payments received for contracts in progress and/or completed within the last <i>Five (05)</i> years, divided by <i>Five (05)</i> years	Must meet requirement	Must meet requirement	Must meet 30 %, [ <i>Thirty percent</i> ] of the requirement other than Lead Partner	Must meet 70 %, [ <i>Seventy percent</i> ] of the requirement for Lead Partner	Form FIN – 3.2
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts of having value PKR 2,500 Million and above in the role of prime contractor, JV member, Subcontractor, or management contractor for at least the last [ <i>Five (05)</i> ] years, starting 1 <sup>st</sup> January 2016.	Must meet requirement	Must meet requirement	Must meet 30 %, [ <i>Thirty percent</i> ] of the requirement other than Lead Partner	Must meet 70 %, [ <i>Seventy percent</i> ] of the requirement for Lead Partner	Form EXP – 4.1
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of 02 ( <i>Two</i> ) similar contracts specified below that have been satisfactorily and substantially <sup>5</sup> completed as a prime contractor, joint venture member <sup>6</sup> ,	Must meet requirement	Must meet requirement	One (01) contract having minimum value of PKR 1,000 Million	One (01) contract having minimum value of PKR 2,000 Million for Lead Partner	Form EXP 4.2(a)

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

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



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>management contractor or Subcontractor between 1<sup>st</sup> January 2016 and bid submission deadline:</p> <p>(i) N = 02 contracts, each of minimum value V = PKR 1,500 Million.</p> <p><i>[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITB 35.5]</i></p> <p>The similarity of the contracts shall be based on the following:  <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITB 34.3]</i></p>			other than Lead Partner		
4.2		For the above and any other	N/A	N/A	N/A	N/A	Form EXP – 4.2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
(b)		<p>contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January [<i>insert year</i>] and Application submission deadline, a minimum construction experience in the following key activities successfully completed<sup>7</sup>: [<i>list key activities indicating volume, number or rate of production as applicable.</i>]</p> <p><i>Under 4.2(a), specified requirements define similarity of contracts, whereas the key activities or production rates to be specified under 4.2 (b) define the required capability of the Bidder to execute the Works. There shall not be any inconsistency or repetition of requirement between 4.2(a) and 4.2(b). For the rate of production, specify that the rate of production shall be on the basis of either the average</i></p>				(b)	

<sup>7</sup> Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<i>during the entire specified period OR the rate of annual production in any 12-month period in the specified period,]</i> <sup>8</sup>					
4.2 (c)	<b>Specific Experience in managing ES aspects</b>	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2016 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: <i>[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]</i>	Must meet requirements	Must meet requirement	N/A	N/A	Form EXP – 4.2 (c)

**Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.1, 3.2, 4.2(a) and 4.2(b) and 4.2(c)]**

<sup>8</sup> The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

## 5. Contractor's Representative and Key Personnel

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

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

## 6. Equipment

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

No.	Equipment Type and Characteristics	Capacity	Minimum Number required
1	Asphalt Batch Plant	40-320TPH	01
2	Concrete Batching Plant (30cuM/hr Cap.)	(30cuM/hr Cap.)	02
3	Graders	165 Hp	04
4	Excavators	10-45 Tons	06
5	Rollers (Vibrator / Static)	6 Tons / 12 Tons	08
6	Dumper Truck	135-405 cft	15
7	Dozer	200 Hp	03
8	Water Bowser	5000 litre	08
9	Concrete Paver	27 ft	02
10	Asphalt Paver	27 ft	04
11	Tandem Rollers	8 Tons	08
12	Tractor with blades & trolley	250 hp	08
13	Concrete Mixers	2-4 bags	08
14	Formwork		10,000 sm

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

# Section IV - Bidding Forms

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## Letter of Bid

**Date of this Bid submission:** -----

**Request for Bid No.:** PK-KP C&W – 225741 – CW – RFB

**Package No. 01:** Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km)

**Alternative No.:** N/A

**To:** Project Director, Project Management Unit – KITE C&W

We, the undersigned, declare that:

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

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

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (iv) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (v) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

- (e) **Conformity:** We offer to execute in conformity with the Bidding document and in accordance with the implementation and completion specified in the construction schedule, the following Works: **Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km)**;
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:
- [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies].
- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (h) **Bid Validity:** Our Bid shall be valid until **120 days**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding document;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** *We are not a state-owned enterprise or institution;*
- (m) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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



*(If none has been paid or is to be paid, indicate "none.")*

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (q) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

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

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

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

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

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

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

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

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

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

## Appendix to Bid

### Schedule of Cost Indexation

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

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

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

where:

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

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

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

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

“L<sub>o</sub>”, “E<sub>o</sub>”, “M<sub>o</sub>”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

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

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

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

### Table of Adjustment Data

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

#### Table A. Local Currency

Index code	Index description	Source of index	Base value	Bidder's proposed weighting
1	Nonadjustable	—	—	A: 0.43
2	Fuel	Pakistan State Oil / Pakistan Bureau of Statistics (District Abbottabad)	28 days prior to date of submission of Bids	B: 0.10 - 0.16
3	Labour	Monthly Statistical Bulletin, Pakistan Bureau of Statistics (District Abbottabad)	28 days prior to date of submission of Bids	C: 0.15 – 0.18
4	Bitumen	Attock Petroleum Limited, Rawalpindi	28 days prior to date of submission of Bids	D: 0.03 – 0.05
5	Cement	Monthly Statistical Bulletin, Pakistan Bureau of Statistics (District Abbottabad)	28 days prior to date of submission of Bids	E: 0.12 – 0.18
			<b>Total</b>	<b>1.00</b>

#### Note:

- 1- The Base prices of Specified Materials shall be as of actual prevailing on the date falling on 28 days prior to date of submission of Bids (inclusive all kinds of taxes and duties that can be levied at the source) and shall be obtained from the respective sources, and to be verified and notified by the Engineer after the consent of the Employer.
- 2- The current prices are meant to be prices 28 days prior to submission date of IPC at source as stipulated for each entity specified for price adjustment except bitumen. In case of bitumen, current price is meant to be ex-factory price (inclusive of all kinds of taxes and duties that can be levied at the source) 28 days prior to submission date of IPC.
- 3- Adjustment of increase / decrease shall only be admissible for the materials listed above.
- 4- All amounts in Pak Rupees only.

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

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

<b>Index code</b>	<b>Index description</b>	<b>Source of index</b>	<b>Base value</b>	<b>Bidder's proposed weighting</b>
1	Nonadjustable	—	—	A: 0.43
2	Fuel	Pakistan State Oil / Pakistan Bureau of Statistics (District Abbottabad)	28 days prior to date of submission of Bids	B: 0.10 - 0.16
3	Labour	Monthly Statistical Bulletin, Pakistan Bureau of Statistics (District Abbottabad)	28 days prior to date of submission of Bids	C: 0.15 – 0.18
4	Bitumen	Attock Petroleum Limited, Rawalpindi	28 days prior to date of submission of Bids	D: 0.03 – 0.05
5	Cement	Monthly Statistical Bulletin, Pakistan Bureau of Statistics (District Abbottabad)	28 days prior to date of submission of Bids	E: 0.12 – 0.18
			<b>Total</b>	<b>1.00</b>

### Table C. Summary of Payment Currencies (Not Applicable)

Table: Alternative A

For ..... [insert name of Section of the Works]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Total Bid Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL BID PRICE (including provisional sum)				

**Table: Alternative B (Not Applicable)**

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

Summary of currencies of the Bid for \_\_\_\_\_ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	<i>[To be entered by the Employer]</i>

## Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km)

### Bill of Quantities

1. *The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.*
2. *The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for Bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.*
3. *The rates and prices entered in the priced Bill of Quantities, except insofar as it is otherwise provided under the Contract, include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bid, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.*
4. *A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities. **The rate in the BOQ shall be written in words while the amount shall be written in figures. If the rates are not written in words that bid will not be entertained for the purpose of bidding and will be rejected.***
5. *If any additional Schedule item crops up during the execution of work and is not covered under the BOQ, the rate of that particular item will be applied from KP-MRS-2020.*
6. *If any additional Non-Schedule item crops up during the execution of work and is not covered under the BOQ, the same will be paid on market-based analysis duly evaluated by the Engineer and approved by the Employer.*
7. *The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.*
8. *General directions, conditions and limitations of works, location and place of works, applicable methods, means to be adopted, type and quality of materials, use of tools, plant, and machinery are necessarily repeated nor summarized in the Bill of Quantities.*



9. *The “Ref Sec.” mentioned in the Bill of Quantities indicates the Technical Specifications section number(s) of KP MRS-2020 which are to be followed during execution of item of work in accordance with the applicable drawings.*
10. *Notwithstanding provision of Clause 13 of the General Conditions of Contract, no claim for extra payment will be admissible on account of anticipated profit or variation in overheads expenditure for the works not actually performed nor will any adjustment in the unit rate set forth in the Estimate be made because of any increase or decrease in the quantities indicated therein.*
11. *Unless otherwise stated in the text of the Priced Bill of Quantities, the quantities have to be measured and paid in accordance with measurement and payment of works clauses given in the relevant specifications or in accordance with implied meanings of the specifications. Any special method of measurement used as stated in text of Priced Bill of Quantities is limited to the concerned items only.*
12. *Pursuant to the various provisions of Special Provisions, the Contractor shall be obliged to provide at his own cost various facilities and services to the Engineer and all his personnel deployed for the contract. Besides these, the Contractor shall also be required to provide at his expenses all other facilities and services as mentioned in various Clauses of Special Provisions.*
13. *The following abbreviations for the Units have been used in the Bill of Quantities.*

<i>Unit</i>	<i>Abbreviations</i>
<i>Running Meter</i>	<i>M</i>
<i>Square Meter</i>	<i>M2</i>
<i>Cubic Meter</i>	<i>M3</i>
<i>Metric Ton</i>	<i>M. Ton</i>
<i>Pound</i>	<i>Lb.</i>
<i>Per Number</i>	<i>Each, Number, No.</i>
<i>Lump Sum Job</i>	<i>Job</i>

## Bill of Quantities

S. No.	MRS-2020 No.	Item Description	Unit	Quantity	Rate (Rs.)	Rate In Words (Rs.)	Amount (Rs)
<b>Bill No. 1: EARTHWORK</b>							
1	03-62	Clearing and Grubbing by mechanical means	SM	10,000.00			
2	03-63	Removal of Tree : Girth 150mm - 300mm including removal of stump & backfilling with sand	No	500.00			
3	03-64-a	Removal of Tree : Girth 300mm - 600mm including removal of stump & backfilling with sand	No	1000.00			
4	03-64-b	Removal of Tree : Girth over 600mm including removal of stump & backfilling with sand	No	1500.00			
5	03-65	Compaction of Natural Ground	SM	10,000.00			
6	03-66-a	Roadway Excavation in Surplus / Unsuitable Common Material	CM	50,000.00			
7	03-66-b	Roadway Excavation in Surplus / Unsuitable Rock (Hard) Material requiring blasting.	CM	15,000.00			
8	03-66-c	Roadway Excavation in Surplus / Unsuitable Rock (Medium) Material requiring blasting	CM	45,000.00			
9	03-66-d	Roadway Excavation in Surplus / Unsuitable Rock (Soft) Material	CM	125,000.00			
10	03-69	Filter Layer of Granular Material	CM	5,000.00			
11	03-70-e	Formation of Embankment from Roadway excavation in common Material	CM	45,000.00			
12	03-70-g	Formation of Embankment from Roadway excavation in Medium Rock Material	CM	10,000.00			
13	03-71-a	Subgrade Preparation In Earth Cut ; Mod. AASHTO 95%	SM	122,745.00			
14	03-71-c-i	Subgrade Preparation on Existing Road ; Mod. AASHTO 95%	SM	126,390.00			
<b>Total Amount Bill No. 1 (Rs)</b>							
<b>Total Amount In Words (Rs)</b>							
S. No.	MRS-2020 No.	Item Description	Unit	Quantity	Rate (Rs.)	Rate In Words (Rs.)	Amount (Rs)
<b>Bill No. 2: PAVEMENT STRUCTURE (SUBBASE, BASE &amp; WEARING COURSE)</b>							
1	16-04-a	Granular Sub Base Course using Pit Run Gravel	CM	41,861.00			
2	16-05-a	Aggregate Base Course	CM	18,466.00			

3	16-09-a	Bitumenous Prime Coat	SM	122,925.00			
4	16-09-b	Bitumenous Tack Coat	SM	122,925.00			
5	16-14-a	Asphaltic Base Course (Asphalt Batch Plant Hot Mixed) i/c Transportation and Finishing Complete	CM	9,118.00			
6	16-14-b	Asphaltic Wearing Course (Asphalt Batch Plant Hot Mixed) i/c Transportation and Finishing Complete	CM	5,867.00			
7	06-05-a	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:1:2)	CM	10,287.00			
8	06-05-h	Plain Cement Concrete including placing compacting, finishing & curing (Ratio 1:3:6)	CM	10,164.00			
9	16-12	Scarification of Existing Road Pavement Structure	CM	5,368.00			
10	16-72	Leveling dressing and compaction with power roller of existing base coarse layer after asphalt scarification.	SM	107,360.00			
11	06-07-a-01	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	CM	20,328.00			
12	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tons	508.00			
<b>Total Amount Bill No. 2 (Rs)</b>							
<b>Total Amount In Words (Rs)</b>							
S. No.	MRS-2020 No.	Item Description	Unit	Quantity	Rate (Rs.)	Rate In Words (Rs.)	Amount (Rs)
<b>Bill No. 3a: STRUCTURES (CULVERTS)</b>							
<b>Slab Culverts</b>							
1	03-67-a-i	Structural Excavation in Common Material	CM	2,818.10			
2	03-67-b-iii	Structural Excavation in Soft Rock Material	CM	4,227.14			
3	03-68-a	Granular Backfill	CM	3,491.44			
4	06-07-a-01	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1:2)	CM	489.56			
5	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	CM	1,360.74			
6	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Ton	83.22			
7	06-05-f	Plain Cement Concrete including placing, Compacting, finishing & curing (Ratio 1:2:4)	CM	7,570.04			
8	10-57-e	Grouted Riprap Class A	CM	250.47			
<b>Pipe Culverts</b>							
9	03-67-a-i	Structural Excavation in Common Material	CM	375.58			
10	03-67-b-iii	Structural Excavation in Soft Rock Material	CM	563.37			

