

**INTEGRATED FLOOD RESILIENCE ADAPTATION  
PROJECT – IFRAP**

**GOVERNMENT OF BALOCHISTAN, PAKISTAN**



**CONSTRUCTION AND REHABILITATION OF FLOOD  
AFFECTED / DAMAGED ROADS AND STRUCTURES IN  
BALOCHISTAN**

**BIDDING DOCUMENTS  
FOR SUBMISSION OF TECHNICAL AND FINANCIAL  
PROPOSALS  
  
VOLUME – I  
INSTRUCTIONS TO BIDDERS WITH CONDITIONS OF CONTRACTS  
AND FORMS**

**July 2026**

## **BIDDING DOCUMENTS**

**Contract Scheme: “Rehabilitation of Dera Allah Yar to Hairdeen road via Sohbatpur (Phase-I) from RD (16+550 to RD 38+00), District Sohbatpur. (Length 21.45 Km)”**

**Reference No:** PK-PIU-IFRAP-CIR-551865-CW-RFB

**Project:** Rehabilitation of Community Infrastructure under  
Component-I IFRAP (Phase I)

**Employer:** Project Implementation Unit (PIU)  
Integrated Flood Resilience Adaptation Project (IFRAP)

**Country:** Pakistan

**Issued on:** \_\_\_\_\_



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## **Summary Description**

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

#### **PART 1 – BIDDING PROCEDURES**

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

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

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

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

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

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

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

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

##### **Section V - Eligible Countries**

This Section contains information regarding eligible countries.

##### **Section VI - Fraud and Corruption**

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

#### **PART 2 – WORKS' REQUIREMENTS**

##### **Section VII - Works' Requirements**

This Section specifies the Scope of Works, Specification, the Drawings, and supplementary information that constitute the Works' Requirements for the Works to be procured. The Works' Requirements also include the environmental and social (ES) requirements (including requirements relating

to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) which are to be satisfied by the Contractor in executing the Works.

### **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

#### **Section VIII - General Conditions (GC)**

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

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

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

#### **Section X - Contract Forms**

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

## **CONTENTS OF BIDDING DOCUMENT**

The above-mentioned Standard Bidding Document is further divided into 4 x Volumes, as defined below:

### **VOLUME – I**

Volume - I consists of following Parts and Sections:

|                 |   |                                                   |
|-----------------|---|---------------------------------------------------|
| <b>Part - 1</b> | - | <b>Bidding Procedure</b>                          |
| Section I       | - | Instruction to Bidders (ITB)                      |
| Section II      | - | Bidding Data Sheet (BDS)                          |
| Section III     | - | Evaluation and Qualification Criteria             |
| Section IV      | - | Bidding Forms less Bill of Quantities (BoQ)       |
| Section V       | - | Eligible Firms / Countries                        |
| Section VI      | - | Fraud and Corruption                              |
| <b>Part – 3</b> | - | <b>Conditions of Contracts and Contract Forms</b> |
| Section VIII    | - | General Conditions of Contract (GCC)              |
| Section IX      | - | Particular Conditions of Contract (PCC)           |
| Section X       | - | Contract Forms                                    |

### **VOLUME – II**

Volume – II consists of :

|                 |   |                                            |
|-----------------|---|--------------------------------------------|
| <b>Part – 2</b> | - | <b>Works Requirements</b>                  |
|                 | - | Scope of Works                             |
|                 | - | General Specification                      |
|                 | - | Environmental and Social (ES) Requirements |
|                 | - | Technical Specifications                   |

### **VOLUME – III**

Volume – III consists of:

|            |   |                                  |
|------------|---|----------------------------------|
| Section IV | - | Bill of Quantities               |
|            | - | Letter of Financial Bid Proposal |
|            | - | Appendix to Bid                  |
|            | - | Bill of Quantities (BOQ)         |

### **VOLUME – IV**

Volume – IV consists of **Tender Drawings**

**Request for Bids  
Works  
(Single Stage One Envelope)**

|                                                                                   |                                                                                                                                              |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
|  | No. PD/IFRAP/ _____                                                                                                                          |
|                                                                                   | <b>EMPLOYER: PROJECT DIRECTOR - PROJECT IMPLEMENTATION UNIT (PIU) INTEGRATED FLOOD RESILIENCE AND ADAPTATION PROJECT (IFRAP) Component-I</b> |
|                                                                                   | <b>10-A, Jinnah Town, Samungli Road, Quetta.</b>                                                                                             |
|                                                                                   | <b>Phone/ Fax: 92-81-4163799 Email: ifrappiu.irrigation@gmail.com</b>                                                                        |
|                                                                                   | <b>http://www.ifrappius.org.com</b>                                                                                                          |
|                                                                                   | <b>Date of Issuance: _____ 2026</b>                                                                                                          |

**Name of Scheme:**      **Rehabilitation of Dera Allah Yar to Hairdeen road via Sohbatpur (Phase-I) from (RD 16+550 to RD 38+00), District Sohbatpur. (Length 21.45 Km)**

**Bid Reference No.: PK-PIU-IFRAP-CIR-551865-CW-RFB**

**Credit No.: 7333-PK**

**Country: Islamic Republic of Pakistan**

**Last Date of Submission of Bidding Documents: 20<sup>th</sup> August 2026 (12:00 Hours)**

1. The **Government of Pakistan** has received credit from the International Development Association towards the cost of Integrated Flood Resilience and Adaptation Project (IFRAP) and intends to apply part of the funds to cover eligible payments under the Contract for Works of following schemes:

| Sr.No | Name of Sub Project                                                                                                                                  | Contract ID No.                       |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| i.    | <b>Rehabilitation of Dera Allah Yar to Hairdeen road via Sohbatpur (Phase-I) from (RD 16+550 to RD 38+00), District Sohbatpur. (Length 21.45 Km)</b> | <b>PK-PIU-IFRAP-CIR-551865-CW-RFB</b> |

2. The **Project Director, IFRAP (Component-I)** now invites sealed bids from eligible bidders for Construction Works of above-mentioned schemes.
3. The Procurement will be conducted through National Competitive Bidding (NCB) method as specified in the World Bank Procurement Regulations for IPF Borrowers”, dated November 2020, and is open to all bidders from eligible source countries as defined in the Procurement Regulations. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank’s policy on conflict of interest.

4. The completion time for works is 730 days. Interested eligible bidders may obtain further information from **Office of the Project Director, Integrated Flood Resilience and Adaptation Project (IFRAP)-Component-I** at the address given below.
5. A complete set of bidding documents in English may be downloaded from [www.ifrappius.org.pk](http://www.ifrappius.org.pk) by completing a basic information sheet for future correspondence. Interested bidders may also obtain hard copies of bidding documents upon submission of a written application to the address below and upon payment of a nonrefundable fee of Rs. 5,000/- for each set of each contract. The method of payment will be submission of Green Challan at National Bank of Pakistan in head of Account C03434. The document may be collected in person. Additional Charges of Rs. 1000 for each contract will be payable if the documents are required through courier.
6. A pre-bid conference will be held in the office of **Project Director, PIU-IFRAP (Component-I)** at the **IFRAP Project Implementation Unit (Component-I)**, H. No. 10-A, Service Road, Opposite to FIA Office, Jinnah Town, Road Quetta **on 24<sup>th</sup> July, 2026**. Meeting can also be attended virtually; the interested bidders may send an email at [procurement.specialist.c1@gmail.com](mailto:procurement.specialist.c1@gmail.com) requesting the link for the virtual pre-bid meeting no later than 20<sup>th</sup> July 2026 till 10:30 AM.
7. Bids must be delivered to the address below on or before **12:00 hours of 20 August, 2026** at which time they will be opened publicly in the presence of the bidders' designated representatives and anyone who chooses to attend at the address below. Electronic bidding will not be permitted. Late bids will be rejected.
8. Bids shall be valid for a period of **91 days** after Bid opening and must be accompanied by bid security of amounting 42 million and the method of payment will be [(i) an unconditional bank guarantee; (ii) an irrevocable letter of credit; (iii) a cashier's or certified check; (iv) pay order / demand draft; or (v) call deposit receipt (CDR)].
9. Any questions/queries may be delivered to the address given below in writing at least 7 working days before the deadline for submission of bids.
10. All bidders shall be required to submit with their bids, qualification information specified in the bidding documents. This information shall be used to establish through post-qualification whether the bidder is qualified to carry out the works.
11. Bids are required to be submitted on item rate basis (not on the basis of Composite Schedule of Rates with percentage premium) and the rates and amounts (in Rupees) must be filled by the bidder for each item in the Bill of Quantities and provide a total price. Non-compliance may result in rejection of bid. Bidders should give their best and final price in their bids as no negotiations are expected.
12. As provided in the bidding documents, bidders engaged in corrupt or fraudulent practices (including collusion/pooling and material misrepresentation) will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed by the World Bank.
13. The address referred to above is:

Office of Project Director, Integrated Flood Resilience and Adaptation Project  
(Component-I), House No 10-A, Service Road, Opposite to FIA Office, Jinnah Town,  
Road Quetta.

The Project Director  
Project Implementation Unit (PIU)  
Integrated Flood Resilience and Adaptation Project (IFRAP) Project  
10-A, Jinnah Town, Samungli Road, Quetta  
Phone: +92-81-4163799  
E-mail [ifrappiu.irrigation@gmail.com](mailto:ifrappiu.irrigation@gmail.com)

# **PART – 1**

## **BIDDING PROCEDURE**

### **Section I**

### **Instructions to Bidders**

**Section I - Instructions to Bidders**  
**Table of Clauses**

|           |                                                                            |           |
|-----------|----------------------------------------------------------------------------|-----------|
| <b>A.</b> | <b>General.....</b>                                                        | <b>12</b> |
| 1.        | Scope of Bid.....                                                          | 12        |
| 2.        | Source of Funds .....                                                      | 13        |
| 3.        | Fraud and Corruption .....                                                 | 13        |
| 4.        | Eligible Bidders .....                                                     | 13        |
| 5.        | Eligible Materials, Equipment, and Services .....                          | 16        |
| <b>B.</b> | <b>Contents of Bidding Document.....</b>                                   | <b>16</b> |
| 6.        | Sections of Bidding Document .....                                         | 16        |
| 7.        | Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....        | 17        |
| 8.        | Amendment of Bidding Document.....                                         | 18        |
| <b>C.</b> | <b>Preparation of Bids .....</b>                                           | <b>18</b> |
| 9.        | Cost of Bidding .....                                                      | 19        |
| 10.       | Language of Bid.....                                                       | 19        |
| 11.       | Documents Comprising the Bid.....                                          | 19        |
| 12.       | Letter of Bid and Schedules .....                                          | 20        |
| 13.       | Alternative Bids .....                                                     | 20        |
| 14.       | Bid Prices and Discounts .....                                             | 20        |
| 15.       | Currencies of Bid and Payment .....                                        | 21        |
| 16.       | Documents Comprising the Technical Proposal.....                           | 21        |
| 17.       | Documents Establishing the Eligibility & Qualifications of the Bidder..... | 22        |
| 18.       | Period of Validity of Bids .....                                           | 22        |
| 19.       | Bid Security .....                                                         | 23        |
| 20.       | Format and Signing of Bid.....                                             | 24        |
| <b>D.</b> | <b>Submission and Opening of Bids .....</b>                                | <b>25</b> |
| 21.       | Sealing and Marking of Bids .....                                          | 25        |
| 22.       | Deadline for Submission of Bids .....                                      | 26        |
| 23.       | Late Bids .....                                                            | 26        |
| 24.       | Withdrawal, Substitution, and Modification of Bids .....                   | 26        |
| 25.       | Bid Opening .....                                                          | 27        |
| <b>E.</b> | <b>Evaluation and Comparison of Bids .....</b>                             | <b>28</b> |
| 26.       | Confidentiality .....                                                      | 28        |
| 27.       | Clarification of Bids.....                                                 | 28        |
| 28.       | Deviations, Reservations, and Omissions .....                              | 29        |
| 29.       | Determination of Responsiveness.....                                       | 29        |
| 30.       | Nonmaterial Nonconformities .....                                          | 29        |
| 31.       | Correction of Arithmetical Errors .....                                    | 30        |
| 32.       | Conversion to Single Currency .....                                        | 30        |
| 33.       | Margin of Preference .....                                                 | 31        |
| 34.       | Subcontractors.....                                                        | 31        |

|           |                                                                         |           |
|-----------|-------------------------------------------------------------------------|-----------|
| 35.       | Evaluation of Bids.....                                                 | 31        |
| 36.       | Comparison of Bids .....                                                | 32        |
| 37.       | Abnormally Low Bids.....                                                | 32        |
| 38.       | Unbalanced or Front Loaded Bids .....                                   | 33        |
| 39.       | Qualifications of the Bidder .....                                      | 33        |
| 40.       | Most Advantageous Bid.....                                              | 34        |
| 41.       | Employer’s Right to Accept Any Bid, and to Reject Any or All Bids ..... | 34        |
| 42.       | Standstill Period .....                                                 | 34        |
| 43.       | Notification of Intention to Award .....                                | 34        |
| <b>F.</b> | <b>Award of Contract .....</b>                                          | <b>35</b> |
| 44.       | Award Criteria .....                                                    | 35        |
| 45.       | Notification of Award .....                                             | 35        |
| 46.       | Debriefing by the Employer.....                                         | 35        |
| 47.       | Signing of Contract.....                                                | 36        |
| 48.       | Performance Security .....                                              | 36        |
| 49.       | Procurement Related Complaint .....                                     | 37        |

## Section I - Instructions to Bidders

### A. General

#### 1. Scope of Bid

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

1.2 Throughout this bidding document:

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

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

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

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

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

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

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

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

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

**“Employer’s Personnel”** is as defined in Sub-Clause 1.1.33

of the General Conditions.

