Request for Bids
Works
(Two-envelope with Rated Criteria)

Contract Package
K-IV Augmentation Works

Contract Package: Laying of MS Pipelines for:

Lot 1: 72-inch diameter MS pipeline, approximately 27 km from Reservoir 1 to Y-Junction
Lot 2: 96-inch diameter MS pipeline, approximately 23 km from Reservoir 2 to Sir Syed University near NIPA.
Lot 3: 72-inch diameter MS pipeline, approximately 12.5 km from Hassan Square to Gul Bai.
Lot 4: 72-inch diameter MS pipeline, approximately 29 km from Reservoir 3 to Banaras Chowk

RFB No:	PK-PIU KWSSIP 2-527597 CW-RFB
Project No.:	P171422
Project:	SECOND KARACHI WATER & SEWERAGE SERVICES IMPROVEMENT PROJECT (KWSSIP-II)
Employer:	PROJECT IMPLEMENTATION UNIT (PIU) KWSSIP-II, KARACHI WATER & SEWERAGE CORPORATION (KW&SC)
Country:	PAKISTAN
Issued on:	August 10th 2026

VOLUME-I: PRIME DOCUMENT

Summary

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. It is based on a two-envelope Bidding process with application of Rated Criteria. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid, including the qualifications of the Bidder to execute the contract.

Section IV - Bidding Forms

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

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

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

PART 2 – WORKS' REQUIREMENTS

Section VII - Works' Requirements

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions (GC)

This Section refers to the "General Conditions" which form part of the "Conditions of Contract for Construction 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).

Section IX - Particular Conditions (PC)

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

Section X - Contract Forms

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

Request for Bids
Works
(Two-envelope Bidding Process, Without Prequalification)

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

Project: ***Second*** *Karachi Water & Sewerage Services Improvement Project (KWSSIP-II)*

Contract Title: *K-IV Augmentation Works - Laying of MS Pipelines (Lot 1, 2, 3 and 4)*

Country: *Pakistan*

Project No.: *P171422*

RFB No: PK-PIU KWSSIP-II 2-527597 CW-RFB

Issued on: *August 10th 2026*

1. The **Government of Sindh** has received financing from the World Bank toward the cost of the Second **Karachi Water & Sewerage Services Improvement Project** (**KWSSIP-II**) and intends to apply part of the proceeds toward payments under the contract for the laying of mild steel (MS) pipelines under *K-IV Augmentation Works - Laying of MS Pipelines (Lot 1, 2, 3 and 4).* For these contracts, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.

   These contracts will be jointly financed by the Asian Infrastructure Investment Bank. The bidding process will be governed by the World Bank's Procurement Regulations. The overall Loan / Financing Agreement amount is US$ 600 million.

2. The **Karachi Water and Sewerage Services Improvement Project (KWSSIP-II)** now invites sealed Bids from eligible Bidders for the construction of water transmission pipelines under the K-IV Augmentation Works. The Works are divided into four Lots, and Bidders may submit proposals for one or more Lots, subject to meeting the qualification requirements for each Lot.

Lot	MS pipe Diameter	Length and Location	Time for Completion	Qualification Requirements
Lot 1	72-inch diameter MS pipeline	Approximately 27 km from Reservoir 1 to Y-Junction	650 days	Refer to section III of the BDs
Lot 2	96-inch diameter MS pipeline	Approximately 23 km from Reservoir 2 to	650 days	Refer to section III of the BDs

Lot	MS pipe Diameter	Length and Location	Time for Completion	Qualification Requirements
		Sir Syed University near NIPA		
Lot 3	72-inch diameter MS pipeline	Approximately 12.5 km from Hassan Square to Gul Bai	420 days	Refer to section III of the BDs
Lot 4	72-inch diameter MS pipeline	Approximately 29 km from Reservoir 3 to Banaras Chowk	650 days	Refer to section III of the BDs

3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers-Procurement in Investment Projects Financing" September 2023 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings shall apply for Rated Criteria (including technical and non-price factors): *50%* and for the Bid cost: *50%.*[1]

5. Interested eligible Bidders may obtain further information from Second **Karachi Water & Sewerage Services Improvement Project (KWSSIP-II)** and inspect the Bidding document during office hours between 09:00 to 17:00 excluding public and official holidays - at the physical address below.

6. The Bidding document in **English** may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a non-refundable fee of **PKR 15,000.00**[2]. The method of payment shall be through Pay Order in favour of **Project Director-Second Karachi Water & Sewerage Services Improvement Project (KWSSIP-II)** The document may be collected from the KWSSIP-II physical address provided below. Alternately, the bidders can also download the document free of cost from https://www.kwssip.gos.pk/kwssip2proc/.

7. Bids must be delivered to the below address. Electronic bidding will **not** be permitted. Late Bids will be rejected. The outer Bid envelopes marked "ORIGINAL BID," and the inner envelopes marked "TECHNICAL PART" will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address here

above on the 28th of September 2026 at 1200 Hrs. PST (Pakistan Standard Time). All envelopes marked "FINANCIAL PART" shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.

8. All Bids must be accompanied by

i) A bid security of:

Lot 1: PKR 182 Million (USD 649,000)

Lot 2: PKR 240 Million (USD 857,000)

Lot 3: PKR 98 Million (USD 352,000)

Lot 4: PKR 177 Million (USD 633,000)

ii) Local Labour Method Statement.

9. All Bids must be accompanied by a Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration.

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

11. The address referred to above is:

The Project Director, KWSSIP-II
G-40/1, Block-6, PECHS, Karachi, Pakistan.
Tel No.: 92-21-99330279
E-Mail:ayesha.hameed@kwssip.gos.pk

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

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

1.2 Throughout this bidding document:

(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;

(b) if the context so requires, **"singular"** means **"plural'** and vice versa;

(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;

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

(e) **"Sexual Exploitation and Abuse" "(SEA)"** means the following:

i. **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.

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

(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;

(g) **"Contractor's Personnel"** is as defined in Sub-Clause 1.1.17 of the General Conditions; and

(h) **"Employer's Personnel"** is as defined in Sub-Clause 1.1.33 of the General Conditions.

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

2. Source of Funds

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

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

3. Fraud and Corruption

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

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission,

and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, which puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly

controls, is controlled by, or is under common control with that firm; or

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

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

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

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

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

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

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

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

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

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

5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment, and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will

not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Works Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

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

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

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

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to

furnish with its Bid all information and documentation as is required by the Bidding document.

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

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

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

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

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

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

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

8. Amendment of Bidding Document

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

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

8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise 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."

11.2 The Technical Part shall contain the following:

(a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

(c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;

(d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(e) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications;

(f) Conformity: a technical proposal in accordance with ITB 16;

(g) Local Labour Method Statement in accordance with ITB 16 and Section IV, Bidding Forms;

(h) Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration, using the form included in Section IV, Bidding Forms; and

(i) any other document required **in the BDS**.

11.3 The Financial Part shall contain the following:

i. Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;

ii. Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;

iii. Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and

iv. any other document required **in the BDS**.

b. 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.

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

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

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

13. Alternative Bids

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

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

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

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

14. Bid Prices and Discounts

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

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

14.3 The price to be quoted in the Letter of Bid- 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 the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.

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

14.6 If so, specified in ITB 1.1, Bids are being invited for individual lots or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract (lots) shall specify in their Bid the price reductions applicable to each package (lot, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots are opened at the same time. **However, discounts on condition of award of more than one contract (lot) will not be used for Bid evaluation purpose.**

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

15. Currencies of Bid and Payment

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

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

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

16. Documents Comprising the Technical Proposal

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

16.2 Unless otherwise specified **in the BDS**, the Bidder shall: (i) allocate not less than 30% of the total labour cost under the contract to the employment of local labour[3]; and (ii) submit the Local Labour Method Statement.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

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

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

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

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

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

Subcontractors

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

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

17.7 In case prequalification has not been carried, for the purpose of assessment of qualifications of the Bidder, subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works are designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as Specialized Subcontractors, in which case, the specific experience of the Specialized Subcontractors proposed by the Bidder, as specified in Section III-A, Qualification, may be considered in the assessment of the qualifications of the Bidder. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

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

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

(a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;

(b) in the case of **adjustable price** contracts, no adjustment shall be made; or

(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

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

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

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding, or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

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

the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

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

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security pursuant to ITB 49.

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

19.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49.

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

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

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49,

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

20. Format and Signing of Bid

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

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

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

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

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

D.Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original BID." In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked "COPIES: TECHNICAL PART." Copies of the

Financial Part shall be placed in a separate sealed envelope marked "COPIES: FINANCIAL PART." The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "BID COPIES." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID – ORIGINAL", the copies of the alternative Bid will be placed in separate sealed envelopes marked "ALTERNATIVE BID – COPIES OF TECHNICAL PART", and "ALTERNATIVE BID – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE BID - COPIES".

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

21.4 All inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

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.

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

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

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

E. Public Opening of Technical Parts of Bids

25. Public Bid Opening of Technical Parts of Bids

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

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

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

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

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

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

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

25.8 The Employer shall prepare a record of the 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 receipt of envelopes marked "SECOND ENVELOPE: FINANCIAL PART;"

(c) if applicable, any alternative Bid- Technical Part;

(d) the presence or absence of a Bid Security if one was required.

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.

F. Evaluation of Bids- General Provisions

26. Confidentiality

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

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

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

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or

substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.

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

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

G. Evaluation of Technical Part of Bids

30. Determination of Responsiveness of Technical Part

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

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

(a) if accepted, would:

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

(ii) limit in any substantial way, inconsistent with the Bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

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

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

31. Eligibility and Qualifications of the Bidder

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

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

31.3 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

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

32. Detailed Evaluation of Technical Part

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

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

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

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

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

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and

(c) notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART."

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

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;

(b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and

(c) notify them of the date, time and location of the second public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART" as specified **in the BDS**.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the

technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

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

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

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

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

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts; and

(c) if applicable, any Alternative Bid – Financial Part.

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

I. Evaluation of Financial Part of Bids

34. Adjustments for Non-material Nonconformities

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

35. Correction of Arithmetic Errors

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

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

36. Conversion to Single Currency and Margin of Preference

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

36.2 Unless otherwise stated **in the BDS**, a margin of preference Bidders[4] shall not apply

37. Evaluation Process, Financial Parts

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

(a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork[5] items, where priced competitively;

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

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

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.1;

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

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

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

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

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

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

Discounts that are conditional on the award of more than one lot slice shall not be considered for Bid evaluation.

38. Abnormally Low Bids

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

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

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

39. Unbalanced or Front Loaded Bids

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

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

(a) accept the Bid; or

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

(c) reject the Bid.

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

40. Evaluation of combined Technical and Financial Parts

40.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).

41. Most Advantageous Bid

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

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

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

43. Standstill Period

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

44. Notification of Intention to Award

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

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the total combined score of the successful Bid;

(d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;

(e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(f) the expiry date of the Standstill Period; and

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

K. Award of Contract

45. Award Criteria

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

46. Notification of Award

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

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

(a) name and address of the Employer;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form.

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

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

47. Debriefing by the Employer

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

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

47.3 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.

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

48. Signing of Contract

48.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

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

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 39.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

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

50. Procurement Related Complaint

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

Section II - Bid Data Sheet (BDS)

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

A. General	
ITB 1.1	The reference number of the Request for Bids (RFB) is: **PK-PIU KWSSIP-II 2-527597 CW-RFB** The Employer is**:** **Project Implementation Unit (PIU) KWSSIP-II, Karachi Water & Sewerage Corporation (KW&SC)** The name of the RFB is: **K-IV Augmentation Works - Laying of MS Pipelines (Lot 1, 2, 3 and 4)** The number and identification of lots comprising this RFB is: **4** **Lot 1: 72-inch diameter MS pipeline, approximately 27 km from Reservoir 1 to Y-Junction** **Lot 2: 96-inch diameter MS pipeline, approximately 23 km from Reservoir 2 to Sir Syed University near NIPA.** **Lot 3: 72-inch diameter MS pipeline, approximately 12.5 km from Hassan Square to Gul Bai.** **Lot 4: 72-inch diameter MS pipeline, approximately 29 km from Reservoir 3 to Banaras Chowk**
ITB 2.1	The Borrower is: **Islamic Republic of Pakistan** Loan or Financing Source is World Bank, jointly financed by the Asian Infrastructure Investment Bank (AIIB) Loan or Financing Agreement amount: **US$ 600 Million** The name of the Project is: **Karachi Water & Sewerage Services Improvement Project (KWSSIP-II)** These contracts will be jointly financed by the Asian Infrastructure Investment Bank. The bidding process will be governed by the World Bank's Procurement Regulations.
ITB 4.1	Maximum number of members in the JV shall be: **3 (Three)**
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: https://www.worldbank.org/en/projects operations/procurement/debarred-firms
ITB 4.11	This Bidding Process **is not** subject to prequalification.

B. Contents of Bidding Document	
ITB 7.1	For **Clarification of Bid purposes** only, the Employer's address is: Attention: **Project Director, KWSSIP-II** Address: **G-40/1, Block-6, PECHS, Karachi** City: **Karachi** ZIP Code: **75400** Country: **Pakistan** Telephone: +**92-21-99330279** Electronic mail address: **ayesha.hameed@ kwssip.gos.pk** Web page: **https://www.KWSSIP.gos.pk/KWSSIP2proc/**
	Requests for clarification should be received by the Employer no later than: **Fourteen (14) days prior to the deadline for submission of Bids.**
ITB 7.4	A Pre-Bid meeting **shall** take place at the following date, time and place: Date: 3rd Sep, 2026 Time: 15:00 Hrs. PST (Pakistan Standard Time) Place: **Project Implementation Unit (PIU) KWSSIP-II 40-G, Street 40, Block 6 PECHS, Karachi, Pakistan** Pre-arranged site visit for bidders (at bidders' own cost and non-binding). Client will only facilitate and make a program of visit. Site visit shall take place at the following date, time and place: Date: 27th August, 2026 Time: 10:00 Hrs. PST (Pakistan Standard Time) Place: **Project Implementation Unit (PIU) KWSSIP-II 40-G, Street 40, Block 6 PECHS, Karachi, Pakistan** Pre-bid session for bidders for providing a walk-through of the entire project on key technical and ES requirements (non-binding). shall take place at the following date, time and place: Date: 28th August, 2026 Time: 10:00 Hrs. PST (Pakistan Standard Time) Place: **Project Implementation Unit (PIU) KWSSIP-II 40-G, Street 40, Block 6 PECHS, Karachi, Pakistan**
ITB 7.6	Web page: **https://www.KWSSIP-II.gos.pk/KWSSIP-II2proc/** **Minutes of Pre-Bid Meeting will be published on Website.**
C. Preparation of Bids	

ITB 10.1	The language of the Bid is: **ENGLISH** All correspondence exchanges shall be in **ENGLISH** language. Language for translation of supporting documents and printed literature is **ENGLISH**
ITB 11.2 (h)	The Bidder shall submit the following additional documents in the Technical Part of its Bid: **Code of Conduct for Contractor's Personnel (ES)** The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. In addition, the Tenderer shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct. **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks** The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks and opportunities, in compliance with the specifications as well as the Environmental Code of Practices and Environmental and Social Management Plan as defined in the ESIA and in the Addendum I of ESIA of K-IV Augmentation Works (2.7km Common Corridor with KBRT) including : • Ensuring that no area impacted by previous Anti-Encroachment-Drive is utilized for these works, storage of materials, transportation. • Noise and air pollution from construction works and traffic • Impact on haulage traffic on local commuinities

	• Proper handling, storage, treatment, transport and disposal of silt collected as the result of desilting works • Generation of employment in the local area **Health and Safety Policy** The Bidder, and in the case of a JV, each Partner, shall submit with its Bid, the company's Health and Safety Policy signed by the managing director or chairman of the company • Management strategies to implement the conditions mentioned in the environmental approval / NOC issued by the Sindh Environmental Protection Agency (SEPA); • Gender based violence and Sexual Exploitation and Abuse (GBV/SEA) prevention and response action plan; • Traffic Management Plan to ensure safety of local communities from construction traffic; • Occupational and community health & Safety Plan for ensuring the safety of 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; • The Bidder shall submit safe work methodology along-with Risk Assessment and Safe Operating Procedures for all construction activities including but not limited to; Deep Trench Excavation, Confined Space Entry, Welding Activities, Pipe Laying, Third-party Testing, Compaction and Backfilling, repair and restoration of damaged utilities etc. • The Bidder shall submit details of Site-Offices and Labor Campsites establishment along-with housekeeping, liquid & solid waste management procedures. • The Bidder shall submit Security Management Plan covering details on security management throughout the site including but not limited to details on locations for the installation of CCTV Cameras, deployment of Security Guards and Flagman etc.

	The Bidder shall be required to submit for approval and subsequently implement, the Contractor's Environment and Social Management Plan (CESMP) including all relevant plans as mentioned in ESIA/ESMP, ESIA Addendum and in the Addendum I of ESIA such as Resources Conservation Plan, Tree Plantation Plan, Waste Management Plan, Slurry Management Plan, Sanitation Plan, Traffic Management Plan, Chance Finds Procedure, Emergency Preparedness and Response Plan, Occupational Health and Safety Plan and ESCP (disclosed on KWSSIP website) and Implementation Plans as described there as well as in the E&S documents (ESIA/ESMP, ESIA Addendum, LMP, SEP, RAP etc.) and the NOC/ Environmental Approval issued by the SEPA
11.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: **No additional document**
ITB 13.1	Alternative Bids **shall not be** considered.
ITB 13.2	Alternative times for completion **shall not be** permitted.
ITB 13.4	Alternative technical solutions **shall not be** permitted for the Works.
ITB 14.5	The prices quoted by the Bidder shall be **subject to adjustment.**
ITB 15.1	The currency of the Bid and the payment currency shall be in accordance with Alternative **B** as described below: **Alternative B (Bidders allowed to quote in local and foreign currencies):** (a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies: i. for those inputs to the Works that the Bidder expects to supply from within the Employer's country, in **Pak Rupees**, the name of the currency of the Employer's country, and further referred to as "the local currency"; and ii. for those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in up to any three foreign currencies.
ITB 16.2	ITB 16.2 **applies**.
ITB 17.5	At this time, the Employer **intends** to execute certain specific parts of the Works by subcontractors selected in advance.

ITB 17.6	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 25% of *the total contract amount.* (b) Bidders proposing to subcontract shall specify in Section IV-Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
ITB 17.7	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: **a. Pipe Jacking/ Tunnelling Work**
ITB 18.1	The Bid shall be valid until: **February 28th, 2027**.
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): **N/A**
ITB 19.1	A Bid Security **shall be** required. A Bid-Securing Declaration **shall not be** required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be: **Lot 1: PKR 182 Million (USD 649,000)** **Lot 2: PKR 240 Million (USD 857,000)** **Lot 3: PKR 98 Million (USD 352,000)** **Lot 4: PKR 177 Million (USD 633,000)** *Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.]*
ITB 19.3 (a)	The Bidder shall furnish a Bid security in the form of an unconditional Bank Guarantee. The Bid Security shall not deviate in form, amount, and/or period of validity, indicating the name of the Bidder, Joint Venture or future Joint Venture Partners.
ITB 19.3 (d)	Other types of acceptable securities: **Call Deposit Receipt (CDR)**
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: **A board resolution or its equivalent, or power of attorney, which should either be:** **a) notarized, or**

	b) attested by an appropriate authority in the Bidder's home country, specifying the representative's authority to sign the bid on behalf of the bidder. **If the Bidder is an intended or existing joint venture, such authorization should be signed by all the parties and specify the representative's authority to sign the bid on behalf of the intended or existing joint venture.** **If the joint venture has not yet been formed, also include written evidence from all proposed members of joint venture of their intent to enter into a joint venture in the event of a contract award.**
D. Submission of Bids	
ITB 21.1	In addition to the original of the Bid, the number of copies is: **2 copies (Two)** **In addition to the hard copies, the Bidder shall submit the Technical Parts of the Bids in electronic format on a USB Flash Drive.** **The Priced Bill of Quantities shall be submitted in a form that can be read by Microsoft Excel and should be included in the Financial Part of the Bid.** **All other parts of the Bid shall be submitted in Portable Form Document Format (PDF). In the event of any discrepancy between the original hard copy and the electronic copy, the original hard copy shall prevail.**
ITB 22.1	For **Bid submission purposes** only, the Employer's address is: Attention: **Project Director, KWSSIP-II** Street Address: **G-40/1, Block-6, PECHS, Karachi** City: **Karachi** ZIP/Postal Code: **75400** Country: **Pakistan** The deadline for Bid submission is: Date: **October 28th 2026** Time: **12:00 hours (PST)** Bidders **shall not** have the option of submitting their Bids electronically.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The Bid opening shall take place at: Street Address: **PIU KWSSIP-II G-40/1, Block 6, PECHS** City: **Karachi**

	Country: **Pakistan** Date: **October 28th 2026** Time: **Immediately after Bid submission deadline**
ITB 25.6	The Letter of Bid – Technical Part and the sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" **shall** be initialed by representatives of the Employer conducting Bid opening.
G. Evaluation of Technical Part of Bids	
ITB 32.2	The weight to be given for Rated Criteria (including technical and non-price factors) is: **50%** The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight in % are:

Technical Factors	**Weights in percentage**
(sub-factors weights in percentage)	**(%)**
A. Environment, Social, Health & Safety (ESHS)	**20**
A1. ESHS Methodology	**10**
i. Contractor's ESMP (CESMP)	*5*
ii. Compliance with ESHS (including OHS and CHS) Specifications with proper modus operandi on how compliance will be accomplished.	*3*
iii. Organization of ESMP follow up *including GRM implementation.*	*2*
A2. Traffic Management	***10***
i. Traffic Control Planning & Site Access Management and Hard Barricading	*4*
ii. Safety Measures & Signages. Provide details, visual mockups and information dissemination)	*4*
iii. *Temporary Infrastructure*	*2*
B. Methodology for delivering the Project	**40**
B1. Work Program	**10**
i. Detailed activity sequencing	*3*
ii. Critical path identification	*2*
iii. Resource allocation timeline	*3*

	iv. Milestone definition in response and compliance to the applicable timelines.	*2*
	B2. Site Organization	**5**
	i. General consistent and suitability of the organization. Include year of incorporation, geographic presence, staff availability, number of permanent and contractual staff.	*2*
	ii. Means and methodology to limit the impact during the works including but not limited to use of trench boxes, slope protection through bracings / shoring and best practices such as confined space work / safety protocols.	*2*
	iii. In particular means and resource to protect the flood sites during works, holidays, rainy season, heat-waves and other climate related hazards**.**	*1*
	B3. Method Statement for construction activities (and design, if any)	**20**
	Construction Methods	**10**
	i. Utilities identification methodology.	*2*
	ii. Pipe laying techniques and Jointing procedures (Welding)	*4*
	iii. Thrust block installation	*0.5*
	iv. Backfilling methodology	*0.5*
	v. Pressure testing protocols	*0.5*
	vi. Strategy for protection and shifting of public utility services	*2.5*
	Quality Control Procedures	***4***
	i. Material testing methods	*2*
	ii. Welding inspection procedures	*1*
	iii. Alignment control measures	*0.5*
	iv. Documentation systems	*0.5*
	Site Management	**1**
	i. Layout of temporary facilities including labor rest areas, lavatories Housekeeping including	*0.5*
	ii. Material storage arrangements	*0.5*
	Technical solutions	**5**

	i. Crossing techniques (roads/utilities)	*2*
	ii. Dewatering/lowering of groundwater methods	*1*
	iii. Ground stabilization approach (shoring, bracing, soldier piling etc.)	*1*
	iv. Connection to existing network	*1*
	B4. Thrust Boring methodology	**5**
	i. Optimization of design and material	*2*
	ii. Field investigation, optimization of the alignment and Entrance/exit pits	*1*
	iii. Drawings-layout and profiles	*1*
	iv. Minimization of working spaces (temporary works) & disturbance during works	*1*
	C. Construction Material Quality	**40**
	C1. Original manufacturer datasheets for:	**10**
	i. Pipes	3
	ii. Valves	3
	iii. Coating/lining systems	2
	iv. Jointing materials	1
	v. any other	1
	C2. Proposed Testing & Acceptance Criteria:	**8**
	i. Internal/External Coating DFT	2
	ii. Holiday test	1
	iii. Material tests	2
	iv. Welding Procedure Specifications	2
	v. any other	1
	C3. Proposed Testing & Acceptance Criteria.	**8**
	Internal/External Coating DFT	8
	C4. Sample QA/QC Formats & Inspection Checklists	**8**
	1. Material inspection report	1
	2. Coating inspection checklist	2
	3. Pipe installation checklist	2
	4. Inspection checklist for all activities	1
	5. Factory Acceptance Test report format for valves, flow meter. Etc.	1

	6. any other: 1 **C5. Deviations & Value Engineering: 6** i. Clearly listed deviations from specs (if any): 1 ii. Technical justification + impact analysis: 3 iii. Proposed alternatives (if better): 2 **Note:** The scores against each factor/sub-factor shall be assigned in accordance with methodology stipulated in Section-III. The evaluation shall refer to the information in Submission Requirement: Section IV – Bidding Forms, Appendix to Technical Part of Bid.
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITB 33.5	The Letter of Bid – Financial Part and Schedules shall be initiated by **all** representatives of the Employer conducting Bid opening. ***Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer.***
I. Evaluation of Financial Part of Bids	
ITB 36.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency are **Pakistani Rupee (PKR)** The source of exchange rate shall be **TT Selling Rate published by the State Bank of Pakistan.** The date for the exchange rate shall be*:* **28 days prior to the deadline for submission of the Bids.** The currency(s) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative B that follows:

	Alternative B: ***Bidders quote in local and foreign currencies*** The Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.
ITB 36.2	A margin of domestic preference **shall not** apply.
ITB 37.1(f)	Nil.
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 40.1	The weight to be given for cost is: **50%**
K. Award of Contract	
ITB 49.1 and 49.2	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email), to: **Forum-1:** For the attention: CEO / Managing Director Title/position: CEO / Managing Director, KW&SC Agency: Karachi Water & Sewerage Corporation Email address: md@kw&sc.gos.pk Postal Address: MD Secretariat, Ground Floor, Block D, KW&SC, Shahrah-e-Faisal, 9th Mile, Karsaz, Karachi 75350. **Forum-2:** For the attention: Special Secretary (HTP), Local Government Department (LGD) Title/position: Special Secretary (HTP). Agency: Local Government Housing and Town Planning Department. Government of Sindh. Postal Address: Tughlaq House, Sindh Secretariat, Karachi.

