I R R I G A T I O N D E P A R T M E N T
G O V E R N M E N T O F B A L O C H I S T A N

BALOCHISTAN WATER SECURITY AND PRODUCTIVITY IMPROVEMENT PROJECT (BWSPIP)
COMPONENT – A: FLOOD MANAGEMENT OF KACHHI PLAINS)

BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

Construction of Flood Dispersal / Concrete Weir and Allied Structures at Bohra Wah on Talli River

(One-Envelope Bidding Process)

VOLUME I - BIDDING DOCUMENTS

RFB No: **PK-BID-PIU-529995-CW-RFB**

EMPLOYER : **Project Director**
Balochistan Water Security and Productivity Improvement Project (Component-A)

ISSUED ON :

COUNTRY : **PAKISTAN**

August 2026

Bidding Document: Request for Bids – Small Works

(One-Envelope Bidding Process)

PART 1 – BIDDING PROCEDURES (FIXED)

Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. 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 of 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. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities or Activity Schedule to be completed by the Bidder and submitted as part of its Bid.

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 contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works' Requirements shall also include the environmental, social (including sexual exploitation and

abuse (SEA) and gender based violence (GBV)), health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Particular Conditions of Contract (PCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

Section X - Contract Forms

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

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Standard Procurement Document

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PART 1 – Bidding Procedures

BALOCHISTAN WATER SECURITY AND PRODUCTIVITY IMPROVEMENT PROJECT

(COMPONENT – A: FLOOD MANAGEMENT OF KACHHI PLAINS)

INVITATION FOR BIDS (IFB)

Date: 04th August 2026

World Bank Credit No.: IDA 7790-PAK

1. The **Government of Pakistan** has received credit from the International Development Association towards the cost of Balochistan Water Security and Productivity Improvement Project (BWSPIP) and intends to apply part of the funds to cover eligible payments under the following Contract for Works of Flood Management of Kachhi Plains:

Sr. No.	Name of Scheme & Contract Identification No.	Scope of Works	Location
A	**PK-BID-PIU-529995-CW-RFB**	Construction of Weir Structure and Embankments at Bohra Wah on River Talli (Civil, Electrical and Mechanical works) consists of: • Construction of Flood Dispersal Structure/Concrete Weir, Under Sluices, Head Regulators Construction Flood Embankments, Earthen Channel, Side Protection (Stone Pitching), Staff Hut etc.	Sibi District

2. The **Project Director, BWSPIP** now invites sealed bids from eligible bidders for Construction Works of above-mentioned contract.

3. The Procurement will be conducted through **National Competitive Procurement (NCP) using Request for Bids (RFB) method** as specified in the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023 and is open to all bidders from eligible source countries as defined in the Procurement Regulations. In addition, please refer to paragraph 3.14 of Procurement Regulations that sets forth the World Bank's policy on conflict of interest.

4. The completion time for whole of the scope included in the contract package mentioned is 30 months. Interested eligible bidders may obtain further information from **Office of the Project Director, Balochistan Water Security and Productivity Improvement Project** (BWSPIP) at the address given below.

5. A complete set of bidding documents in English may be downloaded free of cost from Project website (www.biwrmdp.org.pk). Purchasers assume no responsibility for bidding documents obtained from any other source. Bidding Documents may be purchased by interested eligible bidders from the Office of **Project Director Balochistan Water Security and Productivity Improvement Project (Component – A)-117/41-A1, Jinnah Town Samungli Road Quetta** upon payment of a nonrefundable fee of Rs. 5,000/ for each set. The Bidding Documents can also be dispatched through courier but charges will be borne by the recipient.

6. A pre-bid conference will be held in the office of **Project Director, Balochistan Water Security and Productivity Improvement Project** (BWSPIP-FMKP) at the **Balochistan Irrigation Department-Project Implementation Unit (BID-PIU), 117/41-A1, Sammungli**

Road, Jinnah Town, Quetta on 18th August 2026. Bidders have the option of participating online as well as per following details (provide details)

7. The bidders who wish to attend online Pre-Bid meeting should submit request for invitation via email at Email ID: pd.bwspip@gmail.com on or before the Pre-Bid meeting date on or before 10:30 AM, after that no request would be entertained".

8. A virtual option for those who prefer to participate remotely, a ZOOM link will be generated and provided to ensure that interested bidders can join the Pre-Bid Meeting virtually from any location. The Link will be sent to all interested bidders well before the Pre-Bid Meeting

9. Any questions/queries may be delivered to the address given below in writing at least ten (10) working days before the deadline for submission of bids.

10. Bids must be delivered to the address below on or before **11:30 hours of 03rd September, 2026** at which time they will be opened publicly in the presence of the bidders designated representatives and anyone who chooses to attend at the address below. Electronic bidding will not be permitted. Late bids will be rejected.

11. Bids shall be valid for a period of **90 days** after Bid opening and must be accompanied by bid security of PKR 20 million.

12. All bidders shall be required to submit with their bids, qualification information specified in the bidding documents. This information shall be used to establish through post-qualification whether the bidder is qualified to carry out the works.

13. Bids are required to be submitted on item rate basis (not on the basis of Composite Schedule of Rates with percentage premium) and the rates and amounts (in Rupees) must be filled by the bidder for each item in the Bill of Quantities and provide a total price. Non-compliance may result in rejection of bid. Bidders should give their best and final price in their bids as no negotiations are expected.

14. As provided in the bidding documents, bidders engaged in corrupt or fraudulent practices (including collusion/pooling) will be declared ineligible, either in indefinitely or for a stated period of time, to be awarded a contract financed by the World Bank.

15. The address(es) referred to above is:

Office of Project Director, Balochistan Water Security and Productivity Improvement Project (Component – A)
117/41-A1, Jinnah Town Samungli Road Quetta.

Attn:

i. Mr. Barkatullah, Project Director
Tel: 081-2503599
E-mail: pd.bwspip@gmail.com
web site: BWSPIP.org.pk

ii. Mr. Rashid Zafar
Cell: 0313-1348853

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) behaviours which constitute SEA and (ii) behaviours 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;

(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(cies) of the Bid and the currency(cies) 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) (i) sign the Contract in accordance with ITB 47; or

(ii) (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 initialled 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 initialled 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 initialled 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:

(iii) (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(iv) (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 currencies 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[2] 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 evaluate the Bids using 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**.

Financial Evaluation

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

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

(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.

36. Comparison of Bids

36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.1 to determine the Bid that has the lowest evaluated cost.

36.2 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.

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 Intention to Award

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

(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.

ITB Reference	A. General
ITB 1.1	The number of the Invitation for Bids is: **One** The Employer is: **Irrigation Department, Government of Balochistan through Project Director, Balochistan Water Security and Productivity Improvement Project (Component-A)** The reference number of the Request for Bids (RFB) is: **PK-BID-PIU-529995-CW-RFB** The Employer is: **Project Director Balochistan Water Security and Productivity Improvement Project (Component-A)** The name of the RFB is **Construction of Flood Dispersal / Concrete Weir and Allied Structures at Bohra Wah on Talli River** The number and identification of lots (contracts) comprising this RFB is: **Nil**
ITB 1.2(a)	Electronic - Procurement System **N/A**
ITB 2.1	The Borrower is: **Islamic Republic of Pakistan** Loan or Financing Agreement amount: **US$ 58.29 million** The name of the Project is: **Balochistan Water Security and Productivity Improvement Project (Component-A- Flood Management of Kachhi Plain)**
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: **Three (03)**
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
	B. Contents of Bidding Document
ITB 7.1	For **Clarification of Bid purposes** only, the Employer's address is: Attention: **Project Director Balochistan Water Security and Productivity Improvement Project (Component-A)** Address: **Office of the Project Director, Balochistan Water Security and Productivity Improvement Project (Component – A)**

	117/41-A1, Jinnah Town Samungli Road Quetta. **Attn: i) Mr. Barkatullah, Project Director** **Tel: 081-2503599** **ii) Mr. Rashid Zafar** **Cell: +92-313-1348853** Floor/ Room number*:* ***Not Applicable*** City: **Quetta** ZIP Code: ***87300*** Country: : **Pakistan** Telephone: **+92-81-2503599** Facsimile number: **Not Applicable** Electronic mail address: **pd.bwspip@gmail.com**
ITB 7.1	Requests for clarification should be received by the Employer no later than: Fourteen **(14) days before bid submission deadline.**
ITB 7.1	Web page: ***https://www.biwrmdp.org.pk***
ITB 7.4	A Pre-Bid meeting **"shall" take** place. Date: 18th August 2026 Time: **11:30 AM** Place: **At the same place specified in ITB 7.1** • **The bidders who wish to attend online Pre-Bid meeting should submit request for invitation via email at Email ID: pd.bwspip@gmail.com on or before the Pre-Bid meeting date on or before 10:30 AM, after that no request would be entertained".** • **A virtual option for those who prefer to participate remotely, a ZOOM link will be generated and provided to ensure that interested bidders can join the Pre-Bid Meeting virtually from any location. The Link will be sent to all interested bidders well before the Pre-Bid Meeting** A site visit conducted by the Employer "***shall not be"*** organized
C. Preparation of Bids	
ITB 10.1	Language of the bid is English All correspondence exchange shall be in English. Language for translation of supporting documents and printed literature is English.
ITB 11.1 (i)	The Bidder shall submit the following additional documents in its Bid: **Management Strategies and Implementation Plans (MSIP) to manage the Environment, Social, Gender Health and Safety risks:**

