



Karachi Water & Sewerage Services Improvement Project
Project Implementation Unit
Karachi Water & Sewerage Corporation
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Request for Bids

Single Stage: Two Envelope Bidding Procedure

K-IV AUGMENTATION WORKS

**COMMON CORRIDOR WITH KBRT-2.7KM FROM NIPA TO HASAN SQUARE
TRANSMISSION MAIN AND APPURTENANCES FOR 96" & 72" DIA PIPELINE**

**Volum-I
Prime Document**

**With Bank's Disqualification mechanism for
non-compliance with SEA/SH obligations**

December 2024

National Bidding Document

Procurement of Works

BIDDING DOCUMENT

for

Procurement

of

**Common Corridor with KBRT-2.7 km from Nipa to Hassan Square
Transmission Main and Appurtenance for 96” & 72” Dia. Pipeline**

Issued on: December 31, 2024

Loan No.: P171422

Project: Karachi Water & Sewerage Services Improvement Project (KWSSIP)

Contract title: Common Corridor with KBRT-2.7 km from Nipa to Hassan Square
Transmission Main and Appurtenance for 96” & 72” Dia. Pipeline

Invitation for Bids No.: PK-PIU KWSSIP-2-465025-CW-RFB

Employer: Project Implementation Unit (PIU) KWSSIP, Karachi Water & Sewerage
Corporation (KW&SC)

Country: Pakistan

KARACHI WATER & SEWERAGE SERVICES IMPROVEMENT PROJECT
Project Implementation Unit



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CORRIGENDUM

Extension in Deadline for Submission of Bids

**“Common Corridor with KBRT- 2.7 KM from NIPA to Hassan Square
Transmission Main and Appurtenance for 96” & 72” Dia Pipeline”.**

A Request for Bids (RFB) in respect of “Common Corridor with KBRT- 2.7 KM from NIPA to Hassan Square Transmission Main and Appurtenance for 96” & 72” Dia Pipeline”. was published vide CS/KWSSIP/KW&SC/2024/033 in leading newspapers dated 05.12.2024 with bid submission deadline as 23rd December, 2024 16:00 hours.

The Bid Documents are being modified and the mode of Bidding has been changed from Single Stage One Envelope to Single Stage Two Envelope bidding procedure.

The modified Bidding Documents shall be available at Project Implementation Unit (PIU) KWSSIP with effect from 31.12.2024 or may be downloaded from <http://www.kwssip.gos.pk/>.

A **Pre-Bid meeting** shall take place at the following date, time and place:

Date: 07th January, 2025

Time: 12:00 pm

Place: KWSSIP Office G-40/1, Block 6, PECHS, Karachi

In the case of a joint venture, all members shall be jointly and severally liable in accordance with the Bidding Documents.

The date of bid submission is extended to **Thursday 16th January, 2025 at 16:00 hours.**

All other terms and Conditions in the original Request for Bids shall remain unchanged.

Section 1. Instructions to Bidders (ITB)

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the opening, and evaluation of bids and on the award of contract. *[This Section shall not be a part of the Contract.]*

A. General	
1.Scope of Bid	<p>1.1 In connection with the 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 5, Works' Requirements. The name, identification, and number of lots (contracts) of this RFB are specified in the BDS.</p> <p>1.2 Throughout this bidding document:</p> <p>(a) 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;</p> <p>(b) if the context so requires, “singular” means “plural” and vice versa;</p> <p>(c) “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;</p> <p>(d) “ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) as well as Health and Safety; it is thus expressed either by “ES” or “ESHS a non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct for Contractor's Personnel (ES) Form in Section 4.];</p> <p>(e) “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;</p> <p>(f) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;</p> <p>(g) “Contractor's Personnel” is as defined in Sub-Clause 1.1.17 of the General Conditions of Contract; and</p> <p>(h) “Employer's personnel” is as defined in Sub-Clause 1.1.33 of the General Conditions of Contract.</p>
2.Source of Funds	<p>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 Bank, as specified in the BDS, (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</p>

	funds to eligible payments under the contract(s) for which this bidding document are issued.
	2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan 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 / Policy (as amended from time to time) and its prevailing sanctions policies and procedures as set forth in Part C under Section 7 which may be updated from time to time.
	3.2 Accordingly, in pursuance of above, 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, or a state-owned enterprise or institution subject to ITB 4.6, or any combination of them 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. All Bidders 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 the Engineer for the Contract management / administration; 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

	<p>in the BDS 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</p> <p>(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 procurement process and execution of the Contract.</p>
	<p>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.</p>
	<p>4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8 and ITB 54. 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 shall also apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.</p>
	<p>4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in Part C under Section 7, 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 of the Bank specified in the BDS. website address of the authority, listing the firms that have been debarred for Corrupt and Fraudulent practices, is provided in the BDS.</p>
	<p>4.6 Bidders that are state-owned enterprises or institutions in Pakistan 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.</p>
	<p>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.</p>
	<p>4.8 Firms and individuals may be ineligible if so indicated under ITB 54 and (a) as a matter of law or official regulations, Pakistan 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, Pakistan 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.</p>
	<p>4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>

	<p>4.10 AA 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;</p> <p>(a) relates to fraud or corruption; and</p> <p>(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.</p>
5. Eligible Materials, Equipment and Services	<p>5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country in accordance with ITB 54; subject to the restrictions specified in Section 7 under Special Provisions as New Clause 22 "Eligible Countries" of the conditions of contract, 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.</p>
B. Contents of Bidding Document	
6. Sections of Bidding Document	<p>6.1 The bidding document consist of Parts I, II, and III, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART I Bidding Procedures</p> <ul style="list-style-type: none"> • Section 1 - Instructions to Bidders (ITB) • Section 2 - Bid Data Sheet (BDS) • Section 3 - Evaluation and Qualification Criteria (EQC) • Section 4 - Bidding Forms (BDF) <p>PART II Works' Requirements</p> <ul style="list-style-type: none"> • Section 5 - Works' Requirements (WRQ) <p>PART III Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section 6 - General Conditions of Contract (GCC) • Section 7 - Particular Conditions of Contract (PCC) • Section 8 - Contract Forms (COF)
	<p>6.2 Request for Bids (RFB) issued by the Employer is not part of this bidding document.</p>
	<p>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.</p>
	<p>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.</p>
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	<p>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 inquiries 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 prior to the deadline for submission of Bids within a period specified in the BDS. The</p>

	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than three Business Days before the meeting.</p>
	<p>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.</p>
8. Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.</p>
	<p>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.</p>
	<p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.</p>
C. Preparation of Bids	
9. Cost of Bidding	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p>

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 English. 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 into English, 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 two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".
	<p>11.2 The Technical Part envelope shall contain the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid – Technical Part, prepared in accordance with ITB 12; (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; (c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid; (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; (e) Bidder's Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid; (f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (g) Conformity: a technical proposal in accordance with ITB 16; and (h) any other document required in the BDS.
	<p>11.3 The Financial Part envelope shall contain the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14; (b) Bill of Quantities or Activity Schedule completed in accordance with ITB 12 and ITB 14 as specified in the BDS; (c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and (d) any other document required in the BDS.
	11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.
	11.5 In addition to the requirements under ITB 11.2, 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.

	11.6 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. Letters of Bid and Schedules	12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part and Priced Activity Schedules or Bill of Quantities shall be prepared using the relevant forms furnished in Section 4, 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 3, 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. Such parts will be identified in the BDS and described in Section 5, Works’ Requirements. The method for their evaluation will be stipulated in Section 3, Evaluation and Qualification Criteria.
14. Bid Prices and Discounts	14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part and in the Priced Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
	14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4, Bidding Forms. In case of admeasurement contracts, 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 will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
	14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
	14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.
	14.5 Unless otherwise provided in the BDS , and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the 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, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Cost Indexation, only under Table B of Adjustment Data in Foreign Currency (applicable in WB and ADB funding only) in Section 4, Bidding Forms, and the Employer may require the Bidder to justify its proposed indices and

	<p>weightings. Whereas, under Table A of Adjustment Data in Local Currency the Employer shall fill in the acceptable ranges for indices and weightings for the price adjustment formulae in the Schedule of Cost Indexation; in accordance with PEC “Standard Procedure and Formula for Price Adjustment – 2022 and Clauses GCC 1.1.4 and GCC 13.7 of the applicable FIDIC conditions of contract 2017, reprint November 2022 (effective as of 1st January 2023).</p>
	<p>14.6 If so, specified in ITB 1.1, Bids are 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. However, discounts that are conditional on the award of more than one lot, or any cross discount, will not be considered for bid evaluation purpose.</p>
	<p>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.</p>
15.Currencies of Bid and Payment	<p>15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified in the BDS.</p>
	<p>15.2 Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p>
16.Documents Comprising the Technical Proposal	<p>16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the Work’s Requirements and the completion time.</p>
17.Documents Establishing the Eligibility and Qualifications of the Bidder	<p>17.1 To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, – Technical Part, included in Section 4, Bidding Forms.</p>
	<p>17.2 In accordance with Section 3, 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 4, Bidding Forms.</p>
	<p>17.3 If a margin of preference applies as specified in accordance with ITB 38.1, 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 38.1.</p>
18.Period of Validity of Bids	<p>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.</p>
	<p>18.2 In exceptional circumstances, prior to the date of expiry 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</p>

	<p>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.</p>
	<p>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:</p> <p>(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS;</p> <p>(b) in the case of adjustable price contracts, no adjustment shall be made; or</p> <p>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</p>
<p>19. Bid Security / Bid-Securing Declaration</p>	<p>19.1 The Bidder shall furnish as part of its Bid – Technical Part, 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.</p> <p>19.2 A Bid-Securing Declaration shall use the form included in Section 4, Bidding Forms.</p> <p>19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder’s option:</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by a bank; (b) an unconditional guarantee issued by a non-bank financial institution (such as an insurance company of AA rating); (c) an irrevocable letter of credit; (d) a cashier’s or certified check; or (e) another security specified in the BDS, <p>from a reputable source, and an eligible country. If the source of funds is ADB, as specified under ITB 2.1, the acceptable forms of Bid Security shall only be as per (a), (c) and (d) above.</p> <p>If the unconditional guarantee is issued by a financial institution located outside Pakistan, it shall be counter-guaranteed by a correspondent financial institution located in Pakistan, for being encashable in Pakistan. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section 4, 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.</p> <p>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.</p> <p>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 50.</p> <p>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</p>

	<p>Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 50.</p> <p>19.7 The Bid Security may be forfeited, or Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> (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 – Technical Part (and as endorsed in the Letter of Bid – Financial Part) or any extension thereto provided by the Bidder; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 49; or (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50. <p>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 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 mentioned in ITB 4.1 and ITB 11.5.</p> <p>19.9 If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and:</p> <ul style="list-style-type: none"> (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 – Technical Part (and as endorsed in the Letter of Bid – Financial Part) or any extended date provided by the Bidder; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 49; or (ii) furnish a Performance Security and if required in the BDS, the Environmental, and Social (ES) Performance Security in accordance with ITB 50; <p>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.</p>
<p>20.Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.</p> <p>20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.</p> <p>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 – Technical Part. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>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</p>

	<p>by a power of attorney signed by their legally authorized representatives that shall be attached to the Bid – Technical Part.</p>
	<p>20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
<p>D. Submission of Bids</p>	
<p>21. Sealing and Marking of Bids</p>	<p>21.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part). These two envelopes marked as “TECHNICAL PART” and “FINANCIAL PART” shall be enclosed in a sealed outer envelope marked “ORIGINAL BID”.</p>
	<p>21.2 In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES: TECHNICAL PART”, and “ALTERNATIVE BID – COPIES: FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID – COPIES”.</p>
	<p>21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, envelopes marked “ALTERNATIVE BID – ORIGINAL” and “ALTERNATIVE BID – COPIES”) shall be enclosed in a separate sealed outer envelope for submission to the Employer.</p>
	<p>21.4 All inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (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 indicated in ITB 1.1; and (d) bear a warning not to open before the time and date(s) for Bid opening (Technical Part and the Financial Part respectively).
	<p>21.5 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.</p>
<p>22. Deadline for Submission of Bids</p>	<p>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.</p>
	<p>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</p>

	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 withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, “MODIFICATION”; and (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
	24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
	24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid -Technical Part (and as endorsed in the Letter of Bid – Financial Part) or any extended date thereof.
E. Public Opening of Technical Parts of Bids	
25.Public Opening of Technical Parts of Bids	25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open 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, the written notice of withdrawal in the 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 (“TECHNICAL PART” only). 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.

	<p>25.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “FINANCIAL PART” (and any modification of the Financial Part) shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and any Alternative Bid – Technical Part; and any other details as the Employer may consider appropriate.</p> <p>25.6 Only Technical Parts of Bids and Technical Parts of Alternative Bids that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified in the BDS.</p> <p>25.7 At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).</p> <p>25.8 Following the opening of the Technical Parts of the Bid, the Employer shall prepare a record of the Technical Parts of 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 presence or absence of a duly sealed envelope marked “FINANCIAL PART”; (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and (d) if applicable, any Alternative Bid – Technical Part.</p> <p>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.</p>
<p>F. Evaluation of Bids – General Provisions</p>	
<p>26. Confidentiality</p>	<p>26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 34. Information relating to the evaluation of Financial Part and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45.</p> <p>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.</p> <p>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.</p>
<p>27. Clarification of Bids</p>	<p>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,</p>

	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 36.
	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.Nonmaterial Nonconformities	29.1 Provided that a Technical Part of the Bid is substantially responsive, the Employer may waive any nonconformities in the Bid. 29.2 Provided that a Technical Part of the 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. 29.3 Provided that a Technical Part of the Bid is substantially responsive pursuant to ITB 31, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price; and the Bid Price <i>shall be adjusted during evaluation of Financial Part of the Bids (under ITB 35.1)</i> , for comparison purposes only. The adjustment shall be made using the method indicated in Section 3, Evaluation and Qualification Criteria.
G. Evaluation of Technical Parts of Bids	
30.Evaluation of Technical Parts	30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS , if applicable, and Section 3, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
31.Determination of Responsiveness	31.1 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. 31.2 Preliminary examination of Technical Part of the Bids shall be carried out to identify bids that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding Document. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

	<p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>31.3 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 5, Works' Requirements have been met without any material deviation, reservation or omission.</p> <p>31.4 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.</p>
32. Qualification of the Bidder	<p>32.1 The Employer shall determine to its satisfaction whether the Bidders that have submitted substantially responsive Bid - Technical Parts meet the eligibility and qualification criteria specified in Section 3, Evaluation and Qualification Criteria.</p> <p>32.2 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 different from the Bidder.</p> <p>32.3 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.</p> <p>32.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.</p> <p>32.5 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have their envelopes marked "FINANCIAL PART" (and any modification of the Financial Part) opened at the second public opening.</p>
33. Subcontractors	<p>33.1 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.</p> <p>33.2 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.</p> <p>33.3 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.</p>
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids	
34. Notification of Evaluation of	<p>34.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Bank has issued its no objection (if applicable), the Employer shall notify in writing those</p>

Technical Parts and Public Opening of Financial Parts	<p>Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information</p> <p>(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;</p> <p>(b) their envelopes marked “FINANCIAL PART” (and any modification of the Financial Part) will be returned to them unopened after the completion of the selection process and the signing of the Contract; and</p> <p>(c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART” (and any modification of the Financial Part).</p>
	<p>34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:</p> <p>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;</p> <p>(b) their envelope marked “FINANCIAL PART” (and any modification of the Financial Part) will be opened at the public opening of the Financial Parts; and</p> <p>(c) notify them of the date, time and location of the second public opening of the envelopes marked “FINANCIAL PART” (and any modification of the Financial Part) as specified in the BDS.</p> <p>(d) Technical evaluation report shall be announced, as specified in the BDS.</p>
	<p>34.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 34.1 and 34.2. However, if the Employer receives a complaint on the results of the technical evaluation, the opening date shall be subject to ITB 52.1.</p>
	<p>34.4 At this public opening the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PART” (and any modification of the Financial Part) opened at the second public opening. Each of these envelopes marked “FINANCIAL PART” (and any modification of the Financial Part) shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any modification, discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.</p>
	<p>34.5 Only envelopes of Financial Part of Bids (including any modification thereunder), Financial Parts of Alternative Bids (including any modification thereunder) and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Bill of Quantities / Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified in the BDS.</p>
	<p>34.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “FINANCIAL PART” (including any modification thereunder).</p>

	<p>34.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:</p> <p>(a) the name of the Bidder whose Financial Part was opened;</p> <p>(b) the Bid price, per lot (contract) if applicable, including any modification and discounts; and</p> <p>(c) if applicable, any Alternative Bid – Financial Part.</p> <p>34.8 The Bidders whose envelopes marked “FINANCIAL PART” (including any modification thereunder) have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
<p>I. Evaluation of Financial Parts of Bids</p>	
<p>35.Evaluation of Financial Parts</p>	<p>35.1 To evaluate the Financial Part, the Employer shall consider the following:</p> <p>(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;</p> <p>(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;</p> <p>(c) price adjustment due to discounts offered in accordance with ITB 14.4, subject to ITB 14.6;</p> <p>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37;</p> <p>(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and</p> <p>(f) the additional evaluation factors are specified in Section 3, Evaluation and Qualification Criteria.</p> <p>35.2 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.</p> <p>35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section 3, Evaluation and Qualification Criteria.</p>
<p>36.Correction of Arithmetical Errors</p>	<p>36.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) only for admeasurement contracts, 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;</p> <p>(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</p>

	<p>(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.</p> <p>36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid.</p>
37. Conversion to Single Currency	37.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as specified in the BDS .
38. Margin of Preference	38.1 Unless otherwise specified in the BDS , a margin of preference for domestic Bidders shall not apply.
39. Comparison of Financial Parts	39.1 The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.
40. Abnormally Low Bids	<p>40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid price.</p> <p>40.2 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 correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid.</p>
41. Unbalanced or Front Loaded Bids	<p>41.1 If the Bid for an admeasurement contract, which results in 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.</p> <p>41.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:</p> <p>(a) accept the Bid; or</p> <p>(b) require that the amount of the performance security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract price; or</p> <p>(c) reject the Bid.</p>
42. Most Advantageous Bid	<p>42.1 Having compared the evaluated prices of Bids, 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:</p> <p>(a) substantially responsive to the bidding document; and</p> <p>(b) having the lowest evaluated price.</p>
43. Employer's Right to Accept Any	43.1 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

Bid, and to Reject Any or All Bids	any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.
44.Standstill Period	44.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be the number of days, as specified in the BDS , unless extended under the applicable regulation, as specified in the BDS . 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 WB.
45.Notification of Intention to Award	<p>45.1 The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful, under ITB 34) 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:</p> <ul style="list-style-type: none"> (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.
J. Award of Contract	
46.Award Criteria	46.1 Subject to ITB 43, 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 as specified in ITB 42.
47.Notification of Award	<p>47.1 Prior to the expiration of the Bid validity and upon expiry of the Standstill Period, specified in ITB 44.1 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”).</p> <p>47.2 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:</p> <ul style="list-style-type: none"> (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;

	<p>(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;</p> <p>(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and</p> <p>(f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 49.1.</p>
	<p>47.3 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 Pakistan, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.</p>
	<p>47.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
48. Debriefing by the Employer	<p>48.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 45.1, 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.</p>
	<p>48.2 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.</p>
	<p>48.3 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.</p>
	<p>48.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.</p>
49. Signing of Contract	<p>49.1 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 additional information on its beneficial ownership. The additional information on beneficial ownership, if so, specified in the BDS, shall be submitted within eight (8) Business Days of receiving this request.</p>
	<p>49.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.</p>
50. Performance Security	<p>50.1 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 General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ES Performance Security Form included in Section 8, Contract Forms, or another form acceptable to the Employer. The Performance Security shall be issued by a reputable bank selected by the successful Bidder. If the Performance Security</p>

	<p>is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan. In case if the Bidder is a Joint Venture (JV), the Performance Security shall be in the name of the JV. The Performance Security in the name of any JV partner or submitted by any JV partner on behalf of the entire JV, Consortium or Association shall not be acceptable. The Performance Security must remain valid until the issue of the Performance Certificate, or such other period as stated in the Particular Conditions of Contract. The Performance Security with insufficient validity shall not be acceptable.</p>
	<p>50.2 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 to sign the Contract Agreement 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.</p>
51.Adjudicator	<p>51.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator, at the hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Letter of Bid – Technical Part and submit its own proposal. 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 Particular Conditions of Contract (PCC) pursuant to Clause 21.2 of the General Conditions of Contract (GCC), to appoint the Adjudicator.</p>
52.Procurement Related Complaint	<p>52.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.</p>
53.Integrity Pact	<p>53.1 The Bidder shall sign and affix seal on the Integrity Pact included in Section 4, Bidding Forms, for all procurement contracts worth PKR ten million or more. Failure to provide the Integrity Pact, signed by the person authorized in accordance with ITB 20.3, in the Technical Part of the Bid may cause rejection of Bid; unless otherwise rectified under ITB 29.2.</p>
54.Eligible Countries	<p>54.1 The Eligible Countries for Bidders and the Eligible Countries for ‘Materials, Equipment and Services’ are as specified in the BDS.</p>

Section 2. Bid Data Sheet (BDS)

This Section includes data provisions that are specific to any procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those under ITB. Instructions for completing the Bid Data Sheet (BDS) are provided in the notes in italics which shall be deleted finally on completing the BDS by the Employer. To facilitate completing the BDS, its Clauses are numbered with the same numbers as the corresponding ITB Clauses.

A. General	
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: PK-PIU KWSSIP 2-465025-CW-RFB</p> <p>The Employer is: Project Implementation Unit (PIU) KWSSIP, Karachi Water & Sewerage Corporation (KW&SC)</p> <p>The name of the RFB is: K-IV Augmentation Works</p> <p style="text-align: center;">Common Corridor With KBRT-2.7km From Nipa to Hasan Square Transmission Main and Appurtenances For 96" & 72" Dia Pipeline</p> <p>The number and identification of lots (contracts) comprising this RFB is: <i>N/A</i></p>
ITB 1.2(a)	Electronic – Procurement System: N/A
ITB 2.1	<p>The Borrower is: The Islamic Republic of Pakistan</p> <p>Name of the Bank <u>IBRD/IDA (World Bank), Asian Infrastructure Investment Bank (AIIB)</u> <u>and</u> <u>And Government of Sindh</u></p> <p>Loan or Financing Agreement amount: US\$ 600 Million</p> <p>The name of the Project is: Karachi Water & Sewerage Services Improvement Project (KWSSIP)</p>
ITB 4.1	Maximum number of members in the JV shall be: <i>03 (Three)</i>
ITB 4.5	<p>The list of debarred firms and individuals is available on the following website: Under WB funding http://www.worldbank.org/debarr;</p>
B. Contents of Bidding Document	
ITB 7.1	<p>For Clarification of Bid purposes only, the Employer's address is: Attention: Muhammad Usman Moazzam Project Director, KWSSIP Address: Project Implementation Unit (PIU) KWSSIP 40-G, Street 40, Block 6 PECHS, Karachi, Pakistan City: Karachi</p>

	ZIP Code: 75400 Country: Pakistan Telephone: +92-21-34374081, +92-21-99330279 Electronic mail address: <u>musman@kwSSIP.gos.pk</u> Web page: <u>www.kwSSIP.gos.pk</u> Requests for clarification should be received by the Employer no later than: 07th January, 2025.
ITB 7.4	A Pre-Bid meeting <i>shall</i> take place at the following date, time and place: Date: 07 January, 2025 Time: 12:00 p.m. Place: A site visit conducted by the Employer <i>shall not be</i> organized.
C. Preparation of Bids	
ITB 10.1	Bidders are required to submit supporting documents and forms that are part of the bid in the English language. If the supporting documents and forms are in other language, then the bidder shall submit accurate certified translation of the relevant supporting documents and forms in the English language duly attested by the notary public of the Bidder's country or similar legal instrument of authorization as applicable under the laws of the bidder's home country, (specifying the authority for such attestation as per law of the country). Certification by the Foreign Office of the Bidder's country will also be acceptable. In case of discrepancies between the original version and the translation, the original version shall prevail. Lack of certified / notarized translation may lead to rejection of the bid.
ITB 11.2 (h)	The Bidder shall submit the following additional documents in its Bid [Technical Part]: Integrity Pact properly signed, as required under ITB 53 (form is provided in Section 4); JV agreement as per ITB 11.5 in case of JV; Management Strategies and Implementation Plans (MSIP) to manage the Environment, Social, Health and Safety risks: <ul style="list-style-type: none"> • The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks. • The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: • Traffic Management Plan to ensure safety of local communities from construction traffic; • Occupational and community health & Safety Plan for ensuring the safety workers & communities. • Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts & Waste Management Plan; • Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit, if so required; • Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.

	<ul style="list-style-type: none"> The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), prepared based upon the guidelines provided in the ESMP, in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here. <p>The Bidder shall also submit the additional documents as per specified requirements of the Bidding Document. Code of Conduct for Contractor's Personnel:</p> <p>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.</p>
ITB 11.3 (b)	<p>The following schedules shall be submitted with the Bid [Financial Part]:</p> <p>Bill of Quantities</p> <p>Activity Schedule</p>
ITB 11.3 (d)	The Bidder shall submit the following additional documents in its Bid [Financial Part] Not Applicable
ITB 12.1	The units and rates in figures entered into the Bill of Quantities and Daywork Schedule shall be typewritten or if written by hand, must be in print form. Bill of Quantities and Daywork Schedule not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITB 14.5	The prices quoted by the Bidder <i>shall be</i> subject to adjustment during the performance of the Contract [as specified in Part A "Contract Data" under PCC 13.7]
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: PKR
ITB 18.1	The Bid shall be valid until: May 15, 2025 .
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): <u>N/A</u>
ITB 19.1	<p>A Bid Security <i>shall be</i> required.</p> <p>A Bid-Securing Declaration <i>shall not be</i> required.</p> <p>If a Bid Security shall be required, the amount and currency of the Bid Security shall be: PKR 60,000,000.</p> <p><u>"The Bid Security shall be in the form of a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of Project Director, Karachi Water & Sewerage Services Improvement</u></p>

	<u>Project (KWSSIP) valid for a period of 28 days beyond the original date of expiry of the Bid Validity, or beyond any extended date if requested under ITB 18.2.”</u>
ITB 19.3 (d)	Other forms of acceptable securities: Cash Deposit Receipt (CDR).
ITB 19.3	Subject to the succeeding sentences, any Bid not accompanied by substantially responsive Bid Security (under its Technical Part) shall be rejected by the Employer as nonresponsive.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: An Authority Letter in original issued by the Bidder duly signed and stamped.
D. Submission of Bids	
ITB 21.2	In addition to the original of the Bid, the number of copies is: <i>Two (02)</i> Additionally, the Bidder shall submit a soft copy of complete Bid in USB containing i) a scanned copy of the complete original bid in PDF Format in technical part, and ii) filled Price Schedules in MS Excel Format in financial part. These should be enclosed in the sealed envelopes containing the Original technical and financial part of the Bid. In case of discrepancy between the original bid and soft copy, the original bid shall prevail. The submission of soft copy shall not constitute an electronic bid submission, and failure to submit the soft copy with the original bid shall not lead to rejection.
ITB 22.1	For Bid submission purposes only, the Purchaser’s address is: Attention: Muhammad Usman Moazzam Project Director - KWSSIP Address: Project Implementation Unit (PIU) KWSSIP 40-G, Street 40, Block 6, PECHS, Karachi. Pakistan City: Karachi ZIP Code: 75400 Country: Pakistan The deadline for Bid submission is: Date: 16.01.2025 Time: 1600 hours
ITB 22.1	Bidders shall not have the option of submitting their Bids electronically.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	For Bid submission purposes only, the Purchaser’s address is: Attention: Muhammad Usman Moazzam Project Director - KWSSIP Address: Project Implementation Unit (PIU) KWSSIP 40-G, Street 40, Block 6, PECHS, Karachi. Pakistan City: Karachi ZIP Code: 75400 Country: Pakistan The deadline for Bid submission is: Date: 16.01.2025 Time: 1600 hours

ITB 25.1	The electronic Bid opening procedures shall be: N/A
ITB 25.6	The Letter of Bid – Technical Part and the sealed envelope marked “FINANCIAL PART” (and any modification of the Financial Part) shall be initialed by all representatives of the Employer conducting Bid opening.
G. Evaluation of Technical Parts of Bids	
ITB 33.1	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 33.3	Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 10% of the total contract amount.
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids	
ITB 34.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the location, date and time of the public opening of Financial Parts. The Employer shall publish a notice of the public opening of the Financial Parts on its website.
ITB 34.2 (d)	N/A
ITB 34.5	The Letter of Bid – Financial Part and Schedules (and any modification of the FINANCIAL PART) shall be initialed by <i>all</i> representatives of the Employer conducting Bid opening.
I. Evaluation of Financial Parts of Bids	
ITB 37.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all amounts in the Bid prices expressed in various currencies into a single currency is: PKR
ITB 38.1	A margin of domestic preference <i>shall not</i> apply.
ITB 44.1	The Standstill period, unless otherwise extended, shall be: Ten Business Days (in accordance with para 5.79 of its Procurement Regulations for IPF Borrowers, 2023); The Standstill period may be extended, under WB funding, in accordance with Paragraph 5.82 of its Procurement Regulations for IPF Borrowers, 2023.
J. Award of Contract	
ITB 49.1	The successful Bidder shall submit: “ Beneficial Ownership Disclosure Form ”
ITB 50.1 and 50.2	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.