	A copy of the complaint can be sent for the Bank's information and monitoring to: **pprocurementcomplaints@worldbank.org** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Bidding Documents; **2.** the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and **3.** the Employer's decision to award the contract.

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

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

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

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

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

Important Note to Bidders:

In Table A: Qualifications, Bidders are advised to carefully review the qualification criteria for each Lot, as the requirements for Financial Capabilities, Average Annual Construction Turnover, and Specific Construction & Contract Management Experience vary across Lot 1 to 4.

EVALUATION OF BIDS

1. Qualification

1.1 Update of Information

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

1.2 Subcontractors

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

1.3 Financial Resources

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

1.4 Contractor's Representative and Key Personnel

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

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

1.5 Equipment

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

Proposed List of Plant and Equipment (For Each Lot)		
S. No	**Name of Equipment**	**Quantity**
1	Mobile Crane 20-50 Ton	2
2	Excavators Caterpillar 330 or equivalent	4
3	Excavator with hammer Caterpillar 345 or equivalent	2
4	Dump Trucks	12
5	Wheel Loader	2
6	Mobile Lubricator / Diesel Tankers	1
7	Air Compressor	2
8	Generators Various capacities 10-500 kVA	3
9	Motor Grader	2
10	Rollers Vibrator	2
11	Water Tankers / Sprinkler (5000 gallon)	3
12	Compactors	6
13	Concrete Batching Plants	1
14	Transit Mixer (6 cu.m. capacity)	4
15	Poker Vibrator	8
16	Dewatering Pumping Sets	6
17	Bar Bender Machine	2
18	Bar Cutter Machine	2
19	Flat Bed Trailer	2

20	Tractor Trolley	4
21	Mobile Welding Plant	4

Note: The above is minimum requirement, the Bidder may proposed additional machinery to meet project timelines.

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

2. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 32.1:

The minimum technical requirements for the criteria and sub-criteria mentioned in ITB 32.2 are stipulated in Section 7-Works Requirements. The technical part of the bid shall be evaluated in accordance with the scoring methodology below to determine the components of the bid that meet or exceed the requirements.

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

Technical Proposal Scoring Methodology

Score (of the total score for the factor/subfactor as applicable)	Description	Remarks
0	Required feature is absent; no relevant information to demonstrate how the requirement is met	zero score is assigned for relevant factors/sub-factors
1	Required feature present with deficiencies such as insufficient or information that lacks clarity	30% of the maximum allocated score for relevant factors/sub-factors
2	Sufficient information to demonstrate how the requirement will be met	60% of the maximum allocated score for relevant factors/sub-factors

3	Sufficient information to demonstrate that the requirement will be marginally exceeded	80% of the maximum allocated score for relevant factors/sub-factors
4	Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	100% of the maximum allocated score for relevant factors/sub-factors

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

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

where:

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

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

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

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

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

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

where:

S_j = the Factor Technical Score of factor "j",

W_j = the weight of factor "j" as specified **in the BDS,**

n = the number of Factors, and

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

Alternative Technical Solutions for specified parts of the Works

Not Applicable

3. Financial Evaluation

Margin of Preference

Not Applicable

Criteria for Financial Evaluation

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

Time Schedule

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

Life Cycle Costs

Not Applicable

Sustainable Procurement

Not Applicable

4. Combined Evaluation

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

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

$$B \equiv \frac{Clow}{C} * X * 100 + \frac{T}{Thigh} * (1 - X) * 100$$

Where:

C = I

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

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids
X = weight for Cost as specified **in the BDS**

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

5. Multiple Contracts

If permitted under ITB 37.3, will be evaluated as follows:

(i) **Award Criteria for Multiple Contracts [ITB 37.3]:**

If in accordance with ITB 1.1 Bids are invited for more than one lot or package, the contract will be awarded to the Bidder or Bidders with the Most advantageous Bid for the individual lots.

However, if a Bidder, with a Bid that is substantially responsive and with the highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for the combination of lots for which the Bidders are qualified.

Cross discounts for award of multiple lots will not be considered.

(ii) **Qualification Criteria for Multiple Contracts**

The criteria for qualification are the aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:
N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:

i. N contracts, each of minimum value V; or

(b) For multiple Contracts

Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and N1, N2, N3, etc. shall be different contracts:

i. Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than N1 x V1.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than N2 x V2.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than N3 x V3.

Lot 4: N4 contracts, each of minimum value V4; or number of contracts less than or equal to N4, each of minimum value V4, but with total value of all contracts equal or more than N4 x V4.

ii. Subject to compliance as per (i) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than N1 + N2 + N3 +--but the total value of all such contracts is equal or more than N1 x V1 + N2 x V2 + N3 x V3 +---.

A. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1.2	**Conflict of Interest**	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	**Bank Eligibility**	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	**State- owned Enterprise or Institution of the Borrower country**	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	**United Nations resolution or Borrower's country law**	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract[6] did not occur as a result of contractor default since **1st April 2016.**	Must meet requirement	Must meet requirements	Must meet requirement[7]	N/A	Form CON-2
2.2	**Suspension Based on**	Not under suspension based on-execution of a Bid/Proposal	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid

[6] Non-performance, 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.

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Execution of Bid/Proposal Securing Declaration by the Employer	Securing Declaration pursuant to ITB 4.7 and ITB 19.9					
2.3	**Pending Litigation**	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	**Litigation History**	No consistent history of court/arbitral award decisions against the Bidder[8] since **1st April 2016.**	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	**Declaration: Environmental and Social (ES) past performance**	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years.[9]	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES **ES Performance Declaration Form CON-3**
2.6	**Bank's SEA and/or**	At the time of Contract Award, not	Must meet	N/A	Must meet	N/A	Letter of Bid,

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

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	SH Disqualification	subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	requirement (including each subcontractor proposed by the Bidder)		requirement (including each subcontractor proposed by the Bidder)		Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	Must meet requirement (Including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
3. Financial Situation and Performance – Section No 3.1 and 3.2 contain Lot-specific qualification requirements. Bidders are advised to refer to each Lot's criteria carefully.							
3.1	**Financial Capabilities**	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		Lot -1: US$ 8.8 million ; **Lot -2: US$ 11.7 million ;** **Lot -3: US$ 7.6 million ;** **Lot -4: US$ 8.6 million ;** for the subject contract(s) net of the Bidder's other commitments (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last **5 (Five)** 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 Must meet requirement	Must meet requirement N/A	N/A Must meet requirement	N/A N/A	
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of: **Lot -1: US$ 53 million;** **Lot -2: US$ 70 million;** **Lot -3: US$ 45 million;** **Lot -4: US$ 52 million;**	Must meet requirement	Must meet requirement	Must meet ***25 %, [Twenty Five percent]*** of the requirement	Must meet ***40% , [Forty Percent]*** of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		calculated as total certified payments received for contracts in progress and/or completed within the last **5 (Five)** years, divided by **5 (Five)** years.					
4. Experience: Section No 4.2b contains Lot-specific qualification requirements. Bidders are advised to refer to each Lot's criteria carefully.							
4.1 (a)	**General Construction Experience**	Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management contractor for at least the last **10 (Ten)** years, starting **1st April 2016.**	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	**Specific Construction & Contract Management Experience**	(i) A minimum number of similar contracts specified below that have been satisfactorily and substantially[10] completed as a prime contractor, joint venture member[11], management contractor or Subcontractor between **1st April 2016** and bid submission deadline: Lot 1:	Must meet requirement	Must meet requirement[12]	N/A	N/A	Form EXP 4.2(a)

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

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

[12] 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	One Member	
		1 (one) similar contract of minimum value **US$ 41 million.** Lot 2: **1 (one)** similar contract of minimum value **US$ 56 million.** Lot 3: **1 (one)** similar contract of minimum value **US$ 17 million.** Lot 4: **1 (one)** similar contract of minimum value **US$ 34 million.** The similarity of the contracts shall be based on the following: Pipeline contracts in accordance with Section-VII: Scope of Work and 4.2(b).					
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between **1st April 2016** and Bid submission deadline, a minimum construction experience in the following key activities successfully completed[13]:	Must meet requirements	Must meet requirements (The activities under 4.2(b) may be met by the bidder or through specialized sub contractor)	N/A	Must meet the following requirements for key activities listed below: Nil	Form EXP 4.2(b)

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		Lot 1: i) Aat least two crossings using Thrust Boring Completed ii) LLaying a length of 3 km of at least 48-inch diameter MS pipeline installed **Lot 2:** i) Aat least two crossings using Thrust Boring Completed ii) LLaying a length of 3 km of at least 48-inch diameter MS pipeline installed **Lot 3:** i) Aat least two crossings using Thrust Boring Completed ii) LLaying a length of 2 km of at least 48-inch diameter MS pipeline installed **Lot 4:**					

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		i) Aat least two crossings using Thrust Boring Completed ii) Laying a length of 3 km of at least 48-inch diameter MS pipeline installed					
4.2 (c)	**Specific Experience in managing ES aspects**	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between **1st April 2016** and Application submission deadline, experience in managing the following ES risks and impacts and any additional sustainable procurement aspects: a. Occupational Health and Safety Risks: Managed through provision of Personal Protective Equipment (PPE) to workers and organizing Toolbox 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	Must meet requirements	Must meet requirement	N/A	N/A	Form EXP 4.2 (c)

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		suppression techniques (e.g., water sprinkling). d. Details of safety records and statistics. e. ESHS compliance aligned with applicable national and international standards. f. Commitment to appoint qualified ESHS staff on site. g. Preparation and implementation of a Project ESHS Plan. h. Experience in implementing CESMP. i. Strategy for recruitment of staff and temporary workforce, including local labor, and establishment of a worker grievance mechanism. j. Strategy for communication and interaction with stakeholders and local communities. k. Availability of a valid ISO certification.					

Note: For the criteria of qualification against Multiple Lots (contracts), please refer to para 5(ii) above.

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Letter of Bid- Technical Part

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

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

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

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

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

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

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

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

(a) the Technical Part, and

(b) the Financial Part

In submitting our Bid, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;

(d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (v) below and delete the others*].

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

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

ii. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

iii. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

iv. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

v. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

vi. **Conformity**: We offer to execute in conformity with the bidding document the following Works: [*insert a brief description of the Works*] ;

(e) **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;

(f) **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;

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

(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) **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*];

(j) **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;

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

(l) **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;

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

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

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

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

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

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

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

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

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

Appendix to Technical Part of Bid

Technical Proposal

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

Site Organization

[insert Site Organization information]

Health and Safety Policy

The Bidder, or each partner in the case of a JV, shall submit the company's Health and Safety Policy, which must be signed in accordance with ITB 11.2 (h).

Method Statement

[insert Method Statement]

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

Sustainable Procurement Proposal

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

Mobilization Schedule

[insert Mobilization Schedule]

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

Construction Schedule

[insert Construction Schedule]

The construction schedule shall be prepared on a sectional basis, with the total length of a lot divided into sections of approximately 3 km each. A maximum of two (2) sections shall be handed over to the Contractor for execution at any one time. The programme shall clearly identify the sequence and duration of works for each section.

The construction schedule shall include the following key milestones:

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

ES Management Strategies and Implementation Plans (ES-MSIP)

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

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

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

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account 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, labourers and other employees of the Contractor and its JV partners at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each Subcontractor, Vendors, Suppliers, Service providers 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 including visitors;
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 of workers, staff, community, visitors, utilities and infrastructure;
    b. wearing required personal protective equipment;

c. using appropriate measures against hazards relating to chemical, physical and biological substances and agents as relevant to the nature of work; 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 transgender, elderly people, people from any ethnic / religious minority with disabilities, differently-abled persons migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

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

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

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

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

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

Form EQU: Contractor's Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

Subcontractors

Option 1- Without Prequalification

(a) Specialized Subcontractors

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

No.	*Part of the Works to be subcontracted*	*Specialized Subcontractor's name and address*	*Nationality*	*Specific Experience*

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

No.	*Part of the Works to be subcontracted*	*Subcontractor's name and address*	*Nationality*	*Specific Experience*

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

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

Contractor' Representative and Key Personnel (for each lot)

1.	**Title of position:** Project Manager **(**Contractor's Representative) (1 No)	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
2.	**Title of position:** Construction Manager Civil	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
3.	**Title of position:** Construction Manager Mechanical	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
4.	**Title of position:** Contracts/Planning Engineer	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
5.	**Title of position:** Material Engineer	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
6.	**Title of position:** Site Engineers	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
7.	**Title of position:** Quantity Surveyor	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
8.	**Title of position:** QA/QC Engineer	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
9.	**Title of position:** Environmental Specialist	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
10.	**Title of position:** Social Safeguards Expert	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
11.	**Title of position:** OHS Specialist	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
12.	**Title of position:** Road Engineer	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
13.	**Title of position:** Medical Officer	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]

14	**Title of position:** OHS Officer No. 1	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
15	**Title of position:** OHS Officer No. 2	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
16.	**Title of position:** OHS Officer No. 3	
	Name of candidate:	

	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
17.	**Title of position:** OHS Officer No. 4	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
18.	**Title of position:** OHS Officer No. 5	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
19	**Title of position:** Social / Community Liaison / Communication Officer No. 1	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
20	**Title of position: Gender Officer** No. 1	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]

	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
21	**Title of position: Flagman** No.1	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
22	**Title of position: Flagman** No.2	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
23	**Title of position: Flagman** No.3	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
24	**Title of position: Flagman** No.4	
	Name of candidate:	

	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
25	**Title of position: Flagman** No.5	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
26	**Title of position: Flagman** No.6	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
27	**Title of position: Security Personnel No.1**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Qualification and Experience Requirement	[*insert academic qualification and years of work experience*]

	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]

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

Name of Bidder

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

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Local Labour Method Statement

This Method Statement demonstrates Bidder's approach and methodology to engaging local labour[14] during the execution of the contract in accordance with the requirement specified in ITB 16.2(ii).

In developing this Method Statement, the Bidder shall exercise its best efforts to present its approach and methodology for the engagement of local labour that the Bidder will be able to deliver during contract execution and comply with the requirement for allocating not less than 30% of total labour cost[15] to local labour. This Method Statement will be part of the contract and updated as appropriate during contract execution, subject to the Engineer's approval.

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

- The total number of labour employed by skill category, expressed as Full-time Equivalent (FTE)[16] over the duration of the contract. Please use the formula below to calculate the FTE over the duration of the contract for each skill category[17]:

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

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

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

[14] **Notes for Bidders:**
[1] Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.
[15] For the purpose of this requirement, the Bidder should consider "costs" as only wages.
[16] FTE should be calculated for each skill category. Skill categories are Skilled, Semi-skilled, and Unskilled labour.
[17] In the formula, the number of available full-time labour hours per worker per year can be estimated based on the specifics of the contract, using a calculation such as: 40 hours/week x 52 weeks/year = 2080 hours/year. This can be multiplied by the estimated duration (in years) of the contract.

Bidder's Qualification without prequalification

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

Form ELI -1.1: Bidder Information Form

Date: _____
RFB No. and title: _____
Page _____of _____pages

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

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

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

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

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

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

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

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

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

☐ No Litigation History ☐ Litigation History

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

Form CON – 3: Environmental and Social Performance Declaration

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

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

Environmental and Social Performance Declaration
in accordance with Section III, Qualification Criteria, and Requirements

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

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

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

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

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]*
To:

RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration

in accordance with Section III, Qualification Criteria, and Requirements

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

We accept that, if awarded the Contract, we, including our Subcontractors, are required to comply with the SAE/SH Prevention and Response Obligations under the Contract, and we further accept that the Bank may disqualify us from being awarded a Bank – Financed Contract for a period of two years, if it is determined by Dispute Avoidance/Adjudication Board (DAAB0 decision that we:

a) Have failed to correct non-compliance with identified SAE/SH Prevention and Response Obligation; and/or

b) Were non-compliant with such obligations at the time of an alleged incident,

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

We, the undersigned, declare that:

☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations

☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations

☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

☐ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.

☐ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.

Name of the Bidder

Name of the person duly authorized to sign the Bid on bhalf of the Bidder

Signature of the person named above

Date Signed Day of *Note: In case of a Joint Venture, the SEA and/or SH Declaration must be in the name of all members to the Joint Venture that submits the Bid*
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate]*.

Form FIN – 3.1: Financial Situation and Performance

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

1. Financial data

Type of Financial information in (currency)	**Historic information for previous** _____*years,* _____ **(amount in currency, currency, exchange rate*, USD equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 36.1 for the exchange rate

2. Sources of Finance

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

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

2. Financial documents

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

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[18] for the _____years required above; and complying with the requirements

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

Form FIN – 3.2: Average Annual Construction Turnover

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

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

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

Form FIN – 3.3: Financial Resources

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

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

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

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

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

Note: The bidder shall provide the value of outstanding works and average monthly invoicing over last six months. The current commitment against each contract shall be considered equivalent to three months cash flow calculated by dividing total outstanding work value by remaining number of months.

Form EXP - 4.1: General Construction Experience

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

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

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

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

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

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

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

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

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Subcontractor's Name[19] (as per ITB 17): _____
RFB No. and title: _____

Page _____ of _____ pages

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

1. Key Activity No One: _____

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

[19] If applicable

	Information
Address: Telephone/fax number E-mail:	

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

2. Activity No. Two
3. ……

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

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

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

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

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

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

Form of Bid Security - Demand Guarantee

Beneficiary: _____

Request for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

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

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

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

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

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

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

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

_____

[signature(s)]

Letter of Bid - Financial Part

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

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

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

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

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

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

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

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

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

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

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot [*insert the total price of each Lot 1n words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

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

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

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

Appendix to Financial Part

Schedule of Cost Indexation

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

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

where:

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

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

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

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

"Lo", "Eo", "Mo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

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

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

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

Table of Adjustment Data

[In Tables A, B, and C, below, the Proposer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date	Bidder's related currency amount (PKR)	Bidder's proposed weighting for Coefficients*
I	Nonadjustable				0.65
II	High Speed Diesel	*			0.08 – 0.10
III	Labour	*			0.08 – 0.10
IV	Cement	*			0.12 – 0.15
V	Reinforcement Steel	*			0.02 – 0.04
			Total		**1.00**

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

Source of Index:

*1: The base and current rates (indices) of each cost element shall be taken for Karachi from the Urban Inter-City Consumer Prices of Construction and Energy Items (Monthly Bulletin of Statistics) issued by Pakistan Bureau of Statistics (PBS), Statistical Division Government of Pakistan. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.

Note:

1. Cement shall represent all types of Cement and rates shall correspond to Cement (local) (per 50kg bag).
2. Steel shall represent all kinds of steel reinforcing bars and structural steel and rates shall correspond to (Iron bars, ½" dia 60 Grade) (M.S bars) (per tonne).
3. High Speed Diesel shall represent all kinds of fuels and lubricants and shall correspond to High Speed Diesel (per litre).
4. Labour shall represent all types of labour and rates shall correspond to Labour (unskilled) (per day).
5. Adjustment of Increase/Decrease shall only be admissible for the materials listed above.
6. Value of work done for Price Adjustment purpose shall be value of Permanent works (Excluding Bill of General Items & Provisional sum).

Table B. Foreign Currency (FC)

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

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
I	Nonadjustable	—	—	—		**A:** 0.25
II	HR Coil for MS Pipe	**				**B:** 0.75
				Total		**1.00**

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

Source of Index:

**2: The price adjustment for the HR Coil used in the manufacturing of MS Pipe shall be based on the monthly average price index published by the Fastmarkets MB for Hot Rolled Coil (HRC) in the relevant market MB-STE-0144. This index will serve as the reference point for any fluctuations in the cost of raw materials during the contract period. Adjustments will be made accordingly to reflect the changes in the index, ensuring that the pricing remains fair and aligned with current market conditions.

Schedule of Payment Currencies

Table C: Alternative B

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

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

Name of currency	*Amounts payable*
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency (PKR)	
Lot 1	4,182,383,000
Lot 2	2,405,033,000
Lot 3	2,239,733,000
Lot 4	2,704,003,000

Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all cost 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. Without limiting the generality of the foregoing, the Contractor's unit rates and prices for all items shall be deemed to fully include all costs associated with: Mobilization and Demobilization, Contractor's Camps and Facilities, Regulatory Approvals, Statutory Levies, etc… No separate or additional payment will be made by the Employer for these activities, and the costs thereof shall be deemed to be fully distributed and amortized across the unit rates and prices entered in the Bill of Quantities.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities. 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.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

9. The method of measurement of completed work for payment shall be in accordance with the method of measurement indicated in the specifications.
10. As BDS-ITB 15.1 (b) applies, Bidders shall price the Bill of Quantities in the applicable currency or currencies.

