

Procurement of Works

BIDDING DOCUMENT

For Procurement Of

Procurement of Small work for the Conservation, Preservation, Restoration, and Development work at Jamrud Fort District, Khyber

NATIONAL COMPETITIVE BIDDING

Issued on: 03-07-2026

Credit No. IDA-62700

Project: Khyber Pass Economic Corridor (KPEC)

Contract title: Procurement of Small work for the Conservation, Preservation,
Restoration, and Development work at Jamrud Fort District, Khyber

NCB No.: PK-KP SDU-558553-CW-RFB

Employer: Project Management Unit (KPEC) Planning & Development Department,
Khyber Pakhtunkhwa

Country: Pakistan

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Section 1. Instructions to Bidders (ITB)

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the opening, and evaluation of bids and on the award of contract.

A. General	
1. Scope of Bid	1.1 In connection with the Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section 5, Works' Requirements. The name, identification, and number of lots (contracts) of this RFB are specified in the BDS. 1.2 Throughout this bidding document: (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; (c) “Day” means calendar day, unless otherwise specified as a “Business Day”. A Business Day is any day that is a working day of the Borrower. It excludes the Borrower's official public holidays; (d) “ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) as well as Health and Safety; it is thus expressed either by “ES” or “ESHS”, a non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct for Contractor's Personnel (ES) Form in Section 4.]; (e) “Sexual Exploitation and Abuse” “(SEA)” means the following: “Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; “Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; (f) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel; (g) “Contractor's Personnel” is as defined in Sub-Clause 1.1.17 of the General Conditions of Contract; and (h) “Employer's personnel” is as defined in Sub-Clause 1.1.33 of the General Conditions of Contract.
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 Bank, as specified in the BDS, (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document are issued.

	2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. Fraud and Corruption	3.1 the Bank requires compliance with the Bank's Anti-Corruption Guidelines / Policy (as amended from time to time) and its prevailing sanctions policies and procedures as set forth in Part C under Section 7 which may be updated from time to time.
	3.2 Accordingly, in pursuance of above, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank as appropriate.
4. Eligible Bidders	4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
	4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as the Engineer for the Contract management / administration; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

	(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 (i) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank, throughout the procurement process and execution of the Contract.
	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 and ITB 52. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion shall also apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
	4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in Part C under Section 7, shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address of the Bank specified in the BDS, website address of the authority, listing the firms that have been debarred for Corrupt and Fraudulent practices, is provided in the BDS.
	4.6 Bidders that are state-owned enterprises or institutions in Pakistan may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
	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 under ITB 52 and (a) as a matter of law or official regulations, Pakistan prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Pakistan prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
	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 may have their origin in any country in accordance with ITB 52; subject to the restrictions specified in Section 7 under Special Provisions as New Clause 22 "Eligible Countries" of the conditions of contract, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
B. Contents of Bidding Document	
6. Sections of Bidding Document	6.1 The bidding document consist of Parts I, II, and III, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8. PART I Bidding Procedures • Section 1 - Instructions to Bidders (ITB) • Section 2 - Bid Data Sheet (BDS) • Section 3 - Evaluation and Qualification Criteria (EQC) • Section 4 - Bidding Forms (BDF) PART II Works' Requirements • Section 5 - Works' Requirements (WRQ) PART III Conditions of Contract and Contract Forms • Section 6 - General Conditions of Contract (GCC) • Section 7 - Particular Conditions of Contract (PCC) • Section 8 - Contract Forms (COF)
	6.2 The Request for Bids (RFB) issued by the Employer is not part of this 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,	7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified in the BDS or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such

Site Visit, Pre-Bid Meeting	request is received prior to the deadline for submission of Bids within a period specified in the BDS . 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 three Business Days 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 prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.
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 in no case 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 English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise the following: (a) Letter of Bid prepared in accordance with ITB 12; (b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14; (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; (d) Alternative Bid, if permissible, in accordance with ITB 13; (e) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; (f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (g) Conformity: a technical proposal in accordance with ITB 16; and (h) any other document required in the BDS.
	11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
	11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. Letters 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 4, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1 Unless otherwise specified in the BDS , alternative Bids shall not be considered.
	13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS , and the method of evaluating different alternative times for completion will be described in Section 3, Evaluation and Qualification Criteria.
	13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all

	information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
	13.4 When specified in the BDS , Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 5, Works' Requirements. The method for their evaluation will be stipulated in Section 3, Evaluation and Qualification Criteria.
14. Bid Prices and Discounts	14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.
	14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
	14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
	14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
	14.5 Unless otherwise provided in the BDS , and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Cost Indexation, only under Table B of Adjustment Data in Foreign Currency (applicable in WB and ADB funding only) in Section 4, Bidding Forms, and the Employer may require the Bidder to justify its proposed indices and weightings. Whereas, under Table A of Adjustment Data in Local Currency the Employer shall fill in the indices and weightings for the price adjustment formulae in the Schedule of Cost Indexation; in accordance with PEC "Standard Procedure and Formula for Price Adjustment – 2022 and Clauses GCC 1.1.4 and GCC 13.7 of the applicable FIDIC conditions of contract 2017, reprint November 2022 (effective as of 1st January 2023).
	14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. However, discounts that are conditional on the award of more than one lot, or any cross discount, will not be considered for bid evaluation purpose.
	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 Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the Work's Requirements and the completion time.
17. Documents Establishing the Eligibility and Qualifications of the Bidder	17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section 4, Bidding Forms.
	17.2 In accordance with Section 3, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section 4, Bidding Forms.
	17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
18. Period of Validity of Bids	18.1 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS , or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
	18.2 In exceptional circumstances, prior to the date of expiry of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
	18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows: (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS ; (b) in the case of adjustable price contracts, no adjustment shall be made; or (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
19. Bid Security / Bid-Securing Declaration	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 4, Bidding Forms. 19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option: (a) an unconditional guarantee issued by a bank; (b) an unconditional guarantee issued by a non-bank financial institution (such as an insurance company of AA rating); (c) an irrevocable letter of credit; (d) a cashier's or certified check; or (e) another security specified in the BDS, If the unconditional guarantee is issued by a financial institution located outside Pakistan, it shall be counter-guaranteed by a correspondent financial institution located in Pakistan, for being encashable in Pakistan. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2. 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 pursuant to ITB 48. 19.7 The Bid Security may be forfeited, or Bid Securing Declaration executed: (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 extension thereto 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 constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be
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	in the names of all future members as named in the letter of intent mentioned 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 as 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” 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 that shall be attached to the Bid.
	20.5 Any interlineations, 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 All inner and outer envelopes, shall: (a) bear the name and address of the Bidder; (b) be addressed to the Employer in accordance with ITB 22.1; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date(s) 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 withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, “MODIFICATION”; and (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

	24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid 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, the written notice of withdrawal in the envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
	25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
	25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. 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 At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
	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) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and (d) if applicable, any Alternative Bid.

	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 Preliminary examination of the Bids shall be carried out to identify bids that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding Document. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

	(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or (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 5, 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, for comparison purposes only. The adjustment shall be made using the method indicated in Section 3, Evaluation and Qualification Criteria.
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) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
32. Conversion to Single Currency	32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

33. Margin of Preference	33.1 Unless otherwise specified in the BDS , a margin of preference for domestic Bidders ¹ 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 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. 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
35. Evaluation of Bids	35.1 The Employer shall use the criteria and methodologies listed in Section 3, Evaluation and Qualification Criteria. 35.2 To evaluate the Bid, the Employer shall consider the following: (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4, subject to ITB 14.6; (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 are specified in Section 3, Evaluation and Qualification Criteria. 35.3 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. 35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section 3, Evaluation and Qualification Criteria.
36. Comparison of Bids	36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35 to determine the Bid that has the lowest evaluated cost.

37. Abnormally Low Bids	37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid price. 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 correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. 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 deliver the contract for the offered tender price, the Employer shall reject the Bid.
38. Unbalanced or Front Loaded Bids	38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document. 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 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 Bidders that have submitted substantially responsive Bid meet the eligibility and qualification criteria specified in Section 3, 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 different from the Bidder. 39.3 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 If a Bidder does not meet the qualifying criteria specified in Section 3, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. 39.5 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 Having determined qualifications of the bidder, 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: (a) substantially responsive to the bidding document; and (b) having the lowest evaluated price.
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 the number of days, as specified in the BDS, unless extended under the applicable regulation, as specified in the BDS. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the WB.
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 as specified in ITB 40.
45. Notification of Award	45.1 Prior to the expiration 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 Pakistan, 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 their 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 additional information on its beneficial ownership. The additional information on

	beneficial ownership, if so specified in the BDS , shall be submitted within eight (8) Business Days of receiving this request.
	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 General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Form included in Section 8, Contract Forms, or another form acceptable to the Employer. The Performance Security shall be issued by a reputable bank selected by the successful Bidder. If the Performance Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan. In case if the Bidder is a Joint Venture (JV), the Performance Security shall be in the name of the JV. The Performance Security in the name of any JV partner or submitted by any JV partner on behalf of the entire JV, Consortium or Association shall not be acceptable. The Performance Security must remain valid until the issue of the Performance Certificate, or such other period as stated in the Particular Conditions of Contract. The Performance Security with insufficient validity shall not be acceptable. 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 to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
49. Adjudicator	49.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator, at the hourly fee specified in the BDS , plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Letter of Bid and submit its own proposal. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 21.2 of the General Conditions of Contract (GCC), to appoint the Adjudicator.
50. Procurement Related Complaint	50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS .
51. Integrity Pact	51.1 The Bidder shall sign and affix seal on the Integrity Pact included in Section 4, Bidding Forms, for all procurement contracts worth PKR ten million or more. Failure to provide the Integrity Pact, signed by the person authorized in accordance with ITB 20.3, in the Bid may cause rejection of Bid; unless otherwise rectified under ITB 30.2.
52. Eligible Countries	52.1 The Eligible Countries for Bidders and the Eligible Countries for 'Materials, Equipment and Services' are as specified in the BDS .

Section 2. Bid Data Sheet (BDS)

This Section includes data provisions that are specific to any procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those under ITB.

A. General			
ITB 1.1	The reference number of the Request for Bids (RFB) is: PK-KP SDU-558553-CW-RFB The Employer is: Khyber Pass Economic Corridor (KPEC) Planning & Development Department Govt of Khyber Pakhtunkhwa. The name of the RFB is: Procurement of Small work for the Conservation, Preservation, Restoration, and Development work at Jamrud Fort District, Khyber including the following lots. <table border="1"> <tr> <td>Lot -</td> <td>Conservation, Preservation, Restoration, and Development Works at Jamrud Fort, Establishment of Sikh Gallery, Information Desk, Public Washrooms, Sewerage System & Making of Lawns, Green Belts, Plantation of Trees & Equipment at Jamrud Fort, Development of Water Supply & Drainage System at Jamrud Fort, Supply and Installation of Aluminum Showcases for Display of Artifacts at Jamrud Fort, Archaeological Excavation Work at Jamrud Fort</td> </tr> </table>	Lot -	Conservation, Preservation, Restoration, and Development Works at Jamrud Fort, Establishment of Sikh Gallery, Information Desk, Public Washrooms, Sewerage System & Making of Lawns, Green Belts, Plantation of Trees & Equipment at Jamrud Fort, Development of Water Supply & Drainage System at Jamrud Fort, Supply and Installation of Aluminum Showcases for Display of Artifacts at Jamrud Fort, Archaeological Excavation Work at Jamrud Fort
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ITB 2.1	The Borrower is: Islamic Republic of Pakistan. Name of the Bank: IDA World Bank Loan or Financing Agreement amount: : US \$ 479.94 Million The name of the Project is: Khyber Pass Economic Corridor (KPEC), Planning & Development Department Govt of Khyber Pakhtunkhwa.		
ITB 3.1	The Bank requires compliance with the Bank's Anti-Corruption Guidelines / Policy (as amended from time to time) and its prevailing sanctions policies and procedures as set forth in Part C under Section 7 which may be updated from time to time.		
ITB 4.1	Maximum number of members in the JV shall be: Two (02).		
ITB 4.5	The list of debarred firms and individuals is available on the following website: http://www.worldbank.org/debarr		

B. Contents of Bidding Document	
ITB 7.1	For <u>Clarification of Bid purposes</u> only, the Employer's address is: Attention: Procurement Specialist Address: PMU, KPEC, 21/E Mulberry Road, University Town, Peshawar, Khyber Pakhtunkhwa Country: Islamic Republic of Pakistan Zip Code: 25000 Telephone: +92-91-9216005 Electronic mail address: procoff.kpec@gmail.com Requests for clarification should be received by the Employer no later than: 07 days before the Bid submission date.
ITB 7.4	A Pre-Bid meeting <i>shall</i> take place at the following date, time and place: Date: 14 July 2026 Time: 11:30 am Place: Directorate General of Archaeology and Museum, Govt of Khyber Pakhtunkhwa, Peshawar Museum, Engineering Wing, Peshawar Cantt, Peshawar
ITB 7.6	Web page: website for publishing Minutes of Pre-Bid Meeting • https://kpec.org.pk • https://directorate_of_archaeology_museums.kp.gov.pk • https://www.kite.kptourism.com
C. Preparation of Bids	
ITB 10.1	Bidders are required to submit supporting documents and forms that are part of the bid in the English language. If the supporting documents and forms are in other language, then the bidder shall submit accurate certified translation of the relevant supporting documents and forms in the English language duly attested by the notary public of the Bidder's country or similar legal instrument of authorization as applicable under the laws of the bidder's home country, (specifying the authority for such attestation as per law of the country). Certification by the Foreign Office of the Bidder's country will also be acceptable. In case of discrepancies between the original version and the translation, the original version shall prevail. Lack of certified / notarized translation may lead to rejection of the bid.
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its Bid: • Integrity Pact properly signed, as required under ITB 51 (form is provided in Section 4); • JV agreement as per ITB 11.2 in case of JV; • Bill of Quantities (BoQs). • Activity Schedule. • Methodology and Approach. • Material Testing Reports (where applicable).

	- Professional profiles/CVs highlighting the specific experience of the Individual HR required for the assignment. Management Strategies and Implementation Plans (MSIP) to manage the Environment, Social, Health and Safety risks: - Environment Management Plan (Technical) to control pollution due to working machinery and disposal of sewage etc. - Respectful Work Environment Plan (Social) and Sexual Exploitation, and Abuse (SEA) prevention and response action Plan. - Health Management Plan against diseases and epidemics and - Code of Conduct for Contractor's Personnel. - Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's obligations under the Contract. The Bidder shall use for this purpose the relevant Code of Conduct form provided in Section 4. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.
ITB 12.1	The units and rates in figures entered into the Bill of Quantities and Day work Schedule shall be typewritten or if written by hand, must be in print form. Bill of Quantities and Day work Schedule not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not Be considered.
ITB 13.2	Alternative times for completion shall not be permitted
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: none
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: PKR However, a Bidder expecting to incur some expenditures in other currencies for importing materials / services from outside Pakistan and wishing to be paid accordingly, shall insert respective amounts in foreign currencies, subject to ITB 15.2, in Schedule of Payment Currencies under Section 4, Bidding Forms.
ITB 18.1	The Bid shall be valid until: 120 days after bid submission.
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): The Contract Price shall be adjusted by the percentage change in the Consumer Price Index (CPI) (General) published by the Pakistan Bureau of Statistics between the month of the deadline for submission of bids and the month immediately preceding the date of Contract Award. The adjustment shall apply only where the award is delayed by more than fifty-six (56) days beyond the expiry of the Bid Validity due to reasons attributable to the Employer. Such adjustment shall be made only once at the time of Contract Award. No price adjustment shall apply during contract execution.

ITB 19.1	A Bid Security “shall be” required. The Bidder shall furnish a bid security in the form of Unconditional Bank Guarantee issued by a scheduled bank of Pakistan or CDR in favor of Project Director Project Management Unit, (PMU) Khyber Pass Economic Corridor (KPEC) Planning & Development Department Govt. of Khyber Pakhtunkhwa. The amount and currency of the Bid Security shall be PKR 500,000/- separately for each lot.
ITB 19.3 (d)	Other forms of acceptable securities: None
ITB 19.3	Subject to the succeeding sentences, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as nonresponsive.
ITB 19.9	Not applicable
ITB 20.1	In addition to the original of the Bid, the number of copies is: One Additionally, the Bidder shall submit a soft copy of complete Bid in USB containing i) a scanned copy of the complete original bid in PDF Format, and ii) filled Price Schedules in MS Excel Format. This should be enclosed in the sealed envelope containing the Original Bid. In case of discrepancy between the original bid and soft copy, the original bid shall prevail. The submission of soft copy shall not constitute an electronic bid submission, and failure to submit the soft copy with the original bid shall not lead to rejection.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Name of Authorize Person: _____ Designation of Authorized Person: _____ CNIC No: _____ Phone No: _____ Email Address: _____ Authority Letter: _____
D. Submission and Opening of Bids	
ITB 22.1	For Bid submission purposes only, the Employer’s address is: Attention: Procurement Specialist, PMU-KPEC Address: Directorate General of Archaeology and Museum, Govt of Khyber Pakhtunkhwa, Peshawar Museum, Engineering Wing, Peshawar Cantt, Peshawar. City: Peshawar, Khyber Pakhtunkhwa Country: Pakistan The deadline for Bid submission is: Date: 23 July 2026 Time: 1400 hrs. Bidders “shall not” have the option of submitting their Bids electronically.
ITB 22.1	Bidders shall not have the option of submitting their Bids electronically.
ITB 25.1	The Bid opening shall take place at:

	Address: Directorate General of Archaeology and Museum, Govt of Khyber Pakhtunkhwa, Peshawar Museum, Engineering Wing, Peshawar Cantt, Peshawar. Room number: Engineering Wing City: Peshawar, Khyber Pakhtunkhwa Country: Pakistan Date: 23 July 2026 Time: 1430 hrs.
ITB 25.1	Bidders “shall not” have the option of submitting their bids electronically.
ITB 25.6	The Letter of Bid and priced Bill of Quantities shall be initialed by 3 representatives of the Employer conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 32.1	In case any bidder inserts some amounts in foreign currencies, as specified under BDS 15.1, in Schedule of Payment Currencies under Section 4, Bidding Forms: The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all amounts in the Bid prices expressed in various currencies into a single currency is: PKR The source of selling exchange rate shall be: State Bank of Pakistan The date for the selling exchange rate shall be: Twenty-eight (28) days prior to the deadline for submission of bids, if and as extended.
ITB 33.1	A margin of domestic preference shall not apply.
ITB 34.1	At this time the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 34.2	Not Applicable
ITB 34.3	Not Applicable
ITB 42.1	The Standstill period, unless otherwise extended, shall be: Ten Business Days (in accordance with para 5.79 of its Procurement Regulations for IPF Borrowers, 2023 The Standstill period may be extended, in accordance with Paragraph 5.82 of its Procurement Regulations for IPF Borrowers, 2023.