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

## **2. Source of Funds**

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

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

## **3. Fraud and Corruption**

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

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

## **4. Eligible Bidders**

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint

venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless

the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

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

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

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

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

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

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

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

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

**PART 1 Bidding Procedures**

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

- Section VI - Fraud and Corruption

**PART 2 Works Requirements**

- Section VII - Works' Requirements

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

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

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

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

- 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and

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

- 7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so specified **in the BDS**, the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

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

**C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents  
Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid prepared in accordance with ITB 12;
  - (b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;
  - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
  - (d) Alternative Bid, if permissible, in accordance with ITB 13;
  - (e) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
  - (f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
  - (g) Conformity: a technical proposal in accordance with ITB 16;
  - (h) any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 11.4 The Bidder shall furnish in the Letter of Bid the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.

- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must first price the Employer's design as described in the Bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the

equivalent total cost of the Bid so determined will be used for price comparison.

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

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

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

14.6 If, so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **If, however, rated criteria is used in accordance with ITB 35.2, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

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

## **15. Currencies of Bid and Payment**

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

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

## **16. Documents**

16.1 The Bidder shall furnish a technical proposal including a

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Comprising the Technical Proposal</b>                                           | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b> | <p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p> <p>17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p> <p>17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>18. Period of Validity of Bids</b>                                              | <p>18.1 Bids shall remain valid until the date specified <b>in the BDS</b> or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified <b>in the BDS</b>, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the date of 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.</p> <p>18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"><li>(a) in the case of <b>fixed price</b> contracts, the Contract price shall be the Bid price adjusted by the factor specified <b>in the BDS</b>;</li><li>(b) in the case of <b>adjustable price</b> contracts, no adjustment shall be made; or</li></ul> |

**19. Bid Security**

- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
- 19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
  - (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security specified **in the BDS**,from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.
- 19.4 If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance

Security pursuant to ITB 48.

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

19.7 The Bid Security may be forfeited:

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

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

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

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

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

## **20. Format and Signing of Bid**

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

- 20.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

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

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

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - (i) in an envelope marked “ORIGINAL –ALTERNATIVE BID”, the alternative Bid; and
    - (ii) in the envelope marked “COPIES- ALTERNATIVE BID”, all required copies of the alternative Bid.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1;
  - (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
  - (d) bear a warning not to open before the time and date for

Bid opening.

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

**25. Bid Opening**

- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the Bid Price, per lot (contract) if applicable, including any discounts;
- (c) any alternative Bids;
- (d) the presence or absence of a Bid Security, if one was required.

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

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

### **26. Confidentiality**

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

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

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

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

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

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

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

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

**29. Determination of  
Responsiveness**

- 29.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
    - (i) *affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or*
    - (ii) *limit in any substantial way, inconsistent with the Bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or*
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

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

**30. Nonmaterial  
Nonconformities**

- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or

documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

**31. Correction of  
Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to Single  
Currency**

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

**33. Margin of Preference**

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

**34. Subcontractors**

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

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

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

**35. Evaluation of Bids**

**Technical Evaluation**

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

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

**Financial Evaluation**

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

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in

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

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accordance with ITB 31.1;

- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors specified **in the BDS** and Section III, Evaluation and Qualification Criteria.

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

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

### **36. Comparison of Bids**

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

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

### **37. Abnormally Low Bids**

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

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

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

- the Employer shall reject the Bid.
- 38. Unbalanced or Front Loaded Bids**
- 38.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
  - (b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
  - (c) reject the Bid.
- 39. Qualifications of the Bidder**
- 39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Bidding document), or any other firm(s) different from the Bidder.
- 39.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor..
- 39.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated

cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 40. Most Advantageous Bid**      40.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and:
- (a) when **rated criteria are used** is the Bid with the highest combined technical and financial score; or
  - (b) when **rated criteria are not used**, is the Bid with the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**      41.1 The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period**      42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award**      43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
  - (e) the expiry date of the Standstill Period; and
  - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

## **F. Award of Contract**

- 44. Award Criteria** 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.
- 45. Notification of Award** 45.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
  - (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1
- 45.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.
- 45.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 46. Debriefing by the Employer** 46.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a

debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

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

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

#### **47. Signing of Contract**

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

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

#### **48. Performance Security**

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding

or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

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

**49. Procurement  
Related Complaint**

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

## **Section II**

# **Bidding Data Sheet (BDS)**

## Section II - Bid Data Sheet (BDS)

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
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| <b>A.</b>       | <b>General</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| ITB 1.1         | <p>The number of the Invitation for Bids is: <b>PK-PIU-IFRAP-CIR-551865-CW-RFB</b></p> <p>The Employer is: <b>Project Implementation Unit (PIU), Integrated Flood Resilience and Adaptation Project (IFRAP) P180323</b></p> <p>The name of this Competitive Bidding is: <b>Rehabilitation of Dera Allah Yar to Hairdeen road via Sohbatpur (Phase-I) from RD (16+550 to RD 38+00), District Sohbatpur. (Length 21.45 Km), Balochistan under Integrated Flood Resilience and Adaptation Project (Road Infrastructure)</b></p> <p>The Identification Number of this Bid is:<br/><b>PK-PIU-IFRAP-CIR-551865-CW-RFB</b></p> <p><b><i>Length of the road: 21.45 Km (RD 16+550) to (RD 38+000)</i></b></p> <p>The number and Identification of lots (Contracts) comprising this Bid is: <b>01</b></p> <p><b>Contract Scheme: : Rehabilitation of Dera Allah Yar to Hairdeen road via Sohbatpur (Phase-I) from RD (16+550 to RD 38+00), District Sohbatpur. (Length 21.45 Km) Balochistan under Integrated Flood Resilience and Adaptation Project (Road Infrastructure)</b></p> |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| ITB 2.1         | <p>The Borrower is: <b>Islamic Republic of Pakistan (GoP)</b></p> <p>Loan or Financing Agreement amount: <b>The GoP has received financial assistance from World Bank for Integrated Flood Resilience and Adaptation Project (P180323) amounting to US\$ 213 Million. The amount of US\$ 10 Million (phase-I) has been allocated for reconstruction of road infrastructure damaged by the flood of 2022.</b></p> <p>The name of the Project is: <b>“Rehabilitation of Dera Allah Yar to Hairdeen road via Sohbatpur (Phase-I) from RD (16+550 to RD 38+00), District Sohbatpur. (Length 21.45 Km), Balochistan”</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| ITB 4.1         | Maximum number of members in the JV shall be: <b>03</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| ITB 4.4         | A list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| <b>B.</b>       | <b>Contents of Bidding Documents</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| ITB 6.1         | <p>Delete the text and replace with following:</p> <p>The Bidding Documents consist of Volume I, II, III and IV, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>VOLUME – I</b></p> <p>Volume - I consists of following Parts and Sections:</p> <table> <tr> <td><b>Part - 1</b></td><td>- <b>Bidding Procedure</b></td></tr> <tr> <td>Section I</td><td>- Instruction to Bidders (ITB)</td></tr> <tr> <td>Section II</td><td>- Bidding Data Sheet (BDS)</td></tr> <tr> <td>Section III</td><td>- Evaluation and Qualification Criteria</td></tr> <tr> <td>Section IV</td><td>- Bidding Forms less Bill of Quantities (BoQ)</td></tr> </table>                                                                                                                                                                                                                                                                                                                        | <b>Part - 1</b> | - <b>Bidding Procedure</b> | Section I | - Instruction to Bidders (ITB) | Section II | - Bidding Data Sheet (BDS) | Section III | - Evaluation and Qualification Criteria | Section IV | - Bidding Forms less Bill of Quantities (BoQ) |
| <b>Part - 1</b> | - <b>Bidding Procedure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| Section I       | - Instruction to Bidders (ITB)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| Section II      | - Bidding Data Sheet (BDS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| Section III     | - Evaluation and Qualification Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                            |           |                                |            |                            |             |                                         |            |                                               |
| Section IV      | - Bidding Forms less Bill of Quantities (BoQ)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                            |           |                                |            |                            |             |                                         |            |                                               |

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|         | <p>Section V - Eligible Firms / Countries</p> <p>Section VI - Fraud and Corruption</p> <p><b>Part – 3 - Conditions of Contracts and Contract Forms</b></p> <p>Section VIII - General Conditions of Contract (GCC)</p> <p>Section IX - Particular Conditions of Contract (PCC)</p> <p>Section X - Contract Forms</p> <p><b>VOLUME – II</b></p> <p>Volume – II consists of:</p> <p><b>Part – 2 - Works Requirements</b></p> <ul style="list-style-type: none"> <li>- Scope of Works</li> <li>- General Specification</li> <li>- Environmental and Social (ES) Requirements</li> <li>- Technical Specifications</li> </ul> <p><b>VOLUME – III</b></p> <p>Volume – III consists of:</p> <p>Section IV - Bill of Quantities</p> <ul style="list-style-type: none"> <li>- Letter of Financial Bid Proposal</li> <li>- Appendix to Bid</li> <li>- Bill of Quantities (BOQ)</li> </ul> <p><b>VOLUME – IV</b></p> <p>Volume – IV consists of <b>Tender Drawings</b></p>                                         |
| ITB 7.1 | <p>For <b>clarification purposes</b> only, the Employer’s address is:</p> <p><b>The Project Director</b><br/> <b>Project Implementation Unit (PIU)</b><br/> <b>Integrated Flood Resilience and Adaptation Project (IFRAP) Project,</b><br/> <b>Irrigation Department, Government of Balochistan,</b><br/> <b>10-A, Jinnah Town, Samungli Road, Quetta</b><br/> <b>Phone: +92-81-4163799</b><br/> <b>E-mail <a href="mailto:ifrappiu.irrigation@gmail.com">ifrappiu.irrigation@gmail.com</a></b></p> <p>Web page: <a href="https://www.ifrappius.org.com">https://www.ifrappius.org.com</a></p>                                                                                                                                                                                                                                                                                                                                                                                                         |
| ITB 7.4 | <p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p><b>Date: <u>24<sup>th</sup> July 2026</u></b></p> <p><b>Time: 1200 Hrs (Pakistan Standard Time)</b></p> <p><b>Address: 10-A, Jinnah Town, Samungli Road, Quetta, Balochistan, Pakistan</b></p> <p><b>Phone No: +92-81-4163799</b></p> <p><b>Email: <a href="mailto:ifrappiu.irrigation@gmail.com">ifrappiu.irrigation@gmail.com</a></b></p> <p><b>Contact Person: _____</b></p> <p><b>The Project Director Project Implementation Unit (Client)</b></p> <p><b>Telephone: +92-81-4163799 &amp; E-mail: <a href="mailto:ifrappiu.irrigation@gmail.com">ifrappiu.irrigation@gmail.com</a></b></p> <p>A virtual option for those who prefer to participate remotely, a TEAM or ZOOM link will be generated and provided to ensure that interested parties can join the Pre-Bid Meeting virtually from any location, through the process mentioned in the advertisement. and the link may be requested via email to</p> |

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|                 | <a href="mailto:procurement.specialist.c1@gmail.com">procurement.specialist.c1@gmail.com</a><br>A site visit conducted by the Employer <b>shall not be</b> organized.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>C.</b>       | <b>Preparation of Bids</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| ITB 10.1        | <p>The language of the bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b>.</p> <p>The translation of the documents furnished by the bidder shall be duly notarized in accordance with the prevailing legal requirements in the bidder's country of origin.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ITB 11.1<br>(h) | <p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> <li>i. <b>Code of Conduct for Contractor's Personnel (ES)</b><br/> 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.</li> <li>ii. <b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b><br/> The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: <ul style="list-style-type: none"> <li>• Sexual Exploitation and Abuse (SEA) prevention and response action plan</li> <li>• Traffic Management Plan to mitigate the traffic congestions and to ensure safety of local communities from construction traffic</li> <li>• Environmental Prevention and response action plan</li> <li>• The approved Environmental and Social Management Plans (ESMPs) provided in Volume II – Works Requirements form part of the bidding documents. Bidders shall review the ESMPs and ensure full compliance in preparation of their bids. All costs associated with implementation of ESMP requirements shall be deemed included in the Bid Price.</li> </ul> </li> <li>iii. Quality Control Methods for Concrete Work and Asphaltic Concrete Work</li> <li>iv. Health &amp; Safety Management Plan</li> <li>v. Environment Safety Plan.</li> <li>vi. Specific Health &amp; Safety Management Plan, in response to the pandemic</li> </ol> |

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|                 | / epidemic.<br>vii. Diversion of Traffic Management Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ITB 11.2        | The Joint Venture Agreement or a Letter of Intent to execute a Joint Venture Agreement in the event of the successful Bid, shall include the following:<br>(a) All partners shall be jointly and severally liable;<br>(b) The lead partner shall be clearly identified and nominated;<br>(c) The financial share of each partner shall be clearly stated;<br>(d) Corresponding to the financial share of each Partner, the roles and responsibilities of each partner shall also be specified; and<br>(e) Any other requirements as per the applicable law. |
| ITB 13.1        | Alternative bids <b>are not permitted</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| ITB 13.2        | Alternative times for completion <b>are not permitted</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| ITB 13.3        | Deleted in its entirety.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ITB 13.4        | Alternative technical solutions <b>are not permitted</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ITB 14.5        | The prices quoted by the bidder shall be: <b>Pak Rupees (PKR)</b><br>As defined in Volume – III of the Bidding Documents, the Contract is subjected to price adjustment. The indices and weightages for the variable factors is defined under Schedule of Adjustment Data.<br>Price adjustment shall be applicable during the Actual Project Duration, in case of Extension of time, The contractor shall not be liable to claim such price adjustment.                                                                                                     |
| ITB 15.1        | The unit rate and price shall be quoted by the bidder entirely in <b>Pak Rupees (PKR)</b> . The payments to the contractor for the works done shall be made in <b>Pak Rupees (PKR)</b> . The bidder expecting to incur expenditures in currency or currencies other than Pak Rupees shall make their own arrangement for the same.                                                                                                                                                                                                                          |
| ITB 18.1        | The Bid shall be <b>valid for a period of 91 Days from the date of submission of Bids until 19<sup>th</sup> November 2026</b> .                                                                                                                                                                                                                                                                                                                                                                                                                             |
| ITB 18.3<br>(a) | Since, the contract is measurement based not fixed price contract, therefore, this clause is deleted in its entirety.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ITB 19.1        | A <b>Bid Security is required</b> and <b>Bid Securing Declaration is not permitted</b> .<br>Amount of Bid Security: <b>42 Million PKR</b> .                                                                                                                                                                                                                                                                                                                                                                                                                 |
| ITB 19.2        | Deleted in its entirety.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ITB 19.3<br>(a) | The Bidder shall furnish <b>an unconditional Bid Security</b> equal to <b>PKR 42 Million</b> in the form of <b>Bank Guarantee, or Pay Order, or Bank Draft</b> , from any scheduled Bank in Pakistan<br>The bids without any bid security shall be rejected.                                                                                                                                                                                                                                                                                                |
| ITB 19.3<br>(d) | Other types of acceptable securities: <b>Not Permitted</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ITB 19.9        | Deleted in its entirety.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ITB 20.1        | In addition to the original of the bid, the number of copies is: <b>02</b><br>To facilitate evaluation, bidders are encouraged to submit the scanned soft                                                                                                                                                                                                                                                                                                                                                                                                   |