B. List of Abbreviations

General

Drg. No. : Drawing Number

HDPE : High Density Polyethylene

LS. : Lump Sum

MS : Mild Steel

P.N. : Nominal Pressure in bars

PS : Provisional Sum

RC : Reinforced Concrete

Spec : Specifications

PVC : Plasticised Polyvinyl Chloride

KW&SC : Karachi Water & Sewerage Company

DAAB : Dispute Adjudication/Avoidance Board

AWAA : American Water Works Association

AASHTO : American Association of Highway and Transportation Officials

DLP : Defect Liability Period

SSWL : Sub Soil Water Level

Units and Measurements

Dia : Diameter

hr : Hour

Kg : Kilogramme

Km : Kilometer

KW : Kilo Watt

KWh : Kilo Watt hour

Ru.m : Linear metre

Sq.m : Square metre

Cu.m : Cubic metre

mm : Millimetre

No. : Number

Qty: Quantity

Ton. : Tonne

Bill of Quantities

Please refer to the Volume II Bill of Quantities

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1: *"none"*

Under ITB 4.8 (b) and 5.1: *"none"*

Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly,

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

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[20] (ii) to be a nominated[21] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers: and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[22] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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20 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.

21 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.

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

PART 2 –Works' Requirements

Section VII - Works' Requirements

Contents

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Scope of Works

Project Overview

The drinking water system of Karachi currently relies primarily on Kinjhar Lake, fed by the KB Feeder from the Kotri Barrage, and to a lesser extent on Hub Dam for its water supply. Karachi intake from Kinjhar Lake is 645 MGD and Hub Dam provides an additional 100 MGD. However, rapid population growth and urban expansion have created a gap between water demand and production. For this purpose, K-IV Augmentation Works was planned for execution which is supposed to add 650 MGD water to the system.

The K-IV Bulk Water Supply Project started in 2002 when the authority realized that the Karachi water demand had significantly increased. A 2007 feasibility study was conducted by Osmani & Company Ltd. (OCL) under KW&SB. Detailed design and the initial PC-I (Project Concept-I) were completed in 2014, and the main contract was awarded to Frontier Works Organization. Subsequent implementation challenges led the federal government to transfer project execution and oversight to WAPDA.

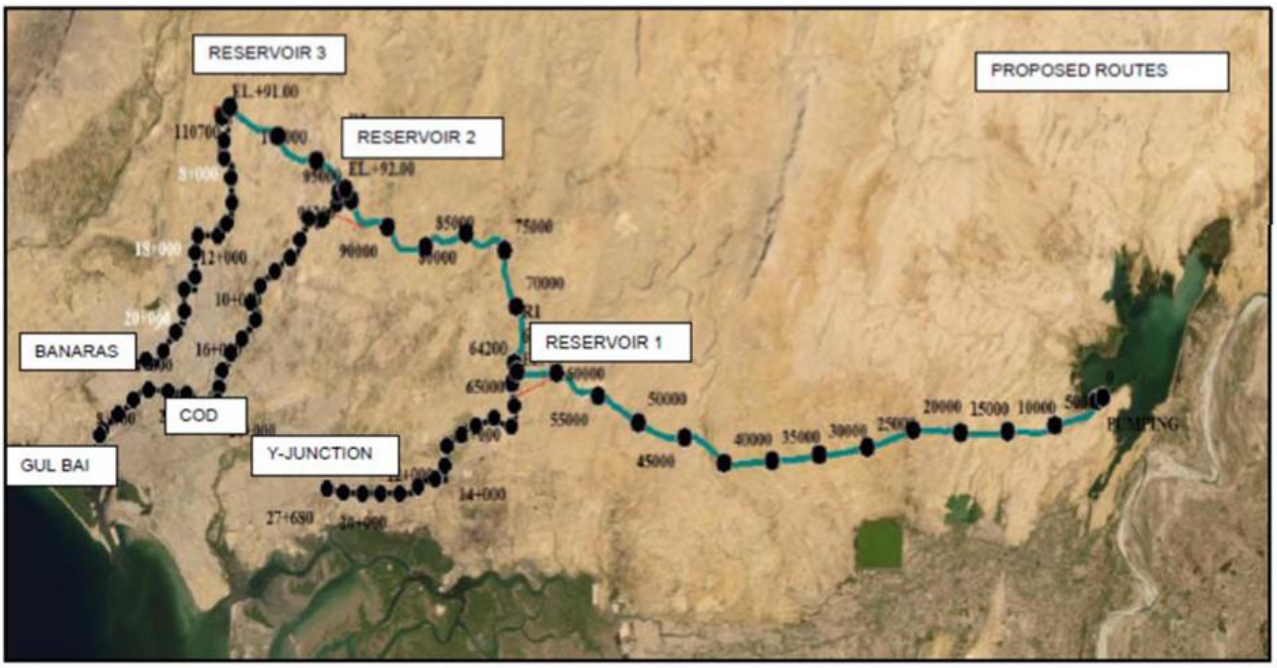
The Phase I PC-I, providing 260 MGD out of 650 MGD, has now been approved and mobilized, marking a critical first step toward closing Karachi's water supply gap.

The planned distribution is as follows:

- Reservoir 1 to Y-Junction: 65 MGD
- Reservoir 2 to Sir Syed University (SSU) & Gul Bai: 130 MGD
- Reservoir 3 to Banaras: 65 MGD

Project Location

The K-IV Augmentation Works follows approximately 111 km from Kinjhar Lake in Sindh Province to three strategically positioned off-take points serving Karachi's distribution network. The main transmission corridor runs parallel to the Kirthar Range, cutting across Thatta and Jamshoro districts before entering Karachi's metropolitan area. This first component namely "Main K-IV " involves conveyance of water from Kinjhar Lake (surface water source) to the three high points namely R1, R2 and R3 where three separate water filtration/treatment plants along with reservoirs are proposed. Currently, this component is being executed by WAPDA and construction is in progress.



Proposed routes for the three transmission mains

Climate Conditions

Karachi experiences a hot, arid coastal climate characterized by high temperatures, low annual rainfall, and significant humidity variations influenced by its proximity to the Arabian Sea. The city's average temperatures range from 15°C in winter to over 35°C in summer, with occasional heatwaves pushing temperatures above 40°C. Rainfall is sparse and irregular, occurring mainly during the monsoon season between July and September, with an annual average of about 150 mm. Relative humidity remains high, particularly in the summer months, contributing to material corrosion risks. Wind patterns are dominated by southwesterly sea breezes during summer and northeasterly dry winds in winter. Considering the prevailing climatic conditions and the increasing frequency and intensity of heatwave events in Karachi, the Contractor shall implement appropriate heat stress management measures for workers, including provision of cooling safety helmets, breathable safety shoes, adequate drinking water, Oral Rehydration Salts (ORS), shaded rest areas, work-rest cycles, and heat stress awareness programs to minimize heat-related illnesses and maintain worker health, safety, and productivity.

Objectives of the Assignment

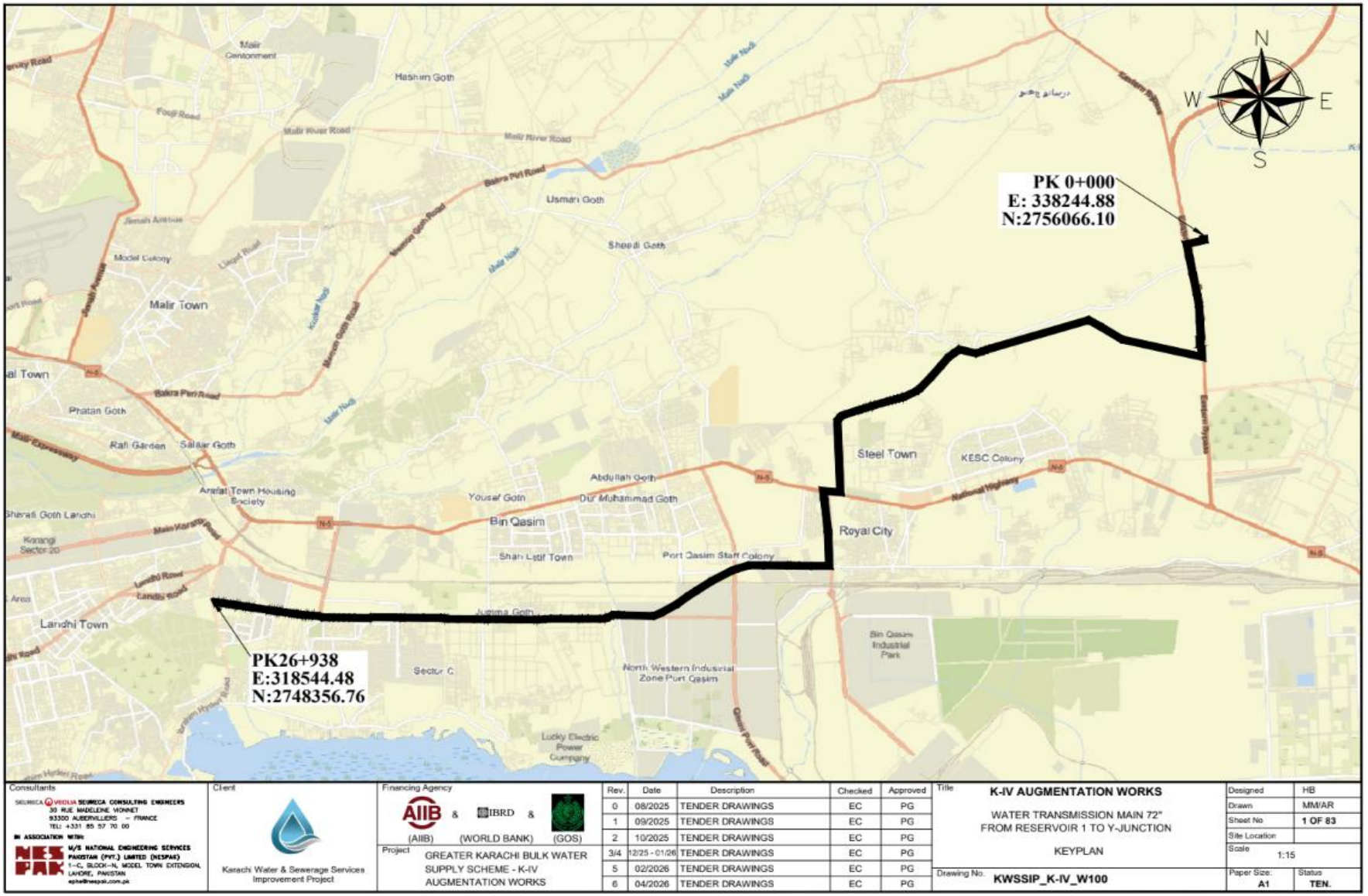
The objective of these Works is to construct three critical transmission mains from the balancing reservoirs to designated urban delivery points. The Works are organized into four construction

packages (Lots), under one contract, each representing a distinct pipeline section with specific technical requirements.

Package Descriptions

Lot 1: Reservoir 1 to Y-Junction

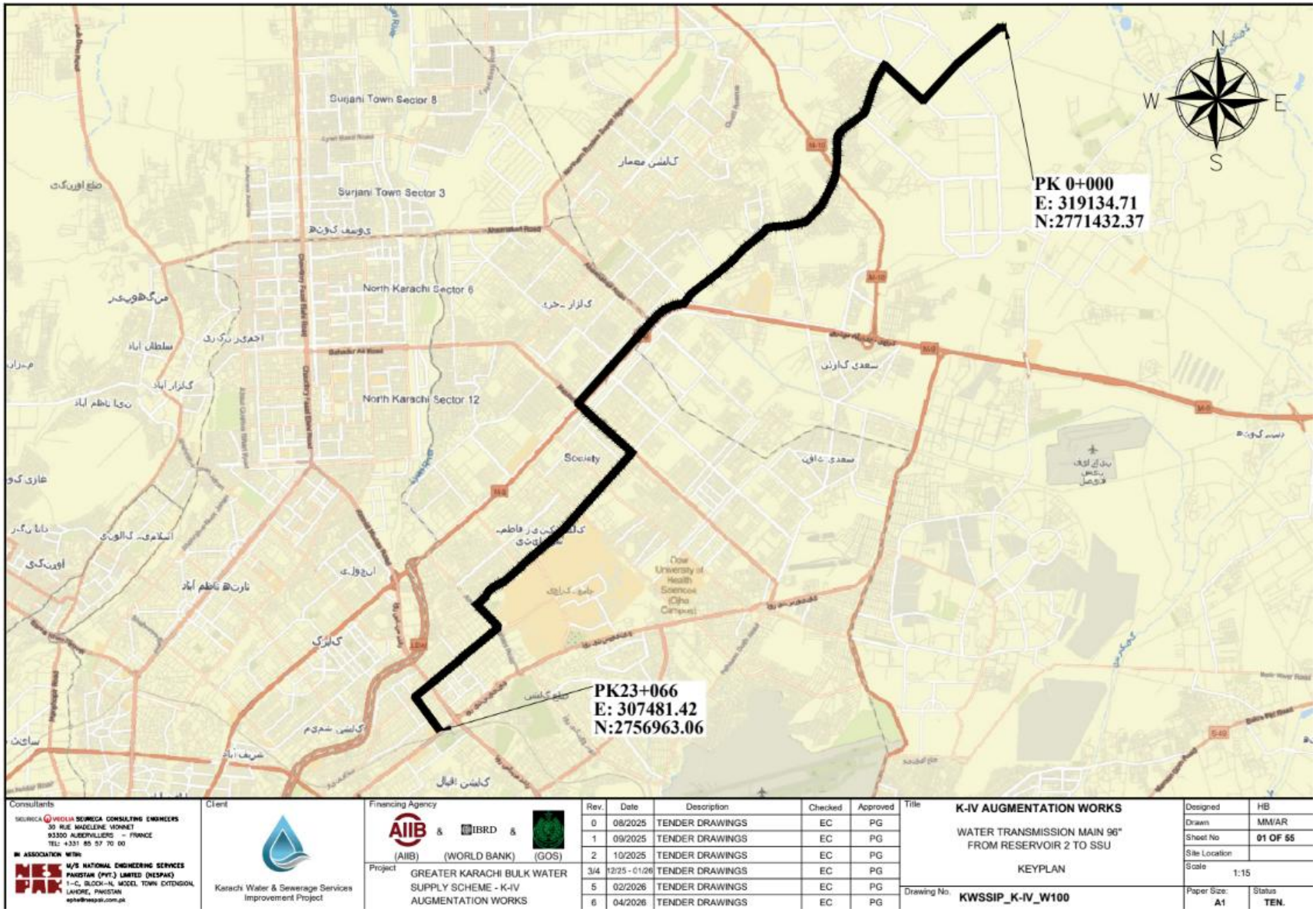
- **Scope**: Laying of a 72-inch diameter mild steel (MS) pipeline.
- **Pipe Specifications**: X-42 grade steel with 12.7 mm wall thickness.
- **Length**: Approximately 27 km.
- **Purpose**: Conveyance of 65 MGD of treated water to Y-Junction.



Proposed Route from R1 to Junction Y (Lot 1)

Lot 2: Reservoir 2 to Sir Syed University (near NIPA)

- **Scope**: Laying of a 96-inch diameter MS pipeline.
- **Pipe Specifications**: X-42 grade steel with 20.6 mm wall thickness.
- **Length**: Approximately 23 km.
- **Purpose**: First segment of the 130 MGD conveyance to Sir Syed University.

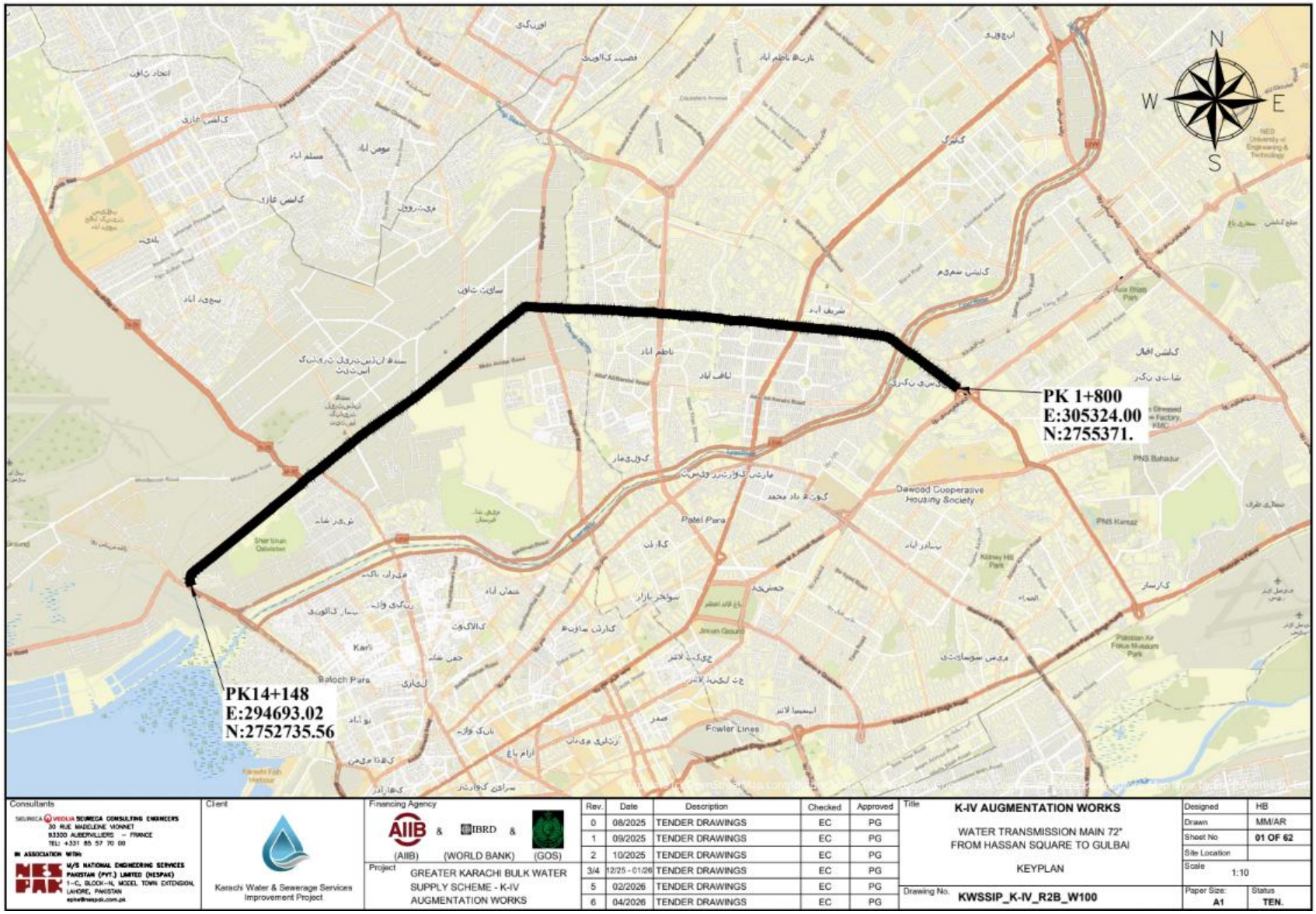


Proposed Route from Reservoir 2 to Sir Syed University Near Nipa (Lots 2)

Lot 3: Hassan Square to Gul Bai (Continuation of Lot 2 pipeline)

- **Scope**: Laying of a 72-inch diameter MS pipeline.
- **Pipe Specifications**: X-42 grade steel with 12.7 mm wall thickness.
- **Length**: Approximately 12.5 km.

Purpose: Continuation of transmission from Sir Syed University to Gul Bai.

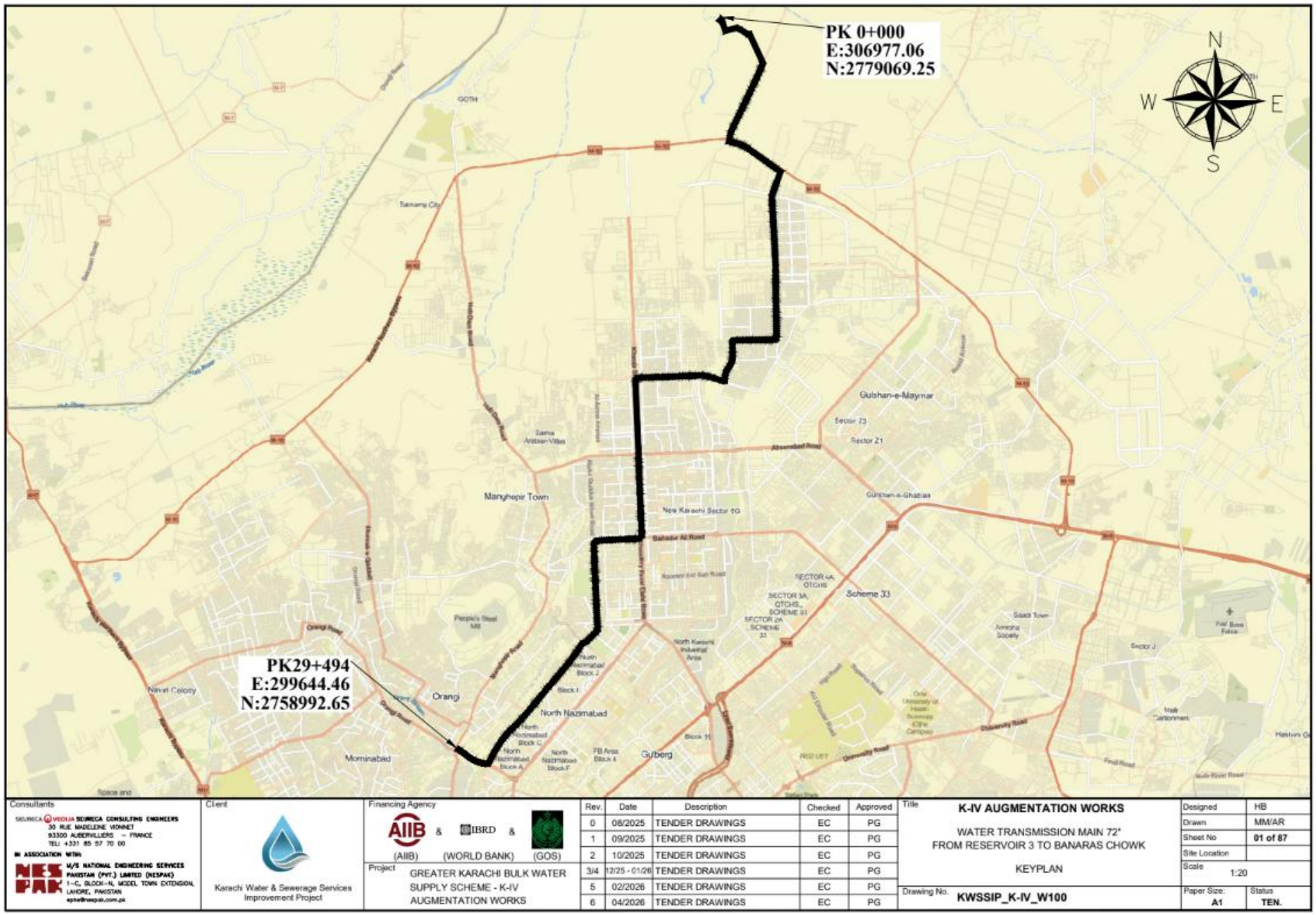


Consultants	Client	Financing Agency	Rev.	Date	Description	Checked	Approved	Title			
SEURECA VEOLIA SEURECA CONSULTING ENGINEERS 30 RUE MADELEINE VIONNET 93300 AUBERVILLIERS – FRANCE TEL: +331 85 57 70 00 IN ASSOCIATION WITH: M/S NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED (NESPAK) 1-C, BLOCK-N, MODEL TOWN EXTENSION, LAHORE, PAKISTAN espak@nespk.com.pk	Karachi Water & Sewerage Services Improvement Project	AIIB & IBRD & (GOS) (AIIB) (WORLD BANK) (GOS) Project: GREATER KARACHI BULK WATER SUPPLY SCHEME - K-IV AUGMENTATION WORKS	0	08/2025	TENDER DRAWINGS	EC	PG	K-IV AUGMENTATION WORKS WATER TRANSMISSION MAIN 72" FROM HASSAN SQUARE TO GULBAI KEYPLAN	Designed	HB
			1	09/2025	TENDER DRAWINGS	EC	PG		Drawn	MM/AR
			2	10/2025	TENDER DRAWINGS	EC	PG		Sheet No	01 OF 62
			3/4	12/25 - 01/26	TENDER DRAWINGS	EC	PG		Site Location	
			5	02/2026	TENDER DRAWINGS	EC	PG		Scale	1:10
			6	04/2026	TENDER DRAWINGS	EC	PG	Drawing No. KWSSIP_K-IV_R2B_W100	Paper Size: A1	Status TEN.