11	03-68-a	Granular Backfill	CM	453.60			
12	06-07-a-02	RCC in roof slab, beam, column & other structural members, insitu or precast (1:1.5:3)	CM	554.60			
13	06-05-f	Plain Cement Concrete including placing, Compacting, finishing & curing (Ratio 1:2:4)	CM	20.00			
14	06-05-h	Plain Cement Concrete including placing, Compacting, finishing & curing (Ratio 1:3:6)	CM	81.65			
15	16-29-d-ii	R.C.C. Pipe Culvert AASHTO M 170 Dia 910 mm	M	240.00			
<b>Formwork</b>							
16	06-46-a	Erecting & removing formwork to concrete in any shape / position (Horizontal)	SM	1,138.50			
17	06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	SM	14,000.00			
<b>Total Amount Bill No. 3a (Rs)</b>							
<b>Total Amount In Words (Rs)</b>							
S. No.	MRS-2020 No.	Item Description	Unit	Quantity	Rate (Rs.)	Rate In Words (Rs.)	Amount (Rs)
<b>Bill No. 3b: Structures (Retaining Structures)</b>							
1	03-67-a-i	Structural Excavation in Common Material	CM	20,317.50			
2	03-67-b-iii	Structural Excavation in Soft Rock Material	CM	30,476.25			
3	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	CM	11,974.73			
4	08-01-d-03	Random rubble masonry in foundn. & plinth in cement, sand mortar : Ratio 1:6	CM	3,500.00			
5	06-44-c	PCC 1:3:6 Mass Concrete less farmwork using 30% boulders	CM	138,051.70			
6	06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	SM	158,000.00			
7	06-05-f	Plain Cement Concrete including placing, Compacting, finishing & curing (Ratio 1:2:4) (Band, Parapet & other concrete)	CM	10,166.82			
<b>Total Amount Bill No. 3b (Rs)</b>							
<b>Total Amount In Words (Rs)</b>							
S. No.	MRS-2020 No.	Item Description	Unit	Quantity	Rate (Rs.)	Rate In Words (Rs.)	Amount (Rs)
<b>Bill No. 4: DRAINAGE &amp; PROTECTION WORKS</b>							
1	06-05-f	Plain Cement Concrete including placing, ompacting, finishing & curing (Ratio 1:2:4) Drain	CM	4,422.00			

2	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	CM	2,020.00			
3	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	CM	1,867.00			
4	06-44-c	PCC (1:3:6) in mass concrete less formwork using 30% boulders	CM	1,005.00			
5	06-07-a-03	RCC in Roof Slab, beam, coulmn & other structure Members, insitu or precast 1:2:4	CM	250.00			
6	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Ton	32.50			
7	04-20-b-i	Dismantling of Structures And Obstructions	CM	2,000.00			
8	8-18	Provide and laying Grouted Stone Pitching With Bitumen Joints complete in all respect	SM	22,000.00			
9	06-46-a	Erection & removal of formwork with wood surface finishing for RCC or plain cement concrete in any shape position / (Horizontal)	SM	252.00			
10	06-47-b	Erection & removal of formwork with steel surface finishing for RCC or plain cement concrete in any shape position / (Vertical)	SM	12,500.00			
<b>Total Amount Bill No. 4 (Rs)</b>							
<b>Total Amount In Words (Rs)</b>							
S. No.	MRS-2020 No.	Item Description	Unit	Quantity	Rate (Rs.)	Rate In Words (Rs.)	Amount (Rs)
<b>Bill No. 5: ANCILLARY WORKS</b>							
1	06-07-a-02	RCC in roof slab, beam, column & other structural members, insitu or precast (1:1.5:3)	CM	226.00			
2	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Ton	23.00			
3	16-87-b	Precast Reinforced Concrete Kerb New Jersey Barrier (Single Face)	M	5,000.00			
4	16-88-a	Metal Guard Rail	M	4,048.00			
5	16-88-b	Metal Guard Rail End Pieces	Each	423.00			
6	16-88-c	Steel Post of Metal Guard Rail	Each	2,131.00			
7	16-75-a	Pavement Marking in Reflective Thermplast paint with glass beads for line 15cm thick	M	57,960.00			
8	16-75-b	Pavement Marking in Reflective Thermplast paint with glass beads for line 20cm thick	M	9,260.00			
9	06-24-a	Filling expansion joint with Bitumen	M	3,000.00			
10	16-25-c-08	Reflectorized Plastic Pavement Stud (Raised Profile Type - Single)	Each	5,796.00			
11	16-23	Delineator Bi-directional (Diamond sheet)	Each	540.00			
12	16-20-a	Traffic Road Sign Cat 1	Each	100.00			

13	16-20-b	Traffic Road Signs Category 2, Size 900 mm	Each	100.00			
14	16-20-c	Traffic Road Signs Category 3a	Each	50.00			
15	16-17-a	P&E at site : RCC km stone	Each	24.00			
16	13-25-a	Preparing surface & painting with snowcem / weathershield paint : First coat	SM	9,133.00			
17	13-25-b	Preparing surface & painting with snowcem / weathershield paint : 2nd & subsequent coats	SM	9,133.00			
18	15-115-c	Supply & erection of Double arm GI round conical pole, hot dipped galvanized (80 microns) 10 meters long overall thickness 4 mm, base dia 180 mm and top dia 62 with plate arrangement 450mm x 450mm x 25mm, complete in all respects	Each	120.00			
19	15-115-f	Supply & erection of Single arm GI round conical pole, hot dipped galvanized (microns) 10 meters long overall thickness 5 mm, base dia 200 mm and top dia 100 with plate arrangement 450mm x 450mm x 25mm, complete in all respects.	Each	10.00			
20	NSI-I	Providing & Laying of UPVC Pipe 100 mm dia	M	3,600.00			
21	NSI-2	<p><b>Solar Street Lights</b> Solar Street Lights (Supply, installation, testing and commissioning of the following items of work (unless specifically stated otherwise) including all material, labour, tools, plant, accessories, chiseling, repair works etc., required for proper completion of each item as per specifications).</p> <p>Supply and Installation Solar Street lights, All-in-one module IP65 rating to provide High Efficiency Constant lighting with mode options for energy saving and specification as follows: <b>LED</b> -Min output 100 W. -High Quality LED (1W= minimum 160 Lumen and certificate must be provided). -Colour temprature (5500-6500K). -Wide lighting angle. Solar Panel -High efficiency Mono-Crystalline Silicon panel. <b>Lithium Battery</b> Replaceable lithium-ion battery (V and Amp must be compatible with panel V and Amp and the battery capacity is enough to cover 3 nights). A graded li-ion battery Over 3 Nights lighting time with 1 full charge. <b>Working Temperature and charging control:</b></p>	Job	130			

		Working Temperature Between 0°C and +60°C and should be equipped with battery charging management system (MPPT type) to monitors and controls the charging and discharging of rechargeable batteries.					
22	Sp-603	Construction of Rest Area including Tuck Shop, Public Toilets (Male & Female), Mosque, Dispensary, Parking, Workshop (PPP), Gasoline Station (PPP) etc. with infrastructure as per WB Requirements (As per Approved Drawings & Specifications)	Job	1			
<b>Total Amount Bill No. 5 (Rs)</b>							
<b>Total Amount In Words (Rs)</b>							
S. No.	MRS-2020 No.	Item Description	Unit	Quantity	Rate (Rs.)	Rate In Words (Rs.)	Amount (Rs)
<b>Bill No. 6: GENERAL ITEMS</b>							
1	SP-601	Provide the following brand new vehicles for use of Employer / Engineer's Representative from companys authorised dealer including registration charges and comprehensive insurance till the completion of project.					
2	i	Toyota Fortuner V (4x2 Hi)	LS	1			
3	ii	Toyota Revo V (AT)	LS	2			
4	SP-602	Provision of driver, running and routine maintenance of aboe mentioned vehicles provided for Employer / Engineer's representative.	Per Month	24			
5	SP-603	Construction of site office as per drawings, design and specifications for Employer / Engineer's Representative i/c construction of boundary wall, land scaping, complete furnishing, 10 kVA backup genertor, and furniture.	Sft	3500			
6	SP-604	Maintenecne of site office, payment of utilities and running cost of generator including salaries of cook, guards and helpers etc.	Per Month	24			
<b>Total Amount Bill No. 6 (Rs)</b>							
<b>Total Amount In Words (Rs)</b>							

## Daywork Schedule

### General

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

### Daywork Labour

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



### Daywork Materials

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

### Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in Pakistani Rupees.

### Schedule of Daywork Rates: 1. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate (Rs.) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	200			
D102	Labourer	Hr	800			
D103	Brick Layer	Hr	200			
D104	Mason	Hr	200			
D105	Carpenter	Hr	200			
D106	Steel Work Erector	Hr	200			
	– etc. –	Hr	200			
D113	Driver for Vehicle up to 10 Tons	Hr	400			
D114	Operator for Excavator, Dragline, Shovel or Crane	Hr	200			
D115	Operator for Tractor, (tracked)with Dozer Blade or Ripper	Hr	200			
D122	Sub Total (Rs.) = Allow _____Percent of Subtotal for Contractor’s Overhead, Profit, etc., in accordancewith Paragraph 3(b) of Daywork Schedule Total for Daywork :                                      Labour _____					



### Schedule of Daywork Rates: 3. Contractor's Equipment

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate (Rs.) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D301	Excavator, Face Shovel or Dragline:					
	1. Up to & including 1 Cu. M	Hr	200			
	2. Over 1 Cu. M to 2 Cu. M	Hr	200			
	3. Over 2 Cu. M	Hr	50			
D302	Tractor (tracked) including Bull or Angle Dozer:					
	1. Up to & including 150 HP	Hr	200			
	2. Over 150 to 200 HP	Hr	200			
	3. Over 200 to 250 HP	Hr	50			
D303	Tractor with Ripper:					
	1. Up to & including 200 HP	Hr	200			
	2. Over 200 to 250 HP	Hr	100			
D304	– etc. –					
	Total for Daywork : <span style="float: right;">Constructional Plant _____</span>					

**Daywork Summary**

<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>AMOUNT (RS.)</b>
(I)	Labour	<u>3,000,000</u>
(II)	Materials	<u>8,500,000</u>
(III)	Constructional Plant	<u>3,500,000</u>
<b>TOTAL FOR DAYWORK (RS.)</b>		<u>15,000,000.00</u>

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

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1		Not Required	-
2		Not Required	-
3a		Not Required	-
3b		Not Required	-
4		Not Required	-
5		Not Required	-
6		Not Required	-
		Provisional Sums for the Employer's portion of DAAB costs	15,000,000/-
etc.			
<b>Total for Specified Provisional Sums</b>			<b>15,000,000/-</b>
(carried forward to Grand Summary (B), p. <u>76</u> )			

## Grand Summary

Contract Name: **Upgradation of Abbottabad - Thandiani Road**  
**(Total Length: 24.377 Km)**

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount (Rs)</i>
Bill No. 1:		
Bill No. 2:		
Bill No. 3a:		
Bill No. 3b:		
Bill No. 4:		
Bill No. 5:		
Bill No. 6:		
<i>Subtotal of Bills 1-6 (Rs)</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum) *</i>	<i>(B)</i>	15,000,000/-
<i>Specified Provisional Sums not included in subtotal of bills<sup>ii</sup></i>	<i>(C)</i>	15,000,000/-
<i>Total of Bills Plus Provisional Sums (A + B + C)<sup>i</sup></i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)<sup>ii</sup></i>	<i>(E)</i>	27,000,000/-
<i>Bid Price (D + E) (Carried forward to Letter of Bid)</i>	<i>(F)</i>	

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

ii) To be entered by the Employer.

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

## **Technical Proposal**

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



## **Site Organization**

*[insert Site Organization information]*

**Method Statement**

*[insert Method Statement]*

## **Mobilization Schedule**

*[insert Mobilization Schedule]*

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

## **Construction Schedule**

*[insert Construction Schedule]*

*The construction schedule shall include the following key milestones:*

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

## **ES Management Strategies and Implementation Plans**

### **(ES-MSIP)**

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

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

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

### Note to the Bidder:

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

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

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with Project Director, Project Management Unit – KITE C&W for Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km). These Works will be carried out at District Abbottabad. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

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

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

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

### REQUIRED CONDUCT

Contractor's Personnel shall:

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

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

### **RAISING CONCERNS**

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

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

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

investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

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

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

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

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

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

Name of Contractor's Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

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



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

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

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

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

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

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

### Form EQU: Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

## Form PER -1

# Contractor's Representative and Key Personnel Schedule

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

### Contractor' Representative and Key Personnel

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

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

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

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

<b>Position [#1]: [title of position from Form PER-1]</b>											
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name:</b></td> <td style="width: 20%; padding: 5px;"><b>Date of birth:</b></td> </tr> <tr> <td style="padding: 5px;"><b>Address:</b></td> <td style="padding: 5px;"><b>E-mail:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Academic qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Language proficiency:</b> [language and levels of speaking, reading and writing skills]</td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Address:</b>	<b>E-mail:</b>	<b>Professional qualifications:</b>		<b>Academic qualifications:</b>		<b>Language proficiency:</b> [language and levels of speaking, reading and writing skills]	
<b>Name:</b>	<b>Date of birth:</b>										
<b>Address:</b>	<b>E-mail:</b>										
<b>Professional qualifications:</b>											
<b>Academic qualifications:</b>											
<b>Language proficiency:</b> [language and levels of speaking, reading and writing skills]											
<b>Details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;"><b>Address of employer:</b></td> </tr> <tr> <td style="width: 40%; padding: 5px;"><b>Telephone:</b></td> <td style="padding: 5px;"><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax:</b></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"><b>Job title:</b></td> <td style="padding: 5px;"><b>Years with present employer:</b></td> </tr> </table>	<b>Address of employer:</b>		<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>		<b>Job title:</b>	<b>Years with present employer:</b>		
<b>Address of employer:</b>											
<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>										
<b>Fax:</b>											
<b>Job title:</b>	<b>Years with present employer:</b>										

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

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

## Declaration

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

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

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

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

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

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

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

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

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

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

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

## **Bidders Qualification without prequalification**

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

## Form ELI -1.1

# Bidder Information Form

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>



## Form ELI -1.2

## Bidder's JV Information Form

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

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

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

## Form CON – 2

## Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount PKR
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount PKR</b>
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____  Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</b>			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount PKR</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## Form CON – 3

# Environmental and Social Performance Declaration

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

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

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

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

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

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

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

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

**Form CON – 4**

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration**

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

**1. Financial data**

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

\*Refer to ITB 15 for the exchange rate

**2. Sources of Finance**



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

No.	Source of finance	Amount (PKR)
1		
2		
3		

## 2. Financial documents

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

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

Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

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

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

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

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

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

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

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

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

**Form FIN – 3.3:****Financial Resources**

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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (PKR)</b>
1		
2		
3		

### Form FIN – 3.4:

#### Current Contract Commitments / Works in Progress

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

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

**Form EXP - 4.1**

**General Construction Experience**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Form EXP - 4.2(b)**

**Construction Experience in Key Activities**

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

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

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

Subcontractor's Name<sup>2</sup> (as per ITB 34): \_\_\_\_\_

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

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

All Subcontractors for key activities must complete the information in this form as per ITB 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

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

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

<sup>2</sup> If applicable



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

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

- 2. Activity No. Two
- 3. ....