	• The contractor must ensure strict compliance with the Environmental and Social Management Plans (ESMPs) prepared by the client. The contractor is also required to prepare a Construction Environmental and Social Management Plan (CESMP), in line with the guidelines provided in the ESMPs, and submit it to the client/Project Implementation Unit (PIU) prior to site mobilization. • The contractor shall also prepare a Construction Management Plan to ensure adherence to Standard Operating Procedures (SOPs) for all construction-phase activities. This includes, but is not limited to: o Proper placement and movement of construction vehicles o Procurement of materials from Client's approved borrow pits or quarry areas. o Proper allocation of waste yard in construction zone, where waste would be temporary stored before it to dispose of at authorized disposal site o Deployment of qualified personnel, including licensed and experienced drivers and machine operators. o All construction vehicles must be equipped with side mirrors, rear view mirror, reversing alarms, and other necessary safety features to ensure compliance with road safety, specifically blind spot awareness, and occupational & community health standards. Contractors must ensure that all onsite workers are issued printed ID cards. • The contractor must ensure compliance with the Environment and Social Management Plan to control pollution due to working machinery and disposal of sewage etc.; • The contractor must ensure respectful Work Environment and Social Plan [and Sexual Exploitation, and Abuse (SEA) prevention and response action Plan]*;* • Occupational and Community Health & Safety Management Plan must be developed and implemented to prevent accidents and incidents arising from construction activities, and to ensure a safe working environment for laborers and surrounding communities. • Waste Management Plan shall be prepared to ensure that all waste generated during construction activities is disposed of in an appropriate and environmentally sound manner. Open dumping and disposal on unauthorized lands shall be strictly prohibited. • Pollution Prevention and Management Plan shall be developed to ensure that all construction equipment and machinery are properly maintained and fitted with noise-reduction measures. The plan must also include: o Protection measures for the local ecology and biodiversity o A Chance Find Procedure for handling the discovery of any historical or archaeological sites o Measures to prevent contamination of nearby watercourses, surface water, and groundwater resources • Health Management Plan against diseases and epidemics; and • Traffic Management Plan to ensure safety of local communities from construction traffic (including Work Zone Traffic Control Plan in case the normal traffic is to move within the Site). • The Contractor shall prepare a comprehensive Labor Management Procedure (LMP) that aligns with the Project-level LMP. This must include: o Recruitment policies (non-discrimination, no child labor, no forced labor) o Employment terms and conditions o Grievance Redress Mechanism (GRM) for workers o Worker health and safety protocols o Worker accommodation standards o Labor inspection and compliance monitoring mechanisms

	○ Code of Conduct **Code of Conduct for Contractor's Personnel**: 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 obligations under the Contract. The Bidder shall use for this purpose the relevant Code of Conduct form provided in Section 4. 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. The Code of Conduct must be translated into Urdu language and shared with all Contractor's Personnel. The Contractor shall ensure that all personnel understand the contents of the Code through orientation sessions or briefings conducted in their local language. **Minimum E&S staffing requirement: Before mobilization, the Contractor shall submit for the Project Manager's approval the names, CVs, duty stations, mobilization schedule, signed availability statements, and evidence of professional/OHS certification for the E&S staff required by the Project ESMP and this Bidding Document. At a minimum, the Contractor shall deploy and maintain at the Site: (i) one full-time Environmental Officer/Coordinator; (ii) one full-time Occupational Health and Safety Officer; (iii) one full-time Community Liaison Officer/Gender Mobilizer during community-facing construction activities; and (iv) one qualified Site Paramedic/Certified First Aider available during all construction operations. No construction activity shall commence until the required E&S staff are mobilized and the C-ESMP has been approved. Any replacement or reduction of these resources requires the Project Manager's prior written approval.**
ITB 13.1	Alternative Bids ***"shall not be"*** considered.
ITB 13.2	Alternative times for completion ***"shall not be"*** permitted.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.5	The prices quoted by the Bidder ***"shall be"*** subject to adjustment during the performance of the Contract.
ITB 15.1	The price shall be quoted by the Bidder in PKR
ITB 18.1	The Bid validity period shall be **90** ***days from the date of Bid Submission*** **i.e. <u>until 02nd December 2026</u>**.
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): **Not Applicable**
ITB 19.1	A Bid Security ***"shall be"*** required. A Bid-Securing Declaration ***"shall not be"*** required. The amount and currency of the Bid security shall be **PKR 20.00 million**
ITB 19.3	Other types of acceptable securities: The Bid Security acceptable to the employer shall be in the form of an irrevocable/cashable on-demand Bank call deposit, bank draft or a bank guarantee from a reputable bank located in the country of Employer. Other forms of Bid Security as stated in ITB 19.3 shall not be accepted.
ITB 20.1	In addition to the original Bid, the number of copies is**: Two (02)**

ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney for the signatory of the Bid which should either be notarized or attested by the relevant authority. • If the bidder is an intended or existing joint venture, such authorization should be signed by all parties and specify the representative's authority to sign the bid on behalf of the intended or existing joint venture. • If the joint venture has not yet been formed, also include written evidence from all proposed partners of joint venture of their intent to enter into a joint venture in the event of a contract award.
D. Submission and Opening of Bids	
ITB 22.1	For **Bid submission purposes** only, the Employer's address is: Attention: **Project Director Balochistan Water Security and Productivity Improvement Project (Component-A)** Address: **Office of the Project Director, Balochistan Water Security and Productivity Improvement Project (Component – A)** **117/41-A1, Jinnah Town Samungli Road Quetta.** **Attn: i) Mr. Barkatullah, Project Director** **Tel: 081-2503599** **Mr. Rashid Zafar** **Cell: +92-313-1348853** Floor/ Room number: ***Not Applicable*** City: **Quetta** ZIP Code: ***87300*** Country: : **Pakistan** The deadline for Bid submission is: Date: **03rd September, *2026*** Time: 11:30 AM Bidders ***"shall not"*** have the option of submitting their Bids electronically.
ITB 25.1	The Bid opening shall take place at: Street Address: **Office of the Project Director, Balochistan Water Security and Productivity Improvement Project (Component – A)** **117/41-A1, Jinnah Town Samungli Road Quetta.** City: Quetta Country: Pakistan Date: **03rd September, *2026*** Time: 12:00 (Noon)

ITB 25.6	The Letter of Bid and Schedules shall be initialed by The Letter of Bid and sealed envelope containing Technical & Financial proposals (Bill of Quantities) shall be initialed by at least ***two (02)*** representatives of the Employer conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 34.1	At this time the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 34.2	***Not Applicable***
ITB 34.3	***Not Applicable***
F. Award of Contract	
ITB 47.1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 48.1 & 48.2	Successful Bidder shall be required to submit Performance Security of 05% (Five Percent) of the Accepted Contract Amount in the shape of Bank Guarantee on Performance Security Forms included in Section X. Successful Bidder shall also submit 03% (Three percent) of the Accepted Contract Amount as Environmental and Social (ES) Performance Security in the shape of Bank Guarantee on Environmental and Social (ES) Performance Security Forms included in Section X Failure of the successful Bidder to submit Performance and Environmental and Social (ES) Performance Security 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.
ITB 49	The Adjudicator proposed by the Employer is: Engr. Samiullah Baloch – Chief Engineer (Khuzdar) Irrigation Department, Quetta. The hourly fee for this proposed Adjudicator shall be: Pakistani Rupees 5,000/-. The biographical data of the proposed Adjudicator is as follows: Engr. Samiullah Baloch, Chief Engineer (Khuzdar), Sariab Road Quetta.
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (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: **For the Attention:** Mr. Samiullah Baloch **Title/Position:** Chief Engineer (Khuzdar), Irrigation Department, Quetta

	Employer: Irrigation Department, Government of Balochistan, Quetta In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Bidding Documents; and **2.** the Employer's decision to award the contract. A copy of the complaint can be sent for the Bank's information and monitoring to: **pprocurementcomplaints@worldbank.org**

Section III - Evaluation and Qualification Criteria

A. Technical and Financial Evaluation

1. Evaluation of Technical Proposal

Applicable as per Qualification Criteria

1.1 Techinical Proposal Scoring Methology

Not Applicable

1.2 Sustainable Procurement

Not Applicable

1.3 Alternative Technical Solutions for specified parts of the Works

Not Applicable

1. 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 Commencment 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.

B. Life Cycle Costs

Not Applicable

2. Combined Evaluation

Not Applicable

C. Multiple Contracts

Not Applicable

D. Specialized Subcontractors

Not Applicable

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1. 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	At least one Member	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	**Bank Eligibility**	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	**State-owned enterprise or institution of the Borrower country**	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	**United Nations resolution or Borrower's country law**	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	**History of Non-**	Non-performance of a contract[1] did not	Must meet	Must meet	Must meet	N/A	Form CON-2

[1] Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
	Performing Contracts	occur as a result of contractor default since 1st January 2021.	requirement[1] & 2	requirements	requirement[2]		
2.2	**Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period**	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	**Pending Litigation**	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	**Litigation History**	No consistent history of court/arbitral award decisions against the Bidder[3] since 1st January 2021	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	**Declaration: Environmental, Social, Health, and**	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the	Must make the declaration. Where there	N/A	Each must make the declaration. Where	N/A	Form CON-3 ESHS Performance

contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

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

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
	Safety (ESHS) past performance	non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years[4].	are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.		there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.		Declaration
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as PKR 285 million for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet Requirement	25% of requirement	50% of requirement	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	

[4] 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	At least one Member	
		(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 three (03) years s**hall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of PKR 500 million, calculated as total certified payments received for contracts in progress and/or completed (Confirmed through Auditor Report/Balance Sheet/Income Tax-FBR's statements) within the last three (03) years.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 50% of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	**General Construction Experience**	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last five (05) years, starting 1st January 2021.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (a)	**Specific Construction & Contract Management Experience**	(i) A minimum number of two (02) similar contracts specified below that have been satisfactorily and substantially[5] completed as a prime contractor, joint venture member[6], management contractor or sub-contractor[6] between 2021 and bid submission deadline: 03rd September, 2026 (i) 02 contracts, each of minimum value V mentioned below: PKR 500 million Or ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; a) Construction of Concrete Weir including Under Sluice and offtakes and allied Structures Or Irrigation Scheme across river with	Must meet requirement	Must meet requirement[7]	Must meet the requirement equivalent to **25%** of the value of the contract of similar size and nature	Must meet the requirements.	Form EXP 4.2(a)