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|           | <p>copies, in PDF format, of bids in shape of a USB Drive.</p> <p>The soft copy (USB) of the bid shall be enclosed in the envelope containing the hard copy of the Bidder's Original Bid.</p> <p>If there is any discrepancy between the data/information in the soft copy (USB) of the Bidder's Bid and the hard copy of the Bidder's Bid, the data and information indicated in the hard copy of the Original Bid shall prevail.</p> <p>In addition to above, soft copy of Priced BOQs in "Excel format", in the same USB containing the "PDF format", shall also be provided in the envelope containing the hard copy of the Bidder's Original Bid, to facilitate review and evaluation process.</p> <p><b>Note:</b> Submission of the CD/DVD/USB is only for reference and shall not constitute electronic bid submission as stipulated in ITB 25.1 and is provision in the Data Sheet.</p> |
| ITB 20.2  | <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ul style="list-style-type: none"> <li>• Full Name and Designation of the Issuing Person with CNIC Number</li> <li>• Full Name and Designation of the authorized representative with CNIC Number</li> <li>• 3 x Signatures of the authorized representative</li> <li>• Company Stamp</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ITB 20.3  | <p>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:</p> <ol style="list-style-type: none"> <li>a) notarized, or</li> <li>b) attested to by an appropriate forum (authority) in the Bidder's home country, specifying the representative's authority to sign the bid on behalf of the bidder.</li> </ol> <p>If the bidder is an intended or existing joint venture, such authorization should be signed by all parties and specify the representative's authority to sign the bid on behalf of the intended or existing joint venture.</p> <p>If the joint venture has not yet been formed, also include written evidence from all proposed partners of joint venture of their intent to enter into a joint venture in the event of a contract award.</p>          |
| <b>D.</b> | <b>Submission and Opening of Bids</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ITB 21.1  | <p>In the end, following paragraph is added:</p> <p>Each envelope marked with "Original"; "Alternative" and "Copy" shall include separate Sealed Envelope marked with "Technical Proposal" and "Financial Proposal". The documents comprising of Technical and Financial Proposals are defined in Section VI, Bidding Forms.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ITB 22.1  | <p>For <b><u>bid submission purposes</u></b> only, the Employer's address is:</p> <p><b>The Project Director, IFRAP (Component-I)</b><br/> <b>Project Implementation Unit (PIU)</b><br/> <b>Address: 10-A, Jinnah Town, Samungli Road, Quetta, Balochistan,</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <p><b>Pakistan</b><br/> <b>Phone No: +92-81-4163799</b></p> <p><b>The deadline for bid submission is:</b><br/> Date: 20<sup>th</sup> August 2026<br/> Time: 12:00 Hours (12:00 PM)<br/> Bidders <b>are not permitted to submit</b> their bids <b>electronically</b>.</p>                                                                                                                                                                                                                                                                                                                                                                        |
| ITB 25.1  | <p>The Bid opening shall take place at:<br/> <b>Date:</b> 20<sup>th</sup> August 2026 (1200 Hours)<br/> <b>Time:</b> immediately after the bid submission deadline.<br/> <b>Address:</b> Project Implementation Unit (PIU) for Integrated Flood Resilience and Adaptation Project (IFRAP- Component-I),<br/> <b>Address: 10-A, Jinnah Town, Samungli Road, Quetta, Balochistan, Pakistan</b><br/> <b>Phone No: +92-81-4163799</b><br/> Electronic Bid Submission <b>is not permitted</b>.</p>                                                                                                                                                   |
| ITB 25.6  | <p>The Letter of Bid and priced Bill of Quantities shall be initialed by <b>two (02)</b> representatives of the Employer conducting Bid opening.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>E.</b> | <b>Evaluation, and Comparison of Bids</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ITB 32.1  | <p>The currency that shall be used for bid evaluation and comparison purposes is:<br/> <b>Pak Rupees (PKR).</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| ITB 33.1  | <p>A margin of domestic preference <b>shall not</b> apply.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ITB 34    | <p>Subcontracting of Works is not permitted under this bidding document</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>F.</b> | <b>Award of Contract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ITB 47.1  | <p>The successful Bidder <b>shall</b> submit the Beneficial Ownership Disclosure Form.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| ITB 48.1  | <p>The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.<br/> Successful Bidder shall submit <b>05%</b> of the Accepted Contract Amount as Performance Security in the shape of Bank Guarantee on Performance Security Forms included in Section X.<br/> Successful Bidder shall submit <b>02%</b> of the Accepted Contract Amount as an Environmental and Social (ES) Performance Security in the shape of Bank Guarantee on Environmental and Social (ES) Performance Security Forms included in Section X.</p>                                                                            |
| ITB 48.2  | <p>Failure of the successful Bidder to submit <b>5%</b> of the Accepted Contract Amount as performance security in the shape of Bank Guarantee and <b>02%</b> of the Accepted Contract Amount as an Environmental and Social (ES) Performance Security in the shape of Bank Guarantee on Performance Security Forms and Environmental and Social (ES) Performance Security Forms included in Section X or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.</p> |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 49.1 | <p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Engr. Abdul Hameed Mengal</p> <p>Title/position: Chief Engineer (Retired), Irrigation Department, Government of Balochistan, Quetta / EX-Member IRSA.</p> <p>Employer: Retired Chief Engineer, Irrigation Department, Government of Balochistan, Quetta</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. The terms of the Bidding Documents; and</li><li>2. The Employer’s decision to award the contract.</li></ol> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to:<br/><b><a href="mailto:pprocurementcomplaints@worldbank.org">pprocurementcomplaints@worldbank.org</a></b></p> |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Section III**

# **Evaluation and Qualification Criteria (Post-Prequalification)**

### **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 is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

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

**A. Technical and Financial Evaluation**

**1. Evaluation of Technical Proposal**

**Applicable as per Qualification Criteria**

**1.1 Technical Proposal Scoring Methodology**

Not Applicable

**1.2 Sustainable Procurement**

Not Applicable

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

Not Applicable

**2. Financial Evaluation**

**2.1 Margin of Preference**

Not Applicable

**2.2 Criteria for Financial Evaluation**

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

(i) *Time Schedule*

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

(ii) *Life Cycle Costs*

Not Applicable

**3. Combined Evaluation**

Not Applicable

**B. Multiple Contracts**

**Award Criteria for Multiple Contracts [ITB 35.5]:**

Not Applicable

**C. Specialized Sub Contractors**

Not Applicable

**D. Qualification**

The technical proposal of the Bidders shall be evaluated for the Pre-qualification of bidders for construction of the subject project basing as the criteria given in succeeding paras regarding the Applicant's Basic Eligibility, Work Experience, Personnel Capabilities, Equipment Capabilities and Financial Soundness. Sub-contractor's experience and resources shall not be taken into account in determining the applicant's compliance with the qualifying criteria.

*Integrated Flood Resilience Adaptation Project (IFRAP), Component-I*

| 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 |
| 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 |

*Integrated Flood Resilience Adaptation Project (IFRAP), Component-I*

| 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 |                         |
| 2. Historical Contract Non-Performance |                                                                                    |                                                                                                                                                                                                             |                         |                                      |                                    |            |                         |
| 2.1                                    | History of Non-Performing Contracts                                                | Non-performance of a contract <sup>2</sup> did not occur as a result of contractor default since <b>1<sup>st</sup> July 2018.</b>                                                                           | Must meet requirement   | Must meet requirements               | Must meet requirement <sup>3</sup> | N/A        | Form CON-2              |
| 2.2                                    | Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer | Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9                                                                                             | Must meet requirement   | Must meet requirement                | Must meet requirement              | N/A        | Letter of Bid           |
| 2.3                                    | Pending Litigation                                                                 | Bidder’s financial position and prospective long-term profitability 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 <sup>4</sup> since <b>1<sup>st</sup> July</b>                                                                                    | Must meet requirement   | Must meet requirement                | Must meet requirement              | N/A        | Form CON – 2            |

<sup>2</sup> 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.

<sup>3</sup> This requirement also applies to contracts executed by the Bidder as JV member.

<sup>4</sup> The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

*Integrated Flood Resilience Adaptation Project (IFRAP), Component-I*

| 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                                        |                                       |
|                                        |                                                             | 2018.                                                                                                                                                                                                                                                                                                                                                                    |                            |                                      |                                                 |                                                   |                                       |
| 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 eight years. <sup>5</sup>                                                                                     | Must make the declaration. | N/A                                  | Each must make the declaration.                 | N/A                                               | Form CON-3 ES Performance Declaration |
| 2.6                                    | Bank’s SEA and/or SH Disqualification                       | At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations                                                                                                                                                                                                                                                   | Must meet requirement.     | N/A                                  | Must meet requirement.                          | N/A                                               | Letter of Bid, Form CON-4             |
| 3. Financial Situation and Performance |                                                             |                                                                                                                                                                                                                                                                                                                                                                          |                            |                                      |                                                 |                                                   |                                       |
| 3.1                                    | Financial Capabilities                                      | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Average Annual Turnover: Minimum PKR 527 Million or equivalent US Dollars (UD\$), | Must meet requirement.     | Must meet 100 % of the requirement.  | Must meet 25%, [Twenty-five] of the requirement | Must meet 50%, [fifty percent] of the requirement | Form FIN – 3.1, with attachments      |

<sup>5</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.



*Integrated Flood Resilience Adaptation Project (IFRAP), Component-I*

| 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                                               |                         |
| 4.1 (a)                                | General Construction Experience                        | Experience under construction contracts in the role of prime contractor, or JV member for at least the last <b>eight (08) years</b> , starting <b>1<sup>st</sup> January 2018</b> .                                                                                                                                                                                                                                                                     | Must meet requirement   | Not Applicable                       | Must meet requirement                                                    | Not Applicable                                           | Form EXP – 4.1          |
| 4.2 (a)                                | Specific Construction & Contract Management Experience | (i) A minimum number of <b>two (2)</b> similar contracts specified below that have been satisfactorily and substantially <sup>6</sup> completed as a prime contractor, joint venture member <sup>7</sup> , management contractor or Subcontractor between <b>1<sup>st</sup> July 2018</b> and bid submission deadline:<br><br>(i) N = 02 contracts, each of minimum value V mentioned below:<br><b>PKR 1476 Million or equivalent US Dollars (US\$)</b> | Must meet requirement.  | Must meet 100% of the requirement    | Must meet <b>25%, [twenty-five percent]</b> of the requirement           | Must meet <b>50%, [fifty percent]</b> of the requirement | Form EXP 4.2(a)         |
| 4.2 (b)                                |                                                        | For the above and any other contracts [ <i>substantially completed and under implementation</i> ] as prime contractor, or joint venture member, between <b>1<sup>st</sup> July 2018</b> and Application submission                                                                                                                                                                                                                                      | Must meet requirements  | Must meet requirements               | Must meet 50% [fifty percent] of the requirement other than Lead Partner | Must meet requirements                                   | Form EXP – 4.2 (b)      |

<sup>6</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>7</sup> For contracts under which the Bidder participated as a joint venture member or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement

*Integrated Flood Resilience Adaptation Project (IFRAP), Component-I*

| 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                   |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
|                                        |                                            | <div>deadline, a minimum construction experience in the following key activities successfully completed:</div> <table><tr><td>Formation of Embankment:</td></tr><tr><td>100,000 Cu. m in any one year</td></tr><tr><td>Sub Base Course:</td></tr><tr><td>34,000 Cu. m in any one year</td></tr><tr><td>Aggregate Base Course:</td></tr><tr><td>24,000 Cu. m in any one year</td></tr><tr><td>Asphaltic Base Course:</td></tr><tr><td>9500Cu. m in any one year</td></tr><tr><td>Asphaltic Wearing Course:</td></tr><tr><td>5,800 Cu. m in any one year</td></tr><tr><td>Concrete all Type:</td></tr><tr><td>3,700 Cu. m in any one year</td></tr><tr><td>Reinforcement (Grade 60):</td></tr><tr><td>550 Ton in any one year</td></tr></table> | Formation of Embankment: | 100,000 Cu. m in any one year        | Sub Base Course: | 34,000 Cu. m in any one year | Aggregate Base Course:  | 24,000 Cu. m in any one year | Asphaltic Base Course: | 9500Cu. m in any one year | Asphaltic Wearing Course: | 5,800 Cu. m in any one year | Concrete all Type: | 3,700 Cu. m in any one year | Reinforcement (Grade 60): | 550 Ton in any one year |  |  | The Joint Venture as a whole must meet the requirements in full whereas each partner must meet the requirements equivalent to <b>50%</b> against each Key Activities |  |  |
| Formation of Embankment:               |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| 100,000 Cu. m in any one year          |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| Sub Base Course:                       |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| 34,000 Cu. m in any one year           |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| Aggregate Base Course:                 |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| 24,000 Cu. m in any one year           |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| Asphaltic Base Course:                 |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| 9500Cu. m in any one year              |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| Asphaltic Wearing Course:              |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| 5,800 Cu. m in any one year            |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| Concrete all Type:                     |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| 3,700 Cu. m in any one year            |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| Reinforcement (Grade 60):              |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| 550 Ton in any one year                |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                      |                  |                              |                         |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |
| 4.2 (c)                                | Specific Experience in managing ES aspects | For the contracts in 4.2 (a) above and/or any other contracts <i>[substantially completed and under implementation]</i> as prime contractor, joint venture member, or Subcontractor between <b>1<sup>st</sup> July 2018</b> and Application submission deadline, experience in managing ES risks and impacts in the following aspects:                                                                                                                                                                                                                                                                                                                                                                                                        | Must meet requirements   | Must meet requirement                | Not Applicable   | Must meet the requirements   | Form EXP – 4.2 (c)      |                              |                        |                           |                           |                             |                    |                             |                           |                         |  |  |                                                                                                                                                                      |  |  |