**Form EXP - 4.2(c)**

**Specific Experience in Managing ES aspects**

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

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Bidder's JV Member Name: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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

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

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

...

## Form of Bid Security - Demand Guarantee

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

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

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

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

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

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

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

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

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

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

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

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

---

*[signature(s)]*

### Form of Bid-Securing Declaration (Not Applicable)

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

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

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

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding, or submitting Proposals in any contract with the Employer for the period time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB 48.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

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

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

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

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

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

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1: *Israel*

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

# Section VI - Fraud and Corruption

## 1. Purpose

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

## 2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

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



## **PART 2 –Works' Requirements**



# Section VII - Works’ Requirements

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## Scope of Works

### UPGRADATION OF ABBOTTABAD - THANDIANI ROAD (TOTAL LENGTH: 24.377 KM)

Total Length:	24.377 Km
Formation Width:	9.5 M
Pavement Width:	6.5 M
Flexible Pavement:	16.700 Km
• Subbase:	150 MM
• Aggregate Base Course:	150 MM
• Asphaltic Base Course:	80 MM
• Asphaltic Wearing Course:	50 MM
Rigid Pavement:	7.700 Km
• Lean Concrete:	150 MM
• Concrete Class A:	300 MM
PCC Shoulders:	2 M (1 M on each side)
PCC Drain:	1 M (along hill side)
Plum Concrete Retaining Wall:	14,300 M
Plum Concrete Breast Wall:	15,500 M
Slab Culverts:	22 No
Pipe Culverts:	24 No
Metal Guard Rail:	4,048 M
New Jersey Barrier:	5,000 M
PCC Parapet Walls:	9,500 M
Solar Street Lights:	130 Poles
Rest Area:	As per Drawings

## **Specification**

Technical Specifications Book–1 (Engineering Materials) and Technical Specifications For Workmanship, notified by Communication and Works Department, Government of Khyber Pakhtunkhwa for MRS 2020 will be applicable.

These Technical Specifications are Volume-II of the Bidding Documents and are attached as Annexure-1.

## Environmental and Social (ES) requirements

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
<b>POTENTIAL ENVIRONMENTAL IMPACTS</b>				
<b>Pre-Construction / Design Phase</b>				
1	<p><b>Technical Design and Layout Planning</b> Incompatible layout plan and engineering design of the project's structures can undermine the overall aesthetic beauty and ambience of the project area. Also low utilization of the available spaces and designing the structures without considering the prospective and futuristic needs can result in structures with low social acceptability and functionality. This future traffic factor if not considered in the design properly, will also affect the project road and public safety of the proposed Project. Similarly, the locals may also face access problems for their land.</p>	<ul style="list-style-type: none"> <li>▪ The technical design of the proposed project must consider all the above mentioned factors for the final design and should meet all the local and international standards.</li> <li>▪ The proponent must review and validate all the design considering the possible impacts (as mentioned) before the start of construction of proposed Project.</li> </ul>	Design Consultant	PMU
2	<p><b>Topography</b> The topography in the project area will change due to the construction of project. Construction/ up-gradation of existing track will result in considerable earthworks and excavation including cutting of rocks, cutting of hill slopes, land clearing and leveling resulting in significant change in topography.</p>	<ul style="list-style-type: none"> <li>▪ Best engineering design measures should be adopted keeping in view the aesthetics of the project area;</li> <li>▪ The project design should avoid excessive cutting of rocks/hill slopes where cutting is unavoidable make maximum efforts to ensure minimum changes in the topography; and</li> <li>▪ Ground disturbances should be limited to only the areas necessary for project related construction activities.</li> </ul>	Design Consultant	PMU
3	<p><b>Drainage</b> The project area has high frequency of rainfall especially during monsoon, and water flows through the hills passing through the road which may deteriorate the road surface decreasing the life of road.</p>	<ul style="list-style-type: none"> <li>▪ Mitigation measures will include provision of appropriate drainage structures with appropriate design capacity to avoid flooding especially during the rains. Proper slopes shall be incorporated in design to avoid the stagnant water on At-grade road surface</li> </ul>	Design Consultant	PMU
4	<p><b>Seismic Hazard</b> The location of the project area varies from</p>	<ul style="list-style-type: none"> <li>▪ The proposed road should be</li> </ul>	Design Consultant	PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	Seismic 3 as per Earthquake Zones Classification of the Building Code of Pakistan, 2007, where 3 (high) represents peak horizontal ground acceleration from 0.24 to 0.32 g. In this Zone, designing of various types of structures should be done on the basis of Peak Ground Acceleration (PGA). A high intensity earthquake impacting the project site can adversely impact the development.	<p>designed and constructed to withstand earthquake hazards considering the peak ground acceleration of the area.</p> <ul style="list-style-type: none"> <li>▪ Retaining walls should be constructed along the road and also included in project design.</li> <li>▪ For seismic hazard analysis, updated structural and seismic evaluations should be carried out.</li> </ul>		
5	<p><b>Slope Stability</b> Slope stability may be affected by construction of road cuts or embankments. Excessive slope of steep cuts, changes in drainage capacity and pattern can result in landslides as the project area is prone to land sliding. Land sliding may cause blockage of roads and serious accidents and can affect the nearby structures. The damages may vary from loss of life to injuries and loss of property.</p>	<ul style="list-style-type: none"> <li>▪ Design should consider maintaining natural angle of cut slopes and embankments to avoid land sliding;</li> <li>▪ Minimum clearance of vegetation especially tall trees shall be considered in design.</li> <li>▪ Engineering measures should be incorporated in design to control runoff and increase slope stability e.g. Rip Rap and Retaining wall etc.</li> </ul>	Design Consultant	PMU
6	<p><b>Flora</b> Most common impacts due to a road project are habitat damage and fragmentation, exotic species incursion, pollution, over hunting and genetic obstacles. The proposed Road is already exists so no major fragmentation is expected which can disintegrate the habitat areas into smaller and more isolated units.</p> <p>During the pre-construction phase, activities such as installation of construction camp, construction of temporary roads &amp; mobility of construction staff may damage the local vegetation/trees. As the heavy machinery and camp will be moved and installed, which require significant space due to which available vegetation is expected to be removed. This impact is site-specific, permanent, irreversible, possible, medium significant and needs to be encountered prior to the start of construction stage.</p> <p>A large number of trees of various species, approximately 1,600 (Counting based on</p>	<ul style="list-style-type: none"> <li>▪ As linear tree plantation on both sides of road is already exists along existing Thandiani road. Therefore, efforts should be done to avoid at least tree on either side during the process of widening. If possible the route may be shifted on to those areas which having minimum green cover.</li> <li>▪ Plan for compensatory planting of ten trees or more against each fallen tree of similar floral function on both sides of the proposed Alignment that will help in rehabilitating the floral and faunal activities of the project area;</li> <li>▪ While working in or close to</li> </ul>	Design Consultant	PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	aerial imaginaries from Google Earth and Ground truthing for species identification), in the RoW, will be affected due to implementation of the proposed project. This will have an adverse effect on the natural environment of the project area.	<p>Reserve Forests, their management plans will be strictly followed.</p> <ul style="list-style-type: none"> <li>▪ In case a management plan of any protected area does not exist, the project will develop a site specific plan (separate study) for natural habitat conservation in consultation with the forest and wildlife department.</li> <li>▪ KP Forest Ordinance 2002, Khyber Pakhtunkhwa Wildlife and Biodiversity (Protection, Preservation, Conservation and Management) Act, 2015. Protection of Trees and Brushwood Act, 1949, WB OP on Natural Habitats (OP/BP 4.04) and Forests (OP/BP 4.36) should be strictly followed.</li> </ul>		
7	<p><b>Disturbance to Wildlife</b> The project area is rich in wildlife. The proposed interventions related to the sub project, and the resultant increased number of tourist activity, can impact animal movements by direct mortality or avoidance behaviour. Enhanced tourist mobility will increase the traffic load that may consequently increase the mortality of wild animals. However, the impact is likely to be minor / small. As movement and installations of machinery and vehicles will take place so noise and habitat loss is expected. The routes of the available wildlife and other habitats may be affected due to camp set-up and machinery movements and installations. The temporary roads may also affect the habitat of locally available fauna.</p>	<ul style="list-style-type: none"> <li>▪ Hunting, poaching and harassing of wild animals shall be strictly prohibited, and Contractor shall be required to instruct and supervise its labor force accordingly and clear orders should be given in this regard.</li> <li>▪ Proponent must take NOC from the relevant department prior to construction phase.</li> <li>▪ After consultation with the Wildlife Department, site specific Wildlife Safety Plans (Separate study) should be developed.</li> <li>▪ KP Wildlife &amp; Biodiversity Act 2015, WB OP 4.04 Natural Habitats will be followed for compliance.</li> <li>▪ Moreover, Proper planning should be done for food storage, setting up of kitchens,</li> </ul>	Design Consultant	PMU



Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
		production of sewage and waste water may result in multiplication of rodents like rats, mice and shrew etc and vectors like mosquitoes, bugs and flies which will have a negative impact.		
<b>Construction Phase</b>				
1	<p><b>Soil Erosion and Contamination</b> The clearing of vegetation can also loosen the soil and make it more susceptible to erosion due to wind and rain. There is also a possibility of silt runoff during rainy season causing soil erosion. During the rain, the eroded soil mix with stagnant water to transform into slush, which can affect movement of vehicles and machinery and construction work as well as limit the movements of local people. Soil may be affected by erosion, compaction and contamination. Soil erosion may occur on roadside, at contractors' camps and at embankment works, as a result of uncontrolled run-off from equipment washing yards, excavation of earth/cutting operations and clearing of vegetation. Soil may also be impacted due to unauthorized use of borrow areas and quarries, resulting in degradation of landscape. Whereas, contamination of soil may be caused by solid waste generated at campsites and by oil and chemical spills at asphalt plant sites, workshop areas and equipment washing yards. This may limit the future use of land for agriculture.</p>	<ul style="list-style-type: none"> <li>▪ Soil contamination by asphalt will be minimized by placing all containers in a bunded area away from water courses;</li> <li>▪ Provision of impervious platform with oil and grease trap for collection of spillage during equipment and vehicle maintenance;</li> <li>▪ All spoils shall be disposed of safely and the site shall be restored back to its original conditions;</li> <li>▪ Non-bituminous wastes from construction activities shall be dumped in approved sites, in line with the legal prescriptions for dumpsites;</li> <li>▪ In areas with strong sheet flow, high embankments will be provided with chutes and drains/culverts to minimize soil erosion. Stone pitching and retaining walls will be made at high embankments in critical areas;</li> <li>▪ As applicable and needed, plantation of grasses and shrubs will be done for slope protection;</li> <li>▪ Use of modern, well-maintained machinery and vehicles by the contractor to avoid leakages; and</li> <li>▪ Soils removed during construction would be stockpiled for reuse where</li> </ul>	Contractor	MEC, ESSU, PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
		possible.		
2	<p><b>Excavation of Earth</b> During construction, there is a chance of finding archeological remains. Mismanagement of the archeological remains may result loss of a valuable assets. Further, excavation of earth from borrow areas and for clearance of ROW may result in erosion of soil. Erosion results in change of edaphic characteristics of soil. Loss of fertile top soil may affect adversely on the productivity of the project area.</p>	<ul style="list-style-type: none"> <li>▪ In case of finding archeological remains during excavation, the contractor shall immediately report through Supervision Consultant to Directorate of Archaeology and Museums, KP to take further suitable action to preserve those antiques or sensitive remains.</li> <li>▪ Avoid agriculture land for borrow materials.</li> <li>▪ Contractor needs to obtain approval for excavation and submit the plan of rehabilitation of the site after excavation.</li> </ul>	Contractor	MEC, ESSU, PMU
3	<p><b>Surface and Groundwater</b> The surface water may get contaminated due to the surface runoff during construction phase. Construction activities may result in debris entering water body resulting in sedimentation. Storage and transport of construction material may also result in spills of chemical and contamination of water bodies.</p> <p>Groundwater may also get contaminated from the wastewater generation from the construction camps, leachate from improper dumping of solid waste. Consumption of water for construction activities may also affect other designated uses of water especially drinking water due to less availability of drinking water in the area.</p>	<ul style="list-style-type: none"> <li>▪ As a mandatory step, all the effluents will be disposed as per the requirements of NEQS. Moreover, to reduce the risk of surface and groundwater contamination, good management practices will be adopted to ensure that fuels, chemicals, raw sewage and wastewater effluent are disposed of in a controlled manner.</li> </ul>	Contractor	MEC, ESSU, PMU
4	<p><b>Traffic Issues</b> Due to the proposed road construction activities and movement of heavy project vehicles for construction material supply, traffic problems may arise for the commuters and transporters travelling to the proposed areas. The problems will include</p>	<ul style="list-style-type: none"> <li>▪ Proper sign boards will be provided for smooth flow of traffic;</li> <li>▪ Period of construction and area / location of construction site shall be informed to</li> </ul>	Contractor	MEC, ESSU, PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	traffic jams and inconvenience to the public passing through the Project Area. It will also increase traffic load on the existing road network or access roads ultimately deteriorating the existing condition of the roads. The movement of vehicles along the haulage routes will cause soil erosion, debris flow, dust emissions, vibrational impacts, etc.	<p>public in general and specifically to local residents.</p> <ul style="list-style-type: none"> <li>Any closure of the roads (especially main roads) and deviations / diversions proposed should be informed to the riders through standard signs and displays.</li> </ul>		
5	<p><b>Air Quality</b> Air quality will be affected by fugitive dust emissions from construction machinery; dust from the unpaved surface and construction vehicles. Emissions may be carried over longer distances depending upon the wind speed, direction, temperature of surrounding air and atmospheric stability. Besides, multifarious construction activities and increased vehicular traffic (construction vehicles) would also contribute to the localized airborne dust. Once in the air, the larger sized particles, under influence of gravity, tend to settle down in the immediate vicinity of the source. The Suspended Particulate Matter (SPM) of the size smaller than 10 micrometre (PM<sub>10</sub>) tends to remain suspended in the environment for much longer and persistent time and is an environmental hazard. The objectionable impacts of settling of the suspended dust would be its dry deposition on vegetation, motor vehicles, structures, and other exposed surfaces. Exhausts from fossil fuel burning in the construction machinery will also deteriorate local air quality. Similarly, exhausts from generators can also have impacts on air quality in the vicinity.</p>	<ul style="list-style-type: none"> <li>All vehicles, machinery, equipment and generators used during construction activities should be kept in good working condition and be properly tuned and maintained in order to minimize the exhaust emissions;</li> <li>Open burning of solid waste from the Contractor's camps and at construction site should be strictly banned;</li> <li>equipment and machinery should be enforced during construction works;</li> <li>Construction workers should be provided with masks for protection against the inhalation of dust; and</li> <li>Regular monitoring of air quality in accordance with NEQS.</li> </ul>	Contractor	MEC, ESSU, PMU
6	<p><b>Noise/Vibration</b> The noise and vibration will be produced due to the operation of construction machinery and equipment and blasting activities. Sources of noise and vibration during construction are heavy machinery such as bulldozers, excavators, stabilizers, concrete mixing plant, pneumatic drills, stone crushers, asphalt plants and other equipment's. Noise and vibration are perceived as one of the most undesirable consequences of construction activity. The above machinery is expected to generate noise levels that would be severe in the</p>	<ul style="list-style-type: none"> <li>Selection of up-to-date and well-maintained plant or equipment with reduced noise levels ensured by suitable in-built damping techniques or appropriate muffling devices;</li> <li>Confining excessively noisy work to normal working hours in the day, as far as possible;</li> <li>Providing the construction workers with suitable hearing protection like ear cap, or</li> </ul>	Contractor	MEC, ESSU, PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	project area.	<p>earmuffs and training them in their use;</p> <ul style="list-style-type: none"> <li>▪ Preferably, restricting construction vehicles movement during night time;</li> <li>▪ Heavy machinery like percussion hammers and pneumatic drills shall not be used during the night without prior approval of the client; and</li> <li>▪ Vehicles and equipment used shall be fitted, as applicable, with silencers and properly maintained.</li> </ul>		
7	<p><b>Borrow Areas/ Open Pits</b></p> <p>Borrow / open pits and its excavation activities may result in land disputes, soil erosion, loss of potential cropland, loss of vegetation, landscape degradation, and damage to road embankments.</p> <p>Borrow/ Open pits may also result in potential sources of mosquito breeding and may prove hazardous to human beings, livestock and wildlife. This will also degrade hygienic condition of the project area.</p>	<ul style="list-style-type: none"> <li>▪ Necessary permits shall be obtained for any borrow pits from the competent authorities;</li> <li>▪ No excavations are allowed within distance of 500 m to ROW;</li> <li>▪ In borrow pits, the depth of the pit shall be restricted upto 5' and the sides of the excavation will have a slope not steeper than 1:4;</li> <li>▪ Soil erosion along the borrow pit shall be regularly checked to prevent/mitigate impacts on adjacent lands; and</li> <li>▪ In case borrow pits fill with water, measures have to be taken to prevent the creation of mosquito-breeding sites.</li> </ul>	Contractor	MEC, ESSU, PMU
8	<p><b>Construction Camps / Camp Sites</b></p> <p>Improper construction camp location and mismanagement of construction camp activities can lead to various social and environmental impacts which include health and safety, traffic problems, soil degradation, loss of vegetation and assets on the selected land, solid waste and water pollution. Furthermore, cultural differences, behavior of construction workers, potential disregard for local cultural norms can lead to increased tension between local</p>	<ul style="list-style-type: none"> <li>▪ The project will seek to avoid sitting camps where their presence might contribute to any conflicts with locals;</li> <li>▪ Employment policies which aim to maximize job opportunities for local people will help to minimize tensions caused by different socio-cultural values;</li> </ul>	Contractor	MEC, ESSU, PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	communities and workers residing in the construction camps.	<ul style="list-style-type: none"> <li>▪ Camps will be designed to be self-contained to reduce demand on infrastructure and services of nearby communities</li> <li>▪ A comprehensive safety and security plan for the camps will be prepared which will comprise of a training manual, use of safety equipment and emergency preparedness;</li> <li>▪ Waste Management Plan will be implemented to ensure safe handling, storage, collection and disposal of construction wastes and the training of employees who handle waste.</li> </ul>		
	<p><b>Wastewater Generation at Construction Camps</b> Wastewater will be generated at the construction camps by the workers. If the generated wastewater is not properly treated or disposed of, this may contaminate the surface water sources such as nullahs, drains, water channels etc. apart from soil contamination.</p>	<ul style="list-style-type: none"> <li>▪ Domestic and chemical effluents from the construction camp will be disposed by the development of on-site sanitation systems i.e. septic tanks, etc.</li> <li>▪ Proper monitoring to check the compliance of NEQS will be carried out; and</li> <li>▪ Sewage from construction camps will be disposed of after proper pre-treatment and processes such as soakage pit.</li> <li>▪ The Contractor(s) will be responsible to submit details of site-specific wastewater management plan along with details of wastewater collection, transportation and its disposal.</li> </ul>	Contractor	MEC, ESSU, PMU
10	<p><b>Solid Waste Generation at Construction Camps</b> Considering the labourers (about 88 in numbers) residing in the construction camp and the locally available labour, an average</p>	<ul style="list-style-type: none"> <li>▪ Solid Waste generated during construction and camp sites will be safely disposed in demarcated waste disposal sites and the contractor will</li> </ul>	Contractor	MEC, ESSU, PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	<p>solid waste generation rate of 0.5 kg/capita/day<sup>1</sup> is adopted for the estimation of solid waste generation. Based on this assumption, a total of about 44 kg of solid waste will be generated from construction camps on daily basis. Different type of waste is likely to be generated during the construction phase of the project. The municipal waste will be in the form of food, cans, paper and wastewater from construction camps toilets and washing yards. Construction waste will include excavated soil, sand, gravel, rocks, asphalt, pieces of concrete, bricks, wood, metal pieces and electrical wires. Whereas, hazardous waste can be comprised of paints and construction chemicals. All these, if left unattended, can become a source of nuisance and environmental pollution in the project area. Insecure and unhygienic disposal of the solid wastes particularly garbage and trash may cause degradation of soil and land. Insecurely disposed off heaps of wastes containing kitchen garbage and food waste can serve as breeding grounds for the disease spreading vectors and rodents. Throwing away of solid wastes into water channels and the wastewater network can result into choking of the latter.</p>	<p>provide a proper waste management plan;</p> <ul style="list-style-type: none"> <li>▪ Training of work force in the storage and handling of hazardous materials and chemicals Construction workers and supervisory staff should be encouraged and educated to practice waste minimization, reuse and recycling to reduce quantity of the waste; Proper labeling of containers, including the identification and quantity of the contents, hazard contact information etc;</li> <li>▪ Waste disposal plan must be reviewed during the entire construction phase in the light of changing weather conditions</li> <li>▪ Emergency Response plan shall be prepared to address the accidental spillage of fuels and hazardous goods;</li> <li>▪ Immediate collection of spilled oils/fuels/lubricants by collection of contaminated soils and skipping oils from surface water by applying appropriate technologies.</li> </ul>		
11	<p><b>Green House Gas (GHG) Abatement</b> The main sources of greenhouse gases (CO<sub>2</sub>, CH<sub>4</sub>, NO<sub>x</sub> etc.) during the construction activities of the proposed project will include both mobile and stationary sources. The mobile source will be the construction and transportation vehicles while the stationary source will be the batching and asphalt plants. Emission of greenhouse gases cause global warming and other climatic changes on regional and global scale.</p>	<ul style="list-style-type: none"> <li>▪ Regular motioning of the vehicles for engine efficiency;</li> <li>▪ Avoid idling of construction vehicles;</li> <li>▪ Alternative energy resources shall be considered where possible;</li> <li>▪ NEQS applicable to gaseous emissions generated by construction vehicles,</li> </ul>	Contractor	MEC, ESSU, PMU

Source: The World Bank Report 2012 – What a Waste: A global review of solid waste management. Based on UNEP estimates for waste generation in the Asia Pacific. Average is 0.45 kg/capita/day.

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
		equipment and machinery shall be enforced during construction works.		
12	<p><b>Resource Conservation</b> Resources involved in the construction of proposed project would include water, fuel and construction materials. Use of electricity will be insignificant. Diesel and residual fuel oils will be used to operate construction machinery and asphalt and batching plants. Sustainable use of energy resources is very important not only to continue future use, but it will also help to reduce air emissions. For conservation of energy, efficiency of the engines and burning processes is very important. Electricity shortage is not expected but the sustainable use of diesel and residual fuel is necessary. Fuel will be used to operate construction machinery. Efficient use of energy resources is important to reduce air emissions. For conservation of energy, efficiency of the engines and burning processes is important.</p>	<ul style="list-style-type: none"> <li>▪ Use potable water bowsers for construction works and mineral water bottles/ ground water for drinking purpose;</li> <li>▪ Plan for the provision/purchase of adequate insulation to reduce heat loss through batching plants;</li> <li>▪ Reduction of wastage of water through training of workers involved in water use;</li> <li>▪ Ensure adequate insulation to reduce heat loss through batching plants;</li> <li>▪ Regularly monitor CO and CO<sub>2</sub> content of the flue gases to verify that combustion systems are using practical excess air volumes;</li> <li>▪ Maintain clean heat transfer surfaces in asphalt batching plant;</li> <li>▪ Regular service of the vehicles and batching plants will reduce the mechanical losses of energy.</li> </ul>	Contractor	MEC, ESSU, PMU
13	<p><b>Disposal of Mucking Material</b> Inevitable cut and fill earthwork operations will open up scars on the land around the project area.</p>	<ul style="list-style-type: none"> <li>▪ Mitigation measure will include proper landscaping, which should be given due consideration along with re-establishment of the local/indigenous vegetation. The excavated materials that are unsuitable for use will need to be stored, transported and reused and the residual material shall be disposed of appropriately at designated sites.</li> </ul>	Contractor	MEC, ESSU, PMU
14	<p><b>Natural and Man-Made Disasters</b> Natural disasters (earthquakes) and accidents such as fire, falls, slips and trips</p>	<ul style="list-style-type: none"> <li>▪ An ERP for earthquakes and manmade disasters should be</li> </ul>	Contractor	MEC, ESSU, PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	may result in injuries, financial losses and may even lead to deaths. The workers shall be trained and facilitated to cope with such disasters.	<p>developed by contractor in coordination with SC and C&amp;W Department should be implemented in close consultation with the RESCUE Services and other concerned departments; and</p> <ul style="list-style-type: none"> <li>Minor incidents and near misses should be reported, and preventive measures should be formulated accordingly by the C&amp;W Department.</li> </ul>		
15	<p><b>Flora</b> The project will involve destruction of vegetation cover on construction areas particularly along existing alignment. It is initially examined that approximately 1,600 mature, sub-mature, and pole crop and saplings of different tree/plants species will be disturbed during the construction phase of the project. The provided number of trees is approximate and tentative which needs proper detailed field surveys by KP Forest Department. The number of possibly impacted trees is provided by GIS and tree identification was carried in field. Moreover, trees of small and medium sizes will be removed due to the layout of the project for which compensation will be made to concerned parties (Local community, forest and other relevant departments.)</p> <p>Exhaust of noxious gases from movement of heavy machinery and dust will pollute air which will adversely affect health and vigor of plants. During construction activities, the Contractor's workers may damage the vegetation and trees (for use as fire-wood to fulfill the camp's requirements).</p> <p>Overall, it can be stated that the large number of wood trees will be damaged and expecting low impact on agriculture crops and fruit trees in the proposed alignment of the project.</p>	<ul style="list-style-type: none"> <li>Cutting of trees and disturbance shall be avoided, as far as possible so, that negative effects on the process of natural regeneration of species are minimized that route should be considered, in which minimum ecological and environmental losses are expected.</li> <li>To overcome the expected losses of trees 24,000 number of trees are recommended for plantation including cost in plantation plan.</li> <li>As tree plantation on both sides of road is already exists along existing alignment till, therefore, efforts should be done to avoid at least trees on either side during the process of widening.</li> <li>A tree plantation program shall be formulated with the recommendations and technical support of concerned Forest Department.</li> <li>As a principal, ten (10) trees shall be planted in place of felling of one tree in consideration of mortality.</li> </ul>	Contractor in Consultation with Forest & Wildlife Departments	MEC, ESSU, PMU
16	<p><b>Fauna</b> During construction phase the existing</p>	<ul style="list-style-type: none"> <li>Hunting, poaching and harassing of wild animals will</li> </ul>	Contractor in Consultation with	MEC, ESSU, PMU



Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	<p>population of mammals and reptiles of the construction areas will be affected due to disturbance arising from construction activities involving excavation, blasting, movement of machinery and vehicular traffic, movement of labor, camping, etc. The existing animals will leave the directly affected areas due to construction activities and human intervention. Some animals particularly reptiles may get killed during the earthworks operations. Moreover, the movements of the mammals and reptiles will be restricted during the construction phase.</p> <p>Birds as well will tend to move away from the construction areas and find shelter and food elsewhere due to the activities mentioned above for fear of being hunted / trapped.</p> <p>Noise generated from blasting and machinery particularly during the night hours will even scare the wildlife residing in habitats located at some distance from the construction areas. Uncontrolled blasting may even disturb the wildlife of the Project Areas. Food and refuse at the Contractor’s camps may attract animals that might in turn be hunted by the workers. This impact is indirect, site-specific, temporary, reversible, possible and medium significant.</p> <p>This road may slightly alter the landscape and can impact biodiversity. In addition to destruction of habitat, the construction of roads would cause mortality, shift population demographics and be a source of pollution into the environment. The proposed work will not cause major impact or change to the habitat as the road already exists and the wildlife of the project area is already shifted to safer places from the decades.</p>	<p>be strictly prohibited and Contractor will warn their labor accordingly.</p> <ul style="list-style-type: none"> <li>▪ Special measures will be adopted to minimize impacts on the wild birds, such as avoiding noise generating activities during the critical periods of breeding.</li> <li>▪ Staff working on the project should be given clear orders, not to shoot, snare or trap any bird.</li> <li>▪ Blasting and other noise generating activities will be avoided during the night.</li> <li>▪ The camps will be properly fenced and gated to check the entry of wild animals in search of eatable goods. Similarly, wastes of the camps will be properly disposed of to prevent the chances of eating by wild animals, which may become hazardous to them.</li> <li>▪ Caution boards would be erected at crossing areas of wild animals. The exact location for boards would be determined through a survey of crossing animals.</li> <li>▪ Stabilize road side slopes with plantation of appropriate indigenous grasses and shrubs etc. in addition to engineering techniques. Proper maintenance of road sides is also required.</li> </ul>	Forest & Wildlife Departments	
<b>Operational Phase</b>				
1	<p><b>Air Quality</b> Improvement in road condition will help reduce traffic related emissions in the short term by allowing a smoother traffic flow. However, in the longer run, increased traffic levels and congestion will lead to PM<sub>10</sub></p>	<ul style="list-style-type: none"> <li>▪ Setting up of a system to monitor air quality along project area in accordance with the applicable standards/limits;</li> <li>▪ Regular road maintenance to</li> </ul>	C&W Department	