ITB 51.1	The Adjudicator (DAAB) proposed by the Employer is: Mr. Syed Wasiuddin, Director Works & Services NED, UET . The hourly fee for this proposed Adjudicator (DAAB) shall be: PKR 2000 . The biographical data of the proposed Adjudicator (DAAB) is attached at the end of this Section 2.
ITB 52.1	<p>The procedures for making a Procurement-related Complaint are detailed:</p> <p>Under WB funding, under Annex III of <u>Procurement Regulations for IPF Borrowers</u>;</p> <p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following the relevant procedures, <u>In Writing</u> (by the quickest means available, such as by email or fax), to:</p> <p>A two-tier complaint mechanism is in place as mentioned below.</p> <p>Tier One – at the level of CEO / Managing Director, KW&SC.</p> <p>In case the Bidder is not satisfied with the redressal at tier one, he may approach tier two.</p> <p>Tier Two – at the level of Secretary Local Government Deptt., GOS.</p> <p>Contact details for the Procurement-related Complaint as follows:</p> <p><u>Tier One:</u> Attention: CEO / Managing Director Title/position: CEO / Managing Director, KW&SC Agency: Karachi Water & Sewerage Corporation Email address: md@kwsb.gos.pk Postal Address: MD Secretariat, Ground Floor, Block D, KW&SC, Shahrah-e-Faisal, 9th Mile, Karsaz, Karachi 75350</p> <p><u>Tier Two:</u> Attention: The Secretary Local Govt., GOS Postal Address: First Floor, Tughlaq House, Sindh Secretariat, Shahrah-e-Kamal Ataturk, Karachi.</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents, subject to ITB 7; 2. the Employer’s decision to exclude a Bidder from the procurement process, under ITB 34.1; and 3. the Employer’s decision to exclude a Bidder from the procurement process, under ITB 45.1.
ITB 54.1	<p>For Bidders:</p> <p>Under WB funding, any country is eligible;</p> <p>For Materials, Equipment and Services:</p> <p>Subject to Special Provisions as made under Sub-Clauses 5.1 [Subcontractors], 6.1 [Engagement of Staff and Labour] and 7.1 [Manner of Execution], in the conditions of contract under Section 7:</p> <p>All Goods and Related Services to be supplied under the Contract, shall have their country of origin in eligible source countries which are same as for Bidders, and all expenditures under the Contract will be limited to such Goods and Related Services.</p>

	<p>For purposes of this clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.</p> <p>The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p> <p>The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.</p>
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Curriculum Vitae of Adjudicator

SYED WASIUDDIN

Having accumulated more than 33 years of managerial experience within leading organizations, I am in pursuit of a stimulating role where I can actively foster the growth and prosperity of the organization. My proficiencies encompass project management, strategic planning, financial oversight, and the seamless orchestration of daily operations. I am enthusiastic about leveraging my competencies across both technical and managerial realms.

Experience(s);

Directorate of Services, NED University of Engineering & Technology, Karachi

Director Works & Services (BPS-20) (July 2006 - Present)

- Extensive experience in management and finance.
- Managed various construction projects from planning and designing to execution.
- Successfully executed University funded projects and donor's funded projects.
- Oversaw allied works related to construction management and maintenance.

Estate Officer & Controller of Services

Estate Officer & Controller of Services (BPS-19) (November 1997 - June 2006)

- Acted as a Construction Manager overseeing various construction and maintenance projects.
- Managed the renovation and rehabilitation of several buildings.
- Coordinated with service providers and ensured smooth operations across the estate.

Deputy Director (P&D)

Deputy Director (P&D) (BPS-18) (September 1997 - November 1997)

- Prepared project proposals and coordinated with university departments for project requirements.
- Liaised with external agencies like HEC for project funding and approvals.
- Maintained records and provided necessary information to relevant departments.

Messrs Pakistan Steel, Karachi

Construction Manager (November 1990 - September 1997)

- Managed project execution and maintenance work at Pakistan Steel.
- Successfully completed projects including Blast Furnace, Oxygen Plant, and Administration Building.
- Supervised construction and repair work at various locations within the steel plant.

Trainee Engineer, Pakistan Steel, Karachi**Trainee Engineer (September 1989 - October 1990)**

- Worked closely with Russian Engineers on project designs and planning.

Messrs Shaheen Corporation, Karachi

Site Engineer (November 1987 - September 1989)

- Managed construction projects including canal construction and lining work at Hub Canal Project under WAPDA.

Education:

- M. Engg. in Environmental, NED University of Engineering & Technology, 2001
- Bachelor of Engineering (Civil), NED University of Engineering & Technology, 1987

Other Qualifications/Certificates:

- Certificate in Quality Management System (ISO 9001:2000)
- Certificate in Internal Quality Auditing for ISO 9001:2000
- Certificate in Coastal Harbor Engineering
- Certificate in LRQA Internal Quality Auditor Training Course
- Certificate in Inventory Management & MRP
- Certificate in Workshop on Contract Documents

Committees: Extensive list of committees served on, indicating broad engagement and expertise across various domains in PEC, FIA, KW&SB, NAB, NHA, Sindh Police and many more.

Personal Information:

- Father's Name: Syed Muhammad Sabih Uddin
- Date of Birth: 15th August 1964
- Marital Status: Married
- CNIC No.: 42000-6881430-5
- Contact No.: 03002628574
- Address: House No: C-15, Block-03 Gulshan-E-Iqbal Karachi

References: Available upon request.

Section 3. Evaluation and Qualification Criteria (EQC)

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders under Technical Part of Bid, and the criteria applicable to Financial Part of the Bid, to determine the Most Advantageous Bid. No other factors, methods or criteria shall be used other than those specified in this Bidding Document. The Bidder shall provide all the information requested in the forms included in Section 4, Bidding Forms.

First Part: Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 5, Works' Requirements.

1.2 Alternative Technical Solutions for specified parts of Works

Alternative technical solutions, if permitted under ITB 13.4 and offered by the Bidders, shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. The acceptability of technical alternatives for parts of the Works will be determined as follows:

Not Applicable

1.3 Subcontractors

If permitted under ITB 33, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder. However, other Subcontractors proposed by the Bidder shall be eligible and fully qualified for their parts of the Works.

Specialized Subcontractors: **Not Applicable**

2 Eligibility and Qualification Criteria

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Eligibility and Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's eligibility and qualifications.

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	
Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4, subject to ITB 54	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 (Technical Part)
1.3	Bank Eligibility	Not having been declared ineligible, as described in ITB 4.5, as the case may be.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid (Technical Part)
1.4	State-owned enterprise or institution of Pakistan	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 Pakistan law	Not having been excluded as a result of prohibition in the Pakistan 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.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
1.6	Registration with Pakistan Engineering Council (PEC)	Registration in relevant category and specialization <i>as per PEC Work's Byelaws, 1987; Law of Pakistan. (Only for local bidders)</i>	Must meet requirement	Must meet requirement	must meet requirement as per its working JV share	N/A	Forms ELI - 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1st January 2015.	Must meet requirement ^{1 and 2}	Must meet requirements	Must meet requirement ²	N/A	Form CON - 1
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid (Technical Part)
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 3.1 (c) 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 - 1

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

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1st January 2015 .	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON - 1
2.5	Declaration: ES past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of ES (including Sexual Exploitation and Abuse) contractual obligations in the past five years. ⁴	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON - 3 (ES Performance Declaration)
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid (Technical Part), Form CON - 4
		If the Bidder had been subject to disqualification by the Bank for	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid (Technical Part),

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.

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	
		non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	(including each subcontractor proposed by the Bidder)		(including each subcontractor proposed by the Bidder)		Form CON - 4
Financial Situation and Performance							
3.1 (a)	Financial Capabilities (Availability of Financial Resources)	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 2,000 million (Two thousand million) for the subject	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN - 3.1(a), with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		contract(s) net of the Bidder's other commitments.					
3.1 (b)	Financial Capabilities (Current Contract Commitments / Financial Resources Requirement)	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	Form FIN - 3.1(b), with attachments
3.1 (c)	Financial Capabilities (Historical Financial Performance)	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 shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN - 3.1(c), with attachments
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of PKR 4500 million (Four thousand five hundred million)	Must meet requirement	Must meet requirement	Must meet 25% %, of the requirement	Must meet 50%, of the requirement	Form FIN - 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		calculated as total certified payments received for contracts in progress and/or completed within the last three (03) years , divided by three (03) years .					
Experience							
4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last Ten (10) years, starting 1st January 2015 .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP - 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of One (01) similar contract of PKR 4,000 million (Four thousand million) that have been satisfactorily and substantially ⁵ completed as a prime	Must meet requirements	Must meet requirement ⁷	N/A	N/A	Form EXP - 4.2(a)

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

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	
		contractor, joint venture member ⁶ , management contractor or sub-contractor ⁶ between 1st January 2015 and bid submission deadline: Similarity will be determined based on the requirement of minimum 48” Dia MS pipeline of at least 03 Kms in length.					
4.2 (b)	Construction Experience in Key Activities	For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP - 4.2(b)

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.

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	
		<p>member, or sub-contractor between 1st January 2015 and bid submission deadline, a minimum construction experience in the following key activities successfully completed⁸:</p> <p>The bidder shall meet the following minimum key requirements for specific experience.</p> <p>a. Experience of key requirement for the providing & laying of minimum 48" Dia or above MS piping system of at least 03 km in length.</p> <p>b. Experience of Earth work / excavation of minimum 50,000 cubic meter.</p>					
4.2 (c)	Specific Experience in Managing Environmental, Social, Health, and Safety	For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2015 and	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP - 4.2(c)

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. However, Key activities criterion for *Specialized Subcontractor* should only test its's experience in performing highly specialized construction activities (e.g. tunneling, dredging and bridge construction) rather than achievement of specified production rates of common activities.

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	
	(ESHS) or ES Aspects	bid submission deadline, experience in managing ESHS or ES risks and impacts in the following aspects: a. Occupational Health and Safety Risks: Managed through provision of Personal Protective Equipment (PPE) to workers and organizing Tool Box Talks / safety training for workers. b. Community Health and Safety Risks: Managed through securely barricading / fencing of construction site. c. Air Pollution: Managed through implementation of dust suppression techniques (e.g., water sprinkling).					

3. 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.

4. Equipment

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

Sr. No.	Equipment Type and Characteristics	Minimum Number required
1	Mobile Crane	2
2	Dumpers	3
3	Excavator	3
4	Wheel Loader	2
5	Light Weight Compactor	2
6	Water Sprinkler and Water Tanker	2
7	Generators for Site (up to 50 KVA)	2
8	Light Transport	2
9	Dewatering Pump with Canvas Pipes	4
10	Concrete Mixer	2
11	Welding Plants	4

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section 4, Bidding Forms.

5. Multiple Contracts

Not Applicable

Second Part: Financial Part

The Employer shall use the criteria and methodologies listed in this Section to evaluate bids. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid that meets the qualification criteria and has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) having the lowest evaluated price.

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply (to determine the Most Advantageous Bid):

.....

1.1 Margin of Preference

Margin of preference **shall not** apply.

1.2 Multiple Contracts

Not Applicable

1.3 Alternative Completion Time

Not Applicable

1.4 Alternative Technical Solutions for specified parts of the Works

Not Applicable

1.5 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 35.1(e), the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 29.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities.

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.

1.6 Other criteria

Not Applicable

Section 4. Bidding Forms (BDF)

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

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Form CON - 1 (Historical Contract Non-Performance, Pending Litigation and Litigation
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Form FIN - 3.1(a) (Availability of Financial Resources).....

Form FIN - 3.1(b) (Financial Resources Requirement)

Form FIN - 3.1(c) (Historical Financial Performance)

Form FIN - 3.2 (Average Annual Construction Turnover)

Form EXP - 4.1 (General Construction Experience).....

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

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

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

Form EXP - 4.2(c) (Specific Experience in Managing ESHS).....

Form of Integrity Pact

Appendix E to Technical Part: Bid Security

Form of Bid Security (Bank Guarantee).....

Form of Bid-Securing Declaration

Letter of Bid - Financial Part.....

Appendix A to Financial Part: Schedules.....

 Bill of Quantities

 Activity Schedule

 Schedule of Payment Currencies

 Schedule of Cost Indexation

 Schedule of Materials.....

Letter of Bid - Technical Part

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

Place this Letter of Bid – Technical Part in the envelope marked “TECHNICAL PART”.

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

In submitting our Bid, we make the following declarations:

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

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

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*

- iv. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- v. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.];
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]* _____
_____;
- (f) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *[and an Environmental and Social (ES) Performance Security, Delete if not applicable]* in accordance with the bidding document;
- (h) **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;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension by the Bank or a debarment imposed by the Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Bank and other development banks. Further, we are not ineligible under the Pakistan laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Employer 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;
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption and that we have attached 'Integrity Pact' with our Bid (Technical Part) in accordance with ITB 53.1;
- (n) **Adjudicator (DAAB):** We accept the appointment of *[insert name proposed in Bid Data Sheet ITB 51]* as the Adjudicator (DAAB) for Avoidance of Disputes pursuant to Clause 21.3 of the General Conditions of Contract (GCC).
- [or]* We do not accept the appointment of *[insert name proposed in Bid Data Sheet ITB 51]* as the Adjudicator (DAAB) and propose instead that *[insert name]* be appointed as Adjudicator (DAAB) for Avoidance of Disputes pursuant to Clause 21.3 of the General Conditions of Contract (GCC), whose daily fees and biographical data are attached.

- (o) **We agree to permit** *[insert name of funding source as specified in Bid Data Sheet ITB 2.1]* or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by *[insert name of funding source as specified in Bid Data Sheet ITB 2.1]*.

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]*

CNIC / Passport Number of the person named above (For National Bidders): *[insert CNIC / Passport Number of the 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; original to be attached with this Bid (Technical Part).

Appendix A to Technical Part: Technical Proposal

Site Organization

[insert Site Organization information]

The Bidder shall provide precise information about Organization proposed to be deployed at Site of the Works but not of its whole organization (the brochures of which shall not be attached) as it makes the proposal irrelevant which may not serve the purpose to be qualified.

Method Statement

[insert Method Statement]

The Bidder shall describe complete methodology of executing the Works which shall be in conformity with Technical Specifications, Drawings and other requirements of the Employer as provided under Section 5 (Work's Requirements).

Mobilization Schedule

[insert Mobilization Schedule]

The Bidder shall provide an appropriate Mobilization Schedule keeping in view availability of proposed Personnel (including Personnel for implementation of ESHS plans) and Equipment and to complete the execution of the Works within the given Time for Completion under the Contract. Mobilization Schedule may be in the form of simple Bar Charts.

Construction Schedule

[insert Construction Schedule]

The Bidder shall provide an appropriate Construction Schedule including information on sourcing of materials keeping in view deployment of proposed Personnel and Equipment at the Site and to complete the execution of the Works within the given Time for Completion under the Contract. Construction Schedule may be in the form of simple Bar Charts, CPM etc.

Environmental, Social, Health and Safety (ESHS) Management Strategies and Implementation Plans (MSIP)

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

In developing these strategies and plans, the Bidder shall have regard to the Environmental, Social, Health and Safety provisions of the contract including those as may be more fully described in the Works Requirements in Section 5.

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.

Appendix B to Technical Part: 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 3, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured </div>	

Omit the following information for equipment owned by the Bidder.

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

Appendix C to Technical Part: Key Personnel

Form PER - 1: Key Personnel Schedule

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

	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach Bar chart / high level Gantt chart)]</i>
4.	Title of position: Contracts/Planning Engineer	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach Bar chart / high level Gantt chart)]</i>
5.	Title of position: Material Engineer	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach Bar chart / high level Gantt chart)]</i>
6.	Title of position: HSE Engineer	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach Bar chart / high level Gantt chart)]</i>
7.	Title of position: E&SS Expert	
	Name of candidate:	

	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach Bar chart / high level Gantt chart)]</i>
8.	Title of position: Environmental Specialist	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach Bar chart / high level Gantt chart)]</i>
9.	Title of position: Social Specialist	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach Bar chart / high level Gantt chart)]</i>
10.	Title of position: OHS Specialist	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>

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

Note: The Table may be extended as required.

Form PER - 2: Resume and Declaration Key Personnel

Name of Bidder

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

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

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

Declaration

I, the undersigned 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:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix D to Technical Part: Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1.1 Bidder Information Form

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

Bidder's name:
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information: Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of: <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> Authorization to represent the Bidder or JV named above, in accordance with ITB 20.3. <input type="checkbox"/> In case of state-owned enterprise or institution, documents establishing its eligibility in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 49.1, the successful Bidder shall provide additional information on Beneficial Ownership Disclosure Form and 3.</i>

Form ELI - 1.2
Bidder's JV Information Form
(to be completed for each member of Bidder's JV)

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

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information: Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> Authorization to represent the JV member named above, in accordance with ITB 20.3. <input type="checkbox"/> In case of state-owned enterprise or institution, documents establishing its eligibility in accordance with ITB 4.6. <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 49.1, the JV member of successful Bidder shall provide additional information on Beneficial Ownership Disclosure Form</i></p>

Form CON – 1

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder’s Name: _____

Date: _____

JV Member’s Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section 3, Evaluation and Qualification Criteria Sub-Factor 2.1			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i>			
Year	Non-performed portion of contract amount* (currency, exchange rate and PKR equivalent*)	Contract Identification	Total Contract Amount* (currency, exchange rate and PKR equivalent*)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[list all applicable contracts]</i>			
Pending Litigation, in accordance with Section 3, Evaluation and Qualification Criteria Sub-Factor 2.3			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation.			
Year of dispute	Amount* in dispute (currency, exchange rate and PKR equivalent*)	Contract Identification	Total Contract Amount* (currency, exchange rate and PKR equivalent*)

		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
<i>[list all applicable contracts]</i>			
Litigation History in accordance with Section 3, Evaluation and Qualification Criteria Sub-Factor 2.4			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount* (currency, exchange rate and PKR equivalent*)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[list all applicable contracts]</i>			

* Value of any foreign currency (contracts) in PKR equivalent is to be calculated, based on the selling exchange rate of State Bank of Pakistan, on the date of the contract.

Form CON - 3

ES Performance Declaration

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

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

Environmental and Social, Performance Declaration			
in accordance with Section 3, Evaluation and Qualification Criteria			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount* (currency, exchange rate and PKR equivalent*)
<i>[insert year]</i>	<i>[insert amount* (currency, exchange rate and PKR equivalent*) and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount* in PKR equivalent*]</i>
<i>[insert year]</i>	<i>[insert amount* (currency, exchange rate and PKR equivalent*) and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount* in PKR equivalent*]</i>

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

* Value of any foreign currency (contracts) in PKR equivalent is to be calculated, based on the selling exchange rate of State Bank of Pakistan, on the date of the contract.

Form CON - 4

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

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

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

<p>SEA and/or SH Declaration</p> <p>in accordance with Section 3, Evaluation and Qualification Criteria</p> <p>Sub-Factor 2.6</p>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p>

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

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

Form FIN - 3.1(a)**Financial Capabilities (Availability of Financial Resources)**

Specify proposed sources of financing, such as liquid assets¹, unencumbered real assets², lines of credit³, and other financial means⁴, net of current commitments, available to meet the total construction cash flow requirements of the subject contract or contracts as specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 3.1(a).

Financial Resources		
No.	Source of financing	Amount* (PKR equivalent*)
1	e.g. Working Capital	
2		
3		

* Apply selling exchange rate of State Bank of Pakistan on 28 days prior to the bid submission deadline.

1. Liquid assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE MONTH; evidence of the liquid assets must be attached.

2. Unencumbered real assets mean the immovable property that is free from any and all claims, litigation and pledging etc. and that can be liquidated and converted into cash within SIX MONTHS; evidence of the unencumbered real assets must be attached.

3. In case of line of credit from a bank, an unambiguous letter from the bank stating the amount of overdraft offered by the bank exclusively against the subject Contract must be attached. The Employer reserves the right to cross verify the letter for its credibility.

4. Evidence of other financial resources stated in the above table must be attached. However, the above tabular statement shall not include any amounts which were indicated against "Current Assets" or "Total Revenue" (for the current year), as per attachments, under Form FIN - 3.1(c) below.

Form FIN - 3.1(b) Financial Capabilities

(Current Contract Commitments / Financial Resources Requirement)

Bidder or each member to a JV (if Bidder is a JV) must provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each JV member's) current commitments on all other 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; and (ii) financial resources requirement for the Contract as determined by the Employer. Bidder or each member of a JV (if Bidder is a JV) must also disclose any other financial obligations that could materially affect the implementation of the Contract if the Contract were to be awarded to the Bidder.

The Bidder demonstrates hereunder that it has adequate sources of finance [Form FIN - 3.1(a)] to meet the cash flow requirements on works currently in progress and for future contract commitments, as specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 3.1(b).

Current Contract Commitments / Financial Resources Requirement						
No.	Name of contract	Employer's contact (Address, Tel, Fax)	Date for completion of contract	Remaining period of contract in months (A) ¹	Outstanding value of contract in PKR (B) ²	Monthly Financial Resources Requirement for contract in PKR (B / A)
1						
2						
3						
4						
C. Cumulative Monthly Financial Resources Requirements for current contracts commitments ³						PKR
D. Financial Resources Requirement for the (subject) Contract [as per Sub-Factor 3.1(a) under Section 3, Evaluation and Qualification Criteria]						PKR
Total Financial Resources Requirement (Sum of C and D)						PKR

1. Remaining period of contracts is to be calculated from 28 days prior to bid submission deadline.
2. Outstanding value of any contract is to be calculated from 28 days prior to bid submission deadline; regarding foreign currency contract(s) the value is to be calculated on 28 days prior to the bid submission deadline in **PKR** equivalent as based on the selling exchange rate of State Bank of Pakistan, on that date).

3. Bidder must calculate this amount as sum of Monthly Financial Resources Requirements for all the current works contracts, as worked out under the last column (i.e. B / A).

Form FIN - 3.1(c)
Financial Capabilities (Historical Financial Performance)

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

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

* Apply selling exchange rate of State Bank of Pakistan, for each respective year, prevailing on the last day of the respective year (in which the amount for that year is to be converted).

2. Financial documents

The Bidder, and each member in case of JV, shall provide copies of financial statements for _____ years pursuant to Section 3, Evaluation and Qualifications Criteria, Sub-factor 3.1(c). 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 statements⁹ for the _____ years required above; and complying with the requirements.

⁹ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2
Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

* See Section 3, Evaluation and Qualification Criteria, Sub-Factor 3.2.

** Apply selling exchange rate(s) of State Bank of Pakistan, prevailing on the last day of the respective year (in which the amount for that year is to be converted).

Form EXP - 4.1 General Construction Experience

[As specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 4.1]

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

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

		Name of Employer: _____ Address: _____	
<i>[list all applicable contracts]</i>			

* Value of any foreign currency (contracts) in PKR equivalent is to be calculated, based on the selling exchange rate of State Bank of Pakistan, on the date of the contract.

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

[As specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 4.2(a)]

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

* Value of any foreign currency (contracts) in PKR equivalent is to be calculated, based on the selling exchange rate of State Bank of Pakistan, on the date of the contract.

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

[As specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 4.2(a)]

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

* Value of any foreign currency (contracts) in PKR equivalent is to be calculated, based on the selling exchange rate of State Bank of Pakistan, on the date of the contract.

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

[As specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 4.2(b)]

Bidder's Name: _____
 Date: _____
 Bidder's JV Member Name: _____
 Sub-contractor's Name¹⁰ (as per ITB 33.2 and 33.3): _____
 RFB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 33.2 and 33.3 and Section 3, Qualification Criteria and Requirements, Sub-Factor 4.2(b).

1. Key Activity No. One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount*	PKR equivalent*			
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				

¹⁰ If applicable

	Information		
Year 2			
Year 3			
Year 4			
Employer's Name:			
Address:			
Telephone/fax number			
E-mail:			

2. Key Activity No. Two: _____

3.

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section 3:	

* Value of any foreign currency (contracts) in PKR equivalent is to be calculated, based on the selling exchange rate of State Bank of Pakistan, on the date of the contract.

Form EXP - 4.2(c)
Specific Experience in Managing ESHS

[As specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 4.2(c)]

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

1. Key Requirement no 1 in accordance with Section 3, Evaluation and Qualification Criteria, Sub-Factor 4.2 (c): _____

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

2. Key Requirement no 2 in accordance with Section 3, Evaluation and Qualification Criteria, Sub-Factor 4.2 (c): _____

3. Key Requirement no 3 in accordance with Section 3, Evaluation and Qualification Criteria, Sub-Factor 4.2 (c): _____

* Value of any foreign currency (contracts) in PKR equivalent is to be calculated, based on the selling exchange rate of State Bank of Pakistan, on the date of the contract.

Form of Integrity Pact

[As specified in Sections 1 and 2, under ITB 53 and BDS 11.2(h)]

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH PKR 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:

Name of Contractor:

Signature:

Signature:

[Seal]

[Seal]

Appendix E to Technical Part: Bid Security

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Employer to insert its name and address]*

RFB No.: *[Employer to insert reference number for the Request for Bids]*

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

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 _____ under Request for Bids No. _____ ("the RFB").

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

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

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

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

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

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

[signature(s) and seal of bank]

[Note: If the Bid Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that submits the Bid]

Letter of Bid - Financial Part

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

Place this Letter of Bid - Financial Part in the envelope marked "FINANCIAL PART".