F. Award of Contract	
ITB 47.1	The successful Bidder shall submit: “Beneficial Ownership Disclosure Form”
ITB 48.1 and 48.2	The performance security shall be 10% of the accepted contract amount in the form of an irrevocable, unconditional Bank Guaranties issued by a schedule Bank of Pakistan • Successful Bidder shall submit (Seven) 7% of the Accepted Contract Amount as Performance Security in the shape of Bank Guarantee on Performance Security Forms included in Section X. • Successful Bidder shall submit (Three) 3% 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.
ITB 49.1	The Employer and the successful bidder shall decide the name, designation and hourly fee for the proposed Adjudicator mutually at the time of signing of contract.
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed: Under Annex III of Procurement Regulations for IPF Borrowers; If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following the relevant procedures, <u>In Writing</u> (by the quickest means available, such as by email or fax), to: For the attention: Mr. Imran Zahoor Title/position: Project Director Employer: Project Director, PMU, KPEC, Planning & Development Department Govt of Khyber Pakhtunkhwa Email address: imran.zahoor.gov@gmail.com Tel No. +92 91 9216005 In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents, subject to ITB 7; and 2. the Employer’s decision to exclude a Bidder from the procurement process, under ITB 43.1.
ITB 52.1	For Bidders: Excepting the countries upon which international sanctions are imposed, and Pakistan prohibits commercial relations (as a matter of law or official regulation) with any or does not recognize any including <i>Israel and India</i>. For Materials, Equipment and Services: Subject to Special Provisions as made under Sub-Clauses 5.1 [Subcontractors], 6.1 [Engagement of Staff and Labour] and 7.1 [Manner of Execution], in the conditions of contract under Section 7:

	All Goods and Related Services to be supplied under the Contract, shall have their country of origin in eligible source countries which are same as for Bidders, and all expenditures under the Contract will be limited to such Goods and Related Services. For purposes of this clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance. The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
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Section 3. Evaluation and Qualification Criteria (EQC)

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

Technical Evaluation

1.1 Adequacy of Technical Proposal

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

1.2 Alternative Technical Solutions for specified parts of Works: N/A

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

1.3 Subcontractors: N/A

If permitted under ITB 34, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder. However, other Subcontractors proposed by the Bidder shall be eligible and fully qualified for their parts of the Works.

2 Eligibility and Qualification Criteria

Pursuant to ITB 39.1, the Employer shall assess each Bid against the following Eligibility and Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's eligibility and qualifications.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4, subject to ITB 52	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 Pakistan	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2, with attachments
1.5	United Nations resolution or Pakistan law	Not having been excluded as a result of prohibition in the Pakistan laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2, with attachments

Section 3. Evaluation and Qualification Criteria (EQC)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
1.6	Registration with Pakistan Engineering Council (PEC)	In required category and specialization C5 and above with BC02, EE05, as per PEC Work's Byelaws, 1987; Law of Pakistan.	Must meet requirement	Must meet requirement	must meet requirement as per its working JV share	N/A	Forms ELI - 1.1 and 1.2, with attachments

Section 3. Evaluation and Qualification Criteria (EQC)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1st January 2020.	Must meet requirement ^{1 and 2}	Must meet requirements	Must meet requirement ²	N/A	Form CON - 1
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder’s financial position and prospective long-term profitability sound according to criteria established in 3.1 (c) below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON - 1

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

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

Section 3. Evaluation and Qualification Criteria (EQC)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1st January 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON - 1
2.5	Declaration: ES past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of ES (including Sexual Exploitation and Abuse) contractual obligations in the past three years. ⁴	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON - 3 (ES Performance Declaration)
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid, Form CON - 4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder	Must meet requirement	N/A	Must meet requirement proposed by the	N/A	Letter of Bid, Form CON - 4

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

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

Section 3. Evaluation and Qualification Criteria (EQC)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.			Bidder)		
Financial Situation and Performance							
3.1 (a)	Financial Capabilities (Availability of Financial Resources)	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as PKR 50 million for the subject contract(s) net of the Bidder's other commitments.	Must meet requirement	Must meet Requirement	Must meet 30% of the Requirement	Must meet 70% of the Requirement	Form FIN - 3.1(a), with attachments

Section 3. Evaluation and Qualification Criteria (EQC)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
3.1 (b)	Financial Capabilities (Current Contract Commitments / Financial Resources Requirement)	The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	Must meet 30% of the requirement	Must meet 70% of the Requirement	Form FIN - 3.1(b), with attachments
3.1 (c)	Financial Capabilities (Historical Financial Performance)	The audited balance sheets or, if not required by the laws of the Bidder's Country, other financial statements acceptable to the Employer, for the last three years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN - 3.1(c), with attachments
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of PKR 30 million calculated as total certified payments received for contracts in progress and/or completed within the last three years, divided by three years.	Must meet requirement	N/A	Must meet 30%, of the requirement	Must meet 70 %, of the requirement	Form FIN - 3.2

Section 3. Evaluation and Qualification Criteria (EQC)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
Experience							
4.1	General Construction Experience	Experience under construction contract of same value in local currency as defined below: PKR 25 million. Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>Five</i> years, starting 1st January 2020.	Must meet requirement	————	Must meet requirement	N/A	Form EXP - 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of three similar contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management	Must meet requirements	Must meet requirement ⁷	N/A	Must meet requirements	Form EXP - 4.2(a)

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

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

⁷ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining

Section 3. Evaluation and Qualification Criteria (EQC)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		contractor or sub-contractor⁶ between 1st July 2020 and bid submission deadline is mandatory. The required experience criteria shall be as follow: (i) The bidder must have completed successfully three contracts related to conservation preservation and restoration and development works of heritage side each of minimum value PKR 20 million for each lot. The similarity of each contract shall be based on Section VII scope of work specifies the minimum requirement.					
4.2 (b)	Construction Experience in Key Activities	For the above and any other contracts completed and under implementation as prime contractor, joint venture member, or sub-contractor during the period stipulated in	Must meet requirements	Must meet requirements	N/A	Must meet requirements	Form EXP - 4.2(b)

whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Section 3. Evaluation and Qualification Criteria (EQC)

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		4.2 (a) above. a minimum construction experience in the following key activities successfully completed ⁸ • Conservation • Preservation, restoration • Development works					
4.2 (c)	Specific Experience in Managing Environmental, Social, Health, and Safety (ESHS) or ES Aspects	For contracts substantially completed and under implementation at least two number of contract shall be provided by the bidder that ensure E&S management compliance and risk mitigation. (should provide certificates from clients)	Must meet requirements	—	Must meet requirements:	N/A	Form EXP - 4.2(c)

⁸ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. However, Key activities criterion for *Specialized Subcontractor* should only test its's experience in performing highly specialized construction activities (e.g. tunneling, dredging and bridge construction) rather than achievement of specified production rates of common activities.

3. Key Personnel*

Key Personnel

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

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

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel.

Key Personnel

S#	Position	Minimum Qualification	Total Work Experience [years]	Experience in Similar Work [years]	No of Positions Required for Each Lot
1	Project Manager (Civil Engineer)	BE (Civil Engineering)	15	10	1
2	Material Engineer	BE (Civil Engineering) / Geological or equivalent	15	10	1
3	Manager QA/ QC (Batch Plant)	BE (Civil Engineering) or Equivalent / M.Sc.(Geology)	10	5	1
4	Planning Engineer / Primavera Expert	BE (Civil Engineering) or equivalent	7	3	1
5	Site Engineer	BE (Civil Engineering) or equivalent Professional Qualification	5	3	6
6	Surveyor	DAE (Civil Engineering)	5	3	6
7	Archaeologist	Master (Archaeology)	15	10	2
8	Environment & Social Expert	Master (Environmental / Social Sciences or equivalent)	10	5	1

4. Equipment*

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

S#	Equipment Type and Characteristics	Capacity	No of Machinery Required for Each Lot
1	Concrete Batching Plant (30 Cu.m/hr Cap.)	(30 cuM/hr Cap.)	01
2	Scaffoldings	Standard	30,000 Rft
3	Lifter	10 Tons	05
4	Water Bowser	250 HP	05

5	Concrete Mixers	2-4 Bags	08
6	Formwork		10,000 SM

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

* Noncompliance with equipment and key personnel requirements described in Section 5, Works' Requirements, shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

5. Multiple Contracts:

This section describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified in the Matrix Table under Sub-Section 2 Qualification Criteria [under sub-factors 3.1(a), 3.1 (b), 3.2, 4.2(a) and 4.2(b). The following will applied in case of multiple contracts:

Bids shall be evaluated and qualified separately for each Lot. A Bidder submitting Bids for more than one Lot shall be required to meet the qualification requirements specified under Sub-Section 2 – Qualification Criteria for each Lot for which it has submitted a Bid.

Qualification for one Lot shall not constitute qualification for any other Lot. The Bidder shall independently satisfy the requirements for financial capability, average annual construction turnover, general construction experience, specific construction and contract management experience, and key construction activities for each Lot.

Where a Bidder is determined to be the lowest evaluated substantially responsive Bidder for more than one Lot, the Employer shall, prior to award, verify that the Bidder has sufficient financial resources, personnel, equipment, and overall capacity to successfully execute all such Lots concurrently. The Employer may award one or more Lots to the Bidder only where it is satisfied that the Bidder has demonstrated the capability and resources necessary to perform all the proposed contracts simultaneously.

Financial Evaluation

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

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

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply (to determine the Most Advantageous Bid):

.....

1.1 Margin of Preference: N/A

1.2 Multiple Contracts:

Pursuant to ITB 35.4, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

1.3 Alternative Completion Time: Not Applicable.

1.4 Alternative Technical Solutions for specified parts of the Works: Not Applicable

1.5 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 35.2(e), the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities.

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

1.6 Other criteria: Not Applicable

Section 4. Bidding Forms (BDF)

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

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Form CON - 1 (Historical Contract Non-Performance, Pending Litigation and Litigation History)	
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.....	
Form EXP - 4.2(b) (Construction Experience in Key Activities)	
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Letter of Bid

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

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

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

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

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

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

To: **PMU-KPEC**

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

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

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have*

adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

- v. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.];
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]* _____;
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (g) 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 on or before this date;
- (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 or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (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 Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Bank and other development banks. Further, we are not ineligible under the Pakistan laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (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) **Employer Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (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 and that we have attached ‘**Integrity Pact**’ with our Bid in accordance with ITB 51.1;
- (q) **Adjudicator (DAAB):** We accept the appointment of *[insert name proposed in Bid Data Sheet ITB 49]* as the Adjudicator (DAAB) for Avoidance of Disputes pursuant to Clause 21.3 of the General Conditions of Contract (GCC).
- [or]* We do not accept the appointment of *[insert name proposed in Bid Data Sheet ITB 49]* as the Adjudicator (DAAB) and propose instead that *[insert name]* be appointed as Adjudicator (DAAB) for Avoidance of Disputes pursuant to Clause 21.3 of the General Conditions of Contract (GCC), whose daily fees and biographical data are attached.
- (r) **We agree to permit** *[insert name of funding source as specified in Bid Data Sheet ITB 2.1]* or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by *[insert name of funding source as specified in Bid Data Sheet ITB 2.1]*.

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

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

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

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

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

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

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

** Person signing the Bid shall have the power of attorney given by the Bidder; original to be attached with this Bid.

Appendix A to Technical Proposal

Site Organization

[insert Site Organization information]

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

Method Statement

[insert Method Statement]

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

Mobilization Schedule

[insert Mobilization Schedule]

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

Construction Schedule

[insert Construction Schedule]

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

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

The Bidder shall submit comprehensive and concise Management Strategies and Implementation Plans (MSIP) against Environmental, Social, Health and Safety risks; as required by ITB 11.1 (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 Environmental, Social, Health and Safety provisions of the contract including those as may be more fully described in the Works Requirements in Section 5.

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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.

and are subject to this Code of Conduct.

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

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

RAISING CONCERNS

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

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

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

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

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

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

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

(2) Examples of sexual harassment in a work context

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

Appendix B to Technical Proposal: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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

Omit the following information for equipment owned by the Bidder

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

Appendix C to Technical Proposal: Key Personnel

Form PER - 1: Key Personnel Schedule

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

Key Personnel

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

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

Note: The Table may be extended as required.

Form PER - 2: Resume and Declaration Key Personnel

Name of Bidder

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

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

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

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix D to Technical Proposal: Bidder's Qualification

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

Form ELI - 1.1 Bidder Information Form

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

Bidder's name:
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information: Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of: ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ Authorization to represent the Bidder or JV named above, in accordance with ITB 20.3. ☐ In case of state-owned enterprise or institution, documents establishing its eligibility in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on Beneficial Ownership Disclosure Form.]</i> 3. Attached is a copy of registration with PEC in accordance with PEC Works Byelaws, 1987.

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

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information: Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of: ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ Authorization to represent the JV member named above, in accordance with ITB 20.3. ☐ In case of state-owned enterprise or institution, documents establishing its eligibility in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the JV member of successful Bidder shall provide additional information on Beneficial Ownership Disclosure Form]</i> 3. Attached is a copy of registration with PEC in accordance with PEC Works Byelaws, 1987.

Form CON - 1

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

Form CON - 3

ES Performance Declaration

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

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

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

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

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

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

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

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

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

Form CON - 4
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment
Performance Declaration

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

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

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

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

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

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

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

Contract description: _____

Brief summary of evidence provided: _____

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

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

Form FIN - 3.1(a)

Financial Capabilities (Availability of Financial Resources)

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

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

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

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

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

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

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

Form FIN - 3.1(b) Financial Capabilities

(Current Contract Commitments / Financial Resources Requirement)

Bidder or each member to a JV (if Bidder is a JV) must provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each JV member's) current commitments on all other contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued; and (ii) financial resources requirement for the Contract as determined by the Employer. Bidder or each member of a JV (if Bidder is a JV) must also disclose any other financial obligations that could materially affect the implementation of the Contract if the Contract were to be awarded to the Bidder.

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

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

1. Remaining period of contracts is to be calculated from 28 days prior to bid submission deadline.
2. Outstanding value of any contract is to be calculated from 28 days prior to bid submission deadline; regarding foreign currency contract(s) the value is to be calculated on 28 days prior to the bid

submission deadline in **PKR** equivalent as based on the selling exchange rate of State Bank of Pakistan, on that date).

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

Form FIN - 3.1(c)

Financial Capabilities (Historical Financial Performance)

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

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

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

2. Financial documents

The Bidder, and each member in case of JV, shall provide copies of financial statements for last three (03) years pursuant to Section 3, Evaluation and Qualifications Criteria, Sub-factor 3.1(c). The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹⁰ for the last three (03) years required above; and complying with the requirements.

¹⁰ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2

Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

Form EXP - 4.1 General Construction Experience

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract (PKR*): _____ Name of Employer: _____ Address: _____	
<i>[list all applicable contracts]</i>			

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

Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

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

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

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

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name¹¹ (as per ITB 34.2 and 34.3): _____

RFB 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 3, Qualification Criteria and Requirements, Sub-Factor 4.2(b).

1. Key Activity No. One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount*	PKR equivalent*			

¹¹ If applicable

	Information		
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)
Year 1			
Year 2			
Year 3			
Year 4			
Employer's Name:			
Address:			
Telephone/fax number			
E-mail:			

2. Key Activity No. Two: _____

3.

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

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

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

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

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

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

Form of Integrity Pact

[As specified in Sections 1 and 2, under ITB 51 and BDS 11.1(h)]

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Employer:

Name of Contractor:

Signature:

Signature:

[Seal]

[Seal]

Appendix E to Technical Proposal: Bid Security

Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date: *[Insert date of issue]*

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

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

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

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

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

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

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

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

[signature(s) and seal of bank]

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

Appendix A to Financial Proposal: Schedules

Conservation, Preservation & Restoration Works.