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	pollution levels above the NEQS / international standards, which may result in causing public health risks, nuisance and other impacts on bio-physical environment. These conditions will result in the rise of vehicular emissions (CO, NO <sub>x</sub> , SO <sub>x</sub> , PM <sub>10</sub> ) associated with the adverse effects on the environment and human.	<p>ensure good surface condition;</p> <ul style="list-style-type: none"> <li>▪ Monitoring air quality at defined schedule;</li> <li>▪ Regular vehicle check to control/ensure compliance with NEQS; and</li> <li>▪ Enforcement and penalties against traffic rules violators.</li> </ul>		
2	<b>Noise</b> During the operational phase, the noise levels are anticipated to increase due to traffic related noise pollution; vibrations from engines and tires and mainly use of pressure horns.	<ul style="list-style-type: none"> <li>▪ According to monitoring results, additional sound barriers in form of trees and hedges will be discussed with the affected people and planted if agreed;</li> <li>▪ Signs for sensitive zones (health centers / educational institutions etc.) to disallow the use of pressure horns; and</li> <li>▪ Enforcement and penalties against traffic rules violators.</li> </ul>	C&W Department	
3	<b>Wastes/ Hazardous Waste</b> Due to increased no. of tourists using this road, municipal waste is expected to be generated during operation phase. No hazardous waste is expected to generate in operation phase except during road maintenance works.	<ul style="list-style-type: none"> <li>▪ Solid waste generated shall be properly disposed off through local solid waste management system.</li> <li>▪ Providing the necessary means for emergency response on call 24 hours/day;</li> <li>▪ Management of hazardous waste during road maintenance works will be similar as given for construction phase.</li> </ul>	C&W Department	
4	<b>Road Safety</b> Enhanced vehicular movement and speed may result in road safety issues like road side accidents. This impact is permanent but moderately adverse in nature, since the frequency of accidents may be lowered, but their intensity may be quite severe due to enhanced speeds at which vehicles will move.	<ul style="list-style-type: none"> <li>▪ Strict enforcement of speed limits, installation of speed guns and channelization of traffic with respect to categories (heavy vehicle traffic and light vehicle traffic) and enforcement of penalties for the violators will reduce the significance of this impact.</li> </ul>	C&W Department	
5	<b>Drainage</b> During the operational phase, poor maintenance of the road drainage system, particularly during the monsoon season can cause nuisance to the travelers and public due to flooding in the existing drainage line. In case of chocking of road drainage, the	<ul style="list-style-type: none"> <li>▪ The impact can be controlled/reduced by timely and continuous maintenance/ cleaning of the drainage system; and</li> <li>▪ Placement of sign boards instructing not to dispose of</li> </ul>	C&W Department	

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	increased surface runoff due to heavy rains will accumulate at the start and end point of the proposed project and can cause traffic jams.	solid waste to avoid chocking of drain around the flyover and at grade road alignment.		
6	<p><b>Soil Erosion and Contamination</b> During the operation phase the routine impacts to soils would be limited largely to soil erosion impacts caused by vehicular traffic. Any excavations required for maintenance would cause impacts similar to those from construction phase, but at a lesser spatial and temporal extent. The accidental spill of product such as accidental fuel and material spills would likely cause soil contamination.</p>	<ul style="list-style-type: none"> <li>▪ The top soil that will be excavated from the area will be preserved and reused for the horticulture purpose;</li> <li>▪ Proper solid waste management program is prepared and executed to ensure and Land waste containment, collection, transfer and disposal; and</li> <li>▪ Monitoring is carried out at specific locations for strict compliance to the developed ESMP in implementing measures to waste management.</li> </ul>	C&W Department	
7	<p><b>Flora</b> During Operational stage the Project will not affect Flora (Trees and agricultural crops) or release any significant pressure detrimental to flora. Low level impact is expected at operational phase on Flora due to the O&amp;M activities. Improved infra-structure facilities will help the farmers and owners of the orchards to fetch better prices for their produce, due to easy and swift approach to the local markets and other big cities of the country, which will have a positive impact.</p>	<ul style="list-style-type: none"> <li>▪ Large scale planting with suitable indigenous fruit and forest trees, shrubs and ornamental plants, and Linear plantation will be carried out in accordance with the Tree Plantation Plan to improve aesthetic value and offset the effect of removal of vegetation.</li> <li>▪ Proper check and balance for above activities is highly recommended. Plantations so, raised must be maintained according to the Silvicultural practices which include proper Irrigation, Cleaning, Pruning, thinning at prescribed intensity, Silt clearance and Trench-opening, etc.</li> <li>▪ Maintenance and security of the plantation should be done for at-least five years (in consultation with the Forest Department). Measures such as fencing, watch guards and fire protection should be considered.</li> </ul>	C&W , Forest and Wildlife Departments	
8	<p><b>Fauna</b> There is very small area/ trees of reserve</p>	<ul style="list-style-type: none"> <li>▪ In proper consultations with Forest and Wildlife</li> </ul>	C&W , Forest and Wildlife Departments	

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	forest will be disturbed and having no protected forests, Game reserve, Game sanctuary or national park in the project area so, no major impact on Wildlife & Livestock in the area is expected through, noise, vibration and any type of normal activity in the project area, as the road is already exists thus will have no effect on productivity.	<p>Department permanent water points for available fauna must be provided to conserve local ecosystems and biodiversity.</p> <ul style="list-style-type: none"> <li>▪ Strict control must be exercised for stoppage of killing/poaching of available wildlife species by enhancing protection practices and deploying effective watch and ward system.</li> <li>▪ The precautionary measures described for future shall also be applicable during operation phase as relevant for the conservation of wildlife species in the Study Area.</li> </ul>		
<b>POTENTIAL SOCIAL IMPACTS</b>				
<b>Pre-Construction / Design Phase</b>				
1	<p><b>Land Acquisition, Resettlement and Compensation</b></p> <p>The proposed sub-project involves the upgradation / rehabilitation of the existing Abbottabad to Thandiani Road. Therefore, project interventions will require land and involuntary resettlement which will result in loss of shelters, economic displacement, loss of livelihoods as it passes through major bazar of Thandiani Chock, Kala pani and Kunde areas. For the proposed project 611.256 kanals of land will be acquired for establishment of road side. Moreover, about 08 residential and 07 commercial structures (mostly shops) will be disturbed due to the widening of road. Besides these, 01 Umer Farooq mosque in Ghumawa village will be affected partially.</p>	<ul style="list-style-type: none"> <li>• Careful alignment and route selection by the designer to minimize the impact by avoiding the residences of these families and shops.</li> <li>• A detailed Resettlement Action Plan will be prepared as per World bank OP 4.12 and Land Acquisition 1894 including later amendments.</li> <li>• The compensation for the structures, houses, shops, trees, private and public properties etc. has to be made as per Resettlement Action Plan.</li> </ul>	District Government Abbottabad	PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
		<ul style="list-style-type: none"> <li>Mitigation measures will involve land management and providing judicious compensation to the affectees by providing sufficient budget in the project cost. The process of land acquisition and compensation will be followed in a transparent manner to minimize the impacts.</li> </ul>		
2	<p><b>Temporary Acquisition of Land</b> The development of Contractor camps and facilities i.e. storage, workshops, equipment parking and washing areas; aggregate quarries; and access roads/tracks for haulage, transportation etc. will required temporary acquisition. The approximate area required for the establishment of one Contractor's camp facilities will be 1500m<sup>2</sup> at the different locations.</p>	<ul style="list-style-type: none"> <li>Land for construction camps will be directly rented from the private landowners by the Contractors. The provisions of the Land Acquisition Act (LAA), 1894 will not be involved as the acquisition of the land will be temporary and will be covered by short-term lease agreements between the landowners and Contractor. Rental terms should be negotiated to the satisfaction of the concerned landowners and the agreement should be in local language to make the process clear.</li> </ul>	District Government Abbottabad	PMU
3	<p><b>Route Selection (Alignment)</b> Improper route selection for the road alignment could lead to increase in social issues of resettlement/relocation of assets and displacement of people.</p>	<ul style="list-style-type: none"> <li>Most of the significant environmental and social impacts of the project can be addressed at the design phase, which is mainly the responsibility of the Design Engineers. The location of various components and structures, nature of construction technology etc. predominantly determine the</li> </ul>	Design Consultant	PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
		environmental implications of the project.		
4	<p><b>Public Utilities</b> Due to the proposed project, water supply pipeline, PTCL towers and electric towers will have to be relocated.</p>	<ul style="list-style-type: none"> <li>During the design maximum effort will be made to avoid the above mentioned public utilities, if these are unavoidable than these will be relocated through concerned department.</li> </ul>	Design Consultant	PMU
5	<p><b>Poor Design Leading to Reduced Project Life</b> The project area being a hilly terrain, is prone to strong water currents, land sliding etc. If the design is poor, it may cause erosion leading to reduced project life.</p>	<ul style="list-style-type: none"> <li>Review design to ensure that it incorporates design related mitigation measures such as surface water body crossing for easy flow of discharge produced by upstream, appropriate selection of sites for waste dumping and borrow, slope stabilization, etc.</li> </ul>	Design Consultant	PMU
<b>Construction Phase</b>				
1	<p><b>Location of Labor Camp, Material Depots, Equipment Yards and Approach Roads</b> Location of camps near sensitive receptors like water resources and use of private lands without prior consent of landowners for dumping and storage of construction material and equipment can result in adverse environmental impacts and create sever social issues. Location of labor camp, material depot, equipment yard and approach roads will not cause any serious problem if selected in consultation with local communities and landowners and impacts can easily be mitigated.</p>	<ul style="list-style-type: none"> <li>The contractor will, in consultation with PD, select the location of all these facilities after a rapid assessment through the Screening checklist. Satellite imagery can also be used to select the suitable sites, to record the pre-construction conditions and to monitor the condition of these sites during and after the construction phase.</li> <li>The camp/other site facilities will be established on a flat land without much natural vegetation, at least 500 m away from the communities and surface water bodies.</li> </ul>	Contractor	MEC, ESSU, PMU
2	<p><b>Accessibility Issues</b> Closure of existing unpaved / deteriorated road and other pathways during the construction phase of the project will cause inconvenience to the nearby residents and affecting their daily life activities. It might</p>	<ul style="list-style-type: none"> <li>Mitigation measures will include public awareness through media, proper traffic diversion plans,</li> </ul>	Contractor	MEC, ESSU, PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	be difficult for the students to reach their school/colleges. Similarly, the patients may also face difficulty of access to the basic health unit and hospital.	appropriate sign boards and timely completion of the project.		
3	<p><b>Community Health and Safety</b> The construction activities and vehicular movement at construction sites may result in roadside accidents particularly inflicting local communities who are not familiar with presence of heavy equipment. Quality of groundwater and surface water resources available in the nearby local communities may be affected due to the construction activities, oil spillage and leakage, roadside accidents, etc. The proposed project will also have potential of air (dust pollution), noise and vibrational impacts on nearby community. The labour works with different transmittable diseases may cause spread out of those diseases in the local residents. The construction areas located near the residential, settlements, may cause accident for the people moving near to those areas. Conflicts may arise between the local community and the construction workers, which may be related to religious, cultural or ethnic differences, or based on competition for local resources. Tensions may also arise between different groups within the labor force, and pre-existing conflicts in the local community may be exacerbated. Ethnic and regional conflicts may also be aggravated if workers from one group are moving into the territory of the other.</p>	<ul style="list-style-type: none"> <li>▪ The contractor will be required to strictly follow WB EHS Guidelines.</li> <li>▪ Providing basic medical training to specified work staff and basic medical service and supplies to workers;</li> <li>▪ There will be proper control on construction activities and oil spillage leakage of vehicles;</li> <li>▪ Efforts will be made to create awareness about road safety among the drivers operating construction vehicles;</li> <li>▪ The Contractor will prepare the construction camp management plan which, in addition to other components, will include the labor influx management plan. This will be reviewed and approved by C&amp;W Department; and</li> <li>▪ Contractor will take due care of the local community and observe sanctity of local customs and traditions by his staff. Contractor will warn the staff strictly not to involve in any unethical activities and to obey the local norms and cultural restrictions.</li> </ul>	Contractor	MEC, ESSU, PMU
4	<p><b>Occupational Health and Safety</b> Occupational Health and Safety (H&amp;S) related impacts will arise during construction phase activities including clearing of earth, levelling, compaction, carpeting, pavement finishing and testing &amp;</p>	<ul style="list-style-type: none"> <li>▪ The contractor will be required to strictly follow WB EHS Guidelines.</li> <li>▪ Complying with the safety precautions for the</li> </ul>	Contractor	MEC, ESSU, PMU

Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	<p>commissioning. Eye injury can be caused by stone or metal particles. Hazard of being hit by falling objects, major hand-arm and whole body vibration hazards, skin and respiratory tract irritation from exposure to cement dust, overexertion and awkward postures etc. will be another impact. Welding hazards include electric shock, fumes and gases, fire and explosions, falls from height, eye and head injuries etc.</p>	<p>construction workers as per International Labour Organization (ILO) Convention No. 62, as far as applicable to the Project Contract;</p> <ul style="list-style-type: none"> <li>▪ Safety lookouts will be built to prevent people and vehicles from passing at the time of hot or cold work; and</li> <li>▪ An emergency management plan must be devised by the contractor in close coordination with the provincial emergency services.</li> </ul>		
5	<p><b>Labor Influx</b> This can be particularly acute in smaller communities hosting a largely male workforce and/or a workforce from other regions which may result in conflicts between locals and non-locals concerning employment opportunities, wages and natural resources. Mobile workers can also contribute significantly to gender-based social impacts and risks.</p>	<ul style="list-style-type: none"> <li>▪ Local population will be given preference in construction related jobs. Most unskilled workers will be hired from local communities, while for skilled manpower also, first choice will be given to local area residents.</li> <li>▪ The Contractor will prepare the construction camp management plan which, in addition to other components, will include the labor influx management plan. This will be reviewed and approved by World Bank. The Contractor will select the specific timings for the construction activities particularly near the settlements, so as to cause least disturbance to the local population, particularly women.</li> </ul>	Contractor	MEC, ESSU, PMU
6	<p><b>Gender Issues</b> Due to the project activities, local women many not be able to perform their daily outdoor chores. The induction of outside labor may create social and gender issues due to the labor force being unaware of local customs and norms. It may also cause hindrance to the mobility of local women</p>	<ul style="list-style-type: none"> <li>▪ The contractor will be required to provide qualified key personnel to address the specific risks identified in the project.</li> <li>▪ The bidding documents will include specific requirements</li> </ul>	Contractor	MEC, ESSU, PMU