Proposed Route from Hasan Square to GulBai (Lot 3)

Lot 4: Reservoir 3 to Banaras Chowk

- **Scope**: Laying of a 72-inch diameter MS pipeline.
- **Pipe Specifications**: X-42 grade steel with 12.7 mm wall thickness.
- **Length**: Approximately 29 km.
- **Purpose**: Conveyance of 65 MGD to Banaras Chowk.



Proposed Route for R3 to Banaras (Lot 4)

The total length of the transmission pipelines to be laid under the four lots is approximately **94 km.** The Works under this tender exclude the 2.7 km section known as 'Common Corridor'. However, the Contractor shall be responsible for the connection upstream of this section, which represents the downstream battery limit of the project. The interface point and connection details shall be coordinated with the relevant stakeholders to ensure proper integration of the works.

Each pipeline segment intersects with major roads and existing utility networks, requiring specialized construction methods and careful coordination. The Contractor shall implement appropriate crossing techniques (such as trenchless technology, pipe jacking, or micro-tunneling) to maintain traffic flow and protect existing infrastructure while ensuring reliable water conveyance to Karachi. All crossing works shall comply with relevant authorities' requirements and specifications.

The Contractor shall Design and Build sections of the Works as detailed in the Specifications and Drawings and shall be liable for the following component:

- Thrust Boring at crossings, as identified in the drawings
- Thrust Blocks design
- Cathodic Protection of the Pipeline
- Chambers design
- All crossings or Works within or near existing water, electrical, gas, or communications utilities, main railway line, roads, lyari and other services

The Site shall be handed over to the Contractor in defined sections, each not exceeding a maximum length of 3 km no more than Two (02) segments shall be handed over to the Contractor simultaneously. The programme submitted in accordance with Sub-Clause 8.3 shall include sectional sequencing of the Works, taking into account the requirements of the approved Resettlement Plan (RP) and Traffic Management Plan (TMP). The execution methodology for each section shall be aligned with such a programme and shall ensure that construction activities are sequenced so as to minimize disruption to livelihoods, particularly for affected businesses and shops along the alignment.

Access to each section of the Site shall be provided progressively, subject to mutual coordination between the Employer, the Engineer, and the Contractor. The construction activities shall commence in any section when compensation payments to Project Affected Persons (PAPs) and associated resettlement measures for that specific section have been fully implemented, in accordance with the Environmental and Social Commitment Plan (ESCP), the approved Resettlement Plan, and the applicable World Bank Environmental and Social Standards (ESS).

Specification
(Please refer to Volume III – Specifications)

The submission shall explain how the Bidder will proposes to organize and manage the Works. The submission shall be clearly structured to cover the Sub-parts set out below. As an indication of the level of detail required in the Bid, an indication of the number of A4 pages appropriate in the submission is given:

Ref.	Sub -Part	No. of A4 Pages (Approx.)
1.	An outline Health and Safety Plan including as a minimum: - key health and safety hazards and risks specific to the project - procedures for managing occupational and community health and safety - procedures for monitoring and managing those risks and complying with the health and safety requirements of the contract	**02**
2.	An outline Environmental and Social Management Plan including as a minimum: - key environmental and social risks specific to the project - procedures for monitoring and managing those risks and complying with the environmental and social requirements of the contract and SS-ESMP including specific measures to avoid Anti-Encroachment Drive affected areas .	**03**
3.	An outline Community Liaison Plan including as a minimum: - key community liaison risks; and - how the contractor plans to comply with his community related obligations under the contract	**02**

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): ESS1: Assessment & Management of environmental & social risks & impacts, ESS 2: Labor and Working Condition, ESS 3: Resource Efficiency and Pollution Prevention Management, ESS 4: Community Health and Safety, ESS5: Land Acquisition, restrictions on land use & involuntary resettlement, ESS 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources, ESS 8: Cultural Heritage 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) and the Addendum I of ESIA of K-IV Augmentation Works and is included at the end of this section.

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

The approved ESIA and the Addendum I of ESIA and RAP can be found on the KWSSIP-II official website.

Note: All E&S instruments prepared for the project including but not limited to ESIA and it's addendum, ESCP, SEP, LMP, RP and environmental conditions provided in the NOC/ Environmental Approval issued by SEPA shall be complied by the Contractor in true letter and spirit.

Environmental and Social Risks to be managed by the Contractor

Based on the ESIA and the Addendum I of ESIA for the K-IV Augmentation Works, the following environmental and social risks may arise during construction and shall be managed by the Contractor.

Occupational Health and Safety and Labor Risks :

Construction activities such as excavation, trenching, operation of heavy machinery, and civil works may expose workers to occupational health and safety hazards. Workers may also face labor-related risks including unsafe working conditions, discrimination, child or forced labor, and risks of gender-based violence (GBV), sexual exploitation and abuse, and sexual harassment (SEA/SH). If

asbestos cement pipes are encountered during excavation, workers may also be exposed to hazardous materials. Such impacts will be managed through the implementation of measures provided in the LMP, ESIA and the Addendum I of ESIA in true letter and spirit.

Pollution and Resource Use ( ):
Construction works may generate dust, air emissions, noise, vibration, wastewater, and solid wastes. Earthworks and excavation may cause soil erosion or contamination from fuel, oil, and chemical spills. Improper waste handling may also lead to pollution of nearby soil and water resources. Such impacts will be managed through preparation and implementation of Resource Conservation Plan.

Community Health and Safety :
Construction along major roads and populated areas may create risks to public safety due to traffic congestion, movement of heavy vehicles, open excavations, and exposure to dust, noise, and construction materials. Communities may also face risks of accidents or communicable diseases associated with the presence of construction workers. Health and safety of the communities will be protected through implementation of EHS related mitigation measures provided in ESIA/ESMP. Emergency preparedness and response plan will be prepared and implemented at site.

Damage to Existing Utilities :
Excavation works may encounter existing utilities such as gas pipelines, electricity cables, water supply lines, sewerage networks, storm water drains, and telecommunication lines. Accidental damage to these utilities may result in service disruption, safety hazards such as gas leaks or electrocution, environmental contamination, and inconvenience to surrounding communities. Comprehensive mapping of exiting utilities shall be done before start of construction activities and relevant departments should be prior informed.

Disruption of Services and Access
Construction activities may temporarily disrupt access to businesses, residences, and community facilities, as well as affect existing utilities within the Right of Way. Construction schedule and work timings should be communicated to the affected communities.

Biodiversity Impacts:
Pipeline installation may require removal of trees along the alignment, potentially affecting vegetation and local biodiversity. Tree plantation plan has to be implemented to compensate tree removal and loss of biodiversity.

Cultural Heritage :
Mosques, shrines, and graveyards located within the corridor of influence may be exposed to disturbance during construction activities. Chance find procedures has to be followed, if any cultural heritage or artifacts are discovered especially during excavation activities.

Livelihood Impacts :
Construction works within the Right of Way may temporarily affect roadside vendors and small businesses through restricted access or temporary disruption of economic activities. RP needs to be implemented in true letter and spirit to reduce livelihood impacts.

The PIU shall provide compensation to Project Affected Persons (PAPs) for temporary business income loss for a period of up to three (3) months, in accordance with the approved Resettlement Plan (RP). Where the period of disruption exceeds three (3) months due to delays attributable to the Contractor, including failure to comply with the Contract, failure to implement the approved work programme, or other Contractor-caused delays, the Contractor shall be responsible for payment of additional compensation for the extended period. Such compensation shall be paid on a pro rata basis for the actual number of days of additional disruption, using the prevailing minimum wage rate (or such other rate specified in the approved RP, where applicable).

Stakeholder Awareness and Grievances (ESS10):
Limited awareness of construction activities among affected communities may lead to grievances or conflicts if adequate communication and engagement mechanisms are not implemented. SEP has to be prepared and followed for effective stakeholder engagement and addressal of their concerns.

ESHS Management Plans

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

a- **Contractor's Environmental and Social Management Plan (CESMP):** Aligned with the Employer's Environmental and Social Impact Assessment (ESIA) and the Addendum I of ESIA and Environmental and Social Management Plan (ESMP).

b- **Occupational Health and Safety (OHS) Plan:** Addressing worker safety, including personal protective equipment (PPE), work permit requirements for each activity e.g. hot work, confined space, excavation, lifting, and electrical permits will be controlled and verified on-site and emergency preparedness, and response protocols will be implemented.

c- **Community Health and Safety (CHS) Plan:** Focusing on mitigating impacts on nearby communities, including traffic management and controlling dust and noise emissions. The Contractor will immediately inform the Engineer or Employer, in case of any accident or incident. The Employer will notify the Bank no later than 24 hours after learning of the incident or accident. The Employer will provide subsequent reports to the Bank: initial report within 2 days and detailed report within 10 days. An emergency preparedness and response plan will be prepared by the Contractor mentioning types of emergencies, remedies to different hazards /emergencies, emergency contacts, personnel responsible during emergency, etc.

d- **Waste Management Plan:** Detailing the proper disposal of construction and hazardous waste.

e- **Emergency Preparedness and Response Plan (EPRP):** A site-specific plan prepared by the Contractor as part of the Contractor's Environmental and Social Management Plan (CESMP), outlining the procedures, responsibilities, resources, and communication arrangements for

preventing, responding to, and managing emergency situations that may arise during project implementation. The EPRP shall address potential emergencies such as fire, hazardous material spills, medical emergencies, structural collapse, flooding, traffic accidents, security incidents, and natural disasters, and shall include emergency response procedures, evacuation arrangements, emergency contact information, training, and periodic mock drills.

f- Emergency Response Plan: Preparedness for accidents, natural disasters, and health-related emergencies.

g- 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.

h- Gender Action Plan: Outlining measures to promote gender equality, prevent gender-based violence (GBV), and ensure inclusive participation and equal opportunities for women and vulnerable groups throughout project implementation including SEA/SH requirements.

i- Resource Efficiency and Pollution Prevention Plan: Describing strategies to optimize the use of water, energy, and raw materials while minimizing emissions, effluents, and other sources of environmental pollution during construction.

j- Tree Plantation Plan: Specifying the approach for compensatory plantation, species selection, planting methods, requirements for NOC from concerned departments for tree removal, tree inventory, compensatory plantation ratio, survival monitoring of trees and maintenance to offset tree removal and enhance local green cover.

k- Site Restoration Plan: Defining procedures for reinstating and rehabilitating construction sites to their original or improved condition upon completion of works.

l- Security Management Plan: Establishing protocols to manage project-related security risks, ensuring the safety of personnel, assets, and communities in line with applicable environmental and social standards.

Compliance Monitoring and Reporting

The Contractor shall conduct regular ESHS compliance monitoring and submit periodic reports (monthly/quarterly) to the Employer. Reports shall include but not limited following and cover all the requirements of ESIA/ESMP and the Addendum I of ESIA:

- Progress on the implementation of ESHS plans.
- Record of safe man hours
- Details of TBTs record
- Summary of periodic trainings
- 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 separately 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.
- GRM should also contain feedback loop to ensure the complaint is considered as closed.

Cost Responsibility

All costs associated with ES compliance, including staffing, training, monitoring, and reporting, shall be borne by the Contractor. These costs must be included in the Contractor's bid price other than those items which are indicated under separate ESMP Bill. The Engineer will reserve the right to issue warnings to Contractor, deduct the associated costs and subsequent stoppage of work, in case of non-compliances.

ESHS Staffing:

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

Environmental Specialist: To ensure compliance with environmental standards.

OHS Specialist: Responsible for workplace / community safety.

Social Expert: Supervise all social safeguards related activities (e,g community-related issues, stakeholders' engagement, handling GBV / SEA / SH issues and manage grievance mechanisms, etc.) at site as per E&S instruments. Prepare inputs for periodic environmental monitoring reports.

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

OHS Officers: Responsible for workplace / community safety.

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

Gender Officer: Responsible for ensuring gender-inclusive planning, implementation, and monitoring of project activities while promoting equitable participation and safeguarding against gender-based risks.

Flagman: Responsible for regulating and directing vehicular and pedestrian traffic around construction and excavation areas, maintaining safe access routes, implementing traffic management measures, and protecting workers, road users, and the public from construction-related hazards.

Security Guard / Watchman: Responsible for safeguarding personnel, equipment, materials, and project assets, controlling access to the construction site, preventing unauthorized entry, conducting routine security patrols, maintaining visitor records, and promptly reporting security incidents to the Contractor and relevant authorities.

Environmental and Social Obligations of the Contractor

The Contractor shall comply with all applicable environmental and social requirements outlined in the **ESIA, ESIA Addendum** and the Addendum I of ESIA, **ESMP, , Labor Management Procedures (LMP), Stakeholder Engagement Plan (SEP)**, relevant national regulations, and applicable World Bank Environmental and Social Standards.

Prior to commencement of works, the Contractor shall prepare and submit for approval a **Contractor's Environmental and Social Management Plan (CESMP)** consistent with the ESMP. The CESMP shall include site-specific procedures to manage environmental and social risks during construction.

The Contractor shall implement measures to ensure **occupational health and safety of workers**, including provision of appropriate personal protective equipment, safety training, safe excavation practices, and emergency preparedness procedures. Hazardous materials, including asbestos if encountered, shall be handled in accordance with applicable safety standards. The Contractor shall describe in the Health and Safety Plan the PPE to be used per activity. Contractor has to ensure adequate quantities of PPE shall be available on the Project Areas.

The Contractor shall implement the **Labor Management Procedures**, including prohibition of child and forced labor, provision of fair working conditions, enforcement of a worker Code of Conduct addressing GBV and SEA/SH risks, and establishment of a worker grievance mechanism.

The Contractor shall implement measures to control **dust, noise, emissions, waste generation, and wastewater discharge**, and shall prevent contamination of soil and water resources. Proper storage, handling, and disposal of construction materials and wastes shall be ensured.

The Contractor shall implement measures to ensure **community health and safety**, including installation of warning signs, barricades, and traffic control measures, and shall maintain safe access to residences, businesses, mosques, and other community facilities during construction.

Prior to excavation, the Contractor shall identify and coordinate with relevant authorities regarding the location of existing **gas, electricity, water supply, sewerage, storm water, and telecommunication utilities**. Safe excavation practices shall be followed to prevent damage to these utilities. In case of accidental damage, the Contractor shall immediately notify the relevant authorities and take necessary measures for safe and timely restoration.

The Contractor shall minimize tree removal where possible and comply with requirements related to **tree cutting and compensatory plantation** in coordination with relevant authorities.

In the event that **cultural heritage resources or archaeological materials** are encountered during excavation, the Contractor shall suspend works in the affected area and implement the **Chance Find Procedure**.

The Contractor shall support implementation of the **Stakeholder Engagement Plan** and coordinate with the project **Grievance Redress Mechanism (GRM)** to address complaints from workers and affected communities.

The Contractor shall monitor environmental and social performance and submit periodic reports to the Engineer/PIU in accordance with project requirements.

Supplementary information related to Scope of Work under the Contract:

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

Clause Title	Remarks
Contractor's General Obligations	If the Contract specifies that the Contractor shall design any part of the Permanent Works, state any applicable standards and requirements to address: ● climate change considerations, ● universal access, ● risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events, and ● applicable certification or approval requirements.
Co-operation	Indicate specific aspects (if any) that require contractor's cooperation such as to conduct environmental and social assessment.

Clause Title	Remarks
Health and Safety Obligations	Indicate other requirements for the health and safety manual of the Contractor, if any. i. The Contractor shall follow Sindh Occupational Safety and Health Act 2017, comply with safety regulations, ensure site safety, good house-keeping, minimize obstructions, and provide fencing, lighting, guarding, and site security until project completion. 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. iii. The Contractor shall prepare and implement site-specific OHS/CHS management plans aligned with the LMP, ESIA, ESIA Addendum and the Addendum I of ESIA, ESIA Addendum and ESMP before construction begins. iv. The Contractor shall maintain health and safety for personnel, ensure access to medical staff, first aid, and ambulance services (dedicated availability of 1 No. ambulance on site at each Lot), and provide welfare and hygiene facilities to prevent epidemics. 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. vi. The Contractor shall conduct Toolbar Talks (TBT) before start of work daily.
Access Route	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.
Protection of the Environment	Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor's activities that shall not be exceeded. *i.* The Contractor shall take all necessary measures to protect the environment in line with the project's ESIA, ESIA Addendum and the Addendum I of ESIA and ESMP requirements, minimizing pollution, noise, and other nuisances to people and property. *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.
Security of the Site	Indicate other requirements for the security arrangements, if any.
Archeological and Geological Findings	Specify other requirements, if any.
Facilities for Staff and Labor	Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor's Personnel is required.

Clause Title	Remarks
Training of Contractor's Personnel	Specify other requirements, if any.

Environmental and Social Policy

A- Goal

The major goal of the E&S Policy is to ensure that the project 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 sub 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 Plan[23]

[23] Extracted from the ESIA – KIV Augmentation Project

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 responsibility & monitoring indicators 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;
   - 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

1. 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 following plans and procedures were also developed for the project to manage the social risks.
   - Stakeholder Engagement Plan
   - Labor Management Procedure
   - Resettlement Action Plan
2. 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 Contractor's 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.
3. The environmental and social management plan is presented in Table 2.

1.2.1 E&S Management Plans

1. In addition, the following guidelines for the development of management plans were developed and are attached as annexes of the ESIA and the Addendum I of 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 .
   - Guideline Emergency Response Plan Guideline Occupational Health and Safety Plan

- Environmental Code of Practices (ECPs)

a. Tree Plantation / Reforestation Plan

1. The basic purpose of reforestation/afforestation/plantation of suitable species in the project area is to reduce the impact being 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 the 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, the total number of trees required to be cut is:
   - Around 175 trees at the section of R1 pipeline;
   - Around 1298 trees at the section of R2 pipeline;
   - Around 246 trees at the section of R3 pipeline;
2. For the whole project, the reforestation ratio of 1:10 for the tree cutting is recommended which equates to about 17,190 trees to be planted. Out of these, the total number of trees that will be planted as compensation for the trees to be cut is:
   - Around 1,750 trees at the section of R1 pipeline;
   - Around 12,980 trees at the section of R2 pipeline;
   - Around 2,460 trees at the section of R3 pipeline;

   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 barriers as an additional benefit along the reservoirs in future. The KWSSIP-II, KMC, Parks and Horticulture Department and Forest Department will be consulted before the tree planting.
3. Based on the estimation, the total cost of approximately 17,190 numbers of trees/plants will be 32.55 million PKR. The total estimation for each Lot 1s as follows:
   - Around 1,750 trees will be planted at the section of R1 pipeline with an estimated cost of 3.31 million;
   - Around 12,980 trees will be planted at the section of R2 pipeline with an estimated cost of 24.57 million;
   - Around 2,460 trees will be planted at the section of R3 pipeline with an estimated cost of 4.65 million;

   The estimation includes the purchasing of the plant along with its four- year maintenance..

b. Occupational Health and Safety Plan

1. During the 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.
2. 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-II-2 will be sought before starting any
- Construction related activity.
- Record of safe man-hours will be maintained & updated regularly.

c. Emergency Preparedness and Response Plan

1. 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-II-2.

d. Restoration and Rehabilitation Sub-Plan

- 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

- Solid and hazardous waste will be generated during construction and operation phases of the project. The following measures are 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.

- 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-II-2.

f. Drinking Water Supply and Sanitation Plan

- 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

- 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).

h. Gender Action Plan

- 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).
- 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.
- 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 (KWSC), 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 1.

Table 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-II-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-II- 2	PIU KWSSIP-II-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-II-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-II-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-II-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	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. 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.	PIU-KWSSIP-II-2 local NGO/ CBO	Training record; Monitoring audits and checks; Consultation records; Record of all gender involvement in decision making;
Area Safety and Security	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.	PIU-KWSSIP-II-2, NGO/CBO	Monitoring audits and checks; Consultation records; Grievance Redress/Social Complaint Register; Record of GBV and harassment issues
Prevalent Drug Usage Cases	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.	CC, SC and PIU of KWSSIP-II-2	Monitoring audits and checks; Consultation records; Grievance Redress/Social Complaint Register,
Educational Attainment	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.	PIU-KWSSIP-II-2 and local NGOs/ CBOs	Monitoring audits and checks; Consultation records; Inventory check of new all gender enrolment in educational institutes
Occurrence of Diseases	Support health institutions to take reforms for improving health quality and provide safe and healthy environment	PIU of KWSSIP-II- 2 and local NGOs/ CBOs	Monitoring audits and checks; Consultation records; Record of various diseases

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-II- 2 and local NGOs/ CBOs	Monitoring audits and checks; Consultation records; Improved female hygiene and health record
No Access to KW&SC Offices/Customer Service Centers	KW&SC 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-II- 2 and KW&SC	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-II- 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-II- 2	Monitoring audits and checks; Consultation records; Grievance Redress/Social Complaint Register for harassment related issues

i. Chance Find Procedure

- 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.

1.2.2 Contractor's Obligation and Management

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

1.2.3 E&S Codes of Practice

- The Contractor will develop and implement the E&S Codes of Practice 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 the start of the construction activities.
    - 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.
    - 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.
    - 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.

    - 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 , construction schedule and timings should be communicated to the communities for their ease before commencement of works; 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.