S #	Description of Work	Unit	Quantity	Rate	Amount
1	Clearance of site by cutting, removing all shrubs, trees, upto 6 inches (152 mm) girth, etc. and taking out their entire roots and filling the hollows with earth complete with dressing, consolidating and watering the filling including stacking the serviceable materials and disposal of useless material as directed, lead to 10 chains, cost of earth included.	SFt	152150		
2	Dismantling: Plain Cement Concrete 1:2:4. From Roof top ridge	SFt	12000		
3	Dismantling of Mud Concrete	SFt	10120.11		
4	Stripping and Stacking GI Sheet of Roofing	SFt	6120		
5	Dismantling 1st class tile roofing carefully and Stacking for reuse	SFt	4000.11		
6	Dismantling roof of wooden planks & battens from any height	SFt	6120		
7	Dismantling of wooden Beams 12.1' to 23' from any height.	Each	250		
8	Dismantling RCC, separating reinforcement, cleaning & straightening the same	CFt	2702.5		
9	Dismantling brick work in lime or cement mortar	CFt	11600		
10	Dismantling stone masonry in lime or cement mortar	CFt	16537.46		
11	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	SFt	9537.46		
12	Coursed rubble masonry in ground floor in lime, Mud mortar 1:2 Ratio, Add Extra labour in Third floor, Fourth & subsequent or any floors	CFt	43078.9		
13	1st class brick work in mud mortar other than building Upto 20 ft. height Add Extra on item for brick work in fourth and subsequent & any floors.	CFt	48000		
14	PCC 1:3:6 in mass concrete less formwork using 50% boulders	CFt	18185.82		
15	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	CFt	1178.24		
16	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Kg	2480.36		
17	Plain wood work sawn, wrought, planed & fixed in position, including nails & screws: deodar wood	CFt	3211		
18	Removing & re-fixing of wooden joinery (doors & windows) i/e addition and alteration complete	SFt	2434		
19	First class tile roofing including earth, mud plaster, goble, cement plaster etc complete	SFt	10120.11		
20	Extra layer of tiles 12"x6"x2" on top	SFt	17000		

S #	Description of Work	Unit	Quantity	Rate	Amount
21	Racking and washing joints of brick masonry (oldwork)	SFt	10514		
22	Lime pointing struck joints on walls, upto 20' height in Lime Surkhi Mortar 1 : 2 (one Lime: 2 Surkhi) Extra for lime, mud or cement plaster & pointing from 20' & above or and any height.	SFt	18514.24		
23	Mud plaster on walls (including Lime, Mud / Clay, Chopped Bhoosa) upto 20' height : 1" thick Extra for lime, mud or cement plaster & pointing from 20' & above for each additional 10' height and any height	SFt	150000		
24	Scraping : Ordinary distemper, oil bound distemper or paint off wall in any height	SFt	19006		
25	White washing: New surface : One coat + Two coats+Three coats	SFt	19006		
26	French polishing complete: On new work	SFt	5000		
27	French polishing complete: On old work	SFt	2300		
28	Applying lacquer polish to wood work of any type	SFt	4200		
29	Varnishing wood work, including cleaning & preparing surface : First coat+Second coat+Third coat	SFt	1460		
30	Racking and washing joints of stone masonry (old work) in any height	SFt	10608		
31	Pointing flush on stone work, upto 20' height in lime sand mortar 1:2 (lime, sand) Extra for lime, mud or cement plaster & pointing from 20' or any height	SFt	10608		
32	First class deodar wood wrought joinery in doors and windows etc. panelled or panelled or glazed or fully glazed fixed in position including chowkhat, holdfast, hinges, tower bolt rubber stop cleats/G Iclamp, handles, sliding bolts or lock and chord with hooks etc. complete in any height or Level	RFt	1647		
33	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	CFt	30000		
34	Brick tiles Flooring (12"x6"x2") laid in 1:6 c/s mortar, over a bed of 3/4" thick c/s mortar 1:6	SFt	19632.00		
35	Pre anti Termite Treatment in the building mixed with water of mixing ratio as per the manufacturer's certified manual	SFt	36698.22		
36	Laying 1/2" thick deodar wood ceiling including sawing, planing & fixing ect complete.	SFt	5000.11		
37	Removing or Burning off or rubbing down old paint from wood work / steel with paint remover or with pumice stone in all respect etc complete.	SFt	4880		
38	Prepare & Paint new surface, doors & windows Priming coat,with emulsion paint: First coat, 2nd & each subsequent coat.	SFt	4880		
39	Flag stone flooring in lime mortar 1:2, over 3/4" bedding : 3" thick	SFt	70000		

S #	Description of Work	Unit	Quantity	Rate	Amount
40	Earth excavation in irrigation channels/ drains & disposal upto 25m. & dressing : in Ordinary Soil (repair and rehabilitation for old Historical drains)	CFt	4852		
41	Launching girders in place, including lifting & handling if any ect complete in all respect. (For repair and rehabilitation of old heavy Wooden Gates fix iron sheet, removing/ lifting & re-fixing)	Ft	632		
42	Supply and fixing razor wire (2'-0" dia) consisting of 1-1/2"X1-1/2"X3/16" angle iron Y post 2'-6" long 6' to 8' center to center fixed with bolt anchorage, at top of boundary wall including painting posts etc. Complete in all respects.	RFt	7500		
43	Small iron work, such as gusset plates, knees, bends, stirrups, straps, rings etc excluding erection	Tonne	20		
44	Supply and Erection Sahl wood strip batten for wiring complete 1"	RFt	3500		
45	Supply and Erection Sahl wood strip batten for wiring complete 3/4"	RFt	2500		
46	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1.5" i/d	RFt	2300		
47	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.044"	RFt	5600		
48	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.064"	RFt	4500		
49	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.029"	RFt	10500		
50	Supply and Erection Sahl wood board, 1.75" deep : 4"x4"	Each	250		
51	Supply and Erection 3 pin switch & plug combined recessed type : 5 Amp	Each	80		
52	Supply and Erection circuit breaker (imported) on sahl wood board complete : 2/5/15 Amp	Each	70		
53	Supply and Erection circuit breaker (imported) on sahl wood board complete : 2/5/15 Amp	Each	25		
54	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 100 Amp.	Each	11		
55	Supply and Erection best quality AC ceiling fan complete with GI rod, canopy, blades & regulator : 56" sweep	Each	50		
56	Supply and Fixing of 24" dia Direct axial Wall Bracket fan, 1450Rpm, Max 50db sound level Fan shall be made with 99% purity Copper windings	Each	20		
57	Supply, Installation, connecting, testing & commissioning of Floor mounted following submain distribution board SMDB (Block 7-11) as required for lighting, power & HVAC as per revise: single line diagram, complete with all metering with indication lamps complete in all respects	Each	1		

S #	Description of Work	Unit	Quantity	Rate	Amount
58	Supply, Installation, connecting, testing & commissioning of wall mounted LPDB-B7-B1, LPDB-B7-B1/1 Distribution Boards, compes with all metering with indication lamps complete wiit all respects	Each	11		

Establishment of Sikh Gallery, Information Desk, Public Washrooms, Sewerage System & Making of Lawns, Green Belts, Plantation of Trees & Equipment at Jamrud Fort

S/No	Description of work	Unit	Quantity	Rate	Amount
A)	Establishment of Sikh Gallery, Information Desk				
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle	m3	131.22		
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	42.55		
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	3.50		
4	1st class brick work in foundation and plinth in Cement, sand mortar 1:4	m3	42.86		
5	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (2" thick)	m2	20.07		
6	1st class brick work in ground floor Cement, sand mortar 1:4	m3	58.69		
7	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	61.50		
8	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (horizontal)	m2	353.99		
9	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (Vertical)	m2	67.75		
10	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	7.00		
11	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:2)	m2	317.65		
12	Cement plaster 1:2, upto 20' height 1/2" thick	m2	558.64		
13	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 2 coats bitumen (1.5" thick)	m2	325.09		
14	Cement concrete tiles laid in 1:2 c/s mortar over 3/4" thick bed of c/s mortar 1:2 : 9" x 9" x 3/4"	m2	325.09		
15	Providing and Laying marble fine dressed stone 4-5 feet and 12" wide 1" thick for stairs steps	m2	29.73		
16	Provide & lay marble fine dressed stone dado or skirting in white cement complete: 3/8" thick 12 x 12 Super Sunny White Marble	m2	105.00		
17	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	14.80		

S/No	Description of work	Unit	Quantity	Rate	Amount
18	First class deodar wood wrought joinery in doors and windows etc. complete : 1.5" thick	m2	18.00		
19	Supply and Fixing aluminium door/window, Premium model (Gauge 2 mm) 4" sect. Sliding window	m2	30.00		
20	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	m	14.00		
21	Curtain railing to doors & windows comprising railing of approved quality including paint	m	31.00		
22	MS flat 1/2"x1/8" grill in windows of approved design	m2	30.00		
23	Providing and Fixing GI wire gauze 24 SWG, (12x12) meshes per sq.in., fixed to steel windows or doors etc, complete in all respects	m2	30.00		
24	Supplying and Fixing 18SWG Steel Almirah, 12" max depth including box shelves, back, shelves, lock, spray paint complete	m2	11.00		
25	Applying floating coat of cement 1/32" thick	m2	260.00		
26	Priming coat of chalk under distemper	m2	384.00		
27	Distemping New surface : Three coats	m2	384.00		
28	Providing and Fixing Precast Concrete 7000 psi TUFF Tiles over bed of 2" thick sand & 4" thick brick ballast comp	m2	91.00		
29	Preparing surface & painting with snowcem / weathershield paint : First coat	m2	150.00		
30	Preparing surface & painting with snowcem / weathershield paint : 2nd & subsequent coats	m2	150.00		
31	Painting old surfaces : Doors / windows any type First coat	m2	72.00		
32	Painting old surfaces : Doors / windows any type Each subsequent coat	m2	72.00		
33	P/F hydraulic Door Closer (Best Quality)	Each	5.00		
34	Extra for brass fittings to doors & windows Deodar wood wire guazed shutters	m2	20.00		
35	Extra for providing/fixing approved quality Rim locks : Imported	Each	6.00		
36	Provide & fix wooden box type wardrobe 22" deep Partal wood boxing & deodar wood shelves etc	m2	12.25		
37	Providing and fixing sliding bolt to doors Iron sliding bolts : 10" long	Each	6.00		
38	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with foot rest. complete in all respects : White	Each	2.00		

S/No	Description of work	Unit	Quantity	Rate	Amount
39	Providing and Fixing glazed earthen ware low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: White	Each	2.00		
40	S/F of English W.C i/c flush tank seat + seat cover imported.	Each	2.00		
41	Providing and fixing 22" x 16" looking mirror of Imported glass complete with Aluminum frame of standard size & c.p screws.	Each	2.00		
42	Providing and fixing plastic soap dish complete.	Each	2.00		
43	Providing and fixing superior quality plastic toilet paper holder.	Each	2.00		
44	Providing and fixing superior quality plastic towel rail.	Each	2.00		
45	Providing and Fixing superior quality plastic shelf 60 x 13 cm (24"x5") with bracket	Each	2.00		
46	Providing and fixing gun metal peet / gate valve (screwed) 20 mm (3/4") dia of approved quality.	Each	4.00		
47	Providing and fixing chromium plated CP stop-cock, heavy type : 2 cm (3/4")	Each	6.00		
48	Providing and Fixing 4" gully trap of approved quality including cement concrete cost of PVC grating 6" x6" (150 x 150 mm) and masonry chamber 12"x12" (300 x 300 mm).	Each	6.00		
49	Providing and Fixing of polydex high pressure PPR (green including testing ect complete 20 mm(including all special etc)	m	70.00		
50	Providing and Fixing of pipe type B nikasi system including testing in all respect 75 mm	m	45.00		
51	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm	m	65.00		
52	Providing and fixing chromium plated (CP) bib-cock heavy duty of approved quality : 1.5 cm 1/2"	Each	4.00		
53	Providing and fixing chromium plated CP stop-cock, heavy type : 1.5 cm (1/2")	Each	8.00		
54	Providing and Fixing cast iron (CI) floor trap of approved quality including CI grating & concrete chamber all round : 4"x2" (100mm x 50 mm)	Each	6.00		
55	Providing and fixing gun metal peet / gate valve (screwed) 25 mm (1") dia of approved quality.	Each	2.00		
56	Septic Tank (int.Size: 7'x2'x5') complete.	Each	2.00		
57	Soakage Pit (6'dia x 15' deep) complete	Each	2.00		
58	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	56.00		

S/No	Description of work	Unit	Quantity	Rate	Amount
59	Wiring of 2/3-pin 5-Amp. plug point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	16.00		
60	Special earthing of iron/metal clad switches etc with copper wire No. 8 SWG in GI pipe 1/2" dia	Each	2.00		
61	Supply and Erection best quality AC ceiling fan complete with GI rod, canopy, blades & regulator : 56" sweep	Each	12.00		
62	Supply and Erection best quality exhaust fan complete with shutter & regulator : 12"sweep	Each	2.00		
63	M/F of steel main board as specified.	m2	0.35		
64	Supply and Erection single phase imported auto circuit breaker 15 Amp.	Each	10.00		
65	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 60 Amp.	Each	2.00		
66	Supply and Erection of bus bars 500 volts 3 phase AC supply with 4 copper bars - 100 Amp with bar size 1 1/2" X 1/8"	Each	1.00		
67	Supply and Fixing 20 Amp power plug	Each	4.00		
68	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 3/0.029"	m	180.00		
69	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.029"	m	130.00		
70	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.036"	m	80.00		
71	Wiring of main & sub-main in 2 single core PVC insulated & sheathed cable : 7/0.044"	m	70.00		
72	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1/2" i/d	m	140.00		
73	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 3/4" i/d	m	90.00		
74	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1" i/d	m	65.00		
75	Supply and Erection of bus bars for 500 volts 3 phase AC S/W 4 copper bars 40 Amp with bar size 1 1/2" X 1/8"	Each	6.00		
76	Supply and Erection single phase imported auto circuit breaker 6 Amp.	Each	10.00		
77	Supply and Erection single phase imported auto circuit breaker 15 Amp.	Each	6.00		
78	Supply & Erection of Spot light 10 /15 watt complete in all aspects	Each	40.00		
B)	Public Washrooms (06 Nos).				

S/No	Description of work	Unit	Quantity	Rate	Amount
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle	m3	32.41		
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	11.00		
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	39.26		
4	1st class brick work in foundation and plinth in Cement, sand mortar 1:4	m2	16.00		
5	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (2" thick)	m3	45.15		
6	1st class brick work in ground floor Cement, sand mortar 1:4	CFt	135.45		
7	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	55.37		
8	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (horizontal)	m2	182.24		
9	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (Vertical)	m2	56.78		
10	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	5.55		
11	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:2)	m2	188.75		
12	Cement plaster 1:2, upto 20' height 1/2" thick	m2	445.44		
13	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 2 coats bitumen (1.5" thick)	m2	149.34		
14	Cement concrete tiles laid in 1:2 c/s mortar over 3/4" thick bed of c/s mortar 1:2 : 9" x 9" x 3/4"	m2	149.34		
15	Providing and Laying marble fine dressed stone 4-5 feet and 12" wide 1" thick for stairs steps	m2	3.75		
16	Provide & lay marble fine dressed stone dado or skirting in white cement complete: 3/8" thick 12 x 12 Super Sunny White Marble	m2	2.50		
17	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	6.11		
18	First class deodar wood wrought joinery in doors and windows etc. complete : 1.5" thick	m2	15.61		
19	Supply and Fixing aluminium door/window, Premium model (Gauge 2 mm) 4" sect. Sliding window	m2	13.60		

S/No	Description of work	Unit	Quantity	Rate	Amount
20	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	m	41.45		
21	MS flat 1/2"x1/8" grill in windows of approved design	m2	13.60		
22	Providing and Fixing GI wire gauze 24 SWG, (12x12) meshes per sq.in., fixed to steel windows or doors etc, complete in all respects	m2	13.60		
23	Applying floating coat of cement 1/32" thick	m2	260.00		
24	Priming coat of chalk under distemper	m2	184.00		
25	Distempering New surface : Three coats	m2	360.00		
26	Providing and Fixing Precast Concrete 7000 psi TUFF Tiles over bed of 2" thick sand & 4" thick brick ballast comp	m2	114.00		
27	Preparing surface & painting with snowcem / weathershield paint : First coat	m2	210.00		
28	Preparing surface & painting with snowcem / weathershield paint : 2nd & subsequent coats	m2	210.00		
29	Painting old surfaces : Doors / windows any type First coat	m2	32.00		
30	Painting old surfaces : Doors / windows any type Each subsequent coat	m2	32.00		
31	Extra for brass fittings to doors & windows Deodar wood wire guazed shutters	m2	34.00		
32	Providing and fixing sliding bolt to doors Iron sliding bolts : 10" long	Each	8.00		
33	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with foot rest. complete in all respects : White	Each	2.00		
34	Providing and Fixing glazed earthen ware low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: White	Each	2.00		
35	S/F of English W.C i/c flush tank seat + seat cover imported.	Each	6.00		
36	Providing and fixing 22" x 16" looking mirror of Imported glass complete with Aluminum frame of standared size & c.p screws.	Each	8.00		
37	Providing and Fixing chromium plated (CP) towel rail complete: 60 cm (24") long and 2 cm (3/4") dia	Each	8.00		
38	Providing and fixing superior quality plastic toilet paper holder.	Each	8.00		
39	Providing and fixing superior quality plastic towel rail.	Each	8.00		
40	Providing and Fixing superior quality plastic shelf 60 x 13 cm (24"x5") with bracket	Each	8.00		

S/No	Description of work	Unit	Quantity	Rate	Amount
41	Providing and fixing chromium plated (CP) pillar-cock, heavy duty of approved quality : 2 cm (3/4")	Each	8.00		
42	Providing and fixing chromium plated (CP) double bib cock, heavy duty of approved quality : 1.5 cm (1/2")	Each	8.00		
43	Providing and fixing chromium plated (CP) bib-cock heavy duty of approved quality : 1.5 cm 1/2"	Each	8.00		
44	Providing and fixing chromium plated (CP) tee stop cock 2 cm (3/4") of approved quality	Each	8.00		
45	Providing and fixing gun metal peet / gate valve (screwed) 20 mm (3/4") dia of approved quality.	Each	10.00		
46	Providing and Fixing 4" gully trap of approved quality including cement concrete cost of PVC grating 6" x6" (150 x 150 mm) and masonry chamber 12"x12" (300 x 300 mm).	Each	18.00		
47	Providing & Fixing Steel manhole cover with frame 18"x18" full heavy duty	Each	18.00		
48	P-Trap (uPVC) for squatting type WC.	Each	10.00		
49	Providing and Fixing of polydex high pressure PPR (green including testing ect complete 20 mm(including all special etc)	m	120.00		
50	Providing and Fixing of pipe type B nikasi system including testing in all respect 75 mm	m	70.00		
51	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm	m	124.00		
52	Mosaic dado or skirting complete as per specs Using grey cement : 3/8" thick	m2	52.78		
53	Providing and fixing chromium plated CP stop-cock, heavy type : 1.5 cm (1/2")	Each	18.00		
54	Soakage Pit (6'dia x 15' deep) complete	Each	4.00		
55	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	44.00		
56	Wiring of 2/3-pin 5-Amp. plug point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	12.00		
57	Special earthing of iron/metal clad switches etc with copper wire No. 8 SWG in GI pipe 1/2" dia	Each	1.00		
58	Supply and Erection best quality AC ceiling fan complete with GI rod, canopy, blades & regulator : 56" sweep	Each	4.00		
59	Supply and Erection best quality exhaust fan complete with shutter & regulator: 12"sweep	Each	8.00		
60	Supply and Erection single phase imported auto circuit breaker 15 Amp.	Each	4.00		