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

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

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		installation of gates, barrages etc (01 Contract) b) Construction of Flood Protection Works (including but not limited to Guide Banks, Spurs, or Bunds); OR Construction of a Dam / Headworks Structure OR Construction of a Flood Embankment for river training, water storage, or flood diversion with incorporating proper slope protection works (01 Contract).					
4.2 (b)	**Construction Experience in Key Activities**	For the above and any other contracts as prime contractor, joint venture member, or sub-contractor between 1st July 2021 and Application submission deadline, a minimum construction experience in the following key activities successfully completed[8]: i) Concrete = 8500 Cu meter ii) Steel Reinforcement = 670 Tonne iii) Fixing of Gates ive Earthwork for embankment =	Must meet requirements	Must meet requirements	25%	Must meet the requirements for the key activities (*50% of key activities in the column of Requirements of this 4.2 (b)*	Form EXP – 4.2 (b)

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		500,000 Cu.meter iv) Stone pitching = 53000 Cu.meter v) G.I Wire netting = 22000 Sq.meter					
4.2 (c)	Specific Experience in Managing Environmental, Social, Health, and Safety (ESHS) or ES Aspects	For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st July 2021 and bid submission deadline, experience in managing ESHS or ES risks and impacts but not limited to the following aspects; *i) Implementation of project-specific Environmental and Social Management Plans (ESMPs);* *ii) Compliance with national regulations and international ESHS standards;* *iii) Mitigation of construction-related environmental impacts such as air and water pollution, noise, and waste management;* *iv) Establishment and enforcement of occupational health and safety (OHS) panning and protocols to ensure worker welfare, site safety, and accident prevention* *v) Engagement with stakeholders and local communities to address social concerns and ensure functioning grievance redressal mechanisms (GRM);*	Must meet requirements	Must meet requirements	*"N/A"*	Must meet the requirement	Form EXP - 4.2(c)

2. Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in Section 5 Work's Requirements.

The Bidder shall provide details of the 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 4, Bidding Forms. The Key Personnel specified here must include Environment, Health and Safety (EHS) Personnel keeping in view EHS requirements of the Project.

Key Personnel

Ref	Position	Minimum specific qualifications, if any	Minimum total work experience (years)	Minimum similar works experience (years)
1	Contractor's Representative/ Construction Manager, resident at the Site	Professionally qualified Civil Engineer Fluent in English Language	At-least 10 years	10
2	Site Engineer	Professionally qualified Civil Engineer	At-least 10 years	7
3	Chief Surveyor / Measurement Engineer	Professionally qualified Quantity Surveyor/ D.A.E Civil	At-least 10 years	7
4	Environmental Officer/Coordinator (full-time, site-based)	Bachelor's degree in Environmental Engineering, Environmental Sciences or equivalent. Demonstrated C-ESMP implementation on civil works: pollution prevention, waste management, erosion/sediment control, water protection, environmental monitoring, regulatory compliance and incident reporting.	At least 10 years of post-qualification experience	At least 7 years of ESHS/ESMP management on comparable civil works
5	Occupational Health and Safety Officer (full-time, site-based)	Bachelor's degree in Engineering, OHS/EHS or a related field; valid NEBOSH IGC or equivalent accredited OHS certificate. Demonstrated construction OHS experience in HIRA/JSA, permit-to-work, work at height, excavation/lifting, emergency response and incident investigation.	At least 10 years of post-qualification experience	At least 7 years of construction OHS on comparable civil/river/earthworks projects

Ref	Position	Minimum specific qualifications, if any	Minimum total work experience (years)	Minimum similar works experience (years)
6	Community Liaison Officer/Gender Mobilizer (site-based during community-facing activities)	Bachelor's degree in Sociology, Social Sciences, Development/Gender Studies or equivalent. Demonstrated infrastructure-project experience in inclusive stakeholder engagement, GRM, community health and safety, gender-responsive outreach and SEA/SH awareness.	At least 10 years of post-qualification experience	At least 7 years of community engagement/ GRM on comparable infrastructure works
The Bidder shall provide CVs, signed availability statements, academic/professional/OHS certificates and experience records. These positions are the minimum E&S staffing under the Project ESMP. One qualified Site Paramedic/Certified First Aider shall be available at the Site during construction; replacements or reductions require the Project Manager's prior written approval.				

3. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

S. Nr	Equipment Type	Minimum Number required
1.	Hydraulic Excavator with Jack Hammar	02 Nos.
2.	Front End Loader	04 Nos.
3.	Vibratory Rollers	02 Nos.
4.	Plate Compactor	04 Nos.
5.	Trucks/ dumpers (Ten ton capacity)	04 Nos.
6.	Transit Mixers	03 Nos.
7.	Batching Plant	01 No.
8.	Tractors with various attachments like (blades, loaders, trolleys)	04 Nos.
9.	Water Bowser	08 Nos.
10.	Electric Generator	04 Nos.
11.	Portable Pumps with Engines	04 Nos.
12.	Grader	02 Nos.
13.	Level Machine	01 No.
14.	Total Station	01 No.
15.	Real Time Kinematic (RTK)	01 No.

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

Section IV - Bidding Forms

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Letter of Bid

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

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

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

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of RFB process*]
Alternative No.: [*insert identification No. if this is a Bid for an alternative*]

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

(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 Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;

(d) **Conformity:** We offer to execute in conformity with the bidding document the following Works: **[***insert a brief description of the Works]*

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

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

Or

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

(f) **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*];

(g) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security*, ***Delete if not applicable***] in accordance with the bidding document;

(i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(j) **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;

(k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

(l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

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

(m) **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;

(n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(o) **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; and

(p) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

Name of the Bidder: *[*insert complete name of person signing the Bid*]

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

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

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

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

*****: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Schedules

Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

(a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and

(b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

(a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.

(b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final bidding document.

1. Sample Bill of Quantities[1]

(PKR)

Item no.	*Description*	*Unit*	*Quantity*	*Rate*	*Amount*
	[*To be entered by the Employer; Delete if not applicable:]* Provisional sums for additional ESHS outcomes.				
	[*To be entered by the Employer; Delete if not applicable:]* Provisional sum for sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.				
				Total	_____

[1] In case of Lump-sum Contract, use Sample Activity Schedule.

Sample Activity Schedule

Item no.	*Description*	*Unit*	*Amount*
	[*To be entered by the Employer; Delete if not applicable:]* Provisional sums for additional ESHS outcomes.		
	[*To be entered by the Employer; Delete if not applicable:]* Provisional sum for sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.		

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:]

Pn= a + b Ln / Lo + c En/ Eo + d Mn/Mo + ...

where:

"Pn" 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;

"Ln", "En", "Mn", ... 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

"Lo", "Eo", "Mo", ... 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.

Schedule of Adjustment Data

Package-1: Construction of Flood Dispersal / Concrete Weir and Allied Structure at Bohra Wah on Tali River Basin Under Flood Management of Kachhi plain

Sr. No.	Description	Unit	Weightages	Applicable Index
1	2	3	4	5
(i)	Fixed Portion	-	0.35	-
(ii)	High Speed Diesel [for all types of fuel]	Litre	--to be proposed by bidder— (Acceptable range 0.10 – 0.15)	Monthly Statistical Bulletin, Pakistan Bureau of Statistics / Pakistan State Oil
(iii)	Labour Unskilled	Day (Per Day)	--to be proposed by bidder— (Acceptable range 0.05 – 0.10)	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP)
(iv)	Cement (Ordinary Portland Cement) [for all types of Cement]	Per Bag	--to be proposed by bidder— (Acceptable range 0.10 – 0.15)	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP
(v)	Iron Bar (M.S. Bar) 60 Psi'' [for all types of Steel elements]	Metric Ton	--to be proposed by bidder— (Acceptable range 0.10 – 0.20)	Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP
	Total		1.000	

Note:

1. Base prices of Specified Materials shall be as of actually prevailing on the base date notified by the Engineer with the approval of the Employer after the award of works. As per GCC 1.1.3.1, "Base Date" means the date 28 days prior to the deadline for bid submission".
2. The basic prices are meant to be ex-factory prices and inclusive of all kinds of taxes and duties that can be levied at source.
3. Adjustment of increase / decrease shall only be admissible for the materials (elements representing relevant category) listed above.
4. Value of work done for escalation purpose shall be value of permanent works (Excluding Bill for General Items & Provisional Sums).
5. All Amounts in Pak Rupees only.

6. If weightages proposed by the bidder exceed the limit/acceptable range specified above, it shall not be a cause of bid rejection; however, the coefficients will be finalized before contract award after justification by bidder.

Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer*]*

Request for Bids No: *_[Insert reference number for the Request for Bids]*

Date: [*Insert date of issue]*

BID 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 the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Request for Bids No. [*insert number*] ("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 *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has withdrawn its Bid during the period of Bid validity specified by the Applicant in the Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) 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, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary in relation to such contract agreement; and (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 end of the Bid Validity Period.

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)]

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

Form of Bid Security – Bid Bond

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety],* authorized to transact business in *[name of country of Employer],* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called "the Employer") in the sum of *[amount of Bond]*[2] *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the ___ day of _____, 20__, for the execution of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

(a) has withdrawn its Bid during the period of bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Employer's bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

---

[2] The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

_____ _____

(Signature) *(Signature)*

(Printed name and title) *(Printed name and title)*

Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Not Applicable

To: *[insert complete name of Employer]*

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 of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (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, Social, Health and Safety (ESHS) Performance Security, in accordance with the ITB.

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 expiration of our Bid.

Name of the Bidder***** _____ *[insert complete name of person signing the Bid]*

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

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

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

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

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

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

Technical Proposal

Technical Proposal Forms

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ESHS Management Strategies and Implementation Plans**
- **Code of Conduct (ESHS)**
- **Others**

FORM PER -1

Key Personnel Schedule

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

Key Personnel

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

	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

Form PER-2:

Resume and Declaration

Key Personnel

Name of Bidder

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
details		
	Address of employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present employer:**

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

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

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Key Personnel is available to work on this contract]*
Time commitment:	*[insert the number of days/week/months/ that this Key Personnel will be engaged]*

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

(a) be taken into consideration during Bid evaluation;

(b) my disqualification from participating in the Bid;

(c) my dismissal from the contract.