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

- (a) **Total Price:** The total price of our Bid, excluding any discounts offered in item (b) 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];

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]*; and (b) Total price of all lots (sum of all lots) is: *[insert the total price of all lots in words and figures]*.

(b) **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]*;

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

CNIC / Passport Number of the person named above (*For National Bidders*): [*insert CNIC / Passport Number of the person whose name and capacity are shown above*]

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

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

** Person signing the Bid shall have the power of attorney given by the Bidder; copy to be attached with this Bid (Financial Part).

Appendix A to Financial Part: Schedules

Bill of Quantities

Preamble to Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may determine in accordance with the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any **other** cause, as on the date twenty-eight (28) days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in its priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities. The units and rates in figures entered into the Bill of Quantities should be typewritten or if written by hand, must be in print form. Bill of Quantities not presented accordingly may be considered nonresponsive.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer and the Employer in accordance with Conditions of Contract.

Schedules

Bill of Quantities

KIV AUGMENTATION WORKS

COMMON CORRIDOR WITH KBRT-2.7Km FROM NIPA TO HASAN SQUARE TRANSMISSION MAIN AND APPURTENANCES FOR 96" DIA PIPELINE

Bill No.1					
Civil & E&M Works (96" dia. Pipeline)					
S.No.	Description	Unit	Quantity	Unit Rate Rs.	Amount in Rs.
1	EXCAVATION				
	Earthwork excavation in foundation, trenches etc. in any strata upto required depth from natural ground level including dewatering, shoring, dressing, levelling & compacting. Excavated material / previous construction materials if disposed along the alignment of proposed pipelines and structures shall be disposed off away from site of work at suitable place by dumpers. (No extra payment will be made in this regard). Excess excavation done for working if any for ease of work, will be backfilled by Contractor with same excavated earth or any imported earth, no payment will be made in regards. Complete in respects as per drawings, specifications and Engineer's instruction.				
i-	For Pipelines And Reinforced Cement Concrete Chambers				
	Soft soil 90%	Cu.m	27,928.00		
	Hard soil 10%	Cu.m	3,103.00		
2	SAND BEDDING				
	Providing and filling sand bedding under pipes including dressing, watering, levelling, consolidation etc. Complete in all respects as per drawings, specifications and Engineer's instruction.	Cu.m	581.00		
3	LEAN CONCRETE				
	Providing, mixing, placing, finishing, depositing, curing and compacting using Sulphate Resistant Cement lean concrete 1:4:8 under foundation etc., as shown in the drawing with clean local sand and crushed stone, graded as specified including formwork where required etc. The 7-day or 28-day compressive strengths of the concrete cylinders shall not be less than 7.0 N/ mm ² or 10.0 N/mm ² respectively. Complete in all respects as per drawings, specifications and Engineer's instruction.				

i-	For chambers	Cu.m	16.00		
4	REINFORCEMENT CEMENT CONCRETE				
	Providing and laying reinforced cement concrete 1:2:4 using Sulphate Resistant Cement in structural members as cast insitu. This rate also includes all kinds of forms, moulds, lifting, placing, compacting, curing and finishing the exposed surface (including screening and washing of aggregate). Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For Chambers	Cu.m	321.00		
5	REINFORCEMENT STEEL BAR				
	Providing and fixing hot rolled deformed bars Grade 60 steel reinforcement for reinforced cement concrete including cutting, bending, laying in position, making joints, chairs and fastening including cost of binding wire. Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For Chambers	Ton	32.00		
6	BITUMEN COATING				
	Providing and applying two coats of bitumen on concrete surfaces (buried in soil) including polythene sheet. Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For chambers	Sq.m	534.00		
7	MONKEY LADDER				
	Providing and fixing 3/4" dia. hot dip Galvanized ladder reinforcing bars inside water tanks. Each of 12" width, 6" projected outside the wall and 6" embedded in Reinforced Cement Concrete on both ends. Step - irons shall be spaced at 12" c/c vertically. Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For chambers	R.m	36.00		
8	CHAMBERS COVER				
	Providing and fixing Precast chambers covers slab of Class 'A' concrete with appropriate lifting keys . All cover slabs shall be reinforced as shown in drawing including where chambers project above ground level, covers when in position shall be flush with the adjacent cover slab top surface. For chambers under roads and verges, frames shall be solidly bedded in cement mortar so that the covers when in position are fair and even with the adjacent surfaces. Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For chambers (Covers Size)				
	1200mm x 1200mm	No.	4.00		
	1700mm x 3200mm	No.	2.00		
9	VALVES				
i-	AIR RELEASE VALVE (With Isolation Valve)				

	Providing, installation, testing, and commissioning of a float consisting double body, double orifice air release valves with isolation valves made ductile iron EN-GJS-450 material, designed to AWWA C512 (14), with nominal pressures and a maximum permissible pressure of 25 bar. Includes packing, key, and labor. Complete in all respects as per drawings, specifications, and Engineer's instructions.				
	250mm dia.	No.	2.00		
ii-	PLUNGER VALVE				
	Providing, installing, jointing and fixing, testing & commissioning of Plunger Valve, allowing for Operating Pressures of 25 bar with options for higher velocities and various actuator/valve combinations. Complete in all respects as per drawings, specifications and Engineer's instruction.				
	1200mm dia.	No.	1.00		
	1800mm dia.	No.	1.00		
iii-	NON-RETURN VALVE				
	Providing, fixing, testing & commissioning of Ductile Iron EN-GJS-450 material, Tilting Type Check Valves, designed to EN558-1(14), having Tilt Type disc, pressure rating to 25 Bar, Complete in all respects as per drawings, specifications and Engineer's instruction.				
	1200mm dia.	No.	2.00		
	1800mm dia.	No.	1.00		
iv-	FLOW METER				
	Providing, installing, jointing and fixing, testing & commissioning of Mechanical Flow meter assembly including all costs with any fittings required . Complete in all respects as per drawings, specifications and Engineer's instruction.	No.	2.00		
10	M.S.PIPE				
	Providing and fixing M.S Pipes including laying, jointing, testing, disinfection & commissioning of black steel M.S Pipe made out of M.S sheet conforming to API 5L grade X-42 (Spirally welded) with ERW & Externally 3LPE coating & internally liquid epoxy as per American water works association (AWWA) Specification, heat shrinkage or alternative, cathodic protection wherever required and jointing with helical welding in trenches i/c cost of all fittings, bend, tee, yee of any degree & reducer (if required) with all flanges and testing with water specified pressure for different dia of pipes as below, including warning tape that shall be 300mm wide, 100 micron thick, blue in color, manufactured in suitable plastic material from an approved supplier Complete in all respects as per drawings, specifications and Engineer's instruction				
i-	2438mm OD (20.6 mm Wall thickness)	R.m	1,075.00		

11	THRUST BLOCK				
	Providing and fixing of Thrust blocks under pipe lines at horizontal & vertical bends constructed with concrete Class C at dimensions shown in drawing. Complete in all respects as per drawings, specifications and Engineer's instruction.	Cu.m	1,134.00		
12	BACKFILLING				
i-	SELECTED MATERIAL BACKFILLING				
	Structural backfilling using Selected material including watering, compacting upto required level with suitable excavated material around structures in 150mm layers. Complete in respects as per drawings, specifications and Engineer's instruction. Compaction shall not be less than 95 percent of the maximum dry density.	Cu.m	8,428.00		
ii-	COMMON MATERIAL BACKFILLING				
	Structural backfilling using Common material including watering, compacting upto required level with suitable excavated material around structures in 8 inch layers. Complete in respects as per drawings, specifications and Engineer's instruction.	Cu.m	17,396.00		
13	REINSTATEMENT				
	Reinstatement Of Road Surface i/c excavation of unsuitable material, sub grade preparation, 150mm improved subgrade or as per original surface, 150mm granular sub base or as per original surface, 150mm aggregate base or as per original surface, cut back asphalt for bituminous prime and tack coat and 60mm asphaltic concrete or as per original surface for wearing course complete in all respect as per drawing and as directed by the Engineer/Incharge.	Km	1.075		
14	THRUST BORING				
	Thrust Boring/jacking for pipe line across the roads / existing pipe line horizontally, vertically and inclined operated by manually/automatically at required depth complete arrangement for protection and supporting of pipe sleeves (108" MS sleeve for 96" pipe), cement grouting (1:3) in the annular space including supply of pipe as stated in pipe specifications, damages and disposal of excavated/boring debris out side the construction limit area including sleeves etc. Proper arrangement for protection of existing utilities. Complete in all respects as per drawings, specifications and Engineer's instruction.	R.m	247		
15	CONNECTION FROM TRANSMISSION MAIN				
	Providing connections for future conveyance and connection with existing system including the cost of fabrication, fixing, jointing, all fittings, Tees etc. Complete in all respects as per drawings, specifications and Engineer's instruction.				

	1. connection with existing 48" near NIPA	No.	1.00		
	2. connection with existing 72" near Urdu University that goes to UK Apartments	No.	1.00		
16	MISCELLANEOUS				
	Providing pipe encasement under existing utilities at horizontal & vertical bends constructed with concrete Class C Complete in all respects as per Engineer's instruction. Protection of all public utility services encountered within the works during the contract period including telephone cables, water supply lines, sewers, drains, gas pipelines, power cables, etc.	Cu.m	2,684.01		
TOTAL A AMOUNT (Rs.)					
TOTAL A AMOUNT (MILLIONS)					

KIV AUGMENTATION WORKS
COMMON CORRIDOR WITH KBRT-2.7Km FROM NIPA TO HASAN SQUARE
TRANSMISSION MAIN AND APPURTENANCES FOR 72" DIA PIPELINE

Bill No.02					
Civil & E&M Works (Under Road), (72" dia. /1800mm dia. Pipeline)					
S.No.	Description	Unit	Quantity	Unit Rate Rs.	Amount in Rs.
1	EXCAVATION				
	Earthwork excavation in foundation, trenches etc. in any strata upto required depth from natural ground level including dewatering, shoring, dressing, levelling & compacting. Excavated material / previous construction materials if disposed along the alignment of proposed pipelines and structures shall be disposed off away from site of work at suitable place by dumpers. (No extra payment will be made in this regard). Excess excavation done for working if any, will be backfilled by Contractor with same excavated earth or any imported earth, no payment will be made in regards. Complete in respects as per drawings, specifications and Engineer's instruction.				
	i- For Pipelines And Chambers				
	Soft soil 90%	Cu.m	29,849.00		
	Hard soil 10%	Cu.m	3,317.00		
2	SAND BEDDING				
	Providing and filling sand bedding under pipes including dressing, watering, levelling, consolidation etc. Complete in all respects as per drawings, specifications and Engineer's instruction.	Cu.m	731.00		
3	LEAN CONCRETE				
	Providing, mixing, placing, finishing, depositing, curing and compacting using Sulphate Resistant Cement lean concrete 1:4:8 under foundation etc., as shown in the drawing with clean local sand and crushed stone, graded as specified including formwork where required etc. The 7-day or 28-day compressive strengths of the concrete cylinders shall not be less than 7.0 N/ mm ² or 10.0 N/mm ² respectively. Complete in all respects as per drawings, specifications and Engineer's instruction.				
	i- For chambers	Cu.m	27.00		
4	REINFORCEMENT CEMENT CONCRETE				

	Providing and laying reinforced cement concrete 1:2:4 using Sulphate Resistant Cement in structural members as cast insitu. This rate also includes all kinds of forms, moulds, lifting, placing, compacting, curing and finishing the exposed surface (including screening and washing of aggregate). Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For Chambers	Cu.m	441.00		
5	REINFORCEMENT STEEL BAR				
	Providing and fixing hot rolled deformed bars Grade 60 steel reinforcement for reinforced cement concrete including cutting, bending, laying in position, making joints, chairs and fastening including cost of binding wire. Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For Chambers	Ton	50.00		
6	BITUMEN COATING				
	Providing and applying two coats of bitumen on concrete surfaces (buried in soil) including polythene sheet. Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For chambers	Sq.m	879.00		
7	MONKEY LADDER				
	Providing and fixing 3/4" dia. hot dip Galvanized ladder reinforcing bars inside water tanks. Each of 12" width, 6" projected outside the wall and 6" embeded in Reinforced Cement Concrete on both ends. Step - irons shall be spaced at 12" c/c vertically. Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For chambers	R.m	127.00		
8	CHAMBERS COVER				
	Providing and fixing Precast chambers covers slab of Class 'A' concrete with appropriate lifting keys . All cover slabs shall be reinforced as shown in drawing including where chambers project above ground level, covers when in position shall be flush with the adjacent cover slab top surface. For chambers under roads and verges, frames shall be solidly bedded in cement mortar so that the covers when in position are fair and even with the adjacent surfaces. Complete in all respects as per drawings, specifications and Engineer's instruction.				
i-	For chambers (Covers Size)				
	1200mm x 1200mm	No.	5.00		
	1700mm x 3200mm	No.	2.00		
9	VALVES				
i-	BUTTERFLY VALVE				

	Providing, installation, testing, and commissioning of double flanged butterfly valves made of ductile iron EN-GJS-450 material, designed to BS 5155, with a polyurethane coating (thickness 80 µm, color: RAL 5002), standard epoxy coating, allowing for Operating Pressures of 25 bar with options for higher velocities and various actuator/valve combinations. Manual actuation is available via manual gearboxes key & Labour. Complete as per drawings, specifications, and Engineer's instructions.				
	1800mm dia. (Main line)	No.	1.00		
ii-	AIR RELEASE VALVE (With Isolation Valve)				
	Providing, installation, testing, and commissioning of a float consisting double body, double orifice air release valves with isolation valves made ductile iron EN-GJS-450 material, designed to AWWA C512 (14), with nominal pressures and a maximum permissible pressure of 25 bar. Includes packing, key, and labor. Complete in all respects as per drawings, specifications, and Engineer's instructions.				
	200mm dia.	No.	2.00		
10	M.S.PIPE				
	Providing and fixing M.S Pipes including laying, jointing, testing, disinfection & commissioning of black steel M.S Pipe made out of M.S sheet conforming to API 5L grade X-42 (Spirally welded) with ERW & Externally 3LPE coating & internally liquid epoxy as per American water works association (AWWA) Specification, heat shrinkage or alternative, cathodic protection wherever required and jointing with helical welding in trenches i/c cost of all fittings, bend, tee, yee of any degree & reducer (if required) with all flanges and testing with water specified pressure for different dia of pipes as below, including warning tape that shall be 300mm wide, 100 micron thick, blue in color, manufactured in suitable plastic material from an approved supplier Complete in all respects as per drawings, specifications and Engineer's instruction				
i-	1830mm OD (12.7 mm Wall thickness)	R.m	1,625.00		
11	PIPE ENCASEMENT (PROVISIONAL)				
	Providing, mixing, placing concrete Class 'C' 3000 psi to be used in the pipe work surrounded by concrete as shown in the drawing. Complete in all respects as per drawings, specifications and Engineer's instruction.	Cu.m	5,227.00		
12	THRUST BLOCK				

	Providing and fixing of Thrust blocks under pipe lines at horizontal & vertical bends constructed with concrete Class C at dimensions shown in drawing. Complete in all respects as per drawings, specifications and Engineer's instruction.	Cu.m	594.00		
13	BACKFILLING				
i-	SELECTED MATERIAL BACKFILLING				
	Structural backfilling using Selected material including watering, compacting upto required level with suitable excavated material around structures in 8 inch layers. Complete in respects as per drawings, specifications and Engineer's instruction. Compaction shall not be less than 95 percent of the maximum dry density.	Cu.m	8,450.00		
ii-	COMMON MATERIAL BACKFILLING				
	Structural backfilling using Common material including watering, compacting upto required level with suitable excavated material around structures in 8 inch layers. Complete in respects as per drawings, specifications and Engineer's instruction.	Cu.m	14,888.00		
14	REINSTATEMENT				
	Reinstatement Of Road Surface i/c excavation of unsuitable material, sub grade preparation, 150mm improved subgrade or as per original surface, 150mm granular sub base or as per original surface, 150mm aggregate base or as per original surface, cut back asphalt for bituminous prime and tack coat and 60mm asphaltic concrete or as per original surface for wearing course complete in all respect as per drawing and as directed by the Engineer/Incharge.	Km	1.625		
15	THRUST BORING				
	Thrust Boring/jacking for pipe line across the roads / existing pipe line horizontally, vertically and inclined operated by manually/automatically at required depth complete arrangement for protection and supporting of pipe sleeves (84" MS sleeve for 72" pipe), cement grouting (1:3) in the annular space including supply of pipe as stated in pipe specifications, damages and disposal of excavated/boring debris out side the construction limit area including sleeves etc. Proper arrangement for protection of existing utilities. Complete in all respects as per drawings, specifications and Engineer's instruction.	R.m	200.00		
16	MISCELLENEOUS				

	Providing pipe encasement under existing utilities at horizontal & vertical bends constructed with concrete Class C Complete in all respects as per Engineer's instruction. Protection of all public utility services encountered within the works during the contract period including telephone cables, water supply lines, sewers, drains, gas pipelines, power cables, etc.	Cu.m	2,684.01		
TOTAL A AMOUNT (Rs.)					
TOTAL A AMOUNT (MILLIONS)					

KIV AUGMENTATION WORKS
COMMON CORRIDOR WITH KBRT-2.7Km FROM NIPA TO HASAN SQUARE

Bill No. 3 ESMP IMPLEMENTATION COST						
Sr. No.	Parameter	Mechanism	Frequency	Unit Rate (PKR)	Quantity	Cost (PKRs)
A PRE- CONSTRUCTION PHASE (at Start of Project)						
A-1 Environmental Monitoring Cost						
1	Water Resources/ Water Quality	Discrete grab sampling and laboratory testing of water samples by SEPA approved Laboratory for monitoring as per stringent environmental quality standards.	Once		1	
2	Noise Levels	dBA Leq. as per stringent environmental quality standards	Once		1	
3	Ambient Air Monitoring	Monitoring of CO, CO ₂ , SO _x , NO _x , HC and PM _{2.5} PM ₁₀ by SEPA approved Laboratory as per stringent environmental quality standards	Once		1	
Sub-Total (A-1)						
A-2 Tree Plantation Cost						
1	Tree Plantation Cost	890 numbers of trees will be planted against the damage of 89 plants/trees.		Lump sum		
Sub-Total (A-2)						
Sub-Total A ((A-1) + (A-2))						
B CONSTRUCTION PHASE						
B-1 Environmental Monitoring Cost						
1	Water Resources/ Water Quality	Discrete grab sampling and laboratory testing of water samples by SEPA approved Laboratory for monitoring as per stringent environmental quality standards	Quarterly		01 Location on quarterly basis (1x2)	

2	Noise Levels	dBA Leq. as per stringent environmental quality standards	Quarterly		01 Location on quarterly basis (1x2)	
3	Ambient Air	Monitoring of CO, CO ₂ , SO _x , NO _x , HC and PM _{2.5} PM ₁₀ by SEPA approved Laboratory as per stringent environmental quality standards	Quarterly		01 Location on quarterly basis (1x2)	
	Monitoring					
Sub-Total (B-1)						
B-2	Environmental and Social Management Cost					
1	Environment, Social, Medical and OHS specialist of contractor	E&S Personnel will monitor / conduct all environment, social and OHS related activities e.g. TBTs, PPEs, housekeeping, safety signage, emergency preparedness, etc.	Monthly			
2	HSE Management	HSE related activities e.g. TBTs, PPEs, housekeeping, safety signage, emergency preparedness, etc.		Lump sum		
3	Solid and liquid Waste Management	Collection, segregation, transportation, disposal and management of domestic, commercial, construction wastes (solid and liquid)		Lump Sum		
4	Social Development Cost	Stakeholders engagement in line with SEP		Lump sum		
5	Training Cost	Literature preparation, printed material such as posters & pamphlets trainer(s), and venue, etc.	Monthly			
6	Third Party Environmental Consultant	Auditor's checklists & proformas	Once			
7	Communicable Diseases	Tests should be performed by approved laboratory	Once			
Sub-Total (B-2)						

Sub-Total B ((B-1) + (B-2))						
C	Post Construction and Defect Liability PHASE (One Year Cost)					
C-1	Environmental Monitoring Cost					
1	Noise Levels	dBA Leq. as per stringent environmental quality standards	Biannually		01x02	
2	Ambient Air	Monitoring of CO, CO ₂ , SO _x , NO _x , HC and PM _{2.5} PM ₁₀ by SEPA approved Laboratory as per stringent environmental quality standards	Biannually		01x02	
	Monitoring					
Sub-Total (C-1)						
C-2	Environmental and Social Management Cost					
1	Environment, Social, Medical and OHS specialist of contractor	E&S Personnel will monitor / conduct all environment, social and OHS related activities.	Monthly			
Sub-Total (C-2)						
Sub-Total C ((C-1) + (C-2))						
Grand Total (A+B+C)						
Contingency Charges						
Grand Total with Contingencies						

DAY WORKS

Sr. No.	Description	Unit	Nominal Quantity	Rate	Amount
				PKR	PKR
(a)	(b)	(c)	(d)	(e)	$f=(d) \times (e)$
Schedule of Daywork Rates: 1. Labour					
D101	Ganger (Foreman)	Hr	05		
D102	Labour	Hr	10		
D103	Plumber	Hr	03		
D104	Mason	Hr	05		
D105	Carpenter	Hr	03		
D106	Steel Work Erector	Hr	03		
D107	Surveyor	Hr	03		
D108	Driver for vehicle up to 10 tons	Hr	05		
D109	Operator for Excavator, Dragline, shovel or crane	Hr	10		
D110	Operator for tractor, (tracked) with dozer blade or ripper	Hr	10		
D111	Welder	Hr	10		
Total Day Work - Labor					

Schedule of Daywork Rates: 2. Materials					
Sr. No.	Description	Unit	Nominal Quantity	Rate	Amount
				PKR	PKR
<i>(a)</i>	<i>(b)</i>	<i>(c)</i>	<i>(d)</i>	<i>(e)</i>	<i>f = (d) x (e)</i>
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	01		
D202	Sulphate resisting cement	M.Ton	01		
D203	Deform Steel reinforcing bar to BS 4449 or equivalent	M.Ton	01		
D204	Fine aggregate for concrete	Cu.m	25		
D205	Coarse aggregate	Cu.m	15		
D206	Gabion with stone fill.	Cu.m	10		
D207	M.S. Plate upto 10mm thick grade x 42, API	M.Ton	01		
D208	Granular Sub base	Cu.m	05		
Total Day Work – Material					

Schedule of Daywork Rates: 3. Contractor's Equipment					
Sr. No.	Description	Unit	Nominal Quantity	Rate	Amount
				PKR	PKR
<i>(a)</i>	<i>(b)</i>	<i>(c)</i>	<i>(d)</i>	<i>(e)</i>	<i>f=(d) x (e)</i>
D301	Excavator and Back Hoes (with or without hammer)				
	1. JCB-III or equivalent.	Hr	10		
	2. CAT 225 or equivalent	Hr	10		
D302	Tractor (tracked) including bull or angle dozer:		10		
	1. Up-to and including 150HP	Hr	10		
	2. Over 150 to 200 HP	Hr	10		
	3. Over 200 to 250 HP	Hr	10		
D303	Tractor with ripper:		10		
	1. Up-to and including 200HP	Hr	10		
	2. Over 200 to 250 HP	Hr	10		
D304	Wheel loader upto 3m ³	Hr	10		
D305	Dump Truck	Hr	10		
D306	Water Tanker	Hr	10		
D307	Hand Compactor	Hr	10		
D308	Batching Plant	Hr	10		
D309	Welding Plant	Hr	10		
D310	Generator upto 55 KVA	Hr	10		
D311	Dewatering Pumps	Hr	10		
D312	Jack Hammer	Hr	10		
D313	Compressor	Hr	10		
Total Day Work - Contractor's Equipment					

Bill No. 04	
Daywork Summary	
	<i>Amount</i> (PKR)
1. Total for Daywork: Labour	
2. Total for Daywork: Materials	
3. Total for Daywork: Contractor's Equipment	
Total for Daywork (Provisional Sum) (carried forward to Grand Summary)	_____

KIV AUGMENTATION WORKS**COMMON CORRIDOR WITH KBRT-2.7Km FROM NIPA TO HASAN SQUARE
TRANSMISSION MAIN AND APPURTENANCES FOR 96" & 72" DIA PIPELINE**

GRAND SUMMARY		
Bill No.	Description	Amount in Rs.
1	Bill No.1 -Civil & E&M Works for 96" MS Pipeline (1.075 Km)	-
2	Bill No.2 -Civil & E&M Works for 72" MS Pipeline (1.625 Km)	-
3	ESMP Implementation Cost	-
4	Risk Insurance (1% of total cost) 4.1. Provision of insurance for works and contract equipment 4.2. Provision of insurance for third parties 4.3. Provision of insurance to cover accident/injury to Contractor's personnel 4.4. Provision of insurance for liability for breach of professional duty	-
Sub Total -A		-
Contingencies (2% of Sub-Total A) - B		-
Grand Total (C=A+B)		-
Grand Total ("C" in Million)		-

Schedule of Cost Indexation

Table(s) of Adjustment Data

Table A - Local Currency

Index code*	Index description*	Source of Index	Base Value and Date	Bidder's Local Currency Amount (PKR)	Bidder's proposed weighting for Coefficients*
I	Non-Adjustable				0.1
II	High Speed Diesel	*			0.04 - 0.06
III	Labour	*			0.09 - 0.12
IV	Cement	*			0.01- 0.015
V	Steel	*			0.01 - 0.011
VI	HR Coil for MS Pipe	**			0.75 - 0.80
Total					1.00

The Bidder shall enter a value within the range such that the total weighting shall be equal to 1.00.

Table B - Foreign Currency

Not Applicable

Section 5. Work's Requirements (WRQ)

This Section contains the Technical Specifications, the Drawings and Supplementary Information that describe the Works to be procured as well the Environmental, Social, Health and Safety (ESHS) Requirements and Key Personnel Requirements. *[This Section shall be a part of the Contract].*

Table of Contents

Technical Specifications.....

Drawings.....

Supplementary Information.....

Environmental, Social, Health and Safety (ESHS) Requirements

Key Personnel Requirements.....