*Integrated Flood Resilience Adaptation Project (IFRAP), Component-I*

| 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 |                         |
|                                        |         | <ul style="list-style-type: none"><li>- Traffic management practice.</li><li>- Local cultural heritage protection practice.</li><li>- Work at height and fall protection.</li><li>- Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc.</li></ul> |                         |                                      |             |            |                         |

**E. 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.

Following are the minimum requirement of personnel to perform the contract:

| S# | Position                             | Minimum Qualification                                  | Total Work Experience [years] | Experience in Similar Work [years] | No of Positions Required |
|----|--------------------------------------|--------------------------------------------------------|-------------------------------|------------------------------------|--------------------------|
| 1  | Project Manager cum Highway Engineer | BE (Civil Engineering)                                 | 20                            | 10                                 | 1                        |
| 2  | Structural Engineer                  | BE (Civil Engineering)                                 | 15                            | 10                                 | 1                        |
| 3  | Material Engineer                    | BE (Civil Engineering) / Geological or equivalent      | 15                            | 10                                 | 1                        |
| 4  | Manager QA/ QC (Batch Plant)         | BE (Civil Engineering) or equivalent / M.Sc. (Geology) | 10                            | 5                                  | 1                        |
| 5  | Planning Engineer / Primavera Expert | BE (Civil Engineering) or equivalent                   | 7                             | 3                                  | 1                        |
| 6  | Site Engineer                        | BE / DAE (Civil)                                       | 5                             | 3                                  | 2                        |
| 7  | Chief Surveyor                       | BE / DAE (Civil)                                       | 10                            | 7                                  | 1                        |
| 8  | Quantity Surveyor                    | BE / DAE (Civil)                                       | 10                            | 7                                  | 1                        |

**F. Equipment**

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

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

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

## **Section IV**

# **Bidding Forms**

## **Section IV - Bidding Forms**

### **Table of Forms**

#### **Technical Proposal**

|                                                      |           |
|------------------------------------------------------|-----------|
| Letter of Bid                                        | 59        |
| Joint Venture Agreement in accordance with ITB 11.2  | 62        |
| Site Organization                                    | 63        |
| Method Statement                                     | 64        |
| Mobilization Schedule                                | 65        |
| Construction Schedule                                | 66        |
| ES Management Strategies and Implementation Plans    | 67        |
| Code of Conduct for Contractor's Personnel (ES) Form | 68        |
| Form EQU: Equipment                                  | 72        |
| Form ELI -1.1                                        | 74        |
| Form ELI -1.2                                        | 75        |
| Form PER -1                                          | 76        |
| Form PER-2                                           | 79        |
| Form CON – 2                                         | 81        |
| Form CON – 3                                         | 83        |
| Form FIN – 3.1                                       | 85        |
| Form FIN - 3.2                                       | 87        |
| Form FIN – 3.3                                       | 88        |
| Form FIN – 3.4                                       | 89        |
| Form EXP - 4.1                                       | 90        |
| Form EXP - 4.2(a)                                    | 91        |
| Form EXP - 4.2(b)                                    | 93        |
| Form EXP - 4.2 (c)                                   | 94        |
| <b>Form of Bid Security</b>                          | <b>95</b> |
| <b>Integrity Pact</b>                                | <b>96</b> |

#### **Financial Proposal**

#### **Letter of Financial Bid**

#### **Appendix to Bid**

#### **Bill of Quantities**

*[Note: For the forms of Financial Bid, please refer to Volume-III (Bill of Quantities) of bidding Documents].*

## Letter of Bid

**Bid Reference No.:** .....  
**Contract Package No.:** .....

.....  
.....  
[Name of Works]

To:

.....  
.....  
.....

We, the undersigned, declare that:

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

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

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (iv) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (v) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the Bidding document and in accordance with the implementation and completion specified in the construction schedule, the following Works: [insert a brief description of the Works];

\_\_\_\_\_;

- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*  
Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*  
Or  
Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- (g) **Discounts:** The discounts offered and the methodology for their application are:  
(i) The discounts offered are: *[Specify in detail each discount offered.]*  
(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (h) **Bid Validity:** Our Bid shall be valid until *[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 before the expiration of that period;
- (i) **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;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** *[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];*
- (m) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*
-

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |

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

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

| Name    | Address |
|---------|---------|
| 1. .... |         |
| 2. .... |         |
| 3. .... |         |

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

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

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

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

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

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

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

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

**Joint Venture Agreement in accordance with ITB 11.2:**

The Joint Venture Agreement or a Letter of Intent to execute a Joint Venture Agreement in the event of the successful Bid, shall include the following:

- (a) All partners shall be jointly and severally liable;
- (b) The lead partner shall be clearly identified and nominated;
- (c) The financial share of each partner shall be clearly stated;
- (d) Corresponding to the financial share of each partner, the roles and responsibilities of each partner shall also be specified in conformance with requirement of Works stated in the Method Statement; and
- (e) Any other requirements as per the applicable law.

In case a letter of intent to execute the Joint Venture Agreement is submitted by the Bidder at the time of submission of the Bid, the Bidder shall be bound to submit a duly executed Joint Venture Agreement to the Employer immediately after the issuance of Letter of Acceptance but not later than 28 days after the issuance of the same. Such Joint Venture Agreement, thus submitted by the successful Bidder must contained the information postulated above. Failure to comply with this condition may lead to the rejection of Bid and forfeiture of Bid Security.

### **Site Organization**

The bidder is required to submit their organization chart and the CVs of each proposed personnel giving their details as per the format attached in the forms.

## **Method Statement**

The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment, machinery and transportation of equipment and materials to the site.
4. Provision of temporary approaches to quarry, crushing plant and concrete.
5. Administering laboratory and quality control
6. Contractor shall provide complete details of Traffic and Environmental Management Plan.

## **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 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.

## **Construction Schedule**

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

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

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data:

| <b><u>Description</u></b> | <b><u>Time for Completion</u></b> |
|---------------------------|-----------------------------------|
| Whole Works               | 24 Months                         |

## **ES Management Strategies and Implementation Plans (ES-MSIP)**

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

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

## 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 at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel. Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not

be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### Required Conduct

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.

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

### **Raising Concerns**

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling 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.*

### **Consequences of Violating The Code of Conduct**

Any violation of this Code of Conduct by Contractor's Personnel may result in serious

consequences, up to and including termination and possible referral to legal authorities.

**FOR CONTRACTOR’S PERSONNEL:**

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

Name of Contractor’s Personnel: [insert name]

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

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

**Countersignature of authorized representative of the Contractor:**

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

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

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

**Attachment No. 1 to The Code of Conduct Form**

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

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

1. **Examples of sexual exploitation and abuse** include, but are not limited to:
  - A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
  - A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
  - A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
  - A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
  - A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
2. **Examples of sexual harassment in a work context**
  - Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
  - When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
  - Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
  - A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

### Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria.

Similar information shall be provided for Sub-Contractors who will be providing major items of plant and equipment.

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<br><input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured |                        |

**Omit the following information for equipment owned by the Bidder.**

|            |                                                                            |
|------------|----------------------------------------------------------------------------|
| Owner      | Name of Owner:                                                             |
|            | Address of Owner:                                                          |
|            | Contact Details of Owner including Phone No. and Email                     |
| Agreements | Details of rental / lease / manufacture agreements specific to the project |
|            |                                                                            |

### **Bidders Pre-Qualification**

To establish its pre-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: \_\_\_\_\_

Bid Reference No. & 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:<br><i>[indicate country of Constitution]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Bidder's actual or intended year of incorporation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Bidder's legal address [in country of registration]:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Bidder's authorized representative information<br>Name: _____<br>Address: _____<br>Telephone/Fax numbers: _____<br>E-mail address: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <ol style="list-style-type: none"><li>1. Attached are copies of original documents of:<ul style="list-style-type: none"><li><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.</li><li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li><li><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:<ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not dependent agency of the Employer</li></ul></li></ul></li><li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership</li></ol> |

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

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

Bid Reference No. & Title: \_\_\_\_\_

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bidder's JV name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| JV member's name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| JV member's country of registration:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| JV member's legal address in country of constitution:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| JV member's authorized representative information<br>Name: _____<br>Address: _____<br>Telephone/Fax numbers: _____<br>E-mail address: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <ol style="list-style-type: none"><li>1. Attached are copies of original documents of:<ul style="list-style-type: none"><li><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.</li><li><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:<ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation in accordance with commercial law</li><li>• Absence of Dependent status - Establishing that the Bidder is not dependent agency of the Employer</li></ul></li></ul></li><li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership</li></ol> |

## 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

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

|    |                                                                                                                                                                                                                                                                                                     |                                                                                                   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
|    | <b>Duration of Appointment:</b>                                                                                                                                                                                                                                                                     | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>                                                                                                                                                                                                                                                           | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>                                                                                                                                                                                                                                                    | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 5. | <b>Title of position: Sexual Exploitation, Abuse and Harassment Expert</b><br><i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i> |                                                                                                   |
|    | <b>Name of candidate:</b>                                                                                                                                                                                                                                                                           |                                                                                                   |
|    | <b>Duration of Appointment:</b>                                                                                                                                                                                                                                                                     | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>                                                                                                                                                                                                                                                           | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>                                                                                                                                                                                                                                                    | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 6. | <b>Title of position:</b> <i>[insert title]</i>                                                                                                                                                                                                                                                     |                                                                                                   |
|    | <b>Name of candidate:</b>                                                                                                                                                                                                                                                                           |                                                                                                   |
|    | <b>Duration of Appointment:</b>                                                                                                                                                                                                                                                                     | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>                                                                                                                                                                                                                                                           | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>                                                                                                                                                                                                                                                    | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 7. | <b>Title of position:</b> <i>[insert title]</i>                                                                                                                                                                                                                                                     |                                                                                                   |
|    | <b>Name of candidate:</b>                                                                                                                                                                                                                                                                           |                                                                                                   |
|    | <b>Duration of Appointment:</b>                                                                                                                                                                                                                                                                     | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>                                                                                                                                                                                                                                                           | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>                                                                                                                                                                                                                                                    | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 8  | <b>Title of position:</b> <i>[insert title]</i>                                                                                                                                                                                                                                                     | <b>Title of position:</b> <i>[insert title]</i>                                                   |
|    | <b>Name of candidate:</b>                                                                                                                                                                                                                                                                           | <b>Name of candidate:</b>                                                                         |

|  |                                                  |                                                  |
|--|--------------------------------------------------|--------------------------------------------------|
|  | <b>Duration of Appointment:</b>                  | <b>Duration of Appointment:</b>                  |
|  | <b>Time commitment for this position:</b>        | <b>Time commitment for this position:</b>        |
|  | <b>Expected time schedule for this position:</b> | <b>Expected time schedule for this position:</b> |

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

|                                                                  |                                                                                                                                                                                                                                                                                        |                                     |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Name of Bidder:</b>                                           |                                                                                                                                                                                                                                                                                        |                                     |
| <b>Position [#1]:</b> <i>[title of position from Form PER-1]</i> |                                                                                                                                                                                                                                                                                        |                                     |
| <b>Personnel<br/>information</b>                                 | <b>Name:</b>                                                                                                                                                                                                                                                                           | <b>Date of Birth:</b>               |
|                                                                  | <b>Address:</b>                                                                                                                                                                                                                                                                        | <b>Email:</b>                       |
|                                                                  | <b>Contact #:</b>                                                                                                                                                                                                                                                                      |                                     |
|                                                                  | <b>Professional Qualification:</b> <i>[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].</i> |                                     |
|                                                                  | <b>Academic Qualification:</b>                                                                                                                                                                                                                                                         |                                     |
|                                                                  | <b>Language Proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>                                                                                                                                                                                      |                                     |
| <b>Experience<br/>Details</b>                                    | <b>Name and Address of Employer:</b>                                                                                                                                                                                                                                                   |                                     |
|                                                                  | <b>Contact Details of Employer (Phone, Email):</b>                                                                                                                                                                                                                                     |                                     |
|                                                                  | <b>Job Title:</b>                                                                                                                                                                                                                                                                      | <b>Years with Present Employer:</b> |
|                                                                  | <b>Name and Contact Details of Manager / Personnel Officer:</b>                                                                                                                                                                                                                        |                                     |

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

## Declaration

I, the undersigned [ 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                                                                                                                                        |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commitment to duration of contract:</b> | <i>[insert period (start and end dates) for which this Contractor’s Representative or Key personnel is available to work on this contract]</i> |
| <b>Time commitment:</b>                    | <i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i> |
|                                            |                                                                                                                                                |