Name of Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

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. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	**Name of manufacturer,**	**Model and power rating**
	Capacity*	**Year of manufacture***
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** **☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured**	

The following information shall be provided only for equipment not 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**	

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (i) 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 ESHS provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (i) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements in Section VII.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Others

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

Date: _____
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: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

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

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is 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. *[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.]*

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

Bidder's Name: _____
Date: _____
Joint Venture Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

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

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

Environmental, Social, Health, and Safety Performance Declaration

in accordance with Section III, Qualification Criteria, and Requirements

☐ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.

☐ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:

Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g. for GBV/ SEA breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]*	*[insert amount]*

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

Form CCC: Current Contract Commitments / Works in Progress

Bidders and each member of 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.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____
Date: _____
Joint Venture Member's Name_____
RFB No. and title: _____
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _____*years*, _____ (amount in currency, currency, exchange rate, USD equivalent)**				
	Year 1	Year 2	Year 3	Year4	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					

2. Sources of Finance

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

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

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. 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[3] for the _____years required above; and complying with the requirements

[3] 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: _____
Joint Venture Member's Name_____
RFB No. and title: _____
Page _____of _____pages

		Annual turnover data (construction only)	
Year	**Amount** **Currency**	**Exchange rate**	**USD equivalent**
[indicate year]	*[insert amount and indicate currency]*		
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.

Source of financing	Amount (US$ equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____
Date: _____
Joint Venture 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: _____
Joint Venture Member's Name_____
RFB No. and title: _____
Page _____of _____pages

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

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

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

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

Bidder's Name: _____
Date: _____
Joint Venture Member's Name_____
Subcontractor's Name[4] (as per ITB 34.2 and 34.3): _____

RFB No. and title: _____
Page _____of _____pages

Subcontractor's Name (as per ITB 34.2 and 34.3): _____
All subcontractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

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

[4] If applicable.

Address: Telephone/fax number E-mail:	

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

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

2. Activity No. Two

3. ……

Appendix to Form EXP - 4.2(c)

Specific Experience in Managing EHS

Part 1: Specific Experiencia on ES using the format similar to 4.2(a)

[Please provide]

Part 2: Environmental, Health and Safety Certification

[Please provide the following information]:
Availability of the following valid ISO certification or internationally-recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

[*Select the required certifications from below**]
- Quality management certificate ISO 9001
- Environmental management certificate ISO 14001
- Health and Safety management certificate ISO 45001

* *Depending on the environmental, health and safety issues of the worksite and the type of competition planned (national or international), the list of required certifications may be restricted to those corresponding to the main issue of the worksite management, or removed altogether.*

Part 3: Environmental, Health and Safety Documentación

Please provide the following information:
Availability of in-house policies and procedures acceptable to the Employer for EHS management:

1. Existence of an Ethics Charter.
2. Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.
3. Existence of official company procedures for the management of the following relevant points:

[Select three to five from options given below that apply for the worksite- as per Environmental, Social, Health and Safety (ESHS) Requirements, provided under Section 5 Work's Requirements]
- EHS resources and facilities and EHS monitoring system;
- Project Areas management information (base camps, quarries, burrow pits, storage areas);
- Health and Safety on worksites policy and related guidance;
- Local recruitment and EHS trainings of local staff/subcontractors/local partners;
- Community stakeholder engagement practice;
- Traffic management practice;
- Hazardous products management practice;
- Waste management practice;
- Protection of water resources;
- Biodiversity protection practices;
- Site rehabilitation and revegetation practice;

- Local cultural heritage protection practice;
- Erosion and sedimentation practices;
- Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc)

Part 4: Environmental, Health and Safety Dedicated Personnel

Please provide CV {Form PER - 2] of the in-house personnel of the main contractor/Joint Venture members for the EHS positions specified in Section 5 Work's Requirements:

- Environmental Specialist
- Health and Safety Specialist

Section V - Eligible Countries

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

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

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

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

Section VI - Fraud and Corruption

(Section VI 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 (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 mis-procurement, 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;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection

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

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

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

and/or contract execution, and to have them audited by auditors appointed by the Bank.

Official Use Only

PART 2 – Works' Requirements

Section VII - Works' Requirements

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TECHNICAL SPECIFICATION

(Separately attached as Vol-II of this Document)

Environmental, social, health and safety requirements

The Employer should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.

The Employer should attach or refer to the Employer's environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY {STATEMENT)

The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. *The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

1. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where*

women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;

7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
10. *minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ESHS REQUIREMENTS

In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA*
- *GBV/SEA prevention and management*

The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.

The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:

General Conditions of Contract

Sub-clause 3	Language and Law
Sub-clause 7.1	Subcontracting
Sub-clause 8.1	Other Contractors

Sub-clause 9	Personnel and Equipment
Sub-clause 12	Contractor's Risks
Sub-clause 15.1	Contractor to Construct the Works
Sub-clause 18	Safety and Protection of the Environment
Sub-clause 19.1	Discoveries
Sub-clause 31	Early Warnings
Sub-clause 41.4	Payments

MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT

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

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers 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, and 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 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.

Environmental, Health and Safety Code of Conduct Form

The minimum content of the EHS 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 EHS Code of Conduct form as part of its bid.

ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

This EHS Code of Conduct is part of our measures to deal with environmental, health and safety 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 EHS Code of Conduct.

This EHS 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 EHS 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. report violations of this EHS Code of Conduct; and

7. not retaliate against any person who reports violations of this EHS 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 EHS Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done by 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 law of Pakistan. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE ENVIRONMENTAL, HEALTH AND SAFETY CODE OF CONDUCT

Any violation of this EHS 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 EHS Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this EHS 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*]: _____

DRAWINGS

(Separately Attached as Volume - III of this document)

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

(d) Bank means the financing institution **named in the PCC**.

(e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

(f) Compensation Events are those defined in GCC Clause 42 hereunder.

(g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

(h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

(i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.

(j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

(k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

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(l) Days are calendar days; months are calendar months.

(m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(n) A Defect is any part of the Works not completed in accordance with the Contract.

(o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.

(p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

(q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.

(s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

(v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

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(x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(z) PCC means Particular Conditions of Contract.

(aa) The Site is the area **defined as such in the PCC**.

(bb) Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(gg) A Variation is an instruction given by the Project Manager which varies the Works.

(hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

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The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Letter of Acceptance,

(c) Contractor's Bid,

(d) Particular Conditions of Contract,

(e) General Conditions of Contract, including Appendices,

(f) Specifications,

(g) Drawings,

(h) Bill of Quantities,[1] and

(i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's Country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; 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 from that country or any payments to any country, person, or entity in that country.

[1] In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 Otherwise **specified in the PCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

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10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and

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deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

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17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety and Protection of the Environment

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in

such form and details as will clearly identify relevant time changes and costs.

22.3 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).]

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC,** together with reimbursable expenses of the types

specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC.**

25. Fraud and Corruption

25.1 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 Appendix A to the GCC.

25.2 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. Time Control

26. Program

26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an

updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

27. Extension of the Intended Completion Date

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the

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meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager

shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price[2]

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price[3]

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

38.1 All Variations shall be included in updated Programs[4] produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's

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[2] In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:
36.1The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

[3] In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:
37.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

[4] In lump sum contracts, add "and Activity Schedules" after "Programs."

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own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work. [5]

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerate the contract completion period; or

(b) reduce the Contract Price or the life cycle costs to the Employer; or

[5] In lump sum contracts, delete this paragraph.

(c) improve the quality, efficiency, safety or sustainability of the Facilities; or

(d) yield any other benefits to the Employer,

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Program,[6] is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.[7]

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

[6] In lump sum contracts, add "or Activity Schedule" after "Program."

[7] In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the

last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currencies

44.1 Where payments are made in currencies other than the currency of the Employer's Country **specified in the PCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c\ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients[8] **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

[8] The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by

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supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1**,** or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the

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Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

(h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

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59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

61. Suspension of Bank Loan or Credit

61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.

(b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

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APPENDIX A
TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix 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 (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 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;1 (ii) to be a nominated2 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] 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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1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

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

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APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]

Metrics for regular reporting:

a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;

b. health and safety incidents, accidents, injuries and all fatalities that require treatment;

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:

iii. 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. HIV/AIDS: 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 HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.

iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

j. environmental and social supervision:

i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

k. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

i. Worker grievances;

ii. Community grievances

l. Traffic and vehicles/equipment:

i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

ii. 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;

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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 cleanups, 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 GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section IX - Particular Conditions of Contract

Except where otherwise specified, all Particular Conditions of Contract should be filled in by the Employer prior to issuance of the bidding document. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (d)	The financing institution is World Bank
GCC 1.1 (r)	• The Employer is Irrigation Department, Government of Balochistan through Project Director Balochistan Water Security and Productivity Improvement Project (Component-A) • Address: Office of the Project Director, Balochistan Water Security and Productivity Improvement Project (Component – A) 117/41-A1, Jinnah Town Samungli Road Quetta. • Employer's Representative: Employer's Representative means Project Director, Project Implementation Unit (BID), Balochistan Water Security and Productivity Improvement Project (Component-A)-Flood Management of Kachhi Plain.
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 30 **April, 2029**
GCC 1.1 (y)	The Project Manager to be determined later, Employer will notify before commencement of work.
GCC 1.1 (aa)	The Site is located at Bohra Wah on Talli River Basin (Sibi District), Balochistan.
GCC 1.1 (dd)	The Start Date shall be **30th October 2026**.`
GCC 1.1 (hh)	The Works consist of: Construction of Weir Structure and Embankments at Bohra Wah on River Talli (Civil, Electrical and Mechanical works) consists of: • Construction of Flood Dispersal Structure/Concrete Weir, Under Sluices, Head Regulators Construction Flood Embankments, Earthen Channel, Side Protection (Stone Pitching), Staff Hut etc. • This sub-project is part of approved loan covenant, which also include construction of seven Flood Dispersal Structure, Flood Protection Embankment, Irrigation Canals, Watershed & rangeland activities and On Farm water Management activities in Nari, Lehri and Thalli River Basins
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii)

<table>
<tr><td></td><td>“ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.</td></tr>
<tr><td>GCC 2.3(i)</td><td>The following documents also form part of the Contract: [list the following and any other relevant documents]

(i) the ESHS Management Strategies and Implementation Plans; and

(ii) Code of Conduct (ESHS).</td></tr>
<tr><td>GCC 3.1</td><td>The language of the contract is English.