S/No	Description of work	Unit	Quantity	Rate	Amount
61	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 60 Amp.	Each	2.00		
62	Supply and Erection of bus bars 500 volts 3 phase AC supply with 4 copper bars - 100 Amp with bar size 1 1/2" X 1/8"	Each	1.00		
63	Supply and Fixing 20 Amp power plug	Each	4.00		
64	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 3/0.029"	m	120.00		
65	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.029"	m	110.00		
66	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.036"	m	60.00		
67	Wiring of main & sub-main in 2 single core PVC insulated & sheathed cable : 7/0.044"	m	20.00		
68	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1/2" i/d	m	40.00		
69	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 3/4" i/d	m	40.00		
70	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1" i/d	m	40.00		
71	Supply and Erection of bus bars for 500 volts 3 phase AC S/W 4 copper bars 40 Amp with bar size 1 1/2" X 1/8"	Each	3.00		
72	Supply and Erection single phase imported auto circuit breaker 6 Amp.	Each	8.00		
73	Supply and Erection single phase imported auto circuit breaker 15 Amp.	Each	4.00		
74	Supply & Erection of Spot light 10 /15 watt complete in all aspects	Each	32.00		
C)	Sewerage System				
1	Earth excavation in open cut upto 1.5m depth for drains, pipes etc & disposal : in Ordinary Soil including back filling.	Cft	3100.00		
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	Cft	2575.00		
3	Providing & laying R.C.C. pipe sewers, moulded with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class II, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 12" i/d, wall thickness 2"	Rft	1100.00		

S/No	Description of work	Unit	Quantity	Rate	Amount
4	Providing & laying R.C.C. pipe sewers, moulded with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class IV, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 18" i/d, Wall B	Rft	700.00		
5	RCC manhole cover 22" dia with: Tee shaped CI frame, 22" i/d complete	Set	100.00		
D) Making of Lawns, Green Belts and Plantation of trees, Equipments.					
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle	CFT	4600.00		
1	Earth fill in lawns including dressing & compaction with suitable earth borrowed.	CFt	18280.00		
2	Providing and filling sand behind abutment of bridges, culverts.	CFt	630.00		
3	Levelling, dressing and making lawns	CFt	28750.00		
4	Turfing of lawn with Dacca Grass	SFt	28750.00		
5	Furnishing And Planting Of Trees Including Maintenance For 2 Years	Each	600.00		
6	Supplying manure	CFt	350.00		

Development of Water Supply & Drainage System at Jamrud Fort

S/No	Description of Work	QTY	Unit	Rate	Amount
A)	Boring of Tube Well & Allied Works.				
1	Mobilization of plant, equipment and camping arrangements etc & demobilization after completion	Job	1.000		
2	Drilling of Bore holes for tube well in hard rock having unconfirmed compressive strength of 50 MPa and above from ground level upto 328 ft depth (0m to 100m), including sinking, collection of 100 % corings and withdrawing of pipe, complete as per specifi	m	100.000		
3	Drilling of Bore holes for tube well in hard rock having unconfirmed compressive strength of 50 MPa and above from a depth of 328 ft to 656 ft (100 m to 200 m) depth, including sinking, collection of 100 % corings and withdrawing of pipe, complete as per	m	100.000		
4	Drilling of Bore holes for tube well in hard rock having unconfirmed compressive strength of 50 MPa from a depth of 656.1 ft to 984 ft (200.1 m to 300 m) depth, including sinking, collection of 100 % corings and withdrawing of pipe, complete as per spec	m	50.000		
5	Providing and installing PVC Strainer BSS Class "D" of approved make \ quality in tubewell bore hole, including socket, special sockets, studs etc. complete as per specification:-8" Nominal Pipe Size (NPS) (250 mm)	m	28.000		
6	Providing and installing PVC blind pipe BSS Class "D" in Tube Well Bore Hole including Sockets and Solvents and jointing with strainer etc. complete : 6" Nominal Pipe Size (NPS) (150 mm)	m	223.000		
7	Providing and installing PVC bail plug in tubewell BSS Class 'D' working pressure : 6"Nominal Pipe Size (NPS) (150 mm)	Each	1.000		
8	Logging of bore hole with electrical equipment and furnishing reports.	Job	1.000		
9	Electric Resistivity Survey for tubewell construction complete in all respects (minimum 03 locations).	No	1.000		
10	Shrouding with graded pack gravel 3/8" (10 mm) to 1/8" (3 mm) around tubewell in bore hole complete as per specification:-	m	249.000		
11	Cleaning and washing of tubewell with air compressor in all sizes and depth, 8" i/d and above	Hour	72.000		
12	Supplying and Fixing MS Suspension Clamp 3/8" thick for housing pipe : 6" i/d	Each	1.000		

S/No	Description of Work	QTY	Unit	Rate	Amount
13	Wiring overhead line in 2 single core, PVC insulated cable with GI wire #8 SWG : 3/0.029" (-) Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 3/0.029"	m	240.000		
14	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (50 mm dia) PN-8	m	350.000		
15	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (20mm dia) PN-10	m	630.000		
16	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (25mm dia) PN-10	m	390.000		
17	Providing and installing HDPE Socket 50mm dia	Each	24.000		
18	Providing and installing HDPE Socket 40mm dia	Each	24.000		
19	Providing and installing HDPE Tee 50mm dia	Each	24.000		
20	Providing and installing HDPE Tee 40mm dia	Each	24.000		
21	Providing and fixing gun metal peet / gate valve (screwed) 25 mm (1") dia of approved quality.	Each	10.000		
22	Providing and fixing gun metal peet / gate valve (screwed) 20 mm (3/4") dia of approved quality.	Each	12.000		
23	Providing and fixing chromium plated (CP) pillar-cock, heavy duty of approved quality : 1.5 cm (1/2")	Each	12.000		
B)	Ground Reservoir Tank (5000 Gallons)				
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle	m3	28.990		
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	2.370		
3	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-06. (1:2:4)	m3	14.630		
4	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (Vertical)	m2	78.060		
5	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (horizontal)	m2	22.300		
6	Applying floating coat of cement 1/32" thick	m2	52.040		
7	Provide grey cement skirting 3/8" thick complete 1:2 cement, sand mortar	m2	52.040		
8	Coursed rubble masonry (Hammer Dressed) in foundn. & plinth in cement,sand mortar : Ratio 1:4	m3	7.440		

S/No	Description of Work	QTY	Unit	Rate	Amount
9	Pointing flush on stone work, upto 20' height in lime sand mortar 1:2 (lime, sand)	m2	46.090		
10	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	2.500		
11	Supplying and Fixing 18 SWG MS Sheet Door with angle iron frame (1.5"x1.5"x1/8"), bolt, hinges, paint etc complete	m2	0.830		
13	Supplying and Fixing flat iron (2"x3/8") ladder for OHR, holes @ 15" c/c, steps of MS bars 5/8" i/d & paint compl	m	4.870		
14	Supplying and Fixing PVC Water Stopper 8" wide 3/8" thick. Providing and fixing PVC water stopper 8" wide 3/8" thick in verticle (Wall/Column) or horizontal (Floor/Slab) expansion joint including cutting and jointing complete in all respects.	m	36.000		
C)	Provision of Water Supply lines.				
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle	m3	20.000		
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	5.000		
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	10.000		
4	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (Vertical)	m2			
5	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (50 mm dia) PN-8	m	400.000		
6	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (40 mm dia) PN-8	m	150.000		
7	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (20mm dia) PN-10	m	25.000		
8	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (25mm dia) PN-10	m	200.000		
9	Providing and fixing gun metal peet / gate valve (screwed) 25 mm (1") dia of approved quality.	Each	10.000		
10	Providing and fixing gun metal peet / gate valve (screwed) 20 mm (3/4") dia of approved quality.	Each	10.000		
11	Providing and fixing chromium plated (CP) pillar-cock, heavy duty of approved quality : 1.5 cm (1/2")	Each	10.000		

Supply and Installation of Aluminum Showcases for Display of Artifacts at Jamrud Fort

S.No	Description of Work	Unit	Quantity	Rate	Amount
1	Providing and Fixing Aluminium Showcase for display of Antiquities, comprising 2mm Aluminium frame consist of all section , 5mm to 8mm thick non reflective glass of best quality complete in all respect or as instructed by engineer incharge.	SFt	1410.70		
2	Providing and Fixing Imported Acrylic sheet of best quality along with mounted frame & shelf/Raking for holding/ placing antiquity complete in all respect or as instructed by engineer incharge.	SFt	396.02		
3	Providing and Fixing Imported Acrylic sheet (coloured) of best quality for internal decoration of showcases complete in all respect with other accessories (glue,silicone etc)or as instructed by engineer incharge.	SFt	270.00		
4	Providing and Fixing of Drawers / Almirah lock 808/505 best quality	Each	9.00		
5	Supply, installation, testing and commissioning of 1x5 watt reflector surface mounted LED light fixture with frosted lens, complete with driver	Each	143.00		
6	Supply & Erection of Spot light 120 /150 watt complete in all aspects	Each	55.00		
7	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc :	RFt	1000.00		
8	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	1000.00		
9	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.029	RFt	2978.00		
10	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.044"	RFt	500.00		
11	Supply and Erection MS sheet box of 16 SWG, 4"deep with 3/16" thick bakelite sheet top etc. complete : 9"x4"	Each	8.00		
12	Supply and Erection single phase imported auto circuit breaker 20	Each	2.00		

S.No	Description of Work	Unit	Quantity	Rate	Amount
13	Supply and installation of Column pipe for Bowl Assembly of ASTM53 standard material with stainless steel nut bolts/double galvanized and flanges thickness 20mm, with outside surface epoxy coated, 2.5" size.	RFt	842.85		
14	Modern Labelling inside showcase by using ultraviolet printing on Imported Plastic Acrylic Sheet of thickness 5mm to 8mm transparent Plexiglass along with mounted frame/fixing with wall complete in all respect or as instructed by Engineer incharge.	SFt	11293.00		

Archaeological Excavation Work at Jamrud Fort

S.NO	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	Archaeological Excavation	39326.00	CFT		

Preamble to Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

The unit prices in this program shall cover inter alia:

- costs of labour, used materials and equipment of the Contractor,
- costs of workers' camp, local transport to site and back, travel allowances to workers for trips home,
- costs of transport of materials and equipment of the Contractor to site,
- costs of possible rent of machinery, equipment, and vehicles,
- costs of unloading, transshipment, storage, keeping, local deliveries of materials to places of use, equipment, and plant of the Contractor,
- taxes, custom duties, and levies related to the works pursuant to the contract provisions,
- cost of performance guarantee,
- insurance costs: for workers (health insurance included), for plants, structures and third parties pursuant to the relevant contract provisions,
- costs of electricity, water, heating, gas, telephone, fax during works,
- costs of waste disposal in city dump area,
- costs of construction and maintenance of temporary structures (stocks, workshops, worker's camp, offices for the Contractor, the Engineer, Employer, Consultant Supervision of the EMP and other) that are needed for smooth execution of the works under this contract,
- costs of laying and maintaining any temporary installations on the site, needed for the execution of works,
- costs of starting the operation,
- costs of "hard fence" for the site, if necessary,
- costs of working conditions for the Engineer and his team,
- costs of temporary dumping of key material,
- cost of cleaning up the site on completion,
- cost of the Environmental Management Plan implementation
- other costs ensuing from the contract documents,
- other direct and indirect costs for full completion, maintenance in the construction period and start of operation,
- itemized unit rates shall include geodetic works if they are not specified as a separate item in the Bill of Quantities.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The Contractor shall not have the right to unit price adjustment on the basis of eventual difference between quantities of works stated in the Bill of Quantities and actually completed quantities, except in the case defined under the Particular Conditions of Contract.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General conditions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
8. A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise:
 - a. a list of the various classes of labour, materials, and Contractor's Equipment for which basic Daywork rates or prices are to be inserted by the bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis; and
 - b. a percentage to be entered by the bidder against each basic Daywork Subtotal amount for labour, materials, and Plant representing the Contractor's profit, overheads, supervision, and other charges.
9. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer and previously approved by the Employer in accordance with the Conditions of Contract.
10. The method of measurement of completed work for payment shall be in accordance with Technical Specifications. All items of work indicated in the Bill of Quantities shall be valued by measuring net, in the units of the Bill of Quantities such actual quantities of the Permanent Works as have been executed strictly in accordance with the Bidding Documents or further instructions issued in writing by the Engineer. No works shall be valued which have been executed in excess of the dimensions shown on the Drawings or not ordered by the Engineer. In particular, no allowances shall be made in the measurement
or any excavation for working space, temporary works or the temporary works or the operation of construction plant and such allowance shall be deemed to be included in the Bid Price.
11. In general, excavation shall be measured net. The Contractor is to allow for bulking, intermediate storage, double handling and backfill with compaction to lines and levels given on the drawings, and disposal of excess material. The rates for timbering or other measures to maintain the stability of the excavations and for keeping excavations free of water.
12. The contractor shall be deemed to have allowed in his rates, inter alia for the following:
 - Maintaining the signs in areas of works for times other than designated working periods,

- All charges and/or transport costs relating to extraction, preparation and haulage of Materials,
 - The eventual removal of the Contractor's site and reinstatement of such areas on completion of the contract,
 - Protection of the work from water from any source,
 - Provision and preservation of survey beacons,
 - Provision of all samples and test certificates,
 - Provision of all water supply, sanitation and services including electricity,
 - Costs of material sampling and testing and re-testing where required, and test certificates.
 - Marking, signaling as appropriate of all equipment and facilities on site to provide safety in accordance with rules and regulations,
 - Scaffolding and shuttering to substructure and superstructures,
 - Protective coating, waterproofing and insulation of structures as shown on the drawings, if not explicitly itemized,
 - Elaboration and provision of detailed execution drawings for structure works, subject to approval of the Engineer.
13. Any arithmetic errors in computation or summation will be corrected by the Employer as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
14. The bid price is inclusive of all Environmental, Health and Safety management and compliance cost.

A. Work Items

1. Bill of Quantities (BOQs) are attached.
2. Bidders shall Price the Bill of Quantities in Pakistani Rupees Only.

The following units of measurement and abbreviations are recommended for use.

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

Schedule of Materials: Not Applicable

[for Payment as “Secured Advance” {Reference GCC and PCC (Part A and Part B) 14.5}.]

[The Employer may insert in the following table the types of materials, and limits for net amounts of payment (at any time) against each material, to enable Bidders to make an informed decision for submitting bids; based on this financial assistance to be provided by the Employer, like that of mobilization advance. The types of materials inserted in this table shall also be inserted in Part A Contract Data of the PCC against Sub-Clause 14.5(c)(i) of the GCC. In case the Employer is not to provide this financial assistance, this Schedule may be marked as Not Applicable.]

Sr. No.	Type of Material	Limit ¹ for Payment (PKR*)
1		
2		
To be added as needed.		

¹ It prescribes upper limit for net amount of payment, at any time, which shall not exceed in any certification by the Engineer against Contractor’s Statement in accordance with GCC 14.3(c)(v); the Engineer shall, however, make sure that the quantities stored and accepted for payments do not exceed their future consumption needs for execution and completion of Works particularly when the Works are in advanced stage / nearing completion.

** [This table is made for use in case of local materials (or foreign materials already imported and available in Pakistan) for payment of “Secured Advance” in PKR against Part A Contract Data of PCC Sub-Clause 14.5(c)(i). In rare case, the Employer may require and replicate the table for foreign materials (to be imported by the Contractor) for payment of “Advance against Bank Guarantee” in a foreign currency, if and as provided in the Instructions to Bidders and / or Bid Data Sheet, against Part A Contract Data of PCC Sub-Clause 14.5(b)(i).]*

Section 5. Work's Requirements (WRQ)

This Section contains the Technical Specifications, the Drawings and Supplementary Information that describe the Works to be procured as well the Environmental, Social, Health and Safety (ESHS) Requirements and Key Personnel Requirements.

Table of Contents

Technical Specifications	
Drawings	
Supplementary Information	
Environmental, Social, Health and Safety (ESHS) Requirements	
Key Personnel Requirements	

Technical Specifications

Conservation, Preservation & Restoration Works.