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

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

**Name of 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): \_\_\_\_\_

## Form CON – 2

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

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

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

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

Bid Reference No. and title: \_\_\_\_\_

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

| <b>Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria</b>                                                   |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/> Contract non-performance did not occur since 1st January 2020 specified in Section III, Evaluation and Qualification Criteria |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
| Year                                                                                                                                                   | Non-performed portion of Contract     | Contract Identification                                                                                                                                                                                                                                                              | Total Contract Amount (current value, currency, exchange rate and US\$ equivalent) |
| <i>[insert year]</i>                                                                                                                                   | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>Reason(s) for nonperformance: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i>                                                             |
|                                                                                                                                                        |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
|                                                                                                                                                        |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
|                                                                                                                                                        |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
|                                                                                                                                                        |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
|                                                                                                                                                        |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
| <b>Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements</b>                                                     |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
| <input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements                                 |                                       |                                                                                                                                                                                                                                                                                      |                                                                                    |
| Year of dispute                                                                                                                                        | Amount in dispute (currency)          | Contract Identification                                                                                                                                                                                                                                                              | Total Contract Amount (currency), USD                                              |

|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
|                                                                                                                   |                                                   |                                                                                                                                                       | <b>Equivalent<br/>(exchange<br/>rate)</b>                                                       |
|                                                                                                                   |                                                   | Contract Identification:<br>Name of Employer:<br>Address of Employer:<br>Matter in dispute:<br>Party who initiated the dispute:<br>Status of dispute: |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
| <input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria |                                                   |                                                                                                                                                       |                                                                                                 |
| <b>Year of<br/>award</b>                                                                                          | <b>Outcome as<br/>percentage of<br/>Net Worth</b> | <b>Contract Identification</b>                                                                                                                        | <b>Total Contract<br/>Amount<br/>(currency),<br/>USD<br/>Equivalent<br/>(exchange<br/>rate)</b> |
|                                                                                                                   |                                                   | Contract Identification:<br>Name of Employer:<br>Address of Employer:<br>Matter in dispute:<br>Party who initiated the dispute:<br>Status of dispute: |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |
|                                                                                                                   |                                                   |                                                                                                                                                       |                                                                                                 |

**Form CON – 3**

**Environmental and Social (ES) Performance Declaration**

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

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

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

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

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

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

| <b>Environmental and Social (ES) Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements</b>                                                                                                                                                                                                                                                       |                                                    |                                                                                                                                                                                                                                                                                                 |                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria                                                                     |                                                    |                                                                                                                                                                                                                                                                                                 |                                                                                           |
| <input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements. Details are described below: |                                                    |                                                                                                                                                                                                                                                                                                 |                                                                                           |
| <b>Year</b>                                                                                                                                                                                                                                                                                                                                                                                 | <b>Suspended or terminated portion of contract</b> | <b>Contract Identification</b>                                                                                                                                                                                                                                                                  | <b>Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)</b> |
| <i>[insert year]</i>                                                                                                                                                                                                                                                                                                                                                                        | <i>[insert amount and percentage]</i>              | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i>                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                             |                                                    |                                                                                                                                                                                                                                                                                                 |                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                             |                                                    |                                                                                                                                                                                                                                                                                                 |                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                             |                                                    |                                                                                                                                                                                                                                                                                                 |                                                                                           |

|                                                                                            |                                                                                                                                                                                                                                                                                                       |                                                                                           |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|                                                                                            |                                                                                                                                                                                                                                                                                                       |                                                                                           |
|                                                                                            |                                                                                                                                                                                                                                                                                                       |                                                                                           |
| <b>Performance Security called by an employer(s) for reasons related to ES performance</b> |                                                                                                                                                                                                                                                                                                       |                                                                                           |
| <b>Year</b>                                                                                | <b>Contract Identification</b>                                                                                                                                                                                                                                                                        | <b>Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)</b> |
| <i>[insert year]</i>                                                                       | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i>                                                                    |
|                                                                                            |                                                                                                                                                                                                                                                                                                       |                                                                                           |
|                                                                                            |                                                                                                                                                                                                                                                                                                       |                                                                                           |
|                                                                                            |                                                                                                                                                                                                                                                                                                       |                                                                                           |
|                                                                                            |                                                                                                                                                                                                                                                                                                       |                                                                                           |

## Form FIN – 3.1: Financial Situation and Performance

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

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

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

Bid Reference No. and title: \_\_\_\_\_

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

### 1. Financial Data

| Type of Financial information in<br>(currency)                   | Historic information for previous 07 years<br>(amount in currency, exchange rate*, USD<br>equivalent) |        |        |        |        |
|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------|--------|--------|--------|
|                                                                  | Year 1                                                                                                | Year 2 | Year 3 | Year 4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) |                                                                                                       |        |        |        |        |
| Total Assets (TA)                                                |                                                                                                       |        |        |        |        |
| Total Liabilities (TL)                                           |                                                                                                       |        |        |        |        |
| Total Equity/Net Worth (NW)                                      |                                                                                                       |        |        |        |        |
| Current Assets (CA)                                              |                                                                                                       |        |        |        |        |
| Current Liabilities (CL)                                         |                                                                                                       |        |        |        |        |
| Working Capital (WC)                                             |                                                                                                       |        |        |        |        |
| Information from Income Statement                                |                                                                                                       |        |        |        |        |
| Total Revenue (TR)                                               |                                                                                                       |        |        |        |        |
| Profits Before Taxes (PBT)                                       |                                                                                                       |        |        |        |        |
| Cash Flow Information                                            |                                                                                                       |        |        |        |        |
| Cash Flow from Operating activities                              |                                                                                                       |        |        |        |        |

### 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 in Currency (USD<br>equivalent) |
|-----|-------------------|----------------------------------------|
|     |                   |                                        |
|     |                   |                                        |
|     |                   |                                        |
|     |                   |                                        |
|     |                   |                                        |

### **3. Financial Documents**

The Bidder and its parties shall provide copies of financial statements for *last 07* 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 for the *last 07* years required above; and complying with the requirements.

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

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

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

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

Bid Reference No. and title: \_\_\_\_\_

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

| Annual Turn Over Data (Construction Only)   |                                              |               |                |
|---------------------------------------------|----------------------------------------------|---------------|----------------|
| Year                                        | Amount                                       | Exchange Rate | USD Equivalent |
| <i>[indicate year]</i>                      | <i>[insert amount and indicate currency]</i> |               |                |
|                                             |                                              |               |                |
|                                             |                                              |               |                |
|                                             |                                              |               |                |
|                                             |                                              |               |                |
|                                             |                                              |               |                |
|                                             |                                              |               |                |
|                                             |                                              |               |                |
| <b>Average Annual Construction Turnover</b> |                                              |               |                |

**Form FIN – 3.3:  
Financial Resources**

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

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

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

Bid Reference No. and title: \_\_\_\_\_

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

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 Finance | Amount in Currency (USD equivalent) |
|                     |                   |                                     |
|                     |                   |                                     |
|                     |                   |                                     |
|                     |                   |                                     |
|                     |                   |                                     |

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

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

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

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

Bid Reference No. and title: \_\_\_\_\_

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

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<br>Contact<br>Details<br>(Name,<br>Address,<br>Telephone,<br>Email) | Value of<br>Outstanding<br>Work<br>[Current<br>US\$<br>Equivalent] | Estimated<br>Completion<br>Date | Average<br>Monthly<br>Invoicing<br>Over Last<br>Six Months<br>[US\$/month] |
|                              |                  |                                                                                |                                                                    |                                 |                                                                            |
|                              |                  |                                                                                |                                                                    |                                 |                                                                            |
|                              |                  |                                                                                |                                                                    |                                 |                                                                            |
|                              |                  |                                                                                |                                                                    |                                 |                                                                            |

**Form EXP - 4.1**  
**General Construction Experience**

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

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

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

Bid Reference No. and title: \_\_\_\_\_

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

| No. | Starting Year | End Year | Contract Identification                                                                                                                                                                       | Role of Bidder |
|-----|---------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|     |               |          | a. Contract name:<br>_____<br>b. Brief Description of the Works performed by the Bidder:<br>_____<br>c. Amount of contract:<br>_____<br>d. Name of Employer:<br>_____<br>e. Address:<br>_____ |                |
|     |               |          |                                                                                                                                                                                               |                |
|     |               |          |                                                                                                                                                                                               |                |
|     |               |          |                                                                                                                                                                                               |                |
|     |               |          |                                                                                                                                                                                               |                |

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

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

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

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

Bid Reference No. and title: \_\_\_\_\_

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

|                                                                                           |                         |                     |                              |                      |
|-------------------------------------------------------------------------------------------|-------------------------|---------------------|------------------------------|----------------------|
| <b>Similar Contract No.</b>                                                               |                         |                     |                              |                      |
| <b>Contract Identification No.</b>                                                        |                         |                     |                              |                      |
| <b>Award Date</b>                                                                         |                         |                     |                              |                      |
| <b>Completion Date</b>                                                                    |                         |                     |                              |                      |
| <b>Role in Contract</b>                                                                   | <b>Prime Contractor</b> | <b>Member in JV</b> | <b>Management Contractor</b> | <b>Subcontractor</b> |
| <b>Total Contract Amount (USD Equivalent)</b>                                             |                         |                     |                              |                      |
| <b>If member in a JV or subcontractor, specify participation in total Contract amount</b> |                         |                     |                              |                      |
| <b>Employer's Name</b>                                                                    |                         |                     |                              |                      |
| <b>Employer's Address with Telephone No. and Email</b>                                    |                         |                     |                              |                      |

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

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

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

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

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

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

Sub-contractor's Name (as per ITB 34.2 and 34.3): \_\_\_\_\_

Bid Reference No. and title: \_\_\_\_\_

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

All Sub-contractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements.

1. Key Activity No and Description: 01 -

|                                                                                                                                 |                         |                                           |                                      |                                      |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------------|--------------------------------------|--------------------------------------|
|                                                                                                                                 |                         | <b>Information</b>                        |                                      |                                      |
| <b>Contract Identification No.</b>                                                                                              |                         |                                           |                                      |                                      |
| <b>Award Date</b>                                                                                                               |                         |                                           |                                      |                                      |
| <b>Completion Date</b>                                                                                                          |                         |                                           |                                      |                                      |
| <b>Role in Contract</b>                                                                                                         | <b>Prime Contractor</b> | <b>Member in JV</b>                       | <b>Management Contractor</b>         | <b>Subcontractor</b>                 |
| <b>Total Contract Amount (USD Equivalent)</b>                                                                                   |                         |                                           |                                      |                                      |
| <b>Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year</b> |                         | <b>Total quantity in the contract (i)</b> | <b>Percentage participation (ii)</b> | <b>Quantity Performed (i) x (ii)</b> |
| <b>Year 01</b>                                                                                                                  |                         |                                           |                                      |                                      |
| <b>Year 02</b>                                                                                                                  |                         |                                           |                                      |                                      |
| <b>Year 03</b>                                                                                                                  |                         |                                           |                                      |                                      |
| <b>Year 04</b>                                                                                                                  |                         |                                           |                                      |                                      |
| <b>Employer's Name</b>                                                                                                          |                         |                                           |                                      |                                      |
| <b>Employer's Address with Telephone No. and Email</b>                                                                          |                         |                                           |                                      |                                      |

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

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

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

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

Bid Reference No. and title: \_\_\_\_\_

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

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

|                                               |                         |                     |                              |                      |
|-----------------------------------------------|-------------------------|---------------------|------------------------------|----------------------|
|                                               | <b>Information</b>      |                     |                              |                      |
| <b>Contract Identification No.</b>            |                         |                     |                              |                      |
| <b>Award Date</b>                             |                         |                     |                              |                      |
| <b>Completion Date</b>                        |                         |                     |                              |                      |
| <b>Role in Contract</b>                       | <b>Prime Contractor</b> | <b>Member in JV</b> | <b>Management Contractor</b> | <b>Subcontractor</b> |
| <b>Total Contract Amount (USD Equivalent)</b> |                         |                     |                              |                      |
| <b>Details of Relevant Experience</b>         |                         |                     |                              |                      |

## Form of Bid Security

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

Invitation 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 Invitation for Bids Reference No. \_\_\_\_\_ ("the IFB").

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)]

[Seal]

## **INTEGRITY PACT**

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC. PAYABLE BY THE BIDDERS/CONTRACTORS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH PAK. RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

## **Section V**

# **Eligible Firms / Countries**

**Section V**  
**Eligible Firms / Countries**

- (a) Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link:  
<https://dgip.gov.pk/visa/categories.php>

## **Section VI**

# **Corrupt and Fraudulent Practices**

## **Section VI**

### **Corrupt and Fraudulent Practices**

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

**“Fraud and Corruption:**

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank financed contracts. In pursuance of this policy, 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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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:
    - (aa) 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
    - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a

contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>43</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>44</sup> sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect 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."

# **PART - 2**

# **WORK'S REQUIREMENTS**

## **Section VI**

**Please refer to Volume – II of the Bidding Documents**

## **PART - 3**

# **Conditions of Contract (GC)**

# **Section VIII**

## **General Conditions of Contract (GC)**

## **Section VIII**

### **General Conditions of Contract (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 Bank’s COPA and the amendments and additions to such General Conditions.

The Particular Conditions (Part A and Part B) shall take precedence and prevail over the General Conditions in the implementation and interpretation of the Contract Conditions.

The Contractor is deemed to be in possession of this document and to be fully aware of and have understood the contents therein.