The law that applies to the Contract is the law of Pakistan.</td></tr>
<tr><td>GCC 5.1</td><td>The Project manager may not delegate any of his duties and responsibilities.</td></tr>
<tr><td>GCC 8.1</td><td>Schedule of other contractors: Not Applicable</td></tr>
<tr><td>GCC 9.1</td><td>Key Personnel
GCC 9.1 is replaced with the following:

9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment as per approval by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
<table>
<tr><th>Ref</th><th>Position</th><th>Minimum specific qualifications, if any</th><th>Minimum total work experience (years)</th><th>Minimum similar works experience (years)</th></tr>
<tr><td>1</td><td>Contractor’s Representative/ Construction Manager, resident at the Site</td><td>Professionally qualified Civil Engineer Fluent in English Language</td><td>At-least 10 years</td><td>10</td></tr>
<tr><td>2</td><td>Site Engineer</td><td>Professionally qualified Civil Engineer</td><td>At-least 10 years</td><td>7</td></tr>
<tr><td>3</td><td>Chief Surveyor / Measurement Engineer</td><td>Professionally qualified Quantity Surveyor/ D.A.E Civil</td><td>At-least 10 years</td><td>7</td></tr>
</table></td></tr>
</table>

		4	Environmental Officer/Coordinator (full-time, site-based)	Bachelor's degree in Environmental Engineering, Environmental Sciences or equivalent. Demonstrated C-ESMP implementation on civil works: pollution prevention, waste management, erosion/sediment control, water protection, environmental monitoring, regulatory compliance and incident reporting.	At least 10 years of post-qualification experience	At least 7 years of ESHS/ESMP management on comparable civil works
		5	Occupational Health and Safety Officer (full-time, site-based)	Bachelor's degree in Engineering, OHS/EHS or a related field; valid NEBOSH IGC or equivalent accredited OHS certificate. Demonstrated construction OHS experience in HIRA/JSA, permit-to-work, work at height, excavation/lifting, emergency response and incident investigation.	At least 10 years of post-qualification experience	At least 7 years of construction OHS on comparable civil/river/earthworks projects
		6	Community Liaison Officer/Gender Mobilizer (site-based during community-facing activities)	Bachelor's degree in Sociology, Social Sciences, Development/Gender Studies or equivalent. Demonstrated infrastructure-project experience in inclusive stakeholder engagement, GRM, community health and safety, gender-responsive outreach and SEA/SH awareness.	At least 10 years of post-qualification experience	At least 7 years of community engagement/ GRM on comparable infrastructure works
		The Bidder shall provide CVs, signed availability statements, academic/professional/OHS certificates and experience records. These positions are the minimum E&S staffing under the Project ESMP. One qualified Site Paramedic/Certified First Aider shall be available at the Site				

	during construction; replacements or reductions require the Project Manager's prior written approval.
GCC 9.2	**Code of Conduct (ESHS)** The following is inserted at the end of GCC 9.2: "The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence (GBV), sexual exploitation or abuse, illicit activity or crime)."
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials is 10% of the Contract Price. (b) For loss or damage to Equipment is replacement cost of the Equipment. The maximum deductible for insurance of Equipment is 5% of the replacement cost of Equipment (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Rs. 10,00,000/-. (d) for personal injury or death: (i) of the Contractor's employees: Rs. 10,00,000/-]. (ii) of other people: Rs. 500,000/- For fulfilling his obligations under Sub-Clause 13.1(a), 13.1(b), 13.1(c), 13.1(d), the Contractor shall be reimbursed on a prime cost basis the actual amount of premium paid by the Contractor for providing the required insurance. The Contractor's overhead costs, profits and all other costs incidental to providing the specified insurance in the Bill of Quantities and no separate payment on this account will be made by the Project Manager. The Insurance Company shall have financial strength rating / outlook AA with PACRA (The Pakistan Credit Rating Agency) or JCR-VIS (Affiliation of Japan Credit Rating Agency) or which acceptable by the Employer. The Insurance Company shall submit their financial highlights.
GCC 16.1 (add new 16.2)	**ESHS Management Strategies and Implementation Plans** The following is inserted as a new sub-clause 16.2: "16.**2** The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (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 Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager."
GCC 20.1	The Site Possession Date(s) shall be: Location: Bohra Wah in Talli River, District Sibi Date of Site Possession shall be within 28 days after issuance of Letter of Acceptance.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Irrigation Department, Government of Balochistan.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Rs. 5000/ per hour.
GCC 24.4	Arbitration shall be done in accordance with Arbitration Act of 1940 as per laws of Islamic Republic of Pakistan
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
GCC 26.2	**ESHS Reporting** Inserted at the end of GCC 26.2:

	"In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager. (b) confirmed or likely violation of any law or international agreement; (c) any fatality or serious (lost time) injury; (d) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (e) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (f) any allegation of gender-based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.
GCC 26.3	The period between Program updates is 28 days. The amount to be withheld for late submission of an updated Program is 1% of the contract cost.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 38.2	At the end of 38.2 add after the first sentence: "The Contractor shall also provide information of any ESHS risks and impacts of the Variation."
GCC 38.7	In the first paragraph insert new sub-paragraph (d): "(d) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;"

GCC 40	Add new GCC 40.7: 40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any ESHS obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
GCC 44.1	The currency of the Employer's Country is: Pak Rupees
GCC 45.1	The Contract *"is"* subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients *"does"* apply. *0.35* percent nonadjustable element (coefficient) The Index I for local currency shall be: *i)* Monthly Statistical Bulletin, Pakistan Bureau of Statistics / Pakistan State Oil for High-Speed Diesel (For All types of Fuel)

	ii) Monthly Statistical Bulletin, Pakistan Bureau of Statistics GOP) for Labour Unskilled, Steel Reinforcement and Cement (Ordinary Portland Cement) i/c all types of Cement
GCC 46.1	The proportion of payments retained is: 10% from each IPC up to a maximum of 5% of the Contract Price. Minimum amount of Interim Payment Certificate shall be 3.5 % of the accepted Contract Amount.
GCC 47.1	The liquidated damages for the whole of the Works are 0.1 % of the Contract Price as stated in the Letter of Acceptance. The maximum number of liquidated damages for the whole of the Works is 10 % of the Contract Price as stated in the Letter of Acceptance.
GCC 48.1	The clause 48 regarding Bonus in respect of Conditions of Contract is deleted.
GCC 49.1	The Advance Payment will be 10% of the Contract Price as stated in the Letter of Acceptance and will be paid to the Contractor no later than 42 days after fulfilment of the requirements of Clause 51. The Advance Payment shall be recovered at a rate of 10 % from each Interim Payment Certificate until fully received.
GCC 50.1	"GCC 50.1 is replaced with the following The Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC (for GCC 50.1). The Performance Security shall be issued by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ESHS Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security and, if applicable, the ESHS Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond."
GCC 50.1	The Performance Security amount is *denominated in PKR* (a) Bank Guarantee: in the amount(s) of **five (05) percent** of the Accepted Contract Amount *(b)* Environmental, Social, Safety and Health (ESHS) Performance Security - Bank Guarantee: in the amount(s) of **three (03) percent** of the Accepted Contract Amount.

	The Performance Securities shall be for the minimum amount equivalent to: (5 % for works) and 3% for ESHS Performance Security of the Contract Price as stated in the Letter of Acceptance. The standard form(s) of Performance Security acceptable to the Employer shall be Unconditional Bank Guarantees. The cost of complying with the requirements of this Clause shall be borne by the Contractor.
E. Finishing the Contract	
GCC 56.1	Delete the words "Operating and maintenance manual". The date by which "as built" drawings are required is 56 days after issuance of the Certificate of Completion of the Works.
GCC 56.2	Delete the words "Operating and maintenance manual". The amount to be withheld for failing to produce "as built" drawings by the date required is 3% of the Contract Price as stated in the Letter of Acceptance.
GCC 57.2 (g)	The maximum number of days to complete the work is 910 days .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 10

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 after which, 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 <u>this</u> 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.

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 seven business days after issuance of NoIA.

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] (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] 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).

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

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

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

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

Details of beneficial ownership

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

nationality, country of residence]			

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

[on letterhead paper of the Employer***]***

. . . . . ***[date]***. . . . . .

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

Subject: . . . . . ***[Notification of Award Contract No]***. . . . . .

This is to notify you that your Bid dated . . . . ***[insert date]*** . . . . for execution of the . . . . . ***. . . .[insert name of the contract and identification number, as given in the PCC]*** . . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words and 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, Social, Health and Safety Performance Security ***[Delete ESHS Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form and the ESHS Performance Security Form, ***[Delete reference to the ESHS 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.

[Choose one of the following statements:]

We accept that _____***[insert the name of Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator.

[or]

We do not accept that _____***[insert the name of the Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____***[insert name of the Appointing Authority]***, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 48.1 and GCC 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . ., ..., between . . . . . ***[name of the*** Employer***]***. . . . . (hereinafter "the Employer"), of the one part, and . . . . . ***[name of the Contractor]***. . . . .(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . ***[name of the Contract]***. . . . .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 of Contract, including appendix;

(f) the Specification

(g) the Drawings

(h) Bill of Quantities; [1] and

(i) any other document **listed in the PCC** as forming part of the Contract;

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.

[1] In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . ***[name of the borrowing country]***. . . . .on the day, month and year specified above.

Signed by: .....
for and on behalf of the Employer

Signed by: .....
for and on behalf the Contractor

in the presence of: .....
Witness, Name, Signature, Address, Date

in the presence of: .....
Witness, Name, Signature, Address, Date

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

We have been informed that *_ [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 *[insert date]* 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, 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 *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. 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."*

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.

Environmental, Social, Health and Safety (ESHS) Performance Security

ESHS Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

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

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

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

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

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

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

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. 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*

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.

[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."