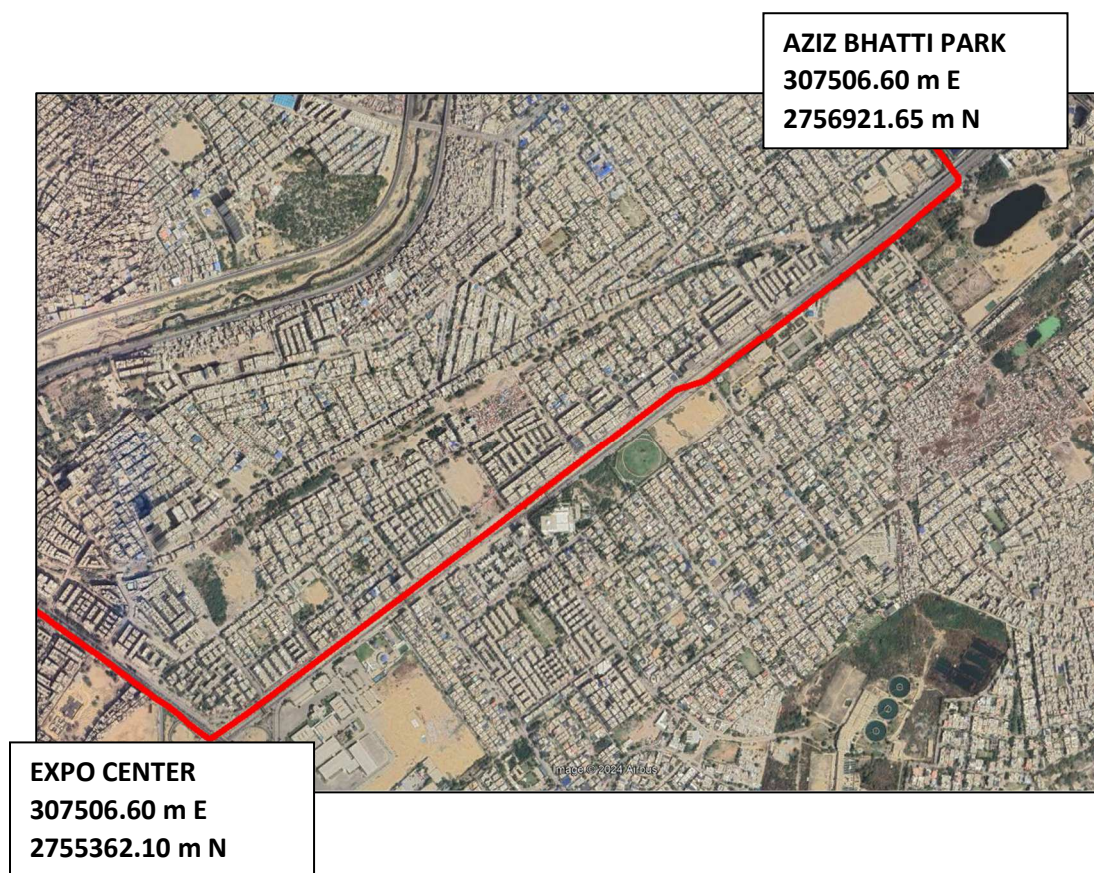
Technical Specifications

“Technical Specifications, including General Specifications and Special Specifications, are attached as **Volume II of the Bidding Document.**”

Drawings

“Drawings are attached as Volume III of the Bidding Document.”

Scope of Work



Karachi receives water, mainly from Kinjhar Lake which is fed by KB Feeder from Kotri Barrage. Apart from this, Hub Dam also supplies some water to Karachi residents. Water quota for Karachi from Kinjhar Lake is 645 MGD (1200 cusecs) whereas Hub dam supplies 100 MGD. A rapid increase in population and urbanization of the city has increased the demand supply gap, necessitating requirement for exploring more options to supply water. For this purpose, a new scheme named as K-IV was planned for execution which is proposed to add another 650 MGD to the system.

The first phase of this project is planned for 260 MGD. The Mainstream K-IV is already in execution by WAPDA. The Augmentation however is to be implemented under KWSSIP SOP-II. Three reservoirs are provided at different locations along the route of main K-IV including filter plants.

To augment the K-IV water to the city the KWSSIP is engaged in the execution of K-IV augmentation plan. The proposed system to provide water to the city from R-2 reservoir passes from a road section starting from Nipa and culminating at Hasan Square. Under this section currently the BRT Redline project is being executed by the SMTA Department. To facilitate the construction of BRT Redline project it has been envisage to lay the 2.7 kms of K-IV Augmentation pipeline starting from Nipa and ending at Hasan Square. The pipeline to be laid shall be of 96" and 72" diameter respectively with a total length of 2.75 km out of which 0.95Km is of 96" dia whereas remaining 1.8 km comprises of 72" dia M.S. pipeline.

The 96" dia pipeline starts from Aziz Bhatti Park and converts into 72" dia pipeline near Federal Urdu University and then changes direction from Expo Center towards Liaquatabad.

WORKS TO BE CARRIED OUT

Under this contract the Contractor will have to carry out following major tasks for completion of the scheme:

1. Procurement of MS pipe of diameters 1800 mm & 2400 mm O.D.
2. Laying jointing, welding, testing, commissioning, etc. of MS pipes from each reservoir to termination points.
3. Thrust boring of M.S. pipes.
4. Installation of Air Release Valves, Butterfly Valves, Washout Valves, etc.
5. Construction of Reinforced Cement Concrete (RCC) chambers for all Valves.
6. Shifting of existing utilities.
7. Any additional work for successful operation of the entire system.

Environmental, Social, Health and Safety (ESHS) Requirements

General Requirements

The Contractor shall comply with all applicable national and provincial laws, regulations, and standards related to environmental, social, health, and safety (ESHS) management, including but not limited to; Sindh Environmental Protection Act and Rules, SEQS 2016, Sindh Labor Laws, including child labor and forced labor prohibitions, Occupational Health and Safety (OHS) Standards, Community Health and Safety (CHS) Guidelines, Guidelines on Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) and relevant World Bank Environmental and Social Standards (ESS): ESS 2: Labor and Working Condition, ESS 3: Resource Efficiency and Pollution Prevention Management, ESS 4: Community Health and Safety, ESS 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources and ESS 10: Stakeholder Engagement and Information Disclosure.

To identify both short- and long-term environmental and social impacts of the proposed project, an Environmental and Social Management Plan (ESMP) has been developed as part of the Environmental and Social Impact Assessment (ESIA) of KIV Augmentation Project and is included at the end of this section.

The Contractor must ensure that all subcontractors comply with the same requirements.

ESHS Management Plans

The Contractor is required to prepare, submit, and implement the following plans before commencing construction activities:

- a- Construction Environmental and Social Management Plan (CESMP):** Aligned with the Employer's Environmental and Social Impact Assessment (ESIA) and Environmental and Social Management Plan (ESMP).
- b- Occupational Health and Safety (OHS) Plan:** Addressing worker safety, including personal protective equipment (PPE), emergency preparedness, and response protocols.
- c- Community Health and Safety (CHS) Plan:** Focusing on mitigating impacts on nearby communities, including traffic management and controlling dust and noise emissions.
- d- Waste Management Plan:** Detailing the proper disposal of construction and hazardous waste.
- e- Emergency Response Plan:** Preparedness for accidents, natural disasters, and health-related emergencies.

f- Traffic Management Plan: Detailing how safe and efficient movement of traffic will be ensured, minimizing disruptions through signage, diversions, and deployment of traffic control personnel.

Compliance Monitoring and Reporting

The Contractor shall conduct regular ESHS compliance monitoring and submit periodic reports (monthly/quarterly) to the Employer. Reports shall include:

- Progress on the implementation of ESHS plans.
- Non-compliances identified and corrective actions taken.
- Records of OHS incidents, accidents, and near-misses.

Training and Capacity Building

The Contractor shall develop and implement an ESHS training program for all workers, including subcontractors, covering:

- Awareness of environmental and social obligations.
- Workplace safety and use of PPE.
- Code of Conduct, including prevention of GBV, SEA, and SH.
- Training records must be maintained and submitted to the Employer upon request.

Grievance Redress Mechanism (GRM)

The Contractor shall establish a GRM for workers and community members to raise ESHS-related concerns. The GRM must:

- Be easily accessible and culturally appropriate.
- Ensure confidentiality and non-retaliation.
- Include timelines for resolving complaints.
- The Contractor shall maintain records of grievances and resolutions and report them to the Employer.

Cost Responsibility

All costs associated with ESHS compliance, including staffing, training, monitoring, and reporting, shall be borne by the Contractor. These costs must be included in the Contractor's bid price.

Sanctions for Non-Compliance

The Employer reserves the right to impose penalties for non-compliance with ESHS requirements, as specified in the Section-7, Particular Conditions of Contract (PCC), Clause 4.2 of Contract Data. Continued non-compliance may result in suspension of works or termination of the contract.

ESHS Staffing

The Contractor shall appoint qualified ESHS personnel as per the provisions of ESIA / ESMP, including:

Environmental Specialist: To ensure compliance with environmental standards.

OHS Specialist: Responsible for workplace / community safety.

Social Specialist: To address community-related issue, carry out stakeholders' engagement, handling GBV / SEA / SH issues and manage grievance mechanisms.

Medical Officer: To provide immediate first aid and medical support.

The Employer reserves the right to review and approve the qualifications of ESHS staff.

GCC No.	Clause Title	Remarks
4.1	Contractor's General Obligations	<p><i>If the Contract specifies that the Contractor shall design any part of the Permanent Works, state any applicable standards and requirements to address:</i></p> <p><i>climate change considerations,</i></p> <p><i>universal access,</i></p> <p><i>risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events, and</i></p> <p><i>applicable certification or approval requirements.</i></p>
4.6	Co-operation	<p><i>Indicate specific aspects (if any) that require contractor's cooperation such as to conduct environmental and social assessment.</i></p>
4.8	Health and Safety Obligations	<p><i>Indicate other requirements for the health and safety manual of the Contractor, if any.</i></p> <p><i>i. The Contractor shall follow Sindh Occupational Safety and Health Act 2017, comply with safety regulations, ensure site safety, minimize obstructions, and provide fencing, lighting, guarding, and site security until project completion.</i></p> <p><i>ii. The Contractor shall implement Labor Management Procedures (LMP), covering working conditions, worker relationships, OHS, emergency preparedness, code of conduct (including SEA/SH), forced and child labor, grievances, and subcontractor compliance.</i></p> <p><i>iii. The Contractor shall prepare and implement site-specific OHS/CHS management plans aligned with the LMP, ESIA, and ESMP before construction begins.</i></p>

		<p><i>iv. The Contractor shall maintain health and safety for personnel, ensure access to medical staff, first aid, and ambulance services, and provide welfare and hygiene facilities to prevent epidemics.</i></p> <p><i>v. The Contractor shall develop and conduct monthly training programs for workers on environmental, social, and OHS risks and responsibilities before commencing work on-site.</i></p>
4.15	<i>Access Route</i>	<i>Indicate national aspects e.g. refer to “National Highways and Motorways (Dimensions of Goods Transport Vehicles) Rules, 2017; notified under National Highways Safety Ordinance, 2000.</i>
4.18	<i>Protection of the Environment</i>	<p><i>Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities that shall not be exceeded.</i></p> <p><i>i. The Contractor shall take all necessary measures to protect the environment in line with the project’s ESIA and ESMP requirements, minimizing pollution, noise, and other nuisances to people and property.</i></p> <p><i>ii. The Contractor shall ensure that emissions, discharges, and effluents from activities do not exceed the limits specified in the Sindh Environmental Quality Standards (SEQS) 2016.</i></p>
4.21	<i>Security of the Site</i>	<i>Indicate other requirements for the security arrangements, if any.</i>
4.23	<i>Archeological and Geological Findings</i>	<i>Specify other requirements, if any.</i>
6.6	<i>Facilities for Staff and Labor</i>	<i>Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor’s Personnel is required.</i>
6.28 (SP)	<i>Training of Contractor’s Personnel</i>	<i>Specify other requirements, if any.</i>

Environmental and Social Policy

A- Goal

The major goal of the E&S Policy is to ensure that the project 'Common Corridor with KBRT-2.7 km from Nipa to Hassan Square Transmission Main and Appurtenance for 96" & 72" Dia. Pipeline' is implemented in a manner that minimizes environmental impacts, maximizes social benefits, and upholds the highest standards of occupational health and safety, gender equality, and community well-being, in accordance with World Bank environmental and social safeguards and all applicable national laws and regulations of Pakistan.

B- Key Commitments of the E&S Policy

i. Environmental Protection

- Minimize air, water, and soil pollution throughout the project lifecycle.
- Prevent and mitigate environmental impacts, including erosion, sedimentation, and biodiversity loss.
- Efficiently manage natural resources, such as water and energy.
- Comply with all environmental permits and licenses.

ii. Occupational Health and Safety

- Provide a safe and healthy working environment for all workers.
- Prevent workplace accidents, injuries, and occupational diseases.
- Ensure access to safe drinking water, sanitation, and hygiene facilities.
- Implement effective health and safety training programs.

iii. Community Health and Safety

- Minimize disruptions to local communities, including noise, dust, and traffic impacts.
- Ensure community access to essential services and infrastructure.
- Address potential health and safety risks to the community.

iv. Gender Equality

- Promote equal opportunities for women and men in all aspects of the project, including employment, training, and decision-making.
- Prevent and address gender-based violence and discrimination.
- Ensure women's meaningful participation in project planning and implementation.

v. Social Inclusion

- Address the needs and concerns of vulnerable groups, including people with disabilities, the elderly, and indigenous peoples.
- Implement measures to prevent and address child labor and human trafficking.

vi. Stakeholder Engagement

- Maintain open and transparent communication with all stakeholders, including local communities, government agencies, and civil society organizations.
- Address stakeholder concerns and grievances promptly and effectively.

C- Implementation and Monitoring:

- This policy will be implemented through the Environmental and Social Management Plan (ESMP), the Health and Safety Plan, and other relevant project plans.
- Compliance with this policy will be monitored through regular inspections, audits, and reporting, in accordance with the "Environmental and Social (ES) Metrics for Progress Reports" outlined in Part D of the Particular Conditions of Contract.

Environmental and Social Management Plan¹¹

Common Corridor with KBRT-2.7 km from Nipa to Hassan Square Transmission Main and Appurtenance for 96" & 72" Dia. Pipeline

1.1 Introduction

1. This chapter presents the Environmental and Social Management Plan (ESMP) which details the mitigating measures that will be implemented to avoid or minimize the potential adverse impacts of the project and the monitoring plan to monitor and evaluate the effectiveness of the actual implementation of the mitigating measures.
2. The main objectives of the ESMP are:
 - To provide mitigation measures and a corresponding implementation phase for each impact identified;
 - To ensure that all necessary corrective actions are carried out in time to counter any adverse environmental and social impact;
 - To ensure the regular monitoring of factors which may affect the safety of the environment under a systematic monitoring approach;
 - Define the roles and responsibilities of the project Proponent and Contractor(s) in order to effectively communicate environmental and social issues among them;
 - Provide a procedure for timely action in the face of unanticipated environmental situation;
 - Provide a monitoring mechanism in the form of an environmental and social monitoring program, which includes monitoring parameters, monitoring frequency to ensure that all the mitigation measures are completely and effectively implemented;
 - Provides estimation of environmental and social cost for the implementation of ESMP;

¹¹ Extracted from the ESIA – KIV Augmentation Project

Define the requirements necessary for documenting compliance with ESMP and communicating it to all the concerned regulatory agencies; and

Provide other plans considering the project specific requirements.

1.2 Environmental and Social Mitigation Plan

3. The mitigating measures for the identified environmental and social risks, including risks to vulnerable groups and sensitive receptors, were detailed in the environmental and social mitigation plan. In addition, the followings plans and procedures were also developed for the project to manage the social risks.

Stakeholder Engagement Plan

Labor Management Procedure

Resettlement Action Plan

4. The contractors will be responsible for implementation of measures to avoid or minimize adverse environmental and social impacts during construction. Contractors are required to prepare a Construction ESMP (CESMP) demonstrating the manner in which they will comply with the requirements of ESMP before mobilization, and obtain approval from the ESC and SC.
5. The environmental and social management plan is presented in Table 0-2.

1.2.1 E&S Management Plans

6. In addition, the following guidelines for the development of management plans were developed and are attached as annexes of the ESIA.

Guideline Resources Conservation Plan

Tree Plantation Plan

Guideline Waste Management Plan

Guideline Slurry Management Plan

Guideline Sanitation Plan

Guideline Traffic Management Plan

Chance Finds Procedure

Guidelines to Combat with COVID-19

Guideline Emergency Response Plan

Guideline Occupational Health and Safety Plan

E&S Code of Practices

a. Tree Plantation / Reforestation Plan

7. The basic purpose of reforestation/afforestation/plantation of suitable species in the project area is to reduce the risk been made due to cutting of trees for the proposed project and to enhance green cover and improve the overall environment of the area. The project area is not rich in natural vegetation. It is estimated that out of total 1,719 trees within the RoW, almost 1,685 trees will be cut down for laying of R1, R2 and R3 pipelines. Efforts will be made to ensure that the 34 species identified as ecologically important will be preserved.

Out of the total, it is estimated that around 89 trees may require to be cut at the 2.7 km section of R2.

8. For the whole project, the reforestation ratio of 1:10 for the tree cutting is recommended which equates to about 16,850 trees to be planted. Out of these, 890 will be planted as compensation for the trees to be cut at 2.7 km section of R2. The trees are proposed to be planted along the perimeter of the reservoirs (R1, R2 and R3) which is much suitable land for plantation and will help to provide security barrier as an additional benefit along the reservoirs in future. The KWSSIP, KMC, Parks and Horticulture Department and Forest Department will be consulted before the tree planting.
9. Based on the estimation, total cost of approximately 16,850 numbers of trees/plants will be 32.55 million PKR. For the 2.7 km section of R2, 890 trees will be planted, with an estimated cost of 1.7 million - which include the purchasing of plant along with its four-year maintenance. The details are attached as **Annex-IX**.

b. Occupational Health and Safety Plan

10. During construction phase, the Contractor is responsible to manage all H&S related issues and are required to comply with national laws and international standards for OCHS. Guideline for contractor's OCHS sub-plan is attached as **Annex-XXIII**.
11. The following measures are identified for health, safety, and environment protection:
 - All contractor staff will be well informed and trained on the OCHS policies and guidelines;
 - Contractor will provide adequate health services as well as site first aid services for its workforce;
 - The main priority of the contractor will be to prevent accidents during mobilization and construction phase of the proposed project. Prevention of workplace accidents during the construction activities will be achieved using approved work plan/instructions by the supervisors;
 - Work safety measures and good workmanship practices will be followed by the contractor to ensure no health risks for workers;
 - Provision of adequate sanitation, washing, cooking and dormitory facilities;
 - Proper maintenance of facilities for workers will be monitored;
 - Provision of protective clothing for labor handling hazardous materials, e.g. helmet, adequate footwear for bituminous works, protective goggles, etc. and contractor will ensure strict use of wearing these protective clothing during work activities;
 - Elaboration of a contingency planning by the contractor at work site in case of major accidents will be carried out. A comprehensive emergency preparedness and response sub-plan should be developed and implemented at site;
 - A site-specific fire-fighting sub-plan also needs to be developed and implemented by Contractor during construction phase;
 - Accidents will be reported to and investigated by the Contractor. All personnel will be encouraged to report all accidents/incidents and to cooperate in the investigation of such occurrence. A comprehensive accident/incident report will be produced to PIU for its review and necessary action;

- Adequate signage, lightning devices, barriers, and persons with flags during construction to manage traffic at haulage and access roads will be conducted;
- The communicable disease of most concern during construction phase, like sexually-transmitted diseases such as HIV/AIDS, will be prevented by successful initiative typically involving health awareness, education initiatives, training health workers in disease treatment, immunization program and providing health service;
- Reducing the impacts of vector borne diseases on long-term health effect of workers will be accomplished through implementation of diverse interventions aimed at eliminating the factors that lead to disease;
- All construction activities will be properly managed through careful planning and the applicable and relevant H&S policies; and
- Prior approval from E&S team of PIU KWSSIP-2 will be sought before starting any construction related activity.

c. Emergency Preparedness and Response Plan

12. The Emergency Preparedness and Response Plan is intended as a guide for the personnel during emergency situations to control and minimize the impact on community, on occupational H&S, on the environment and on the project. The plan should also include procedures on how to respond in life threatening situations usually occurring suddenly and unexpectedly during the construction and operational phases of the proposed project. The contractor will be responsible for the preparation of the plan and should be implemented at site after prior review and approval from the SC and PIU of KWSSIP-2. Guideline for contractor's ERP is attached as **Annex-XVI**.

d. Restoration and Rehabilitation Sub-Plan

13. The implementation of the proposed project would involve construction workers' camp for staff and labor, establishment of fences around construction site, over usage of access roads for movement of heavy machinery / motor vehicles linking to various components of project, offices, etc. During construction, these activities could also result in accumulation of large amount of unused or spoil material at various sites such as at access roads, muck dumping sites, quarry sites, colonies, offices, etc. which will change the existing land cover in the project area. After completion of the construction work, it is required to restore the disturbed area to its original conditions wherever it is possible that is the sole responsibility of the Contractor. Various engineering and biological measures have been suggested for the restoration of these areas:

Topsoil will be stored at designated areas before performing excavation activities at quarry sites (if these are agriculture land) and after the completion of all the construction activities, quarry sites (if applicable) and construction sites should be covered with the top soil to support the growth of plant species;

The area will be planted with indigenous vegetation that will require the initial establishment of fast-growing grasses along with annuals and perennials, nitrogen fixing herbaceous legumes and non-legume shrubs to increase the soil conditioning and to stabilize the project site;

Material stockpiles will be removed as soon as the construction work will be completed;

All the construction, toxic and hazardous chemicals/materials will be completely removed from the site;

All fencing and gates will be removed and pits will be backfilled;

The reconstruction of interrupted drainage channels and pipes will be carried out;

Rehabilitation of affected roads should be carried out to avoid any inconvenience to the road commuters; and

A clearance certificate has to be taken by the Contractor in this regard.

e. Waste Management Plan

14. Solid and hazardous waste will be generated during construction and operation phases of the project. The following measures is recommended to be incorporated in the Waste Management Plan.

All the anticipated solid wastes will be collected through a properly designed solid waste management system. Enough number of containers will be placed inside the camps and within the construction area for the collection of various types of waste;

These containers will help the component separation of various types of waste at source. Classification will be based on organic waste, recyclable waste, reusable waste (for resource and recovery) and waste for disposal site. Based on the conditions of the region, organic waste will be frequently collected to avoid odor problems;

Recyclable, reusable and waste for disposal site will be collected twice a week and on alternate days and will be transferred to a properly designed disposal site;

The special strategy for safe handling, storage and use of hazardous substances / material will be developed and ensured at site;

The sewage system for camps will be properly designed (pit latrines or, as required, septic tanks) to receive all sanitary wastewaters;

Lined wash areas will be constructed within the camp site or at site, for the receipt of wash waters from construction machinery;

Medical waste and construction waste will be handled with care;

The pesticide use will not be allowed at site and for clearance of RoW;

Construction waste i.e. waste concrete, bricks, cement, etc. will be disposed of at the designated areas; and

Construction workers and supervision staff will be encouraged and educated to practice waste minimization, reuse and recycling to reduce quantity of the waste for disposal.

15. A guideline spoil and waste management plan are attached as **Annex-X**. The Contractor/s will be responsible for the preparation of waste and spoil management sub-plan before the commencement of construction activities and its implementation at site after the prior review and approval from SC and PIU of KWSSIP-2.

f. Drinking Water Supply and Sanitation Plan

16. Safe drinking water supply and sanitation facilities are required to be provided in the temporary facilities during construction including in the offices, labor camps and workshops in order not to cause shortages and/or contamination. A plan will be prepared by the Contractor on basis of the mitigation plans. The sub-plan will be submitted to the SC for their review and approval before contractor mobilization.

g. Traffic Management Sub-Plan

17. A comprehensive TMP will be developed by Contractor mentioning routes to be followed for transportation of construction machinery and materials e.g. cement, steel, gravels, sand, etc. TMP will comprise following contents necessarily:

- Goals and objectives of sub-plan;
- Purpose and Scope;
- Project specific traffic;
- Roles and responsibilities of contractors' environmental personnel;
- Routes to be followed along with necessary maps;
- Transportation timing; and
- Mechanism to address road accidents (if occurs).

18. Guideline for contractor's TMP is attached as **Annex-XIII**.

h. Gender Action Plan

19. Considering the concerns and pressing needs of the women in project area, a Gender Action Plan (GAP) was prepared in accordance to World Bank Gender and Development Policy Framework (Bank Procedures 4.20).

20. The GAP is a systematic framework to ensure the women participation and benefits from development projects through detailed planning, implementation, monitoring and evaluation activities. The objectives of the GAP are as follows:

- To undertake preparatory work to address gender issues in the proposed project;
- To include special features in the project design to address gender impacts;
- To promote women's participation in project;
- To maximize women's access to project benefits;
- To ensure tangible benefits to women;
- To minimize social vulnerability of women arising due to the proposed project activities like securing land, security concerns during construction as well as O&M phases; and
- To ensure the implementation of actions as well as their monitoring and evaluation throughout the project life cycle.

21. GAP will safeguard the interest of the community women adjacent to the proposed project sites and will promote their participations in project planning and implementation. It will also contain actions that will be adhered by all the agencies (PIU, line agency (KWSB), supervision consultant(s), contractor(s)) involved for the implementation of the project during the project life cycle. The GAP illustrates the specific measures along with the

monitoring indicators and responsible authority to address gender specific concerns and impacts associated with the proposed project. The project specific GAP is shown in Table 0-1.

Table 0-1: Gender Action Plan for the Proposed Project

Issues/Aspect	Mitigation Measures	Responsible Agency	Monitoring Indicators
Pre-Construction Phase			
Employment Announcement	Announce employment opportunities and recruitment notices widely, targeted at women as well as men.	CC and PIU KWSSIP-2	Notice of employment opportunity published in local newspapers, print media, offices, housing society, outside the construction site, etc.
Non-availability or non-engagement of Associations/Organizations	Establishment or engagement of CBOs working specifically for women through synergetic development strategy of KWSSIP-2	PIU KWSSIP-2 and local NGOs/CBOs	Commitment for establishing special offices for involvement/engagement of NGOs/CBOs.
Construction Phase			
Un-even Women Workforce	Preference will be given to women from project affected families to work as skilled or unskilled workers/ labor (wherever feasible) during the construction phase and they receive equal wage for the work	CC, SC and PIU KWSSIP-2	Notice of employment opportunity published in local newspapers, print media, offices, housing society, outside the construction site. Inventory of staff hiring record and the gender proportion.
Unequal Wage for all Genders	Ensure equal pay for equal work (all genders) during construction and O&M works	CC, SC and PIU KWSSIP-2	Record of pay slips (wages inventory) for all workers (both women and men) and compare the wages of all gender working on same position / rank.
Restrictions on Women Mobility	Identify barriers in the women's mobility and take reforms to fix those barriers.	CC, SC and PIU KWSSIP-2	Monitoring audits and checks; Consultation records; and Grievance Redress/Social Complaint Register.
Safety and Security concerns	Construction camps to be established away from the residential areas. Presence of security personnel in the project site during project implementation.	Contractor	Safety and security concerns of females during construction time Grievance Redress/Social Complaint Register,
Through the Project Lifecycle			

Issues/Aspect	Mitigation Measures	Responsible Agency	Monitoring Indicators
Women in Decision Making	<p>Awareness will be created about the rights and women will be trained and empowered to become a part of decision-making and their involvement in income generation activities.</p> <p>Training for the involvement of all gender in decision making. Women will be trained and empowered to be part of decision-making processes – their understanding and knowledge about their households and business affairs.</p>	PIU-KWSSIP-2 local NGO/ CBO	<p>Training record;</p> <p>Monitoring audits and checks;</p> <p>Consultation records;</p> <p>Record of all gender involvement in decision making;</p>
Area Safety and Security	<p>Awareness campaign for enhancing safety and security for women. Support the relevant departments in enhancing safety and security of women in public spaces, focusing on gender-based violence, harassment issues and female vulnerability and risk.</p>	PIU-KWSSIP-2, NGO/CBO	<p>Monitoring audits and checks;</p> <p>Consultation records;</p> <p>Grievance Redress/Social Complaint Register;</p> <p>Record of GBV and harassment issues</p>
Prevalent Drug Usage Cases	<p>Drug control arrangements in the communities in liaison with line departments and strict actions to be taken against drugs usage. Awareness campaign against drug usage.</p>	CC, SC and PIU of KWSSIP-2	<p>Monitoring audits and checks;</p> <p>Consultation records;</p> <p>Grievance Redress/Social Complaint Register,</p>
Educational Attainment	<p>Create awareness about importance of education among females. Contribute data and analysis to support reforms aimed at improving education system and increase human capital accumulation with links to skills acquisition and school to-work transition.</p>	PIU-KWSSIP-2 and local NGOs/ CBOs	<p>Monitoring audits and checks;</p> <p>Consultation records;</p> <p>Inventory check of new all gender enrolment in educational institutes</p>
Occurrence of Diseases	<p>Support health institutions to take reforms for improving health quality and provide safe and healthy environment</p>	PIU of KWSSIP-2 and local NGOs/ CBOs	<p>Monitoring audits and checks;</p> <p>Consultation records;</p> <p>Record of various diseases</p>

Issues/Aspect	Mitigation Measures	Responsible Agency	Monitoring Indicators
Knowledge on Menstrual Hygiene	Built awareness programs and generate data to aware women about menstrual hygiene. Adequate water supply is necessary to maintain a hygienic environment.	PIU of KWSSIP-2 and local NGOs/ CBOs	Monitoring audits and checks; Consultation records; Improved female hygiene and health record
No Access to KWSB Offices/Customer Service Centers	KWSB offices / Customer Service Centers must be established for the registration of the complaints/grievances regarding water and sanitation related issues. There will be female staff in these offices to interact with females. Awareness among women about these centers and complaint filing procedures.	PIU of KWSSIP-2 and KWSB	Monitoring audits and checks; Consultation records;
Gender Based Violence / Domestic Violence	Raise awareness among the communities of the potential risks of GBV Provision in GRM for GBV related issues. Awareness among women about registration of GBV related issues and complaint filing procedures. WB Guidelines on GBV will be adopted	PIU of KWSSIP-2 and local NGOs/ CBOs	Monitoring audits and checks; Consultation records; Grievance Redress/Social Complaint Register for GBV related issues
SEA/SH Issues	SEA/SH cases will be properly addressed and reported through notified GRM and GBV committee. Awareness among women about registration of SEA/SH related issues and complaint filing procedures. WB Guidelines on GBV will be adopted Provision related to SEA/SH will be incorporated in the bidding document	PIU of KWSSIP-2	Monitoring audits and checks; Consultation records; Grievance Redress/Social Complaint Register for harassment related issues

i. Chance Find Procedure

22. The purpose of these guidelines is to address the possibility of archaeological deposits, finds and features becoming exposed during earth removing and ground altering activities associated with the construction and to provide procedures to follow in the event of a chance archaeological find. The chance find procedure of archaeological deposits is attached as **Annex-XIV**.