The successful bidder after award of Works shall have to provide an original copy of the above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

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

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org)

[www.fidic.org](http://www.fidic.org)

FIDIC code: ISBN13: 978-2-88432-084-9

# **Section IX**

## **Particular Conditions of Contract (PC)**

## **Section IX**

### **Particular Conditions of Contract (PC)**

The following Particular Conditions (PC), consisting of Part A, Part B, Part C and Part D, shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

#### **Part A - Contract Data**

| <b>Condition</b>                                 | <b>Sub Clause</b> | <b>Data</b>                                                                                                                                                   |
|--------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Defects Notification Period (DNP)</b>         | 1.1.27            | 365 Days                                                                                                                                                      |
| <b>Delay Damages</b>                             | 1.1.28            | 0.1% per day with max limit of 10% of Accepted Contract Amount                                                                                                |
| <b>Employer</b><br>Employer's name and address   | 1.1.31            | Project Director<br>Project Implementation Unit (PIU), Integrated Flood Resilience and Adaptation Project (IFRAP)<br>10-A, Jinnah Town, Samungli Road, Quetta |
| <b>Engineer</b><br>Engineer's name and address   | 1.1.35            |                                                                                                                                                               |
| <b>Sections</b>                                  | 1.1.73            | N/A                                                                                                                                                           |
| <b>Time for Completion</b>                       | 1.1.84            | 02 Years                                                                                                                                                      |
| <b>Bank's Name</b>                               | 1.1.89            | World Bank                                                                                                                                                    |
| <b>Borrower's Name</b>                           | 1.1.90            | Government of Islamic Republic of Pakistan (GoP)                                                                                                              |
| <b>Electronic transmission system</b>            | 1.3 (a)<br>(ii)   | Not allowed                                                                                                                                                   |
| <b>Address of Employer for communications:</b>   | 1.3 (d)           | 10-A, Jinnah Town, Samungli Road, Quetta                                                                                                                      |
| <b>Address of Engineer for communications:</b>   | 1.3 (d)           | Aura Square, 3rd Floor, F-11 Markaz, Islamabad                                                                                                                |
| <b>Address of Contractor for communications:</b> | 1.3 (d)           |                                                                                                                                                               |
| <b>Governing Law</b>                             | 1.4               | Contract shall be governed by the law of Islamic Republic of Pakistan                                                                                         |
| <b>Ruling language</b>                           | 1.4               | English                                                                                                                                                       |
| <b>Language for communications</b>               | 1.4               | English                                                                                                                                                       |

|                                                                                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Time for the Parties to sign a Contract Agreement</b>                                                                         | 1.6  | 28 Days after the issuance of Letter of Award/Acceptance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Number of additional paper copies of Contract Documents</b>                                                                   | 1.8  | 8 Copies, the charges for copies shall be borne by the Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Number of additional paper copies of Contractor's Documents</b>                                                               | 1.8  | The Electronic Copies shall be in the pdf format or as and when required by the Engineer / the Employer.<br>The Contractor shall submit 3 copies of shop drawings, bar bending schedules and any proposal for approval by the Engineer.<br>One copy of approved submittals shall be available all the time at site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Limitation of the Liability</b><br>Total liability of the Contractor to the Employer under or in connection with the Contract | 1.15 | The product of 1.15 times the accepted contract amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Time for access to the Site</b>                                                                                               | 2.1  | Upon issuance of Letter to Commence by the Engineer in accordance to Contract Clause 8.1 clearly defining the date of commencement and issuance of Good for Construction Drawings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Employer's Financial Arrangements</b>                                                                                         | 2.4  | GoP has received the Financial Assistance of World Bank (IBRD Loan No. PK-7333) for the project "IFRAP" under ID P180323                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Engineer's Duties and Authority</b>                                                                                           | 3.2  | Where the cumulative net increase in the Accepted Contract Amount resulting from variations in quantities of existing BoQ items exceeds, or would by reason of the proposed variation exceed, three percent (3%) of the Accepted Contract Amount, the Engineer shall obtain the Employer's prior written consent before instructing, approving, or certifying such variation. We have also proposed a lower threshold in the attached. For the purpose of applying the above threshold, reductions in quantities or omissions shall not be used to offset increases in quantities, unless such reductions or omissions are directly related to the same variation, have been expressly identified in the Engineer's evaluation, and have been accepted by the Employer for the purpose of calculating the net financial effect of that variation. The incorporation of any additional |

|                                                                                                  |                  |                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                  |                  | new BoQ item through a Variation Order shall be subject to the Engineer's recommendation and the Employer's prior written approval.                                  |
| <b>Performance Security</b>                                                                      | 4.2              | Five percent (5%) for Works and Two (2%) for E&S of Accepted Contract Amount in Shape of:<br>a. Irrevocable Bank Guarantee form Schedule Banks of Pakistan; OR<br>b. |
| <b>Period for notification of errors in the items of reference</b>                               | 4.7.2 (a)        | 28 Days                                                                                                                                                              |
| <b>Period of payment for temporary utilities</b>                                                 | 4.19             | Not applicable.<br>Contractor shall be responsible for the provision and making arrangement for all the temporary utilities required for execution of the works.     |
| <b>Number of additional paper copies of progress reports</b>                                     | 4.20             | 05 Copies                                                                                                                                                            |
| <b>accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)</b> | 5.1 (a)          | 0%<br>Subcontracting is not allowed under the contract                                                                                                               |
| <b>Parts of the Works for which subcontracting is not permitted</b>                              | 5.1 (b)          | Subcontracting of All types of works is not permitted                                                                                                                |
| <b>Normal working hours</b>                                                                      | 6.5              | 08 Hours, 6 days a week                                                                                                                                              |
| <b>Number of additional paper copies of program</b>                                              | 8.3              | 05 Copies                                                                                                                                                            |
| <b>Delay damages payable for each day of delay</b>                                               | 8.8              | 0.1 % of the Accepted Contract Amount, less provisional sum                                                                                                          |
| <b>Maximum amount of delay damages</b>                                                           |                  | 10 % of the Accepted Contract Amount, less provisional sum                                                                                                           |
| <b>Method of measurement</b>                                                                     | 12.2             | The method of measurement shall be as per the unit system defined in the BoQ for each items and specifications of items of works.                                    |
| <b>Percentage profit</b>                                                                         | 12.3             | <i>As stated under 1.1.20 above</i><br>8% including Overheads and excluding taxes                                                                                    |
| <b>Percentage rate to be applied to Provisional Sums for overhead charges and profit</b>         | 13.4 (b)<br>(ii) | 10% excluding taxes                                                                                                                                                  |
| <b>Total advance payment</b>                                                                     | 14.2             | 10% of Accepted Contract Amount less Provisional Sum upon submission of:                                                                                             |

|                                                                               |            |                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                               |            | <p>a. An unconditional and irrevocable Bank Guarantee of full amount from Schedule Bank of Pakistan, OR</p> <p>b. The Guarantee shall remain valid till recovery of whole advance payment.</p>                                                                                                                                                                                                      |
|                                                                               | 14.2 (A)   | Secure Advance : Secured Advance shall be paid 50% of actual cost of material against the submission of Affidavit (Stamp Paper) and based on Bank Guarantee)                                                                                                                                                                                                                                        |
| <b>Repayment of Advance payment</b>                                           | 14.2.3     | <p>a. Advance Payment Deduction shall be made effective from IPC # 2.</p> <p>b. The Advance Payment deduction shall be made @ 15% of approved cost of work done as listed in the IPC.</p> <p><i>[provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment]</i></p> |
| <b>Period of payment by the Employer</b>                                      | 14.3       | 28 Days from the date of receipt of IPC duly approved by the Engineer                                                                                                                                                                                                                                                                                                                               |
| <b>Number of additional paper copies of Statements</b>                        | 14.3 (b)   | 03 Copies                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Percentage of retention</b>                                                | 14.3 (iii) | 05% (Five percentage) of Work Done from each approved IPC                                                                                                                                                                                                                                                                                                                                           |
| <b>Limit of Retention Money (as a percentage of Accepted Contract Amount)</b> | 14.3 (iii) | 05 % (Five percentage) of Accepted Contract Amount                                                                                                                                                                                                                                                                                                                                                  |
| <b>Plant and Materials</b>                                                    | 14.5       | Not applicable                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Minimum Amount of Interim Payment Certificates (IPC)</b>                   | 14.6.2     | 2% of the Accepted Contract Amount                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Period of payment of Advance Payment to the Contractor</b>                 | 14.7 (a)   | <p>The Advance Payment shall be released in 2 Parts:</p> <p>(a) First part within 21 days of issuance of Letter of Award and submission of Advance Payment Guarantee and Performance Security; and</p> <p>(b) Second part within 21 days after Signing of Contract Agreement and satisfactory Mobilization of Contractor Equipment and Manpower certified by the Engineer.</p>                      |

|                                                                                                                                                        |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (Interim Payment)</b>                                      | 14.7 (b)<br>(i)  | 60 Days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)</b>                                       | 14.7 (b)<br>(ii) | 40 Days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Period for the Employer to make final payment to the Contractor</b>                                                                                 | 14.7 (c)         | 60 Days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))</b> | 14.8             | KIBOR+2% per annum for local currency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Number of additional paper copies of draft Final Statement</b>                                                                                      | 14.11.1<br>(b)   | 03 Copies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Forces of nature, the risks of which are allocated to the Contractor</b>                                                                            | 17.2 (d)         | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Permitted deductible limits</b>                                                                                                                     | 19.1             | <p><b>a. Insurance required for the Works:</b> Ten percent (10%) of the loss amount on each and every loss</p> <p><b>b. Insurance required for Goods:</b> Nil</p> <p><b>c. Insurance required for liability for breach of professional duty:</b> Nil</p> <p><b>d. Insurance required against liability for fitness for purpose:</b> Nil</p> <p><b>e. Insurance required for injury to persons and damage to property:</b> In accordance with applicable labour laws of Pakistan, including medical treatment, compensation, and occupational injury coverage for all personnel engaged in the Works.</p> <p><b>f. Insurance required for injury to employees:</b> Nil</p> <p><b>g. Other Insurances required by Laws and by local practice:</b> As required under the laws of Pakistan.</p> |

|                                                                                                               |             |                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Periods for submission of insurance:</b><br><b>a) evidence of insurance</b><br><b>b) relevant policies</b> | 19.1        | Not later than the commencement date<br>Within fourteen (14) days from the commencement date                                               |
| <b>Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)</b>   | 19.2.1 (b)  | 15%                                                                                                                                        |
| <b>List of Exceptional Risks which shall not be excluded from the insurance cover for the Works</b>           | 19.2.1 (iv) | Nil                                                                                                                                        |
| <b>Extent of insurance required for Goods</b>                                                                 | 19.2.2      | Full replacement value, including delivery to the site and movement/removal of the Goods being replaced                                    |
| <b>Amount of insurance required for Goods</b>                                                                 | 19.2.2      | Full replacement value, including delivery to the site and movement/removal of the Goods being replaced                                    |
| <b>amount of insurance required for liability for breach of professional duty</b>                             | 9.2.3 (a)   | Full replacement value of the Works to be designed by the Contractor                                                                       |
| <b>Insurance required against liability for fitness for purpose</b>                                           | 9.2.3 (b)   | Yes                                                                                                                                        |
| <b>Period of insurance required for liability for breach of professional duty</b>                             | 19.2.3      | Until the date of issuance of Performance Certificate                                                                                      |
| <b>Amount of insurance required for injury to persons and damage to property</b>                              | 19.2.4      | Full Amount<br>Without limit to the number of occurrences                                                                                  |
| <b>Other insurances required by Laws and by local practice (give details)</b>                                 | 19.2.6      | All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan |
| <b>Time for appointment of DAAB member (s)</b>                                                                | 21.1        | 84 days after signature by both parties of the Contract Agreement                                                                          |
| <b>The DAAB shall be comprised of</b>                                                                         | 21.1        | 03 (Three) Members                                                                                                                         |
| <b>List of Proposed DAAB Members</b>                                                                          | 21.1        | Employer Proposed:<br>1.                                                                                                                   |

|                                                  |          |                                                                                                                |
|--------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------|
|                                                  |          | 2.<br>3.<br>Contractor Proposed:<br>1.<br>2.<br>3.                                                             |
| <b>Appointment (if not agreed) to be made by</b> | 21.2     | Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website |
| <b>Rules of Arbitration</b>                      | 21.6 (a) | Pakistan Arbitration Act of 1940,                                                                              |
| <b>Place of Arbitration</b>                      | 21.6 (b) | The place of Arbitration shall be in the Employer's country: Quetta, Pakistan                                  |

## Part B – Special Provisions

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| <b>Sub-Clause 1.1.49<br/>Laws</b>                                                                            | The Sub-Clause is replaced with:<br>“ <b>Laws</b> ” means all national (or state or provincial) legislation, statutes, acts, decrees, rules, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sub-Clause 1.1.74<br/>Site</b>                                                                            | The Sub-Clause is replaced with:<br>“ <b>Site</b> ” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Sub-Clause 1.1.89 to 1.1.91 are added after Sub-Clause 1.1.88</b>                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Sub-Clause 1.1.89<br/>Bank</b>                                                                            | “ <b>Bank</b> ” means the financing institution named in the Contract Data.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Sub-Clause 1.1.90<br/>Borrower</b>                                                                        | “ <b>Borrower</b> ” means the person or institute named as the borrower in the Contract Data.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Sub-Clause 1.1.91<br/>ES</b>                                                                              | “ <b>ES</b> ” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Sub-Clause 1.1.92<br/>Sexual<br/>Exploitation and<br/>Abuse (SEA), and<br/>Sexual<br/>Harassment (SH)</b> | <p>“<b>Sexual Exploitation and Abuse</b>” “<b>(SEA)</b>” stands for the following:<br/> “<b>Sexual Exploitation</b>” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;<br/> “<b>Sexual Abuse</b>” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and<br/> “<b>Sexual Harassment</b>” “<b>(SH)</b>” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.</p> |
| <b>Sub-Clause 1.2<br/>Interpretation</b>                                                                     | <p>Sub-paragraph (a) is replaced with the following:<br/> (a) “Words indicating one gender include all genders;<br/> “he/she” is replaced with: “it”;<br/> “him/her” is replaced with “it”;<br/> “his” and “his/her” are replaced with: “its”;<br/> “himself/herself” are replaced with: “itself”.<br/> Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).<br/> sub-paragraph (k) is added:<br/> (k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender</p>                                                                                                                                                                                                                 |