S #	Description of Work
1	Clearance of site by cutting, removing all shrubs, trees, upto 6 inches (152 mm) girth, etc. and taking out their entire roots and filling the hollows with earth complete with dressing, consolidating and watering the filling including stacking the serviceable materials and disposal of useless material as directed, lead to 10 chains, cost of earth included.
2	Dismantling: Plain Cement Concrete 1:2:4. From Roof top ridge
3	Dismantling of Mud Concrete
4	Stripping and Stacking GI Sheet of Roofing
5	Dismantling 1st class tile roofing carefully and Stacking for reuse
6	Dismantling roof of wooden planks & battens from any height
7	Dismantling of wooden Beams 12.1' to 23' from any height.
8	Dismantling RCC, separating reinforcement, cleaning & straightening the same
9	Dismantling brick work in lime or cement mortar
10	Dismantling stone masonry in lime or cement mortar
11	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical
12	Coursed rubble masonry in ground floor in lime, Mud mortar 1:2 Ratio, Add Extra labour in Third floor, Fourth & subsequent or any floors
13	1st class brick work in mud mortar other than building Upto 20 ft. height Add Extra on item for brick work in fourth and subsequent & any floors.
14	PCC 1:3:6 in mass concrete less formwork using 50% boulders
15	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)
16	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)
17	Plain wood work sawn, wrought, planed & fixed in position, including nails & screws: deodar wood
18	Removing & re-fixing of wooden joinery (doors & windows) i/e addition and alteration complete
19	First class tile roofing including earth, mud plaster, gobri leaping, cement plaster etc complete
20	Extra layer of tiles 12"x6"x2" on top
21	Racking and washing joints of brick masonry (oldwork)
22	Lime pointing struck joints on walls, upto 20' height in Lime Surkhi Mortar 1 : 2 (one Lime: 2 Surkhi) Extra for lime, mud or cement plaster & pointing from 20' & above or any height.

23	Mud plaster on walls (including Lime, Mud / Clay, Chopped Bhoosa) upto 20' height : 1" thick Extra for lime, mud or cement plaster & pointing from 20' & above for each additional 10' height and any height
24	Scraping : Ordinary distemper, oil bound distemper or paint off wall in any height
25	White washing: New surface : One coat + Two coats+Three coats
26	French polishing complete: On new work
27	French polishing complete: On old work
28	Applying lacquer polish to wood work of any type
29	Varnishing wood work, including cleaning & preparing surface : First coat+Second coat+Third coat
30	Racking and washing joints of stone masonry (old work) in any height
31	Pointing flush on stone work, upto 20' height in lime sand mortar 1:2 (lime, sand) Extra for lime, mud or cement plaster & pointing from 20' or any height
32	First class deodar wood wrought joinery in doors and windows etc. panelled or panelled or glazed or fully glazed fixed in position including chowkhat, holdfast, hinges, tower bolt rubber stop cleats/G Iclamp, handles, sliding bolts or lock and chord with hooks etc. complete in any height or Level
33	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)
34	Brick tiles Flooring (12"x6"x2") laid in 1:6 c/s mortar, over a bed of 3/4" thick c/s mortar 1:6
35	Pre anti Termite Treatment in the building mixed with water of mixing ratio as per the manufacturer's certified manual
36	Laying 1/2" thick deodar wood ceiling including sawing, planing & fixing ect complete.
37	Removing or Burning off or rubbing down old paint from wood work / steel with paint remover or with pumice stone in all respect etc complete.
38	Prepare & Paint new surface, doors & windows Priming coat,with emulsion paint: First coat, 2nd & each subsequent coat.
39	Flag stone flooring in lime mortar 1:2, over 3/4" bedding : 3" thick
40	Earth excavation in irrigation channels/ drains & disposal upto 25m. & dressing : in Ordinary Soil (repair and rehabilitation for old Historical drains)
41	Launching girders in place, including lifting & handling if any ect complete in all respect. (For repair and rehabilitation of old heavy Wooden Gates fix iron sheet, removing/ lifting & re-fixing)

42	Supply and fixing razor wire (2'-0" dia) consisting of 1-1/2"X1-1/2"X3/16" angle iron Y post 2'-6" long 6' to 8' center to center fixed with bolt anchorage, at top of boundary wall including painting posts etc. Complete in all respects.
43	Small iron work, such as gusset plates, knees, bends, stirrups, straps, rings etc excluding erection
44	Supply and Erection Sahl wood strip batten for wiring complete 1"
45	Supply and Erection Sahl wood strip batten for wiring complete 3/4"
46	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1.5" i/d
47	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.044"
48	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.064"
49	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.029"
50	Supply and Erection Sahl wood board, 1.75" deep : 4"x4"
51	Supply and Erection 3 pin switch & plug combined recessed type : 5 Amp
52	Supply and Erection circuit breaker (imported) on sahl wood board complete : 2/5/15 Amp
53	Supply and Erection circuit breaker (imported) on sahl wood board complete : 2/5/15 Amp
54	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 100 Amp.
55	Supply and Erection best quality AC ceiling fan complete with GI rod, canopy, blades & regulator : 56" sweep
56	Supply and Fixing of 24" dia Direct axial Wall Bracket fan, 1450Rpm, Max 50db sound level Fan shall be made with 99% purity Copper windings
57	Supply, Installation, connecting, testing & commissioning of Floor mounted following submain distribution board SMDB (Block 7-11) as required for lighting, power & HVAC as per revise: single line diagram, complete with all metering with indication lamps complete in all respects
58	Supply, Installation, connecting, testing & commissioning of wall mounted LPDB-B7-B1, LPDB-B7-B1/1 Distribution Boards, complete with all metering with indication lamps complete with all respects

Establishment of Sikh Gallery, Information Desk, Public Washrooms, Sewerage System & Making of Lawns, Green Belts, Plantation of Trees & Equipment at Jamrud Fort

S/No	Description of work
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)
4	1st class brick work in foundation and plinth in Cement, sand mortar 1:4
5	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (2" thick)
6	1st class brick work in ground floor Cement, sand mortar 1:4
7	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)
8	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (horizontal)
9	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (Vertical)
10	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)
11	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:2)
12	Cement plaster 1:2, upto 20' height 1/2" thick
13	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 2 coats bitumen (1.5" thick)
14	Cement concrete tiles laid in 1:2 c/s mortar over 3/4" thick bed of c/s mortar 1:2 : 9" x 9" x 3/4"
15	Providing and Laying marble fine dressed stone 4-5 feet and 12" wide 1" thick for stairs steps
16	Provide & lay marble fine dressed stone dado or skirting in white cement complete: 3/8" thick 12 x 12 Super Sunny White Marble
17	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)
18	First class deodar wood wrought joinery in doors and windows etc. complete : 1.5" thick
19	Supply and Fixing aluminium door/window, Premium model (Gauge 2 mm) 4" sect. Sliding window
20	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc
21	Curtain railing to doors & windows comprising railing of approved quality including paint
22	MS flat 1/2"x1/8" grill in windows of approved design

23	Providing and Fixing GI wire gauze 24 SWG, (12x12) meshes per sq.in., fixed to steel windows or doors etc, complete in all respects
24	Supplying and Fixing 18SWG Steel Almirah, 12" max depth including box shelves, back, shelves, lock, spray paint complete
25	Applying floating coat of cement 1/32" thick
26	Priming coat of chalk under distemper
27	Distemping New surface : Three coats
28	Providing and Fixing Precast Concrete 7000 psi TUFF Tiles over bed of 2" thick sand & 4" thick brick ballast comp
29	Preparing surface & painting with snowcem / weathershield paint : First coat
30	Preparing surface & painting with snowcem / weathershield paint : 2nd & subsequent coats
31	Painting old surfaces : Doors / windows any type First coat
32	Painting old surfaces : Doors / windows any type Each subsequent coat
33	P/F hydraulic Door Closer (Best Quality)
34	Extra for brass fittings to doors & windows Deodar wood wire guazed shutters
35	Extra for providing/fixing approved quality Rim locks : Imported
36	Provide & fix wooden box type wardrobe 22" deep Partal wood boxing & deodar wood shelves etc
37	Providing and fixing sliding bolt to doors Iron sliding bolts : 10" long
38	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with foot rest. complete in all respects : White
39	Providing and Fixing glazed earthen ware low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: White
40	S/F of English W.C i/c flush tank seat + seat cover imported.
41	Providing and fixing 22" x 16" looking mirror of Imported glass complete with Aluminum frame of standared size & c.p screws.
42	Providing and fixing plastic soap dish complete.
43	Providing and fixing superior quality plastic toilet paper holder.
44	Providing and fixing superior quality plastic towel rail.
45	Providing and Fixing superior quality plastic shelf 60 x 13 cm (24"x5") with bracket
46	Providing and fixing gun metal peet / gate valve (screwed) 20 mm (3/4") dia of approved quality.
47	Providing and fixing chromium plated CP stop-cock, heavy type : 2 cm (3/4")
48	Providing and Fixing 4" gully trap of approved quality including cement concrete cost of PVC grating 6" x6" (150 x 150 mm) and masonry chamber 12"x12" (300 x 300 mm).
49	Providing and Fixing of polydex high pressure PPR (green including testing ect complete 20 mm(including all special etc)

50	Providing and Fixing of pipe type B nikasi system including testing in all respect 75 mm
51	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm
52	Providing and fixing chromium plated (CP) bib-cock heavy duty of approved quality : 1.5 cm 1/2"
53	Providing and fixing chromium plated CP stop-cock, heavy type : 1.5 cm (1/2")
54	Providing and Fixing cast iron (CI) floor trap of approved quality including CI grating & concrete chamber all round : 4"x2" (100mm x 50 mm)
55	Providing and fixing gun metal peet / gate valve (screwed) 25 mm (1") dia of approved quality.
56	Septic Tank (int.Size: 7'x2'x5') complete.
57	Soakage Pit (6'dia x 15' deep) complete
58	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable in PVC pipe recessed
59	Wiring of 2/3-pin 5-Amp. plug point in 3/0.029" PVC insulated bare cable in PVC pipe recessed
60	Special earthing of iron/metal clad switches etc with copper wire No. 8 SWG in GI pipe 1/2" dia
61	Supply and Erection best quality AC ceiling fan complete with GI rod, canopy, blades & regulator : 56" sweep
62	Supply and Erection best quality exhaust fan complete with shutter & regulator : 12"sweep
63	M/F of steel main board as specified.
64	Supply and Erection single phase imported auto circuit breaker 15 Amp.
65	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 60 Amp.
66	Supply and Erection of bus bars 500 volts 3 phase AC supply with 4 copper bars - 100 Amp with bar size 1 1/2" X 1/8"
67	Supply and Fixing 20 Amp power plug
68	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 3/0.029"
69	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.029"
70	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.036"
71	Wiring of main & sub-main in 2 single core PVC insulated & sheathed cable : 7/0.044"
72	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1/2" i/d

73	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 3/4" i/d
74	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1" i/d
75	Supply and Erection of bus bars for 500 volts 3 phase AC S/W 4 copper bars 40 Amp with bar size 1 1/2" X 1/8"
76	Supply and Erection single phase imported auto circuit breaker 6 Amp.
77	Supply and Erection single phase imported auto circuit breaker 15 Amp.
78	Supply & Erection of Spot light 10 /15 watt complete in all aspects
B) Public Washrooms (06 Nos).	
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)
4	1st class brick work in foundation and plinth in Cement, sand mortar 1:4
5	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (2" thick)
6	1st class brick work in ground floor Cement, sand mortar 1:4
7	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)
8	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (horizontal)
9	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (Vertical)
10	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)
11	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:2)
12	Cement plaster 1:2, upto 20' height 1/2" thick
13	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 2 coats bitumen (1.5" thick)
14	Cement concrete tiles laid in 1:2 c/s mortar over 3/4" thick bed of c/s mortar 1:2 : 9" x 9" x 3/4"
15	Providing and Laying marble fine dressed stone 4-5 feet and 12" wide 1" thick for stairs steps
16	Provide & lay marble fine dressed stone dado or skirting in white cement complete: 3/8" thick 12 x 12 Super Sunny White Marble
17	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)

18	First class deodar wood wrought joinery in doors and windows etc. complete : 1.5" thick
19	Supply and Fixing aluminium door/window, Premium model (Gauge 2 mm) 4" sect. Sliding window
20	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc
21	MS flat 1/2"x1/8" grill in windows of approved design
22	Providing and Fixing GI wire gauze 24 SWG, (12x12) meshes per sq.in., fixed to steel windows or doors etc, complete in all respects
23	Applying floating coat of cement 1/32" thick
24	Priming coat of chalk under distemper
25	Distempering New surface : Three coats
26	Providing and Fixing Precast Concrete 7000 psi TUFF Tiles over bed of 2" thick sand & 4" thick brick ballast comp
27	Preparing surface & painting with snowcem / weathershield paint : First coat
28	Preparing surface & painting with snowcem / weathershield paint : 2nd & subsequent coats
29	Painting old surfaces : Doors / windows any type First coat
30	Painting old surfaces : Doors / windows any type Each subsequent coat
31	Extra for brass fittings to doors & windows Deodar wood wire guazed shutters
32	Providing and fixing sliding bolt to doors Iron sliding bolts : 10" long
33	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with foot rest. complete in all respects : White
34	Providing and Fixing glazed earthen ware low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: White
35	S/F of English W.C i/c flush tank seat + seat cover imported.
36	Providing and fixing 22" x 16" looking mirror of Imported glass complete with Aluminum frame of standard size & c.p screws.
37	Providing and Fixing chromium plated (CP) towel rail complete: 60 cm (24") long and 2 cm (3/4") dia
38	Providing and fixing superior quality plastic toilet paper holder.
39	Providing and fixing superior quality plastic towel rail.
40	Providing and Fixing superior quality plastic shelf 60 x 13 cm (24"x5") with bracket
41	Providing and fixing chromium plated (CP) pillar-cock, heavy duty of approved quality : 2 cm (3/4")
42	Providing and fixing chromium plated (CP) double bib cock, heavy duty of approved quality : 1.5 cm (1/2")

43	Providing and fixing chromium plated (CP) bib-cock heavy duty of approved quality : 1.5 cm 1/2"
44	Providing and fixing chromium plated (CP) tee stop cock 2 cm (3/4") of approved quality
45	Providing and fixing gun metal peet / gate valve (screwed) 20 mm (3/4") dia of approved quality.
46	Providing and Fixing 4" gully trap of approved quality including cement concrete cost of PVC grating 6" x6" (150 x 150 mm) and masonry chamber 12"x12" (300 x 300 mm).
47	Providing & Fixing Steel manhole cover with frame 18"x18" full heavy duty
48	P-Trap (uPVC) for squatting type WC.
49	Providing and Fixing of polydex high pressure PPR (green including testing ect complete 20 mm(including all special etc)
50	Providing and Fixing of pipe type B nikasi system including testing in all respect 75 mm
51	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm
52	Mosaic dado or skirting complete as per specs Using grey cement : 3/8" thick
53	Providing and fixing chromium plated CP stop-cock, heavy type : 1.5 cm (1/2")
54	Soakage Pit (6'dia x 15' deep) complete
55	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable in PVC pipe recessed
56	Wiring of 2/3-pin 5-Amp. plug point in 3/0.029" PVC insulated bare cable in PVC pipe recessed
57	Special earthing of iron/metal clad switches etc with copper wire No. 8 SWG in GI pipe 1/2" dia
58	Supply and Erection best quality AC ceiling fan complete with GI rod, canopy, blades & regulator : 56" sweep
59	Supply and Erection best quality exhaust fan complete with shutter & regulator: 12"sweep
60	Supply and Erection single phase imported auto circuit breaker 15 Amp.
61	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 60 Amp.
62	Supply and Erection of bus bars 500 volts 3 phase AC supply with 4 copper bars - 100 Amp with bar size 1 1/2" X 1/8"
63	Supply and Fixing 20 Amp power plug
64	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 3/0.029"
65	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.029"

66	Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 7/0.036"
67	Wiring of main & sub-main in 2 single core PVC insulated & sheathed cable : 7/0.044"
68	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1/2" i/d
69	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 3/4" i/d
70	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1" i/d
71	Supply and Erection of bus bars for 500 volts 3 phase AC S/W 4 copper bars 40 Amp with bar size 1 1/2" X 1/8"
72	Supply and Erection single phase imported auto circuit breaker 6 Amp.
73	Supply and Erection single phase imported auto circuit breaker 15 Amp.
74	Supply & Erection of Spot light 10 /15 watt complete in all aspects
C) SEWERAGE SYSTEM	
1	Earth excavation in open cut upto 1.5m depth for drains, pipes etc & disposal : in Ordinary Soil including back filling.
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)
3	Providing & laying R.C.C. pipe sewers, moulded with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class II, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 12" i/d, wall thickness 2"
4	Providing & laying R.C.C. pipe sewers, moulded with cement concrete 1:1-1/2:3 conforming to ASTM specification C-76-79, Class IV, Wall B, including carriage, lowering in trenches to correct alignment and grade, jointing with rubber ring, cutting pipes where necessary, testing, etc. complete:- 18" i/d, Wall B
5	RCC manhole cover 22" dia with: Tee shaped CI frame, 22" i/d complete
D) Making of Lawns, Green Belts and Plantation of trees, Equipment.	
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle
1	Earth fill in lawns including dressing & compaction with suitable earth borrowed.
2	Providing and filling sand behind abutment of bridges, culverts.
3	Levelling, dressing and making lawns
4	Turfing of lawn with Dacca Grass
5	Furnishing And Planting Of Trees Including Maintenance For 2 Years
6	Supplying manure