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

We have been informed that *[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 *[insert date]* 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, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* 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 *[insert amount in figures]* (_____) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above

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

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

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 *[insert day]* day of *[insert month]*, 2 *[insert year]*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

_____

[signature(s)]

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

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

Section C: Bill of Quantities (BOQ)

BALOCHISTAN WATER SECURITY AND PRODUCTIVITY IMPROVEMENT PROJECT
(Component – A: Flood Management of Kachhi Plains)

CONSTRUCTION OF WEIR STRUCTURE Bohra Wah on River Talli District Sibi

BILL OF QUANTITIES

GRAND SUMMARY

Bill No	Description	Amount (Pak Rs)
Bill No-1	Dispersal Structure/Concrete Weir Work	
Bill No-2	Gates & Gearings	
Bill No-3	Embankment Protection Works	
Bill No-3 (i)	Earthen Flood Bund	
Bill No-4	Shingle on top of embankment	
Bill No-5	Miscellaneous Civil Works for Residential and allied facilities	
Bill No-6	General Items (Provisional Sum)	**20,850,000**
Bill No-7	Implementation of ESMP (Provisional Sum)	**7,600,000**
Bill No-8	Geotechnical Investigation	
Bill No-9	Dayworks	
	GRAND TOTAL	

Bill No-1: Dispersal Structure/Concrete Weir Work

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
1	Light jungle clearance and removing upto 100 ft. (30m.)	46225.00	m^2		
2	Uprooting stumps & removing within 1Km, from 1.5 ft t0 6 ft. (0.50m to 1.75m) grith	17.00	Each		
3	Borrow pit excavation depth upto 10 ft. (3 m) undressed lead upto 100 ft. (30m)	41450.78	m^3		
4	Earth for embankment lead upto 1000m and compaction by mechanical means at optimum moisture content, dressing to designed section including laying, levelling and watering.	51270.34	m^3		
5	Earthwork excavation in irrigation channels drains etc. to designed section grade and profiles in ordinary soil by machinery, excavated material disposed off and dressed within 50ft (15m) lead.	3657.00	m^3		
6	Excavation in foundation of building and bridges including layout, dressing refilling around structures with excavated earth watering and ramming lead upto 100 ft (30m) & lift upto 5 ft (1.5m).	6162.56	m^3		
7	Providing and laying in position ready mixed concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of R.M.C. from transit mixer to site of laying , excluding the cost of centering, shuttering finishing and reinforcement including cost of admixtures in recommended proportions as per mix design to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per	260.43	m^3		

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
	direction of the Engineer - in - charge. 15**00 PSI**				
8	Providing and laying in position ready mixed concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of R.M.C. from transit mixer to site of laying , excluding the cost of centering, shuttering finishing and reinforcement including cost of admixtures in recommended proportions as per mix design to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. **4000 PSI**	9408.02	m^3		
9	Additional for Shuttering and Scaffolding for Foundations, Bed Plates and Sills	4876.44	m^3		
10	Additional for Shuttering and Scaffolding for wall and piers etc., 18" to 24" in thickness	3673.79	m^3		
11	Additional for Shuttering and Scaffolding for pillars and columns of any shape	510.30	m^3		
12	Additional for Shuttering and Scaffolding for slabs above 9" in thickness	347.49	m^3		
13	Extra for providing and using cement other than ordinary Portland cement. Sulphate resisting cement	1241.86	Ton		

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
14	Providing, fabricating and laying deformed Grade 60 steel reinforcement (deformed bar) for all kinds of R.C.C work in foundation, plinth and ground floor including the cost of straightening, removal of rust, cutting, bending, binding, wastage and providing such over-laps as are not shown on the drawings. The cost of binding wire and cement concrete spacer blocks or chairs for binding and holding the reinforcement in position is inclusive upto 15 ft. (5m) height	449.00	Ton		
15	Providing and fixing P.V.C. ribbed waterstop in vertical or horizontal expansion joints including cutting or jointing. P.V.C. ribbed water stops 9" (225 mm) wide	279.52	Rm		
16	Providing and filling Asphalt bitumen mixed with sand at 90 lbs./cu. ft (1441.5kg/cu.m) of sand in expansion joints of roof slab.	23.41	m^3		
17	Providing and fixing 4.89 kg/sq.m. aluminum sheet covering of approved shape and design to expansion joints of roof slabs with slotted holes with wooden gutties and screws.	20.21	m^2		
18	Providing and fixing 4.89 kg/sq.m. aluminum sheet covering of approved shape and design to expansion joints in walls and columns including providing clamps and fixing with screws and rawl plugs or wooden gutties including making slotted holes.	11.00	m^2		
19	Providing and fixing in position cast iron rain water down pipe including painting and clamps but excluding heads and shoes 4 inches (100 mm) diameter C.I. down pipe	7.20	m		
20	Providing and applying prime coat of liquid asphalt (cut back) of any approved grade using asphalt (cut back) including cleaning and brooming of road surface.	333.88	m^2		

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
21	Surface dressing in one coat with bitumen 80/100 or any other approved grade using 40 lbs. of bitumen and 5 cu.ft. of 1/2" size approved crushed aggregate per 100 Sq.ft. (1.95 kg. of bitumen and 0.015 cu.m. of 1/2" size crushed aggregate per sq.m.) of road surface compacted with rolling. (including royalty of Quarry).	333.88	m^2		
22	Surface dressing in three coats including supply of bitumen 80/100 or any approved grade and bajri of approved size and grade, of road surface with rolling. First Coat 35 lbs of bitumen blended with 4 Cu.ft. of 3/4" approved crushed aggregate per 100 sq.ft. (1.72 kg. of bitumen blended with 0.013 Cu.m. of 20mm size crushed aggregate per Sq.m.) Second coat 18 lbs of bitumen blended with 2 Cu.ft. of 3/8" crushed aggregate per 100 sq.ft. (0.89 kg. of bitumen blended with 0.006 Cu.m. of 10mm size crushed aggregate per Sq.m.) Third Coat 14 lbs of bitumen blended with 1.5 Cu.ft. of 1/4" crushed aggregate per 100 sq.ft. (0.69 kg. of bitumen blended with 0.005 Cu.m. of 6 mm size crushed aggregate per Sq.m.)	333.88	m^2		
23	Grouting jharies between blocks with Crush Aggregate.	264.67	m^3		
24	Providing and filling stone spawl. (No additional cost to provided for voids)				
	a) on slope	1797.13	m^3		
	b) on level	84.60	m^3		
25	Providing and laying stone pitching by hand packed with surface levelled off to the correct section and voids filled in 1:8 cement sand mortar in floor of bridges, along banks and or apron				
	a) Top layer on slope	4792.34	m^3		
	b) Top layer on level	225.60	m^3		

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
26	Providing and laying Crush Aggregate on top of bund, including handling of material within 300 ft. (90m).	119.87	m^3		
27	Providing and weaving G.I wire netting for wire crates including siding and partition to make crates. 10SWG (2.54mm) wire	20892.08	m^2		
28	Supplying and filling in wire crates including sewing the crates. The cost of crates shall be paid for separately. Semi - dressed with hand packed. Stone or boulders.	4476.88	m^3		
29	Carriage of 100 Cft. (2.83 cu.m) of all materials like Clay, stone aggregate, spawl, kankar lime (unslaked), surkhi, etc. or 150 Cft. (4.25 cu.m) of timber, by truck or by any other means owned by the contractor **upto 72 Km lead.** 25 % Extra to be paid for hilly area, 25% Extra for Hard Area, 20% more for Kucha Road, 15% more for desert road				
	Spawl	2258.07	m^3		
	Stone pitching by hand packed	6021.53	m^3		
	Stone Apron (Wire Crates)	4924.56	m^3		
	Total	13204.16	m^3		
	Culverts				
30	Light jungle clearance and removing upto 100 ft. (30m.)	620.00	m^2		
31	Uprooting stumps & removing within 1Km, from 1.5 ft t0 6 ft. (0.50m to 1.75m) grith	19.00	Each		
32	Excavation in foundation of building and bridges including layout, dressing refilling around structures with excavated earth watering and ramming lead upto 100 ft (30m) & lift upto 5 ft (1.5m).	299.53	m^3		

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
33	Providing and laying in position ready mixed concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of R.M.C. from transit mixer to site of laying , excluding the cost of centering, shuttering finishing and reinforcement including cost of admixtures in recommended proportions as per mix design to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. 15**00 PSI**	27.80	m^3		
34	4000 PSI	410.68	m^3		
35	Additional for Shuttering and Scaffolding for Foundations, Bed Plates and Sills	164.27	m^3		
36	Additional for Shuttering and Scaffolding for wall and piers etc, 18" to 24" in thickness	246.41	m^3		
37	Providing, fabricating and laying deformed Grade 60 steel reinforcement (deformed bar) for all kinds of R.C.C work in foundation, plinth and ground floor including the cost of straightening, removal of rust, cutting, bending, binding, wastage and providing such over-laps as are not shown on the drawings. The cost of binding wire and cement concrete spacer blocks or chairs for binding and holding the reinforcement in position is inclusive upto 15 ft. (5m) height	33.80	Ton		

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
38	Providing and fixing P.V.C. ribbed waterstop in vertical or horizontal expansion joints including cutting or jointing. P.V.C. ribbed water stop 9" (225 mm) wide	24.00	Rm		
39	Providing and laying 6" (150 mm) thick sand cushion (blanket course)	57.68	m^2		
40	Providing and weaving G.I wire netting for wire crates including siding and partition to make crates. 10SWG (2.54mm)wire	871.36	m^2		
41	Supplying and filling in wire crates including sewing the crates. The cost of crates shall be paid for separately. Semi - dressed with hand packed. Stone or boulders.	139.42	m^3		
42	Carriage of 100 Cft. (2.83 cu.m) of all materials like Clay, stone aggregate, spawl, kankar lime (unslaked), surkhi, etc. or 150 Cft. (4.25 cu.m) of timber, by truck or by any other means owned by the contractor **upto 72 Km lead.** 25 % Extra to be paid for hilly area, 25% Extra for Hard Area, 20% more for Kucha Road, 15% more for desert road				
	Spawl	0.00	m^3		
	Stone pitching by hand packed	0.00	m^3		
	Stone Apron (Wire Crates)	153.36	m^3		
	Total	153.36	m^3		
43	Light jungle clearance and removing within 1Km.	1100.00	m^2		
44	Uprooting stumps & removing within 1Km, from 1.5 ft t0 6 ft. (0.50m to 1.75m) grith	00	Each		
45	Excavation in foundation of building and bridges including layout, dressing refilling around structures with excavated earth watering and ramming lead upto 100 ft (30m) & lift upto 5 ft (1.5m).	490.22	m^3		