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|                                                                 | documents” with “request for bids documents” or “request for proposal documents”, as applicable.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Sub-Clause 1.5<br/>Priority of Documents</b>                 | <p>The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:</p> <ul style="list-style-type: none"> <li>(a) the Contract Agreement;</li> <li>(b) the Letter of Award / Acceptance;</li> <li>(c) the Particular Conditions (PC) Part A – Contract Data;</li> <li>(d) the Particular Conditions (PC) Part B – Special Provisions;</li> <li>(e) the Particular Conditions (PC) Part C – Fraud and Corruption;</li> <li>(f) the Particular Conditions (PC) Part D – Environmental and Social (ES) Matrices for Progress Reports;</li> <li>(g) the General Conditions (GC);</li> <li>(h) the Specifications Part A – General Provisions;</li> <li>(i) the Specifications Part B – Environmental and Social (ES) Requirements;</li> <li>(j) the Specifications Part C – Technical Provisions;</li> <li>(k) the Letter of Tender (Technical and Financial);</li> <li>(l) the Bill of Quantities;</li> <li>(m) the Drawings;</li> <li>(n) the Schedules;</li> <li>(o) the JV Undertaking (if the Contractor is a JV); and</li> <li>(p) any other documents forming part of the Contract.</li> </ul> <p>The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.</p> |
| <b>Sub-Clause 1.6<br/>Contract Agreement</b>                    | <p>The last paragraph is replaced with:</p> <p>“If the Contractor comprises a JV, the authorized representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 (Joint and Several Liability).”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Sub-Clause 1.12<br/>Confidentiality</b>                      | <p>The following is added at the end of the second paragraph:</p> <p>“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”</p> <p>“or” at the end of (b) is deleted.</p> <p>“or” at the end of (c) is added.</p> <p>The following is then added as (d):</p> <p>(d) “is being provided to the Bank.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Following Sub-Clause 1.17 is added after Sub-Clause 1.16</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Sub-Clause 1.17<br/>Inspections &amp; Audit by the Bank</b>  | <p>“Pursuant to paragraph 1.16 (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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                                                                                 | 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)."                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Sub-Clause 2.4<br/>Employer's<br/>Financial<br/>Arrangements</b>                             | <p>The first paragraph is replaced with:</p> <p>"The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer's obligations under the Contract."</p> <p>The following sub-paragraph is added at the end of Sub-Clause 2.4:</p> <p>"In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available."</p> |
| <b>Sub-Clause 2.6<br/>Employer-<br/>Supplied<br/>Materials and<br/>Employer's<br/>Equipment</b> | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sub-Clause 3.1<br/>The Engineer</b>                                                          | <p>The following is added at the end of the first sub-paragraph:</p> <p>"The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties. "</p> <p>In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "Professional Engineer".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Sub-Clause 3.2<br/>Engineer's Duties<br/>and Authority</b>                                   | <p>Following is added at the end:</p> <p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|  | <p>(a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors];</p> <p>(b) Any action under Sub-Clauses 8.9 [Employer’s Suspension] and 8.12 [Prolonged Suspension];</p> <p>(c) Issuance of “Taking Over Certificate” under Sub-Clause 10.1 [Taking Over the Works and Sections];</p> <p>(d) Issuing the “Performance Certificate” under Sub-Clause 11.9 [Performance Certificate];</p> <p>(e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;</p> <p style="padding-left: 40px;">(i) in an emergency situation as determined by the Engineer, or</p> <p style="padding-left: 40px;">(ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</p> <p>(f) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2;</p> <p>(g) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering];</p> <p>(h) Certifying release of First and second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money];</p> <p>(i) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].</p> <p>Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer’s Duties and Authority] of the General Conditions.</p> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he 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 approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p> <p>Following is added after the words “the Employer’s consent is required” in 4th paragraph:</p> <p>“Stating that the Employer’s consent has been obtained for that</p> |
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|                                                                    | specified authority”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Sub-Clause 3.3<br/>Engineer’s<br/>Representative</b>            | The following is added at the end of Sub-Clause 3.3:<br>“The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer’s Representative.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Sub-Clause 3.4<br/>Delegation by the<br/>Engineer</b>           | The following is added at the end of the second paragraph:<br>“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.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Sub-Clause 3.6<br/>Replacement of<br/>the Engineer</b>          | In the first paragraph, “42 days” is replaced with: “21 days”;<br>In the third para, “shall” is replaced with: “should”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Sub-Clause 4.1<br/>Contractor’s<br/>General<br/>Obligations</b> | <p>The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any) ...”:</p> <p>“All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined in Section V Eligible Firms / Countries.”</p> <p>The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer...”:</p> <p>The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.</p> <p>The Contractor shall submit, to the Engineer for Review and approval, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.</p> <p>The C-ESMP and the Contractor’s Code of Conduct shall be included as Contractor’s Documents. The procedures for Review of the C-</p> |

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|                                                                    | ESMP and its updates shall be as described in Sub-Clause 4.4.1 <i>[Preparation and Review]</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Sub-Clause 4.2<br/>Performance<br/>Security</b>                 | The first paragraph is replaced with:<br>“The Contractor shall obtain (at its cost) a Performance Security for proper performance 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Sub-Clause 4.2.1<br/>Contractor’s<br/>obligations</b>           | The first paragraph is replaced with:<br>“The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor as stated in the contract data and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data by the Employer.<br>In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.                                                      |
| <b>Sub-Clause 4.2.3<br/>Return of<br/>Performance<br/>Security</b> | In sub-paragraph (a) “21 days” is replaced with: “28 days”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Sub-Clause 4.3<br/>Contractor’s<br/>Representative</b>          | In second paragraph the text “Professional Engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary license in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”.<br>The following is added at the end of the last paragraph:<br>“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.”                                                                                                                                                               |
| <b>Sub-Clause 4.4.2<br/>As-Built Record</b>                        | The First paragraph is deleted in its entirety.<br>The text in the last paragraph is substituted with the following:<br>“The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.” |

| <b>Following Sub-Clause 4.4.4 Shop Drawings is added after Sub-Clause 4.4.3.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b>Sub-Clause 4.4.4<br/>Shop Drawings</b>                                        | <p>“The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.</p> <p>Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer’s review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Sub-Clause 4.6<br/>Co-Operation</b>                                           | <p>Para 4 is deleted and substituted with following:</p> <p>“The Contractor shall cooperate, as instructed by the Engineer, with other contractors or parties involved in the Works. If any delays or disruptions occur due to the cooperation with other contractors, the Contractor shall not be entitled to claim for additional costs. However, the Contractor may be entitled to an extension of time (EOT) under Sub-Clause 8.5 [Extension of Time for Completion], provided that the Contractor has followed the procedures set out in Sub-Clause 20.2 and that all reasonable efforts were made to mitigate such delays.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Sub-Clause 4.8<br/>Health and Safety<br/>Obligations</b>                      | <p>The second paragraph is replaced with the following:</p> <p>“Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 [<i>Preparation and Review</i>].</p> <p>The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.</p> <p>The health and safety manual shall set out all the health and safety requirements under the Contract,</p> <p>(a) which shall include at a minimum:</p> <ul style="list-style-type: none"> <li>(i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;</li> <li>(ii) details of the training to be provided, records to be kept;</li> <li>(iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of</li> </ul> |

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|                                                              | <p>different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);</p> <p>(iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water related, and vector-borne diseases;</p> <p>(v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract related labour;</p> <p>(vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and</p> <p>(b) any other requirements stated in the Specification.</p> <p>The paragraph starting with: “In addition to the reporting requirement of...” is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.</p> <p>The following text is added at the end of this Sub-Clause:</p> <p>In the event of work being carried out outside normal working hours or at night, the Contractor shall inform the Employer and the Engineer well before in time and get their consent / approval before commencement of work. The Contractor, at his own cost, shall provide and maintain adequate and appropriate lighting to ensure the satisfactory and safe execution of the Works. The approaches to the Site and areas where night work is carried out shall be sufficiently illuminated to ensure safety. All lighting arrangements shall comply with the Engineer’s satisfaction and meet the required safety standards in accordance with this Sub-Clause and relevant local regulations.</p> |
| <b>Sub-Clause 4.18<br/>Protection of the<br/>Environment</b> | <p>Following text is added at the end of Sub-Clause:</p> <p>“In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| <p><b>Sub-Clause 4.20<br/>Progress Reports</b></p>     | <p>Replace “4.20 (g) with: “the Environmental and Social (ES) metrics set out in Particular Conditions - Part D”</p> <p>The following is added at the end of the Sub-Clause:</p> <p>“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [<i>Progress Reports</i>], the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.</p> <p>The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub-Clause.</p> |
| <p><b>Sub-Clause 4.21<br/>Security of the Site</b></p> | <p>The text of Sub-Clause 4.21 Security of the Site is replaced with:</p> <p>The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> <li>(a) for keeping unauthorised persons off the Site;</li> <li>(b) authorised persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other 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.</li> </ul> <p>Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer’s No-objection a security management plan that sets out the security arrangements for the Site.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>(i) conduct appropriate background checks on any personnel</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|                                                                          | <p>retained to provide security;</p> <p>(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</p> <p>(iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.</p> <p>The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p> <p>In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Following Sub-Clause 4.24 at the end of Sub-Clause 4.23 is added:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Sub-Clause 4.24<br/>Code of Conduct</b>                               | <p>The Contractor shall have a Code of Conduct for the Contractor's Personnel.</p> <p>The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.</p> <p>The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.</p> |
| <b>Sub-Clause 5.1<br/>Subcontractors</b>                                 | <p>The following is added at the beginning of the second paragraph.</p> <p>"The Contractor shall require that its Subcontractors, if allowed by the Employer and the Engineer, execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.24 above."</p> <p>The following is added at the end of the last paragraph of Sub-Clause 5.1:</p> <p>"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|                                                                           | <p>to the Employer under subparagraph (a) of Sub-Clause 15.2.3 [<i>After Termination</i>].</p> <p>Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Sub-Clause 5.2.2<br/>Objection to<br/>Nomination</b>                   | <p>In sub-paragraph (c):</p> <p>“and” is deleted from the end of (i);</p> <p>“.” at the end of (ii) is replaced with: “, and”.</p> <p>The following is then added as (iii):</p> <p>“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [<i>Payment to nominated Subcontractors</i>].”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Sub-Clause 6.1<br/>Engagement of<br/>Staff and Labour</b>              | <p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Sub-Clause 6.2<br/>Rates of Wages<br/>and Conditions of<br/>Labour</b> | <p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.”</p>                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Sub-Clause 6.5<br/>Working Hours</b>                                   | <p>The following is inserted at the end of the Sub-Clause:</p> <p>The Contractor shall provide the Contractor’s Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Specification.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Sub-Clause 6.7<br/>Health and Safety<br/>of Personnel</b>              | <p>In the second paragraph, “The Contractor” is replaced with:</p> <p>“Except as otherwise stated in the Specification, the Contractor”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Sub-Clause 6.9<br/>Contractor’s<br/>Personnel</b>                      | <p>The Sub-Clause is replaced with:</p> <p>“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.</p> <p>The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care;</li> <li>(b) carries out duties incompetently or negligently;</li> <li>(c) fails to comply with any provision of the Contract;</li> <li>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;</li> <li>(e) based on reasonable evidence, is determined to have engaged in</li> </ul> |

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|                                                                               | <p>Fraud and Corruption during the execution of the Works;</p> <p>(f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];</p> <p>(g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).</p> <p>If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [<i>Contractor's Representative</i>] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [<i>Key Personnel</i>] shall apply.</p> <p>Subject to the requirements in Sub-Clause 4.3 [<i>Contractor's Representative</i>] and 6.12 [<i>Key Personnel</i>], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."</p> |
| <b>Sub-Clause 6.12<br/>Key Personnel</b>                                      | <p>The following is inserted at the end of the last paragraph:</p> <p>"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>The following Sub-Clauses 6.13 to 6.28 are added after sub-clause 6.12</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Sub-Clause 6.13<br/>Foreign<br/>Personnel</b>                              | <p>The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining</p> <p>any local, state, national, or government permission required for bringing in the Contractor's personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Sub-Clause 6.14<br/>Supply of<br/>Foodstuffs</b>                           | <p>The Contractor shall arrange, at its own cost and expenses, 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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                                                              | for the purposes of or in connection with the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Sub-Clause 6.15<br/>Supply of Water</b>                                   | The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel at its own cost and expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Sub-Clause 6.16<br/>Measures against<br/>Insect and Pest<br/>Nuisance</b> | The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Sub-Clause 6.17<br/>Alcoholic Liquor<br/>or Drugs</b>                     | The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Sub-Clause 6.18<br/>Arms and<br/>Ammunition</b>                           | The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Sub-Clause 6.19<br/>Festivals and<br/>Religious<br/>Customs</b>           | The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Sub-Clause 6.20<br/>Funeral<br/>Arrangements</b>                          | The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Sub-Clause 6.21<br/>Forced Labour</b>                                     | <p>The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> |
| <b>Sub-Clause 6.22<br/>Child Labour</b>                                      | <p>The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|                                                                  | <p>education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.</p> <p>The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer’s consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul> |
| <b>Sub-Clause 6.23<br/>Employment<br/>Records of<br/>Workers</b> | <p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [<i>Contractor’s Records</i>].</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Sub-Clause 6.24<br/>Workers’<br/>Organisations</b>            | <p>In countries where the relevant labour laws recognise workers’ rights to form and to join workers’ organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers’ organisations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organisations and collective</p>                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                                                       | bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Sub-Clause 6.25<br/>Non-Discrimination and Equal Opportunity</b>   | <p>The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).</p>                                                                                                                                                                                                                                                                    |
| <b>Sub-Clause 6.26<br/>Contractor's Personnel Grievance Mechanism</b> | <p>The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</p> <p>The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.</p> <p>The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.</p> <p>The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with Contract specific arrangements.</p> |

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| <p><b>Sub-Clause 6.27<br/>Training of<br/>Contractor's<br/>Personnel</b></p> | <p>The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training.</p> <p>As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.</p> <p>The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p><b>Sub-Clause 6.28<br/>Epidemics</b></p>                                  | <p>In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>Sub-Clause 7.7<br/>Ownership of<br/>Plant and<br/>Materials</b></p>    | <p>The following is added before the first paragraph:<br/>"Except as otherwise provided in the Contract,"</p> <p>The following is added at the end of the Sub-Clause:<br/>"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:</p> <ul style="list-style-type: none"> <li>(i) Remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used ;(and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or</li> <li>(ii) Replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).</li> </ul> <p>Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.</p> |