    - 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 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 has been prepared and will be implemented for the project-affected people.	Design Consultant and PIU KWSSIP-II	PIU KWSSIP-II
Relocation of utilities	Existing sewer lines, gas pipes, electricity and telephone lines within RoW will be relocated.	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; Complete rehabilitation of affected public utilities will be ensured; 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. All public utilities likely to be	Design Consultant and PIU KWSSIP-II	PIU KWSSIP-II

		affected by the proposed project will be relocated well ahead of time before the actual commencement of the construction work; Close coordination with the concerned departments to curtail inconvenience to the residents of the project area; Timely public notification of unexpected disruption of services;		
OHS	. Insufficient geotechnical investigations and trial pit assessments may lead to improper design assumptions, affecting constructability and posing safety risks in later stages. Inadequate contractor pre-mobilization planning, including absence of method statements, risk assessments, and safety planning, may lead to poor preparedness for high-risk urban working conditions. Contractors will hire skilled and unskilled workers.	1. Use advanced survey techniques (e.g., utility mapping and trial pits) and cross-check with utility provider records before excavation. 2. Based on the verified data, prepare and integrate a Utility Relocation and Protection Plan (URPP) into the design stage, including relocation/diversion, protection measures, and sequencing of works in coordination with all relevant utility agencies. . Train staff on utility safety protocols and ensure all work near utilities follows approved procedures and NOC requirements.	PIU Consultant	PIU KWSSIP-II
Community Health and Safety Impacts	Labor risks may include child and forced labor, discrimination. Limited stakeholder engagement and ineffective communication	A Labor Management Procedure (LMP) was prepared for KWSSIP-II-2 to manage the identified labor	PIU Consultant	PIU KWSSIP-II

	prior to mobilization may result in public concerns, misinformation, and potential community resistance. Inadequate planning and approval of Traffic Management Plans (TMP) may lead to unsafe traffic arrangements and increased risk to road users during initial site mobilization activities. Lack of NOCs may result in accidental damage to gas pipelines, electrical lines, or communication networks, affecting nearby communities.	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. Forced labour declarations need to be signed in this regard. Develop and implement a comprehensive Stakeholder Engagement along with an approved Traffic Management Plan (TMP) prior to mobilization, ensuring coordination with local communities, traffic authorities, and timely public information disclosure. Establish a traffic and stakeholder awareness campaigns (signage, notices, consultations) to address concerns, manage diversions, and ensure safe movement of		

		road users. Obtain all required NOCs prior to any activity, coordinate with utility providers, and clearly identify and protect existing services.		
Construction Phase				
Occupational health and safety	Workers are exposed to occupational health and safety risks of construction activities. Utility strikes causing explosions, electrocution, service disruption. Sudden gas release causing panic, evacuation injuries. Poor work zone control causing worker injuries. Excess dust, noise causing health nuisance impacts. Temporary delays or inconvenience for drivers due to diversions and controlled access. Unauthorized excavation without valid permit. Exposure to contaminated and unhygienic conditions. Operation by untrained or uncertified personnel. Trench collapse due to inadequate support Absence of firefighting and detection equipment.	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. 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; 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; Provide OHS training and basic medical training to specified work staff, and basic medical service and supplies to workers; Layout plan for camp site,	CC	SC and PIU KWSSIP-II

		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; Work safety measures and good workmanship practices Provision of PPEs to all the workers, visitor and staff in the vicinity of project area; Provision of sufficient and clean drinking water and sanitation facilities to workers; Reduce the work hours of workers during extreme hot working environment and heat waves;		

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		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		
	Exposure to asbestos-containing materials may pose health risks to exposed individual.	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.	CC	SC and PIU KWSSIP-II
	Uncontrolled radiography causing harmful radiation exposure	Radiographic testing shall be conducted exclusively by a licensed third-party team, as per relevant standards and protocol.	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
Labor Conditions	Workers are exposed to labor risks such as the following: ● 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	● A Labor Management Procedure (LMP) was prepared for KWSSIP-II-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-II 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-II
	Workers are exposed to health risks of labor relating to HIV/AIDS and other sexually transmitted diseases	● To prevent the spread of communicable diseases due to the temporary influx of workers during construction, the following are to be implemented: ○ 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-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	Exposure to vector-borne diseases at construction camp dues to unsanitary conditions	● 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: o Maintain the camp sites in sanitary conditions; o Implement solid waste management plan; o Elimination of unusable impoundment of water o Implementation of integrated vector control programs o Educating project personnel and area residents on risks, prevention, and available treatment	CC	SC and PIU KWSSIP-II
Community Health and Safety	● Accidental damage to underground utilities and pipelines ● Increased risk of worker fatigue and heat stress ● Unsafe work zones causing unauthorized site access ● Elevated dust, noise, and vibration impacts ● Public safety risks due to poor site control ● Traffic congestion and pedestrian movement hazards ● Unidentified utilities leading to accidental strikes ● Unsafe proximity to excavation and live utilities	1. Conduct detailed utility surveys and enforce strict safety protocols around high-risk areas such as near gas pipelines, electrical lines, water mains, and congested underground utilities. 2. Provide training, enforce work-rest schedules, and implement emergency preparedness plans. 3. Plan work zones effectively, manage labor rotation, and maintain controlled access to active sites, where implement controlled work zone protocols, maintaining safe excavation distances with reinforced barriers and warning systems. 4. Dust, noise, and vibrations shall be minimized through water spraying, noise barriers, restricted work hours, and machinery maintenance to protect air quality, public health, and nearby structures. 5. Work zones shall be strictly controlled with fencing, signage, workforce supervision, and public awareness campaigns to prevent unauthorized access, social conflicts, and ensure quick emergency response. 6. Roadways, footpaths, and access points affected by trenching and diversions shall be clearly marked, with temporary traffic management and flagmen to ensure safe	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	● Delayed emergency response and evacuation issues ● Open excavations causing falls and injuries ● Risk of accidental exposure to radiation Uncontrolled radiographic testing endangering public safety	pedestrian and vehicle movement. 7. Identify and mark all existing utilities along 2.7 km corridor, for which the addendum has been prepared, before construction and implement strict safety procedures. 8. Maintain exclusion zones, (An exclusion zone of at least 3m around active excavation sites and gas pipeline crossings, and 3 m from 11 kV electrical lines, will be maintained. This area will be secured with barricades, warning signage, and restricted entry to authorized personnel only to protect workers and the public). 9. Develop and communicate emergency response plans, including evacuation routes and community awareness programs. 10. Ensure all open excavations are safely managed by covering, barricading, or backfilling them to prevent accidents and unauthorized access. 11. Improper control of radiographic testing activities may result in accidental public exposure to radiation in nearby settlements or work areas, particularly where testing is conducted in open or accessible corridors. ● The third-party testing team shall implement barricading, warning signage, prior notification to site personnel, and restricted access control during radiographic testing to prevent any public or unauthorized exposure to ionizing radiation.		

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, cementious 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.	● 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	Soil erosion from excavation activities. Soil can be contaminated due to Improper management of wastes Oil spill/leaks from heavy equipment and vehicles Chemical leaks Disposal of untreated wastewater Excavated material may also be contaminated.	● 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;	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		● Confining excavations to the specified spots as per the approved engineering drawings and unnecessary excavations will be avoided;		
Water sources (river, nullah, groundwater)	Surface run-off from excavated areas may increase suspended solids of nearby water bodies.	● 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-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	Discharge of untreated wastewater from constructors' camp and construction site will contaminate the receiving water body	● 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 KW&SC. ● 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-II
	Oil/chemical spills/leakage may impact the water quality	● 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-II

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	● 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 the summer season as per the requirement. ● 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; ● 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; ● Excavated materials will always be covered; ● 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; ● The vehicles carrying construction materials and the construction material storage areas will be covered with tarpaulin; ● Vehicle speed in the project area will be prescribed not more than 20 km per hour and controlled accordingly especially near the sensitive receptors; ● 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; ● A GRM will be put in place to receive and address complaints from the public on various aspects of environmental issues, including dust pollution	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	Operation of heavy equipment and vehicles will generate gaseous emissions.	● 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 ● Personal Protective Equipment's (PPEs) like masks, goggles which are suitable for specific jobs will be provided to workers and visitors.	CC	SC and PIU KWSSIP-II
Noise	Operation of heavy equipment and vehicles will generate noise. Exposure to too much noise is a hearing hazard to workers and communities.	● Stakeholders within CoI will be notified before commencement of excavation operations; ● 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. ● Environmental measures such as noise barriers, etc., shall be constructed for the identified sensitive receptors before commencement ● Horns will not be used unless it is necessary to warn other road users or animals of the vehicle's approach; ● Avoid construction activities during the nighttime near residential areas; ● 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; ● Sensitize truck drivers to avoid hooting, especially when passing through sensitive receptors such as mosques, churches, residential areas educational institutions and hospitals;	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		● 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; ● The plants and equipment used for construction will strictly conform to noise standards specified in the stringent environmental quality standards;		
Construction waste	Improper disposal of construction wastes (hazardous and non-hazardous) may cause soil pollution and water bodies. Improper disposal of construction waste can also lead to nuisance and hazards towards environment and local population. Storing of kitchen and food wastes from construction camps can serve as breeding grounds for the disease spreading vectors and rodents.	● 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. ● Implementation of waste segregation (biodegradable and non-biodegradable) policy for all construction and operations personnel; ● Provision of solid waste handling and storage facilities, such as color-coded trash cans in common areas and strategic locations; ● Designate a temporary storage area for the domestic and construction wastes; ● 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; ● The residual and other general solid wastes shall be disposed in their appropriate bins and in accordance with the local solid waste collection schedule ● Wastes generated from the camp site will be disposed of at SSWMB and KMC approved sites; ● Burning of waste will be prohibited; ● Construction workers and supervision staff will be encouraged and educated to practice waste	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		minimization, reuse and recycling to reduce quantity of the waste; ● 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; ● A hazardous waste management plan should also be formulated and implemented: ● 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. Do not store incompatible hazardous wastes near each other. ● Hazardous wastes storage and labeling shall comply to the national requirements. ● The transport, treatment and disposal of the hazardous wastes shall only be done by licensed service providers.		

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
Community Health and Safety	The crossing of the water pipes through major highways and roads may cause sever traffic congestion and possible road closure during construction. Delivery of construction materials onsite will generate traffic within the CoI. Excavation, stacking of material and other construction activities along the congested intra city road will also cause traffic congestion during construction phase	● 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. ● 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: ● 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. ● The public will be informed early on any closure/diversions of the roads; ● 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;	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		● 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; ● Construction vehicles, machinery and equipment will be parked at designated areas to avoid un-necessary congestions along the roads; ● Earth material and pipes will be offloaded and stockpiled at designated areas to avoid unnecessary narrowing and disturbance along the roads; ● 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; ● Special consideration will be given to the preparation of the traffic control plan for safety of pedestrians and workers at night; ● 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; ● 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; ● 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; ● Contractor will adopt best construction practices i.e.		

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		vertical cutting approach with ● proper shoring and bracing, to limit the width of trench excavation; ● Traffic controls and diversions marked with signs, lights and other measures (flags) will be provided		
	Construction activities and vehicular movement at construction sites and access service roads may result in roadside accidents and road damages.	● 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; ● 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; ● 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; ● 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; ● 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; ● At work site, public information and caution boards will be provided including contact for public complaints. ● Proper fencing will be provided around the working	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		area and near the sensitive receptors (specifically educational institutes, religious places and hospitals) ● Contractor will adopt best construction practices i.e. vertical cutting approach with proper shoring and bracing, to limit the width of trench excavation. ● Community awareness programs will be implemented on construction-related hazards, including awareness programs in schools, mosques, health facilities, households		
	Quality of water resources available in the nearby local communities may get	● Oils, fuel and chemicals must be stored at bunded storage areas;	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	contaminated due to the construction activities, oil spillage and leakage.	● 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;		
	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. Exposure to hazardous materials and wastes	● 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. ● 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; ● 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; ● Excavated materials will always be covered; ● 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; ● The vehicles carrying construction materials and the construction material storage areas will be covered with tarpaulin; ● Vehicle speed in the project area will be prescribed not more than 20 km per hour and controlled accordingly especially near the sensitive receptors; ● Tires of all the vehicles leaving the site will be washed at designated washing area in	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		● vehicle parking lots. No earth, mud and dust will be deposited on the public road		
	Pedestrians or vehicles passing by may accidentally fall in the excavated areas especially during at night	● 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-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	The local community may be at risk of contracting various communicable diseases.	● Labor camp will be established preferably at a reasonable distance from the residential ● area and labor management plan (as per the LMP of KWSSIP-II-2) will be formulated by Contractor to minimize the adverse impacts on local communities and workers. Preference will be given to any KW&SC facility where the camp can be established without causing any hinderance or disturbance to the workers and residents of that facility; ● Trainings, awareness and campaigns will be conducted for workers and surrounding communities on awareness and prevention of HIV/AIDS. ● Provide proper and free HIV/AIDS and STDs health screening and counselling for site workers and community members	CC	SC and PIU KWSSIP-II
	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-II

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.	● 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: ● 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		
	Vibration generated by construction activity may cause disturbance to the sensitive receptors such as hospitals, schools and mosques. 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	● 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. ● 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	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		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.		
	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.	● 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	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
	The influx of workers may increase the crime rate within the locality including GBV and SEA/SH.	● 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-II
Biodiversity	About 1,685 trees within RoW are to be removed to make way for the proposed project.	● 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 ● Replacement of cut trees (1:10) ● In case if vegetation removal is	CC	SC and PIU KWSSIP-II

Environmental Issues/Parameters	Environmental and Social Impacts	Mitigation Measures	Implementation Agency	Monitoring Agency
		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.	● 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.	● Ensure proper maintenance of the genset ● Provide stack with enough height to ensure the dispersion of gas emission ● Use of genset with low emissions	KW&SC	KW&SC
Noise	The operation of the generator may generate noise.	● Ensure proper maintenance of the genset ● If possible, provide enclosure to genset	KW&SC	KW&SC
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.	Discharge the flushed water to existing sewerage system	KW&SC	KW&SC
Community Health and Safety	Pipe leakages, bursts or blockages may cause localized and temporary flooding in the area.	Conduct regular inspection and maintenance of the water pipes Develop and implement emergency response plan	KW&SC	KW&SC

		Implement leak detection and repair program		
	Contaminants may enter the water conveyance due to pipe breakage or damage and from illegal water connections along the line.	Develop and implement Water Safety Plan Conduct regular inspection and maintenance of the water pipes Implement leak detection and repair program	KW&SC	KW&SC
	In case there is a need to repair pipes, temporary traffic in the area may be experienced	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	KW&SC	KW&SC
	Delayed emergency response and poor coordination with authorities	Maintain emergency response and communication protocols in coordination with utility agencies and local authorities.	KW&SC	KW&SC
	Public exposure to operational hazards and unsafe routing	Ensure public access control and safe routing around operational assets, including pedestrian safety measures where applicable.	KW&SC	KW&SC
	Contaminated wastewater causing health and environmental risks	Implement proper drainage management, restrict direct contact through barriers and awareness, and ensure timely treatment and safe disposal of contaminated wastewater.	KW&SC	KW&SC
	Stagnant water promoting vector-borne diseases and hygiene issues	Ensure proper drainage flow, eliminate stagnant water through regular maintenance, and apply vector control measures such as larvicide and sanitation practices.	KW&SC	KW&SC

1.2.4 Training and Capacity Building

- 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.
- 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-II-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.

- 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 3**.**

- A comprehensive training manual will be developed and implemented by the Contractor with prior consent of SC environmental staff.

Table 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 KWSSIP-2	Presentation / 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 KWSSIP-2	Presentation	Awareness and applicability of ESMP and environmental code of practices	Monthly
3.	Emergency Response and Use of Fire Extinguishers	CC	SC and PIU KWSSIP-2	Presentation	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 KWSSIP-2	Presentation	Awareness on ESS-5 (Involuntary Resettlement)	Twice
5.	Labor Management Procedures	CC	SC and PIU KWSSIP-2	Presentation	Awareness on ESS-2 (Labor and Working Conditions)	Twice
6.	Gender Aspects including GBV/SEA/SH/ Violence against children (VAC)	CC	SC and PIU KWSSIP-2	Presentation	Awareness on GBV, gender equality, gender related issues and their redress; awareness regarding	Twice

Sr. No.	Training Activity	Participants	Trainer	Mode of Training	Content	Scheduling
					GAP	
7.	Stakeholder Engagement	CC	SC and PIU KWSSIP-2	Presentation	Interaction with the PAPs (if applicable) and Other Interested Parties, Awareness on ESS-10 (Stakeholder Engagement)	Twice
8.	Awareness workshop regarding vector borne diseases	CC	SC and PIU KWSSIP-2	Presentation	Risk, Prevention and available treatment	Once

Sr. No.	Training Activity	Participants	Trainer	Mode of Training	Content	Scheduling
9.	First Aid and Cardiopulmonary resuscitation (CPR)	CC	SC and PIU KWSSI P-2	Presentation	Onsite first aid procedures	Once
10.	Compliance of SEPA NOC (Environmental Approval) and WB ESS	CC	SC and PIU KWSSI P-2	Presentation	Awareness on SEPA NOC, rules, guidelines, regulation and standards for satisfactory compliance	Once
11	Excavation and Work Zone Safety	CC SC, PIU	SC and PIU KWSS IP-2	Presentation / Demonstration	Safe excavation practices, maintaining minimum distances, installation of protective barriers, and hazard identification	Quarterly / as and when required
12	Utility and Hazard Awareness for Construction Sites	CC, SC, PIU	SC and PIU KWSS IP-2	Presentation / Practical	Identification of existing utilities (gas, electric, water), risk mitigation during excavation, and emergency shutdown procedures	Quarterly / as and when required

1.3 Environmental and Social Monitoring Plan

- 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 and the Addendum I of ESIA;
- Ensure compliance with legal and community obligations including safety during construction and O&M phases;
- Conduct lab testing for air & water and monitor noise levels.
- Ensure the safe disposal of excess construction materials, solid waste, water and wastewater and gaseous emissions;
- Appraise the adequacy of the ESIA and the Addendum I of 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.
- PIU of KWSSIP-II 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.
- The environmental and social monitoring plan is in Table 4.

Table 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	□ 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.	□ Once before the start of construction by activity monitors and reported; and □ On quarterly basis during the constructio n	□ 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.	Construction site, camps area and nearby residential areas within the RoW/CoI. Estimated sampling points will be verified at construction stage.	Discrete grab sampling and laboratory testing of drinking water samples by SEPA approved Laboratory for monitoring.	□ Once before the start of construction by activity monitors and reported; and □ On quarterly basis during the constructio n.	□ Contractor during Construction Phase □ Compliance monitoring lies with SC during Construction Phase

3	Soil Quality	Total Phosphate, Nitrate, Ammonia, heavy metals	☐ Construction Camp ☐ Equipment washing yards. ☐ Spillage points of fuel,	Sampling and laboratory testing for soil samples.	☐ Once before the start of construction by activity	☐ Contractor during Construction Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
			chemicals and lubricants - Concrete batching plants		monitors and reported; and - On quarterly basis during the construction.	- Compliance monitoring lies with SC during Construction Phase
4	Dust Emissions	PM_{10} $PM_{2.5}$ as per stringent environmental quality standards	Sensitive receptors within the RoW/CoI, construction site, camps area. Estimated sampling points will be verified during construction stage.	Ambient Air Monitoring equipment (1-hr)	- Once before the start of construction by activity monitors and reported; and - On quarterly basis during the construction.	- 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	□ 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	□ Once before the start of construction by activity monitors and reported; and □ On monthly basis during the construction	□ 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
					(spot measurement regular daily basis keeping in view the day- to-day application of different heavy noise causing equipment by the contractor).	
6	Air Pollution	CO, CO_2, SOx, 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.	▯ Once before the start of construction by activity monitors and reported; and ▯ On quarterly basis during the constructio n.	▯ Contractor during Construction Phase ▯ Compliance monitoring lies with SC during Construction Phase
		Vehicular emissions as per stringent environmental quality standards.	Emissions from trucks and other vehicles.	Emission tests	▯ On quarterly basis during the construction	▯ Contractor during Construction Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
						▯ Compliance monitoring lies with SC during Construction Phase
7	Ecological Resources	Tree cutting	Proposed project routes along the RoW/CoI.	Visual checks to ensure that only marked trees are cut within the project corridor. Inventory of existing trees, cut trees, and planted trees.	▯ Once before the start of construction by activity monitors and reported; and ▯ On quarterly basis during the constructio n.	▯ 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. These structures will be verified prior to the start of construction.	Random visits and consultations with vulnerable. Review of grievances raised, if any	Reporting will be done on the basis of RP recommendation.	▯ Contractor during Construction Phase ▯ Compliance monitoring lies with SC during Construction

						Phase
9	Community around	Use of common	Communities within the	Community	Reporting will be	Contractor

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
	the project corridor	resources. Hindrance to mobility. CHS	RoW/CoI.	consultations Review of grievances raised, if any	done on the basis of RP recommendation.	during Construction Phase Compliance monitoring lies with SC during Construction Phase
10	Waste Management	Inspection of waste and spoil disposal	Main project area (RoW) Construction camps and Offices. Equipment yards. Other project allied facilities	Visual Observations, Monitoring and Audits Record review	Monitoring and reporting on monthly basis during the construction stage	Contractor during Construction Phase Compliance monitoring lies with SC during Construction Phase

11	Labor Management and Working Conditions	As per the LMP of KWSSIP-II-2 which include but not limited to OHS, hygiene facilities, appropriate camps area, etc.	□ Main project area (RoW) □ Construction camps and Offices. □ Equipment yards. □ Other project allied facilities	Visual Observations, Incident/accident register Monitoring and Audits ,	□ Monitoring and reporting on monthly basis during the construction stage;	□ 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
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.	Main project area (RoW and CoI) Construction camps and Offices. Equipment yards. Other project allied facilities	Visual Observations, Vehicle Log Books, Monitoring and Audits	Monitoring and reporting on monthly basis during the construction stage.	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 impacts, child abuse, etc.	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, Monitoring and Audits	Monitoring and reporting on monthly basis during the construction stag	Contractor during Construction Phase 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 KWSSIP-II, work permits,, provision and availability of	Main project area (RoW and CoI) Construction camps and Offices. Equipment yards. Other project	Visual Observations and consultations, Grievance Redress/Social Complaint	Monitoring and reporting on monthly basis during the construction stage	Contractor during Construction Phase Compliance monitoring lies with SC

			allied facilities			during

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
		mandatory PPEs, Community complaints on H&S		Register, Incident/accident register, Monitoring and Audits		Construction Phase
15	Chemical Storage and Handling	Safety Data Sheets, Leakage and spills, Segregated handling and storage of chemicals, availability of fire extinguishers	□ Main project area (RoW and CoI) □ Construction camps □ Equipment yards. □ Other project allied facilities	Visual Observations, Chemical Storage inventory, Incident/accident register, Monitoring and Audits	□ Monitoring and reporting on monthly basis during the construction stage	□ Contractor during Construction Phase □ Compliance monitoring lies with SC during Construction Phase
16	AED Activities	Any AED activities carried out in the project area during the construction phase	□ Entire project area	Visual observation; Official record of AED activities	□ Monthly basis	□ SC
17	Gas Monitoring at Confined Places (O_2, H_2S, CH_4, CO and other hazardous gases)	O_2, H_2S, CH_4, CO and other hazardous gases	Confined spaces such as valve chambers, pipeline inspection chambers, deep excavations, thrust block chambers, and storage tanks	Use of portable multi-gas detectors before and during entry; confined space entry permit system;	Before each confined space entry and continuous monitoring during work; reporting in	Contractor (HSE Officer), Compliance monitoring lies with SC during construction phase

				calibration of gas detectors; safety inspection and recording of gas levels	monthly environmental and safety monitoring reports	
O&M Phase						
1	Effluent	Monitoring of all parameters of effluent as per stringent environmental quality standards.	☐ O&M Offices and Buildings	Discrete grab sampling and laboratory testing of water samples by SEPA approved Laboratory for monitoring	☐ Bi-annually	☐ KWSC during O&M Phase
2	Drinking Water	Monitoring of all parameters of drinking water as per stringent environmental quality standards.	☐ O&M Offices and Buildings	Grab sampling and laboratory testing of drinking water samples by SEPA approved Laboratory for monitoring.	☐ Quarterly	☐ KWSC during ☐ O&M Phase

Sr. No.	Parameters / Receptor	Monitoring Parameters / Performance Indicator	Location	Monitoring Mechanism	Monitoring and Reporting Frequency	Responsibility
3	Waste Management	Inspection of waste and spoil disposal in accordance with Waste Management Plan	O&M Offices and Buildings Maintenance sites	Visual Observations, Monitoring and Audits	Quarterly	KWSC 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.	O&M Offices and Buildings Maintenance sites	Visual Observations and consultations, Grievance Redress/Social Complaint Register, Monitoring and Audits	Bi-annually	KWSC during O&M Phase
5	OHS; CHS; accidents and incidents	As per O&CHS sub-plan which include but not limited to the inspection of working KWSSIP-II, work permits,, provision and availability of mandatory PPEs, Community complaints on H&S	O&M Offices and Buildings Maintenance sites	Visual Observations and consultations, Grievance Redress/Social Complaint Register, Incident/accident register, Monitoring and Audits	Bi-annually	KWSC during O&M Phase
6	Pipe leaks/damages	Leaks or damages of water pipes	Along water pipe routes	Visual inspection	As per leak detection and repair program	KWSC during O&M Phase

Contractor's Representative and Key Personnel

Contractor's Representative and Key Personnel (for each lot)

Sr. No.	Personnel	Relevant Academic Qualifications	Minimum Years of Relevant Work Experience	Nos. Required/per lot
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	01
3	Construction Manager Mechanical	B.E / BSc. Mechanical Engineer	10	01
4	Contracts/Planning Engineer	B.E / BSc. Civil Engineer	10	01
5	Material Engineer	B.E / BSc. Civil Engineer/ Geology	05	01
6	Site Engineers	B.E / BSc. Engineer	05	04
7	Quantity Surveyor	DAE Civil	10	02
8	QA/QC Engineer	B.E / BSc. Engineer	05	01
9	Environmental Specialist	BS Environmental Engineering / BS/MS/MSc or M.Phil Environmental Sciences	05	01
10	Social Expert	MA/M.Sc. Sociology / Social Work / Anthropology	05	01
11	OHS Specialist	BS Environmental Engineering / BS/MS/MSc or M.Phil Environmental Sciences with OHS Certification	08	01
12	Road Engineer	B.E / BSc. Civil Engineer	05	01
13	Medical Officer	Valid certificate/degree in first-aid and emergency medical treatment from Pakistan Safety Council Approved Institution	05	01
14	OHS Officers	BS Environmental Engineering / BS/M.Sc. Environmental Sciences with OHS Certification	05	05

15	Social / Community Liaison / Communication Officer	BA(16 Years) Sociology / Social Work / Anthropology	05	01
16	Gender Officer	BA(16 years)/MA/MS in Gender Studies, Sociology, Social Work, Development Studies, Psychology, or a related social sciences field	05	01

Note: The above is a minimum requirement and the Employer reserves the right to require additional man power without incurring additional cost under Contract.