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
46	Providing and laying in position ready mixed concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of R.M.C. from transit mixer to site of laying , excluding the cost of centering, shuttering finishing and reinforcement including cost of admixtures in recommended proportions as per mix design to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. 15**00 PSI**	40.02	m^3		
47	4000 PSI	575.48	m^3		
48	Additional for Shuttering and Scaffolding for Foundations, Bed Plates and Sills	230.19	m^3		
49	Additional for Shuttering and Scaffolding for wall and piers etc, 18" to 24" in thickness	345.29	m^3		
50	Providing, fabricating and laying deformed Grade 60 steel reinforcement (deformed bar) for all kinds of R.C.C work in foundation, plinth and ground floor including the cost of straightening, removal of rust, cutting, bending, binding, wastage and providing such over-laps as are not shown on the drawings. The cost of binding wire and cement concrete spacer blocks or chairs for binding and holding the reinforcement in position is inclusive upto 15 ft. (5m) height	47.36	Ton		

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
51	Providing and fixing P.V.C. ribbed waterstop in vertical or horizontal expansion joints including cutting or jointing. P.V.C. ribbed water stop 9" (225 mm) wide	40.02	Rm		
52	Providing and laying 4" (100 mm) thick sand cushion (blanket course)	175.67	m^2		
53	Providing and weaving G.I wire netting for wire crates including siding and partition to make crates. 10SWG (2.54mm)wire	1542.62	m^2		
54	Supplying and filling in wire crates including sewing the crates. The cost of crates shall be paid for separately. Semi - dressed with hand packed. Stone or boulders.	246.82	m^3		
55	Carriage of 100 Cft. (2.83 cu.m) of all materials like Clay, stone aggregate, spawl, kankar lime (unslaked), surkhi, etc. or 150 Cft. (4.25 cu.m) of timber, by truck or by any other means owned by the contractor **upto 72 Km lead.** 25 % Extra to be paid for hilly area, 25% Extra for Hard Area, 20% more for Kucha Road, 15% more for desert road				
	Spawl	0.00	m^3		
	Stone pitching by hand packed	0.00	m^3		
	Stone Apron (Wire Crates)	271.50	m^3		
	Total	271.50	m^3		
	Total for "Dispersal Structure/Concrete Weir" Carried to Grand Summary (Bill No.1)				

Bill No -2: Gates & Gearings

Item No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
1	Designing manufacturing, delivery to site, installing, testing & commissioning of Radial Gates & Gearings, Complete Electrical System i). Local Panels for gates, II). Main Control Panel, iii).100 Kw Generator and iv). Electrical Cable from Main Control Panel to individual gate, including necessary civil works in accordance with the Drawings and Specifications complete in all respects including Manual cum Motorized Hoisting System,	**124.74**	**Sqm**		
	Total for "Gates & Gearings" Carried to Grand Summary (Bill No.2)				

Bill No -3: Embankment Protection Works

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
1	Light jungle clearance and removing within 1Km.	12000.00	m^2		
2	Uprooting stumps & removing within 1Km, from 1.5 ft t0 6 ft. (0.50m to 1.75m) grith	26.00	Each		
3	Earth for embankment lead upto 1000m and compaction by mechanical means at optimum moisture content, dressing to designed section including laying, levelling and watering.	140000.00	m^3		
4	Earthwork excavation in irrigation channels drains etc. to designed section grade and profiles in ordinary soil by machinery, excavated material disposed of and dressed within 50ft (15m) lead.	20000.00	m^3		
5	Providing and filling stone spawl. (No additional cost to provide for voids)				
	a) on slope	5634.80	m^3		
	b) on level	252.00	m^3		
6	Providing and laying stone pitching by hand packed with surface levelled off to the correct section and voids filled in 1:8 cement sand mortar in floor of bridges, along banks and or apron	0.00			
	a) Top layer on slope	10732.80	m^3		
	b) Top layer on level	480.00	m^3		
7	Providing and laying stone pitching and/or filling dry hand packed as filling behind retaining walls and/or in pitching or aprons.	12000.00	m^3		
8	Carriage of 100 Cft. (2.83 cu.m) of all materials like Clay, stone aggregate, spawl, kankar lime (unslaked), surkhi, etc. or 150 Cft. (4.25 cu.m) of timber, by truck or by any other means owned by the contractor **upto 72 Km lead.** 25 % Extra to be paid for hilly area, 25% Extra for Hard Area, 20% more for Kucha Road, 15% more for desert road	32519.40	m^3		
	Total for "Gates & Gearings" Carried to Grand Summary (Bill No.3)				

Bill No -3 (i) : Earthen Flood Bund

Sr No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
1	Light jungle clearance and removing within 1 Km.	12000.00	m^2		
2	Uprooting stumps & removing within1 Km, from 1.5 ft t0 6 ft. (0.50m to 1.75m) grith	18.00	Each		
3	Earth for embankment lead upto 1000m and compaction by mechanical means at optimum moisture content, dressing to designed section including laying, levelling and watering.	166287.40	m^3		
Total for "Gates & Gearings" Carried to Grand Summary (Bill No.3-(i)					

Bill No- 4: Shingle on top of embankment

Item No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
1	150mm thick shingle on the top of embankment	2400	m^3		
	Total for "Shingle on top of embankment" Carried to Grand Summary Bill No.4				

Bill No- 5: Miscellaneous Civil Works

Item No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
1	Operational staff hut	25	m^2		
2	Control Room	14	m^2		
3	Generator Room with store	22	m^2		
	Total for "Miscellaneous Civil Works" Carried to Grand Summary Bill No.5				

Bill No- 6: General Items

Item No.	Description	Quantity	Units	Rate in figures (Pak Rs)	Amount (Pak Rs)
1	Providing all bonds and Insurances in accordance with the Conditions of Contract	1	LS	20,00,000	2,000,000
2	Assistance to the Engineer in accordance with specifications	30	month	45,000	1,350,000
3	Providing Testing Laboratory with Equipment, Qualified Lab Technician and Maintenance in accordance with the specifications for entire construction period as approved by the Engineer In charge	Provisional Sum	PS	20,00,000	2,000,000
4	Provision of Survey Equipment (Total Station), GIS as per approval of the Engineer In Charge (Provisional Sum)	Provisional Sum	PS	10,00,000	1,000,000
5	Provision of Perennial and Flood Diversion Arrangements as per approved specifications for the Entire Construction Period.	As and when required	LS	25,00,000	2,500,000
6	Provision of two (1) 4WD vehicles / Toyota Vego/Revo or Equivalent in good running condition for use by Supervision Staff of the Project Manager as per approval of the Project Manager for 30 months – 01 number vehicles (payment will be made as per actual utilization)	30	month	250,000	7,500,000
7	Provision of Driver, POL, Service, repair and maintenance costs for the vehicles as per satisfaction/approval of the Project Manager for two number vehicles (payment will be made as per actual utilization)	30	month	150,000	4,500,000
	Total for "General Items (PS)" Carried to Grand Summary Bill No.6				**20,850,000**

Note: Payment for this bill items is subject to availing the facilities by the Employer, Project Manager Site Staff and actual expenditure made, with an allowance of 20 % overheads for contractor including all taxes. Prior approval of the Employer is mandatory for availing of the facilities under this Bill No. 6.

Bill No- 7: Implementation of ESMP

Item No.	Description	Rationale (short)	Cost (Pak Rs)
1	Preparation, approval and implementation of one site-specific Contractor ESMP (C-ESMP) before mobilization, comprising one Pollution Prevention and Waste Management Plan, one Traffic/Work-Zone Traffic Control Plan, one Community Health and Safety Plan, one E&S Training Plan, and one Labor Management/SEA-SH Action Plan; five scheduled six-monthly reviews/updates and 30 monthly ESHS compliance reports.	One approved C-ESMP before mobilization; five six-monthly review/update submissions; and 30 monthly site audit/ESHS reports with a corrective-action tracker and closure evidence.	800,000
2	Preparation, approval and implementation of one detailed Health and Safety Plan (HSP) and one Emergency Preparedness and Response Plan before mobilization, including task risk assessments/JSA, permit-to-work procedures, safe systems of work, first-aid arrangements, emergency signage, fire safety and rescue arrangements; minimum five emergency drills/mock exercises.	One approved HSP; one approved emergency response plan; five documented six-monthly drills/exercises; and drill reports, corrective-action register and close-out evidence.	300,000
3	Minimum site-based E&S staffing during construction: one Environmental Officer/Coordinator, one Occupational Health and Safety Officer, one Community Liaison Officer/Gender Mobilizer, and one qualified Site Paramedic/Certified First Aider available during all site operations.	CVs, availability statements and mobilization records approved before construction; monthly attendance/payroll records, inspection logs, community engagement/GRM records and monthly ESHS reports. Staffing shall not be reduced below the Project ESMP requirement without prior written approval.	3,000,000
4	Baseline and periodic ambient air, water and noise monitoring at a minimum of three locations for each parameter: air/noise at the active workfront or plant, site boundary/nearest sensitive receptor and camp/haul route; water at one upstream control point, one workfront/possible-discharge point and one downstream point. Conduct one baseline round before mobilization and 10 quarterly rounds over the 30-month contract, with locations adjusted for active work fronts and seasonal hydrology.	Minimum nine parameter-location measurements/samples per round: three air, three noise and three water. Use an accredited laboratory or calibrated equipment, retain chain-of-custody/calibration records, compare results with applicable standards and document corrective actions.	800,000
5	Initial PPE and HSE equipment provision for a minimum of 100 complete PPE sets, or the approved peak workforce plus a 10% reserve, whichever is higher. Each set shall include	Initial inventory, PPE issue register and monthly inspection/replenishment log. Maintain 100% PPE	500,000