Development of Water Supply & Drainage System at Jamrud Fort

S/No	Description of Work
1	Boring of Tube Well & Allied Works.
1	Mobilization of plant, equipment and camping arrangements etc & demobilization after completion
2	Drilling of Bore holes for tube well in hard rock having unconfirmed compressive strength of 50 MPa and above from ground level upto 328 ft depth (0m to 100m), including sinking, collection of 100 % corings and withdrawing of pipe, complete as per specifi
3	Drilling of Bore holes for tube well in hard rock having unconfirmed compressive strength of 50 MPa and above from a depth of 328 ft to 656 ft (100 m to 200 m) depth, including sinking, collection of 100 % corings and withdrawing of pipe, complete as per
4	Drilling of Bore holes for tube well in hard rock having unconfirmed compressive strength of 50 MPa from a depth of 656.1 ft to 984 ft (200.1 m to 300 m) depth, including sinking, collection of 100 % corings and withdrawing of pipe, complete as per spec
5	Providing and installing PVC Strainer BSS Class "D" of approved make \ quality in tubewell bore hole, including socket, special sockets, studs etc. complete as per specification:-8" Nominal Pipe Size (NPS) (250 mm)
6	Providing and installing PVC blind pipe BSS Class "D" in Tube Well Bore Hole including Sockets and Solvents and jointing with strainer etc. complete : 6" Nominal Pipe Size (NPS) (150 mm)
7	Providing and installing PVC bail plug in tubewell BSS Class 'D' working pressure : 6"Nominal Pipe Size (NPS) (150 mm)
8	Logging of bore hole with electrical equipment and furnishing reports.
9	Electric Resistivity Survey for tubewell construction complete in all respects (minimum 03 locations).
10	Shrouding with graded pack gravel 3/8" (10 mm) to 1/8" (3 mm) around tubewell in bore hole complete as per specification:-
11	Cleaning and washing of tubewell with air compressor in all sizes and depth, 8" i/d and above
12	Supplying and Fixing MS Suspension Clamp 3/8" thick for housing pipe : 6" i/d
13	Wiring overhead line in 2 single core, PVC insulated cable with GI wire #8 SWG : 3/0.029" (-) Supply and Erection twin core PVC insulated & sheathed copper conductor 250/440 V grade cable : 3/0.029"

14	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (50 mm dia) PN-8
15	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (20mm dia) PN-10
16	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (25mm dia) PN-10
17	Providing and installing HDPE Socket 50mm dia
18	Providing and installing HDPE Socket 40mm dia
19	Providing and installing HDPE Tee 50mm dia
20	Providing and installing HDPE Tee 40mm dia
21	Providing and fixing gun metal peet / gate valve (screwed) 25 mm (1") dia of approved quality.
22	Providing and fixing gun metal peet / gate valve (screwed) 20 mm (3/4") dia of approved quality.
23	Providing and fixing chromium plated (CP) pillar-cock, heavy duty of approved quality : 1.5 cm (1/2")
Ground Reservoir Tank (5000 Gallons)	
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)
3	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-06. (1:2:4)
4	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (Vertical)
5	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (horizontal)
6	Applying floating coat of cement 1/32" thick
7	Provide grey cement skirting 3/8" thick complete 1:2 cement, sand mortar
8	Coursed rubble masonry (Hammer Dressed) in foundn. & plinth in cement,sand mortar : Ratio 1:4
9	Pointing flush on stone work, upto 20' height in lime sand mortar 1:2 (lime, sand)
10	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)
11	Supplying and Fixing 18 SWG MS Sheet Door with angle iron frame (1.5"x1.5"x1/8"), bolt, hinges, paint etc complete
13	Supplying and Fixing flat iron (2"x3/8") ladder for OHR, holes @ 15" c/c, steps of MS bars 5/8" i/d & paint compl

14	Supplying and Fixing PVC Water Stopper 8" wide 3/8" thick. Providing and fixing PVC water stopper 8" wide 3/8" thick in vertical (Wall/Column) or horizontal (Floor/Slab) expansion joint including cutting and jointing complete in all respects.
Provision of Water Supply lines.	
1	Earth excavation in open cut upto 1.5m depth for drains etc & disposal : in Gravel & shingle
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)
3	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)
4	Erection and removal of Form work with M.S.Pipe Scaffolding & Plywood Sheet for RCC or Plain Concrete (Vertical)
5	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (50 mm dia) PN-8
6	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (40 mm dia) PN-8
7	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (20mm dia) PN-10
8	Providing, laying, cutting, jointing, testing and disinfecting High Density Polyethylene Pipe (HDPE) Din-8074/Din-8075/ISO-4427 in trenches, complete in all respects (25mm dia) PN-10
9	Providing and fixing gun metal peet / gate valve (screwed) 25 mm (1") dia of approved quality.
10	Providing and fixing gun metal peet / gate valve (screwed) 20 mm (3/4") dia of approved quality.
11	Providing and fixing chromium plated (CP) pillar-cock, heavy duty of approved quality : 1.5 cm (1/2")

Supply and Installation of Aluminum Showcases for Display of Artifacts at Jamrud Fort

S.No	Description of Work
1	Providing and Fixing Aluminium Showcase for display of Antiquities, comprising 2mm Aluminium frame consist of all section , 5mm to 8mm thick non reflective glass of best quality complete in all respect or as instructed by engineer incharge.
2	Providing and Fixing Imported Acrylic sheet of best quality along with mounted frame & shelf/Raking for holding/ placing antiquity complete in all respect or as instructed by engineer incharge.

S.No	Description of Work
3	Providing and Fixing Imported Acrylic sheet (coloured) of best quality for internal decoration of showcases complete in all respect with other accessories (glue,silicone etc)or as instructed by engineer incharge.
4	Providing and Fixing of Drawers / Almirah lock 808/505 best quality
5	Supply, installation, testing and commissioning of 1x5 watt reflector surface mounted LED light fixture with frosted lens, complete with driver
6	Supply & Erection of Spot light 120 /150 watt complete in all aspects
7	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc :
8	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable in PVC pipe recessed
9	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.029
10	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.044"
11	Supply and Erection MS sheet box of 16 SWG, 4"deep with 3/16" thick bakelite sheet top etc. complete : 9"x4"
12	Supply and Erection single phase imported auto circuit breaker 20
13	Supply and installation of Column pipe for Bowl Assembly of ASTM53 standard material with stainless steel nut bolts/double galvanized and flanges thickness 20mm, with outside surface epoxy coated, 2.5" size.
14	Modern Labelling inside showcase by using ultraviolet printing on Imported Plastic Acrylic Sheet of thickness 5mm to 8mm transparent Plexiglass along with mounted frame/fixing with wall complete in all respect or as instructed by Engineer incharge.

Archaeological Excavation Work at Jamrud Fort

S.NO	DESCRIPTION
1	Archaeological Excavation

Drawings

Drawings are attached at Volume –II.

Supplementary Information

“Following Supplementary Information is intended to provide only a preliminary guidance and general information to the prospective Bidders without taking any responsibility by the Employer of the accuracy of the Data and other information. The Bidder, who wins and subsequently becomes the Contractor, shall be deemed to have inspected and examined the Site, its surroundings, the Data and other information provided hereunder, and to have been satisfied before submitting the Bid as to all relevant matters in accordance with GCC Sub-Clause 4.10 Site Data.”

The following information is provided for the guidance of Bidders in preparing their Bids and shall be read together with the Drawings, Technical Specifications, Bill of Quantities (BoQ), and other provisions of the Bidding Document. In the event of any inconsistency, the Contract Documents shall prevail.

1. Scope of Works

The Works comprise the conservation, preservation, restoration, repair, rehabilitation, and associated development works at the respective heritage site(s) as described in the Employer's Requirements, Technical Specifications, Drawings, and Bill of Quantities.

The Contractor shall provide all labour, materials, equipment, tools, plant, temporary works, supervision, transportation, testing, quality control, environmental and social management measures, and all other resources necessary for the complete execution of the Works in accordance with the Contract.

2. Nature of Heritage Works

The Works involve interventions on protected heritage structures. The Contractor shall execute the Works with due care to preserve the historical, architectural, and archaeological significance of the structures. No alteration, demolition, replacement, or removal of any heritage element shall be carried out without the prior written approval of the Engineer.

The Contractor shall employ construction methods that minimize damage to existing historic fabric and shall immediately report any previously concealed archaeological or historical features discovered during execution.

3. Site Visit

Bidders are strongly encouraged to visit the Site before submitting their Bids to familiarize themselves with:

- existing site conditions;
- access roads and working areas;
- availability of utilities;
- storage and working space;
- transportation constraints;
- security arrangements; and
- any other factors that may affect the execution of the Works.

No additional payment or extension of time shall be granted on account of conditions that could reasonably have been identified during a site visit.

4. Bill of Quantities

The quantities shown in the Bill of Quantities are provided for bid evaluation and contract administration. Bidders shall satisfy themselves regarding the extent of the Works and shall include in their rates all costs necessary for complete execution of each item in accordance with the Contract.

5. Materials

All materials shall conform to the Technical Specifications and shall be subject to inspection and approval by the Engineer before incorporation into the Works.

Where matching historic materials are required, the Contractor shall obtain the Engineer's approval before procurement and use.

6. Protection of Existing Structures

The Contractor shall take all necessary precautions to protect existing buildings, monuments, utilities, vegetation, pavements, boundary walls, and other adjoining property from damage during construction.

Any damage caused by the Contractor shall be repaired at the Contractor's own cost to the satisfaction of the Engineer.

7. Environmental and Social Requirements

The Contractor shall comply with all Environmental, Social, Health and Safety (ESHS) requirements including:

- occupational health and safety;
- dust, noise and waste control;
- protection of cultural heritage;
- prevention of child and forced labour;
- prevention of Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH), and Violence Against Children (VAC); and
- implementation of the Contractor's Environmental and Social Management Plan (C-ESMP/C-PCRMP), where applicable.

8. Contractor's Responsibility

The Contractor shall be deemed to have examined all Contract Documents and satisfied itself regarding the nature and extent of the Works, local conditions, availability of labour and materials, climatic conditions, and all other matters that may influence the Contract Price or execution of the Works.

No claim for additional payment arising from a failure to inspect the Site or properly examine the Contract Documents shall be entertained.

9. Coordination

The Contractor shall coordinate its activities with the Directorate of Archaeology, Employer, the Engineer, local authorities, utility agencies, and other contractors working at or adjacent to the Site to ensure uninterrupted execution of the Works.

10. Completion

The Contractor shall complete the Works within the Time for Completion specified in the Contract and shall remedy all defects during the Defects Notification Period in accordance with the Conditions of Contract.

Environmental, Social, Health and Safety (ESHS) Requirements

The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with the KPEC Project's Environmental and Social Safeguard Management Plan (ESMP), Physical Cultural Resource Management Plans (PCRMPs), COVID-19 checklists and Occupational Health and Safety requirements under the contract.

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

The Contractor shall be required to implement the agreed Code of Conduct upon contract award.

ESMPs, PCRMP and COVID-19 prevention and safety checklists for archeological sites will be shared at the time to award of Contract.

Environmental and Social Policy

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

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

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

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

General Conditions of Contract

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

Sub-clause 9	Personnel and Equipment
Sub-clause 12	Contractor's Risks
Sub-clause 15.1	Contractor to Construct the Works
Sub-clause 18.1	Safety and Protection of environment
Sub-clause 19.1	Discoveries
Sub-clause 31	Early Warnings
Sub-clause 41.4	Payments

A satisfactory code of conduct will contain obligations on all Contractor's personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)

11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

Key Personnel Requirements

S#	Position	Minimum Qualification	Total Work Experience [years]	Experience in Similar Work [years]	No of Positions Required for Each Lot
1	Project Manager (Civil Engineer)	BE (Civil Engineering)	15	10	1
2	Material Engineer	BE (Civil Engineering) / Geological or equivalent	15	10	1
3	Manager QA/ QC (Batch Plant)	BE (Civil Engineering) or Equivalent / M.Sc.(Geology)	10	5	1
4	Planning Engineer / Primavera Expert	BE (Civil Engineering) or equivalent	7	3	1
5	Site Engineer	BE (Civil Engineering) or equivalent Professional Qualification	5	3	6
6	Surveyor	DAE (Civil Engineering)	5	3	6
7	Archaeologist	Master (Archaeology)	15	10	2
8	Environment & Social Expert	Master (Environmental / Social Sciences or equivalent)	10	5	1

Section 6. General Conditions of Contract (GCC)

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

Red Book:

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

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

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The standard text of the General Conditions must be retained intact. Any amendments and additions to the GCC, specific to the Project, are introduced in Section 7, Particular Conditions of Contract (PCC), including Part A (Contract Data) and Part B (Special Provisions). Clause numbers in the PCC correspond to those in the GCC. As per GCC 1.5 (Priority of Documents), the PCC take precedence over the GCC.

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

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

The PCC also include Part C (Corruption and Integrity Pact), Part D (ESHS) and Part E (SEA

Section 7. Particular Conditions of Contract (PCC)

This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	5% plus the provision of Income Tax (to be deducted at Source under prevailing Income Tax Rules)
Defects Notification Period	1.1.27	365 days. (one year) after completion.
Employer's name and address	1.1.31	Project Management Unit – Khyber Pass Economic Corridor (KPEC), 21/E, Mulberry Road, University Town, Peshawar
Engineer's name and address	1.1.35	Engr. Sikandar Khan, Directorate General, Archaeology and Museum, Khyber Pakhtunkhwa, Peshawar, Cantt.
Sections	1.1.73	N/A
Site	1.1.74	Jamrud Fort, District Khyber
Time for Completion	1.1.84	One year.
Bank's name	1.1.89	International Development Association (IDA), World Bank
Borrower's name	1.1.90	Government of Khyber Pakhtunkhwa, Planning and Development Department.
Electronic transmission system	1.3 (a) (ii)	[Note: Employer to specify the electronic transmission systems]
Address of Employer for communications:	1.3(d)	Project Management Unit – Khyber Pass Economic Corridor (KPEC), 21/E, Mulberry Road, University Town, Peshawar
Address of Engineer for communications:	1.3(d)	Directorate General, Archaeology and Museum, Khyber Pakhtunkhwa, Peshawar, Cantt.
Address of Contractor for communications:	1.3(d)	[Insert electronic transmission systems too]
Governing Law	1.4	Laws of Islamic Republic of Pakistan
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	02 copies.

Conditions	Sub-Clause	Data
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	Equal to accepted Contract Amount.
Time for access to the Site	2.1	No later than the Commencement Date.
Engineer's Duties and Authority	3.2	1% of accepted contract amount, cumulative 1% any increase will require prior written approval of the employer.
Cyber security- Contractor's obligations	4.1	N/A
Performance Security	4.2	The Performance Security shall be in the form of "demand guarantee" in the amount(s) of 7 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Environmental and Social (ES) Performance Security	4.2	The ESHS Performance Security will be in the form of a "demand guarantee" in the amount(s) of 3% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notification of errors in the items of reference	4.7.2 (a)	28 days
Period of payment for temporary utilities	4.19	Monthly
Number of additional paper copies of progress reports	4.20	02 copies
Cyber security	4.20	N/A
Cyber security-immediate reporting	4.20	N/A
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	None
Parts of the Works for which subcontracting is not permitted	5.1(b)	None
Normal working hours	6.5	08:00 – 17:00 (Saturday to Thursday)
Number of additional paper copies of program	8.3	02 copies
Delay damages payable for each day of delay	8.8	0.05 % per day of the Accepted Contract Amount.

Conditions	Sub-Clause	Data
Maximum amount of delay damages	8.8	10 % of the Accepted Contract Amount.
Method of measurement	12.2	Bill of Quantities.
Percentage profit	12.3	As stated under 1.1.20 above
Cyber security- Variation	13.3.1(a)	N/A
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	As stated under 1.1.20 above
Adjustments for Changes in Cost	13.7	The prices quoted by the Bidder are not subject to adjustment during the performance of the Contract.
Total advance payment	14.2	10% of the Accepted Contract Amount (in PKR) of the Accepted Contract Amount against the advance payment guarantee issued by schedule bank.
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 20%. (b) percentage deductions for the repayment of the Advance Payment 25% [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]
Period of payment	14.3	Upon submission of form 26 voucher duly signed by the site Engineer, Senior Archaeological Engineer and Director General, Directorate of Archaeology, Peshawar.
Number of additional paper copies of Statements	14.3(b)	02 copies.
Percentage of retention	14.3(iii)	5 %
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5 %
Plant and Materials	14.5(b)(i)	N/A
	14.5(c)(i)	N/A
Minimum Amount of Interim Payment Certificates	14.6.2	10% of the Accepted Contract Amount (except final payment)
Cyber security- withholding payments	14.6.2	N/A
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days

Conditions	Sub-Clause	Data
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	42 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
Financing charges for delayed payment [percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)]	14.8	None
Number of additional paper copies of draft Final Statement	14.11.1(b)	02 copies
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	None
Permitted deductible limits	19.1	As approved by engineer and consistent with the market package.
Additional amount to be insured (as a percentage of the replacement value of Works, if less or more than 15%)	19.2.1(b)	15%
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	None
Extent of insurance required for Goods	19.2.2	Full replacement value
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty; against Contractor's design obligations, if any	19.2.3(a)	N/A

Conditions	Sub-Clause	Data
Insurance required against liability for fitness for purpose; against Contractor's design obligations, if any	19.2.3(b)	N/A
Period of insurance required for liability for breach of professional duty; against Contractor's design obligations, if any	19.2.3	N/A
Amount of insurance required for injury to persons and damage to property	19.2.4	Amount agreed with the Employer.
Other insurances required by Laws and by local practice (give details)	19.2.6	Third-Party Insurance of Vehicles and workmen's compensation insurance as required by Pakistan's Law.
Time for appointment of Adjudicator (DAAB)	21.1	42 days after signature by both parties of the Contract Agreement
The Adjudicator (DAAB) shall be comprised of	21.1	One sole Member.
List of proposed Adjudicator (DAAB)	21.1	As per mutual agreement after signing of contract.
Adjudicator (DAAB) Appointment (if not agreed) to be made by the Parties	21.2	Secretary, Tourism Department, Government of Khyber Pakhtunkhwa.
Rules of arbitration and administration of arbitration proceedings	21.6 (a)	Arbitration Act of Pakistan, 1940, as amended from time to time; and Rules made thereunder.
Place of arbitration	21.6 (b)	Peshawar, Pakistan.
Language of arbitration	21.6 (c)	English
Eligible Countries	22	Refer Part B - Special Provisions

Table: Summary of Sections (if any)