Drawings
Please Refer to Volume IV of IV - Drawings

Supplementary Information

All documents relevant to technical particulars (Catalogues, Product Conformity Certificates, ISO Quality assurance certificates, End user Certificates from HDI countries as per the UNDP website (http://hdr.undp.org/en/composite/HDI) shall be provided in English.

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions (GC)

Red Book:

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The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") Second edition 2017, 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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Section IX - Particular Conditions

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

Particular Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	05% (Five percent)
Defects Notification Period (DNP)	1.1.27	365 days .
Employer's name and address	1.1.31	Project Implementation Unit (PIU) Karachi Water & Sewerage Services Improvement Project (KWSSIP-II), Karachi Water & Sewerage Corporation (KW&SC) 40-G, Street 40, Block 6 PECHS, Karachi, Pakistan
Engineer's name and address	1.1.35	Project Manager on behalf of M/s SEURECA – M/s NESPAK JV Construction Supervision Consultant B-27, Block -16, Gulistan e Johar Karachi
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
Time for Completion	1.1.84	- Lot I (Reservoir 1 to Y-Junction): 650 days - Lot II (Reservoir 2 to Sir Syed University (near NIPA)): 650 days

		- Lot III (Hassan Square to Gul Bai (Continuation of Lot 2 pipeline)): 420 days - Lot IV (Reservoir 3 to Banaras Chowk): 650 days
Sections	1.1.73	*Not Applicable*
Electronic transmission system	1.3 (a) (ii)	Emails sent through following addresses; **Employer**: (KWSSIP-II) ayesha.hameed@ kwssip.gos.pk **The Engineer:** M/s. SUERECA JV M/S NESPAK projectmanagersop2@gmail.com
Address of Employer for communications:	1.3(d)	Project Implementation Unit (PIU) Karachi Water & Sewerage Services Improvement Project (KWSSIP-II), Karachi Water & Sewerage Corporation (KW&SC) 40-G, Street 40, Block 6 PECHS, Karachi, Pakistan ayesha.hameed@ kwssip.gos.pk
Address of Engineer for communications:	1.3(d)	projectmanagersop2@gmail.com B-27, Block -16, Gulistan e Johar Karachi
Address of Contractor for communications:	1.3(d)	
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	03 Additional Copies
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	1.15 times the Contract Price
Site	1.1.74	- Lot 1: R1 to Y Junction (Drawing No. KWSSIP-II_K-IV_R1-KP) - Lot II: R2 to SSU near NIPA (Drawing No. KWSSIP-II_K-IV_R2A-KP) - Lot III: Hasan Square to Gulbai (Drawing No. KWSSIP-II_K-IV_R3-KP) - Lot IV: R3 to Banaras (Drawing No. KWSSIP-II_K-IV_R4-KP)
Time for access to the Site	2.1	The Employer shall give the Contractor right of access to, and possession of, the Site in parts in accordance with a section-wise handing-over plan i.e. the Site shall be handed over to the Contractor in defined sections, each not exceeding a maximum length of 3 km and no more than Two (02) segments shall be handed over to the Contractor simultaneously. The Section wise handing-over plan shall be notified to the Contractor before commencement of Works and the Contractor shall carry out the Works in compliance with such plan, without any

		adjustment to the Time for Completion and submit the Programme under GC Clause 8.3 accordingly.
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of One Percent (1%)
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 Two percent (02%) 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)	28 Days
Period of payment for temporary utilities	4.19	Not Applicable
Number of additional paper copies of progress reports	4.20	Additional Four (4) copies

Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	10%
Parts of the Works for which subcontracting is not permitted	5.1(b)	Not Applicable
Normal working hours	6.5	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, the Contractor 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.
Number of additional paper copies of program	8.3	Additional Four (4) copies Two (02) for the Engineer; two (2) for the Employer
Delay damages payable for each day of delay	8.8	0.05% of the Accepted Contract Amount, less provisional sum, for DAAB and in the currencies and proportions in which the Accepted Contract Amount is payable, if any.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.

Method of measurement	12.2	It shall be in accordance with the Specifications, 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
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	Five Percent (5%) that includes profit, overhead and all the applicable taxes as per the Contract, except for DAAB fee. Taxes will not be deducted on actual cost paid to the third party and has been evaluated as reimbursable.
Adjustments for Changes in Cost	13.7	The prices quoted by the Bidder are subject to adjustment during the performance of the Contract.
Total advance payment	14.2	10% 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 less Provisional Sums 10%

		(b) percentage deductions for the repayment of the Advance Payment 20%
Period of payment	14.3	After the end of each month
Number of additional paper copies of Statements	14.3(b)	Additional Four (4) copies Two (02) for the Engineer; two (2) for the Employer
Percentage of retention	14.3(iii)	5%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%
Plant and Materials	14.5(b)(i)	HR Coil
	14.5(c)(i)	Steel
Minimum Amount of Interim Payment Certificates	14.6.2	3 % of the Accepted Contract Amount less provisional sums.
Period of payment of Advance Payment to the Contractor	14.7(a)	28 Days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 Days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	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	The applicable interest rate shall be determined with reference to the currency of payment. For payments denominated in Pakistani Rupees (PKR), the rate shall be the 30-Day Average KIBOR on the payment month, as published by the State Bank of Pakistan, plus one percent (1%) per annum.

		KIBOR + 1% for local currency For payments denominated in foreign currency, the rate shall be the 30-Day Average SOFR, as published by the Federal Reserve Bank of New York, plus one percent (1%) per annum. SOFR + 1% for USD
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)	Contractor shall take adequate preventive precautions for the normal climatic, seismic and geotechnical conditions associated with the site.
Permitted deductible limits	19.1	Insurance required for the Works: 4,000,000 PKR Insurance required for Goods: 1,000,000 PKR Insurance required for liability for breach of professional duty (Construction risks): 10,000,000 PKR Insurance required for injury to persons and damage to property: 100,000 PKR Insurance required for injury to employees: 100,000 PKR other insurances required by Laws and by local practice: 100,000 PKR
Additional amount to be insured (as a percentage of the replacement value, 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, strikes, commotion, terrorism, earthquake, floods, fire etc.

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	19.2.3(a)	1.15 times the value of the Works designed by the Contractor
Insurance required against liability for fitness for purpose	19.2.3(b)	Yes
Period of insurance required for liability for breach of professional duty	19.2.3	From commencement until taking over.
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 per occurrence Insurance required for death: PKR 15.00 million per occurrence Number of occurrences: Unlimited
Other insurances required by Laws and by local practice (give details)	19.2.6	•Compulsory Third-Party Insurance of Vehicles (against any accident) under the Motor Vehicles Act, 1939. •Employer's Liability •Third Party Liability Insurance •Insurance for Construction Plant and Machinery (CPM)
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	Three Members
List of proposed members of DAAB	21.1	Proposed by Employer (CV's Attached below) 1. Malith S. Mendis 2. Dr. Farrukh Arif, Professor, NED, UET. 3. Syed Wasiuddin, Director. Works and Services Dept. NED, UET.

		Proposed by the Contractor: 1. _____ 2. _____ 3. _____
Appointment (if not agreed) to be made by	21.2	In accordance with Rules of Arbitration of International Chamber of Commerce or Pakistan Engineering Council in case of domestic Contractor.
Rules of arbitration	21.6(a)	Sub-clause 21.6(a) of Part B - Special Provisions shall apply. In accordance with Rules of Arbitration of International Chamber of Commerce in case of Foreign Contractor whereas in accordance with the laws of Islamic Republic of Pakistan in case of Domestic Contractor. In case of Domestic Contractor, place of arbitration shall be in Karachi, Pakistan. In case of Foreign Contractor, place of arbitration shall be neutral venue neither in Employer's country nor in Contractor's country.
	21.6(b)	Sub-clause 21.6(b) of Part B - Special Provisions shall apply.

CVs of Proposed DAAB Members

CONSTRUCTION LAW CURRICULUM VITAE

Prof. Dr. Farrukh Arif
Professor
NED University of Engineering & Technology, Karachi, Pakistan
Email: farrukh@cloud.neduet.edu.pk, farrukharif@gmail.com



EDUCATION

Post-Doc	Florida International University, Miami, USA	Construction Engineering and Management	2014
Ph.D.	Florida International University, Miami, USA	Major area: Civil Engineering Dissertation: Construction Engineering	2013
M.E.M.	NED University of Engineering & Technology, Karachi, Pakistan	Major area: Engineering Management (Specialization Construction Management)	2008
B.E.	NED University of Engineering & Technology, Karachi, Pakistan	Major area: Civil Engineering	2007

ACADEMIC EXPERIENCE

NED University of Engineering & Technology, Pakistan	Director NED University VR Center	NED University	October 2018-Present
NED University of Engineering & Technology, Pakistan	Associate Professor	Civil Engineering	March 2018-Present
NED University of Engineering & Technology, Pakistan	Assistant Professor	Civil Engineering	November 2014-February 2018
Middle East Technical University, Ankara, Turkey	Visiting Scholar	Construction Engineering & Management Division	October 2016-November 2016
NED University of Engineering & Technology, Pakistan	Lecturer	Civil Engineering	April 2007-October 2014
Florida International University, USA	Graduate Research Assistant	School of Construction	January 2010-December 2013

NON-ACADEMIC EXPERIENCE

Ziauddin Ahmed & Company	Project Engineer	Civil Engineering	January 2007-April 2007

CONSULTANCIES AND SERVICES

1. *Society of Construction Law (SCL),* Pakistan - Founding and Executive Committee Member
2. *DAAB Member (Chairperson)* – Karachi Mobility Project, Sindh Mass Transit Authority.
3. *National Technical Expert* for a Technical Advisory (TA) Project Strengthening SCP and circularity in the buildings and construction sector, for adelphi consult GmbH, Berlin, Germany.
4. Focal Person, Postgraduate Diploma (PGD) in Procurement, Contracts, and Law.
5. Member Technical committee on "Modern Green Building System" (CE-20) formed by Pakistan Standards & Quality Control Authority (PSQCA).
6. Member Tripartite Technical Committee of Expert's (TTCE) and Editorial Group for the development of Occupational Safety and Health Code of Practice for Construction Sector of Pakistan (OSH-CSP-2024), formed jointly by Pakistan Engineering Council (PEC) and International Labor Organization (ILO) United Nations.

7. Member PEC Technical and Editorial Committee for the development of Commentary Book of Green Building Code of Pakistan-2023.
8. Member PEC Technical and Editorial Committee for the development of Green Building Code of Pakistan-2023.
9. Member, UNESCO Chair Executive Committee
10. Member Pakistan Engineering Council (PEC) *Taskforce on UN Sustainable Development Goals*.
11. Designer of first Master's program of Pakistan in "Construction Engineering Law."
12. Member, Curriculum Development Committee (CDC), National Technology Council-Higher Education Commission of Pakistan (NTC-HEC) 2021 – Till date.
13. Member Technical Committee, Higher Education Commission of Pakistan (HEC) Smart Classroom Project.
14. Certified Program Evaluator on Outcome Based Education System, Pakistan Engineering Council (2016 till date).
15. Member Local Council, Institution of Engineers Pakistan (IEP) Karachi Center (2017-till 2022).
16. Member, National Curriculum Review Committee (NCRC), Civil Engineering, Higher Education Commission of Pakistan (2016 onwards).
17. Member, Validation Committee to assess viability of low-cost housing designs/light weight aggregate products by Council for Works & Housing Research (CWHR), Ministry of Science & Technology, Pakistan.

GOVERNMENT, UNIVERSITY, OR INDUSTRIAL REPORTS

1. Co-Editor ***"Model Green Building Code Provisions for the Five Million Housing Programme in Pakistan"*** developed for Switch Asia – SCP Facility, EU.
2. Co-Author "***Policy Recommendations for Implementation of Model Green Building Code Provisions for the Prime Minister's Five Million Naya Pakistan Housing."*** developed for Switch Asia – SCP Facility, EU.
3. Co-authored **"Pakistan Energy Outlook (PEO) 2017"**, Published by Petroleum Institute of Pakistan (PIP).
4. Report for Sind Technical and Vocational Training Authority's (STEVTA) **"Training of Trainers"** Project, under Sind Skills Development Project (SSDP).
5. Hastak, M., Gokhale, S., Bayraktar, M.E., Naderpajouh, N., Iyer, A., and **Arif F.** (2014). "**Mitigating Threats of Counterfeit Materials in the Capital Projects Industry."** Research Report 307-11 Construction Industry Institute (CII).
6. Bayraktar, M. E., Kang Y., Svinkin M., and **Arif, F. "Evaluation of Vibration Limits and Mitigation Techniques for Urban Construction."** Project Report for Florida Department of Transportation (FDOT), FDOT Contract No BDK80 977-22, October 2013.
7. Bayraktar, M. E., Zhu.Y. and **Arif, F. "Commercial Motor Vehicle Parking Trends at Rest Areas and Weigh Stations."** Project Report for Florida Department of Transportation (FDOT), FDOT Contract No.: BDK80 977-14, December 2012.
8. Bayraktar, M. E. and **Arif, F. "Venture Capital Opportunities in Green Building Technologies: A Strategic Analysis for Emerging Entrepreneurial Companies from South Florida and Latin America"**, Ewing Marion Kauffman Foundation / Eugenio Pino and Family Global Entrepreneurship Center, Florida International University, Jan. 2011.

PUBLICATIONS (related to Contract and Law)

1. Tirmizi, S. A. A., & **Arif, F.** (2023). Identification and stakeholder responsibility mapping of contractual risk factors in oil and gas sector infrastructure projects using Delphi technique. *Mehran University Research Journal of Engineering and Technology*, *42*(1), 17-31. (SCI-WoS Impact Factor).
2. **Arif, F.**, & Saeed, F. (2021). Role of Construction Project Documentation for Effective Arbitration Process. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, *13*(2), 04521006 (Academic Accelerator Impact Factor = 2.543).
3. **Arif, F.,** Bayraktar, M., and Chowdhury, A. (2015). "Decision Support Framework for Infrastructure Maintenance Investment Decision Making." *J. Manage. Eng.* , 10.1061/(ASCE)ME.1943-5479.0000372 , 04015030. *(SCI Impact Factor = 1.11).*
4. **Arif, F.,** Lodi, S.H., Azhar, N. (2015). "Factors influencing accuracy of construction project cost estimates in Pakistan: Perception and reality. *"International Journal of Construction Management (IJCM)*, Taylor and Francis, 15(1), pp. 59-70, DOI:10.1080/15623599.2015.1012141 *(SCI Impact Factor* 2015 = *0.11)* https://doi.org/10.1080/15623599.2015.1012141

5. **Arif, F.** and Morad, A. (2014). " Concurrent Delays in Construction: International Legal Perspective." *J. Leg. Aff. Dispute Resolut. Eng. Constr.*, 6(1), 04513001. (RG Impact Factor = 0.3) https://doi.org/10.1061/(ASCE)LA.1943-4170.0000134
6. Bayraktar, M.E., Cinkilic, C. and **Arif, F.** (2012). "Analysis of Disputes in Transportation Projects." *Journal of Risk Analysis and Crisis Response (JRACR)* Special issue on *Risk Management in Construction,* Atlantis Press, 2(4), 215 – 222. https://www.jracr.com/index.php/jracr/article/view/46
7. Bayraktar, M.E., **Arif, F.,** Hastak, M., and Gad N.A. (2012). "The Judiciary's Use of the Critical Path Method to Resolve Construction Claims". *J. Leg. Aff. Dispute Resolut. Eng. Constr.*, ASCE, 4(1), 10–16. *(RG Impact Factor = 0.09)* https://doi.org/10.1061/(ASCE)LA.1943-4170.0000079
8. Bayraktar, M.E., Owens C.R. and **Arif, F**. (2012). "Holding Homebuilders Liable for Personal Injury and Property Damage Caused by Defective Material: Chinese Drywall Case". *J. Leg. Aff. Dispute Resolut. Eng. Constr.*, ASCE, 4(2), 23–30. *(RG Impact Factor = 0.09)* https://doi.org/10.1061/(ASCE)LA.1943-4170.0000086
9. **Arif F.**, Nadeem M.B., and Ahmed O. (2015). "An Overview of Claims Prevention Strategies in construction Projects of Pakistan." Proceedings of 7th International Civil Engineering Congress (ICEC-2015) "Sustainable Development through Advancements in Civil Engineering" June 12-13, 2015, Karachi, Pakistan, pp. 90-97, published by Institution of Engineers Pakistan (IEP).
10. **Arif F.**, Morad A., Bayraktar, M.E. (2012). "Concurrent Delays – A Comparative Analysis of U.S. and Australian Construction Legal Environment" The First Australasia and South-East Asia Structural Engineering and Construction Conference- Research, Development, and Practice in Structural Engineering and Construction. Perth, Australia, Nov 28-Dec 2, 2012.
11. **Arif F.** and Bayraktar, M.E. (2012). "Theoretical Framework for Transportation Infrastructure Asset Management Based on Review of Best practices." Proceedings of the Construction Research Congress 2012: Construction Challenges in a Flat World, West Lafayette, Indiana, United States May 21-23, 2012, pp. 2349-2358.
12. Bayraktar M.E., **Arif F.** and Cinkilic C, (2010). "Assessment of Disputes in Florida Transportation Projects and Lessons Learned." Proceedings of the 2nd International Conference on Construction In Developing Countries (ICCIDC–II) "Advancing and Integrating Construction Education, Research & Practice", Cairo, Egypt, August 3-5, 2010 pp. 954-961.
13. Farooqui R. and **Arif F.**, Ahmed S.M. and Lodi S.H. (2009). "Detailed Estimating Practices of Construction Firms in Pakistan." Proceedings of the 5th International Conference on Construction in the 21st Century (CITC-V)-Collaboration and Integration in Engineering, Management and Technology, Istanbul, Turkey, May 20-22, 2009, pp. 166-177.
14. **Arif F.**, Gazder U., Azhar N. and Farooqui R. (2008). "Construction Risk Insurance Practices in Pakistan." Proceedings of the 1st International Conference on Construction in Developing Countries (ICCIDC–I)-Advancing and Integrating Construction Education, Research & Practice", Karachi, Pakistan, August 4-5, 2008, pp. 177-184.
15. Farooqui R., Saqib M., **Arif F.**, and Lodi S.H. (2008). "An Assessment of General Trends Adopted for Bidding and Procurement in The Construction Industry of Pakistan." Proceedings of the 1st International Conference on Construction in Developing Countries (ICCIDC–I)-Advancing and Integrating Construction Education, Research & Practice", Karachi, Pakistan, August 4-5, 2008, pp. 153-160.

INVITED LECTURES/ SPEECHES / TRAININGS DELIVERED/ PRESENTATIONS

1. One-day Professional Course on "***Mastering Risk Management through Construction Contracts***" at Centre for Continuation of Engineering Education (CCEE), NED Academy, on February 7, 2026.
2. Delivered presentation titled ***"A New Horizon for Pakistan's Built Environment – Three Landmark Codes Ensuring Sustainability"*** at a webinar organized by **PCATP - Pakistan Council of Architects and Town Planners** on January 1, 2026.
3. Presented the *Three Landmark National Codes* at the Pakistan Engineering Council (PEC) launching Ceremony of National Engineering Codes, held on Tuesday, 23 December 2025 at Serena Hotel, Islamabad.
4. **Invited Speaker** at the 1st Dissemination Workshop cum Training for Compliance and Implementation of Occupational Safety and Health Code of Practice for Construction Sector of Pakistan (OSH-CPCSP-2025) to deliver presentation titled "**National Overview and Application of OSH-CPCSP-2025 in Construction Management**" on 13-08-2025 at University of Engineering and Technology, Peshawar.

5. **Guest Speaker to make presentation titled "Dispute & Conflict Resolution - Skills and Techniques"** at the seminar on "Conflict Resolution and Negotiation" organized by the ***Civil Aviation Training Institute in Hyderabad on 14th November 2024***. Over 200 participants from across Pakistan, with additional attendees from Sri Lanka, including senior and mid-career professionals from engineering, management, and other non-technical fields, as well as university students and recent graduates.
6. **Expert Guest Speaker** for Workshop of **36th Senior Management Course at National Institute of Management**, Karachi on 04-10-2024.
7. **Invited Technical Presentation titled "Digital Transformation Through Disruptive Technologies in Building Construction"** at the **"Building and Emerging Technologies"** ***summit at Bangkok, Thailand, at the invitation of Computers and Structures, Inc. AIT Solutions and CSI Bangkok, on October 9-10, 2024.*** The summit featured more than thirty prominent speakers in the fields of civil and structural engineering, along with leading experts and stakeholders in architecture, urban planning, and technology from around the globe. These professionals were from countries including; USA, China, Singapore, UAE, India, Indonesia, Philippines, Sri Lanka, Germany, Taiwan, and Thailand.
8. **Invited presentation titled "Overview of OHS Related Legal and Regulatory Framework in the Construction Sector of Pakistan"** at the 1st Tripartite Stakeholders Consultative Workshop on August 15, 2024, organized by Pakistan Engineering Council (PEC) and International Labor Organization (ILO) Country Office Pakistan in Islamabad.
9. **Invited Speaker at Pakistan International Disputes Weekend (PIDW) 2024** on Topic of Establishment of Society of Construction Law (SCL) Pakistan, organized by CIArb Pakistan, on May 12-13, 2024 at PC Hotel Karachi, Pakistan.
10. Delivered **workshop** as an **Expert Speaker** on "Public Sector Project Management" during the 35th Senior Management Course (SMC) at National Institute of Management (NIM) Karachi.
11. **Invited Presentation** at International Seminar on ***"Forewarned is Forearmed: Construction Disputes Avoidance and Resolution"***, was held on Saturday, December 23, 2023 at NED University, organized by NED University, in collaboration with Institution of Engineers Pakistan (IEP) Karachi Centre, Chartered Institute of Arbitrators (CIArb) Pakistan Branch, Asian Civil Engineering Coordination Council (ACECC) Future Leaders Forum.
12. Guest Lecture on **"An Insight to Construction Industry Dynamics in Pakistan"** at Middle East Technical University (METU), Ankara, Turkey, November 10, 2016
13. Guest Lecture on **"Smart Parking Management System"** at Yildiz Technical University (YTU), Istanbul, Turkey, November 06, 2016.
14. Keynote at Research Seminar on **"Infrastructure Management Research-Experience Sharing and Way Forward"**, Middle East Technical University (METU), Ankara, Turkey, on October 26, 2016.
15. Invited Speaker to present on **"Asset Management Approach for Urban Transportation Infrastructure Management- Learning from International Best Practices, Research and Development (R&D) Projects."** at National Conference on Sustainable Transport in Pakistan "Paving the way for Sustainable Transport in Pakistan" December 18 – 19, 2015, SERENA Hotel – Islamabad.