1.2.2 Contractor's Obligation and Management

23. The contractor will be primarily responsible in ensuring the implementation of the mitigation measures proposed in the ESIA including ESMP. The provision of providing

employment to the local people will be ensured in contract agreement and the contractor will prepare a Local Employment Plan within one month of award of contract for its implementation.

24. The requisite content of this ESMP will be incorporated in the bidding documents and this ESIA including ESMP will become a part of the contractor's contract documents.
25. In addition to this, the contractor will be responsible for the preparation and implementation of site specific ESMP also called as Contractor-ESMP, along with all the sub-plans based on the guidelines provided in this ESIA, with prior approval from SC and PIU KWSSIP-2.

1.2.3 E&S Codes of Practice

26. The Contractor will develop and implement the E&S Codes of Practice (Refer **Annex-XXIV**) for its staff and employees in order to ensure that the intrusion of workers in the project area does not result in any social and environmental and social issues between the workers and locals which can harm the project by causing unnecessary delays. These codes will be reviewed and approved by SC prior to start of the construction activities.
27. These codes will be based on the principles of environmental protection, OHS, good engineering practices, respect, integrity and sound ethical values. Each code should include, at minimum, the purpose and objectives, a policy statement from the in-charge explaining the importance of this code for the success of the project, and examples of such conduct. Guidelines for the code of practices are discussed below.
28. General code of conduct will be developed for the project and the following practices will be adopted:

Rules and guidelines will be given to the workers regarding the use of common resources such as wood, plants, water sources etc. to ensure their sustainable use;

The code will also include provisions of the waste management sub-plan to address solid waste collection and disposal in order to prevent unhygienic conditions and contamination of soil and water;

The Contractor will make arrangements to avoid accidental risks such as traffic signs board and speed control measures for the safety of locals;

In construction camps, amenities of life including clean food, water and sanitation facilities must be provided to these camps, and the workers will be provided with guidelines on how to dispose of their waste and maintain a sense of hygiene;

The training of workers in the construction safety procedures, equipping all construction workers with PPEs i.e. safety boots, helmets, gloves, ear plugs, and protective masks also and monitoring their proper and sustained usage;

The Contractor will ensure that the construction labor is trained in safety procedures for all relevant aspects of construction;

Formal emergency procedures will be developed for construction site in case of an accident. First Aid Kits and other necessary equipment will be kept available at site along with the list of emergency phone numbers at the construction site to be contacted in case of any accident; and

The safety of the public at all stages of the construction and operation will be ensured by appropriate public education and safety measures such as use of sign boards, barriers and flags and use of proper illumination at night.

29. Good engineering practices will be developed for the project and will include, at minimum, the following practices;

Standard Operating Procedures for handling, storage and transportation of oil leakages, chemicals and other toxic materials will be strictly followed;

Workers must be familiar with the Safety Data Sheets of each chemical used at site. Safety Data Sheets are provided with each chemical drum. Chemicals will be stored as per their Safety Data Sheets. Utmost care should be taken during the handling of these chemicals;

Precautions should be taken to prevent spills and all workers will be trained in proper handling, storage and disposal of hazardous or toxic materials; and

Proper disposal plans of excavated material.

30. Cultural Code of Practice should be developed for the project and will include, at minimum, the following practices:

Self-respect and sensitivity to insult is an important trait of the locals. The poorest among them has his own sense of dignity and honor and he vehemently refuses to submit to any insult. In fact, every inhabitant considers himself equal if not better than his fellow tribesmen and an insult is, therefore, taken as scurrilous reflection on his character. Therefore, the contractor will be careful to avoid any unceremonious interaction with the locals and inform their staff to be humble and polite.

The Contractor will also take care of the norms of local community and their sensitivity towards local customs and traditions;

The Contractor will brief the staff about local culture and norms;

As per local culture wearing of short shirts and short trouser is considered inappropriate attire, therefore the contractor informs the staff to avoid wearing short trousers and short shirt;

Contractor will strictly warn the staff not to involve in any unethical activities and to obey the local norms and cultural restrictions particularly with reference to women;

The Contractor will be required to maintain close liaison with the local elders and religious scholars of nearby local community to ensure that any potential conflicts related to common resource utilization for the project are resolved easily;

Privacy of women is a major cause of concern for the communities of the project area. Due to the project activities local women may not be able to perform their daily outdoor chores. Women in the project are participating in other outdoor activities such as livestock rearing, bringing of potable water, and collection of firewood. that may be affected by the project activities;

The Contractor will have to select the specific timings for the construction activities so as to cause least disturbance to the local population particularly women considering their peak movement hours; and

The Contractor will warn the staff strictly not to indulge in any un-ethical activities and to obey the local norms and cultural restrictions particularly with reference to women.

31. If privacy of the nearby households is to be affected, the Contractor will inform the house owner in advance to make some alternative arrangements. Similarly, the Contractor will have to take great care that the construction activities should not affect the privacy particularly with reference to women.

Table 0-2: Environmental and Social Management Plan

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
Pre-Construction Phase				
Land Acquisition and Involuntary Resettlement	Small business operators within RoW are to be relocated	A Resettlement Plan is being prepared and be implemented for the project-affected people.	Design Consultant and PIU KWSSIP	PIU KWSSIP
Relocation of utilities	Existing sewer lines, gas pipes, electricity and telephone lines within RoW will be relocated.	<p>Proper compensation and restoration mechanism of public utilities will be adopted. The relevant department will provide the estimate for the relocation of the utilities, and they will be provided compensation accordingly through PIU prior to implementation of the proposed project;</p> <p>Complete rehabilitation of affected public utilities will be ensured;</p> <p>The provision in the design and budget for the relocation of the existing utility infrastructures wherever required will be ensured in consultation with the concerned departments such as Karachi Electric Supply Company, Sui Southern Gas Pipeline Company, Pakistan Telecommunication Company Limited (PTCL), KMC National Highway Authority (NHA), Pakistan Railway, Pakistan Steel Mills, Port Qasim Authority, Sindh Infrastructure Development Company Limited.</p> <p>All public utilities likely to be affected by the proposed project will be relocated well ahead of time before the actual commencement of the construction work;</p> <p>Close coordination with the concerned departments to curtail inconvenience to the residents of the project area;</p> <p>Timely public notification of unexpected disruption of services;</p>	Design Consultant and PIU KWSSIP	PIU KWSSIP
Labor Risks	Contractors will hire skilled and unskilled workers. Labor risks may include child and forced labor, discrimination.	A Labor Management Procedure (LMP) was prepared for KWSSIP-2 to manage the identified labor risks such as child and forced labor, SEA/SH, labor disputes and others and also the community health and safety risks. The LMP details the approach that will be implemented to meet the national requirements and the objectives of the WB ESS 2: Labour and Working Conditions and WB ESS 4: Community Health and Safety. The key highlights of the LMP on how to address the issues of child and forced labour, labour influx, GBV, SEA/SH, occupational health and safety, and trafficking will be included in the bid documents.	CC	SC and PIU KWSSIP
Construction Phase				
Occupational health and safety	Workers are exposed to occupational health and safety risks of construction activities.	<p>The contractors will be required to prepare and implement an OHS program for the construction activities which shall include safety protocols and SOPs for various construction activities, OHS personnel, training, OHS risk assessment and preparation of risk matrix, JHAs, inclusion of OHS aspects in method statements, safety audits, reporting, others. The following are to be considered in the OSH program.</p> <p>Conduct a project H&S risk assessment for all the activities of the entire project prior to the commencement of the works focusing the OHS and CHS;</p> <p>Designate an OHS officer(s) as per the working staff at site with specified responsibilities to supervise all the construction activities at the proposed project site;</p> <p>Provide OHS training and basic medical training to specified work staff, and basic medical service and supplies to workers;</p> <p>Layout plan for camp site, indicating safety measures taken by the contractor, e.g. firefighting equipment, safe storage of hazardous material, first aid, security, fencing, and contingency measures in case of accidents;</p> <p>Work safety measures and good workmanship practices</p> <p>Provision of PPEs to all the workers, visitor and staff in the vicinity of project area;</p> <p>Provision of sufficient and clean drinking water and sanitation facilities to workers;</p> <p>Reduce the work hours of workers during extreme hot working environment and heat waves;</p>	CC	SC and PIU KWSSIP

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		<p>Proper fuel and chemical storage area will be provided; Preparation of emergency response and recovery plan The working hour and age of labor and staff will be in compliance with the Sindh Factories Act 2021. Overtime working shift will be allowed to the workers as per prevailing clauses of Sindh Factories Act 2021; Feasible working conditions such as healthy environment, workplace safety, provision of recreational activities and adequate medical/first aid facility at site; Ensure that the site will be restricted for the entry of irrelevant people particularly children, disabled and elderly peoples; Adequate lightning devices, barriers, yellow tape and safety signage will be posted. First aid medical facilities will be made available at the worksite</p>		
	<p>Exposure to asbestos-containing materials may pose health risks to exposed individual.</p>	<p>Screening and management procedures for asbestos-containing materials will be developed and implemented during construction. The procedures will detail the process on how to identify the presence of ACM and the proper handling, storage and disposal of ACMs. Only trained experts on asbestos handling should be allowed to remove and manage the transportation and disposal of ACMs.</p>	CC	SC and PIU KWSSIP
Labor Conditions	<p>Workers are exposed to labor risks such as the following:</p> <ul style="list-style-type: none"> • GBV might arise due to discrimination made against women by unequal work distribution and unequal pay structure among others. • SEA/SH against women might occur from mixing of men and women at the construction site. • Labor exploitation such as unpaid and/or incorrect payment of wages by employer, poor working conditions 	<ul style="list-style-type: none"> • A Labor Management Procedure (LMP) was prepared for KWSSIP-2 to manage the identified labor risks such as child and forced labor, SEA/SH, labor disputes and others and also the community health and safety risks. • The key highlights of the LMP on how to address the issues of child and forced labour, labour influx, GBV, SEA/SH, occupational health and safety, and trafficking will be included in the bid documents. • Gender Action Plan prepared for KWSSIP will be implemented. • A separate SEA/SH Action Plan will be prepared and implemented. • Training will be given to construction workers, alongside the implementation of strict measures and punishments in case of any sexual assaults, or GBV. • Provisions of gender disaggregate bathing, changing, and sanitation facilities 	CC	SC and PIU KWSSIP
	<p>Workers are exposed to health risks of labor relating to HIV/AIDS and other sexually transmitted diseases</p>	<ul style="list-style-type: none"> • To prevent the spread of communicable diseases due to the temporary influx of workers during construction, the following are to be implemented: <ul style="list-style-type: none"> ○ Provide surveillance and active screening and treatment of workers ○ Undertake health awareness and education initiatives among workers ○ Train health workers in disease treatment ○ Immunization program and providing health service 	CC	SC and PIU KWSSIP
	<p>Exposure to vector-borne diseases at construction camp dues to unsanitary conditions</p>	<p>Provision of hygienic and sanitary contractors' camp with access to safe drinking water and sanitation facilities Proper and regular cleaning, housekeeping and management of the constructors' camp To prevent the spread of vector-borne diseases, the following measures will be implemented:</p> <ul style="list-style-type: none"> ○ Maintain the camp sites in sanitary conditions; ○ Implement solid waste management plan; ○ Elimination of unusable impoundment of water ○ Implementation of integrated vector control programs ○ Educating project personnel and area residents on risks, prevention, and available treatment 	CC	SC and PIU KWSSIP

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
Resource efficiency	Resources that will be used include construction materials, water and fuel. Construction material to be used for construction activities includes coarse aggregates, fine aggregates, asphalt, cementitious materials, reinforced and structural steel. Almost all the materials to be used in the construction are non-renewable and therefore their sustainable use is necessary for the future use.	<ul style="list-style-type: none"> • The efficient and well-maintained equipment and machinery will be used; • Implement energy and water conservation measures • Train workers on energy and water conservation measures • Plan for reuse of construction waste materials can be formulated; • Use of solar panels at camp sites to conserve energy. 		
Soil	<p>Soil erosion from excavation activities.</p> <p>Soil can be contaminated due to</p> <ul style="list-style-type: none"> • Improper management of wastes • Oil spill/leaks from heavy equipment and vehicles • Chemical leaks • Disposal of untreated wastewater <p>Excavated material may also be contaminated.</p>	<ul style="list-style-type: none"> • Stored excavated/fill material will be covered • The Contractor will be required to reuse the excavated soil for backfilling as much as possible unless the soil is considered not suitable for filling • Stockpile will have a side slope of 2:1 or flatter and will have a height lower than 2m; • Safety Data Sheets will be strictly followed during handling and storage of chemicals; • All maintenance activities of heavy equipment and vehicles will be done in a designated area with cement flooring; • Non-bituminous wastes from construction activities will be dumped in approved sites, in line with the guidelines for dump sites, and must be covered; • Washing yards will be paved to avoid seepage of runoff from the yard; • Controlling runoff volumes and intercept runoff before it leaves the site; • Confining excavations to the specified spots as per the approved engineering drawings and unnecessary excavations will be avoided; 	CC	SC and PIU KWSSIP
Water sources (river, nullah, groundwater)	Surface run-off from excavated areas may increase suspended solids of nearby water bodies.	<ul style="list-style-type: none"> • Excavated materials/stockpile will not be placed adjacent to the rivers and nullahs; • Storm water runoff originating from stockpiles should be directed to, and/or controlled by a suitable sediment trap. Temporary silt traps or sedimentation basins along the drainage leading to the water bodies will be installed; 	CC	SC and PIU KWSSIP
	Discharge of untreated wastewater from constructors' camp and construction site will contaminate the receiving water body	<ul style="list-style-type: none"> • Wastewater from washing of vehicles or equipment will not be directly discharged in any water source or the storm drainage • Provision of sanitary toilet facilities in the constructors' camp • All the effluents will be discharged into existing sewerage system as per the requirements of stringent environmental quality standards. • Septic tanks will be constructed to provide primary treatment after which the wastewater will be discharged into existing sewerage network system with the prior approval of KWSB. • Liquid waste from the concrete batching plant will be collected from source by a designated tanker, and taken off-site for proper disposal; 	CC	SC and PIU KWSSIP
	Oil/chemical spills/leakage may impact the water quality	<ul style="list-style-type: none"> • Oils, fuel and chemicals must be stored at bunded storage areas; • Drainage from fuel storage tank locations, refuelling areas, and equipment service areas will be segregated from other runoff; discharge will be routed through an oil/water separator; and • All maintenance activities of heavy equipment and vehicles will be done in a designated area with cement flooring; 	CC	SC and PIU KWSSIP

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
Air	Earth-moving activities and excavation will generate dusts. Dust can cause nuisance, reduction of visibility and may cause respiratory diseases	<p>Regular water sprinkling on the site and access roads will be carried out to suppress excessive dust emission(s). The frequency of water sprinkling will be increased in summer season as per the requirement.</p> <p>Material storage yards will be located at least 500 meter downwind from populated areas, nesting place of birds and contractor's camps to minimize the impact of dust emissions;</p> <p>Storage pile activity (i.e. loading and unloading) will be confined to the downwind side of the storage pile. This practice applies to areas around the storage pile as well as the pile itself. Storage piles will also be located away from downwind site boundaries and sensitive receptors;</p> <p>Excavated materials will always be covered;</p> <p>Asphalt, hot mix and batching plants will be equipped with dust control equipment such as fabric filters or wet scrubbers to reduce level of dust emissions;</p> <p>The vehicles carrying construction materials and the construction material storage areas will be covered with tarpaulin;</p> <p>Vehicle speed in the project area will be prescribed not more than 20 km per hour and controlled accordingly especially near the sensitive receptors;</p> <p>Tires of all the vehicles leaving the site will be washed at designated washing area in vehicle parking lots. No earth, mud and dust will be deposited on the public road;</p> <p>A GRM will be put in place to receive and address complaints from the public on various aspects of environmental issues, including dust pollution</p>	CC	SC and PIU KWSSIP
	Operation of heavy equipment and vehicles will generate gaseous emissions.	<p>All vehicles, machinery, equipment and generators used during construction activities will be kept in good working condition, properly tuned and maintained in order to minimize the exhaust emissions and subsequent impacts</p> <p>Personal Protective Equipment's (PPEs) like masks, goggles which are suitable for specific jobs will be provided to workers and visitors.</p>	CC	SC and PIU KWSSIP
Noise	Operation of heavy equipment and vehicles will generate noise. Exposure to too much noise is a hearing hazard to workers and communities.	<p>Stakeholders within CoI will be notified before commencement of excavation operations;</p> <p>Regular maintenance of the machinery, equipment, and vehicles shall be carried out to minimize the noise levels. All machinery, equipment, and vehicles shall have a definite maintenance schedule and be maintained by the Contractor.</p> <p>Environmental measures such as noise barriers, etc., shall be constructed for the identified sensitive receptors before commencement</p> <p>Horns will not be used unless it is necessary to warn other road users or animals of the vehicle's approach;</p> <p>Avoid construction activities during the nighttime near residential areas;</p> <p>Contractors will comply with submitted work schedule, keeping noisy operations away from sensitive receptors; implement regular maintenance and repairs; and employ strict implementation of operation procedures;</p> <p>Sensitize truck drivers to avoid hooting, especially when passing through sensitive receptors such as mosques, churches, residential areas educational institutions and hospitals;</p>	CC	SC and PIU KWSSIP

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		<p>Locating the concrete mixing and materials shipment yards at least two kilometers away from sensitive receptors such as residential areas, schools, and hospitals, will also help reduce local noise levels;</p> <p>The plants and equipment used for construction will strictly conform to noise standards specified in the stringent environmental quality standards;</p>		
Construction waste	<p>Improper disposal of construction wastes (hazardous and non-hazardous) may cause soil pollution and water bodies.</p> <p>Improper disposal of construction waste can also lead to nuisance and hazards towards environment and local population.</p> <p>Storing of kitchen and food wastes from construction camps can serve as breeding grounds for the disease spreading vectors and rodents.</p>	<p>As part of the CESMP, a general (non-hazardous) waste management plans should be implemented at the construction site and camps and should contain the following provisions.</p> <p>Implementation of waste segregation (biodegradable and non-biodegradable) policy for all construction and operations personnel;</p> <p>Provision of solid waste handling and storage facilities, such as color-coded trash cans in common areas and strategic locations;</p> <p>Designate a temporary storage area for the domestic and construction wastes;</p> <p>The recyclable wastes, such as paper, plastics, and metals, shall be sorted accordingly and maximum efforts will be made to recover and recycle excess concrete, spilled concrete dust, sand and aggregate;</p> <p>The residual and other general solid wastes shall be disposed in their appropriate bins and in accordance with the local solid waste collection schedule</p> <p>Wastes generated from the camp site will be disposed of at SSWMB and KMC approved sites;</p> <p>Burning of waste will be prohibited;</p> <p>Construction workers and supervision staff will be encouraged and educated to practice waste minimization, reuse and recycling to reduce quantity of the waste;</p> <p>The contractor will develop specific environmental management plans for asphalt plants and concrete batching plants. These plans will incorporate the general measures as applicable to the entire project, but will also have focused mitigations for solid waste from these plants;</p> <p>A hazardous waste management plan should also be formulated and implemented:</p> <p>Proper containers must be used for each type of hazardous waste that will be generated. The container must also be closed and sealed and be properly labelled.</p> <p>Do not store incompatible hazardous wastes near each other.</p> <p>Hazardous wastes storage and labeling shall comply to the national requirements.</p> <p>The transport, treatment and disposal of the hazardous wastes shall only be done by licensed service providers.</p>	CC	SC and PIU KWSSIP
Community Health and Safety	<p>The crossing of the water pipes through major highways and roads may cause sever traffic congestion and possible road closure during construction.</p> <p>Delivery of construction materials onsite will generate traffic within the CoI.</p> <p>Excavation, stacking of material and other construction activities along the congested intra city road will also cause traffic congestion during construction phase</p>	<p>A traffic survey will be carried out by the contractor(s)/concessionaire(s) before mobilization to determine the existing traffic load and the possible traffic congestion during the construction phase.</p> <p>The contractor will be responsible for the submission of a final Traffic Management Plan (TMP) to SC for clearance, liaise with Traffic Police Department. The TMP must comprise the following:</p> <ul style="list-style-type: none"> ○ Define scope of area that will be affected by construction activities; ○ Provide sequence of construction operations; ○ Describe when each phase will commence and finish; ○ Provide duration of work; and ○ Note proposed hours of work activity on the site. <p>The public will be informed early on any closure/diversions of the roads;</p> <p>The prior notice will be publicized so that the heavy traffic will be managed in during this activity along the identified road crossings. The tunnel boring activity will be conducted in fast track and lane wise mode to avoid the complete and lengthy blockage of the roads;</p>	CC	SC and PIU KWSSIP

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		<p>All deliveries, either inbound or outbound of the construction site, may be done during off-peak hours and at designated delivery hubs located near the construction site to prevent blockage of traffic flow along public roads;</p> <p>Construction vehicles, machinery and equipment will be parked at designated areas to avoid un-necessary congestions along the roads;</p> <p>Earth material and pipes will be offloaded and stockpiled at designated areas to avoid unnecessary narrowing and disturbance along the roads;</p> <p>The traffic control as devised in TMP will be implemented. These control measures will contain details of temporary diversions, details of arrangements for construction under traffic, details of traffic arrangement after cessation of work each day, safety measures for transport of hazardous material and arrangement of flagmen;</p> <p>Special consideration will be given to the preparation of the traffic control plan for safety of pedestrians and workers at night;</p> <p>The Contractor will ensure that the diversion and detour is always maintained in running condition, particularly during the intense rainfall events to avoid disruption to traffic flow;</p> <p>Prior to creating diversions and detours the citizens will be consulted well in advance through electronic and print media and will be informed to the public through proper signs and displays;</p> <p>All the construction activities including material, and waste and surplus soil stocking will be confined to the road carriageway by the Contractor, to the minimum possible extent. In addition to that proper barricading will be provided;</p> <p>Contractor will adopt best construction practices i.e. vertical cutting approach with proper shoring and bracing, to limit the width of trench excavation;</p> <p>Traffic controls and diversions marked with signs, lights and other measures (flags) will be provided</p>		
	<p>Construction activities and vehicular movement at construction sites and access service roads may result in roadside accidents and road damages.</p>	<p>The construction activities will be planned and managed in close consultation with these stakeholders to minimize the vulnerability of above impacts on these sensitive receptors;</p> <p>The working space will be shifted to other side of the sensitive receptor which are situated within 5-13m distance from the center line of the proposed route;</p> <p>Special arrangements will be ensured to the accessibility and safety of the educational institutes which cater to toddlers and young kids.</p> <p>Workers will not be allowed to crowd together in the surroundings, and working during the peak time (school start and closure time) will be avoided;</p> <p>The speed of the vehicles will be controlled (at 30 to 40 km/hr) to reduce the probability of severe accidents, debris flows and dust emission which can harm the educational and health institutions;</p> <p>Damages of roads due to construction vehicles will be instantly repaired and/or compensated after the completion of work and restore the disturbed area to its original conditions;</p> <p>At work site, public information and caution boards will be provided including contact for public complaints.</p> <p>Proper fencing will be provided around the working area and near the sensitive receptors (specifically educational institutes, religious places and hospitals)</p> <p>Contractor will adopt best construction practices i.e. vertical cutting approach with proper shoring and bracing, to limit the width of trench excavation.</p> <p>Community awareness programs will be implemented on construction-related hazards, including awareness programs in schools, mosques, health facilities, households</p>	CC	SC and PIU KWSSIP
	<p>Quality of water resources available in the nearby local communities may get</p>	<ul style="list-style-type: none"> Oils, fuel and chemicals must be stored at bunded storage areas; 	CC	SC and PIU KWSSIP