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

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

Part B - Special Provisions

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

Clause/Sub-Clause	Special Provisions
	[Code of Conduct], 5.1[Subcontractors], 6.9 [Contractor's Records], and 6.27 [Respectful Work Environment].
Sub-Clause 1.2 Interpretation	The sub-paragraph (a) is replaced with the following: (a) "Words indicating one gender include all genders; "he/she" is replaced with: "it;" "him/her" is replaced with "it;" "his" and "his/her" are replaced with: "it's;" "himself/herself" are replaced with: "itself". Further, "and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). sub-paragraph (k) is added: (k) "The word "tender" is synonymous with "bid" or "proposal," the word tenderer with "bidder" or "proposer" and the words "tender documents" with "request for bids documents" or "request for proposal documents," as applicable."
Sub-Clause 1.5 Priority of Documents	The following documents are added in the list of Priority Documents after (e): "(f) the Particular Conditions Part C- Corruption, and Integrity Pact: Fraud and Corruption as defined by WB, Corrupt and Fraudulent Practices. (g) the Particular Conditions Part D- Environmental, Social, Health and Safety (ESHS): Environmental and Social (ES) Metrics for Progress Reports. (h) the Particular Conditions Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors. and the list renumbered accordingly. The expression "the Specification", having priority over "the Drawings", shall also include Technical Specifications (General Specifications; and Special Specifications, if any, that will override the General Specifications.)
Sub-Clause 1.6 Contract Agreement	In the first paragraph, "Employer" is replaced with: "Contractor".
Sub-Clause 1.12 Confidentiality	The following is added at the end of the second paragraph: "The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects." "or" at the end of (b) is deleted. "or" at the end of (c) is added. The following is then added as (d): "is being provided to the Bank."
New Sub-Clause 1.17 is added	
New Sub-Clause 1.17	"Pursuant to Particular Conditions - Part C- under: sub-item 2.2 (e) of Fraud and Corruption or Laws of Islamic Republic of Pakistan, the Contractor shall permit and

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

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

Clause/Sub-Clause	Special Provisions
Engineer's Representative	“The Employer reserves the right to appoint an engineering firm, for resident supervision of execution of the Works by a team, that shall act as Engineer's Representative. However, in case the Employer requires the Engineer to appoint an independent Engineer's Representative, the Engineer shall obtain the consent of the Employer before appointing or replacing its Representative.”
Sub-Clause 3.6 Replacement of the Engineer	In the first paragraph, “42 days” is replaced with: “21 days”; In the second paragraph, “shall” is replaced with: “should.”
Sub-Clause 4.1 Contractor's General Obligations	The following is added after the paragraph “The Contractor shall provide the Plant (and spare parts, if any) ...”: “All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.” The following is added after the paragraph “The Contractor shall, whenever required by the Engineer...”: “The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental, social, health and safety risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs), and Code of Conduct for Contractor's Personnel (ES) Form submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit to the Engineer for Review any additional MSIPs as are necessary to manage the risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental, Social, Health and Safety Management Plan (C-ESHSMP). The Contractor shall review the C-ESHSMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESHSMP shall be submitted to the Engineer for Review. The C-ESHSMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESHSMP and its updates shall be as described in Sub-Clause 4.4.1 [Preparation and Review].” The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively. “if so stated in the Specification, the Contractor shall: (i) design structural elements of the Works taking into account climate change considerations; (ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances;

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

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

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

Clause/Sub-Clause	Special Provisions
	including control measures for chemical, physical and biological substances and agents; (ii) details of the training to be provided, records to be kept; (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning); (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases; (v) the measures to be implemented to avoid or minimize the spread of communicable diseases [including transfer of Sexually Transmitted Diseases (STDs) or Infections, such as HIV virus] and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour; (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and (b) any other requirements stated in the Specification. The paragraph starting with: “In addition to the reporting requirement of...” is deleted; and replaced with the addition to GCC Sub-Clause 4.20 [Progress Reports] in Sub-Clause 4.20 of the Special Provisions.” “As soon as practicable after the Contractor has been given access to, and possession of, the first part of the Site (or the whole Site, as the case may be), the Contractor shall submit to the Engineer for Review a detailed SSHSMP showing how the Contractor intends to comply with health and safety requirements prescribed in the Contract. The SSHSMP shall include measures the Contractor proposes to manage the health and safety risks and impacts related to the Works, provide site workers with safe and healthy working conditions and establish an operating system to prevent accidents, injuries, and disease. At a minimum, it shall be based on the Environment, Health, and Safety Management Plan (EHSMP) and Environment, Health, and Safety (EHS) Code of Conduct for Contractor’s Personnel submitted as part of the Contractor’s Tender and agreed as part of the Contract, and address requirements in the Environmental Management Plan (EMP) of the project. The procedures for Review of the SSHSMP and its updates shall be as described in Sub-Clause 4.4.1 [Preparation and Review] for the Contractor’s Documents.

Clause/Sub-Clause	Special Provisions
	The Contractor shall, as stated in the Specification and as the Engineer may reasonably require, maintain records and make reports (in compliance with the applicable health and safety regulations and Laws) concerning the health and safety of persons and any damage to property.”
Sub-Clause 4.15 Access Route	The following is added at the end of the Sub-Clause: “The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Contractor’s Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.”
Sub-Clause 4.18 Protection of the Environment	The Sub-Clause is replaced with: “The Contractor shall take all necessary measures to: (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities. The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws. In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”

Clause/Sub-Clause	Special Provisions
Sub-Clause 4.20 Progress Reports	The contents of sub-paragraph (g) are replaced with: “the Environmental and Social (ES) metrics, set out in Particular Conditions - Part D The following paragraph is added at the end of the Sub-Clause: “In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [Progress Reports], the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.” The following paragraphs are added prior to the paragraph starting with: “However, nothing stated...”: “Unless otherwise stated in the Contract Data, progress reports shall also include specific requirements in accordance with Sub-Clause 6.27 [Respectful Work Environment and status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation. The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer. The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub-Clause.”
Sub-Clause 4.21 Security of the Site	The Sub-Clause is replaced with: “The Contractor shall be responsible for the security of the Site, and: (a) for keeping unauthorised persons off the Site; (b) authorised persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorised personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor. Subject to Sub-Clause 4.1 [Contractor’s General Obligations], the Contractor shall submit for the Engineer’s No-objection a security management plan that sets out the security arrangements for the Site.

Clause/Sub-Clause	Special Provisions
	The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification. The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat. In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."
Sub-Clause 4.23 Archaeological and Geological Findings	The first paragraph is replaced with the following: "All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall: a. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings; b. train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and c. implement any other action consistent with the requirements of the Specification and relevant Laws."
New Sub-Clauses 4.24 and 4.25 are added	
New Sub-Clause 4.24 Suppliers (other than Subcontractors)	4.24.1 Forced Labour The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21 [Forced Labour]. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks. 4.24.2 Child labour The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22 [Child Labour]. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks. 4.24.3 Serious Safety Issues Whereas, the Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.8 [Health and Safety Obligations], 5.1 [Subcontractors] and 6.7 [Health and Safety of Personnel];

Clause/Sub-Clause	Special Provisions
	the Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks. 4.24.4 Obtaining natural resource materials in relation to supplier The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from riverbeds or beaches. If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that it is not significantly adversely impacting the habitats.
New Sub-Clause 4.25 Code of Conduct	The Contractor shall have a Code of Conduct for the Contractor's Personnel. The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors. These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate. The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The displayed Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community. The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.
Sub-Clause 5.1 Subcontractors	The following two paragraphs are added before the second paragraph. "The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the SEA/SH Prevention and Response Obligations. All subcontracts relating to the Works shall include a provision stipulating that the Subcontractor accepts that the Bank may disqualify the Subcontractor from being

Clause/Sub-Clause	Special Provisions
	awarded a Bank financed contract for a period of two years if the Subcontractor is determined to have failed to comply with its SEA/SH Prevention and Response Obligations.” The following is added after the first sentence of the fourth paragraph: “The Contractor’s submission to the Engineer shall also include such a Subcontractor’s declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors.” The following is added at the end of the last paragraph: “All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a)(i) of Sub-Clause 15.2.3 [After Termination]. Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from within Pakistan to be appointed as Subcontractors.”
Sub-Clause 5.2.2 Objection to Nomination	In sub-paragraph (a), on the first line before “Subcontractor”, “nominated” is added. In sub-paragraph (c): “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with “, and” The following is then added as (iii): “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”
Sub-Clause 6.1 Engagement of Staff and Labor	The following paragraphs are added at the end of the Sub-Clause: “The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under the Labour Laws of Pakistan to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation, and benefits, as well as those arising from any requirements in the Specification. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within Pakistan.”
Sub-Clause 6.2 Rates of Wages and Conditions of Labor	The following paragraphs are added at the end of the Sub-Clause: “The Contractor shall inform the Contractor’s Personnel about: (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws of Pakistan; and

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	(b) their liability to pay personal income taxes in Pakistan in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Income Tax Ordinance of Pakistan, for the time being in force. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by applicable laws of Pakistan including the Income Tax Ordinance. Where required by the Labour Laws of Pakistan, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."
Sub-Clause 6.5 Working Hours	The following paragraphs are added at the end of the Sub-Clause: "Subject to the conditions given above, whenever any work is carried out beyond the normal working hours, as stated in the Contract Data, the Contractor shall compensate at the Contractor's cost: (i) the relevant Contractor's Personnel; and (ii) the Engineer's assistants supervising that very work; for working over-time; in accordance with the Labour Laws of Pakistan, under the mechanism that shall be decided by the Engineer. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, if and as provided in the Labour Laws of Pakistan."
Sub-Clause 6.6 Facilities for Staff and Labor	The following is added as the last paragraph: "If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social, and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Specification."
Sub-Clause 6.7 Health and Safety of Personnel	In the second paragraph, "The Contractor" is replaced with: "Except as otherwise stated in the Specification, the Contractor..."
Sub-Clause 6.9 Contractor's Personnel	The Sub-Clause is replaced with: "The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who: (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract;

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	(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption, OR violated Integrity Pact, during the execution of the Works; (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel. If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [Contractor's Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply. Subject to the requirements in Sub-Clause 4.3 [Contractor's Representative] and Sub-Clause 6.12 [Key Personnel], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."
Sub-Clause 6.12 Key Personnel	The following is added at the end of the last paragraph: "If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
New Sub-Clauses 6.13 to 6.28 are added	
New Sub-Clause 6.13 Foreign Personnel	The Contractor may bring into Pakistan any foreign personnel who are necessary for the execution of the Works and to the extent allowed by the Laws of Pakistan. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in Pakistan of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
New Sub-Clause 6.14 Supply of Foodstuffs	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
New Sub-Clause 6.15 Supply of Water	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

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New Sub-Clause 6.16 Measures against Insect and Pest Nuisance	The Contractor shall, at all times, take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including on the use of appropriate insecticide.
New Sub-Clause 6.17 Alcoholic Liquor or Drugs	The Contractor shall not, otherwise in accordance with the Laws of Pakistan, import, sell, give, barter, or dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter, or disposal thereto by the Contractor's Personnel.
New Sub-Clause 6.18 Arms and Ammunition	The Contractor shall not give, barter, or dispose of, to any person, any arms or ammunition of any kind, or allow the Contractor's Personnel to do so.
New Sub-Clause 6.19 Festivals and Religious Customs	The Contractor shall respect the Pakistan's recognized festivals, days of rest, including local holidays announced from time to time, and religious or other customs.
New Sub-Clause 6.20 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
New Sub-Clause 6.21 Forced Labor	The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. 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.
New Sub-Clause 6.22 Child Labor	The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall

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	be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
New Sub-Clause 6.23 Employment Records of Workers	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].
New Sub-Clause 6.24 Workers' Organizations	Subject to Labour Laws of Pakistan, if and to the extent, recognising 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. Provided that: the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.
New Sub-Clause 6.25 Non- Discrimination and Equal Opportunity	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. 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

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	necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers, and children of working age in accordance with Sub-Clause 6.22 [Child Labour].
New Sub-Clause 6.26 Contractor's Personnel Grievance Mechanism	The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24 [Workers' Organisations], to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner. The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel. The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements. The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.
New Sub-Clause 6.27 Respectful Work Environment	The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment; and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.
New Sub-Clause 6.28 Training of Contractor's Personnel	The Contractor shall provide appropriate training to relevant Contractor's Personnel on obligations set out in Sub-Clause 4.8 [Health and Safety Obligations], 4.18 [Protection of the Environment] and Sub-Clause 6.27 [Respectful Work Environment] respectively. The Contractor shall keep an up-to-date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.
Sub-Clause 7.1 Manner of Execution	The following paragraph is added at the end of the Sub-Clause: "The Contractor is encouraged, to procure Materials and Equipment, for execution of Works under the Contract, from the available sources within Pakistan; subject to its quality and performance to comply with the Specification."
Sub-Clause 7.3 Inspection	The following is added in the first and second paragraph after "Employer's Personnel" "(including staff of the Bank or consultants acting on behalf of the Bank)"

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	The following is added as (b) (iv): “(iv) carryout environmental and social audit, and”
Sub-Clause 7.7 Ownership of Plant and Materials	The following is added before the first paragraph: “Except as otherwise provided in the Contract,”
Sub-Clause 8.1 Commencement of Work	The first paragraph is replaced with the following: “The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. This Notice shall be issued promptly after the Engineer determines the fulfillment of the following conditions: (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by Employer’s authorities; (b) delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]; (c) except if otherwise specified in Sub-Clause 2.1 in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under sub-paragraph (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works; (d) Appointment of DAAB under Sub-Clause 21.1 [Constitution of the DAB]; and (e) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the conditions set out under Sub-Clause 14.2.2(a) and (b) have been fulfilled by the Contractor within 28 days from the receipt of the Letter of Acceptance. Otherwise, this sub-paragraph (d) shall not apply.”
Sub-Clause 8.3 Programme	The following is added at the end of sub-paragraph (b): “, it being understood that the sequence of construction activities should take into account, to the extent possible, the constraints due to land acquisition as anticipated by the Employer.”
Sub-Clause 11.7 Right of Access after Taking Over	In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with: “Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”
Sub-Clause 13.3.1 Variation by Instruction	Sub-paragraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”

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Sub-Clause 13.4 Provisional Sums	The following is added at the end of the first paragraph: “Where the Bill of Quantities includes Provisional Sums for Contingencies (Price / Physical) / Daywork / Aadditional ES outcomes, that shall be used, in whole or part, at the discretion, and in accordance with the instructions, of the Engineer, to meet any of the Employer’s payment obligations in connection with or arising out of the Contract.” The following paragraphs are added at the end of the Sub-Clause: “The Provisional Sum, specified for DAAB, shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21 [Disputes and Arbitration]. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 [Application for Interim Payment]. No overhead and profit shall be paid to the Contractor in respect of the Provisional Sums; except in accordance with sub-paragraph 13.4 (b) (ii).”
Sub-Clause 13.6 Adjustments for Changes in Laws	The following paragraph is added at the end of the Sub-Clause: “Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”
Sub-Clause 14.1 The Contract Price	The following paragraph is added at the end of the Sub-Clause: “Notwithstanding the provisions of sub-paragraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from Pakistan on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28

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	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.”
Sub-Clause 14.2.1 Advance Payment Guarantee	The first paragraph is replaced with: “The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank selected by the Contractor and shall be in accordance with the form included in the Bidding Document for the subject contract or in another form acceptable to the Employer. If the Advance Payment Guarantee is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Guarantee must be in the name of all members of the Joint Venture that signs the Contract. In case if the Bidder is a Joint Venture (JV), the Advance Payment Guarantee shall be in the name of the JV, Consortium or Association. The Advance Payment Guarantee in the name of any JV partner or submitted by any JV partner on behalf of the entire JV shall not be acceptable. The original validity of the Advance Payment Guarantee must not be less than original Time for Completion. The Advance Payment Guarantee with insufficient validity shall not be acceptable.”
Sub-Clause 14.3 Application for Interim Payment	Sub-paragraph (vi) is replaced with the following: “(vi) any other additions and/or deductions that have become due under the Contract or otherwise, including those under Sub-Clause 3.7 [Agreement or Determination], any amount due to the Contractor under Sub-Clause 21.4.3 (i) and any reimbursement due to the Contractor under Sub-Clause 9.5 of the General Conditions of the DAAB Agreement.”
Sub-Clause 14.5 Plant and Materials intended for the Works	The entire contents of sub-paragraph 14.5(c)(ii) and its subsequent (fourth/last) paragraph of this Sub-Clause are deleted and replaced with the following: “(ii) the Contractor shall be entitled to receive from the Employer an amount for Materials as “Secured Advance” against an Indemnity Bond acceptable to the Employer [refer the form provided in Section 8 (Contract Forms)] of such sum as the Engineer may consider appropriate in respect of the Materials [listed under the Schedule of Materials in Section 4 (Bidding Forms) and under Part A – Contract Data in this Section 7 (Particular Conditions of Contract)] which are delivered to the Site but not yet incorporated in the Permanent Works provided that: (1) The Materials are in accordance with the Technical Specifications for the Permanent Works; (2) Such Materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor; (3) The Contractor’s records of the requirements, orders, receipts and use of Materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

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	(4) The Contractor shall submit with his monthly statement the estimated value of the Materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of Materials and providing evidence of ownership and payments made to suppliers; (5) Ownership of such Materials shall be deemed to vest in the Employer and these Materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and (6) The sum payable for such Materials on Site shall not exceed 75% of the (i) landed cost of imported Materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced Materials, or (iii) market price of other Materials, also keeping in view value of the Materials under the Contract taking into account the unit rates of the corresponding items of payment in the Bills of Quantity. (iii) The recovery of “Secured Advance” paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis.”
Sub-Clause 14.6.2 Withholding (amounts in) an IPC	“and/or” from sub-paragraph (b) is deleted. The following is then added as sub-paragraph (c) and sub-paragraph (c) of the Sub-Clause is renumbered as (d): “(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as assessed by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as assessed by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any ES obligations or work described in the Works’ Requirements which may include working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESHSMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESHSMP e.g., failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s);

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	(vi) failure to submit ES/EHS progress reports (as described in Particular Conditions - Part D,, or failure to submit such reports in a timely manner. or” The following paragraph is added at the end of the Sub-Clause: “Subject to provision in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an amount, as assessed by the Engineer, may be withheld until the obligation has been performed.”
Sub-Clause 14.7 Payment	At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii): “(iii) at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and” At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted: “or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”
Sub-Clause 14.9 Release of Retention Money	The following is added at the end of Sub-Clause 14.9: “Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form included under the Contract Forms in the Bidding Document or in another form approved by the Employer and issued by a reputable bank selected by the Contractor, for the second half of the Retention Money. If the Retention Money Guarantee is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Guarantee must be in the name of all members of the Joint Venture that signs the Contract. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2 [Performance Security]. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.”
Sub-Clause 14.15 Currencies of Payment	Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies.”