PROFESSIONAL AFFILIATIONS/MEMBERSHIP

1. ***Society of Construction Law (SCL),*** Pakistan - Founding and Executive Committee Member
2. ***Pakistan Engineering Council***- Professional Engineer
3. ***Fellow, Institution of Engineers Pakistan*** (F.I.E. Pak)
4. ***Pakistan Engineering Congress*** – Registered Member
5. ***American Society of Civil Engineers***- Associate Member
6. ***American Association for Advancement of Cost Engineering***-AACE (Member)
7. ***Miami-Dade Construction Institute Chapter of ASCE***
8. ***Athens Institute for Education and Research (ATINER)***-Academic Member

Malith S. Mendis
BEng (Hons), MSc(Eng) (UK) , FICE, FIESL, MCIArb, CEng
Tel: +94 777 720 555, +65 8430 6724 Email: malithm@gmail.com

FIDIC President's List Adjudicator since 2021
FIDIC Certified Trainer/ Lecturer since 2016
Reviewer – FIDIC 2017 Conditions of Contracts
Country Representative Sri Lanka – Dispute Resolution Board Foundation (DRBF)
Consultant Project Manager & Contract Administrator
Member - Primary Panel of Arbitrators of the Maldives International Arbitration Centre (MIAC)
Member – List of UK Adjudicators
Member - List of Hong Kong Adjudicators
Member – List of Adjudicators – Construction Industry Development Authority (CIDA), Sri Lanka
Member – List of Arbitrators, Adjudicators, and Structural Engineers – Institution of Engineers, Sri Lanka
Member – List of Adjudicators – Association of Consulting Engineers, Sri Lanka

Member – Chartered Institute of Arbitrators UK
Fellow - Institution of Engineers, Sri Lanka
Fellow - Institution of Civil Engineers, UK
Member - Dispute Resolution Board Foundation
Member – Society of Construction Law, UK
Fellow – Institute of Project Managers, Sri Lanka
Member - Society of Structural Engineers, Sri Lanka
Member - Association of Consulting Engineers, Sri Lanka

Trained and wide knowledge of Construction Law and International Arbitration.

Contracts Training Workshops conducted as Lecturer in Sri Lanka, India, Maldives, Timor Leste, Brunei, Fiji, Seychelles, Samoa, Solomon Islands, Nepal, Myanmar, Uganda, Pakistan and Bhutan.

FIDIC Training Assignments in 2021 to 2025:

1) **Training in Module 6 : FIDIC Design, Build and Operate (DBO) Contract Special Module for PMIDC, MCA and MCL of Punjab Bulk Water Supply Projects (World Bank Projects), India**
2) **Training in Claims Management under FIDIC Contracts for Fenaka Corporation, Maldives**
3) **Training in FIDIC Module 1 for Sri Lanka (MCSL members) and Maldives (CTL Strategies)**
4) **Training in FIDIC Module 1 for Fiji (H L K Jacob and Hotsprings) and Maldives (Riyan Pvt Ltd)**
5) **Training in FIDIC Module 1 for MWSC, MACL and MTCC Maldives**
6) **Training in FIDIC Module 4 for Uganda Association of Consulting Engineers**
7) **Training in FIDIC Module 1 and 2 in Fiji Islands**
8) **Training in FIDIC Module 1 and 2 for State Electricity Company (STELCO), Maldives**
9) **Training in FIDIC Module 1 and 2 for John Keells Holdings, Sri Lanka**
10) **Training in FIDIC Module 1 and Module 2 with WB Conditions, World Bank Office, Nepal**
11) **Training in FIDIC Module 1 with WB Conditions, World Bank Office, Pakistan – 2 batches**
12) **Training in FIDIC Module 1 with WB, ADB and AIIB Conditions for Ministry of Infrastructure and Transport of Bhutan**
13) **Training in FIDIC Module 1 with WB, ADB and AIIB Conditions for STO, MTCC and IASL Maldives**
14) **Training in FIDIC Modules 1 and 2 with WB, ADB and AIIB Conditions in Fiji**
15) **Training in FIDIC Module 1 with WB Conditions, World Bank Office, India**

1

2010 to Present	**Arbitrator, Adjudicator, FIDIC Trainer, Claims Consultant, Contract Manager**
2003 to 2010	**Lanka Hydraulic Institute Ltd**
2001 to 2003	**Holcim (Lanka) Ltd (formerly Puttalam Cement Ltd)**
1997 to 2000	**Lankem Developments Ltd**
1991 to 1997	**Union Construction Engineering Ltd**
1987 – 1990	**Central Engineering Consultancy Bureau**
1987- 1987	**Selvaratnam & Perera, Chartered Architects & Engineers**
1985-1987	**Union Construction Engineering Ltd**

Projects: Experience in Design, Project Management and Contract Administration

Colombo South Harbour- Sri Lanka, Rantembe Hydropower project – Sri Lanka, Accident Emergency &n Orthopaedic Trauma Unit, National Hospital – Sri Lanka, Riviere des Galet Coastal Protection Project – Mauritius, Pharmaceuticals Manufacture Plant for Navesta – Sri Lanka, Al Marjan offshore development, Ras Al Kaimah, UAE, Song Do Beach Restoration – South Korea, Busan harbour extension– South Korea, Fourteen islands drainage project – Maldives, Krishnapatnam harbour – India, Haldia harbor, Kolkata – India, Al Lakbi harbour – Oman, Hambantota harbour – Sri Lanka, Incheon Harbour LNG Terminal – South Korea, Galle harbour development – Sri Lanka, USAID Tsunami Fishery harbours Reconstruction Project – Sri Lanka, Massawa harbour Oil Jetty project – Eritrea, Galle harbour – Sri Lanka, El Kala harbour – Algeria, Club palm Bay Hotel – Sri Lanka, York Arcade Building – Sri Lanka, Office Building for CIC – Sri Lanka, Manufacturing Plant for Diamond Cutters Ltd, Provincial Drug Stores, Southern Province – Sri Lanka , Khyber Paktunkhwa Hydro Power Project – Pakistan, Wastewater Treatment Plant (44 MGD) in Faisalabad – Pakistan, Moragolla Hydropower Project – Sri Lanka.

Member of Dispute Boards/ Adjudications and Arbitrations (Past & Present)

- Greater Colombo Water Rehabilitation Project (Member DAB) - 2014
- Supplying and Laying of Pipelines and Civil Construction Work, Towns North of Colombo Water Supply Project (Chairman DAB) - 2016
- Urban Regeneration Project - Construction of 1777 Housing Units at Colombage Mawatha – City of Colombo (Chairman DAB) - 2017
- Ampara Distribution Network Water Supply Project (Chairman Arbitration) - 2018
- Road Sector Development Project – Provincial Road Component – Western Province (Arbitrator) - 2018
- Central Expressway Section 2 (2 Packages – Chairman DAB) – 2018 - 2019
- Construction of Office Building for District Secretariat Puttalam (Chairman DAB) - 2018
- Improvement and Rehabilitation of Kandy Jaffna Road (Chairman DAB) – 2018 - 2019
- Improvement and Rehabilitation of Priority Roads – Galle – Udugama Road (Chairman DAB) - 2018
- Construction of CEB Corporate Office Building of Distribution Division – 04 (Chairman DAB) - 2018
- Southern Transport Development Project Package KG.5 – (Chairman DAB)
- Improvement and Rehabilitation to B435 – Orugodawatte – Ambatale Road (Chairman DAB) – 2018 - 2019
- Towns East Of Colombo District Water Supply Project - Package 03 – (Member DAB) – 2018 - 2020
- Integrated Road Investment Programme – Uva Province – 6 Packages – (Sole Member – Chairman DAB) - 2019 - 2021
- Development and Construction of District General Hospital, Nuwara Eliya – (Chairman DAB) – 2020 - 2022
- National Transmission and Distribution Network Development and Efficiency Improvement Project - Package 1 - Construction of 400kV, 220kV and 132kV Transmission Lines (JICA funded) – (Chairman DAB / Sole Adjudicator) – 2021 - 2022
- Development of Housing Units in Hulhumalé, Republic of Maldives (Phase III – Part 1 & 2 and associated Works) – (Chairman DAB) – 2022 – 2023
- Construction of the New Unit to the CCB Head office Building – (Chairman DAB) – 2023
- Towns East of Colombo District Water Supply Project Package 3 Dispute 3 – (Member DAB) – 2023

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- Gampaha, Attanagalla And Minuwangoda Integrated Water Supply Scheme (2 packages) – (Member) - 2024
- Development of Aviation Refueling Terminal at Bandaranaike International Airport (BIA) – (Member) - 2024
- Ebeye Costal Protection Work, Pacific Resilience Project -Phase II (PREPII), Republic of Marshall Islands – (Sole DAAB Member) -2024
- Civil Works at the Depot for MRT Line-5N of the Dhaka Mass Rapid Transit Development Project, Bangladesh – (Chairman of DB) – 2025
- Restoration and Upgradation of Sukkur Barrage, Pakistan - (Chairman of DAAB) – 2025

Contract Administration / Management Experience

1) Colombo South Harbour- Sri Lanka – 2006 to 2010
2) Accident Emergency &n Orthopaedic Trauma Unit, National Hospital – Sri Lanka – 1991 -1992
3) Pharmaceuticals Manufacture Plant for Navesta – Sri Lanka – 2015 -2016
4) Coastal Resources Management Project, Sri Lanka – 2007 -2010
5) Fourteen islands drainage project – Maldives – 2005 -2008
6) Hambantota harbour – Sri Lanka – 2008 -2010
7) USAID Tsunami Fishery harbours Reconstruction Project – Sri Lanka – 2006 - 2007
8) Club palm Bay Hotel – Sri Lanka – 2011 -2012
9) York Arcade Building – Sri Lanka – 1991 - 1997
10) Manufacturing Plant for Diamond Cutters Ltd - 1992
11) Provincial Drug Stores, Southern Province – Sri Lanka - 1989
12) Bishops College Auditorium – Sri Lanka - 1987

Education

1982- 1984 University of Liverpool, UK – *Master of Science (Engineering) - MSc(Eng)*
1979- 1982 University of Liverpool, UK – *Bachelor of Engineering (Civil Engineering)–BEng(Honours)*
1965-1979 Royal College, Colombo & Ruam Rudee International School, Bangkok

Positions Held – Past & Present

Chairman South Asia and Country Representative Sri Lanka – Institution of Civil Engineers UK (ICE)
Examiner for FIDIC Certified Trainer Assessments
Member, Adjudication committee, CIDA
President, Association of Consulting Engineers, Sri Lanka
Member, Capacity Building Committee , FIDIC
Faculty member / Lecturer at the Institute for the Development of Commercial Law and Practice (ICLP)
Head, Engineering and Modelling group of the Expert group of Govt of Sri Lanka,
Sethusamudram Canal Project for talks with Govt. of India
Member, Advisory panel, Export of Professional Services, Export Development Board
Chairman, Review of Specification for Coastal & Harbour Works, ICTAD
Secretary, Sri Lanka Association of the Institution of Civil Engineers
President, Central Engineering Consultancy Bureau Engineers Association

Thesis / Papers / Publications/ Lectures presented

M. Mendis et. Al., The proceedings of the International Conference on Marine Problems and Specific Solutions, COMPASS 2008
Sri Lanka Country Paper – TCDPAP & FIDIC ASPAC Conference, Nepal, 2009
Paper on "Hydraulic stability of tetrapod toe apron on coreloc armour breakwater: A 2D Physical model study", M. Mendis et.al., The proceedings of the International Conference in Ocean Engineering (ICOE 2009)

3

Sri Lanka Country Paper – TCDPAP & FIDIC ASPAC Conference, Malaysia, 2011
Public Lecture on " Export of Technological Services", IESL, Colombo, 2010
Lecture on "Projects in Sri Lanka" , Rotary Club of Battaramulla, Sri Lanka, 2011
Paper on "Coastal Vulnerability Assessment" – TCDPAP & FIDIC ASPAC Conference, Bangkok, Thailand, 2013
Paper on "Preparing Consultancy Firms For Export Of Services And International Collaboration" – TCDPAP & FIDIC/ASPAC Conference, Bali, Indonesia - 2014
Paper on "Colombo South Harbour Project – A Case Study" – FIDIC Contract Users Conference, Shenzhen, China – 2014
"Dispute Boards and their dispute avoidance role", Dr. A N S Kulasinghe Memorial Lecture, Institution of Engineers Sri Lanka – 2015
"Opportunities and Benefits to China, Sri Lanka and South Asia: One Belt, One Road Initiative", International Consulting Engineers' Forum 2015, China Association of Plant Engineering Consultants, Beijing, China – 2015
"Dispute Adjudication Boards - What is happening in South Asia ?" Dispute Resolution Board Foundation International Conference, Bali, Indonesia – 2017
"DABs Role Under FIDIC Conditions - Current Practice and The New Rules – What is happening in Asia?" FIDIC Asia Pacific Contract Users Conference, Vietnam - 2017
"Elevating DBs in Asia: Legislative and Funding Agency Developments – South Asia with focus on India, Sri Lanka, Nepal", DRBF 18th Annual International Conference, Tokyo – 2018
"Dispute Avoidance under FIDIC Contracts", Dispute Resolution Board Foundation International Conference, Yogyakarta, Indonesia – 2018
"International Application of FIDIC Contracts Sri Lanka Chapter" – Co Author, Taylor & Francis Group 2019
"FIDIC 2017 Contracts – Changes from 1999" – Barton Legal Seminar - 2020
"Arbitration and ADR – focus on South Asia - India, Sri Lanka and Nepal" – FIDIC Asia Pacific Contract Users' Conference – 2020
"FIDIC Contracts in Asia Pacific" – Sri Lanka Chapter – Co Author, Routledge – 2021
" Fundamental Features of Engineering Contracts and Dispute Resolution in Engineering Contracts" – Webinar presentations for South Asia Early Careers Net of the Institution of Civil Engineers – 2023
"General Contract Management and EPC Contracts" – Webinar presentation organised by Kolkata Region of the Institution of Civil Engineers - 2024

October 2025

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.

Part B - Special Provisions

Sub-Clause 1.1.49 The Sub-Clause is replaced with:

Laws "**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority."

Sub-Clause 1.1.74 The Sub-Clause is replaced with:

Site "**Site**" means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site."

Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88

Sub-Clause 1.1 89 Bank "**Bank**" means the financing institution (if any) named in the Contract Data.

Sub-Clause 1.1.90 Borrower "**Borrower**" means the person (if any) named as the borrower in the Contract Data.

Sub-Clause 1.1.91 ES "**ES**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).

Sub-Clause 1.1.92 Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) "**Sexual Exploitation and Abuse" "(SEA)"** means the following:

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

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

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

. **"SEA/SH Prevention and Response Obligations"** means the Contractor's obligations in regards to the

prevention of and response to SEA/SH as set forth in Sub-Clauses 4.1, 4.20, 4.24, 5.1, 6.9, 6.27, and 6.28

Sub-Clause 1.2 Interpretation

Sub-paragraph (a) is replaced with the following:

(a) "Words indicating one gender include all genders;

"he/she" is replaced with:" it";

"him/her" is replaced with "it";

"his" and "his/her" are replaced with: "its";

"himself/herself" are replaced with: "itself"."

Further, "and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

sub-paragraph (k) is added:

(k) "The word "tender" is synonymous with "bid" or "proposal", the word tenderer with "bidder" or "proposer" and the words "tender documents" with "request for bids documents" or "request for proposal documents", as applicable."

Sub-Clause 1.5 Priority of Documents

The following documents are added in the list of Priority Documents after (e):

(f) " the Particular Conditions Part C- Fraud and Corruption;
(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;
(h) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;"

and the list renumbered accordingly.

Sub-Clause 1.6 Contract Agreement

The last paragraph is replaced with:

"If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub–Clause 1.14 *[Joint and Several Liability.]"*

Sub-Clause 1.12 Confidentiality

The following is added at the end of the second paragraph: "The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects."

"or" at the end of (b) is deleted.

"or" at the end of (c) is added.

The following is then added as (d): "is being provided to the Bank ."

Sub-Clause 1.17

Inspections & Audit by the Bank

The following Sub-Clause is added after Sub-Clause 1.16:

"Pursuant to paragraph 2.2 e. of Particular Conditions - Part C-Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)."

Sub-Clause 2.4

Employer's Financial Arrangements

The first paragraph is replaced with:

"The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer's obligations under the Contract."

The following sub-paragraph is added at the end of Sub-Clause 2.4:

"In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available."

Sub-Clause 2.6

Employer-Supplied Materials and Employer's Equipment

The following is added after the last paragraph of Sub-Clause 2.6:

"The Employer shall make the Employer's Equipment listed in the Specification available to the Contractor at the time(s) stated in the Specification (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

Unless expressly stated otherwise in the Specification, the Employer's Equipment shall be provided for the exclusive use of the Contractor.

When made available by the Employer, the Contractor shall visually inspect the Employer's Equipment and shall promptly give a Notice to the Engineer of any shortage, defect, or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

The Contractor shall be responsible for the Employer's Equipment while it is under the Contractor's control and/or any of the Contractor's Personnel is operating it, driving it, directing it, using it, or in control of it.

The Contractor shall not remove from the Site any items of the Employer's Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor's personnel to or from the Site."

Sub-Clause 2.7

SEA/SH Conference

The following new Sub-Clause is added

"The Employer shall organize and run a SEA/SH orientation conference as soon as possible after the constitution of the DAAB and prior to the commencement of any physical work. The SEA/SH orientation conference shall be attended by the Contractor, its Subcontractors, the Engineer, the DAAB members and all other relevant persons. The objective of the SEA/SH orientation conference shall be to ensure a common understanding of all SEA contractual requirements and remedies, including those available under Sub-Clause 21.9 [*SEA/SH Referrals*], Sub-Clause 21.10 [*Dissatisfaction with DAAB's decision of SEA/SH Referrals*] and Sub-Clause 21.11 [*Bank's disqualification of the Contractor and its Subcontractor/s*].

Sub-Clause 3.1

The following is added at the end of the first sub-paragraph:

The Engineer

"The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties."

Sub-Clause 3.2

Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

(a) Consenting to the engagement of Subcontractor(s) under Sub- Clause 5.1

(b) Issuing the Taking Over Certificate under Sub-Clause 10.1

(c) Issuing the Performance Certificate under Sub Clause 11.9

(d) Sub-Clause 13.1: Right to vary - instructing a variation, except;

  (i) in an emergency situation as determined by the Engineer; or

  (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.

(e) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Sub-Clause 3.3

Engineer's Representative

The following is added at the end of Sub-Clause 3.3:

"The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer's Representative."

Sub-Clause 3.4

The following is added at the end of the second paragraph:

Delegation by the Engineer	"If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority."
Sub-Clause 3.6	In the first paragraph, "42 days" is replaced with: "21 days";
Replacement of the Engineer	In the third paragraph, "shall" is replaced with: "should".
Sub-Clause 4.1	The following is inserted after the paragraph "The Contractor shall execute the Works…":
Contractor's General Obligations	"The Contractor shall not post and shall ensure that its Subcontractors/ suppliers/ manufacturers and Contractors' Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site."
	The following is inserted after the paragraph "The Contractor shall provide the Plant (and spare parts, if any) …":
	"All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank."
	The following is inserted after the paragraph "The Contractor shall, whenever required by the Engineer...":
	"The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.
	The Contractor shall submit to the Engineer for Review any additional MSIPs as are necessary to manage the ES risks and

impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream, and road diversions, quarrying or extraction of materials, concrete batching, and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C ESMP). CESMP shall be submitted within (28 days) of Contract signing and before mobilization, engineer's No Objection required before commencement of work, and periodically (quarterly) updates and update of CESMP upon design changes, new risks, serious incidents is also required. CESMP shall include sub-plans as mentioned in the ESIA/ ESMP. The updated C ESMP shall be submitted to the Engineer for Review.

The C ESMP shall be part of the Contractor's Documents. The procedures for Review of the C ESMP and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]."*

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively. "if so stated in the Specification, the Contractor shall:

(i) design structural elements of the Works taking into account climate change considerations;

(ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances;

(iii) consider the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events; and

(iv) any other requirement stated in the Specification."

The following is added at the end of the Sub-Clause:

"The Contractor shall provide relevant contract- related information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:

(i) are affected or likely to be affected by the Contract; and

(ii) may have an interest in the Contract.

The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.

Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract."

Sub-Clause 4.2

Performance Security and ES Performance Security

The first paragraph is replaced with:

"The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor's ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply."

In the following Sub-Clauses of the General Conditions, the term "Performance Security" is replaced with: "Performance Security and, if applicable, an Environmental and Social (ES) Performance Security":

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer's Liability;

15.2- Termination for Contractor's Default;

15.5- Termination for Employer's Convenience.

Sub-Clause 4.2.1

Contractor's obligations

The first paragraph is replaced with:

"The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank or financial institution selected by the Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form agreed by the Employer."

Thereafter, throughout Sub-Clause 4.2 "Performance Security" is replaced with: "Performance Security and, if applicable, ES Performance Security."

Sub-Clause 4.2.2

Claims under the Performance Security

The first paragraph is replaced in its entirety with: "The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract."

Sub-Clause 4.2.3

Return of Performance Security

In sub-paragraph (a) "21 days" is replaced with: "28 days".

Sub-Clause 4.3

Contractor's Representative

The following is added at the end of the last paragraph: "If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

Sub-Clause 4.6

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

The following are included after deleting "and" at the end of (f) and replacing "." with ";" at the end of (g):

"

(h) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;

(i) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as

well as in providing information to Contractor's Personnel, and provision of personal protective equipment without expense to the Contractor's Personnel;

(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 which they have reasonable justification to believe presents an imminent and serious danger to their life or health;

(k) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;

(l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

(m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment."

The second and third paragraphs are replaced with the following:

"Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual (as part of CESMP within (28) days of contract signing and get approval before mobilization to site) which has been specifically prepared for the Works, the Site, and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]*.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

(a) which shall include at a minimum:

(i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment, and processes under the control of the Contractor, including control measures for chemical, physical and biological substances, and agents;

(ii) 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 or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;

(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

any other requirements stated in the Specification.

The paragraph starting with: "In addition to the reporting requirement of…" is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.

Sub-Clause 4.8.1

The following sub-clause is added as 4.8.1:

Emergency Preparedness and Response Plan (EPRP):

Emergency Preparedness and Response Plan (EPRP)

(a) The Contractor shall prepare, implement, maintain, and periodically update a detailed, site-specific Emergency Preparedness and Response Plan (EPRP) as an integral part of the Contractor's Environmental and Social Management Plan (CESMP). The EPRP shall be submitted to the Engineer for review and the Employer for approval within twenty-eight (28) days of the Commencement Date and prior to commencement of any high-risk construction activities. The Contractor shall conduct emergency response drills at least once every six (6) months, or more frequently where required by the Engineer or following significant changes in site conditions.

(b) The EPRP shall include, but not be limited to:

i. Identification and assessment of potential emergency situations, including fire, fuel or chemical spills, trench or structural collapse, flooding, electrocution, confined space incidents, work at height accidents, traffic accidents, medical emergencies, security incidents, and natural disasters;

ii. Emergency organization structure, including roles, responsibilities, and chain of command;

iii. Emergency communication procedures, notification hierarchy, and updated emergency contact lists (including site personnel, hospitals, ambulance services, fire brigade, police, and relevant government authorities);

iv. Location, inspection, maintenance, and availability of emergency response equipment, including fire extinguishers, spill response kits, first aid facilities, rescue equipment, emergency lighting, and emergency vehicles, where applicable;

v. Site-specific evacuation procedures, emergency escape routes, assembly points, and personnel accounting procedures;

vi. Procedures for emergency response, rescue, incident notification, reporting, investigation, and communication with the Employer, Engineer, and relevant authorities;

vii. Training and awareness programmes for workers, subcontractors, and relevant personnel regarding emergency response procedures; and

viii. Procedures for periodic review and updating of the EPRP based on emergency drills, incidents, lessons learned, and changes in project activities.