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	contaminated due to the construction activities, oil spillage and leakage.	<ul style="list-style-type: none"> • Drainage from fuel storage tank locations, refuelling areas, and equipment service areas will be segregated from other runoff; discharge will be routed through an oil/water separator; and • All maintenance activities of heavy equipment and vehicles will be done in a designated area with cement flooring; 		
	<p>Exposure to dusts and air emissions from the construction site may cause respiratory distress most especially to the vulnerable groups such as children and the elderly.</p> <p>Exposure to hazardous materials and wastes</p>	<p>Regular water sprinkling on the site and access roads will be carried out to suppress excessive dust emission(s). The frequency of water sprinkling will be increased in summer season as per the requirement.</p> <p>Material storage yards will be located at least 500 meter downwind from populated areas, nesting place of birds and contractor's camps to minimize the impact of dust emissions;</p> <p>Storage pile activity (i.e. loading and unloading) will be confined to the downwind side of the storage pile. This practice applies to areas around the storage pile as well as the pile itself. Storage piles will also be located away from downwind site boundaries and sensitive receptors;</p> <p>Excavated materials will always be covered;</p> <p>Asphalt, hot mix and batching plants will be equipped with dust control equipment such as fabric filters or wet scrubbers to reduce level of dust emissions;</p> <p>The vehicles carrying construction materials and the construction material storage areas will be covered with tarpaulin;</p> <p>Vehicle speed in the project area will be prescribed not more than 20 km per hour and controlled accordingly especially near the sensitive receptors;</p> <p>Tires of all the vehicles leaving the site will be washed at designated washing area in vehicle parking lots. No earth, mud and dust will be deposited on the public road</p>	CC	SC and PIU KWSSIP
	Pedestrians or vehicles passing by may accidentally fall in the excavated areas especially during at night	<ul style="list-style-type: none"> • Barricades will be provided to prevent public access to all areas where construction works are on-going; • Attach warning signs, blinkers to the barricading to caution the public about the hazards associated with the works, and presence of deep excavation; • Minimize the duration of time when the trench is left open through careful planning; plan the work properly from excavation to refilling and road relaying; • Ramps will be placed in front of schools and houses gates so that accidents due to slips can be avoided; • During construction work, pedestrian and vehicular passages will be provided for crossing near settlement; • Consider guard rails at accident-prone stretches and sensitive locations • Lighting at night will be provided. • Preparation and implementation of emergency response plan 	CC	SC and PIU KWSSIP
	The local community may be at risk of contracting various communicable diseases.	<p>Labor camp will be established preferably at a reasonable distance from the residential area and labor management plan (as per the LMP of KWSSIP-2) will be formulated by Contractor to minimize the adverse impacts on local communities and workers. Preference will be given to any KWSB facility where the camp can be established without causing any hinderance or disturbance to the workers and residents of that facility;</p> <p>Trainings, awareness and campaigns will be conducted for workers and surrounding communities on awareness and prevention of COVID-19 and HIV/AIDS.</p> <p>Guidelines to combat with COVID-19</p> <p>Provide proper and free HIV/AIDS and STDs health screening and counselling for site workers and community members</p>	CC	SC and PIU KWSSIP
	Unsanitary management of the camp sites and improper management of domestic	Provision of hygienic and sanitary contractors' camp with access to safe drinking water and sanitation facilities	CC	SC and PIU KWSSIP

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	solid wastes may cause the spread of vector-borne and water-borne diseases among the workers and local communities.	<p>Proper and regular cleaning, housekeeping and management of the constructors' camp To prevent the spread of vector-borne diseases, the following measures will be implemented:</p> <ul style="list-style-type: none"> ○ Maintain the camp sites in sanitary conditions; ○ Implement solid waste management plan; ○ Elimination of unusable impoundment of water ○ Implementation of integrated vector control programs ○ Educating project personnel and area residents on risks, prevention, and available treatment 		
	<p>Vibration generated by construction activity may cause disturbance to the sensitive receptors such as hospitals, schools and mosques.</p> <p>Vibration may cause structural damage, such as cracking of floor slabs, foundations, columns, beams, or wells, or cosmetic architectural damage, such as cracked plaster, stucco, or tile</p>	<p>To minimize vibrations, machines should be mounted on shock-absorbing mountings, such as cork or reinforced concrete foundation or a floating isolated foundation set on piles, depending on the machinery. Reduction of working hours and/or introduction of short breaks during working days may also lessen the consequences of vibrations.</p> <ul style="list-style-type: none"> ● The construction activities will be planned and managed in close consultation with the stakeholders of social sensitive receptors to minimize the vulnerability of above impacts on these sensitive receptors; ● The working space will be shifted to other side of the sensitive receptor which are situated within 5-13m distance from the centre line of the proposed route; ● Schedule the major construction activities such as excavation, trenching and pipe laying during off-peak hours to avoid the disturbance on the educational institutes and hospitals. ● 	CC	SC and PIU KWSSIP
	During the construction phase of the project, conflicts may arise between labor force and local community. Use of local resources and products by the construction workers can generate stress on the local resources. Furthermore, difference in cultural values may also cause discomfort to local residents.	<p>Local labor especially from nearby communities will be given preference for the construction works Communities will be informed and consulted before commencing works inside or near the communities An effective GRM has been established for the project to resolve all issues related to the community. A separate Grievance Redress Committee for GBV cases has also been established. Create awareness among workers on proper sanitation and hygiene practices to endorse proper health and maintain good housekeeping practices at all project sites Prohibiting drugs, alcohol, weapons, and ammunition on the worksite among personnel</p>	CC	SC and PIU KWSSIP
	The influx of workers may increase the crime rate within the locality including GBV and SEA/SH.	<ul style="list-style-type: none"> ● Special arrangements will be ensured to the accessibility and safety of the educational institutes which cater to toddlers and young kids. ● Workers will not be allowed to crowd together in the surroundings and working during the peak time (school start and closure time) will be avoided; ● During the construction phase, mobility of workers in the nearby areas will be strictly restricted by the contractor to avoid any inconvenience to the local communities especially women's; ● Alternative routes for pedestrian will be provided to avoid mixing of women with workers 	CC	SC and PIU KWSSIP
Biodiversity	About 1,685 trees within RoW are to be removed to make way for the proposed project.	<ul style="list-style-type: none"> ● The contractor shall clearly mark each tree that is required to be removed; ● The local population of these species of conservation importance will be recorded prior to construction and strict monitoring as well as record will be maintained to ensure that there is no illegal cutting and damage of these species due to the project interventions; ● A tree plantation sub-plan (refer Annex-IX) has been formulated with the recommendations and technical support of concerned Departments (KMC, Park and Horticulture Department, Sindh Forest Department) which will be implemented during construction phase; ● Trees that will be cut is limited to RoW only 	CC	SC and PIU KWSSIP

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		<ul style="list-style-type: none"> Replacement of cut trees (1:10) In case if vegetation removal is unavoidable, trees under 2m height will be translocated to a receptor site with appropriate soil conditions and growing conditions, as identified by a suitably qualified ecologist; 		
	Disturbance of fauna species due to noise generated and dust emissions.	<ul style="list-style-type: none"> Implementation of noise and dust mitigating measures as discussed above In case of appearance of any endangered/threatened wildlife species respective regulatory authority must be informed as early as possible. 		
Operation				
Air	A standby diesel generator will be used during maintenance activities. The operation of the generator will have gaseous emission from fuel burning.	<ul style="list-style-type: none"> Ensure proper maintenance of the genset Provide stack with enough height to ensure the dispersion of gas emission Use of genset with low emissions 	KWSB	KWSB
Noise	The operation of the generator may generate noise.	<ul style="list-style-type: none"> Ensure proper maintenance of the genset If possible, provide enclosure to genset 	KWSB	KWSB
Wastewater	Maintenance of the water pipers will include flushing of the water pipes to remove accumulated sediments or other impurities in the pipe. This will generate flushed water that may pollute the receiving water body if discharged directly.	<ul style="list-style-type: none"> Discharge the flushed water to existing sewerage system 	KWSB	KWSB
Community Health and Safety	Pipe leakages, bursts or blockages may cause localized and temporary flooding in the area.	<ul style="list-style-type: none"> Conduct regular inspection and maintenance of the water pipes Develop and implement emergency response plan Implement leak detection and repair program 	KWSB	KWSB
	Contaminants may enter the water conveyance due to pipe breakage or damage and from illegal water connections along the line.	<ul style="list-style-type: none"> Develop and implement Water Safety Plan Conduct regular inspection and maintenance of the water pipes Implement leak detection and repair program 	KWSB	KWSB
	In case there is a need to repair pipes, temporary traffic in the area may be experienced	<ul style="list-style-type: none"> Develop and implement traffic management plan Any closure of the roads (especially main roads) and deviations / diversions proposed will be informed to the riders through standard signs and displays; Conduct repair activities during non-peak hours 	KWSB	KWSB

1.2.4 Training and Capacity Building

32. To enhance the capacity of the Proponent as well as the Contractor, training will be imparted related to the environmental and social issues of the proposed project, implementation of mitigation measures and the monitoring protocols and reporting mechanism will also be carried out.
33. In-house training for the project staff including contractor, consultant and the supervision staff of the Proponent will be ensured through the provision of one-day basic training and one-day advanced training, covering environmental and social aspects of the development projects in general, and implementation requirements with emphasis on the roles and responsibilities of the PIU of KWSSIP-2 and the contractor staff while executing the environmental and social management and monitoring plan in particular. The training protocols will include the following aspects:
- Procedures for monitoring the air quality parameters and measures to be adopted for avoiding or minimizing air pollution, particularly from the concrete batching plant, haul-trucks, etc.;
 - Procedures for monitoring water quality parameters and measures to be adopted for avoiding or minimizing water pollution, particularly from the wastewater effluent generated from the workshops, machinery washing yards, and other obnoxious chemicals;
 - Safe waste management and disposal practices;
 - Safe noise levels from the construction machinery etc.;
 - General housekeeping and cleanliness;
 - Communicable diseases;
 - Safety measures against hazards for workforce and the local communities arising from the construction activities;
 - Use of safety gadgets by the workforce; and
 - Any other environment and social topic which are required to properly implement the ESMP.
34. Training plan along with the required trainer, trainee, schedule and content for the project staff at site during the construction phase of the proposed project is provided in Table 0-3.
35. A comprehensive training manual will be developed and implemented by the Contractor with prior consent of SC environmental staff.

Table 0-3: Training Plan for the Project Staff during Construction Stage

Sr. No.	Training Activity	Participants	Trainer	Mode of Training	Content	Scheduling
1.	Site Orientation and Induction	CC and SC	PIU KWSSI P-2	Presentati on / Lecture	Awareness about Site,	Once for each individual

Sr. No.	Training Activity	Participants	Trainer	Mode of Training	Content	Scheduling
					working protocols	
2.	ESMP and Environment Code of Practices	CC	SC and PIU KWSSI P-2	Presentati on	Awareness and applicability of ESMP and environmental code of practices	Monthly
3.	Emergency Response and Use of Fire Extinguishers	CC	SC and PIU KWSSI P-2	Presentati on	Potential natural and other hazard/emergencies and dealing with emergency and fire to minimize damage	Twice
4.	Resettlement Related Issues and Grievance Redress	CC	SC and PIU KWSSI P-2	Presentati on	Awareness on ESS-5 (Involuntary Resettlement)	Twice
5.	Labor Management Procedures	CC	SC and PIU KWSSI P-2	Presentati on	Awareness on ESS-2 (Labor and Working Conditions)	Twice
6.	Gender Aspects including GBV/SEA/SH/ Violence against children (VAC)	CC	SC and PIU KWSSI P-2	Presentati on	Awareness on GBV, gender equality, gender related issues and their redress; awareness regarding GAP	Twice

Sr. No.	Training Activity	Participants	Trainer	Mode of Training	Content	Scheduling
7.	Stakeholder Engagement	CC	SC and PIU KWSSI P-2	Presentati on	Interaction with the PAPs (if applicable) and Other Interested Parties, Awareness on ESS-10 (Stakeholder Engagement)	Twice
8.	Awareness workshop regarding COVID 19 and other vector borne diseases	CC	SC and PIU KWSSI P-2	Presentati on	Risk, Prevention and available treatment	Once
9.	First Aid and Cardiopulmonary resuscitation (CPR)	CC	SC and PIU KWSSI P-2	Presentati on	Onsite first aid procedures	Once
10.	Compliance of SEPA NOC (Environmental Approval) and WB ESS	CC	SC and PIU KWSSI P-2	Presentati on	Awareness on SEPA NOC, rules, guidelines, regulation and standards for satisfactory compliance	Once

1.3 Environmental and Social Monitoring Plan

36. The objectives of environmental and social monitoring plan during the construction and O&M phases are as follows:

- Monitor the actual project impacts on physical, ecological and socio-economic receptors;
- Recommend mitigation measures for any unforeseen impact or where the impact level exceeds the anticipated level in the ESIA;
- Ensure compliance with legal and community obligations including safety during construction and O&M phases;

- Ensure the safe disposal of excess construction materials, solid waste, water and wastewater and gaseous emissions;
- Appraise the adequacy of the ESIA with respect to the project's predicted long-term impacts on the area's physical, ecological and socio-economic environment;
- Evaluate the effectiveness of the mitigation measures proposed in the ESMP and recommend improvements in ESMP, if required; and
- Compile periodic incidents / accidents data to support analyses that will help to minimize future risks.

37. PIU of KWSSIP will be responsible for all the monitoring activities. All the findings and results in the form of monitoring report will be finally shared with respective SEPA as well as WB as per the reporting mechanism.

38. The environmental and social monitoring plan is in Table 0-4.

Table 0-4: Environmental and Social Monitoring Plan

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
Construction Phase						
1	Effluent Quality	pH, temperature, DO, Turbidity, TOC, Total P, TSS; BOD5, COD, Cd, Cu, Fe, Pb, Oil and Grease, fecal coliform	<ul style="list-style-type: none"> Contractors' camps Concrete preparation plants Fuel (Petrol, Oil and Grease) products storage areas Vehicle and machines repairing and servicing yards 	Grab sampling and laboratory testing of water samples by SEPA approved Laboratory for monitoring.	<ul style="list-style-type: none"> Once before the start of construction by activity monitors and reported; and On quarterly basis during the construction 	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase
2	Drinking Water	All parameters of drinking water as per stringent environmental quality standards.	<p>Construction site, camps area and nearby residential areas within the RoW/CoI.</p> <p>Estimated sampling points will be verified at construction stage.</p>	Discrete grab sampling and laboratory testing of drinking water samples by SEPA approved Laboratory for monitoring.	<ul style="list-style-type: none"> Once before the start of construction by activity monitors and reported; and On quarterly basis during the construction. 	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
3	Soil Quality	Total Phosphate, Nitrate, Ammonia, heavy metals	<ul style="list-style-type: none"> • Construction Camp • Equipment washing yards. • Spillage points of fuel, chemicals and lubricants • Concrete batching plants 	Sampling and laboratory testing for soil samples.	<ul style="list-style-type: none"> • Once before the start of construction by activity monitors and reported; and • On quarterly basis during the construction. 	<ul style="list-style-type: none"> • Contractor during Construction Phase • Compliance monitoring lies with SC during Construction Phase
4	Dust Emissions	PM ₁₀ PM _{2.5} as per stringent environmental quality standards	<p>Sensitive receptors within the RoW/CoI, construction site, camps area.</p> <p>Estimated sampling points will be verified during construction stage.</p>	Ambient Air Monitoring equipment (1-hr)	<ul style="list-style-type: none"> • Once before the start of construction by activity monitors and reported; and • On quarterly basis during the construction. 	<ul style="list-style-type: none"> • Contractor during Construction Phase • Compliance monitoring lies with SC during Construction Phase
5	Noise Pollution	Day and nighttime noise monitoring in dBA Leq. as per stringent environmental quality standards	<ul style="list-style-type: none"> • Sensitive receptors within the RoW/CoI. Estimated sampling points will be verified during construction stage. • Construction camps • Equipment yards 	Monitoring of noise level at site	<ul style="list-style-type: none"> • Once before the start of construction by activity monitors and reported; and 	<ul style="list-style-type: none"> • Contractor during Construction Phase • Compliance monitoring lies with SC during

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
					<ul style="list-style-type: none"> On monthly basis during the construction (spot measurement regular daily basis keeping in view the day-to-day application of different heavy noise causing equipment by the contractor). 	Construction Phase
6	Air Pollution	CO, CO ₂ , SO _x , NO _x , HC and PM _{2.5} PM ₁₀ and compliance with stringent environmental quality standards	Major receptors within the RoW/CoI. Estimated sampling points will be verified during construction stage.	Ambient air quality monitoring.	<ul style="list-style-type: none"> Once before the start of construction by activity monitors and reported; and On quarterly basis during the construction. 	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
		Vehicular emissions as per stringent environmental quality standards.	Emissions from trucks and other vehicles.	Emission tests	<ul style="list-style-type: none"> On quarterly basis during the construction 	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase
7	Ecological Resources	Tree cutting	Proposed project routes along the RoW/CoI.	<p>Visual checks to ensure that only marked trees are cut within the project corridor.</p> <p>Inventory of existing trees, cut trees, and planted trees.</p>	<ul style="list-style-type: none"> Once before the start of construction by activity monitors and reported; and On quarterly basis during the construction. 	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase
8	Public Infrastructure	Disturbance or damage to public infrastructure	Public infrastructures within the RoW/CoI.	Random visits and consultations with vulnerable.	Reporting will be done on the basis of RP recommendation.	<ul style="list-style-type: none"> Contractor during Construction Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
			These structures will be verified prior to the start of construction.	Review of grievances raised, if any		<ul style="list-style-type: none"> Compliance monitoring lies with SC during Construction Phase
9	Community around the project corridor	Use of common resources. Hindrance to mobility. CHS	<ul style="list-style-type: none"> Communities within the RoW/CoI. 	Community consultations Review of grievances raised, if any	Reporting will be done on the basis of RP recommendation.	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase
10	Waste Management	Inspection of waste and spoil disposal	<ul style="list-style-type: none"> Main project area (RoW) Construction camps and Offices. Equipment yards. Other project allied facilities 	Visual Observations, Monitoring and Audits Record review	<ul style="list-style-type: none"> Monitoring and reporting on monthly basis during the construction stage 	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
11	Labor Management and Working Conditions	As per the LMP of KWSSIP-2 which include but not limited to OHS, hygiene facilities, appropriate camps area, etc.	<ul style="list-style-type: none"> • Main project area (RoW) • Construction camps and Offices. • Equipment yards. • Other project allied facilities 	Visual Observations, Incident/accident register Monitoring and Audits	<ul style="list-style-type: none"> • Monitoring and reporting on monthly basis during the construction stage; 	<ul style="list-style-type: none"> • Contractor during Construction Phase • Compliance monitoring lies with SC during Construction Phase
12	Traffic Safety and Management	As per the TMP which include but not limited to the observation of traffic congestion at bottleneck areas, provision of signs and signal, vehicular inspection, driving safety protocols, etc.	<ul style="list-style-type: none"> • Main project area (RoW and CoI) • Construction camps and Offices. • Equipment yards. • Other project allied facilities 	Visual Observations, Vehicle Log Books, Monitoring and Audits	<ul style="list-style-type: none"> • Monitoring and reporting on monthly basis during the construction stage. 	<ul style="list-style-type: none"> • Contractor during Construction Phase • Compliance monitoring lies with SC during Construction Phase
13	Social aspects including GBV and other Grievances	Social and cultural conflicts, SEA/SH complaints, grievances related to livelihood	<ul style="list-style-type: none"> • Main project area (RoW and CoI) • Construction camps and Offices. • Equipment yards. 	Visual Observations and consultations, Grievance Redress/Social	<ul style="list-style-type: none"> • Monitoring and reporting on monthly basis during the 	<ul style="list-style-type: none"> • Contractor during Construction Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
		impacts, child abuse, etc.	<ul style="list-style-type: none"> Other project allied facilities 	Complaint Register, Monitoring and Audits	construction stag	<ul style="list-style-type: none"> Compliance monitoring lies with SC during Construction Phase
14	OHS; CHS; accidents and incidents	As per O&CHS sub-plan which include but not limited to the inspection of working KWSSIPs, work permits, provision and availability of mandatory PPEs, Community complaints on H&S	<ul style="list-style-type: none"> Main project area (RoW and CoI) Construction camps and Offices. Equipment yards. Other project allied facilities 	Visual Observations and consultations, Grievance Redress/Social Complaint Register, Incident/accident register, Monitoring and Audits	<ul style="list-style-type: none"> Monitoring and reporting on monthly basis during the construction stage 	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase
15	Chemical Storage and Handling	Safety Data Sheets, Leakage and spills, Segregated handling and storage of chemicals, availability of fire extinguishers	<ul style="list-style-type: none"> Main project area (RoW and CoI) Construction camps Equipment yards. Other project allied facilities 	Visual Observations, Chemical Storage inventory, Incident/accident register,	<ul style="list-style-type: none"> Monitoring and reporting on monthly basis during the construction stage 	<ul style="list-style-type: none"> Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
				Monitoring and Audits		
16	AED Activities	Any AED activities carried out in the project area during the construction phase	<ul style="list-style-type: none"> Entire project area 	Visual observation; Official record of AED activities	<ul style="list-style-type: none"> Monthly basis 	<ul style="list-style-type: none"> SC
O&M Phase						
1	Effluent	Monitoring of all parameters of effluent as per stringent environmental quality standards.	<ul style="list-style-type: none"> O&M Offices and Buildings 	Discrete grab sampling and laboratory testing of water samples by SEPA approved Laboratory for monitoring.	<ul style="list-style-type: none"> Bi-annually 	<ul style="list-style-type: none"> KWSB during O&M Phase
2	Drinking Water	Monitoring of all parameters of drinking water as per stringent environmental quality standards.	<ul style="list-style-type: none"> O&M Offices and Buildings 	Grab sampling and laboratory testing of drinking water samples by SEPA approved	Quarterly	<ul style="list-style-type: none"> KWSB during O&M Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
				Laboratory for monitoring.		
3	Waste Management	Inspection of waste and spoil disposal in accordance with Waste Management Plan	<ul style="list-style-type: none"> • O&M Offices and Buildings • Maintenance sites 	Visual Observations, Monitoring and Audits	Quarterly	<ul style="list-style-type: none"> • KWSB during O&M Phase
4	Social aspects including GBV and other Grievances	Social and cultural conflicts, SEA/SH complaints, grievances related to livelihood impacts, child abuse, etc.	<ul style="list-style-type: none"> • O&M Offices and Buildings • Maintenance sites 	Visual Observations and consultations, Grievance Redress/Social Complaint Register, Monitoring and Audits	Bi-annually	<ul style="list-style-type: none"> • KWSB during O&M Phase
5	OHS; CHS; accidents and incidents	As per O&CHS sub-plan which include but not limited to the	<ul style="list-style-type: none"> • O&M Offices and Buildings • Maintenance sites 	Visual Observations and consultations,	Bi-annually	<ul style="list-style-type: none"> • KWSB during O&M Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
		inspection of working KWSSIPs, work permits, provision and availability of mandatory PPEs, Community complaints on H&S		Grievance Redress/Social Complaint Register, Incident/accident register, Monitoring and Audits		
6	Pipe leaks/damages	Leaks or damages of water pipes	Along water pipe routes	Visual inspection	As per leak detection and repair program	<ul style="list-style-type: none"> • KWSB during O&M Phase

1.4 Environmental and Social Monitoring Cost Estimation

39. The cost for ESMP will be part of the contract document with the Contractor. It must be noted that environmental cost will not be a separate entity because all of its components will be addressed in the bidding document under various heads of account. For instance, tree plantation will be a part of landscaping, etc. The annual estimated cost for the implementation of environmental monitoring for both sections of the proposed project is given in Error! Reference source not found. along with sampling parameters and frequency during construction and operational phases. This cost will be included in PC-1 of the proposed project and will be approved from Executive Committee of National Economic Council - ECNEC (final financial approving authority for public sector developmental projects) as a part of ESMP implementation cost along with overall project cost.
40. The total estimated cost for the environmental and social management, monitoring and auditing during pre-construction, construction and O&M (annual cost and will be updated for next upcoming years accordingly) comes to about **PKR 7.71 million** excluding resettlement and compensation cost.

Key Personnel Requirements

Key Personnel

Sr. No.	Personnel	Relevant Academic Qualifications	Minimum Years of Relevant Work Experience	Nos. Required
1	Project Manager (Contractor's Representative)	B.E / BSc. Civil or Mechanical Engineer	15	01
2	Construction Manager Civil	B.E / BSc. Civil Engineer	10	02
3	Construction Manager Mechanical	B.E / BSc. Mechanical Engineer	10	02
4	Contracts/Planning Engineer	B.E / BSc. Civil Engineer	10	01
5	Material Engineer	B.E / BSc. Civil Engineer/ Geology	05	01
6	HSE Engineer	B.E / BSc. Civil or Mechanical or Chemical or equivalent Engineer	05	01
7	E&SS Expert	B.E / BSc. Civil or Environmental Engineer/ Environmental Sciences	05	01
8	Environmental Specialist	B.Sc. Environmental Engineering	05	01
9	Social Specialist	M.Sc. Sociology	05	01
10	OHS Specialist	B.Sc. Environmental Engineering with OHS Certification	05	01
11	Medical Officer	Valid certificate/degree in first-aid and emergency medical treatment from Pakistan Safety Council Approved Institution	05	01

*

Section 6. General Conditions of Contract (GCC)

This Section contains the General Conditions that govern the Contract. These Conditions are subject to the variations and additions set out in Section 7, Particular Conditions of Contract (PCC). *[This Section shall be part of the Contract.]*

[The General Conditions shall be the Conditions of Contract (referred in the following box); no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise. The Bidders are advised to obtain copies directly from FIDIC.]

Red Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017, reprinted 2022 with amendments” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the World Bank’s COPA and the amendments and additions to such General Conditions.

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

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The standard text of the General Conditions must be retained intact. Any amendments and additions to the GCC, specific to the Project, are introduced in Section 7, Particular Conditions of Contract (PCC), including Part A (Contract Data) and Part B (Special Provisions). Clause numbers in the PCC

correspond to those in the GCC. As per GCC 1.5 (Priority of Documents), the PCC take precedence over the GCC.

Part A (Contract Data) of the PCC includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet (BDS) complements the Instructions to Bidders (ITB).

Part B (Special Provisions) provides provisions specific to Pakistan and the domestic projects' normal requirements. Whoever modifies the Special Provisions for a specific Project in Pakistan should be thoroughly familiar with the provisions of the GCC and with any specific requirements of the Project and the Contract, besides those of the funding agency. Legal advice is recommended when amending the provisions or drafting new ones. The Special Provisions, under Section 7 (PCC) of this Sample National Bidding Document (SNBD), have been prepared for an ad measurement (unit price or unit rate) type of contract and cannot be used for other types of contracts.

The PCC also include Part C (Corruption and Integrity Pact), Part D (ESHS) and Part E (SEA); as and if required by the funding source.]