Sr. No	Impacts	Mitigation Measures	Responsibility	
			Implementation	Monitoring
	for working in the field, herding livestock, picking fuel wood, etc.	<p>that minimize the use of expatriate workers and encourage hiring of local workers, thereby minimizing labor influx.</p> <ul style="list-style-type: none"> <li>▪ All project consulting firms will also be required to submit Codes of Conduct with their proposals.</li> </ul> <p>The contractor will be required to establish anti-sexual harassment policies that governs conduct in the workplace.</p>		
7	<p><b>Rise in Prices of Essential Commodities</b> Due to induction of outside labor for project works, the demand for basic items will increase thereby causing an increase in the prices of essential commodities. Additionally, the road improvement activities during the construction phase may disrupt the normal flow of trade and supply of essential goods.</p>	<p>In terms of labor induction, the project will exert no significant impacts on the prices of essential commodities. To avoid risk of such price hikes, majority of the unskilled and semi-skilled labor will be recruited from the local areas and specific clauses will be added in the Contracts of Contractor. Project Engineer and the Contractor will ensure that normal trade routes remain open and supply of goods is not severely impacted. Furthermore, the contractor should normally procure the field camps supplies from the main markets or any nearby commercially active city.</p>	Contractor	MEC, ESSU, PMU
<b>Operation and Maintenance Phase</b>				
1	<p>Significant negative as well as positive impacts are expected during the operation period of the project. Most of the associated impacts relate to road/ traffic safety and the socioeconomic benefit of the living community. The anticipated environmental, social and safety impacts related to the proposed Project have been studied for the operational phase of the Project.</p>	<ul style="list-style-type: none"> <li>▪ No mitigations required.</li> </ul>	C&W Department	

## **Payment for ES Requirements**

Cost for Environmental Mitigation and Monitoring, Personal Protective Equipment (PPE), Implementation of Covid-19 Protocols and Environmental Protection shall be borne by the Contractor. No separate payment shall be made to the Contractor for the mentioned requirements.

## Contractor's Representative and Key Personnel

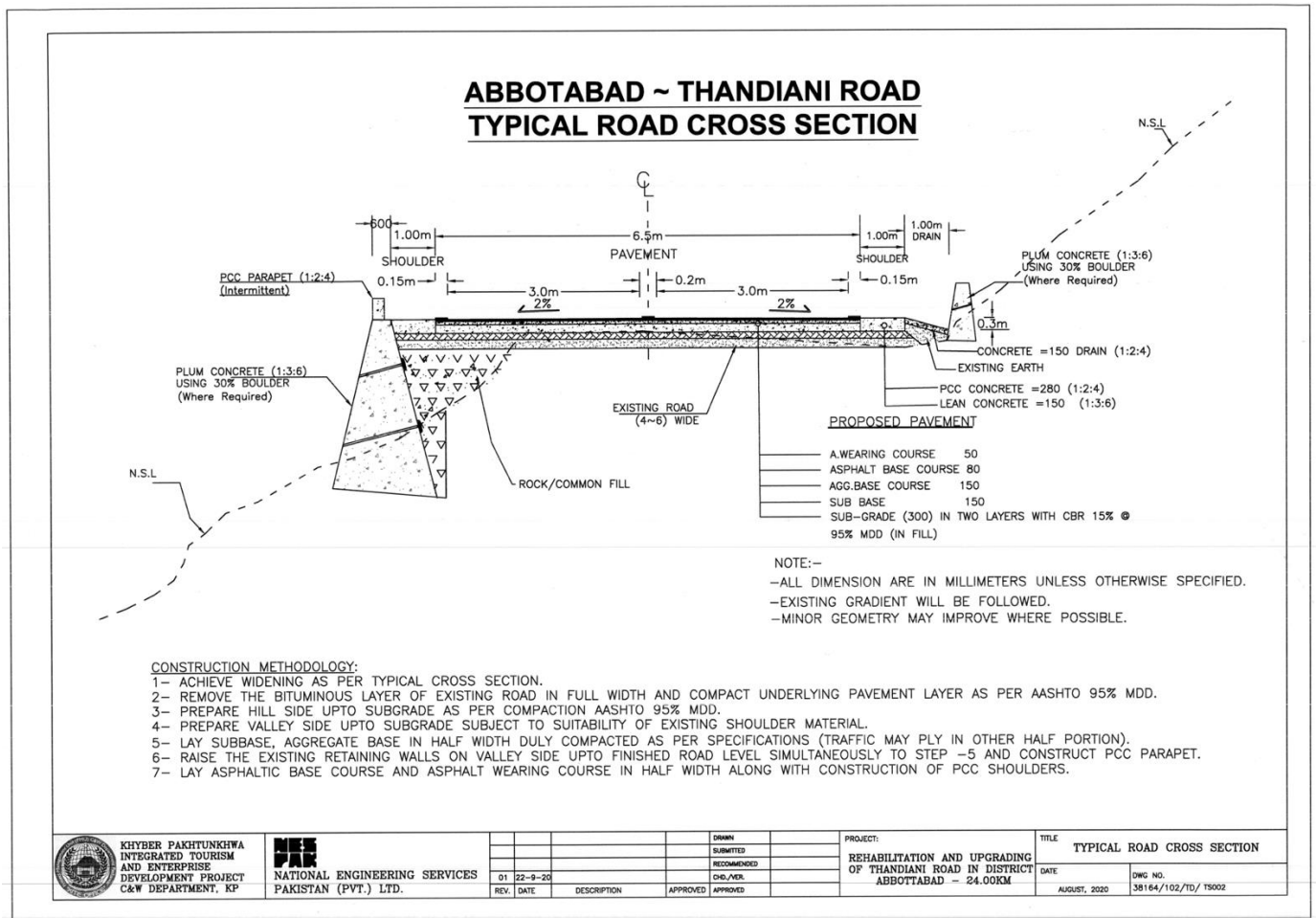
### Contractor's Representative and Key Personnel

Item No.	Position/specialization	No.	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative / Project Manager	01	B.Sc. Civil Engr. with valid PEC Registration	15 years or above
2	Environmental Specialist	01	B.Sc. Environmental Engineering / Bachelor's degree in relevant field	05 years or above
3	Health and Safety Specialist	01	Bachelor's degree in occupational health and safety	05 years or above
4	Social Specialist	01	Bachelor's degree in Sociology	05 years or above
5	Planning Engineers	02	B.Sc. Civil Engr. with valid PEC Regd.	8 years or above
6	Material Engineers	02	B.Sc. Civil Engr. with valid PEC Regd. or M.Sc Geology	8 years or above
7	Site Engineer(s)	06	B.Sc. Civil Engr. with valid PEC Regd or	5 years or above
8	Electrical Engineers	02	B.Sc. Electrical Engr. with valid PEC Regd.	5 years or above
9	Site Supervisors (Civil)	10	DAE Civil	8 years or above
10	Quantity Surveyors	03	DAE Civil	8 years or above
11	Lab Technicians	05	DAE Civil	8 years or above
12	Surveyors	05	DAE Civil / having certificate	8 years or above

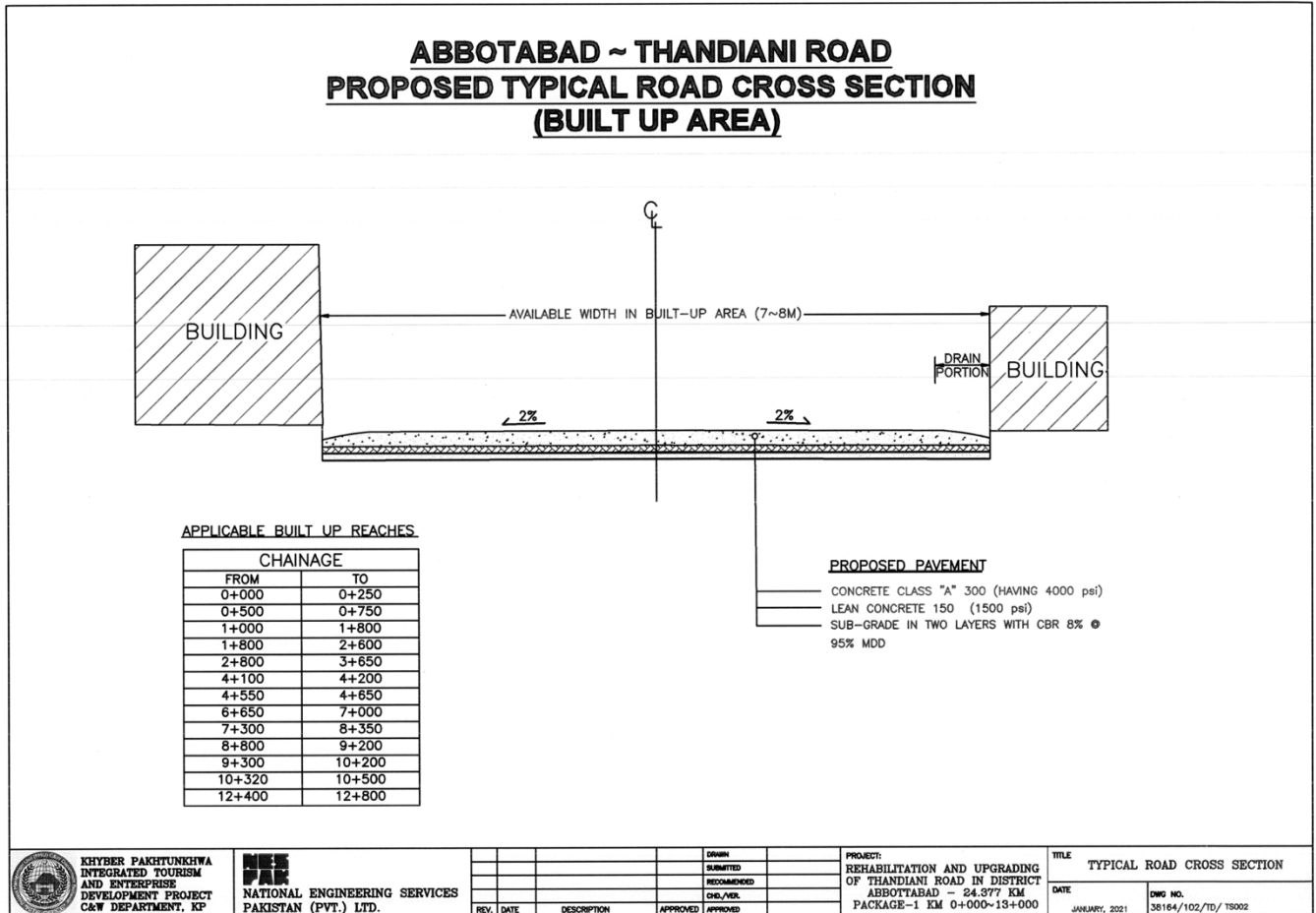
# Drawings

Tender drawings (Volume-III) of **Abbottabad - Thandiani Road** are attached as Annexure-2.

## TYPICAL CROSS SECTION FOR FLEXIBLE PAVEMENT



**TYPICAL CROSS SECTION FOR RIGID PAVEMENT**



## Supplementary Information

Following Documents are attached with the RFB

- |                              |                                     |
|------------------------------|-------------------------------------|
| 1. Technical Specifications: | Volume-II of the Bidding Documents  |
| 2. Tender Drawings:          | Volume-III of the Bidding Documents |
| 3. ESMP                      | Volume-IV of the Bidding Documents  |

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

## Section VIII - General Conditions (GC)

**Red Book:**

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

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

**International Federation of Consulting Engineers (FIDIC)**

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## **Section IX - Particular Conditions**

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

## Particular Conditions

### Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	Contractor is not entitled under a Sub-Clause of these Conditions to payment of Cost Plus Profit.
Employer's name and address	1.1.31	Employer: The Employer is Government of Khyber Pakhtunkhwa through Project Director, Project Management Unit, KITE C&W – Khyber Pakhtunkhwa Integrated Tourism Development Project.  Address: House # 08, Mardan House, near Fawara Chowk, Park Road, University Town, Peshawar, Khyber Pakhtunkhwa, Pakistan.  Telephone: 091-9224344, 5710922, Email: pdkitecwd@gmail.com
Engineer's name and address	1.1.35	Engineer: Chief Resident Engineer M/S National Engineering Services Pakistan (NESPAK) Pvt. Ltd.  Address: NESPAK House - 24, Sector B-2, Phase-V, Hayatabad, Peshawar, Khyber Pakhtunkhwa, Pakistan.  Telephone: 091-5828481 Facsimile: 091-5828481 Email: nespakp@gmail.com
Bank's name	1.1.89	The World Bank
Borrower's name	1.1.90	Islamic Republic of Pakistan
Time for Completion	1.1.84	730 days
Defects Notification Period	1.1.27	365 days. (one year)
Sections	1.1.73	Not Applicable
Electronic transmission system	1.3 (a) (ii)	Email: pdkitecwd@gmail.com Email: nespakp@gmail.com
Address of Employer for communications:	1.3(d)	Address: House # 08, Mardan House, near Fawara Chowk, Park Road, University Town, Peshawar, Khyber Pakhtunkhwa, Pakistan.
Address of Engineer for communications:	1.3(d)	Address: NESPAK House - 24, Sector B-2, Phase-V, Hayatabad, Peshawar, Khyber Pakhtunkhwa, Pakistan.