(c) Records of emergency response training, emergency drills, inspections, incidents, corrective actions, and lessons learned shall be maintained by the Contractor and included in the monthly Environmental, Social, Health and Safety

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Sub-Clause 4.15

Access Route

The following is added at the end of Sub-Clause 4.15:

"The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Contractor's Equipment on public roads or other public infrastructure.

The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them."

The Contractor shall adequately record the condition of roads and other infrastructure prior to the start of transporting Goods.

The Contractor shall be liable for the reinstatement of all such access routes and other public roads and infrastructure to the extent any such damages were caused by the Contractor.

Sub-Clause 4.18

Protection of the Environment

Sub-Clause 4.18 Protection of the Environment is replaced with:

"The Contractor shall take all necessary measures to:

(a) protect the environment (both on and off the Site); and

(b) limit damage and nuisance to people and property resulting from pollution, noise, and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable,

the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer."

Sub-Clause 4.20 Progress Reports

Replace "4.20 (g) with: "the Environmental and Social (ES) metrics set out in Particular Conditions - Part D".

The following paragraph is added prior to the paragraph starting with: "However, nothing stated…": "Unless otherwise stated in the Contract Data, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation."

The following is added at the end of the Sub-Clause:

"In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident, or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse, or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident, or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors', and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause."

Sub-Clause 4.21 Sub-Clause 4.21 Security of the Site is replaced with:

Security of the Site

"Sub-Clause 4.21 Security of the Site

The Contractor shall be responsible for the security of the Site, and:

(a) for keeping unauthorised persons off the Site;

(b) authorised persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorised personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.

Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer's No-objection a security management plan before commencement of project activities that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."

Sub-Clause 4.23

Archaeological and Geological Findings

The first paragraph is replaced with the following:

"All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

(a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;

(b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and

(c) implement any other action consistent with the requirements of the Specification and relevant Laws."

Sub-Clause 4.24

Suppliers (other than Subcontractors)

4.24.1 Forced Labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.2 Child labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.3 Serious Safety Issues

The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.8, 5.1 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.4 Obtaining natural resource materials in relation to supplier

The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or

critical habitats such as unsustainably harvested wood products, gravel or sand extraction from riverbeds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

Sub-Clause 4.25 Code of Conduct

The Contractor shall have a Code of Conduct for the Contractor's Personnel which shall be signed by them.

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.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel, and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

Sub-Clause 5.1 Subcontractors

The following is added at the beginning of the second paragraph.

"The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.25 above."

The following is added after the first sentence of the fourth paragraph: "The Contractor's submission to the Engineer shall also include such a Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation

and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors."

The following is added at the end of the last paragraph of Sub-Clause 5.1:

"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [*After Termination*].

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."

Sub-Clause 5.2.2

Objection to Nomination

In sub-paragraph (c):

"and" is deleted from the end of (i);

"." at the end of (ii) is replaced with: ", and".

The following is then added as (iii):

"(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*]."

Sub-Clause 6.1

Engagement of Staff and Labour

The following paragraphs are added at the end of the Sub-Clause:

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation, and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur. Furthermore, Contractor's proposed key E&S staff shall be present on Site and their deployment will be verified by the Engineer prior to the commencement of any ground-disturbing activity.

As specified in the Contract Data, the Contractor shall employ local labour with appropriate skills and experience. Local labour excludes Contractor's foreign personnel."

Sub-Clause 6.2

Rates of Wages and Conditions of Labour

The following paragraphs are added at the end of the Sub-Clause:

"The Contractor shall inform the Contractor's Personnel about:

(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and

(b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances, and any benefits as are subject to tax under the Laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

Where required by applicable Laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."

Sub-Clause 6.5 Working Hours

The following is inserted at the end of the Sub-Clause:

"The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Specification."

Sub-Clause 6.6

Facilities for Staff and Labour

The following is added as the last paragraph:

"If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social, and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Specification."

Sub-Clause 6.7

Health and Safety of Personnel

In the second paragraph, "The Contractor" is replaced with:

"Except as otherwise stated in the Specification, the Contractor…"

Sub-Clause 6.9

Contractor's Personnel

The Sub-Clause is replaced with:

"The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced, and competent in their respective trades or occupations.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who:

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;

(f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];

(g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [*Contractor's Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

Subject to the requirements in Sub-Clause 4.3 [*Contractor's Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

Sub-Clause 6.10 Contractor's Records

Sub-Clause 6.10(a) is replaced with the following:

"Occupations, actual working hours for each class and skill category of Contractor's Personnel including identifying those engaged through local labour."

Sub-Clause 6.12 Key Personnel

The following is inserted 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."

The following Sub-Clauses 6.13 to 6.27 are added after sub-clause 6.12

Sub-Clause 6.13
Foreign Personnel

The Contractor may bring into the Country foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

Sub-Clause 6.14
Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

Sub-Clause 6.15
Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

Sub-Clause 6.16
Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

Sub-Clause 6.17
Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter, or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter, or disposal thereto by Contractor's Personnel.

Sub-Clause 6.18
Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

Sub-Clause 6.19
Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

Sub-Clause 6.20 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

Sub-Clause 6.21 Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour, or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Sub-Clause 6.22 Child Labour

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological, or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment, or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.23

Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the name, age, gender, hours worked, category of skill (i.e. skilled, semi-skilled or unskilled), wages paid to all workers, and whether they are local labour as specified in Sub-Clause 6.1. These records shall be submitted to the Engineer on a monthly basis. The Employer will use the records to submit periodic reports to the Bank on local labour engagement. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

Sub-Clause 6.24

Workers' Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.25

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the

Non-Discrimination and Equal Opportunity

basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers, and children (of working age in accordance with Sub-Clause 6.22).

Sub-Clause 6.26

Contractor's Personnel Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks, and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.27

Contractor's SEA/SH Response Mechanism; Receipt of SEA/SH allegations; and Contractor's and non-compliance

6.27.1 The Contractor's SEA/SH Response Mechanism

The Contractor shall put in place an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor's or Employer's Personnel or any other person including third parties ("SEA/SH Response Mechanism").

The Contractor's Personnel shall be informed of the SEA/SH Response Mechanism at the time of engagement for the Contract and informed of the measures put in place to protect them against any reprisal for its use. For all other persons (including the Employer's Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and also measures protecting against reprisal, shall be displayed, in languages comprehensible to the Contractor's Personnel, Employer's Personnel, and the affected communities, in locations easily accessible to them.

The SEA/SH Response Mechanism shall permit allegations or concerns to be submitted in writing, in person or by phone, with appropriate provision for confidential treatment, and shall permit the submission of anonymous allegations. The Contractor shall have in place a dedicated person with appropriate skills, experience and training to receive and review such allegations or concerns.

As part of the SEA/SH Response Mechanism, the Contractor shall maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or SH. These measures should identify appropriate responses to SEA and/or SH allegations, including the actions set forth in Sub-Clause 6.9, and other appropriate disciplinary measures in the case of the Contractor's Personnel.

6.27.2 Receipt of SEA/SH allegations

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

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

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

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

If the Engineer identifies that the Contractor, including its Subcontractor/s, has not complied with the SEA/SH Prevention and Response Obligations under the Contract, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 *["SEA/SH Referral"]*.

If a DAAB report, prepared in accordance with Rule 3.10 of the DAAB Procedural Rules, identifies potential non-compliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations, the Engineer shall review the potential non-compliance and determine whether a Notice to Correct shall be issued to the Contractor. If the Engineer determines that a Notice to Correct shall not be given to the Contractor, the Engineer shall inform the Employer copying the DAAB, providing the basis for its determination. If the Engineer, however, determines that a Notice to Correct shall be given to the Contractor, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 *["SEA/SH Referral"]*.

Sub-Clause 6.28

Training of Contractor's Personnel

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

Sub-Clause 7.3 Inspection

The following is added in the first paragraph after "Employer's Personnel" "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)"

The following is added as (b) (iv):

"(iv) carryout environmental and social audit, and"

Sub-Clause 7.7 Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

Sub-Clause 8.1 Commencement of Work

The Sub- Clause is replaced in its entirety with the following:

"The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;

(b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);

(c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;

(d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided

that the corresponding bank guarantee has been delivered by the Contractor;

(e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay."

Sub-Clause 8.3

The Sub-Clause 8.3(b) is replaced in its entirety with the following;

the Section wise handing over plan as stipulated in Sub-Clause 2.1. The Contractor shall divide the Works into sections not exceeding 3 km in length and shall clearly identify the sequence and duration of activities for each section. No more than two (2) sections shall be under execution simultaneously. The Programme shall be developed in compliance with the approved Resettlement Plan.

The following is added as Sub-Clause 8.3(l):

"Engagement plan for local labour, taking into account the order in which the Contractor intends to carry out the works as described under Sub-Clause 8.3(c)".

Sub-Clause 11.7

Right of Access after Taking Over

In the second paragraph, "Whenever the Contractor intends to access any part of the Works during the relevant DNP:" is replaced with:

"Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:"

Sub-Clause 13.3.1

Variation by Instruction

Subparagraph 13.3.1 (a) is replaced with: "a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data."

Sub-Clause 13.4	The following is inserted as the penultimate paragraph:
Provisional Sums	"The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3."
Sub-Clause 13.6	The following paragraph is added at the end of the Sub-Clause:
Adjustments for Changes in Laws	"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 following is added at the end of the Sub-Clause:*
The Contract Price	Notwithstanding the provisions of sub-paragraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be subject to all applicable taxes in accordance with Laws of Islamic Republic of Pakistan.
Sub-Clause 14.2.1	The first paragraph is replaced with:
Advance Payment Guarantee	"The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form acceptable to the Employer."
Sub-Clause 14.3	The following is inserted at the end of (vi) after: *[Agreement or Determination]*: "any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement)."
Application for Interim Payment	
Sub-Clause 14.6.2	"and/or" from subparagraph (b) is deleted.

Withholding (amounts in) an IPC

The following is then added as subparagraph (c) and (d) and sub-paragraph (c) of the Sub-Clause is renumbered as (e):

"(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

(i) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

(ii) failure to regularly review C ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;

(iii) failure to implement the C ESMP e.g., failure to provide required training or sensitization;

(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;

(v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;

(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s);

(d) if the Contractor fails to materially comply with the Contractor's Local Labour Method Statement, an assessed amount, as determined by the Engineer, may be withheld until such an obligation has been met."

The following is added as penultimate paragraph: "As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed."

Sub-Clause 14.7 Payment

At the end of sub-paragraph (b): "and" is replaced with "or" and the following inserted as (iii):

"(iii) at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and"

At the end of sub-paragraph (c): "." is replaced with ";" and the following inserted:

"or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor]."

Sub-Clause 14.9 Release of Retention Money

The following is added at the end of Sub-Clause 14.9:

"Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than

half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security."

Sub-Clause 14.15 Currencies of Payment

Throughout Sub-Clause 14.15, "Contract Data" is replaced with: "Schedule of Payment Currencies".

Sub-Clause 15.1 Notice to Correct

"and" is deleted from (b) and

"." is replaced by: "; and" in (c).

The following is then added as (d)

"(d) specify the time within which the Contractor shall respond to the Notice to Correct."

In the third para., "shall immediately respond" is replaced with: "shall respond within the time specified in (d)". Further, in the third para., "to comply with the time specified in the Notice to Correct." is replaced with: "to comply with the time specified in (c)."

Sub-Clause 15.2.1 Notice

Sub-paragraph (h) is replaced with: "based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract."

Sub-Clause 15.8 Fraud and Corruption

The following new Sub-Clause is added:

" 15.8.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.

15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee."

Sub-Clause 16.1

Suspension by Contractor

The following paragraph is inserted after the first paragraph:

"Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank."

Sub-Clause 16.2.1

Notice

Sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i): "; or" is replaced with: "."

sub-paragraph (f) is replaced with:

"(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor."

Sub-Clause 16.2.2

Termination

The following is added at the end of Sub-Clause 16.2.2:

"In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice."

Sub-Clause 16.3

Contractor's Obligations After Termination

[If the Employer has made available any Employer- Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]

"and" is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:

"

(c) deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-

Clause 2.6 *[Employer-Supplied materials and Employer's Equipment]; and*

(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."

Sub-Clause 17.1 Responsibility for Care of the Works

[If Employer- Supplied Materials are listed in the Specification for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment]]*

After the two instances of "Goods" in the last paragraph, the following is added: "Employer- Supplied Materials".

[If Employer's Equipment are listed in the Works' Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment]]*

After the two instances of "Goods" in the last paragraph, the following is added: ", Employer's Equipment,".

Sub-Clause 17.7

Use of Employer's Accommodation/Facilities

The following Sub-Clause is added as 17.7:

"The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer."

Sub-Clause 18.1

Exceptional Events

Sub-paragraph (c) is substituted with:

"(c) riot, commotion, disorder, or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;"

Sub-Clause 18.4

Consequences of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the ".":

", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance

	policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”
Sub-Clause 18.5 **Optional Termination**	In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”.
Sub-Clause 19.1 **General Requirements**	The following paragraphs are added after the first: “Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause."
Sub-Clause 19.2 **insurance to be provided by the Contractor**	The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”
Sub-Clause 19.2.5 **Injury to employees**	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses, and expenses (including legal fees and expenses) arising from injury, sickness, disease, or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.”
Sub-Clause 20.1 **Claims**	In a): “any additional payment” is replaced with “payment”.
Sub-Clause 20.2 **Claims for Payment and/or EOT**	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 **Constitution of the DAAB**	In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of DAAB Agreement.”

After the second paragraph insert the following paragraph: "If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor."

Sub-Clause 21.2 Failure to Appoint DAAB Member (s)

For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]" is replaced with: "within 42 days from the date the Contract is signed by both Parties"

Sub-Clause 21.6 Arbitration

In the first paragraph, "unless otherwise agreed by both Parties:" is deleted and replaced with: " The Parties agree:"

The following new Sub-Clauses 21.9 to 21.11 are added

Sub-Clause 21.9 SEA/SH Referrals

SEA/SH Referrals pursuant to Sub-Clause 6.27 shall be submitted by the Employer to the DAAB in writing, copied to the Contractor and the Engineer. For a DAAB of three persons, the SEA/SH Referrals shall be deemed to have been received by the DAAB on the date it is received by the chairperson of the DAAB.

Upon receipt of a SEA/SH Referral, the DAAB shall request the Contractor in writing (copied to the Employer and the Engineer) to submit a statement demonstrating its compliance, including the compliance of any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to a SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH contractual obligations. The Contractor shall within 28 days of receipt of this request, submit in writing such statement to the DAAB copied to the Employer and the Engineer.

In reviewing the Referral, the DAAB shall focus exclusively on compliance of the Contractor, including any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to the SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH obligations. The DAAB shall not assess the merits of an underlying allegation, including the factual aspects of the alleged SEA and/or SH incident.

The DAAB decision, which shall state that it is issued under this Sub-Clause 21.9, shall be provided in writing to the Parties with a copy to the Engineer within 42 days of receiving the

SEA/SH Referral. The decision of the DAAB taken pursuant to this Sub-Clause 21.9 shall be binding on the Parties and any of its Subcontractor/s as applicable.

The DAAB decision arising from an allegation of SEA/SH incident shall state whether the Contractor, including any Subcontractor identified in the SEA/SH referral, was in compliance with its SEA/SH obligations at the time of occurrence of the alleged incident. The DAAB decision shall not disclose the name of the alleged survivor nor of the alleged perpetrator.

Sub-Clause 21.10

Dissatisfaction with DAAB's decision on SEA/SH Referrals

If either Party is dissatisfied with the DAAB's decision issued under Sub-Clause 21.9 [SEA/SH Referrals], such Party may give a NOD to the other Party in accordance with Sub-Clause 21.4.4 [Dissatisfaction with DAAB's decision]. Sub-Clause 21.5 *[Amicable Settlement]* shall not apply.

If the DAAB's decision has not become final and binding pursuant to Sub-Clause 21.4.4, the matter shall be finally settled by arbitration in accordance with Sub-Clause 21.6 *[Arbitration]*.

Where arbitration is conducted pursuant to the ICC Arbitration Rules, the parties agree that the time limit set in Article 1.6 of Appendix V to the ICC Arbitration Rules shall be 10 days from the notification of the Emergency Arbitrator Order unless the President of the ICC International Court of Arbitration determines that a longer period is necessary.

Sub-Clause 21.11

Bank's disqualification of the Contractor and its Subcontractor/s

The Employer shall immediately notify the Bank of the DAAB's decision on SEA/SH Referral, any notification received on the commencement of Emergency Arbitration, and the Emergency Arbitrator Order if any.

If the DAAB determines that the Contractor has failed to correct identified non-compliance with SEA/SH Prevention and Response Obligation or it was non-compliant with such obligations at the time of an alleged incident, the Bank may disqualify the Contractor, as well as any Subcontractor/s determined to be non-compliant, from being awarded a Bank-financed contract unless the ICC Emergency Arbitrator grants an order in favor of the Contractor. The disqualification period shall be for two years unless the Contractors receives an arbitration award in its favor within the two year period. The Contractor's disqualification under this Sub-Clause is without

prejudice to the Parties' rights and obligations under the Contract.

Appendix- General Conditions of DAAB Agreement

1. **Definitions**	In Sub-Clause 1.8 a(i): "authorised representative of the contractor or of the Employer" is replaced with: "Contractor's Representative or authorised representative of the Employer".
2. General Provisions	Sub-Clause 2.2 is deleted in its entirety.
3. Warranties	Sub-Clause 3.3 is deleted and replaced with the following: "When appointing the DAAB Member, each Party relies on the DAAB Member's representations, that he/she: a) has at least a bachelor's degree in relevant disciplines such as law, engineering, construction management or contract management; b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; c) has received formal training as an adjudicator from an internationally recognized organization; d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract; e) has experience in the interpretation of construction and/or engineering contract documents; f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."
7. Confidentiality	In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b), and the following added: "or (d) is being provided to the Bank."
9. Fees and Expenses	In Sub-Clause 9.1 (c): "business class or equivalent" is replaced with: "in less than first class". In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences respectively.

Particular Conditions

Part C- Fraud and Corruption

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

1. **Purpose**

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

2. **Requirements**

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening,

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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner[24]; (ii) to be a nominated [25] 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,

[24] 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.

[25] 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.

suppliers, agents, personnel, permit the Bank to inspect [26] 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.

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

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

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Metrics for regular reporting:

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

(i) number of expats housed in accommodations, number of locals;
(ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
(iii) actions taken to recommend/require improved conditions, or to improve conditions.

g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*

h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*

i. *training:*
(i) number of new workers, number receiving induction training, dates of induction training;
(ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
(iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
(iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j. *environmental and social supervision:*
(i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps , etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
(ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
(iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received,*

complainant's age and sex, how received, to whom referred to for action, resolution, and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

(i) Worker grievances;

(ii) Community grievances

l. Traffic, road safety and vehicles/equipment:

(i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

(ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

(iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m. Environmental mitigations and issues (what has been done):

(i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;

(ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;

(iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation ;

(iv) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;

(v) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

(vi) details of tree plantings and other mitigations required undertaken in the reporting period;

(vii) details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

(i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

(ii) compliance status of C ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

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

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

o. reporting frequency:

(i) require Contractors to provide monthly monitoring reports on ESHS performance followed by quarterly consolidated reports (as mentioned in the ESCP).

(ii) the monitoring reports will cover at least monitoring results (air, noise, water), waste generation/disposal records, tree felling/planting record, OHS compliance/ non-compliance related data including Lost Time Injury Frequency Rate (LTIFR), total recordable incidents, near-miss reports, inspection summaries. Progress against all approved plans including CESMP, status of open corrective actions, grievance log summary, status of stakeholder engagement, trainings delivered, photologs, etc.

(iii) the Engineer will reserve the right to issue the warnings to Contractor and deduct the designated costs, in case of non-compliances.

Particular Conditions

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

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

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

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

Contract description: _____ Brief summary of evidence provided: _____ _____ 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]*. _____ _____ _____

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section X - Contract Forms

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Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

Employer: *[insert the name of the Employer]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

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

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	*[insert name of successful Bidder]*
Address:	*[insert address of the successful Bidder]*
Contract price:	*[insert contract price of the successful Bidder]*
Total combined score:	*[insert the total combined score of the successful Bidder]*

2. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid price as read out and evaluated, technical and combined scores.]***

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*

3. Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveals the reason]*

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

4. How to request a debriefing

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

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

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

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

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

Agency: [*insert name of Employer*]

Email address: [*insert email address*]

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

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

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

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

5. How to make a complaint

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

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

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

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

Agency: [*insert name of Employer*]

Email address: [*insert email address*]

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

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

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III). You should read these provisions before preparing and

submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

On behalf of the Employer:

Signature:

_____

Name:

_____

Title/position:

_____

Telephone:

_____

Email:

_____

Beneficial Ownership Disclosure Form

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

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

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

directly or indirectly holding 25% or more of the shares

directly or indirectly holding 25% or more of the voting rights

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

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

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

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

Details of beneficial ownership

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

[include full name (last, middle, first), nationality, country of residence]			

OR

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

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

OR

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

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

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

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

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

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

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

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

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

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Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

(a) the Letter of Acceptance;

(b) the Letter of Bid;

(c) the addenda Nos _____ (if any);

(d) the Particular Conditions;

(e) the General Conditions;

(f) the Specification;

(g) the Drawings; and

(h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:

i. the ES Management Strategies and Implementation Plans;

ii. Code of Conduct for Contractor's Personnel (ES) and

iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

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

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____*[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),[271] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[282], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

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

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

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

_____
[signature(s)]

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

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),[291] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [302], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

[29]*1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[30]*2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

_____
[signature(s)]

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

Advance Payment Security

-Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) [311] 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.

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2___,[322] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

_____
[signature(s)]

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

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

Retention Money Security

Demand Guarantee

_____ *[Guarantor letterhead or SWIFT identifier code]*

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

Date: _____ *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[amount in words]*[331] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

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

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

This guarantee shall expire no later than the …. Day of ……, 2…[342], and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

_____
[signature(s)]

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

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

AIIB's COVENANT OF INTEGRITY

Invitation of Bids/Proposals/Contract No._____
To:_____

We declare and undertake that neither we nor anyone, including any member of our joint venture or any of our suppliers, contractors, sub-contractors, consultants, sub-consultants, and service providers where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any activity prohibited under AIIB's Policy on Prohibited Practices (AIIB's Policy) in connection with the present procurement process and (in case of award) the execution of the above-referenced contract ("Contract"), including any amendments thereto.

We acknowledge that AIIB's participation in the financing of the Contract is subject to AIIB's Policy. As such, we acknowledge that AIIB will not be able to participate in the financing of the Contract if we, including any member of our joint venture, or any of our suppliers, contractors, subcontractors, consultants, sub-consultants, and service providers are ineligible as a result of a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or are on any of the following lists (AIIB's Sanction Lists):

[add lists and websites]
www.aiib.org/debarment

We shall permit, and shall cause our officers, employees, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, and service providers or suppliers, to permit the AIIB to inspect all accounts, records, and other documents relating to the procurement process and/or Contract execution (in the case of award), and to have them audited by auditors appointed by AIIB.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the Contract.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[35]:

Signature_____ Dated:_____

[35] In case of joint venture, the name of the joint venture shall be inserted here, and the Covenant shall be signed by the person duly authorized to sign the application, bid or proposal on behalf of the applicant, proposer, bidder or consultant.