Section 7. Particular Conditions of Contract (PCC)

This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. *[This Section, with its complete contents, along with Parts C, D and E (as required by funding source), shall be a part of the Contract.]*

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	05% plus the 08% provision of Income Tax (to be deducted at Source under prevailing Income Tax Rules)
Defects Notification Period	1.1.27	365 days (one year)
Employer's name and address	1.1.31	<u>Project Implementation Unit (PIU) Karachi Water & Sewerage Services Improvement Project (KWSSIP), Karachi Water & Sewerage Corporation (KW&SC)</u> 40-G, Street 40, Block 6 PECHS, Karachi, Pakistan
Engineer's name and address	1.1.35	<u>Project Manager</u> <u>Construction Supervision Consultant</u>
Sections	1.1.73	<u>Not Applicable</u>
Site	1.1.74	Common Corridor with KBRT-2.7 km from Nipa to Hassan Square
Time for Completion	1.1.84	180 days
Bank's name	1.1.89	International Bank for Reconstruction & Development (IBRD), Asian Infrastructure Investment Bank (AIIB)
Borrower's name	1.1.90	Islamic Republic of Pakistan
Electronic transmission system	1.3 (a) (ii)	N/A
Address of Employer for communications:	1.3(d)	Project Implementation Unit (PIU) Karachi Water & Sewerage Services Improvement Project (KWSSIP), Karachi Water & Sewerage Corporation (KW&SC) 40-G, Street 40, Block 6 PECHS, Karachi, Pakistan musman@kwSSIP.gos.pk
Address of Engineer for communications:	1.3(d)	[Insert electronic transmission systems too]

Conditions	Sub-Clause	Data
Address of Contractor for communications:	1.3(d)	<i>[Insert electronic transmission systems too]</i>
Governing Law	1.4	Laws of Islamic Republic of Pakistan
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	07 Additional Copies
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	1.15 times the Contract Amount
Time for access to the Site	2.1	<i>No later than the Commencement Date</i>
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of One Percent (01%) Similarly, when cumulative of all Variations results in an increase of the Accepted Contract Amount in excess of One (1%), any further Variation shall require prior consent of the Employer.
Cyber security- Contractor's obligations	4.1	<u>Not Applicable</u>
Performance Security	4.2	The Performance Security shall be in the form of an unconditional and irrevocable Bank Guarantee issued by a Scheduled Bank in Pakistan in the amount of Nine percent (09%) of the Accepted Contract Amount and in the same currency of the Accepted Contract Amount. In case of foreign Bank Guarantee, it shall be counter guaranteed by a Scheduled Bank in Pakistan. In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture.
Environmental and Social (ES) Performance Security	4.2	The ESHS Performance Security will be in the form of a "demand guarantee" in the amount(s) of One percent (01%) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notification of errors in the items of reference	4.7.2 (a)	Twenty-Eight (28) days

Conditions	Sub-Clause	Data
Period of payment for temporary utilities	4.19	<u>Not Applicable</u>
Number of additional paper copies of progress reports	4.20	<i>Additional Four (4) copies</i>
Cyber security	4.20	<i>Not Applicable</i>
Cyber security-immediate reporting	4.20	<i>Not Applicable</i>
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	Ten (10) %
Parts of the Works for which subcontracting is not permitted	5.1(b)	<i>Not Applicable</i>
Normal working hours	6.5	<i>8:00 AM to 5:00 PM inclusive of one hour break (9 hours per day or 48 hours per week or as approved by the Engineer. Should the Contractor require additional working hours, or weekend working, he shall submit a request to the Engineer for permission to work extended hours, giving full reasons and justification for the requests. Approval to such requests will not be granted on a regular basis, but only in exceptional circumstances. The Contractor may have the option to work round the clock and on locally recognized days of rest in accordance with the prevalent Government of Pakistan / Provincial Labour Laws subject to prior approval of the Engineer.</i>
Number of additional paper copies of program	8.3	<i>Additional Four (4) copies Two (02) for the Engineer; two (2) for the Employer</i>
Delay damages payable for each day of delay	8.8	0.1% of the Accepted Contract Amount, less provisional sum, for DAAB .
Maximum amount of delay damages	8.8	05% of the Accepted Contract Amount less provisional sum for DAAB.
Method of measurement	12.2	It shall be in accordance with the Bill of Quantities, other applicable Schedule(s), or other relevant provisions of the Contract
Percentage profit	12.3	As stated under 1.1.20 above
Cyber security- Variation	13.3.1(a)	<i>Not Applicable</i>

Conditions	Sub-Clause	Data
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	<i>As stated under 1.1.20 above</i>
Adjustments for Changes in Cost	13.7	The prices quoted by the Bidder <i>are</i> subject to adjustment during the performance of the Contract
Total advance payment	14.2	10 % Percent of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable against an advance payment guarantee of the same amount. The Advance Payment Guarantee shall be in the form of an unconditional and irrevocable Bank Guarantee issued by a Scheduled Bank in Pakistan. In case of foreign Bank Guarantee, it shall be counter guaranteed by a Scheduled Bank in Pakistan.
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency 10 % (b) percentage deductions for the repayment of the Advance Payment 25%
Period of payment	14.3	<i>After the end of each month</i>
Number of additional paper copies of Statements	14.3(b)	<i>Additional Four (4) copies Two (02) for the Engineer; two (2) for the Employer</i>
Percentage of retention	14.3(iii)	The proportion of payments retained from each invoice as Retention Money shall be @ 10% of IPC.
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	Ceiling amount of Retention Money shall be @ 10% of the Accepted Contract Amount.
Plant and Materials	14.5(b)(i)	Not Applicable
	14.5(c)(i)	Not Applicable
Minimum Amount of Interim Payment Certificates	14.6.2	3 % of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	Not Applicable
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days

Conditions	Sub-Clause	Data
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	42 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
Financing charges for delayed payment [percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)]	14.8	KIBOR + 1%
Number of additional paper copies of draft Final Statement	14.11.1(b)	Additional Four (4) copies Two (02) for the Engineer; two (2) for the Employer
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	Not Applicable
Permitted deductible limits	19.1	Insurance required for the Works: 115% Insurance required for liability for breach of professional duty: 30% Insurance required against liability for fitness for purpose:20% Insurance required for injury to persons and damage to property: PKR 10.00 million Insurance required for death: PKR 15.00 million Other insurances required by Laws and by local practice: •Compulsory Third-Party Insurance of Vehicles (against any accident) under the Motor Vehicles Act, 1939. •Employer's Liability •Third Party Liability Insurance
Additional amount to be insured (as a percentage of the replacement value of Works, if less or more than 15%)	19.2.1(b)	Percent (15%)
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	All Exceptional Risks which are insured by the reputable insurance companies including civil, riot, commotion, terrorism, earthquake, floods, fire etc.

Conditions	Sub-Clause	Data
Extent of insurance required for Goods	19.2.2	Full replacement value including delivery to the Site
Amount of insurance required for Goods		Full replacement cost including delivery to the Site
Amount of insurance required for liability for breach of professional duty; against Contractor's design obligations, if any	19.2.3(a)	N/A
Insurance required against liability for fitness for purpose; against Contractor's design obligations, if any	19.2.3(b)	N/A
Period of insurance required for liability for breach of professional duty; against Contractor's design obligations, if any	19.2.3	N/A
Amount of insurance required for injury to persons and damage to property	19.2.4	Insurance required for injury to persons and damage to property: PKR 10.00 million
		Insurance required for death: PKR 15.00 million
Other insurances required by Laws and by local practice (give details)	19.2.6	<ul style="list-style-type: none"> •<i>Compulsory Third-Party Insurance of Vehicles (against any accident) under the Motor Vehicles Act, 1939.</i> •<i>Employer's Liability</i> •<i>Third Party Liability Insurance</i> •<i>Insurance for Construction Plant and Machinery (CPM)</i>
Time for appointment of Adjudicator (DAAB)	21.1	42 days after signature by both parties of the Contract Agreement
The Adjudicator (DAAB) shall be comprised of	21.1	One sole Member
List of proposed Adjudicator (DAAB)	21.1	Proposed by Employer <i>1. Mr. Syed Wasiuddin, Director Works & Services NED, UET</i>

Conditions	Sub-Clause	Data
Adjudicator (DAAB) Appointment (if not agreed) to be made by the Parties	21.2	Chairman Pakistan Engineering Council
Rules of arbitration and administration of arbitration proceedings	21.6 (a)	Arbitration Act of Pakistan, 1940, as amended from time to time; and Rules made thereunder
Place of arbitration	21.6 (b)	Karachi, Pakistan
Language of arbitration	21.6 (c)	English
Eligible Countries	22	Refer Part B - Special Provisions

Part B - Special Provisions

Clause/Sub-Clause	Special Provisions
Sub-Clause 1.1.49 Laws	The Sub-Clause is replaced with: “ Laws ” means all national (or state/provincial) legislation, statutes, acts, ordinances, laws, rules and regulations and by-laws of any legally constituted public authority.”
Sub-Clause 1.1.51 Letter of Tender	“ Letter of Tender ” includes Letter of Bid [Technical Part] and Letter of Bid [Financial Part].
Sub-Clause 1.1.74 Site	The Sub-Clause is replaced with: “ Site ” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”
Sub-Clause 1.1.76 Specification	“ Specification ” comprises all the requirements that are specified under the Work’s Requirements (particularly the Technical Specifications) and all other requirements specified in Contract documents including but not limited to Environment, Social, Health and Safety Management Plan; Key Personnel requirement; and Equipment requirements.
New Sub-Clauses 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88	
New Sub-Clause 1.1.89 Bank	“ Bank ” means the financing institution (if any) named in the Contract Data.
New Sub-Clause 1.1.90 Borrower	“ Borrower ” means the person (if any) named as the borrower in the Contract Data.
New Sub-Clause 1.1.91 ES	“ ES ” means Environmental and Social including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH), as well as Health and Safety; it is thus expressed either by “ ES ” or “ ESHS ”.
New Sub-Clause 1.1.92 Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)	<p>“Sexual Exploitation and Abuse” “(SEA)” means the following:</p> <p>Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</p> <p>“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.</p> <p>“SEA/SH Prevention and Response Obligations” means the Contractor’s obligations in regard to the prevention of and response to SEA/SH as set forth in Sub-Clauses 4.1 [Contractor’s General Obligations], 4.20 [Progress Reports], 4.25</p>

Clause/Sub-Clause	Special Provisions
	[Code of Conduct], 5.1[Subcontractors], 6.9 [Contractor’s Records], and 6.27 [Respectful Work Environment].
Sub-Clause 1.2 Interpretation	The sub-paragraph (a) is replaced with the following: (a) “Words indicating one gender include all genders; “he/she” is replaced with:” it;” “him/her” is replaced with “it;” “his” and “his/her” are replaced with: “it’s;” “himself/herself” are replaced with: “itself.” Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). sub-paragraph (k) is added: (k) “The word “tender” is synonymous with “bid” or “proposal,” the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents,” as applicable.”
Sub-Clause 1.5 Priority of Documents	The following documents are added in the list of Priority Documents after (e): “(f) the Particular Conditions Part C- Corruption, and Integrity Pact: Fraud and Corruption or and Integrity Pact; (g) the Particular Conditions Part D- Environmental, Social, Health and Safety (ESHS): Environmental and Social (ES) Metrics for Progress Reports (h) the Particular Conditions Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;” and the list renumbered accordingly. The expression “the Specification”, having priority over “the Drawings”, shall also include Technical Specifications (General Specifications; and Special Specifications, if any, that will override the General Specifications.)
Sub-Clause 1.6 Contract Agreement	In the first paragraph, “Employer” is replaced with: “Contractor”.
Sub-Clause 1.12 Confidentiality	The following is added at the end of the second paragraph: “The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.” “or” at the end of (b) is deleted. “or” at the end of (c) is added. The following is then added as (d): “is being provided to the Bank.”
New Sub-Clause 1.17 is added	

Clause/Sub-Clause	Special Provisions
<p>New Sub-Clause 1.17</p> <p>Inspections and Audit</p>	<p>“Pursuant to Particular Conditions - Part C- under: sub-item 2.2 (e) of Fraud and Corruption , the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to New Sub-Clause 15.8 [Fraud and Corruption] which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). The Bank’s right to inspect the Site, assets and/or the Contractor’s accounts, records and other documents relating to the procurement and performance of the Contract shall survive termination and/ or expiration of this Contract.</p>
<p>Sub-Clause 2.4</p> <p>Employer’s Financial Arrangements</p>	<p>The first paragraph is replaced with:</p> <p>“The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer’s obligations under the Contract.”</p> <p>; The following paragraph is added at the end of the Sub-Clause:</p> <p>“In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within seven (7) days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available.</p>
<p>Sub-Clause 2.6</p> <p>Employer-Supplied Materials and Employer’s Equipment</p>	<p>The following is added after the last paragraph of the Sub-Clause:</p> <p>“The Employer shall supply to the Contractor the Employer-Supplied Materials listed in the Works’ Requirements, at the time(s) stated in the Works’ Requirements (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).</p> <p>When made available by the Employer, the Contractor shall visually inspect the Employer-Supplied Materials and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [Variation by Instruction].</p> <p>After this visual inspection, the Employer-Supplied Materials shall come under the care, custody and control of the Contractor. The Contractor’s obligations of</p>

Clause/Sub-Clause	Special Provisions
	<p>inspection, care, custody, and control shall not relieve the Employer of liability of any shortage, defect or default not apparent from a visual inspection.”</p> <p>The following is added after the last paragraph of the Sub-Clause:</p> <p>“The Employer shall make the Employer’s Equipment listed in the Works’ Requirements available to the Contractor at the time(s) stated in the Works’ Requirements (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).</p> <p>Unless expressly stated otherwise in the Works’ Requirements, the Employer’s Equipment shall be provided for the exclusive use of the Contractor.</p> <p>When made available by the Employer, the Contractor shall visually inspect the Employer’s Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [Variation by Instruction].</p> <p>The Contractor shall be responsible for the Employer’s Equipment while it is under the Contractor’s control and/or any of the Contractor’s Personnel is operating it, driving it, directing it, using it, or in control of it.</p> <p>The Contractor shall not remove from the Site any items of the Employer’s Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor’s personnel to or from the Site.”</p>
<p>Sub-Clause 3.2 Engineer’s Duties and Authority</p>	<p>The following is added at the end of the third paragraph:</p> <p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>a) Sub-Clause 13.2 [Value Engineering]: stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2; or</p> <p>b) Sub-Clause 13.3 [Variation Procedure]: instructing a Variation, except:</p> <p>(i) if, in the opinion of the Engineer, an emergency situation occurs that may affect the safety of life or of the Works or of adjoining property. In such a situation, the Engineer may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work, or to do all such things, as may, in the opinion of the Engineer, be necessary to abate or reduce the risk and the Contractor shall forthwith comply with such instruction; or</p> <p>(ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data (against this Sub-Clause).</p>
<p>Sub-Clause 3.3 Engineer’s Representative</p>	<p>The following is added at the end of the Sub-Clause:</p> <p>“The Employer reserves the right to appoint an engineering firm, for resident supervision of execution of the Works by a team, that shall act as Engineer’s Representative. However, in case the Employer requires the Engineer to appoint an</p>

Clause/Sub-Clause	Special Provisions
	independent Engineer's Representative, the Engineer shall obtain the consent of the Employer before appointing or replacing its Representative."
Sub-Clause 3.6 Replacement of the Engineer	In the first paragraph, "42 days" is replaced with: "21 days"; In the second paragraph, "shall" is replaced with: "should."
Sub-Clause 4.1 Contractor's General Obligations	<p>The following is added after the paragraph "The Contractor shall provide the Plant (and spare parts, if any) ...":</p> <p>"All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank."</p> <p>The following is added after the paragraph "The Contractor shall, whenever required by the Engineer...":</p> <p>"The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental, social, health and safety risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs), and Code of Conduct for Contractor's Personnel (ES) Form, submitted as part of the Bid and agreed as part of the Contract.</p> <p>The Contractor shall submit to the Engineer for Review any additional MSIPs as are necessary to manage the risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental, Social, Health and Safety Management Plan (C-ESHSMP). The Contractor shall review the C-ESHSMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESHSMP shall be submitted to the Engineer for Review.</p> <p>The C-ESHSMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESHSMP and its updates shall be as described in Sub-Clause 4.4.1 [Preparation and Review]."</p> <p>The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively.</p> <p>"If so, stated in the Specification, the Contractor shall:</p> <ul style="list-style-type: none"> (i) design structural elements of the Works taking into account climate change considerations; (ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances;

Clause/Sub-Clause	Special Provisions
	<p>(iii) consider the incremental risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events; and</p> <p>(iv) any other requirement stated in the Specification.”</p> <p>The following is added at the end of the Sub-Clause:</p> <p>“The Contractor shall provide relevant contract-related information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:</p> <p>(i) are affected or likely to be affected by the Contract; and</p> <p>(ii) may have an interest in the Contract.</p> <p>The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.</p> <p>Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.</p>
<p>Sub-Clause 4.2</p> <p>Performance Security</p>	<p>The first paragraph is replaced with:</p> <p>“The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental, Social, Health and Safety (ESHS i.e. ES) Performance Security for compliance with the Contractor’s ESHS obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If the Performance Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that signs the Contract. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.”</p> <p>In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an ES Performance Security”:</p> <p>2.1- Right of Access to the Site;</p> <p>14.2- Advance Payment;</p> <p>14.6- Issue of IPC;</p>

Clause/Sub-Clause	Special Provisions
	14.12- Discharge; 14.13- Issue of FPC; 14.14 Cessation of Employer's Liability; 15.2- Termination for Contractor's Default; 15.5- Termination for Employer's Convenience.
Sub-Clause 4.2.1 Contractor's obligations	The first paragraph is replaced with: "The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank selected by the Contractor. If the Performance Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that signs the Contract. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the Bidding Document for the subject contract or in another form agreed by the Employer. The Performance Security in the name of any JV partner or submitted by any JV partner on behalf of the entire JV shall not be acceptable. Similarly, the Performance Security with insufficient validity shall not be acceptable." Thereafter, throughout Sub-Clause 4.2 [Performance Security] "Performance Security" is replaced with: "Performance Security and, if applicable, ES Performance Security."
Sub-Clause 4.2.2 Claims under the Performance Security	The first paragraph is replaced in its entirety with: "The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract."
Sub-Clause 4.2.3 Return of Performance Security	In sub-paragraph (a) "21 days" is replaced with: "28 days"
Sub-Clause 4.3 Contractor's Representative	The following is added at the end of the last paragraph: "If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
Sub-Clause 4.6 Co-operation	The following is added after the first paragraph: "The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer's Personnel to conduct any environmental and social assessment."
Sub-Clause 4.8 Health and Safety Obligations	Under first paragraph, the following is included after deleting "and" at the end of (f) and replacing "." with ";" at the end of (g):

Clause/Sub-Clause	Special Provisions
	<p>(h) “Provide health and safety induction training of Contractor’s Personnel as appropriate and maintain training records;</p> <p>(i) actively engage the Contractor’s Personnel in promoting understanding, and methods for, the implementation of health and safety requirements, as well as in providing information to the Contractor’s Personnel, and provision of personal protective equipment without expense to the Contractor’s Personnel;</p> <p>(j) put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation that they have reasonable justification to believe presents an imminent and serious danger to their life or health;</p> <p>(k) ensure that Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken and Contractor’s Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;</p> <p>(l) subject to Sub-Clause 4.6 [Co-Operation], collaborate with the entities and Personnel under paragraph (a), (b), and (c) of Sub-Clause 4.6 [Co-Operation], in applying the health and safety requirements without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel;</p> <p>(m) establish and implement a system for regular (not less than every 6th month) review of health and safety performance and the working environment and related reporting on incidents and accidents as per Sub-Clause 4.20 [Progress Reports]; and</p> <p>(n) establish preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.”</p> <p>The second and third paragraphs are deleted and replaced with the following:</p> <p>“Subject to Sub-Clause 4.1 [Contractor’s General Obligations], the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 [Preparation and Review].</p> <p>The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.</p> <p>The health and safety manual shall set out all the health and safety requirements under the Contract,</p> <p style="padding-left: 40px;">(a) which shall include at a minimum:</p> <p style="padding-left: 80px;">(i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor,</p>

Clause/Sub-Clause	Special Provisions
	<p>including control measures for chemical, physical and biological substances and agents;</p> <ul style="list-style-type: none"> (ii) details of the training to be provided, records to be kept; (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning); (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases; (v) the measures to be implemented to avoid or minimize the spread of communicable diseases [including transfer of Sexually Transmitted Diseases (STDs) or Infections, such as HIV virus] and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour; (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and <p>(b) any other requirements stated in the Specification.</p> <p>The paragraph starting with: “In addition to the reporting requirement of...” is deleted; and replaced with the addition to GCC Sub-Clause 4.20 [Progress Reports] in Sub-Clause 4.20 of the Special Provisions.”]</p>
<p>Sub-Clause 4.15 Access Route</p>	<p>The following is added at the end of the Sub-Clause:</p> <p>“The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Contractor’s Equipment on public roads or other public infrastructure.</p> <p>The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.”</p>

Clause/Sub-Clause	Special Provisions
<p>Sub-Clause 4.18 Protection of the Environment</p>	<p>The Sub-Clause is replaced with:</p> <p>“The Contractor shall take all necessary measures to:</p> <ul style="list-style-type: none"> (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities. <p>The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.</p> <p>In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”</p>
<p>Sub-Clause 4.20 Progress Reports</p>	<p>The contents of sub-paragraph (g) are replaced with: “the Environmental and Social (ES) metrics, set out in Particular Conditions - Part D.”</p> <p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [Progress Reports], the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident-causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.”</p> <p>The following paragraphs are added prior to the paragraph starting with: “However, nothing stated...”</p> <p>“Unless otherwise stated in the Contract Data, progress reports shall also include specific requirements in accordance with Sub-Clause 6.27 [Respectful Work Environment and status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.</p> <p>The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.</p>

Clause/Sub-Clause	Special Provisions
	The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub-Clause.”
<p>Sub-Clause 4.21 Security of the Site</p>	<p>The Sub-Clause is replaced with:</p> <p>“The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> (a) for keeping unauthorized persons off the Site; (b) authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor. <p>Subject to Sub-Clause 4.1 [Contractor’s General Obligations], the Contractor shall submit for the Engineer’s No-objection a security management plan that sets out the security arrangements for the Site.</p> <p>The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor’s Personnel, Employer’s Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.</p> <p>The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p> <p>In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.”</p>
<p>Sub-Clause 4.23 Archaeological and Geological Findings</p>	<p>The first paragraph is replaced with the following:</p> <p>“All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:</p> <ul style="list-style-type: none"> a. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor’s Personnel or other persons from removing or damaging any of these findings; b. train relevant Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and c. implement any other action consistent with the requirements of the Specification and relevant Laws.”
New Sub-Clauses 4.24 and 4.25 are added	
<p>New Sub-Clause 4.24</p>	<p>4.24.1 Forced Labour</p> <p>The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21 [Forced Labour]. If forced labour/trafficking cases</p>

Clause/Sub-Clause	Special Provisions
<p>Suppliers (other than Subcontractors)</p>	<p>are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p> <p>4.24.2 Child labour</p> <p>The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22 [Child Labour]. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p> <p>4.24.3 Serious Safety Issues</p> <p>Whereas, the Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.8 [Health and Safety Obligations], 5.1 [Subcontractors] and 6.7 [Health and Safety of Personnel]; the Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.</p> <p>4.24.4 Obtaining natural resource materials in relation to supplier</p> <p>The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from riverbeds or beaches.</p> <p>If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that it is not significantly adversely impacting the habitats.</p>
<p>New Sub-Clause 4.25</p> <p>Code of Conduct</p>	<p>The Contractor shall have a Code of Conduct for the Contractor's Personnel</p> <p>The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p>

Clause/Sub-Clause	Special Provisions
	<p>The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The displayed Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel and the local community.</p> <p>The Contractor’s Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.</p>
<p>Sub-Clause 5.1 Subcontractors</p>	<p>The following two paragraphs are added before the second paragraph:</p> <p>“The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the SEA/SH Prevention and Response Obligations.</p> <p>All subcontracts relating to the Works shall include a provision stipulating that the Subcontractor accepts that the Bank may disqualify the Subcontractor from being awarded a Bank financed contract for a period of two years if the Subcontractor is determined to have failed to comply with its SEA/SH Prevention and Response Obligations.”</p> <p>The following is added after the first sentence of the fourth paragraph: “The Contractor’s submission to the Engineer shall also include such a Subcontractor’s declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors.”</p> <p>The following is added at the end of the last paragraph:</p> <p>“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a)(i) of Sub-Clause 15.2.3 [After Termination].</p> <p>Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from within Pakistan to be appointed as Subcontractors.”</p>
<p>Sub-Clause 5.2.2 Objection to Nomination</p>	<p>In sub-paragraph (a), on the first line before “Subcontractor”, “nominated” is added.</p> <p>In sub-paragraph (c):</p> <p>“and” is deleted from the end of (i);</p> <p>“.” at the end of (ii) is replaced with “, and”</p> <p>The following is then added as (iii):</p> <p>“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”</p>
<p>Sub-Clause 6.1 Engagement of Staff and Labor</p>	<p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and</p>

Clause/Sub-Clause	Special Provisions
	<p>conditions of employment. The information and documentation shall set out their rights under the Labour Laws of Pakistan to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation, and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.</p> <p>The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within Pakistan."</p>
<p>Sub-Clause 6.2 Rates of Wages and Conditions of Labor</p>	<p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>"The Contractor shall inform the Contractor's Personnel about:</p> <ul style="list-style-type: none"> (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws of Pakistan; and (b) their liability to pay personal income taxes in Pakistan in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Income Tax Ordinance of Pakistan, for the time being in force. <p>The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by applicable laws of Pakistan including the Income Tax Ordinance.</p> <p>Where required by the Labour Laws of Pakistan, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."</p>
<p>Sub-Clause 6.5 Working Hours</p>	<p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>"Subject to the conditions given above, whenever any work is carried out beyond the normal working hours, as stated in the Contract Data, the Contractor shall compensate at the Contractor's cost:</p> <ul style="list-style-type: none"> (i) the relevant Contractor's Personnel; and (ii) the Engineer's assistants supervising that very work; <p>for working over-time; in accordance with the Labour Laws of Pakistan, under the mechanism that shall be decided by the Engineer.</p> <p>The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, if and as provided in the Labour Laws of Pakistan."</p>
<p>Sub-Clause 6.6 Facilities for Staff and Labor</p>	<p>The following is added as the last paragraph:</p> <p>"If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social, and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Specification."</p>

Clause/Sub-Clause	Special Provisions
Sub-Clause 6.7 Health and Safety of Personnel	In the second paragraph, “The Contractor” is replaced with: “Except as otherwise stated in the Specification, the Contractor...”
Sub-Clause 6.9 Contractor’s Personnel	<p>The Sub-Clause is replaced with:</p> <p>“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.</p> <p>The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption, OR violated Integrity Pact, during the execution of the Works; (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; (g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel. <p>If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [Contractor’s Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply.</p> <p>Subject to the requirements in Sub-Clause 4.3 [Contractor’s Representative] and Sub-Clause 6.12 [Key Personnel], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor’s Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.”</p>
Sub-Clause 6.12 Key Personnel	The following is added at the end of the last paragraph: “If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”
New Sub-Clauses 6.13 to 6.28 are added	
New Sub-Clause 6.13	The Contractor may bring into Pakistan any foreign personnel who are necessary for the execution of the Works and to the extent allowed by the Laws of Pakistan. The

Clause/Sub-Clause	Special Provisions
Foreign Personnel	<p>Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in Pakistan of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>
New Sub-Clause 6.14 Supply of Foodstuffs	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
New Sub-Clause 6.15 Supply of Water	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
New Sub-Clause 6.16 Measures against Insect and Pest Nuisance	The Contractor shall, at all times, take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including on the use of appropriate insecticide.
New Sub-Clause 6.17 Alcoholic Liquor or Drugs	The Contractor shall not, otherwise in accordance with the Laws of Pakistan, import, sell, give, barter, or dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter, or disposal thereto by the Contractor's Personnel.
New Sub-Clause 6.18 Arms and Ammunition	The Contractor shall not give, barter, or dispose of, to any person, any arms or ammunition of any kind, or allow the Contractor's Personnel to do so.
New Sub-Clause 6.19 Festivals and Religious Customs	The Contractor shall respect the Pakistan's recognized festivals, days of rest, including local holidays announced from time to time, and religious or other customs.
New Sub-Clause 6.20 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
New Sub-Clause 6.21 Forced Labor	The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

Clause/Sub-Clause	Special Provisions
	<p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
<p>New Sub-Clause 6.22 Child Labor</p>	<p>The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
<p>New Sub-Clause 6.23 Employment Records of Workers</p>	<p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].</p>
<p>New Sub-Clause 6.24 Workers' Organizations</p>	<p>Subject to Labour Laws of Pakistan, if and to the extent, recognising workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Provided that: the relevant labour laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their</p>

Clause/Sub-Clause	Special Provisions
	<p>grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.</p>
<p>New Sub-Clause 6.25 Non-Discrimination and Equal Opportunity</p>	<p>The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers, and children of working age in accordance with Sub-Clause 6.22 [Child Labour].</p>
<p>New Sub-Clause 6.26 Contractor's Personnel Grievance Mechanism</p>	<p>The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24 [Workers' Organisations], to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</p> <p>The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.</p> <p>The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.</p> <p>The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.</p>
<p>New Sub-Clause 6.27 Respectful Work Environment</p>	<p>The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment; and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or subcontractors, including suspension or</p>

Clause/Sub-Clause	Special Provisions
	termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.
New Sub-Clause 6.28 Training of Contractor's Personnel	The Contractor shall provide appropriate training to relevant Contractor's Personnel on obligations set out in Sub-Clause 4.8 [Health and Safety Obligations], 4.18 [Protection of the Environment] and Sub-Clause 6.27 [Respectful Work Environment] respectively. The Contractor shall keep an up-to-date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.
Sub-Clause 7.1 Manner of Execution	The following paragraph is added at the end of the Sub-Clause: "The Contractor is encouraged, to procure Materials and Equipment, for execution of Works under the Contract, from the available sources within Pakistan; subject to its quality and performance to comply with the Specification."
Sub-Clause 7.3 Inspection	The following is added in the first and second paragraph after "Employer's Personnel" "(including staff of the Bank or consultants acting on behalf of the Bank)" The following is added as (b) (iv): "(iv) carryout environmental and social audit, and"
Sub-Clause 7.7 Ownership of Plant and Materials	The following is added before the first paragraph: "Except as otherwise provided in the Contract,"
Sub-Clause 8.1 Commencement of Work	The first paragraph is replaced with the following: "The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. This Notice shall be issued promptly after the Engineer determines the fulfillment of the following conditions: (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by Employer's authorities; (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]; (c) except if otherwise specified in Sub-Clause 2.1 in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under sub-paragraph (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works; (d) Appointment of DAAB under Sub-Clause 21.1 [Constitution of the DAB]; and (e) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the conditions set out under Sub-Clause 14.2.2(a) and (b) have been fulfilled by the Contractor within 28 days from the receipt of the Letter of Acceptance. Otherwise, this sub-paragraph (d) shall not apply."