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
Address of Contractor for communications:	1.3(d)	
Governing Law	1.4	The Laws of the Islamic Republic of Pakistan
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	One (01)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	Accepted Contract Amount.
Site	1.1.74	Not other than Abbottabad – Thandiani Road District Abbottabad (Length 24.377 Km)
Time for access to the Site	2.1	Within 14 days after Commencement Date
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 15% shall require approval of the Employer.
Performance Security and ES Performance Security	4.2	<p>The Performance Security shall be of an amount equal to five percent (5%) of the Accepted Contract Amount in the currency(ies) of the Contract in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.</p> <p>The Environmental and Social (ES) Performance Security shall be of an amount equal to five percent (5%) of the Accepted Contract Amount in the currency(ies) of the Contract in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.</p>
Period for notification of errors in the items of reference	4.7.2 (a)	Within 28 days calculated from the Commencement Date.
Number of additional paper copies of progress reports	4.20	Six (06) copies
Maximum allowable accumulated value of work subcontracted (as a	5.1(a)	10%

Conditions	Sub-Clause	Data
percentage of the Accepted Contract Amount)		
Engagement of Staff and Labour	6.1	The minimum wages of each Internee Engineers shall not be less PKR. 40,000/- per month.
Normal working hours	6.5	Eight (08 hours)
Number of additional paper copies of program	8.3	Three (03) copies
Delay damages payable for each day of delay	8.8	0.1% of the Accepted Contract Amount per day less provisional sum for DAAB.
Maximum amount of delay damages	8.8	The maximum amount of liquidated damages for the whole of the works is 10% of the Final Contract Price less provisional sum for DAAB.
Method of measurement	12.2	KP MRS-2020 Specifications
Percentage profit	12.3	5%. For items not specified in the Bill of Quantities and other Schedule (KP MRS-2020)
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	Nil
Total advance payment	14.2	<p>Mobilization Advance up to Ten Percent (10%) of the Accepted Contract Amount stated in the Letter of Acceptance shall be paid by the Employer to the Contractor upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.</p> <p>Mobilization Advance shall be paid to the contractor within 42 days after signing of the Agreement or the date of receipt of Engineer's Notice to Commence, whichever is earlier, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor, bringing/installing/erecting of equipment to complete full requirement for the entire work.</p>

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
Repayment of Advance payment	14.2.3	(a) When work done exceeds 10% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums (b) Deductions shall be made at the amortisation rate of 25% of the amount of work done from Interim Payment Certificates (IPC) and shall be fully recovered prior to the time when ninety percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.
Application for Interim Payment	14.3	30 Days
Number of additional paper copies of Statements	14.3(b)	Two (02) copies
Percentage of retention	14.3(iii)	5% of the Interim Payment Certificate.
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5 % of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificates	14.6.2	5 % of the Accepted Contract Amount.
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13	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 (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	2%
Number of additional paper copies of draft Final Statement	14.11.1(b)	Two (02) copies

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
Currencies of Payment	14.15	Pak Rupees
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	Normal Rains, Normal Snowfall, Unavailability / Breakdown of Machinery, Plant & Equipment
Permitted deductible limits	19.1	10% of loss amount on each and every loss
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	All Exceptional Risks which are insured by the reputable insurance companies including civil, riot, commotion, terrorism, earthquake, floods, fire etc.
amount of insurance required for liability for breach of professional duty	19.2.3(a)	PKR 673 Million
Period of insurance required for liability for breach of professional duty	19.2.3	From Commencement Date upto issuance of Performance Certificate
Amount of insurance required for injury to persons and damage to property	19.2.4	Pak Rupees 1,000,000 (One Million) per occurrence with the number of occurrences unlimited.
Other insurances required by Laws and by local practice (give details)	19.2.6	Contractor's Equipment
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One sole Member
List of proposed members of DAAB	21.1	Proposed by Employer [ <i>Attach CVs to the bidding document and the Contract</i> ] 1. _____ 2. _____ 3. _____  Proposed by Contractor [ <i>Attach CVs to the Contract</i> ] 1. _____ 2. _____ 3. _____
Appointment (if not agreed) to be made by	21.2	Secretary Communication & Works (C&W) Department Peshawar

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
Rules of arbitration	21.6(a)	All disputes arising in connection with the Contract shall be finally settled under the rules and provisions of Arbitration Act 1940 of Islamic Republic of Pakistan enforced for the time being and as amended from time to time.
	21.6 (b)	Sub-Clause 21.6(b) of PART B – Special Provisions “ <i>shall</i> ” apply
Place of arbitration	21.6(a)	The place of arbitration shall be Peshawar, Islamic Republic of Pakistan.

**Table: Summary of Sections (if any)**

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

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



## Part B - Special Provisions

<b>Sub-Clause 1.1.10</b> <b>Contract</b>	In the third and fourth line “the Contractor’s Proposal” is deleted.
<b>Sub-Clause 1.1.49</b> <b>Laws</b>	The Sub-Clause is replaced with: “ <b>Laws</b> ” means the Laws of Islamic Republic of Pakistan
<b>Sub-Clause 1.1.74</b> <b>Site</b>	The Sub-Clause is replaced with: “ <b>Site</b> ” 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.”
<b>Sub-Clause 1.1.77</b> <b>Statement</b>	On the second line after “Payment Certificate under...”, add “Sub-Clause 14.2.1 [Advance Payment Guarantee]”.
<b>Sub-Clause 1.1.81</b> <b>Tender</b>	In the first line, “the Contractor’s Proposal” is deleted.
<b>Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88</b>	
<b>Sub-Clause 1.1.89 Bank</b>	“ <b>Bank</b> ” means the financing institution named in the Contract Data.
<b>Sub-Clause 1.1.90</b> <b>Borrower</b>	“ <b>Borrower</b> ” means the person named as the borrower in the Contract Data.
<b>Sub-Clause 1.1.91</b> <b>ES</b>	“ <b>ES</b> ” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
<b>Sub-Clause 1.1.92</b> <b>Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)</b>	<p>“<b>Sexual Exploitation and Abuse</b>” “(SEA)” means the following:</p> <p><b>Sexual Exploitation</b> 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><b>Sexual Abuse</b> 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><b>“Sexual Harassment” “(SH)”</b> 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><b>Sub-Clause 1.2 Interpretation</b></p>	<p>Sub-paragraph (a) is replaced with the following:</p> <p>(a) “Words indicating one gender include all genders;  “he/she” is replaced with:” it”;  “him/her” is replaced with “it”;  “his” and “his/her” are replaced with: “its”;  “himself/herself” are replaced with: “itself”.”</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><b>Sub-Clause 1.5 Priority of Documents</b></p>	<p>The List of documents appearing at (a) to (i) of Sub-Clause is deleted and is substituted by the following:-</p> <ol style="list-style-type: none"> <li>a) The Contract Agreement</li> <li>b) The Letter of Acceptance</li> <li>c) The Letter of Technical Bid</li> <li>d) The Letter of Price Bid</li> <li>e) Addenda, if any, (Excluding part relating to Instruction to Bidders along with Bid Data)</li> <li>f) The Particular Conditions-Part A (Contract Data)</li> <li>g) The Particular Conditions - Part B (Specific Provisions)</li> <li>h) These General Conditions</li> <li>i) The Specifications <ol style="list-style-type: none"> <li>i. Special Provisions</li> <li>ii. Technical Specifications KPK-MRS-2020</li> </ol> </li> <li>j) The Drawings</li> <li>k) The Priced Bill of Quantity</li> <li>l) the JV Undertaking (if the Contractor is a JV)</li> </ol> <p>The following documents are added in the list of Priority Documents after (l):</p> <p>“(m) the Particular Conditions Part C- Fraud and Corruption;  (n) the Particular Conditions Part D- Environmental and</p>

	<p>Social (ES) Metrics for Progress Reports;”</p> <p>(o) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;”</p> <p>and the list renumbered accordingly.</p>
<p><b>Sub-Clause 1.6</b> <b>Contract Agreement</b></p>	<p>First paragraph of this Sub-Clause is amended to read as under:</p> <p>The Parties shall sign a Contract Agreement within twenty eight (28) days after furnishing of an acceptable Performance Security by the Contractor. The Contract Agreement shall be based on the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.</p> <p>The last paragraph is replaced with:</p> <p>“If the Contractor comprises a JV, <i>the authorised representative of the JV shall sign</i> the Contract Agreement in accordance with sub-clause 1.14 (Joint and Several Liability).”</p>
<p><b>Sub-Clause 1.12</b> <b>Confidentiality</b></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> <p>The following is then added as (d): “is being provided to the Bank.”</p>
<p><b>Sub-Clause 1.17</b> <b>Inspections &amp; Audit by the Bank</b></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</p>

	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).”
<b>Sub-Clause 2.4</b> <b>Employer’s Financial Arrangements</b>	<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>
<b>Sub-Clause 2.6</b> <b>Employer-Supplied Materials and Employer’s Equipment</b>	This Sub-Clause is deleted in its entirety.
<b>Sub-Clause 3.1</b> <b>The Engineer</b>	<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>
<b>Sub-Clause 3.2</b> <b>Engineer’s Duties and Authority</b>	<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) Consenting to the engagement of Subcontractor(s) under Sub-Clause 5.1</p>

	<p>(b) Issuing the Taking Over Certificate under Sub-Clause 10.1</p> <p>(c) Issuing the Performance Certificate under Sub-Clause 11.9</p> <p>(d) Sub-Clause 13.1: Right to vary - instructing a variation, except;</p> <p style="padding-left: 40px;">(i) in an emergency situation as determined by the Engineer; or</p> <p style="padding-left: 40px;">(ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</p> <p>(e) 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>(f) Certifying release of Retention Money under Sub-Clause 14.9</p> <p>(g) Issuing Final Payment Certificate under Sub-Clause 14.</p>
<p><b>Sub-Clause 3.3</b> <b>Engineer’s Representative</b></p>	<p>The following is added at the end of Sub-Clause 3.3:</p> <p>“The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer’s Representative.”</p>
<p><b>Sub-Clause 3.4</b> <b>Delegation by the Engineer</b></p>	<p>The following is added at the end of the second paragraph:</p> <p>“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><b>Sub-Clause 3.6</b> <b>Replacement of the Engineer</b></p>	<p>In the first paragraph, “42 days” is replaced with: “21 days”; In the third para, “shall” is replaced with: “should”.</p>
<p><b>Sub-Clause 4.1</b> <b>Contractor’s General Obligations</b></p>	<p>The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any) ...”:</p> <p>“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. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.</p> <p>The Contractor shall submit, to the Engineer for Review and approval, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ES, 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 and the Contractor’s Code of Conduct shall be included as Contractor’s Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 4.4.1 [<i>Preparation and Review</i>].”</p>
<p><b>Sub-Clause 4.2</b> <b>Performance Security and ES Performance Security</b></p>	<p>The first paragraph is replaced with:</p> <p>The Contractor shall obtain (at the Contractor’s cost) a Performance Security in the form of Bank Guarantee from</p>

	<p>any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan to secure the Contractor's proper performance of the Contract, in the amount and currencies stated in the Contract Data.</p> <p>The Contractor shall obtain (at the Contractor's cost) an Environmental and Social (ES) Performance Security in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan to secure the Contractor's proper performance of the Contract, in the amount and currencies stated in the Contract Data.</p>
<b>Sub-Clause 4.2.1 Contractor's obligations</b>	<p>In whole Sub-Clause, the words "and Environmental and Social (ES) Performance Security" are added after Performance Security.</p> <p>Last paragraph of Sub-Clause 4.2.1 is deleted.</p>
<b>Sub-Clause 4.2.2 Claims under the Performance Security and ES Performance Security</b>	<p>In whole Sub-Clause, the words "and Environmental and Social (ES) Performance Security" are added after Performance Security.</p> <p>The first paragraph is replaced in its entirety with: "The Employer shall not make a claim under the Performance Security and Environmental and Social (ES) Performance Security, except for amounts for which the Employer is entitled under the Contract."</p> <p>Last paragraph of Sub-Clause 4.2.2 is deleted.</p>
<b>Sub-Clause 4.2.3 Return of Performance and ES Performance Security Security</b>	<p>In whole Sub-Clause, the words "and Environmental and Social (ES) Performance Security" are added after Performance Security.</p> <p>In sub-paragraph (a) "21 days" is replaced with: "28 days".</p>
<b>Sub-Clause 4.3 Contractor's Representative</b>	<p>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."</p>
<b>Sub-Clause 4.7 Setting out</b>	<p>In the second bullet-point of sub-paragraph (b) of Sub-Clause 4.7.3:</p> <p>Before "if the items of reference", the following is added: "when examining the items of reference within the period stated in sub-paragraph (a) of Sub-Clause</p>

	<p>4.7.2,”</p> <p>On the second and third lines, the following is deleted: “and the contractor’s Notice is given after the period stated in sub-paragraph (a) of Sub-Clause 4.7.2”.</p>
<p><b>Sub-Clause 4.8</b> <b>Health and Safety</b> <b>Obligations</b></p>	<p>The second paragraph is replaced with the following: “Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 [<i>Preparation and Review</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> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) details of the training to be provided, records to be kept;</li> <li>(iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);</li> <li>(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,</li> </ul>



	<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 Specification.</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>
<p><b>Sub-Clause 4.18 Protection of the Environment</b></p>	<p>Sub-Clause 4.18 Protection of the Environment is replaced with:</p> <p>“The Contractor shall take all necessary measures to:</p> <p>(a) protect the environment (both on and off the Site); and</p> <p>(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> <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 Specification, 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.</p>

	The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”
<p><b>Sub-Clause 4.20</b> <b>Progress Reports</b></p>	<p>Replace “4.20 (g) with: “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 subparagraph (g) of Sub-Clause 4.20 [<i>Progress Reports</i>] the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</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><b>Sub-Clause 4.21</b> <b>Security of the Site</b></p>	<p>Sub-Clause 4.21 Security of the Site is replaced with:</p> <p><b>“Sub-Clause 4.21 Security of the Site</b></p> <p>The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> <li>(a) for keeping unauthorised persons off the Site;</li> <li>(b) authorised persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other</li> </ul>

	<p>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> <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 applicable Laws and any requirements set out in the Specification.</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 Specification.”</p>
<p><b>Sub-Clause 4.22</b> <b>Contractor’s Operations on Site</b></p>	<p>On the third line of the second paragraph before “4.17”, “Sub-Clause” is added.</p>
<p><b>Sub-Clause 4.24</b> <b>Code of Conduct</b></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 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</p>

	<p>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><b>Sub-Clause 5.1 Subcontractors</b></p>	<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 obligations set out in Sub-Clause 4.24 above.”</p> <p>The following is added after the first sentence of the fourth paragraph: “The Contractor’s submission to the Engineer shall also include the 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 5.1:</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><b>Sub-Clause 5.2.2 Objection to Nomination</b></p>	<p>In sub-paragraph (a), on the first line before “Subcontractor”, “nominated” is added.</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 5.2.3 [<i>Payment to nominated Subcontractors</i>].”</p>

<p><b>Sub-Clause 6.1</b> <b>Engagement of Staff and Labour</b></p>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“The Contractor shall employ staff and labour with appropriate qualifications and experience from sources within the Country.</p> <p>The Contractor shall ensure deployment of 03 No. Internee Engineers at site during whole period of execution of the Project. The period of employment of each Internee Engineer shall be three (03) months. The minimum wages of each Internee Engineers shall of the amount and currencies stated in the Contract Data. The deployment of Internee Engineers will be made by the Employer with due consultation of the Engineer”.</p>
<p><b>Sub-Clause 6.2</b> <b>Rates of Wages and Conditions of Labour</b></p>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.”</p>
<p><b>Sub-Clause 6.5 Working Hours</b></p>	<p>The following is inserted at the end of the Sub-Clause:</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 Specification.”</p>
<p><b>Sub-Clause 6.7</b> <b>Health and Safety of Personnel</b></p>	<p>In the second paragraph, “The Contractor” is replaced with:</p> <p>“Except as otherwise stated in the Specification, the Contractor”</p>
<p><b>Sub-Clause 6.9</b> <b>Contractor’s Personnel</b></p>	<p>The Sub-Clause is replaced with:</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> <p>(a) persists in any misconduct or lack of care;</p>