Item No.	Description	Rationale (short)	Cost (Pak Rs)
	safety helmet, high-visibility vest, safety boots, gloves, eye protection and task-appropriate dust mask/respirator. Also provide at least 10 full-body harnesses with double lanyards, 12 serviceable fire extinguishers, four stocked first-aid kits, two spill-response kits and 30 durable safety/traffic signs. Inspect monthly and replace damaged, expired, lost or deficient equipment immediately; replace respirator filters/cartridges in accordance with the manufacturer's instructions and exposure assessment.	coverage for persons exposed to site hazards and keep the 10% reserve available at all times.	
6	Community and worker awareness sessions on environmental health and safety, communicable diseases and GBV/SEA/SH: at least 10 worker sessions and 10 community sessions (one of each per quarter over 30 months), including at least five separate women-friendly community sessions.	Attendance registers disaggregated by gender and participant category, agenda/materials, photographs where appropriate, questions raised, action points and follow-up record for each session.	250,000
7	Operationalize one project-level community grievance redress mechanism at the Site, including one publicly displayed GRM noticeboard, one grievance register, one accessible telephone/SIM contact and at least 30 monthly community liaison/outreach visits over the 30-month contract.	Monthly GRM register review, response/closure status, outreach records, hotline/SIM log and quarterly summary of grievances, actions and unresolved issues, with confidentiality safeguards for SEA/SH cases.	200,000
8	Capacity building for FCU/CSC/Contractor staff on ESF/ESMP, LMP, OHS and CHS: three formal training workshops (one at mobilization and two refresher workshops) plus 10 quarterly refresher/toolbox sessions beyond routine daily safety briefings.	Training plan, attendance registers, materials, pre/post knowledge checks where feasible, trainer details and completion report for each workshop/session.	250,000
9	Provisional contingency for additional ESMP measures, including supplementary monitoring, corrective-action design and response to unanticipated ESHS issues.	May be used only against a Project Manager-approved corrective-action plan, quantified scope, documentary evidence of completion and verification that the corrective action is effective.	500,000
10	Compensatory plantation of 400 indigenous tree saplings, including approved species and planting locations, pit	400 planted saplings, eight quarterly survival-monitoring records over two	1,000,000

Item No.	Description	Rationale (short)	Cost (Pak Rs)
	alignment/excavation/enrichment, transport, fencing/protection, planting, watering and two years of after-care. Replace dead saplings as necessary to maintain at least 80% survival at 24 months.	years, geo-referenced/photographic evidence where feasible, replacement record and 24-month survival verification by the Project Manager.	
	Total for "Implementation of ESMP (LS)" Carried to Grand Summary Bill No.7		**7,600,000**
Measurement and payment: The amounts under this Bill shall be certified only against the corresponding approved and verified deliverables stated above. Supporting evidence shall include approved plans/reports, personnel mobilization and attendance records, accredited laboratory reports, PPE inventory and issue registers, training/consultation attendance sheets, GRM records, photographs/geotagged evidence where appropriate, and closed corrective-action reports. No payment shall be certified for incomplete or non-compliant ESHS measures.			

Bill No- 8: Geo Technical Investigation

Item No	Item	Qty	Unit	Rate in Figure (Pak Rs)	Amount (Pak Rs)
1	General Mobilization for shifting the equipment to specified site, establishment of base camp	1	LS		
2	Drilling of Vertical holes in overburden / fill material including setting up of holes by rotary drilling method	50	m		
3	Performing Standard Penetration Test (SPT) in overburden in boreholes along with collection of Samples	10	No		
4	Collection of Undisturbed Samples from Borehole including labeling, packing, storage, and transportation to an approved laboratory	4	Nos		
5 (a)	Excavation of Test Pits in Overburden (3 m depth)	4	Nos		
5 (b)	Excavation of Test Pits in Overburden (5 m depth)	4	Nos		
6	Collection of Bulk Samples from Test pits including labeling, packing, storage, and transportation to Approved Lab in Quetta / Karachi as approved by the Engineer	8	No		
7	Insitu Field Density Test by Sand Replacement Method	8	Nos		
8	Lab Tests				
i	Sieve Analysis	4	Nos		
ii	Hydrometer Analysis	4	Nos		
iii	Liquid Limit and Plastic Limit	4	Nos		
iv	Bulk Density and Dry Density	4	Nos		
v	Moisture Content Test	4	Nos		
vi	Standard Proctor Compaction	4	Nos		
vii	Direct Shear Test (on Undisturbed Samples)	2	Nos		
viii	Direct Shear Test on Remoulded Samples	2	Nos		
ix	Sodium Sulphate Soundness Test (Sand)	4	Nos		
ix	Los Angeles Abrasion Test (on Riprap and Aggregate)	5	Nos		
xi	Alkali Silica Reactivity for Concrete Aggregates	5	Nos		

Item No	Item	Qty	Unit	Rate in Figure (Pak Rs)	Amount (Pak Rs)
xii	Sodium Sulphate Soundness Test (Rock Samples)	5	Nos		
xiii	Sulphate Content of Soil	5	Nos		
xiv	Organic Matter Content of Soil	5	Nos		
xiv	Chloride Content of Soil	5	Nos		
xvi	Complete Chemical Analysis of water i/c, TDS, Cl, SO4 and pH	3	Nos		
xvii	Any other test as required by the Engineer		LS		
	Total for "Geo Technical Investigation" Carried to Grand Summary Bill No.8				

DAYWORK SCHEDULE

General

1. Reference is made to Clause 51 of the General Conditions of Contract. Work shall not be executed on a day work basis except by written order of the Project Manager. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Project Manager. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall be carried forward to the bid price.

Labour

2. In calculating payments due to the contractor for the execution of day work, the actual time of classes of labour directly doing the day work ordered by the Project Manager and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.

3. The contractor shall be entitled to payment in respect of the total time that labour is employed on day work, calculated at the basic rates entered by him in the Schedule of day work Rates for 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; and

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 staging's, 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.

II. Material

4. The contractor shall be entitled to payment in respect of materials used for day work (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 him in the Schedule of Day work Rates for 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 Sub-Para(a) above; and

c) the cost of hauling materials used on work ordered to be carried out as Day work 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 Constructional Plant in this Schedule.

III. Constructional Plant

The contractor shall be entitled to payments in respect of constructional plant already on site and employed on Day work at the basic rental rates entered by him in the Schedule of Day work Rates for constructional plant. The said rates shall be deemed to include 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 Day work Labour.

In calculating the payment due to the Contractor for constructional plant employed on Day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the traveling time from the part of the site where the constructional plant was located when ordered by the Project Manager to be employed on Day work and the time for return journey thereto shall be included for payment.

The basic rental rates for constructional plant employed on Day work shall be stated in Pakistani Rupees.

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Bill No.9: DAYWORK SUMMARY

DAYWORK SCHEDULE		
S.N0	**Description**	**Amount (Pak Rs)**
1	Total of Day Work Labour	
2	Total of daywork Material	
3	Total of daywork Constructional Plant/Equipment	
Total for Daywork Schedule Carried to Grand Summary Bill No.9		

Bill No. 9.1 - LABOUR

Item No	Description	Nominal Quantity	Unit	Rate (Pak Rs)	Amount (Pak Rs)
1	Headman (Forman /Engineer)	20	hr		
2	Headman (Skilled labour)	37.5	hr		
3	Labourer	50	hr		
4	Driver (light)	20	hr		
5	Driver (Heavy)	15	hr		
6	Mason	30	hr		
7	Carpenter	22.5	hr		
8	Steel Fixer	22.5	hr		
9	Welder	15	hr		
10	Electrician	10	hr		
11	Machine Attendant	15	hr		
12	Watchman	20	hr		
13	Surveyor	20	hr		
14	Surveying Assistant	15	hr		
15	Equipment Operator (Skilled)	15	hr		
16	Equipment Operator (Semi-Skilled)	30	hr		
	SUB TOTAL				
Allow 12% percent of subtotal for Contractor's overhead, profit, etc, in accordance with Day work Schedule					
Total Bill 9.1 - Carried forward to Day work Summary Rs.					

Bill No. 9.2: MATERIALS

Item No	Description	Nominal Quantity	Unit	Rate (Pak Rs)	Amount (Pak Rs)
1	Cement, Ordinary Portland (or equivalent in bags)	0.5	t		
2	Coarse aggregate for concrete	15	m3		
3	Mild Steel reinforcement bars to BS 4449 or equivalent (various sizes)	0.5	t		
4	Fine aggregate for concrete	15	m3		
5	Plywood 6mm	3.5	No.		
6	900 mm diameter *2.7mm thick Corrugated Steel pipe	5	lm		
7	Pitching Stone	10	m3		
	SUB TOTAL				
Allow 12% percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule					
Total Bill No. 9.2 Carried forward to Day work Summary) Rs.					

Bill No.9.3 - CONSTRUCTION PLANT

Item No	Description	Nominal Quantity	Unit	Rate (Pak Rs)	Amount (Pak Rs)
	Low bed truck	10	hr		
	Dumper Truck 5m3	9	hr		
	Dumper Truck 8m3	7.5	hr		
	Site Dumper	7.5	hr		
	Crawler Dozer 120 kw	7.5	hr		
	Crawler Dozer 200 kw	7.5	hr		
	Motor Grader	7.5	hr		
	Water Tanker 5000 liters	15	hr		
	Wheeled Loader/Backhoe	7.5	hr		
	Concrete Mixer 10/17t	10	hr		
	Power Generator 40 KVA	10	hr		
	Welding Set (500 amp)	7.5	hr		
	Water Pump (100mm)	30	hr		
	Crane Mounted Truck (11/2 t)	6	hr		
	Manually Operated Compactor	15	hr		
	Concrete Vibrator (Poker)	20	hr		
	4-WD Pick-up	30	hr		
	Vibrating Roller	10	hr		
	Tractor	7.5	hr		
	Hydraulic Excavator (Tracked) 10-20 t	10	hr		
	Hydraulic Excavator (Tracked) 20-30 t	10	hr		
	SUB TOTAL				
Allow 12% percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule					
Total Bill 9.3 - Carried forward to Day work Summary Rs.					