Clause/Sub-Clause	Special Provisions
Sub-Clause 8.3 Programme	The following is added at the end of sub-paragraph (b): “, it being understood that the sequence of construction activities should take into account, to the extent possible, the constraints due to land acquisition as anticipated by the Employer.”
Sub-Clause 11.7 Right of Access after Taking Over	In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with: “Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”
Sub-Clause 13.3.1 Variation by Instruction	Sub-paragraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”
Sub-Clause 13.4 Provisional Sums	The following is added at the end of the first paragraph: “Where the Bill of Quantities includes Provisional Sums for Contingencies (Price / Physical) / Daywork / Additional ES outcomes, that shall be used, in whole or part, at the discretion, and in accordance with the instructions, of the Engineer, to meet any of the Employer’s payment obligations in connection with or arising out of the Contract.” The following paragraphs are added at the end of the Sub-Clause: “The Provisional Sum, specified for DAAB, shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21 [Disputes and Arbitration]. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 [Application for Interim Payment]. No overhead and profit shall be paid to the Contractor in respect of the Provisional Sums; except in accordance with sub-paragraph 13.4 (b) (ii).”
Sub-Clause 13.6 Adjustments for Changes in Laws	The following paragraph is added at the end of the Sub-Clause: “Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”
Sub-Clause 14.1 The Contract Price	The following paragraph is added at the end of the Sub-Clause: “Notwithstanding the provisions of sub-paragraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported

Clause/Sub-Clause	Special Provisions
	<p>value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from Pakistan on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise, the security shall be called in the full amount remaining.”</p>
<p>Sub-Clause 14.2.1 Advance Payment Guarantee</p>	<p>The first paragraph is replaced with:</p> <p>“The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank selected by the Contractor and shall be in accordance with the form included in the Bidding Document for the subject contract or in another form acceptable to the Employer. If the Advance Payment Guarantee is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Guarantee must be in the name of all members of the Joint Venture that signs the Contract.</p> <p>In case if the Bidder is a Joint Venture (JV), the Advance Payment Guarantee shall be in the name of the JV, Consortium or Association. The Advance Payment Guarantee in the name of any JV partner or submitted by any JV partner on behalf of the entire JV, Consortium or Association shall not be acceptable. The original validity of the Advance Payment Guarantee must not be less than original Time for Completion. The Advance Payment Guarantee with insufficient validity shall not be acceptable.”</p>
<p>Sub-Clause 14.3 Application for Interim Payment</p>	<p>Sub-paragraph (vi) is replaced with the following:</p> <p>“(vi) any other additions and/or deductions that have become due under the Contract or otherwise, including those under Sub-Clause 3.7 [Agreement or Determination], any amount due to the Contractor under Sub-Clause 21.4.3 (i) and any reimbursement due to the Contractor under Sub-Clause 9.5 of the General Conditions of the DAAB Agreement.”</p>
<p>Sub-Clause 14.5</p>	<p>The entire contents of sub-paragraph 14.5(c)(ii) and its subsequent (fourth/last) paragraph of this Sub-Clause are deleted and replaced with the following:</p>

Clause/Sub-Clause	Special Provisions
<p>Plant and Materials intended for the Works</p>	<p>“(ii) the Contractor shall be entitled to receive from the Employer an amount for Materials as “Secured Advance” against an Indemnity Bond acceptable to the Employer [refer the form provided in Section 8 (Contract Forms)] of such sum as the Engineer may consider appropriate in respect of the Materials [listed under the Schedule of Materials in Section 4 (Bidding Forms) and under Part A – Contract Data in this Section 7 (Particular Conditions of Contract)] which are delivered to the Site but not yet incorporated in the Permanent Works provided that:</p> <ol style="list-style-type: none"> (1) The Materials are in accordance with the Technical Specifications for the Permanent Works; (2) Such Materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor; (3) The Contractor’s records of the requirements, orders, receipts and use of Materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer; (4) The Contractor shall submit with his monthly statement the estimated value of the Materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of Materials and providing evidence of ownership and payments made to suppliers; (5) Ownership of such Materials shall be deemed to vest in the Employer and these Materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and (6) The sum payable for such Materials on Site shall not exceed 75% of the (i) landed cost of imported Materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced Materials, or (iii) market price of other Materials, also keeping in view value of the Materials under the Contract taking into account the unit rates of the corresponding items of payment in the Bills of Quantity. <p>(iii) The recovery of “Secured Advance” paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis.”</p>
<p>Sub-Clause 14.6.2 Withholding (amounts in) an IPC</p>	<p>“and/or” from sub-paragraph (b) is deleted.</p> <p>The following is then added as sub-paragraph (c) and sub-paragraph (c) of the Sub-Clause is renumbered as (d):</p> <p>“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as assessed by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as assessed by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ol style="list-style-type: none"> (i) failure to comply with any ES obligations or work described in the Works’ Requirements which may include working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of

Clause/Sub-Clause	Special Provisions
	<p>water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</p> <ul style="list-style-type: none"> (ii) failure to regularly review C-ESHSMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESHSMP 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 implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s); (vi) failure to submit ES/EHS progress reports (as described in Particular Conditions - Part D, funding), or failure to submit such reports in a timely manner. or <p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“Subject to provision in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an amount, as assessed by the Engineer, may be withheld until the obligation has been performed.”</p>
<p>Sub-Clause 14.7 Payment</p>	<p>At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):</p> <p>“(iii) at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and”</p> <p>At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted:</p> <p>“Or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”</p>
<p>Sub-Clause 14.9 Release of Retention Money</p>	<p>The following is added at the end of Sub-Clause 14.9:</p> <p>“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form included under the Contract Forms in the Bidding Document or in another form approved by the Employer and issued by a reputable bank selected by the Contractor, for the second half of the Retention Money. If the Retention Money Guarantee is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Guarantee must be in the name of all</p>

Clause/Sub-Clause	Special Provisions
	members of the Joint Venture that signs the Contract. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2 [Performance Security]. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.”
Sub-Clause 14.15 Currencies of Payment	Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies.”
Sub-Clause 15.1 Notice to Correct	<p>“and” is deleted from (b) and “.” is replaced by: “; and” in (c).</p> <p>The following is then added as (d) “(d) specify the time within which the Contractor shall respond to the Notice to Correct.”</p> <p>In the third paragraph, “shall immediately respond” is replaced with: “shall respond within the time specified in (d).”</p> <p>Further, in the third paragraph, “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”</p>
Sub-Clause 15.2.1 Notice	Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in corruption [Fraud and Corruption] as defined in Particular Conditions - Part C - Corruption and Integrity Pact OR violated the Integrity Pact, in competing for or in executing the Contract.”
New Sub-Clause 15.8 is added	
Sub-Clause 15.8 Fraud and Corruption	<p>15.8.1 The Employer requires the Contractor to disclose any commissions, gratuities, or fees that may have been paid or are intended 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. Further, the Contract requires compliance with the Laws of Islamic Republic of Pakistan.</p> <p>15.8.2 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- under Fraud and Corruption.</p>
Sub-Clause 16.1 Suspension by Contractor	<p>The following paragraph is added after the first paragraph:</p> <p>“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part,</p>

Clause/Sub-Clause	Special Provisions
	for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank."
Sub-Clause 16.2.1 Notice	At the end of sub-paragraph (i): “; or” is replaced with: “.” And Sub-paragraph (j) is deleted. sub-paragraph (f) is replaced with: “(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [Commencement of Works] within 182 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor;”
Sub-Clause 16.2.2 Termination	The following is added at the end of Sub-Clause 16.2.2: “In the event the Bank suspends the loan or credit or grant from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 [Suspension by Contractor], or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”
Sub-Clause 16.3 Contractor's Obligations After Termination	“(c) deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied materials and Employer's Equipment]; and (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”
Sub-Clause 17.1 Responsibility for Care of the Works	After each of the two instances of “Goods” in the last paragraph, the following is added: “and Employer- Supplied Materials”. <i>[If Employer's Equipment are also listed in the Works' Requirements for the Contractor's use in the execution of Works, also include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]</i> After each of the two instances of “Goods” in the last paragraph, the following is also added: “, Employer's Equipment,”.
New Sub-Clause 17.7 is added	
New Sub-Clause 17.7 Use of Employer's Accommodation / Facilities	The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works) If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for

Clause/Sub-Clause	Special Provisions
	which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.
Sub-Clause 18.1 Exceptional Events	The contents of sub-paragraph (c) are replaced with: “riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”
Sub-Clause 18.4 Consequences of an Exceptional Event	The following is added at the end of sub-paragraph (b) after deleting the “.”: “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”
Sub-Clause 18.5 Optional Termination	In sub-paragraph (c), “and necessarily” is inserted after “was reasonably”.
Sub-Clause 19.1 General Requirements	The following sentence is added at the end of first paragraph: “This agreement of terms shall take precedence over the provisions of this Clause.”
Sub-Clause 19.2 Insurance to be provided by the Contractor	The following is added as the very first sentence, before the opening sentence, in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to in Clause 19 [Insurance]) with insurers from any eligible country.”
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.”
Sub-Clause 20.1 Claims	In sub-paragraph (a), “any additional payment” is replaced with “payment.”
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 Constitution of the DAAB	In the second paragraph, at the end of the first sentence after deleting “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix- General Conditions of DAAB Agreement.” After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”

Clause/Sub-Clause	Special Provisions
Sub-Clause 21.2 Failure to Appoint DAAB Members	In the first paragraph that follows sub-paragraph (d), “President of FIDIC or a person appointed by the President” is replaced with “Chairman Pakistan Engineering Council”.
Sub-Clause 21.4.3 The DAAB’s Decision	The contents of item (i) of penultimate paragraph are replaced with: “subject to sub-paragraph (ii) below, this amount shall be due and payable in the next Payment Certificate, for which the Engineer is obliged to certify, and the Employer is obliged to make payment; and”
Sub-Clause 21.6 Arbitration	In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following: “Arbitration. Arbitration shall be conducted as follows: (a) The Dispute(s) shall be finally settled under the Arbitration Act of Pakistan, 1940, as amended from time to time; and Rules made thereunder. (b) The place of arbitration shall be a city in Pakistan that is convenient to both Parties. (c) The arbitration shall be conducted in English.”
New Clause 22 is added	
New Clause 22 Eligible Countries	The eligible countries from where the Contractor may arrange Materials, Equipment and Services, for execution of Works under the Contract, are specified as below: Subject to Special Provisions as made under Sub-Clauses 5.1 [Subcontractors], 6.1 [Engagement of Staff and Labour] and 7.1 [Manner of Execution]: All countries of the world excepting the countries upon which international sanctions are imposed, and Pakistan prohibits commercial relations (as a matter of law or official regulation) with any or does not recognize any including <i>[insert names of countries]</i> .
New Clause 23 is added	
Specific Obligations (if Contractor comprises a Joint Venture)	
New Sub-Clause 23.1 Joint Venture Partner Involvement and Contribution Commitments	Add a new Sub Clause 23.1, as follows: “Joint Venture Partner Involvement and Contribution Commitments: If the Contractor comprises a JV, Consortium or Association (all are collectively referred in this Clause as “JV”), the Contractor (and each JV partner individually) acknowledges and agrees to actively participate in the Joint Venture and contribute its fair share of resources, as set forth in the JV Agreement and related bid documents. Active involvement shall include, but not be limited to, contributing financial resources, personnel, expertise, equipment, and other resources as specified in the Agreement. The Contractor (and each Partner) shall adhere to the contribution commitments outlined in the JV Agreement and related bid documents and shall promptly fulfill its obligations in a timely manner. The Engineer and the Employer shall have the right to verify and monitor each partner's contributions to ensure compliance with the JV Agreement and related bid documents.”
New Sub-Clause 23.2 Reporting and Audit	Add a new Sub-Clause 23.2, as follows: “Reporting and Audit: The Employer may, at any time, request reports and other documents from the Contractor to assess each JV partner’s contributions and compliance with the JV Agreement and related bid documents. The Contractor and each JV partner shall provide accurate and

Clause/Sub-Clause	Special Provisions
	<p>comprehensive information related to their involvement and resources as requested by the Employer.</p> <p>If deemed necessary, the Employer may engage a third party to conduct periodic audits and furnish reports to the Employer. The Contractor and each JV partner shall provide accurate and comprehensive information to the third party as may be required to assess their involvement and resources in line with the JV Agreement and related bid documents.”</p>
<p>New Sub-Clause 23.3 Failure to comply with JV Agreement and Commitment Contributions</p>	<p>Add a new Sub-Clause 23.3, as follows:</p> <p>“Failure to comply with JV Agreement and Commitment Contributions:</p> <p>In the event that the Contractor and/or each JV partner fails to comply with the contribution commitments outlined in the JV Agreement, related bid documents and other associated obligations specified under the Contract, the Engineer, after consultation with Parties, shall establish the cause of such failure.</p> <p>If the cause of the failure lies with the Contractor and/or any JV partner, then, the Engineer shall proceed in accordance with Sub-Clause 15.1 [Notice to Correct] requiring the Contractor to make good the failure and to remedy it within a specified time.</p> <p>If the Contractor fails to comply with a Notice to Correct, the Employer may proceed in accordance with Sub Clause 15.2 [Termination for Contractor’s Default].”</p>
<p>Appendix - General Conditions of DAAB Agreement</p>	
<p>1. Definitions</p>	<p>In Sub-Clause 1.7 a(i) “authorized representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative or authorized representative of the Employer.”</p>
<p>2. General Provisions</p>	<p>Sub-Clause 2.2 is deleted in its entirety.</p>
<p>3. Warranties</p>	<p>Sub-Clause 3.3 is deleted and replaced with the following:</p> <p>“When appointing the DAAB Member (Adjudicator), each Party relies on the DAAB Member’s (Adjudicator’s) representations, that he/she:</p> <ul style="list-style-type: none"> a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; b) has at least ten years’ experience in contract administration / management and dispute resolution, out of which at least five years’ experience in construction-related disputes; c) has preferably received formal training as an adjudicator from a recognized organization; d) has at least five years’ experience in the type of work which the Contractor is to carry out under the Contract; e) has experience in the interpretation of construction and / or engineering contract documents; f) has familiarity with the forms of contract published by FIDIC <u>since 1999</u>, and an understanding of the dispute resolution procedures contained therein; and g) is fluent in English language for communications.”
<p>7. Confidentiality</p>	<p>In Sub-Clause 7.3 “or” is deleted after sub-paragraph (b), and the following added:</p> <p>“Or (d) is being provided to the Bank.”</p>

Clause/Sub-Clause	Special Provisions
9. Fees and Expenses	In Sub-Clause 9.1 (c) “business class or equivalent” is replaced with: “economy class.” In Sub-Clause 9.4 “and air fares” and “other” are deleted from the first and second sentences, respectively.

Part C- Corruption and Integrity Pact:

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

Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring 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 manner¹²; (ii) to be a nominated¹³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect¹⁴ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹² 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.

¹³ 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.

¹⁴ 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.

Integrity Pact

[applicable in all cases of Funding]

The Form of Integrity Pact duly signed by the Parties is attached hereunder: *[attach]*

Part D- Environmental, Social, Health and Safety (ESHS):

(Text in this Part D of Particular Conditions shall not be modified)

Environmental and Social (ES) Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - (i) work permits: number required, number received, actions taken for those not received;
 - (ii) status of permits and consents:
 - (a) 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.);
 - (b) list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - (c) 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);
 - (d) for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. *health and safety supervision:*
 - (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any)
- f. *worker accommodations:*
 - (i) number of expats housed in accommodations, number of locals;
 - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - (iii) actions taken to recommend/require improved conditions, or to improve conditions.

- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
 - (i) number of new workers, number receiving induction training, dates of induction training;
 - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
 - (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS centre, community centres, 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 centre open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - (i) Worker grievances;
 - (ii) Community grievances
- l. *Traffic, road safety and vehicles/equipment:*
 - (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

- m. Environmental mitigations and issues (what have been done):*
- (i) dust: number of working bowzers, number of watering / days, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
 - (viii) details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:*
- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

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

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

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

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

Contract reference *[insert contract reference]*

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

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

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

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed ____ day of _____, ____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed ____ day of _____, ____

Section 8. Contract Forms (COF)

This Section contains the Notification of Intention to award, Letter of Acceptance and Contract Agreement, and forms of Security as well as forms of 'Disclosure' and 'Declaration' *[which, once completed, shall be part of the Contract]*.

[The forms of Performance Security and (if required) Environmental and Social (ES) Performance Security shall be got completed by the successful Bidder, from a bank, after contract award. The form(s) of Disclosure / Declaration shall be provided by the successful Bidder as and when asked by the Employer (through Letter of Acceptance). The forms of Advance Payment Security and Retention Money Security shall be got completed by the Contractor, from a bank, after signing the Contract; as and when required. The form of Indemnity Bond for Secured Advance, when required, shall be completed by the Contractor.]

Table of Forms

Notification of Intention to Award
Beneficial Ownership Disclosure Form
Declaration of Beneficial Owners' Information Form [PPRA SRO]
Letter of Acceptance
Contract Agreement
Performance Security
Environmental and Social (ES) Performance Security
Advance Payment Security
Indemnity Bond for Secured Advance
Retention Money Security.....

Notification of Intention to Award

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

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 on which this Notification is transmitted to Bidders. The Notification must be sent to these 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 Contract No.: *[insert the number]*

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

Project: *[insert name of project]*

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

Country: Islamic Republic of Pakistan

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

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

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

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

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>
Duration of Contract:	<i>[insert time period to complete the Contract]</i>
Scope of the Contract being Awarded:	<i>[insert brief scope of Works]</i>

Amount of Performance Security Required:	<i>[insert amount of Performance Security (PS) Required; and ESPS, if Required]</i>
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2. Other Bidders *[insert names of all other Bidders that submitted a Bid, Bid prices as read out and Evaluated Bid prices.]*

Name of Bidder	Bid price	Evaluated Bid price
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (**local time**). You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

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

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight *[insert date] (local time)*.

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

For Further information:

see Annex III of “Procurement Regulations for IPF Borrowers (Procurement Regulations)”. You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

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

6. Standstill Period

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

the Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

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

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

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

Title of the person signing this Form: *[insert complete title of the person signing this Form]* _____

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 this Form shall have the power of attorney given by the Bidder; that shall be attached with this Form.

Declaration of Beneficial Owners' Information Form

Under PPRA SRO No. 592(I)2022 (Refer BDS 49.1)

[Applicable in any case, either Government funding or funding by the Bank (WB or ADB)]

[Regulation 4 under PPRA SRO No. 592(I)2022, as available on its website www.ppra.org.pk reads “All procuring agencies while engaging in public procurement contracts worth Rs. 50 million and above shall make a mandatory provision of beneficial ownership information of the company in the said contracts as per prescribed Performa (Annexure-I) in accordance with provisions of Forms-42, 43 and 44 of the Securities & Exchange Commission of Pakistan.” Accordingly, the successful bidder shall provide its beneficial ownership information (by each member of a JV, in case of JV) on the Performa attached under the PPRA SRO as Annexure-I, before signing the contract; to the Employer to publicize the beneficial ownership information of the Contractor on PPRA's website in pursuance of Regulation 5 under the PPRA SRO.]

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

This is to notify you that your Bid dated *[insert date]* _____ day of *[insert month]* _____, *[insert year]* _____ for execution of the *[insert name of the Contract and identification number, as given in the Bidding / Contract Documents]* _____ for the Accepted Contract Amount PKR *[insert amount in numbers and words]* _____, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by *[insert name of Agency]* _____.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security *[Delete ES Performance Security if it is not required under the contract]* within 28 days in accordance with the Conditions of Contract, using, for that purpose, the Performance Security Form and the ES Performance Security Form, *[Delete reference to the ES Performance Security Form if it is not required under the contract]* and (ii) the additional information on beneficial ownership in accordance with ITB 49.1, within eight Business Days using the Beneficial Ownership Disclosure Form and, included in Section 8, Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

- (a) the Letter of Acceptance;
- (b) the Letters of Bid [for Technical Part and Financial Part];
- (c) the addenda / Variation Nos _____ (if any);
- (d) the Particular Conditions;
- (e) the General Conditions;
- (f) Appendix A to Financial Part of Bid: Schedules
- (g) the (Technical) Specification;
- (h) the Drawings; and
- (i) other documents forming part of the contract, including, but not limited to:
 - i. Contractor’s ESHS Management Strategy and Implementation Plan;
 - ii. Performance Security and an Environmental and Social (ES) Performance Security *[Delete ES Performance Security if it is not required]*;
 - iii. Joint Venture (JV) Agreement (in case of JV Bidder); and
 - iv. Any other document.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Employer

Signed: *[insert signature and name]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of

Signature of Witness *[insert signature, name and CNIC number]*

For and on behalf of the Contractor

Signed: *[insert signature and name of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of

Signature of Witness *[insert signature, name and CNIC number]*

[Note: In case of a Joint Venture, the Contract Agreement must be signed by of all members of the Joint Venture that submitted the Bid.]

Performance Security

[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. _____ dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, 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]* (_____ *[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 the demand or the sum specified therein.

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

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

[signature(s) and seal of bank]

[Note: If the Performance Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that signs the Contract]

¹ insert amount of Performance Security as required in the Bidding / Contract Documents and denominated either in the currency(cies) of the Contract or in a freely convertible currency acceptable to the Beneficiary (Employer).

² insert the date twenty-eight days after the expected completion date as described in GCC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee (at the cost of the Contractor) 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."

Environmental and Social (ES) Performance Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[insert date of issue]*

ES Performance Guarantee No.: _____ *[Insert guarantee reference number]*

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

We have been informed that _____ *[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. _____ dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an ES 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]* (_____ *[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 Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

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

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

[signature(s) and seal of bank]

[Note: If the Performance Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that signs the Contract]

¹ insert amount of ES Performance Security as required in the Bidding / Contract Documents and denominated either in the currency (cies) of the Contract or in a freely convertible currency acceptable to the Beneficiary (Employer).

² insert the date twenty-eight days after the expected completion date as described in GCC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee (at the cost of the Contractor) 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."

Advance Payment Security

[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. _____ dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *[insert amount in figures]* (_____ *[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]* (_____ *[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 has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of ___, 2___,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.

¹ _____
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 Beneficiary (Employer).

² _____
insert the expected expiration date of the Time for Completion as described in GCC Clause 1.1.84. 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 (at the cost of the Contractor) for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

[signature(s) and seal of bank]

[Note: If the Advance Payment Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that signs the Contract]

[notarized (under oath)]

Indemnity Bond for Secured Advance

(against Materials brought at Site)

This Deed of Indemnity is issued by [insert name and address of the Contractor] in favor of [insert name and address of the Employer].

Whereas [insert name of the Employer] (hereinafter “the Employer”) intends to pay Secured Advance, as a component of Interim Payment Certificate by the Engineer, to [insert name the Contractor] (hereinafter “the Contractor”) against the cost of Materials brought at Site in accordance with the conditions of the Contract existing between the two Parties. Detail of the Materials and their price for which the Secured Advance is sought by the Contractor for the period till consumption of the Materials in Permanent Works is as under: -

1. [insert type / name of Material] @ Rs. [insert Rate] per [insert Unit] = PKR [insert Amount]
2. [insert type / name of Material] @ Rs. [insert Rate] per [insert Unit] = PKR [insert Amount]
3. [insert type / name of Material] @ Rs. [insert Rate] per [insert Unit] = PKR [insert Amount]

THEREFORE, THE CONTRACTOR AGREES TO DECLARE AS FOLLOWS:

I [insert name of the Contractor’s Representative] being Representative of [insert name of the Contractor], on behalf of the Contractor, do hereby indemnify the Employer for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market Price of any or all the Materials brought at Site against which the Employer would have paid the Secured Advance on our request.

I, on behalf of the Contractor, shall also indemnify the Employer against any or all claims and damages what so ever arising out of or resulting to the said Materials.

I, on behalf of the Contractor, further declare that the Contractor will faithfully abide by the above declaration and solemnly affirm that the Contractor will not remove, sell, pilferage any of the Materials against which the Employer would have paid us a Secured Advance and will not pledge the Materials with any bank or similar agency or create any change to the Materials in any form what so ever except incorporating in the Permanent Works in accordance with the Contract.

I, on behalf of the Contractor, do hereby also declare that in the event of our infringement of the declaration made above the Employer will be entitled to forfeit all such Materials and also proceed against us according to the relevant clause pertaining to breach of the Contract and further invoke the power or seek any remedies secured of any kind under the Contract, signed between the Employer and the Contractor, or otherwise available under the laws of Islamic Republic of Pakistan.

Dated Signature (on behalf of the Contractor): [insert dated signature of the Contractor’s Representative]

Name and Designation: [insert name and designation of the Contractor’s Representative]

Seal of the Contractor: [affix seal]

[Dated Signature and Seal of the Notary Public / Oath Commissioner]

Retention Money Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[insert date of issue]*

Retention Money Guarantee No.: _____ *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money is to be made against a Retention Money guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for the demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

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

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

¹ insert an amount representing the amount of the second half of the Retention Money and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract or in a freely convertible currency acceptable to the Beneficiary (Employer).

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

[signature(s) and seal of bank]

[Note: If the Retention Money Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that signs the Contract]