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Sub-Clause 15.1 Notice to Correct	“and” is deleted from (b) and “.” is replaced by: “; and” in (c). The following is then added as (d) “(d) specify the time within which the Contractor shall respond to the Notice to Correct.” In the third paragraph, “shall immediately respond” is replaced with: “shall respond within the time specified in (d).” Further, in the third paragraph, “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”
Sub-Clause 15.2.1 Notice	Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption.”
New Sub-Clause 15.8 is added	
Sub-Clause 15.8 Fraud and Corruption	15.8.1 The Employer requires the Contractor to disclose any commissions, gratuities, or fees that may have been paid or are intended to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee. Further, the Contract requires compliance with the Laws of Islamic Republic of Pakistan. 15.8.2 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- under Fraud and Corruption.
Sub-Clause 16.1 Suspension by Contractor	The following paragraph is added after the first paragraph: “Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”
Sub-Clause 16.2.1 Notice	At the end of sub-paragraph (i): “; or” is replaced with: “.” And Sub-paragraph (j) is deleted. sub-paragraph (f) is replaced with: “(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [Commencement of Works] within 182 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor;”
Sub-Clause 16.2.2 Termination	The following is added at the end of Sub-Clause 16.2.2: “In the event the Bank suspends the loan or credit or grant from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may,

Clause/Sub-Clause	Special Provisions
	without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 [Suspension by Contractor], or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice."
Sub-Clause 16.3 Contractor's Obligations After Termination	<i>[If the Employer has made available any Employer- Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]</i> "and" is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added: "(c) deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied materials and Employer's Equipment]; and (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."
Sub-Clause 17.1 Responsibility for Care of the Works	<i>[If Employer- Supplied Materials are listed in the Works Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]</i> After each of the two instances of "Goods" in the last paragraph, the following is added: "and Employer- Supplied Materials". <i>[If Employer's Equipment are also listed in the Works' Requirements for the Contractor's use in the execution of Works, also include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]</i> After each of the two instances of "Goods" in the last paragraph, the following is also added: ", Employer's Equipment,".
New Sub-Clause 17.7 is added	
New Sub-Clause 17.7 Use of Employer's Accommodation / Facilities	The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works) If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.
Sub-Clause 18.1 Exceptional Events	The contents of sub-paragraph (c) are replaced with: "riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;"
Sub-Clause 18.4	The following is added at the end of sub-paragraph (b) after deleting the "·":

Clause/Sub-Clause	Special Provisions
Consequences of an Exceptional Event	“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”
Sub-Clause 18.5 Optional Termination	In sub-paragraph (c), “and necessarily” is inserted after “was reasonably”.
Sub-Clause 19.1 General Requirements	The following sentence is added at the end of first paragraph: “This agreement of terms shall take precedence over the provisions of this Clause.”
Sub-Clause 19.2 Insurance to be provided by the Contractor	The following is added as the very first sentence, before the opening sentence, in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to in Clause 19 [Insurance]) with insurers from any eligible country.”
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”
Sub-Clause 20.1 Claims	In sub-paragraph (a), “any additional payment” is replaced with “payment.”
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 Constitution of the DAAB	In the second paragraph, at the end of the first sentence after deleting “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix- General Conditions of DAAB Agreement.” After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”
Sub-Clause 21.2 Failure to Appoint DAAB Members	In the first paragraph that follows sub-paragraph (d), “President of FIDIC or a person appointed by the President” is replaced with “Chairman Pakistan Engineering Council”.
Sub-Clause 21.4.3 The DAAB’s Decision	The contents of item (i) of penultimate paragraph are replaced with: “subject to sub-paragraph (ii) below, this amount shall be due and payable in the next Payment Certificate, for which the Engineer is obliged to certify, and the Employer is obliged to make payment; and”

Clause/Sub-Clause	Special Provisions
Sub-Clause 21.6 Arbitration	In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following: “arbitration. Arbitration shall be conducted as follows: (a) The Dispute(s) shall be finally settled under the Arbitration Act of Pakistan, 1940, as amended from time to time; and Rules made thereunder. (b) The place of arbitration shall be a city in Pakistan that is convenient to both Parties. (c) The arbitration shall be conducted in English.”
New Clause 22 is added	
New Clause 22 Eligible Countries	The eligible countries from where the Contractor may arrange Materials, Equipment and Services, for execution of Works under the Contract, are specified as below: Subject to Special Provisions as made under Sub-Clauses 5.1 [Subcontractors], 6.1 [Engagement of Staff and Labour] and 7.1 [Manner of Execution]: All countries of the world excepting the countries upon which international sanctions are imposed, and Pakistan prohibits commercial relations (as a matter of law or official regulation) with any or does not recognize any including <i>[insert names of countries]</i>.
New Clause 23 is added	
Specific Obligations (if Contractor comprises a Joint Venture)	
New Sub-Clause 23.1 Joint Venture Partner Involvement and Contribution Commitments	Add a new Sub Clause 23.1, as follows: “Joint Venture Partner Involvement and Contribution Commitments: If the Contractor comprises a JV (all are collectively referred in this Clause as “JV”), the Contractor (and each JV partner individually) acknowledges and agrees to actively participate in the Joint Venture and contribute its fair share of resources, as set forth in the JV Agreement and related bid documents. Active involvement shall include, but not be limited to, contributing financial resources, personnel, expertise, equipment, and other resources as specified in the Agreement. The Contractor (and each Partner) shall adhere to the contribution commitments outlined in the JV Agreement and related bid documents and shall promptly fulfill its obligations in a timely manner. The Engineer and the Employer shall have the right to verify and monitor each partner's contributions to ensure compliance with the JV Agreement and related bid documents.”
New Sub-Clause 23.2 Reporting and Audit	Add a new Sub-Clause 23.2, as follows: “Reporting and Audit: The Employer may, at any time, request reports and other documents from the Contractor to assess each JV partner’s contributions and compliance with the JV Agreement and related bid documents. The Contractor and each JV partner shall provide accurate and comprehensive information related to their involvement and resources as requested by the Employer. If deemed necessary, the Employer may engage a third party to conduct periodic audits and furnish reports to the Employer. The Contractor and each JV partner shall provide accurate and comprehensive information to the third party as may be required to assess their involvement and resources in line with the JV Agreement and related bid documents.”
New Sub-Clause 23.3	Add a new Sub-Clause 23.3, as follows:

Clause/Sub-Clause	Special Provisions
Failure to comply with JV Agreement and Commitment Contributions	“Failure to comply with JV Agreement and Commitment Contributions: In the event that the Contractor and/or each JV partner fails to comply with the contribution commitments outlined in the JV Agreement, related bid documents and other associated obligations specified under the Contract, the Engineer, after consultation with Parties, shall establish the cause of such failure. If the cause of the failure lies with the Contractor and/or any JV partner, then, the Engineer shall proceed in accordance with Sub-Clause 15.1 [Notice to Correct] requiring the Contractor to make good the failure and to remedy it within a specified time. If the Contractor fails to comply with a Notice to Correct, the Employer may proceed in accordance with Sub Clause 15.2 [Termination for Contractor’s Default].”
Appendix - General Conditions of DAAB Agreement	
1. Definitions	In Sub-Clause 1.7 a(i) “authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative or authorised representative of the Employer.”
2. General Provisions	Sub-Clause 2.2 is deleted in its entirety.
3. Warranties	Sub-Clause 3.3 is deleted and replaced with the following: “When appointing the DAAB Member (Adjudicator), each Party relies on the DAAB Member’s (Adjudicator’s) representations, that he/she: a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; b) has at least ten years’ experience in contract administration / management and dispute resolution, out of which at least five years’ experience in construction-related disputes; c) has preferably received formal training as an adjudicator from a recognized organization; d) has at least five years’ experience in the type of work which the Contractor is to carry out under the Contract; e) has experience in the interpretation of construction and / or engineering contract documents; f) has familiarity with the forms of contract published by FIDIC <u>since 1999</u>, and an understanding of the dispute resolution procedures contained therein; and g) is fluent in English language for communications.”
7. Confidentiality	In Sub-Clause 7.3 “or” is deleted after sub-paragraph (b), and the following added: “or (d) is being provided to the Bank.”
9. Fees and Expenses	In Sub-Clause 9.1 (c) “business class or equivalent” is replaced with: “economy class.” In Sub-Clause 9.4 “and air fares” and “other” are deleted from the first and second sentences, respectively.

Part C- Corruption and Integrity Pact:

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

Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner¹²; (ii) to be a nominated ¹³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect ¹⁴ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹² For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

¹³ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

¹⁴ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Integrity Pact

[applicable in all cases of Funding]

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

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

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

Environmental and Social (ES) Metrics for Progress Reports

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - (i) work permits: number required, number received, actions taken for those not received;
 - (ii) status of permits and consents:
 - (a) list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - (b) list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - (c) identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - (d) for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. *health and safety supervision:*
 - (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any)
- f. *worker accommodations:*
 - (i) number of expats housed in accommodations, number of locals;
 - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*

- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. training:*
 - (i) number of new workers, number receiving induction training, dates of induction training;
 - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. environmental and social supervision:*
 - (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS 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 bowzers, number of watering / days, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
 - (viii) details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:*
- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Environmental, Health and Safety (EHS)

Metrics for Progress Reports

Metrics for regular reporting:

a. Incidents for Non-Conformance:

- (i) Environmental incidents or non-conformance with contract requirements, including contamination, pollution, or damage to ground or water supplies
- (ii) Health and safety incidents, accidents, injuries that require treatment, and all fatalities
- (iii) Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none)

b. Status of All Permits and Agreements:

- (i) Work permits: number required, number received, and actions taken for those not received.
- (ii) Status of permits and consents:
 - (a) List areas and facilities with permits required (quarries, asphalt, and batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), and status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.).
 - (b) List areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, and dates submitted to resident engineer (or equivalent).
 - (c) Identify and highlight major activities and environment, health, and safety activities undertaken in each area in the reporting period (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation).
 - (d) For quarries: indicate status of relocation and compensation (completed, or details of activities and current status in the reporting period).
 - (e) List parts of the Site for which Notice to commence work and confirmation by the Employer as per GCC / PCC Sub-Clause 2.1 was received by the Contractor and the other parts of the Site for which such Notice is pending.

c. Compliance:¹⁵

- (i) Compliance status for conditions of all relevant consents and 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 SSHSMP (as per Sub-Clause 4.8 [*Health and Safety Obligations*]) and SSEMP (as per Sub-Clause 4.18 [*Protection of the Environment*]): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance.
- (iii) 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.

¹⁵ For projects categorized as Category C for environment for which no EMP has been prepared, the item (ii) should be deleted.

d. Supervision:

- (i) Environmental Supervision:
 - (a) Environmental specialist: number of days worked, areas inspected, number of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities and findings (including violations of environmental requirements/best practices, actions taken), and reports to environmental specialist, construction, and site management.
 - (b) Community liaison person(s): number of days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), and reports to specialist, construction, and site management.
- (ii) Health and Safety Supervision:
 - (a) Health and Safety specialist: number of days worked, number of full and partial inspections, and reports to construction and project management.
 - (b) Number of workers, work hours, metric of personal protection equipment (PPE) use (percentage of workers with full PPE, partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, and follow-up actions taken (if any).
 - (c) Number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, work site, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental, health and safety requirements observed, actions taken), and reports to health and safety specialist/construction/site management.

e. Worker Accommodations:

- (i) Number of expats housed in accommodations and number of locals.
- (ii) Date of last inspection and highlights of inspection including status of accommodations' compliance with national and local laws and good practice, including sanitation, space, etc.
- (iii) Actions taken to recommend or require improved conditions, or to improve conditions.

f. Training:

- (i) Number of new workers, number receiving induction training, and dates of induction training.
- (ii) Number and dates of toolbox talks, number of workers receiving training related to Environment, Health and Safety (EHS).
- (iii) Number and dates of communicable diseases (including sexually transmitted diseases [STDs]) sensitization and/or training, number of workers receiving training (in the reporting period and in the past), and same questions for gender sensitization and flag person training.
- (iv) Number and date of EHS-related prevention sensitization and/or training events, including number of workers receiving training on EHS Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

g. Grievances:

List of EHS-related grievances: grievances from affected communities and Worker grievances as recorded in the Contractor's grievance redress mechanism; traffic, road safety, and vehicles/equipment (health and safety or safeguard or environmental specialist needs to provide these requirements):

- (i) Traffic and road safety incidents and accidents involving project vehicles and 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, and follow-up.
- (iii) Overall condition of vehicles or equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

h.-Mitigations and Issues (what has been done):

(i) Environmental Mitigations:

- (a) Dust: number of working bowsters, number of watering per day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); percentage of rock and spoil lorries with covers, and actions taken for uncovered vehicles.
- (b) Erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, and emergency repairs needed to control erosion or sedimentation.
- (c) Quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental protection—land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, and decommissioning implementation.
- (d) Blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), and incidents of off-site damage or complaints (cross-reference other sections as needed).
- (e) Spill clean-ups, if any: material spilled, location, amount, actions taken, and disposal (report all spills that result in water or soil contamination).
- (f) Waste management: types and quantities generated and managed, including amount taken off-site (and by whom) or reused, recycled, or disposed on-site.
- (g) Details of tree plantings and other mitigations required undertaken in the reporting period.
- (h) Details of water and swamp protection mitigations required undertaken in the reporting period.
- (i) The Contractor shall identify and report on any special or temporary right of way and any additional facility that have temporary and/or permanent impacts on affected persons' assets, access to assets and/or livelihoods (income sources). It shall put in place corresponding mitigation measures, and implement them.

(ii) Health and Safety Mitigations

- (a) Details of hazard prevention and control mitigations required undertaken in the reporting period.

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

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

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

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

Contract reference *[insert contract reference]*

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

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

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

Name of the Subcontractor _____

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

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section 8. Contract Forms (COF)

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

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

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award Contract No.: *[insert the number]*

Employer: PMU – KPEC, Planning and Development Department, Government of Khyber Pakhtunkhwa

Project: Khyber Pass Economic Corridor (KPEC)

Contract title: Procurement of Small work for the Conservation, Preservation, Restoration, and Development work at Jamrud Fort District, Khyber,

Country: Islamic Republic of Pakistan

Project ID. P159577

Credit No. IDA-62700

RFB No: PK-KP SDU-558553-CW-RFB

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

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

1. The successful Bidder

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

Amount of Performance Security Required:	<i>[insert amount of Performance Security (PS) Required; and ESPS, if Required]</i>
---	---

2. Other Bidders *[insert names of all other Bidders that submitted a Bid, Bid prices as read out and Evaluated Bid prices.]*

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing:

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

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

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

Attention: Waqar Ahmad

Title/position: Procurement Specialist

Agency: PMU – KPEC

Email address: proc.kpecp@gmail.com

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

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

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

5. How to make a complaint

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

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

Attention: Imran Zahoor

Title/position: Project Director

Agency: PMU - KPEC

Email address: imran.zahoor.gov@gmail.com

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

For Further information:

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

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

RFB No.: PK-KP SDU-558553-CW-RFB

Request for Bid No.:

To: PMU - KPEC

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

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

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

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

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

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

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

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

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

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the addenda / Variation Nos _____ (if any);
 - (d) the Particular Conditions;
 - (e) the General Conditions;
 - (f) Appendix A to Financial Proposal
 - (g) the (Technical) Specification;
 - (h) the Drawings; and
 - (i) other documents forming part of the contract, including, but not limited to:
 - i. Contractor’s ESHS Management Strategy and Implementation Plan;
 - ii. Performance Security and an Environmental and Social (ES) Performance Security *[Delete ES Performance Security if it is not required]*;
 - iii. Joint Venture (JV) Agreement (in case of JV Bidder); and
 - iv. Any other document.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Employer

Signed: *[insert signature and name]*

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

In the presence of

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

For and on behalf of the Contractor

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

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

in the presence of

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

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

Performance Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[insert date of issue]*

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

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

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

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

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

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

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

[signature(s) and seal of bank]

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

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

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

Environmental and Social (ES) Performance Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[insert date of issue]*

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

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

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

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

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

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

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

[signature(s) and seal of bank]

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

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

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

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

Advance Payment Guarantee No.: _____ *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

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

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

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

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

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

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

² insert the expected expiration date of the Time for Completion as described in GCC Clause 1.1.84. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee (at the cost of the Contractor) for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

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

[signature(s) and seal of bank]

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

[notarized (under oath)]

Indemnity Bond for Secured Advance

(against Materials brought at Site)

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

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

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

THEREFORE, THE CONTRACTOR AGREES TO DECLARE AS FOLLOWS:

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

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

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

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

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

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

Seal of the Contractor: *[affix seal]*

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

Retention Money Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[insert date of issue]*

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

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

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

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

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

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

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

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

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

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

[signature(s) and seal of bank]

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

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DRAWINGS

Jamrud Fort Khyber