	<p>(b) carries out duties incompetently or negligently;</p> <p>(c) fails to comply with any provision of the Contract;</p> <p>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;</p> <p>(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;</p> <p>(f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];</p> <p>(g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES).</p> <p>If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [<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><b>Sub-Clause 6.12</b> <b>Key Personnel</b></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 during all working hours in a number deemed sufficient by the Engineer.”</p>
<p><b>The following Sub-Clauses 6.13 to 6.27 are added after sub-clause 6.12</b></p>	
<p><b>Sub-Clause 6.13</b> <b>Foreign Personnel</b></p>	<p>The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in</p>

	<p>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 repatriation of these expatriate employees at his own cost and expense. 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>
<b>Sub-Clause 6.14</b> <b>Supply of Foodstuffs</b>	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
<b>Sub-Clause 6.15</b> <b>Supply of Water</b>	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
<b>Sub-Clause 6.16</b> <b>Measures against Insect and Pest Nuisance</b>	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
<b>Sub-Clause 6.17</b> <b>Alcoholic Liquor or Drugs</b>	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
<b>Sub-Clause 6.18</b> <b>Arms and Ammunition</b>	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
<b>Sub-Clause 6.19</b> <b>Festivals and Religious Customs</b>	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
<b>Sub-Clause 6.20</b> <b>Funeral Arrangements</b>	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

<p><b>Sub-Clause 6.21</b> <b>Forced Labour</b></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><b>Sub-Clause 6.22</b> <b>Child Labour</b></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 or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.</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"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to</li> </ul>



	<p>hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</p> <p>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</p>
<p><b>Sub-Clause 6.23</b> <b>Employment Records of Workers</b></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 [Records of Contractor's Personnel and Equipment].</p>
<p><b>Sub-Clause 6.24</b> <b>Workers' Organisations</b></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. Workers' organisations are expected to fairly represent the workers in the workforce.</p>
<p><b>Sub-Clause 6.25</b> <b>Non-Discrimination and Equal Opportunity</b></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,</p>

	<p>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><b>Sub-Clause 6.26</b> <b>Contractor's Personnel</b> <b>Grievance Mechanism</b></p>	<p>The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</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><b>Sub-Clause 6.27</b> <b>Training of Contractor's</b> <b>Personnel</b></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 SH, and health and safety training.</p> <p>As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for</p>

	<p>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 and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.</p>
<p><b>Sub-Clause 7.7</b> <b>Ownership of Plant and Materials</b></p>	<p>The following is added before the first paragraph: "Except as otherwise provided in the Contract,"</p>
<p><b>Sub-Clause 8.1</b> <b>Commencement of Work</b></p>	<p>The Sub- Clause is replaced in its entirety with the following: "The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 07 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"> <li>(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;</li> <li>(b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);</li> <li>(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;</li> <li>(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;</li> <li>(e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.</li> </ul> <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</p>

	without delay.”
<b>Sub-Clause 8.3 Programme</b>	<p>Insert following new paragraphs at the end of Sub-Clause 8.3</p> <p>The programme shall be submitted in the form of CPM charts or equivalent. The Contractor will also have a licensed copy of the software from a reputed firm. The Contractor shall also organize a training program for his and Engineer’s staff.</p> <p>The revised programme in accordance with the Contract shall be submitted within twenty-eight (28) days of the request received from the Engineer. The Contractor shall pay penalty of Rs. 10,000/- (Rs Ten Thousand) for each day of delay in the submission of said revised programme. The Engineer may recommend to the Employer to recover such amount from any payment due to Contractor under the Contract.</p>
<b>The following new Sub-Clause 9.5 is added after Sub-Clause 9.4</b>	
<b>Sub-Clause 9.5 Joint Survey at Substantial Completion</b>	The Contractor shall carry out joint survey with the Engineer at the time of Substantial Completion of Works and on expiry of Defect Notification Period for issuances of the Taking Over Certificate and Performance Certificate. The Contractor shall provide manpower and equipment for his survey and bear all the costs in this regard
<b>Sub-Clause 11.7 Right of Access after Taking Over</b>	<p>In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:</p> <p>“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”</p>
<b>Sub-Clause 12.2 Method of Measurement</b>	<p>In the first paragraph, “other applicable Schedule(s)” is replaced with:</p> <p>“KP MRS-2020 Specifications”.</p>
<b>Sub-Clause 12.3 Valuation of the Works</b>	<p>In whole sub-clause, the words, “other Schedule” is replaced with:</p> <p>“KP MRS-2020”.</p> <p>In part (b) (i) of fourth paragraph, 10% is replaced with 25% and in part (b) (ii) of fourth paragraph, 0.01% is replaced with 0.25%.</p>
<b>Sub-Clause 13.3.1</b>	Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details

<b>Variation by Instruction</b>	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;’
<b>Sub-Clause 13.4 Provisional Sums</b>	The following is inserted as the penultimate paragraph: “The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”
<b>Sub-Clause 13.6 Adjustments for Changes in Laws</b>	The following paragraph is added at the end of the Sub-Clause: “Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”
<b>Sub-Clause 13.7 Adjustments for Changes in Cost</b>	In part (a) of last paragraph, 49 days is replaced with 28 days. The following paragraph is added at the end of the Sub-Clause: “The base weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall neither be adjusted nor be changed as a result of Variations. Coefficient for factor of cost for any additional item shall not be incorporated in table of adjustment data, in any case”.
<b>Sub-Clause 14.1 The Contract Price</b>	The following is added at the end of the Sub-Clause: “Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of

	<p>such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”</p>
<p><b>Sub-Clause 14.2.1</b> <b>Advance Payment Guarantee</b></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, issued either (a) by a Scheduled Bank of Pakistan, or (b) from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan, 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 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><b>Sub-Clause 14.3</b> <b>Application for Interim Payment</b></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><b>Sub-Clause 14.6.2</b> <b>Withholding (amounts in)</b></p>	<p>“and/or” from subparagraph (b) is deleted. The following is then added as subparagraph (c) and sub-</p>

<p><b>an IPC</b></p>	<p>paragraph (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, shall be deducted from the Contractor’s each IPC @ 1% of the IPC amount until the work or obligation has been performed. The cost of rectification or replacement, as determined by the Engineer, shall be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>(i) failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</li> <li>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;</li> <li>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</li> <li>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>(v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;</li> <li>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).”</li> </ul>
<p><b>Sub-Clause 14.7 Payment</b></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</p>

	<p>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><b>Sub-Clause 14.9</b> <b>Release of Retention Money</b></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 or in another form approved by the Employer and issued either (a) by a Scheduled Bank of Pakistan, or (b) from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p>
<p><b>Sub-Clause 14.12</b> <b>Discharge</b></p>	<p>On the seventh line of the first paragraph, “Sub-Clause 21.6 [Arbitration]” is replaced with: “Clause 21 [<i>Disputes and Arbitration</i>]’.</p>
<p><b>Sub-Clause 15.1</b> <b>Notice to Correct</b></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</p>



	with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”
<b>Sub-Clause 15.2.1 Notice</b>	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.”
<b>Sub-Clause 15.8 Fraud and Corruption</b>	The following new Sub-Clause is added:  “15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.  15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”
<b>Sub-Clause 16.1 Suspension by Contractor</b>	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.”
<b>Sub-Clause 16.2.1 Notice</b>	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 [ <i>Commencement of Works</i> ] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

<p><b>Sub-Clause 16.2.2</b> <b>Termination</b></p>	<p>The following is added at the end of Sub-Clause 16.2.2:</p> <p>“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.”</p>
<p><b>Sub-Clause 16.3</b> <b>Contractor's Obligations After Termination</b></p>	<p><i>[If the Employer has made available any Employer- Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]</i></p> <p>“and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:</p> <p>“deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 <i>[Employer-Supplied materials and Employer's Equipment]</i>; and</p> <p>(c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”</p>
<p><b>Sub-Clause 17.1</b> <b>Responsibility for Care of the Works</b></p>	<p>On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.</p>
<p><b>Sub-Clause 17.3</b> <b>Intellectual and Industrial Property Rights</b></p>	<p>On the first line of the second paragraph, replace “notice” is replaced with “a Notice”.</p>
<p><b>Sub-Clause 17.7</b> <b>Use of Employer's Accommodation/Facilities</b></p>	<p>The following Sub-Clause is added as 17.7:</p> <p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)</p> <p>If any loss or damage happens to any of the above items while</p>

	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.”
<b>Sub-Clause 18.1 Exceptional Events</b>	Sub-paragraph (c) is substituted with: “(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”
<b>Sub-Clause 18.4 Consequences of an Exceptional Event</b>	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].”
<b>Sub-Clause 18.5 Optional Termination</b>	In sub-paragraph (c), “and necessarily” is inserted after “was reasonably”.
<b>Sub-Clause 19.2 insurance to be provided by the Contractor</b>	The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers in Pakistan.”
<b>Sub-Clause 19.2.1 The Works</b>	On the last line of the second paragraph, “Clause 12 [ <i>Tests after completion</i> ]” is deleted.
<b>Sub-Clause 19.2.5 Injury to employees</b>	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.”
<b>Sub-Clause 20.1 Claims</b>	In a): “any additional payment” is replaced with “payment”.

<p><b>Sub-Clause 20.2</b> <b>Claims for Payment and/or EOT</b></p>	<p>The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”</p>
<p><b>Sub-Clause 21.1</b> <b>Constitution of the DAAB</b></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>
<p><b>Sub-Clause 21.2</b> <b>Failure to Appoint DAAB Member (s)</b></p>	<p>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”</p>
<p><b>Sub-Clause 21.6</b> <b>Arbitration</b></p>	<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 Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].</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>
<p><b>Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement</b></p>	
<p><b>Title</b></p>	<p>“General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced with “General Conditions of DAAB Agreement”.</p>
<p><b>1. Definitions</b></p>	<p>Sub-Clause 1.2: In both the first and third lines, “DAA</p>

	<p>Agreement” is replaced with “DAAB Agreement”.</p> <p>Sub-Clause 1.3: In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with: “DAAB Agreement” is as defined under the Contract and is”.</p> <p>In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement”.</p> <p>In sub-paragraph (c)(ii), “chairman” is replaced with “chairperson”.</p> <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 1.7 to 12: Replace all instances of “DAA Agreement” 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 or authorised representative of the Employer”.</p>
<b>2.General provisions</b>	Sub-Clause 2.2 is deleted in its entirety.
<b>3.Warranties</b>	<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> <ul style="list-style-type: none"> <li>(a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;</li> <li>(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;</li> <li>(c) has received formal training as an adjudicator from an internationally recognized organization;</li> <li>(d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;</li> <li>(e) has experience in the interpretation of construction and/or engineering contract documents;</li> <li>(f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute</li> </ul>

	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).”
<b>7. Confidentiality</b>	In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added:  “or (d) is being provided to the Bank.”
<b>9. Fees and Expenses</b>	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.
<b>10. Resignation and Termination</b>	In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAAB Agreement”.
<b>Annex- DAAB Procedural Rules</b>	
Rule 4.2	On the fourth line, “chairman” is replaced with “chairperson”.
Rule 8.3	On the sixth line, “chairman” is replaced with “chairperson”.
<b>Form of Dispute Avoidance/Adjudication Agreement</b>	
All instances of “DAA Agreement” are replaced with : “ DAAB Agreement”.	
In C (b): “chairman” is replaced with “chairperson”.	

## Particular Conditions

### Part C- Fraud and Corruption

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

#### 1. Purpose

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

#### 2. Requirements

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

2.2 To this end, the Bank:

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

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

corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner<sup>1</sup>; (ii) to be a nominated <sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to 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;

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

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



- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

## Particular Conditions

### Part D- Environmental and Social (ES)

#### Metrics for Progress Reports

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

*Metrics for regular reporting:*

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

observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

- f. *worker accommodations:*
  - (i) number of expats housed in accommodations, number of locals;
  - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
  - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
  - (i) number of new workers, number receiving induction training, dates of induction training;
  - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
  - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
  - (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
  - (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

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

- (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

*n. compliance:*

- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

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

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

_____
Contact Information: (Tel, email, name of contact person): _____
_____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations ( <b>as per (e) above</b> ) [ <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 Bidder that submitted a Bid.]**

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

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

**[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]**

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

## Notification of Intention to Award

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

**Project:** *[insert name of project]*

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

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

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

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

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

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

### 1. The successful Bidder

**Name:** *[insert name of successful Bidder]*

**Address:** *[insert address of the successful Bidder]*

**Contract price:** *[insert contract price of the successful Bid]*

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

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

**3. Reason/s why your Bid was unsuccessful**

*[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]*

**4. How to request a debriefing**

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

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

**Email address:** [insert email address]

**Fax number:** [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen

(15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

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

**Email address:** [insert email address]

**Fax number:** [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (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](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

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

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder<sup>1</sup>. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

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

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

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

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

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

### Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

**OR**

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

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

**OR**

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

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

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

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

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

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

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

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

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

## LETTER OF ACCEPTANCE

*[letterhead paper of the Employer]*

*[date]*

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

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

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security *[Delete ES Performance Security if it is not required under the contract]* within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, *[Delete reference to the ES Performance Security Form if it is not required under the contract]* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**



## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the addenda Nos \_\_\_\_\_(if any);
  - (d) the Particular Conditions;
  - (e) the General Conditions;
  - (f) the Specification;
  - (g) the Drawings; and
  - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
    - i. the ES Management Strategies and Implementation Plans; and
    - ii. Code of Conduct for Contractor’s Personnel (ES).
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by \_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_ (for the Contractor)

## Performance Security (Bank Guarantee)

### Option 1: Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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*[signature(s)]*

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

## Performance Security

### Option 2: Performance Bond (Not Applicable)

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

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

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

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

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

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

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

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

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Environmental and Social (ES) Performance Security (Bank Guarantee)

### ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *\_ [Insert date of issue]*

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

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

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

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

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

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

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

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

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

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*[signature(s)]*

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



## Advance Payment Security (Bank Guarantee)

### Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

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

## Retention Money Security (Bank Guarantee)

### Bank Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

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

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

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_) [amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in

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

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 referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_ *[insert name and address of Applicant's bank]*.

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

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

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

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

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