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|                                                                           | The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>The following Sub-Clause 7.9 is added after Sub Clause 7.8:</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Sub-Clause 7.9<br/>Use of Pakistani<br/>Materials and<br/>Services</b> | The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Sub-Clause 8.1<br/>Commencement<br/>of Work</b>                        | <p>The Sub- Clause is replaced in its entirety with the following:</p> <p>"The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.</p> <p>The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:</p> <ul style="list-style-type: none"> <li>(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;</li> <li>(b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);</li> <li>(c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;</li> <li>(d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;</li> <li>(e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.</li> </ul> <p>Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP, Sub-Clause 4.8 on the health and safety manual and Sub-Clause 4.21 on the security management plan, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay."</p> |
| <b>Sub-Clause 8.7</b>                                                     | The Sub-Clause is deleted in its entirety and substituted with the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| <b>Rate of Progress</b>                                                  | <p>following:</p> <p>"If, at any time:</p> <p>(a) actual progress is too slow to complete within the Time for Completion; and / or</p> <p>(b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme]; and / or</p> <p>(c) for any reason not entitling the Contractor to an extension of time:</p> <p>the rate of progress of the Works or any Section is, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall notify the Contractor.</p> <p>The Contractor shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. These steps may include submission of a revised programme and supporting report, describing the revised methods which the Contractor proposes to adopt under Sub-Clause 8.3 [Programme]. The Contractor shall not be entitled to any additional payment for these steps.</p> <p>Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If the Contractor considers it necessary to work at night or on locally recognized days of rest, he shall seek the consent of the Engineer.</p> <p>If these revised methods or steps involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and Contractor, be determined by the Engineer. The Contractor shall be liable for these additional costs, which may be deducted by the Employer from any monies due or to become due to the Contractor, in addition to any delay damages (if any) under Sub-Clause 8.8 [Delay Damages]. The Engineer shall notify the Contractor accordingly, with a copy to the Employer."</p> |
| <b>Sub-Clause 8.10<br/>Consequences of<br/>Employer's<br/>Suspension</b> | <p>The Clause is deleted and substituted with the following:</p> <p>"If the Contractor suffer delay and / or incurs cost from complying with Engineer's instruction under Sub-Clause 8.9 (Employer's Suspension) and / or from resuming the work under Sub-Clause 8.13 (Resumption of Work), the Contractor shall not be entitled to claim for additional costs. However, the Contractor may be entitled to an extension of time (EOT) under Sub-Clause 8.5 [Extension of Time for Completion], provided that the Contractor has followed the procedures set out in Sub-Clause 20.2."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Sub-Clause 11.7<br/>Right of Access</b>                               | <p>In the second paragraph, "Whenever the Contractor intends to access any part of the Works during the relevant DNP:" is replaced with:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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| <b>after Taking Over</b>                               | “Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Sub-Clause 12.2 Method of Measurement</b>           | The following paragraph is added at the end of the Sub-Clause:<br>“Summary of measured quantity for payment shall be delineated item-wise under four heads namely; “BoQ Quantity”, “Quantity Executed To-date”, “Quantity Certified Previously” and “Net Quantity Executed under this Certificate”.                                                                                                                                                                                                                                                                                                                    |
| <b>Sub-Clause 12.3 Valuation of the Works</b>          | In Sub Paragraph (b) (i), “10%” is replaced with “25%”<br>In Sub Paragraph (b) (ii), “0.01% of the Accepted Contract Amount” is replaced with “1% of the Accepted Contract Amount”<br>In Sub Paragraph (b) (iii), “1%” is replaced with “3%”                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sub-Clause 13.3.1 Variation by Instruction</b>      | Subparagraph 13.3.1 (a) is replaced with:<br>“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;”                                                                                                                                                                                                                                                                                                                                |
| <b>Sub-Clause 13.4 Provisional Sums</b>                | The following is inserted as the penultimate paragraph:<br>“The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”                                                                                                               |
| <b>Sub-Clause 13.6 Adjustments for Changes in Laws</b> | The following paragraph is added at the end of the Sub-Clause:<br>“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<br>[Adjustments for Changes in Cost].”                                                                              |
| <b>Sub-Clause 14.1 The Contract Price</b>              | The following is added at the end of the Sub-Clause:<br>“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be |

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|                                                                              | payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.” |
| <b>Sub-Clause 14.2.1<br/>Advance<br/>Payment<br/>Guarantee</b>               | The first paragraph is replaced with:<br>“The Contractor shall obtain (at the Contractor’s cost) an Unconditional Irrevocable Advance Payment Guarantee in amounts and currencies equal to the advance payment as mentioned in Contract Data, 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 based on the sample form annexed to the Particular Conditions (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sub-Clause 14.3<br/>Application for<br/>Interim Payment</b>               | The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i> : “any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance / Adjudication Agreement).”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Sub-Clause 14.5<br/>Plant and<br/>Material intended<br/>for the Works</b> | In the last paragraph of Sub-Clause 14.5, the words “eighty percent (80%)” are substituted by “sixty percent (60%)”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Sub-Clause 14.6.2<br/>Withholding<br/>(amounts in) an</b>                 | “and/or” from subparagraph (b) is deleted.<br>The following is then added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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

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| <b>Sub-Clause 14.9<br/>Release of<br/>Retention Money</b> | <p>The following is added at the end of Sub-Clause 14.9:</p> <p>“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled, subject to the approval of the Employer, 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. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p> |
| <b>Sub-Clause 14.15<br/>Currencies of<br/>Payment</b>     | <p>Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Sub-Clause 15.1<br/>Notice to Correct</b>              | <p>“and” is deleted from (b) and<br/>“.” is replaced by: “; and” in (c).<br/>The following is then added as (d):<br/>“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”<br/>In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”.<br/>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).”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Sub-Clause 15.2.1<br/>Notice</b>                       | <p>Sub-paragraph (h) is replaced with:<br/>“based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 1.16 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Sub-Clause 15.4<br/>Payment after<br/>Termination</b>  | <p>The following text is added at the end of this Sub-Clause:<br/>“The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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|                                                                                     | outstanding payments to the Subcontractors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>The following new Sub-Clause 15.8 is added at the end after Sub-Clause 15.7:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Sub-Clause 15.8<br/>Fraud and<br/>Corruption</b>                                 | <p>The following new Sub-Clause is added:</p> <p>“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.</p> <p>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.”</p>                                                                                    |
| <b>Sub-Clause 16.1<br/>Suspension by<br/>Contractor</b>                             | <p>The following paragraph is inserted after the first paragraph:</p> <p>“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, 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.”</p>                                                                                                                                                                                                                      |
| <b>Sub-Clause 16.2.1<br/>Notice</b>                                                 | <p>Sub-paragraph (f) is replaced with:</p> <p>“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [<i>Commencement of Works</i>] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”</p> <p>At the end of sub-paragraph (i): “; or” is replaced with: “.”</p> <p>Sub-paragraph (j) is deleted in its entirety.</p>                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Sub-Clause 16.2.2<br/>Termination</b>                                            | <p>The following is added at the end of Sub-Clause 16.2.2:</p> <p>“In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”</p> |

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| <b>Sub-Clause 17.1<br/>Responsibility for<br/>Care of the<br/>Works</b>                         | On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>The following New Sub-Clause is added as Sub-Clause 17.7 at the end after Sub-Cuse 17.6:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Sub-Clause 17.7<br/>Use of<br/>Employer’s<br/>Accommodation /<br/>Facilities</b>             | <p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of handover to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).</p> <p>If any loss or damage happens to any of the above items while 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.”</p> |
| <b>Sub-Clause 18.1<br/>Exceptional<br/>Events</b>                                               | <p>Sub-paragraph (c) is substituted with:</p> <p>“(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Sub-Clause 18.4<br/>Consequences of<br/>an Exceptional<br/>Event</b>                         | <p>The following is added at the end of sub-paragraph (b) after deleting the “.”:</p> <p>“, 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].”</p>                                                                                                                                                                                                                                                                                                                                     |
| <b>Sub-Clause 18.5<br/>Optional<br/>Termination</b>                                             | In sub-paragraph (c), “and necessarily” is inserted after “was reasonably”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Sub-Clause 19.1<br/>General<br/>Requirements</b>                                             | <p>The following paragraphs are added after the first paragraph:</p> <p>“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.</p> <p>This agreement of terms shall take precedence over the provisions of this Clause.”</p>                                                                                                                                                                                                                                                                    |
| <b>Sub-Clause 19.2<br/>insurance to be<br/>provided<br/>by the Contractor</b>                   | <p>The following is inserted as the first sentence in Sub-Clause 19.2:</p> <p>“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.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Sub-Clause 19.2.5<br/>Injury to</b>                                                          | <p>The second paragraph is replaced with:</p> <p>“The Employer and the Engineer shall also be indemnified under the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| <b>Employees</b>                                                                 | policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."                                                                                            |
| <b>Sub-Clause 20.1 Claims</b>                                                    | In a): "any additional payment" is replaced with "payment".                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Sub-Clause 20.2 Claims for Payment and / or EOT</b>                           | The first paragraph is replaced with:<br>"If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:"                                                                                                                                                                                                                                                                                                                                                 |
| <b>Sub-Clause 21.1 Constitution of the DAAB</b>                                  | In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix - General Conditions of Dispute Avoidance/ Adjudication Agreement."<br>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."                                                    |
| <b>Sub-Clause 21.2 Failure to Appoint DAAB Member (s)</b>                        | For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [ <i>Constitution of the DAAB</i> ]" is replaced with: "within 84 days from the date the Contract is signed by both Parties"                                                                                                                                                                                                                                                                                                    |
| <b>Sub-Clause 21.6 Arbitration</b>                                               | In the first paragraph, delete starting from: "international arbitration" up to the end of (c), and replace with the following:<br>"arbitration. Arbitration shall be conducted as follows:<br>(a) PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive.<br>(b) The place of Arbitration shall be in the Employer's country: Quetta, Pakistan<br>(c) The Arbitration shall be conducted in the Ruling Language as defined in Sub-Clause 1.4 [Law and Language]. |
| <b>Appendix - General Conditions of Dispute Avoidance/Adjudication Agreement</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>1. Definitions</b>                                                            | 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".                                                                                                                                                                                                                                                                                                                              |
| <b>2. General Provisions</b>                                                     | Sub-Clause 2.2 is deleted in its entirety.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>3. Warranties</b>                                                             | Sub-Clause 3.3 is deleted and replaced with the following:<br>"When appointing the DAAB Member, each Party relies on the DAAB Member's representations, that he/she;<br>a) has at least a bachelor's degree in relevant disciplines such as law, engineering, construction management or contract                                                                                                                                                                                                                   |

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|                                                 | <p>management;</p> <p>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;</p> <p>c) has received formal training as an adjudicator from an internationally recognized organization;</p> <p>d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;</p> <p>e) has experience in the interpretation of construction and/or engineering contract documents;</p> <p>f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and</p> <p>g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."</p> |
| <b>7. Confidentiality</b>                       | <p>In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b),<br/>         "." at the end of sub-paragraph (c) is replaced with ", or"<br/>         and the following sub-paragraph (d) is added:<br/>         "(d) is being provided to the Bank."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>9. Fees and Expenses</b>                     | <p>In Sub-Clause 9.1 (c): "business class or equivalent" is replaced with:<br/>         "in less than first class".</p> <p>In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences respectively.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| The following Clauses are added after Clause 21 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Sub Clause 22<br/>Custom Duty</b>            | Custom duty to be borne by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Sub Clause 23<br/>Taxes</b>                  | The Contractor, Nominated Subcontractors, Nominated Suppliers and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract including Services/Sales Tax by Provincial Government as per the applicable Law of Pakistan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Sub Clause 24<br/>Integrity Pact</b>         | <p>If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to:</p> <p>(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants;</p> <p>(b) terminate the Contract; and</p> <p>(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt</p>                                                                                                                                                                                                                                                            |

|  |                                                                                                                                                                                                                                                                                                                                                                                                    |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>business practices of the Contractor or any of his Subcontractors, agent or servants.</p> <p>The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause.</p> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Part C – Corrupt and Fraudulent Practices**

### **Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

#### **“Fraud and Corruption:**

- 1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank financed contracts. In pursuance of this policy, 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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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:
      - (aa) 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
      - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16 (c) below.
  - (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:
    - (i) to be awarded a Bank-financed contract; and
    - (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
  - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect 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."

## **Part D – Environmental and Social (ES)**

### **Metrics for Progress Reports**

Metrics for regular reporting:

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

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

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

## **Section X**

# **Contract Forms**

**Section X**  
**Contract Forms**

**Table of Forms**

|                          |     |
|--------------------------|-----|
| Notification of Award    | 147 |
| Contract Agreement       | 148 |
| Performance Security     | 149 |
| Advance Payment Security | 150 |
| Retention Money Security | 151 |

**Notification of Award**  
**LETTER OF ACCEPTANCE**

*[letterhead paper of the Employer]*

*[date]*

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

**Subject:** *[Insert Name of Project]*

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 the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose Performance Security Form included in Section IX, Contract Forms, of the Bidding Documents.

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.

- (i) the Letter of Acceptance;
- (ii) the Letter of Bid;
- (iii) the addenda Nos \_\_\_\_\_ (if any);
- (iv) the Particular Conditions;
- (v) the General Conditions;
- (vi) the Specification;
- (vii) the Drawings; and
- (viii) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
  - a. the ES Management Strategies and Implementation Plans; and
  - b. Code of Conduct for Contractor’s Personnel (ES).

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the

Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

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

**Performance Security**  
*[Bank / Insurance Guarantee]*

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

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

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

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

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 \_\_\_\_\_ (*in words*), 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 \_\_\_\_\_, 202\_\_ and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

## Advance Payment Security

*[Demand Guarantee]*

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

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

ADVANCE PAYMENT GUARANTEE No.: \_\_\_\_\_

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

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 \_\_\_\_\_ (*in words*) is to be made against an advance payment guarantee.

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

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

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

## **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] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as 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 \_\_\_\_\_, 20\_\_\_\_ 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)]